FIFA Football Agent Exam Study Materials

January 2026 edition



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Introduction

On 16 December 2022, the FIFA Council approved the FFAR, reintroducing the Exam to the licensing procedure for individuals to become Football Agents licensed by FIFA. The FFAR came into force on 1 October 2023.

Following a consultation carried out with the Football Agent Working Group to discuss different methods for holding the Exam as part of the current licensing system, it was decided that the Exam would be held online with remote invigilation as of June 2025. Accordingly, amendments to article 6 of the FFAR were approved by the FIFA Council on 10 December 2024. The revised FFAR came into force on 1 January 2025.

In accordance with the Exam Rules, Study Materials are provided by FIFA to help Candidates prepare for the Exam, which consists of 20 Platform-generated questions to be answered in one of the following four official FIFA languages: English, French, German and Spanish.

These Study Materials are compiled from the FIFA resources freely accessible on the FIFA website. As the Exam will be delivered online (remotely) with an open-book concept, during the Exam, only the use of the Study Materials available within the Exam interface will be allowed. Therefore, no printed (hard) copies of the Study Materials may be used while taking the Exam.

Apart from the Study Materials, FIFA has provided various support materials within this document for Candidates to better use and understand the Study Materials and the concepts introduced by the FFAR, and to enable them to have key information to hand to answer certain types of questions.

This document has been created to bring together all relevant Study Materials that Candidates require to study for the 6th Exam.

Should any FIFA regulations change or come into force between the publication of these Study Materials and the date of the 6th Exam, those changes will not affect the contents of the Exam and the Study Materials.

However, FIFA strongly recommends that Candidates keep themselves informed on all FIFA regulatory changes in order to be prepared for their work as a Football Agent in the event that they successfully obtain a licence from FIFA.

Please note that the Exam will not feature the suspended provisions of the FFAR, as per FIFA circular no. 1873.

For the avoidance of any doubt, FIFA will not be organising, and does not endorse, any preparatory courses for the Exam, and the Study Materials should be considered the only source for Candidates' preparation.

Zurich, January 2026

NB: The capitalised terms and abbreviations used in these Study Materials have the meanings defined in the FIFA Statutes, the FIFA Football Agent Regulations and the FIFA Football Agent Exam Rules.

1. Chapter I: Study Materials

All questions in the Exam will be based on the following Study Materials:

i) FIFA regulations

- **a.** FIFA Statutes (May 2024 edition)
- **b.** FIFA Disciplinary Code (September 2025 edition)
- **c.** FIFA Code of Ethics (2023 edition)
- **d.** FIFA Regulations on the Status and Transfer of Players (July 2025 edition)
- **e.** FIFA Procedural Rules Governing the Football Tribunal (January 2026 edition)
- **f.** FIFA Clearing House Regulations (January 2026 edition)
- **g.** FIFA Football Agent Regulations (January 2025 edition)

ii) FIFA materials

- **a.** FIFA Guardians Child Safeguarding Toolkit for Member Associations
- **b.** FIFA Guardians™ Safeguarding Essentials (Course 1 of the FIFA Guardians Safeguarding in Football Award)
  - **i.** These Study Materials include a transcript of Course 1 of the FIFA Guardians Safeguarding in Football Award (Safeguarding Essentials). Course 1 can also be taken online as a Global Football Community Learner at safeguardinginfootball.fifa.com/global-football-community-learners. FIFA recommends completing the course in preparation for the Exam, but it is not mandatory. Please note that accessing the course during the Exam will be considered a breach of the Exam Rules.
- **c.** FIFA Ethical Recruitment Guide

The relevant appendices and enclosures are equally important as they may be used in some practical case studies presented in the Exam.

FIFA®



FIFA STATUTES

Regulations Governing the Application of the Statutes

Standing Orders of the Congress

MAY 2024 EDITION

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21. Honorary president, honorary vice-president and honorary member 21

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DEFINITIONS

The terms given below denote the following:

1. **FIFA:** Fédération Internationale de Football Association.
2. **Association:** a football association recognised as such by FIFA. It is a member of FIFA, unless a different meaning is evident from the context.
3. **League:** an organisation that is subordinate to an association.
4. **British associations:** the four associations in the United Kingdom – The Football Association, The Scottish Football Association, The Football Association of Wales and The Irish Football Association (Northern Ireland).
5. **The IFAB:** The International Football Association Board (IFAB).
6. **Country:** a state recognised as independent by a majority of members of the United Nations.
7. **Confederation:** a group of associations recognised by FIFA that belong to the same continent (or assimilable geographic region).
8. **Congress:** the supreme and legislative body of FIFA.
9. **Council:** the strategic and oversight body of FIFA.
10. **Bureau of the Council:** the bureau of the Council as defined in article 38 of these Statutes.
11. **Laws of the Game:** the laws of association football issued by The IFAB in accordance with article 7 of these Statutes.
12. **Member association:** an association that has been admitted into membership of FIFA by the Congress.
13. **Official:** any board member (including the members of the Council), committee member, referee and assistant referee, coach, trainer and any other person responsible for technical, medical and administrative matters in FIFA, a confederation, a member association, a league or a club as well as all other persons obliged to comply with the FIFA Statutes (except players, football agents and match agents).
14. **Club:** a member of an association (that is a member association of FIFA) or a member of a league recognised by a member association that enters at least one team in a competition.
15. **Player:** any football player licensed by an association.
16. **Association football:** the game controlled by FIFA and organised by FIFA, the confederations and/or the member associations in accordance with the Laws of the Game.
17. **Official competition:** a competition for representative teams organised by FIFA or any confederation.
18. **Stakeholder:** a person, entity or organisation which is not a member association and/or body of FIFA but has an interest or concern in FIFA's activities, which may affect or be affected by FIFA's actions, objectives and policies, in particular clubs, players, coaches, professional leagues and football fans.

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

FIFA STATUTES

I. GENERAL PROVISIONS

1. Name and headquarters

1. The Fédération Internationale de Football Association (FIFA) is an association in accordance with article 60 ff. of the Swiss Civil Code.

2. FIFA's headquarters and legal domicile shall be determined by a decision passed by the Congress.

2. Objectives

The objectives of FIFA are:

(a) to improve the game of football constantly and promote it globally in the light of its unifying, educational, cultural and humanitarian values, particularly through youth and development programmes;

(b) to organise its own international competitions;

(c) to draw up regulations and provisions governing the game of football and related matters and to ensure their enforcement;

(d) to control every type of association football by taking appropriate steps to prevent infringements of the Statutes, regulations or decisions of FIFA or of the Laws of the Game;

(e) to use its efforts to ensure that the game of football is available to and resourced for all who wish to participate, regardless of gender or age;

(f) to promote the development of women's football and the full participation of women at all levels of football governance;

(g) to promote integrity, ethics and fair play with a view to preventing all methods or practices, such as corruption, doping or match manipulation, which might jeopardise the integrity of matches, competitions, players, officials and member associations or give rise to abuse of association football; and

(h) to regulate, develop and promote all other forms of football, such as futsal, beach soccer and football esport competitions.

3. Human rights

FIFA is committed to respecting all internationally recognised human rights and shall strive to promote the protection of these rights.

4. Non-discrimination, equality and neutrality

1. Discrimination of any kind against a country, private person or group of people on account of race, skin colour, ethnic, national or social origin, gender, disability, language, religion, political opinion or any other opinion, wealth, birth or any other status, sexual orientation or any other reason is strictly prohibited and punishable by suspension or expulsion.
2. FIFA remains neutral in matters of politics and religion. Exceptions may be made with regard to matters affected by FIFA's statutory objectives.

5. Promoting friendly relations

1. FIFA shall promote friendly relations:
   (a) between and among member associations, confederations, clubs, officials and players; and
   (b) in society for humanitarian objectives.
2. FIFA shall provide the necessary institutional means to resolve any dispute that may arise between or among member associations, confederations, clubs, officials and players.

6. Players

The Council shall regulate the status of players and the provisions for their transfer, as well as questions relating to these matters, in particular the encouragement of player training by clubs and the protection of representative teams in the form of special regulations from time to time.

7. Laws of the Game

1. Each member association shall play association football in compliance with the Laws of the Game issued by The IFAB. Only The IFAB may lay down and alter the Laws of the Game.
2. The members of The IFAB are FIFA and the four British associations.
3. The organisation, duties and responsibilities of The IFAB are governed by the statutes of The IFAB.
4. Each member association shall play futsal in accordance with the Futsal Laws of the Game, as issued by the Council.
5. Each member association shall play beach soccer in accordance with the Beach Soccer Laws of the Game, as issued by the Council.

8. Conduct of bodies, officials and others

1. All bodies and officials must observe the Statutes, regulations, decisions and Code of Ethics of FIFA in their activities.
2. Executive bodies of member associations may under exceptional circumstances be removed from office by the Council in consultation with the relevant confederation and replaced by a normalisation committee for a specific period of time, as established in article 3 of the Regulations Governing the Application of the Statutes.
3. Every person and organisation involved in the game of football is obliged to observe the Statutes and regulations of FIFA as well as the principles of fair play.

9. Official languages

1. Arabic, English, French, German, Portuguese, Russian and Spanish are the official languages of FIFA. Minutes, official correspondence, regulations, decisions and announcements are published in English, French and Spanish and, when deemed necessary, in Arabic, German, Russian and/or Portuguese. If there is any divergence in the wording, the English text shall be authoritative. Member associations are responsible for translations into the language(s) of their country.
2. At the Congress, qualified interpreters shall translate into the official FIFA languages. Delegates may speak in their mother tongue if they ensure interpretation into one of the official FIFA languages by a qualified interpreter.

II. MEMBERSHIP

10. Admission, suspension and expulsion

The Congress shall decide whether to admit, suspend or expel a member association solely upon the recommendation of the Council.

11. Admission

1. Any association which is responsible for organising and supervising football in all of its forms in its country may become a member association. Consequently, it is recommended that all member associations involve all relevant stakeholders in football in their own structure. Subject to paragraph 5 below, only one association shall be recognised as a member association in each country.
2. Membership is only permitted if an association is currently a member of a confederation. The Council may issue regulations with regard to the admission process.
3. Any association wishing to become a member association shall apply in writing to the FIFA general secretariat.
4. The association's legally valid statutes shall be enclosed with the application for membership and shall contain the following mandatory provisions:
   (a) always to comply with the Statutes, regulations and decisions of FIFA and of the relevant confederation;
   (b) to comply with the Laws of the Game in force;
   (c) to recognise the Court of Arbitration for Sport (CAS), as specified in these Statutes.
5. Each of the four British associations shall be recognised as a separate member association of FIFA.
6. This article shall not affect the status of existing member associations.

12. Request and procedure for application

1. The Council shall request the Congress either to admit or not to admit an association. The association may state the reasons for its application to the Congress.
2. The new member association shall acquire membership rights and duties as soon as it has been admitted. Its delegates are eligible to vote and be elected with immediate effect.

13. Member associations' rights

1. Member associations have the following rights:
   (a) to take part in the Congress;
   (b) to draw up proposals for inclusion in the agenda of the Congress;
   (c) to nominate candidates for the FIFA presidency and the Council;
   (d) to participate in and cast their votes at all FIFA elections in accordance with the FIFA Governance Regulations;
   (e) to take part in competitions organised by FIFA;
   (f) to take part in FIFA's assistance and development programmes; and
   (g) to exercise all other rights arising from these Statutes and other regulations.
2. The exercise of these rights is subject to other provisions in these Statutes and the applicable regulations.

14. Member associations' obligations

1. Member associations have the following obligations:

(a) to comply fully with the Statutes, regulations, directives and decisions of FIFA bodies at any time as well as the decisions of the Court of Arbitration for Sport (CAS) passed on appeal on the basis of article 49 paragraph 1 of the FIFA Statutes;

(b) to take part in competitions organised by FIFA;

(c) to pay their membership subscriptions;

(d) to cause their own members to comply with the Statutes, regulations, directives and decisions of FIFA bodies;

(e) to convene its supreme and legislative body at regular intervals, at least every two years;

(f) to ratify statutes that are in accordance with the requirements laid down in these Statutes;

(g) to create a referees' committee that is directly subordinate to the member association;

(h) to respect the Laws of the Game;

(i) to manage their affairs independently and ensure that their own affairs are not influenced by any third parties in accordance with article 19 of these Statutes;

(j) to prevent and fight against any kind of discrimination;

(k) to promote the development of women's football and the full participation of women at all levels; and

(l) to comply fully with all other duties arising from these Statutes and other regulations.

2. Violation of the above-mentioned obligations by any member association may lead to sanctions provided for in these Statutes.

3. Violations of paragraph 1 (i) may also lead to sanctions, even if the third-party influence was not the fault of the member association concerned. Each member association is responsible towards FIFA for any and all acts of the members of their bodies caused by the gross negligence or wilful misconduct of such members.

15. Member associations' statutes

Member associations' statutes must comply with the principles of good governance, and shall in particular contain, at a minimum, provisions relating to the following matters:

(a) to be neutral in matters of politics and religion;

(b) to prohibit all forms of discrimination;

(c) to be independent and avoid any form of political interference;

(d) to ensure that judicial bodies are independent (separation of powers);

(e) all relevant stakeholders must agree to respect the Laws of the Game, the principles of loyalty, integrity, sportsmanship and fair play as well as the Statutes, regulations and decisions of FIFA and of the respective confederation;

(f) all relevant stakeholders must agree to recognise the jurisdiction and authority of CAS and give priority to arbitration as a means of dispute resolution;

(g) that the member association has the primary responsibility to regulate matters relating to refereeing, the fight against doping, the registration of players, club licensing, the imposition of disciplinary measures, including for ethical misconduct, and measures required to protect the integrity of competitions;

(h) definition of the competences of the decision-making bodies;

(i) to avoid conflicts of interests in decision-making;

(j) legislative bodies must be constituted in accordance with the principles of representative democracy and taking into account the importance of gender equality in football; and

(k) yearly independent audits of accounts.

16. Suspension

1. The Congress may suspend a member association solely at the request of the Council. Notwithstanding the foregoing, the Council may, without a vote of the Congress, temporarily suspend with immediate effect a member association that seriously violates its obligations. A suspension approved by the Council shall be in effect until the next Congress, unless the Council has revoked such suspension prior to such Congress.

2. A suspension of a member association by the Congress requires a three-quarter majority of the member associations present and eligible to vote. A suspension of a member association by the Congress or the Council shall be confirmed at the next Congress by a three-quarter majority of the member associations present and eligible to vote. If it is not confirmed, such suspension shall be automatically lifted.

3. A suspended member association may not exercise any of its membership rights. Other member associations may not entertain sporting contact with a suspended member association. The Disciplinary Committee may impose further sanctions.

4. Member associations which do not participate in at least two of all FIFA competitions over a period of four consecutive years shall be suspended from voting at the Congress until they have fulfilled their obligations in this respect.

17. Expulsion

1. The Congress may expel a member association only at the request of the Council if:
   (a) it fails to fulfil its financial obligations towards FIFA; or
   (b) it seriously violates the Statutes, regulations or decisions of FIFA; or
   (c) it loses the status of an association representing association football in its country.

2. The presence of an absolute majority (more than 50%) of the member associations eligible to vote at the Congress is necessary for an expulsion of a member association to be valid, and the motion for expulsion must be adopted by a three-quarter majority of the valid votes cast.

18. Resignation

1. A member association may resign from FIFA with effect from the end of a calendar year. Notice of resignation must reach the general secretariat no later than six months before the end of the calendar year and be sent to the general secretariat by registered letter.

2. The resignation is not valid until the member association wishing to resign has fulfilled its financial obligations towards FIFA and its other member associations.

19. Independence of member associations and their bodies

1. Each member association shall manage its affairs independently and without undue influence from third parties.

2. A member association's bodies shall be either elected or appointed in that association. A member association's statutes shall provide for a democratic procedure that guarantees the complete independence of the election or appointment.

3. Any member association's bodies that have not been elected or appointed in compliance with the provisions of paragraph 2, even on an interim basis, shall not be recognised by FIFA.

4. Decisions passed by bodies that have not been elected or appointed in compliance with paragraph 2 shall not be recognised by FIFA.

20. Status of clubs, leagues and other groups of clubs

1. Clubs, leagues or any other groups affiliated to a member association shall be subordinate to and recognised by that member association. The member association's statutes shall define the scope of authority and the rights and duties of these groups. The statutes and regulations of these groups shall be approved by the member association.

2. Every member association shall ensure that its affiliated clubs can take all decisions on any matters regarding membership independently of any external body. This obligation applies regardless of an affiliated club's corporate structure. In any case, the member association shall ensure that neither a natural nor a legal person (including holding companies and subsidiaries) exercises control in any manner whatsoever (in particular through a majority shareholding, a majority of voting rights, a majority of seats on the board of directors or any other form of economic dependence or control, etc.) over more than one club whenever the integrity of any match or competition could be jeopardised.

III. HONORARY PRESIDENT, HONORARY VICE-PRESIDENT AND HONORARY MEMBER

21. Honorary president, honorary vice-president and honorary member

1. The Congress may bestow the title of honorary president, honorary vice-president or honorary member upon any former member of the Council for meritorious service to football.

2. The Council shall propose these nominations.

3. The honorary president, honorary vice-president or honorary member may take part in the Congress. They may join in the debates but may not vote.

IV. CONFEDERATIONS

22. Confederations

1. Member associations that belong to the same continent have formed the following confederations, which are recognised by FIFA:
   (a) Confederación Sudamericana de Fútbol – CONMEBOL
   (b) Asian Football Confederation – AFC
   (c) Union des associations européennes de football – UEFA
   (d) Confédération Africaine de Football – CAF
   (e) Confederation of North, Central America and Caribbean Association Football – Concacaf
   (f) Oceania Football Confederation – OFC

   Recognition of each confederation by FIFA entails full mutual respect of each other's authority within their respective institutional areas of competence as set forth in these Statutes.

2. FIFA may, in exceptional circumstances, authorise a confederation to grant membership to an association that belongs geographically to another continent and is not affiliated to the confederation on that continent. The opinion of the confederation concerned geographically shall be obtained.

3. Each confederation shall have the following rights and obligations:
   (a) to comply with and enforce compliance with the Statutes, regulations and decisions of FIFA;
   (b) to work closely with FIFA in every domain so as to achieve the objectives stipulated in article 2 and to organise international competitions;
   (c) to propose candidates for the chairperson, deputy chairperson and members of the standing committees;
   (d) to organise its own interclub competitions, in compliance with the international match calendar;
   (e) to organise all of its own international competitions in compliance with the international match calendar;
   (f) to ensure that international leagues or any other such groups of clubs or leagues shall not be formed without its consent and the approval of FIFA;
   (g) upon the recommendation of FIFA, to grant associations applying for membership the status of a provisional member. This status shall grant associations the right to take part in the confederation's competitions and conferences. Any other rights and obligations of the provisional member shall be regulated by the confederation's statutes and regulations. Provisional members may not take part in FIFA final competitions;
   (h) to nurture relations and cooperation with FIFA actively and constructively for the good of the game through consultative meetings and to discuss and resolve any problems relating to the interests of the confederations and FIFA;
   (i) to ensure that the representatives appointed to FIFA bodies or elected to the Council carry out their activities on these bodies with mutual respect, solidarity, recognition and fair play, and in accordance with these Statutes and any related regulations issued by FIFA;
   (j) to set up committees that work closely together with the corresponding committees at FIFA;
   (k) exceptionally to allow, with FIFA's consent, an association from another confederation (or clubs belonging to that association) to participate in a competition that it is organising;
   (l) with the mutual cooperation of FIFA, to take any action considered necessary to develop the game of football on the continent concerned, such as arranging development programmes, courses, conferences, etc.;
   (m) to set up the bodies necessary to fulfil the duties incumbent upon it; and
   (n) to procure the funds necessary to fulfil its duties.

4. The Council may delegate other duties or powers to one or more (or all) confederations by agreement with such confederations or confederation.

5. The confederations' statutes and regulations, as revised from time to time, shall be notified to FIFA.

23. Confederations' statutes

The confederations' statutes must comply with the principles of good governance, and shall in particular contain, at a minimum, provisions relating to the following matters:

(a) to be neutral in matters of politics and religion;

(b) to prohibit all forms of discrimination;

(c) to be independent and avoid any form of political interference;

(d) to ensure that judicial bodies are independent (separation of powers);

(e) all relevant stakeholders must agree to respect the Laws of the Game, the principles of loyalty, integrity, sportsmanship and fair play as well as the Statutes, regulations and decisions of FIFA and of the respective confederation;

(f) all relevant stakeholders must agree to recognise the jurisdiction and authority of CAS and give priority to arbitration as a means of dispute resolution;

(g) regulation of matters relating to refereeing, the fight against doping, club licensing, the imposition of disciplinary measures, including for ethical misconduct, and measures required to protect the integrity of competitions;

(h) definition of the competences of the decision-making bodies;

(i) to avoid conflicts of interests in decision-making;

(j) legislative bodies must be constituted in accordance with the principles of representative democracy and taking into account the importance of gender equality in football; and

(k) yearly independent audits of accounts.

V. ORGANISATION

24. Bodies

1. The Congress is the supreme and legislative body.
2. The Council is the strategic and oversight body.
3. The general secretariat is the executive, operational and administrative body.
4. Standing and ad hoc committees shall advise and assist the Council and the general secretariat in fulfilling their duties. Their composition, function and duties are defined in the FIFA Governance Regulations.
5. The independent committees fulfil their functions in accordance with these Statutes and the applicable FIFA regulations.
6. The Football Tribunal fulfils its function in accordance with these Statutes and the applicable FIFA regulations.
7. The independent auditors perform all audits of FIFA's accounts and financial statements as required by Swiss law.

A. CONGRESS

25. Congress

1. A Congress may be an Ordinary or an Extraordinary Congress. A Congress may be held in person, by teleconference, by videoconference or by another means of communication.
2. The Ordinary Congress shall be held every year. The Council shall fix the place and date. The member associations shall be notified in writing at least four months in advance of the place and date of such Ordinary Congress. The formal convocation shall be made in writing at least one month before the date of the Congress. This convocation shall contain the agenda, the President's report, the financial statements, including the consolidated financial statements, and the auditors' report.
3. The Council may convene an Extraordinary Congress at any time.
4. The Council shall convene an Extraordinary Congress if one-fifth of the member associations make such a request in writing. The request shall specify the items for the agenda. An Extraordinary Congress shall be held within three months of receipt of the request.
5. The member associations shall be notified of the place, date and agenda at least two months before the date of an Extraordinary Congress. The agenda of an Extraordinary Congress may not be altered.

26. Vote, delegates, observers

1. Each member association has one vote in the Congress and is represented by a maximum of three delegates. It is recommended that at least one of the delegates be a woman. Only the member associations present are entitled to vote. Attendance by teleconference, by videoconference or by another means of communication shall constitute presence. Voting by proxy or by letter is not permitted at a Congress held in person. When a Congress is held by teleconference, by videoconference or by another means of communication, voting by correspondence and/or online is permitted.
2. Delegates must belong to the member association that they represent and be appointed by the appropriate body of that member association.
3. Confederation delegates may take part in the Congress as observers without a right to vote.
4. During their term of office, members of the Council may not be appointed as delegates for their association.
5. The President shall conduct the Congress business in compliance with the Standing Orders of the Congress.

27. Candidates for the office of FIFA President, for the Council and for the chairpersons, deputy chairpersons and members of the Governance, Audit and Compliance Committee and the judicial bodies

1. Only the member associations may propose candidatures for the office of FIFA President. A candidature for the office of FIFA President shall only be valid if supported by a total of at least five member associations. Member associations must notify the FIFA general secretariat, in writing, of a candidature for the FIFA presidency at least four months before the start of the Congress, together with the declarations of support of at least five member associations. A candidate for the office of FIFA President shall have played an active role in association football (e.g. as a player or an official within FIFA, a confederation or an association, etc.) for two of the last five years before being proposed as a candidate and must pass an eligibility check carried out by the Review Committee in accordance with the FIFA Governance Regulations.
2. The general secretariat shall notify the member associations of the names of proposed candidates for the office of FIFA President at least one month before the date of the Congress.

3. Subject to paragraph 4 below, only member associations may propose candidatures for the Council. The relevant confederation shall be in receipt of the candidatures for the Council proposed by the member associations at least three months before the start of the respective confederation congress on the occasion of which the said election shall take place. The confederations shall notify the FIFA general secretariat, in writing, of all candidatures submitted to them within five days of the expiration of the three-month deadline. The confederations shall furthermore provide FIFA with the evidence of timely submission of the candidatures. Each member association is entitled to submit only one proposal for a member of the Council. If a member association presents proposals for more than one candidate, all of its presented proposals shall be deemed invalid. A member association may only propose candidates affiliated to its confederation.

4. The elections by the member associations of the female candidates for the Council (at least one per confederation) are set out in article 33 paragraph 5 of these Statutes.

5. Council members shall be elected by the member associations on the occasion of their confederation congresses in accordance with the FIFA Governance Regulations. Candidates for the Council must pass an eligibility check carried out by the Review Committee in accordance with the FIFA Governance Regulations. The election of Council members shall be monitored by FIFA.

6. The conditions to be observed during a candidature for the office of President and for positions on the Council are stipulated in the FIFA Governance Regulations.

7. The Council shall submit proposals for the positions of chairperson, deputy chairperson and members of each of the Governance, Audit and Compliance Committee and the judicial bodies to the Congress. The Council shall determine the number of seats to be assigned to each confederation in the relevant committee. Proposals shall be submitted, in writing, to the general secretariat at least four months before the start of the Congress. The procedure shall be laid down in the FIFA Governance Regulations.

8. Candidates for the positions of chairperson, deputy chairperson and members of the judicial bodies must pass an eligibility check carried out by the Review Committee in accordance with the FIFA Governance Regulations.

9. Candidates for the positions of chairperson, deputy chairperson and members of the Governance, Audit and Compliance Committee must pass an eligibility check carried out by the investigatory chamber of the Ethics Committee in accordance with the FIFA Governance Regulations.

28. Ordinary Congress agenda

1. The Secretary General shall draw up the agenda based on proposals from the Council and the member associations. Any proposal that a member association wishes to submit to the Congress shall be sent to the general secretariat in writing, with a brief explanation, at least two months before the date of the Congress.

2. The Congress agenda shall include the following mandatory items, as necessary:
   (a) a declaration that the Congress has been convened and composed in compliance with the Statutes;
   (b) approval of the agenda;
   (c) an address by the President;
   (d) appointment of five member associations to check the minutes;
   (e) appointment of scrutineers;
   (f) suspension or expulsion of a member association (if applicable);
   (g) approval of the minutes of the preceding Congress;
   (h) activity report (containing the activities since the last Congress);
   (i) report from the Governance, Audit and Compliance Committee;
   (j) presentation of the annual audited financial statements, including the consolidated financial statements and the annual report as well as the auditors' reports;
   (k) approval of the annual audited financial statements, including the consolidated financial statements and the annual report;
   (l) approval of the budget;
   (m) admission for membership (if applicable);
   (n) votes on proposals for adopting and amending the Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress (if applicable);
   (o) discussion of proposals duly submitted by the member associations and the Council within the period stipulated under paragraph 1 (if applicable);
   (p) appointment of auditors (if applicable);
   (q) election or dismissal of the President in accordance with these Statutes (if applicable);

(r) election or dismissal of the chairpersons, deputy chairpersons and members of the following committees (if applicable) on proposal of the Council:

- Disciplinary Committee;
- Ethics Committee;
- Appeal Committee;
- Governance, Audit and Compliance Committee;

(s) vote on the designation of the host country/countries of the FIFA World Cup™ and FIFA Women's World Cup™ final competitions (if applicable).

3. The agenda of an Ordinary Congress may be altered, provided three quarters of the member associations present at the Congress and eligible to vote agree to such a motion.

29. Adoption of and amendments to the Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress

1. The Congress is responsible for adopting and amending the Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress.
2. Any proposals for an amendment to the Statutes must be submitted in writing with a brief explanation to the general secretariat by a member association or by the Council. A proposal submitted by a member association shall be valid, provided it has been supported in writing by at least two other member associations.
3. For a vote on an amendment to the Statutes to be valid, an absolute majority (more than 50%) of the member associations eligible to vote must be present.
4. A proposal to adopt or amend the Statutes shall be adopted if approved by three quarters of the member associations present and eligible to vote.
5. Any proposal to adopt or amend the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress must be submitted in writing with a brief explanation to the general secretariat by a member association or by the Council.
6. For any proposal to adopt or amend the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress to be adopted, a simple majority (more than 50%) of the valid votes cast is required.

30. Elections, other decisions, requisite majority

1. Elections shall be conducted by secret ballot.
2. Any other decision that requires a vote shall be reached by a show of hands or by means of an electronic count. If a show of hands does not result in a clear majority in favour of a motion, the vote shall be taken by calling the roll, member associations being called in English alphabetical order.
3. For the election of the President, where there is only one candidate, the Congress may decide to elect the President by acclamation. Otherwise, if there are two or fewer candidates, a simple majority (more than 50%) of the valid votes cast is necessary. If there are more than two candidates for the election of the President, two thirds of the votes of the member associations present and eligible to vote are necessary in the first ballot. As from the second ballot, whoever obtains the lowest number of votes is eliminated until only two candidates are left.
4. Council members shall be elected by the member associations in accordance with article 27 paragraph 5 of these Statutes.
5. Each confederation president shall be a vice-president ex officio of the Council.
6. Each vice-president and each member of the Council shall be required to fulfil the eligibility check conducted by the Review Committee in accordance with the FIFA Governance Regulations.
7. For the election of the chairperson, deputy chairperson and members of each of the judicial bodies and of the Governance, Audit and Compliance Committee, the candidate(s) who receive(s) the most votes in respect of the free seat(s) shall be elected.
8. The election of the chairperson, deputy chairperson and members of each of the judicial bodies and of the Governance, Audit and Compliance Committee by the Congress may be conducted en bloc. At the request of at least ten member associations, however, a separate vote for a specific candidate shall take place.
9. Unless otherwise stipulated in the Statutes, a simple majority (more than 50%) of the valid votes cast is sufficient for elections, votes and other decisions to be valid.
10. Further details are stipulated in the Standing Orders of the Congress.

31. Minutes

1. The Secretary General shall be responsible for recording the minutes at the Congress.
2. The minutes of the Congress shall be checked by those member associations designated.

32. Effective dates of decisions

Decisions passed by the Congress shall come into effect for the member associations 60 days after the close of the Congress, unless the Congress fixes another date for a decision to take effect.

B. COUNCIL

33. Composition, election of the President, the vice-presidents and the members of the Council

1. The Council shall consist of 37 members:
   - 1 President, elected by the Congress,
   - 8 vice-presidents,
   - and 28 other members.

   Upon being elected to office, every member of the Council undertakes, and accepts responsibility, to faithfully, loyally and independently act in the best interests of FIFA and the promotion and development of football at global level.
2. The President shall be elected by the Congress for a period of four years in the year following a FIFA World Cup™. The term of office shall begin after the end of the Congress at which the President was elected. No person may serve as President for more than three terms of office (whether consecutive or not). Previous terms served as a vice-president or as a member of the Council shall not be considered in determining the term limits of a President.
3. The members of the Council shall be elected by the member associations on the occasion of the respective confederation congresses for a term of four years. Their terms of office shall begin after the end of the congress at which they were elected. A member of the Council may serve for no more than three terms of office (whether consecutive or not).
4. The confederations are allocated the following places on the Council:

(a)	CONMEBOL	vice-president (1)	members (4)
(b)	AFC	vice-president (1)	members (6)
(c)	UEFA	vice-presidents (3)	members (6)
(d)	CAF	vice-president (1)	members (6)
(e)	Concacaf	vice-president (1)	members (4)
(f)	OFC	vice-president (1)	members (2)

5. The members of each confederation must ensure that they elect at least one female member to the Council. In the event that no female candidate is elected by the members of a confederation for the Council, the seat reserved for a female member of such confederation will be deemed forfeited by all members of such confederation and shall remain vacant until the next election of members of the Council.

6. No more than one representative from the same member association may serve on the Council simultaneously.

7. If the President is permanently or temporarily prevented from performing their official function, the longest-serving vice-president shall assume the powers and responsibilities of the President until the next Congress. This Congress shall elect a new President, if necessary. If the longest-serving vice-president is prevented from assuming the powers and responsibilities of the President, the next longest-serving vice-president shall assume the powers and responsibilities of the President.

8. Any vice-president or other member of the Council who is permanently or temporarily prevented from performing their official function shall be replaced by the members of the relevant confederation which elected such vice-president or member for the remaining period of office.

9. The President may invite stakeholder representatives as observers to the Council for agenda items of specific relevance to them. The stakeholder representatives shall be given the right to speak on the specific agenda item, but not the right to vote.

34. Powers of the Council

1. The Council defines FIFA's mission, strategic direction, policies and values, in particular with regard to the organisation and development of football at worldwide level and all related matters.

2. As regards business- or finance-related matters, the Council shall, inter alia:
   - define the standards, policies and procedures applicable to the awarding of commercial contracts by FIFA;
   - define the standards, policies and procedures applicable to football development grants;
   - define the standards, policies and procedures regarding the operational costs of FIFA; and
   - define the standards, policies and procedures regarding all other business- or finance-related matters of FIFA.

The Council delegates the execution and management of business- or finance-related matters to the general secretariat, which operates under the authority and supervision of the President and the Council and is accountable to them.

3. The Council oversees the overall management of FIFA by the general secretariat.

4. The Council approves the budget and the annual audited financial statements, including the consolidated financial statements, prepared by the Finance Committee and the annual report to be submitted to the Congress for approval.

5. The Council appoints the chairpersons, deputy chairpersons and members of the standing committees and of the chambers of the Football Tribunal.

6. The Council shall propose to the Congress for election the chairpersons, deputy chairpersons and members of the Disciplinary Committee, the Ethics Committee, the Appeal Committee and the Governance, Audit and Compliance Committee.

7. The Council may decide to set up ad hoc committees if necessary at any time.

8. The Council shall appoint the three representatives of FIFA who shall attend the general assembly of The IFAB in addition to the FIFA President. Furthermore, the Council is entitled to decide on how the representatives of FIFA shall vote in The IFAB.

9. The Council shall appoint the Secretary General on the proposal of the President. The Secretary General may be dismissed by the Council acting alone.

10. The Council shall decide the place and dates of the final competitions of FIFA tournaments and the number of teams taking part from each confederation. This shall not apply to decisions on the host country/countries of the FIFA World Cup™ and FIFA Women's World Cup™ final competitions, which shall be voted on by the Congress.

11. The Council shall issue regulations generally and, in particular, the FIFA Governance Regulations.

12. The Council shall deal with all matters relating to FIFA that do not fall within the sphere of responsibility of another body, in accordance with these Statutes.

13. The powers and responsibilities of the Council may be specified in greater detail in the FIFA Governance Regulations.

C. PRESIDENT

35. President

1. The President represents FIFA.
2. The President shall aim to foster a positive image of FIFA and to ensure that FIFA's mission, strategic direction, policies and values, as defined by the Council, are protected and implemented, in particular by the general secretariat.
3. The President shall seek to maintain and develop good relations between and among FIFA, the confederations, member associations, political bodies and international organisations.
4. The President chairs the Congress and meetings of the Council. The President shall have no right to vote at the Congress and shall have one ordinary vote on the Council.
5. The powers and responsibilities of the President may be defined in greater detail in the FIFA Governance Regulations.

D. GENERAL SECRETARIAT

36. General secretariat

1. The general secretariat shall perform its tasks under the direction of the Secretary General, in particular, as regards:
   - organisation of competitions and all related matters, in accordance with the decisions and directions of the Council;
   - the negotiation, execution and performance of all commercial contracts, in accordance with the standards, policies and procedures established by the Council;
   - administrative support for the standing committees of FIFA, in particular with regard to the awarding of football development grants;
   - management of the operations and day-to-day business of FIFA, in accordance with the parameters established by the Council and within the budget established by the Finance Committee; and
   - all other administrative matters necessary for the efficient operation and organisation of FIFA, as required and authorised by the Council.
2. The general secretariat is supervised by, and is accountable to, the President and the Council with regard to the discharge of its functions.
3. The powers and responsibilities of the general secretariat may be defined in greater detail in the FIFA Governance Regulations.

37. Secretary General

1. The Secretary General is responsible for the organisation, management and direction of the general secretariat.
2. The Secretary General is appointed and may be dismissed by the Council, in accordance with article 34 paragraph 9 of these Statutes. The Secretary General shall report to the President and the Council.
3. The Secretary General shall be required to fulfil an eligibility check performed by the Review Committee.
4. The powers and responsibilities of the Secretary General may be defined in greater detail in the FIFA Governance Regulations.

E. BUREAU OF THE COUNCIL

38. Bureau of the Council

1. The Bureau of the Council shall deal with all matters within the competence of the Council requiring immediate decision between two meetings of the Council. The Bureau of the Council shall consist of a maximum of seven members. The FIFA President and the six confederation presidents are ex officio members of the Bureau of the Council.

2. The President shall convene meetings of the Bureau of the Council. If a meeting cannot be convened within an appropriate period of time, decisions may be passed through other means of communication. Such decisions shall have immediate legal effect. The President shall notify the Council immediately of the decisions passed by the Bureau of the Council.

3. All decisions taken by the Bureau of the Council shall be ratified by the Council at its next meeting.

4. If the President is unable to attend a meeting, the longest-serving vice-president of the Council available to attend such meeting shall deputise for the President and act as the presiding official of such meeting.

5. The President is entitled to designate a deputy for any member who is unable to attend or has a conflict of interest. The deputy shall belong to the Council and the same confederation as the member who is unable to attend or has a conflict of interest.

F. STANDING COMMITTEES AND EXPERT PANELS

39. Standing committees

1. The standing committees are:
   (1) the Finance Committee
   (2) the Development Committee
   (3) the Men's National Team Competitions Committee
   (4) the Women's National Team Competitions Committee
   (5) the Men's Club Competitions Committee
   (6) the Women's Club Competitions Committee
   (7) the Olympic Football Committee
   (8) the Youth Boys' Competitions Committee
   (9) the Youth Girls' Competitions Committee
   (10) the Futsal Committee
   (11) the Beach Soccer Committee
   (12) the Men's Football Stakeholders Committee
   (13) the Women's Football Stakeholders Committee
   (14) the Member Associations Committee
   (15) the Referees Committee
   (16) the Medical Committee
   (17) the Men's Players Committee
   (18) the Women's Players Committee
   (19) the Men's Coaches Committee
   (20) the Women's Coaches Committee
   (21) the Fans Committee
   (22) the Technical Development Committee
   (23) the Women's Football Development Committee
   (24) the Grassroots and Amateur Football Committee
   (25) the Institutional Relations Committee
   (26) the Legal Committee
   (27) the Stadium and Security Committee
   (28) the Anti-Racism and Anti-Discrimination Committee
   (29) the Football Social Responsibility Committee
   (30) the Football Technology, Innovation and Digital Transformation Committee
   (31) the Commercial and Marketing Advisory Committee
   (32) the Media and Communications Committee
   (33) the Football Esport Committee
   (34) the Future of Football Committee
   (35) the Laws of the Game Committee

2. The FIFA Governance Regulations shall detail the powers and responsibilities of each standing committee, as well as their composition and structure.

3. The Council may decide to create new committees, on a provisional basis, until their formal inclusion in the above list.

4. The standing committees shall report to the Council. They shall advise and assist the Council in their respective fields of function.

5. Members of the standing committees may at the same time be members of the Council.

6. The chairperson, deputy chairperson and members of each standing committee shall be appointed by the Council on the proposal of the member associations, the FIFA President, the confederations or the FIFA Secretary General. The Council shall ensure appropriate female representation on standing committees. Their terms shall last for four years, beginning upon the respective date of appointment by the Council. Members of the standing committees may be relieved of their duties at any time by the Council.

7. Candidates for the standing committees must pass an eligibility check carried out by the Review Committee.

8. The Council and each committee may, if necessary, set up a bureau and/or sub-committee to settle urgent or specific matters.

40. Expert panels

1. The Council, the FIFA President or the FIFA Secretary General may, if necessary, appoint dedicated expert panels to carry out special technical duties in matters relevant to global football.

2. The members of the expert panels shall be appointed for the period necessary to perform their duties.

3. The composition and structure of each expert panel shall be decided by the Council, the FIFA President or the FIFA Secretary General.

4. The chairperson, deputy chairperson and members of each expert panel shall be appointed by the Council, the FIFA President or the FIFA Secretary General on the proposal of the member associations, the FIFA President, the confederations or the FIFA Secretary General.

5. Candidates for the expert panels must pass an eligibility check carried out by the Review Committee.

6. The FIFA Governance Regulations shall further detail the roles, responsibilities and functioning of the expert panels.

VI. ANNUAL MEMBER ASSOCIATIONS CONFERENCE

41. Annual member associations conference

FIFA shall organise at least once a year, at its own cost, a member associations conference for the presidents of the member associations and/or their top executives, in order to address issues of high relevance for the football world, such as, for instance, football development, integrity, social responsibility, governance, human rights, racism, match-fixing, gender equality, protection of clean athletes and youth, and security.

VII. INDEPENDENT COMMITTEES

42. Institutional independence

The independent committees as well as their individual members shall conduct their activities and perform their duties entirely independently but always in the interests of FIFA and in accordance with the Statutes and regulations of FIFA.

43. Governance, Audit and Compliance Committee

1. The Governance, Audit and Compliance Committee shall consist of the number of members deemed necessary, all of whom must not belong to any other FIFA body. The committee members shall be knowledgeable and experienced in governance and/or financial and/or legal matters and may not be involved in any decision affecting the operations of FIFA.

2. Candidates for any position on the Governance, Audit and Compliance Committee as well as the incumbent members of the committee shall fulfil the independence criteria as defined in the FIFA Governance Regulations and pass an eligibility check carried out by the investigatory chamber of the Ethics Committee.

3. The chairperson, deputy chairperson and members of the Governance, Audit and Compliance Committee shall be elected by the Congress. Their terms shall last four years, beginning at the end of the Congress which has elected them. The chairperson, deputy chairperson and other members of the Governance, Audit and Compliance Committee may only be relieved of their duties by the Congress.

4. The chairperson, deputy chairperson and members of the Governance, Audit and Compliance Committee may serve a maximum of three terms (whether consecutive or not).

5. If the chairperson, deputy chairperson or a member of the Governance, Audit and Compliance Committee resigns or becomes permanently incapacitated with regard to performing their functions during their term of office, the Council shall appoint a replacement to serve until the next Congress, when a replacement shall be elected by the Congress for the remainder of the initial term of office.

6. The Governance, Audit and Compliance Committee shall report to the Congress.

7. The Governance, Audit and Compliance Committee shall advise, assist and oversee the Council in monitoring FIFA's financial, governance and compliance matters, and monitor compliance with the FIFA Governance Regulations. It shall supervise the general secretariat.

8. The Governance, Audit and Compliance Committee shall review the Related-Party Declarations submitted by the members of FIFA committees in accordance with the relevant provisions of the FIFA Governance Regulations.

9. The Governance, Audit and Compliance Committee shall ensure the completeness and reliability of the financial accounting and review the financial statements, the consolidated financial statement and the external auditors' report. The committee shall furthermore monitor FIFA's financial, governance and compliance matters including, in particular, the distribution and flow of development-related funds, and suggest to the appropriate FIFA bodies any action that it deems necessary as a result of such monitoring.

10. The Governance, Audit and Compliance Committee shall establish the following:
    (a) the Review Committee;
    (b) the Human Rights and Sustainability Sub-Committee; and
    (c) the Compensation Sub-Committee.

11. The Review Committee shall conduct eligibility checks in respect of candidates and incumbent members of the Council (including the President), of the standing committees, of the judicial bodies, of the Football Tribunal and in respect of the Secretary General, and shall also conduct independence reviews in respect of candidates and incumbent members of the judicial bodies and the standing committees who must fulfil the independence criteria in accordance with these Statutes and the FIFA Governance Regulations.

12. The Human Rights and Sustainability Sub-Committee shall in particular advise the Governance, Audit and Compliance Committee in their reporting to the Council on matters relating to human rights, safeguarding and child protection, sustainable events and the environment.

13. The Compensation Sub-Committee shall in particular define Compensation Rules and determine the compensation of the FIFA President, the members of the Council and the FIFA Secretary General. The individual compensation of the FIFA President, the members of the Council and the FIFA Secretary General shall be made public.

14. Details of the Governance, Audit and Compliance Committee's, the Review Committee's, the Human Rights and Sustainability Sub-Committee's and the Compensation Sub-Committee's responsibilities, their composition, their internal cooperation and other procedural matters are stipulated in the FIFA Governance Regulations.

44. Judicial bodies

1. The judicial bodies of FIFA are:
    (a) the Disciplinary Committee;
    (b) the Ethics Committee; and
    (c) the Appeal Committee.

2. The Disciplinary Committee and the Appeal Committee shall consist of a chairperson, a deputy chairperson and a specific number of other members. Both chambers of the Ethics Committee shall each consist of a chairperson, two deputy chairpersons and a specific number of other members. The composition of the judicial bodies should respect the fair distribution of positions and take account of the member associations. When proposing chairpersons, deputy chairpersons and other members of judicial bodies to the Congress, the Council shall take into account appropriate female representation on the judicial bodies.

3. The judicial bodies are to be composed in such a way that the members, together, have the knowledge, abilities and specialist experience that is necessary for the due completion of their tasks. The chairpersons and deputy chairpersons of the judicial bodies shall be qualified to practise law.

4. The chairperson and deputy chairperson of the Disciplinary Committee and the chairpersons, deputy chairpersons and members of both chambers of the Ethics Committee and of the Appeal Committee shall fulfil the independence criteria as defined in the FIFA Governance Regulations and must pass an eligibility check carried out by the Review Committee.

5. The chairpersons, deputy chairpersons and other members of the judicial bodies shall be elected by the Congress and shall not be members of any other FIFA body. Their terms shall last four years, beginning at the end of the Congress which has elected them. The chairpersons, deputy chairpersons and other members of the judicial bodies may only be relieved of their duties by the Congress.

6. The chairpersons, deputy chairpersons and members of the judicial bodies may each serve a maximum of three terms (whether consecutive or not).

7. If a chairperson, a deputy chairperson or a member of a judicial body resigns or becomes permanently incapacitated with regard to performing their functions during their term of office, the Council shall appoint a replacement to serve until the next Congress, when a replacement shall be elected by the Congress for the remainder of the initial term of office.

8. The investigatory chamber of the Ethics Committee shall conduct the eligibility checks and independence reviews in respect of candidates and incumbent members of the Governance, Audit and Compliance Committee.

9. The decision-making powers of certain committees remain unaffected.

45. Disciplinary Committee

1. The function of the Disciplinary Committee shall be governed by the FIFA Disciplinary Code.

2. The Disciplinary Committee may pronounce the sanctions described in the FIFA Disciplinary Code on member associations, clubs, officials, players, football agents and match agents.

3. These provisions are subject to the disciplinary powers of the Congress and Council with regard to the suspension and expulsion of member associations.

4. The Council shall issue the FIFA Disciplinary Code.

5. The Disciplinary Committee may propose amendments to its regulations to the Council.

46. Ethics Committee

1. The function of the Ethics Committee shall be governed by the FIFA Code of Ethics. The Ethics Committee shall be divided into an investigatory chamber and an adjudicatory chamber.

2. The Ethics Committee may pronounce the sanctions described in the FIFA Code of Ethics on officials, players, football agents and match agents.

3. The Council shall issue the FIFA Code of Ethics.

4. The Ethics Committee may propose amendments to its regulations to the Council.

47. Appeal Committee

1. The function of the Appeal Committee shall be governed by the FIFA Disciplinary Code and the FIFA Code of Ethics.

2. The Appeal Committee is responsible for hearing appeals against decisions from the Disciplinary Committee that are not declared final by these Statutes or the relevant FIFA regulations.

3. Decisions pronounced by the Appeal Committee shall be irrevocable and binding on all the parties concerned. This provision is subject to appeals lodged with CAS.

VIII. FOOTBALL TRIBUNAL

48. Football Tribunal

1. The Football Tribunal shall pass decisions relating to football-related disputes and regulatory applications. It shall comprise three chambers:
   (a) the Dispute Resolution Chamber;
   (b) the Players' Status Chamber; and
   (c) the Agents Chamber.
2. The functions of the Football Tribunal shall be governed by the Procedural Rules Governing the Football Tribunal, as issued by the Council.
3. The Football Tribunal may pronounce the sanctions described in these Statutes and the FIFA Disciplinary Code on member associations, clubs, officials, players, football agents and match agents.
4. These provisions are subject to the disciplinary powers of the Congress and Council with regard to the suspension and expulsion of member associations.
5. The Football Tribunal may propose amendments to its regulations to the Council.

IX. ARBITRATION

49. Court of Arbitration for Sport (CAS)

1. FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents.
2. The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.
3. All awards passed by CAS concerning FIFA decisions may be published by FIFA.

50. Jurisdiction of CAS

1. Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.
2. Recourse may only be made to CAS after all other internal channels have been exhausted.
3. CAS, however, does not deal with appeals arising from:
   (a) violations of the Laws of the Game;
   (b) suspensions of up to four matches or up to three months (with the exception of doping decisions);
   (c) decisions of the Football Tribunal concerning the recognition of a national dispute resolution chamber; and
   (d) decisions against which an appeal to an independent and duly constituted arbitration tribunal recognised under the rules of an association or confederation may be made.

4. The appeal shall not have a suspensive effect. The appropriate FIFA body or, alternatively, CAS may order the appeal to have a suspensive effect.

5. FIFA is entitled to appeal to CAS against any internally final and binding doping-related decision passed in particular by the confederations, member associations or leagues in accordance with the provisions set out in the FIFA Anti-Doping Regulations.

6. The World Anti-Doping Agency (WADA) is entitled to appeal to CAS against any internally final and binding doping-related decision passed in particular by FIFA, the confederations, member associations or leagues in accordance with the provisions set out in the FIFA Anti-Doping Regulations.

51. Obligations relating to dispute resolution

1. The confederations, member associations and leagues shall agree to recognise CAS as an independent judicial authority and to ensure that their members, affiliated players and officials comply with the decisions passed by CAS. The same obligation shall apply to football agents and match agents that are licensed by FIFA.

2. Recourse to ordinary courts of law is prohibited unless specifically provided for in the FIFA regulations. Recourse to ordinary courts of law for all types of provisional measures is also prohibited.

3. The associations shall insert a clause in their statutes or regulations, stipulating that it is prohibited to take disputes in the association or disputes affecting leagues, members of leagues, clubs, members of clubs, players, officials and other association officials to ordinary courts of law, unless the FIFA regulations or binding legal provisions specifically provide for or stipulate recourse to ordinary courts of law. Instead of recourse to ordinary courts of law, provision shall be made for arbitration. Such disputes shall be taken to an independent and duly constituted arbitration tribunal recognised under the rules of the association or confederation or to CAS.

   The associations shall also ensure that this stipulation is implemented in the association, if necessary by imposing a binding obligation on its members. The associations shall impose sanctions on any party that fails to respect this obligation and ensure that any appeal against such sanctions shall likewise be strictly submitted to arbitration, and not to ordinary courts of law.

X. SUBMISSION TO DECISIONS OF FIFA

52. Implementation of decisions

1. The confederations, member associations and leagues shall agree to comply fully with any decisions passed by the relevant FIFA bodies which, according to these Statutes, are final and not subject to appeal.

2. They shall take every precaution necessary to ensure that their own members, players and officials comply with these decisions.

3. The same obligation applies to football agents and match agents.

53. Sanctions

Any violation of the foregoing provisions will be punished in compliance with the FIFA Disciplinary Code.

XI. FINANCE

54. Financial period

1. The financial period of FIFA shall be four years and shall begin on each 1 January in the year following the final competition of the FIFA World Cup™.
2. The revenue and expenditure of FIFA shall be managed so that they balance out over the financial period. FIFA's major duties in the future shall be guaranteed through the creation of reserves.
3. The Secretary General is responsible for drawing up the annual consolidated accounts of FIFA with its subsidiaries as at 31 December.

55. Auditors

The auditors shall audit the accounts and annual financial statements, including the consolidated financial statements, approved by the Council and present a report to the Congress in accordance with applicable Swiss civil law. The auditors shall be appointed for a period of three years. Their mandates may be renewed.

56. Membership subscriptions

1. Membership subscriptions are due on 1 January of each year. The annual subscription for new member associations for the year in question shall be paid within 30 days of the close of the Congress at which they were admitted.
2. The Congress shall fix the amount of the annual subscription every four years on the recommendation of the Council. It shall be the same for every member association and amount to no more than USD 1,000.

57. Settlement

FIFA may debit any member association's account to settle claims.

58. Levies

1. The confederations may demand a levy on international matches played between two "A" representative teams, in accordance with the confederations' statutes and regulations.
2. Member associations may demand their own levy on matches played in their territory, independently of their confederation, in accordance with the member associations' statutes and regulations.

XII. RIGHTS IN COMPETITIONS AND EVENTS

59. Rights in competitions and events

1. FIFA, its member associations and the confederations are the original owners of all of the rights emanating from competitions and other events coming under their respective jurisdiction, without any restrictions as to content, time, place and law. These rights include, among others, every kind of financial rights, audiovisual and radio recording, reproduction and broadcasting rights, multimedia rights, marketing and promotional rights and incorporeal rights such as emblems and rights arising under copyright law.
2. The Council shall decide how and to what extent these rights are utilised and draw up special regulations to this end. The Council shall decide alone whether these rights shall be utilised exclusively, or jointly with a third party, or entirely through a third party.

60. Authorisation to distribute

1. FIFA, its member associations and the confederations are exclusively responsible for authorising the distribution of image and sound and other data carriers of football matches and events coming under their respective jurisdiction, without any restrictions as to content, time, place and technical and legal aspects.
2. The Council shall issue special regulations to this end.

XIII. COMPETITIONS

A. FIFA FINAL COMPETITIONS

61. Competition venues

1. The Council shall decide the venue for the final competitions organised by FIFA, with the sole exception of the venue for the final competition of the FIFA World Cup™ and the FIFA Women's World Cup™, which shall be decided by the Congress in accordance with paragraph 2 of this article.
2. The decision on the venue for the final competition of the FIFA World Cup™ and the FIFA Women's World Cup™ aims to achieve the objective of securing the best possible hosting conditions in the host country/countries and shall follow the procedure below:
   (a) Based on specific regulations to be issued by the Council, the FIFA general secretariat shall establish a fair and transparent bidding procedure, inviting all qualified member associations to submit a bid and defining in detail the requirements for the bidding and hosting as well as criteria for selecting the host of the event.
   (b) Based on its best judgement, the FIFA general secretariat shall submit to the Council a public report evaluating the compliance of all bids with the bidding procedure and the requirements for hosting the event, taking into consideration the defined criteria for selecting the host.
   (c) The Council shall review the report and designate, based on its best judgement and in an open ballot, up to three bids to be submitted to the Congress for a final decision. The result of each ballot and the related votes by the members of the Council shall be made public.
   (d) The Congress shall select the host venue from the bids designated by the Council. An absolute majority (more than 50%) of the member associations present and eligible to vote is necessary in the first ballot. If an absolute majority is not reached in the first ballot, then the bid with the lowest number of votes in the first ballot is eliminated. In the second ballot, or if fewer than three bids are presented to the Congress, a simple majority (more than 50%) of the valid votes cast is sufficient. The result of each ballot and the related votes by the members of the Congress shall be made public.

3. A Congress may not award the hosting rights to more than one FIFA World Cup™ at the same meeting, except if the Council takes a specific decision in this respect.

4. The right to host the event shall not be awarded to members of the same confederation for two consecutive editions of the FIFA World Cup™.

B. INTERNATIONAL MATCHES AND COMPETITIONS

62. International match calendar

The Council shall compile an international match calendar that shall be binding upon the confederations, member associations and leagues, after conferring with the confederations.

63. International matches and competitions

1. The Council shall be responsible for issuing transparent, objective, non-discriminatory and proportionate regulations for organising international matches and competitions between representative teams and between leagues, club and/or scratch teams. No such match or competition shall take place without the prior permission of FIFA, the relevant confederations and/or the relevant member associations in accordance with the Regulations Governing International Matches.

2. The Council may issue further provisions for such matches and competitions.

3. The Council shall determine any criteria for authorising line-ups that are not covered by the Regulations Governing International Matches.

4. Notwithstanding the authorisation competences as set forth in the Regulations Governing International Matches, FIFA may take the final decision on the authorisation of any international match or competition.

64. Contacts

1. Players and teams affiliated to member associations or provisional members of the confederations may not play matches or make sporting contacts with players or teams that are not affiliated to member associations or provisional members of the confederations without the approval of FIFA.

2. Member associations and their clubs may not play on the territory of another member association without the latter's approval.

65. Authorisation

Associations, leagues or clubs that are affiliated to a member association may only join another member association or take part in competitions on that member association's territory under exceptional circumstances.

In each case, authorisation must be given by both member associations, the respective confederation(s) and by FIFA.

XIV. FINAL PROVISIONS

66. Dissolution

If FIFA is disbanded, its assets shall be transferred to the supreme court of the country in which its headquarters are situated. It shall hold these assets in trust as "bonus pater familiae" until FIFA is re-established.

67. Transitory provisions

1. For members of committees elected or appointed before 27 April 2016, the term limits set forth in articles 33, 43 and 44 of these Statutes shall only apply as from the date of completion of their respective mandates.

2. FIFA's headquarters and legal domicile are located in Zurich (Switzerland), until the Congress takes a decision in accordance with article 1 paragraph 2 of these Statutes.

68. Enforcement

These Statutes were adopted at the Congress on 17 May 2024 and come into force sixty (60) days after the close of the said Congress.

17 May 2024

For FIFA

President
Gianni Infantino



Secretary General
Mattias Grafström



REGULATIONS GOVERNING THE APPLICATION OF THE STATUTES

I. APPLICATION FOR ADMISSION TO FIFA

1. Application for admission

The Council may lay down the procedure for admission in special regulations.

2. Confederations

1. The Council shall decide whether the association fulfils the requirements for admission to FIFA based on the confederation's final report.
2. If the requirements have been fulfilled, the next Congress shall decide whether to admit the association or not.

II. NORMALISATION COMMITTEES

3. Normalisation committees

1. The objective of a normalisation committee is to support and assist a member association and to protect its rights and interests.

2. The process for the appointment and implementation of a normalisation committee shall be carried out by the general secretariat in consultation and collaboration with the relevant confederation. This process shall address, in particular, the tasks of the normalisation committee, the duration of the mandate and the criteria for selection and appointment of the members.

3. The tasks of a normalisation committee may vary depending on the member association's specific situation. However, as a general principle, the tasks of a normalisation committee shall include, without limitation:

   (a) running the daily affairs of the member association;.

   (b) determining, together with the FIFA general secretariat, the need to review the statutes and, where necessary, other regulations of the member association to ensure their compliance with the principles and requirements laid down in the FIFA Statutes; and.

   (c) organising and conducting the election of a new executive body for the member association.

4. A normalisation committee shall always be appointed for a specific period of time. The duration of the mandate shall be reasonable and adapted to the member association's specific situation. If the circumstances so require, the mandate of a normalisation committee may be extended by the Council.

5. A normalisation committee shall consist of a proportionate and suitable number of members. Candidates for a normalisation committee must pass the corresponding eligibility checks carried out by the Review Committee in accordance with the FIFA Governance Regulations.

6. The FIFA Council may issue regulations related to the process for the appointment and implementation of a normalisation committee.

III. MATCH AGENTS AND FOOTBALL AGENTS

4. Match agents

1. Match agents may be employed to arrange friendly matches.

2. Match agents shall hold a FIFA licence.

3. The Council shall issue Match Agent Regulations governing the occupation of match agents.

5. Football agents

1. Players, coaches, clubs, leagues and associations are entitled to engage the services of a football agent to provide services in relation to the transfer and/or employment of players and coaches when concluding an employment contract and/or a transfer agreement.

2. Football agents shall hold a FIFA licence.

3. The Council shall issue Football Agent Regulations governing the occupation of football agents.

IV. ELIGIBILITY TO PLAY FOR REPRESENTATIVE TEAMS

6. Principles

1. Any person holding a permanent nationality that is not dependent on residence in a certain country is eligible to play for the representative teams of the association of that country.

2. There is a distinction between holding a nationality and being eligible to obtain a nationality. A player holds a nationality if, through the operation of a national law, they have:
   (a) automatically received a nationality (e.g. from birth) without being required to undertake any further administrative requirements (e.g. abandoning a separate nationality); or
   (b) acquired a nationality by undertaking a naturalisation process.

3. With the exception of the conditions specified in article 10 below, any player who has already participated in a match (either in full or in part) in an official competition of any category or any type of football for one association may not play an international match for a representative team of another association.

4. For the purposes of articles 7 to 10 below, the phrase "lived on the territory of the relevant association" shall mean a period of physical presence on the territory of that association. The period shall be for a defined period of time (in years) in accordance with the relevant provision.
   (a) The period of physical presence is not interrupted by:
      (i) short absences abroad for personal reasons;
      (ii) holidays abroad during the football off-season;
      (iii) medical treatment or rehabilitation abroad following injury or illness; or
      (iv) travel abroad as a result of football employment.
   (b) The period of physical presence is interrupted (and time requirement resets) where:
      (i) a player is transferred to a club affiliated to a different association; or
      (ii) a player is absent from a territory for any reason other than those set out in paragraph (a) above.

5. Notwithstanding article 6 paragraph 4 (a), unless exceptional circumstances exist, a player must be physically present on the territory of an association for at least 183 days during a 12-month period to be considered to have "lived on the territory" of that association for that year.

6. For the purposes of articles 7 to 10 below, the Procedural Rules Governing the Football Tribunal shall govern any requests for eligibility or change of association.

7. Nationality entitling players to represent more than one association

1. A player who, under the terms of article 6, is eligible to represent more than one association on account of their nationality, may play in an international match for one of these associations only if, in addition to holding the relevant nationality, they fulfil at least one of the following conditions:
   (a) they were born on the territory of the relevant association;
   (b) their biological mother or biological father was born on the territory of the relevant association;
   (c) their grandmother or grandfather was born on the territory of the relevant association; and/or
   (d) they have lived on the territory of the relevant association for at least five years.

2. Regardless of paragraph 1 above, associations sharing a common nationality may make an agreement under which paragraph 1 (d) of this article is deleted completely or amended to specify a longer time limit. Such agreements shall be lodged with and approved by the Council.

3. The associations which share a common nationality shall be identified and updated as appropriate by the FIFA general secretariat in a circular.

8. Acquisition of a new nationality

1. Any player who refers to article 6 paragraph 1 to assume a new nationality and who has not played international football in accordance with article 6 paragraph 3 shall be eligible to play for the representative teams of the new association only if they fulfil one of the following conditions:
   (a) they were born on the territory of the relevant association;
   (b) their biological mother or biological father was born on the territory of the relevant association;
   (c) their grandmother or grandfather was born on the territory of the relevant association; and/or
   (d) they have lived on the territory of the relevant association:
      (i) for players that began living on the territory before the age of 10: at least three years;
      (ii) for players that began living on the territory between the age of 10 and 18: at least five years;
      (iii) for players that began living on the territory from the age of 18: at least five years.
2. A player who seeks to rely upon paragraph 1 (d) (ii) must:
   (a) demonstrate that the move to the territory of the association was not for the purpose of participating for its representative teams; and
   (b) submit, via the relevant association, a request for eligibility to the Football Tribunal.

9. Stateless individuals

1. A player that:
   (a) does not hold any nationality; and
   (b) due to national law of the country of their domicile, will never be granted the nationality of such country,

   may be declared eligible to play for the representative teams of the association concerned, provided that:
   (c) they have lived on the territory of the relevant association for at least five years; and
   (d) they can demonstrate that the move to the territory of the association was not for the purpose of participating for its representative teams.
2. A player who seeks to rely upon paragraph 1 must submit, via the relevant association, a request for eligibility to the Football Tribunal.

10. Change of association

1. A player may, only once, request to change the association for which they are eligible to play to the association of another country of which they hold nationality.
2. A request to change association may be granted only in the following circumstances:
   (a) the player:
      (i) was fielded in a match in an official competition at any level (with the exception of "A" international level) in any kind of football for their current association; and
      (ii) at the time of being fielded for their first match in an official competition in any kind of football for their current association, they already held the nationality of the association which they wish to represent.
   (b) the player:
      (i) was fielded in a match in an official competition at any level (with the exception of "A" international level) in any kind of football for their current association;
      (ii) at the time of being fielded for their first match in an official competition in any kind of football for their current association, they did not hold the nationality of the association which they wish to represent;
      (iii) at the time of being fielded for their last match in an official competition in any kind of football for their current association, they had not turned 21 years old; and
      (iv) meets any of the requirements provided in article 7 or 8.
   (c) the player:
      (i) was fielded in a match in an official competition at "A" international level in any kind of football for their current association;
      (ii) at the time of being fielded for their first match in an official competition (at any level) in any kind of football for their current association, they held the nationality of the association which they wish to represent;
      (iii) at the time of being fielded for their last match in an official competition in any kind of football for their current association, they had not turned 21 years old;

(iv) was fielded in no more than three matches at "A" international level in any kind of football for their current association, whether in an official competition or non-official competition;

(v) at least three years have passed since being fielded for their last match at "A" international level in any kind of football for their current association, whether in an official competition or non-official competition; and

(vi) has never participated in any kind of football at "A" international level in the final tournament of the FIFA World Cup™ or a final tournament of a confederation competition.

(d) the player:

(i) wishes to represent an association that was admitted to FIFA membership after being fielded in their first match in an official competition (at any level) in any kind of football for their current association;

(ii) was never fielded in a match in an official competition (at any level) in any kind of football for their current association after the association which they wish to represent was admitted to FIFA membership;

(iii) at the time of being fielded for their first match in an official competition (at any level) in any kind of football for their current association:

a. held the nationality of the association which they wish to represent; or

b. obtained the nationality of the association which they wish to represent as soon as reasonably practicable after the country was recognised by the majority of members of the United Nations;

(iv) meets any of the requirements provided in article 7 or 8.

(e) the player:

(i) was fielded in a match in an official competition at "A" international level in any kind of football for their current association;

(ii) permanently loses their nationality without their consent or against their will due to a decision by a government authority; and

(iii) holds the nationality of the association that they wish to represent.

3. A player is not permitted to play for their new association in any competition in which they have already played for their previous association.

4. A player who seeks to rely upon paragraph 2 must submit, via the relevant association, a request for change of association to the Football Tribunal.

5. A player that was:

(a) granted a change of association; and

(b) was not fielded in a match in any (official or unofficial) competition in any kind of football by the new association,

may request a change of association back to their former association provided they continue to hold the nationality of such association.

6. A player who seeks to rely upon paragraph 5 must submit, via the relevant association, a request for change of association to the Football Tribunal.

7. A player that has filed a request in accordance with this article is not eligible to participate for any representative team until the request has been decided upon.

V. SPORTING INTEGRITY

11. Principle of promotion and relegation

1. A club's entitlement to take part in a domestic league championship shall depend principally on sporting merit. A club shall qualify for a domestic league championship by remaining in a certain division or by being promoted or relegated to another at the end of a season.

2. In addition to qualification on sporting merit, a club's participation in a domestic league championship may be subject to other criteria within the scope of the licensing procedure, whereby the emphasis is on sporting, infrastructural, administrative, legal and financial considerations. Licensing decisions must be able to be examined by the member association's body of appeal.

3. Altering the legal form or company structure of a club to facilitate its qualification on sporting merit and/or its receipt of a licence for a domestic league championship, to the detriment of the integrity of a sports competition, is prohibited. This includes, for example, changing the headquarters, changing the name or transferring stakeholdings between different clubs. Prohibitive decisions must be able to be examined by the member association's body of appeal.

4. Each member association is responsible for deciding national issues, which may not be delegated to the leagues. Each confederation is responsible for deciding issues involving more than one association concerning its own territory. FIFA is responsible for deciding international issues involving more than one confederation.

VI. LAWS OF THE GAME

12. Amendments to the Laws of the Game

1. FIFA shall notify its member associations of any amendments and decisions regarding the Laws of the Game within one month of the ordinary annual meeting of The IFAB.

2. The member associations shall enforce these amendments and decisions no later than 1 July following The IFAB's annual meeting. Exceptions may be granted only to member associations whose football season has not terminated by this date.

3. Member associations may apply such amendments and decisions as soon as they have been issued by The IFAB.

VII. REFEREES AND ASSISTANT REFEREES

13. Nomination

1. Each referee and assistant referee appointed to an international match shall belong to a neutral member association unless otherwise previously agreed by the member associations concerned.
2. The referee and assistant referees chosen to officiate at an international match shall be included in the official FIFA List of International Referees and Assistant Referees.

14. Report

1. The referee of every international "A" match shall send a report within 48 hours of the match both to FIFA and the member association on whose territory the match was played.
2. This report shall be made on the official form given to the referee by the member association under whose jurisdiction the match was played.
3. The report shall record all the disciplinary measures taken and the reasons for these measures.

15. Reimbursement

1. Referees and assistant referees at international matches shall be entitled to:
   (a) a daily allowance;
   (b) reimbursement of travel expenses.
   FIFA shall determine the amounts, travel category and number of days due for reimbursement to which referees and assistant referees are entitled.
2. The amount owed to the referees and assistant referees shall be paid to them in an easily convertible currency on the same day as the match by the organising member association.
3. The expenses for hotel and board incurred by referees and assistant referees of international matches shall be borne by the organising member association.

VIII. FINAL PROVISIONS

16. Objectives

1. FIFA shall ensure that its objectives are achieved and secured solely by using suitable material and human resources either of its own or by delegating to member associations or confederations or by working with the confederations in accordance with the FIFA Statutes.

2. With reference to article 2 (g) of the FIFA Statutes, FIFA shall take action especially, but not exclusively, against irregular betting activities, doping and racism. These activities are prohibited and subject to sanctions.

17. Enforcement

The Regulations Governing the Application of the Statutes were adopted at the Congress on 17 May 2024 and come into force immediately after adoption.

17 May 2024

For FIFA

President
Gianni Infantino

Secretary General
Mattias Grafström

STANDING ORDERS OF THE CONGRESS

1. Participation in the Congress

1. Each member association may be represented at the Congress by a maximum of three delegates, all of whom may take part in the debates. It is recommended that at least one of the delegates be a woman.

2. The names of the delegates, including the one with the right to vote, shall be submitted to the general secretariat before the opening of the Congress. The general secretariat enters the delegates mentioned on to a list (numbered 1 to 3). The delegate with the right to vote is entered as number 1. If the delegate with the right to vote leaves the Congress during the debates, the delegate entered as number 2 on the member association's delegation list is entitled to vote. If this delegate is also absent, the delegate entered as number 3 is entitled to vote.

3. FIFA shall bear the costs of travel and accommodation for three delegates of each member association taking part in the Congress. The Council shall issue appropriate directives in this connection.

2. Chair

1. The President shall chair the Congress. If the President is unable to attend, the longest-serving vice-president available shall deputise. If none of the vice-presidents is present, the Congress shall elect a member of the Council as chairperson.

2. The chair shall ensure that the Congress is conducted in strict compliance with these Standing Orders, open and close the Congress and debates, and, unless the Congress decides otherwise, grant delegates permission to speak and conduct all discussions.

3. The chair shall be responsible for maintaining order during debates.

   The chair may take the following action against any Congress participant who disturbs the debates:

   (a) a call to order;

   (b) a reprimand;

   (c) exclusion from one or more sessions.

4. If an appeal is made against such action, the Congress shall decide immediately without debate.

3. Scrutineers

At the beginning of the first session, the Congress shall appoint an adequate number of scrutineers to count the votes and to assist the Secretary General in distributing and counting voting papers issued for the elections. The Council may decide to use electronic equipment to determine the results of a vote.

4. Interpreters

Official interpreters shall be appointed to translate into the official languages of the Congress. They shall be appointed by the Secretary General.

5. Debates

1. Debates on each item on the agenda shall be preceded by a short report:

   (a) by the chair or a member of the Council designated for this purpose;

   (b) by a representative of the committee designated by the Council to give a report;

   (c) by a delegate from the member association that requested the item be included in the agenda.

2. The chair then opens the debate.

6. Speakers

1. Permission to speak is granted in the order in which it is requested. A speaker may not begin speaking until they have obtained permission to do so. Speakers shall address the Congress from the rostrum intended for this purpose.

2. A speaker may not speak for a second time on the same item until all other delegates who have requested permission to speak have spoken.

7. Proposals

1. All proposals shall be submitted in writing. Proposals which are not relevant to the subject under discussion shall not be admitted to the debate.
2. Any amendment shall be drawn up in writing and passed to the chair before being put to the debate.

8. Procedural motions and closing of debates

1. If a procedural motion is made, discussion on the main question shall be suspended until a vote has been taken on the motion.
2. If a motion is made to close the discussion, it shall immediately be put to the vote without debate. If the motion is approved, permission to speak shall only be granted to those member associations who have asked to speak before the vote was taken.
3. The chair shall close the discussion unless the Congress decides otherwise by a simple majority (more than 50%) of the valid votes cast.

9. Votes

1. Voting by secret ballot is prohibited. Voting by proxy or by letter is not permitted at a Congress held in person. When a Congress is held by teleconference, by videoconference or by another means of communication, voting by correspondence and/or online is permitted.
2. Before each vote, the chair, or the person designated by the chair, shall read the text of the proposal aloud and explain the voting procedure (quorum) to the Congress. If an objection is raised, the Congress shall decide immediately.
3. Votes may be taken by roll call if requested by at least 15 of the member associations present and eligible to vote.
4. No-one is compelled to vote.
5. As a rule, votes are taken by a show of hands (voting cards) or by the use of electronic equipment.
6. Proposals shall be put to the vote in the order in which they are submitted. If there are more than two main proposals, they shall be put to the vote in succession and the delegates may not vote for more than one of the proposals.
7. Alterations to amendments shall be put to the vote before the amendments proper, and amendments before the main proposal.
8. Proposals without a vote against are regarded as having been passed.
9. The chair shall check the result of the vote and announce it to the Congress.
10. No one is permitted to speak during the vote and until after the result has been announced.

10. Elections

1. Elections shall be carried out by secret ballot. They shall either be conducted with ballot papers or by using televoters, electronic vote counters that guarantee the secrecy of the election. Elections of the President shall not be carried out by using televoters. The Secretary General, assisted by the scrutineers, shall conduct the distribution and counting of the ballot papers or the distribution and evaluation of the televoters.
2. The number of ballot papers that have been distributed shall be announced by the chair before the count.
3. If the number of ballot papers returned is equal to or fewer than the number of ballot papers distributed, the election shall be declared valid. If the number returned exceeds that of the ballot papers distributed, the vote shall be declared null and void and another vote shall be taken immediately.
4. The chair shall announce the result of each ballot.
5. The Secretary General shall put the ballot papers that have been collected and counted into envelopes intended for this purpose and seal them immediately. The general secretariat shall keep these envelopes and destroy them 100 days after the end of the Congress.

11. Calculation of majorities

1. The simple majority (more than 50%) shall be calculated for elections, votes and other decisions on the basis of the number of valid ballot papers collected or the number of valid votes cast electronically. Blank ballot papers, invalid votes or electronic votes manipulated in any other way as well as abstentions shall be disregarded when calculating the simple majority.

2. The absolute majority (more than 50%) shall be calculated on the basis of the number of member associations present and eligible to vote.

3. If during an election a member association casts two or more votes in support of one candidate on one ballot paper or through an electronic vote counter in an election round, or if during a vote a member association casts two or more votes for the same matter, only the last vote cast shall be considered valid and counted.

12. Enforcement

These Standing Orders of the Congress were adopted by the Congress on 17 May 2024 and come into force immediately after adoption.

17 May 2024

For FIFA

President
Gianni Infantino

Secretary General
Mattias Grafström





FIFA

FIFA®



FIFA Disciplinary Code

SEPTEMBER 2025 EDITION

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I.

General Provisions

1. OBJECT

This Code describes infringements of the rules in FIFA regulations, determines the sanctions incurred, regulates the organisation and function of the FIFA judicial bodies responsible for taking decisions and the procedures to be followed before said bodies.

2. SCOPE OF APPLICATION: SUBSTANTIVE LAW

1. This Code applies to every match and competition organised by FIFA and to matches and competitions in association football that do not fall under the jurisdiction of the confederations and/or the member associations, unless otherwise stipulated in this Code.
2. This Code also applies to any breach of FIFA's statutory objectives as well as of any FIFA rule that does not fall under the jurisdiction of any other FIFA body.

3. SCOPE OF PERSONAL APPLICATION

The following are subject to this Code:

a) member associations;

b) members of member associations, in particular the clubs;

c) officials;

d) players;

e) match officials;

f) football agents licensed by FIFA;

g) match agents licensed by FIFA;

h) single-entity leagues;

i) anyone elected or assigned by FIFA to exercise a function, in particular with regard to a match, competition or other event organised by FIFA.

4. SCOPE OF TEMPORAL APPLICATION

1. This Code applies to all disciplinary offences committed following the date on which it comes into force.
2. This Code also applies to all disciplinary offences committed prior to the date on which it comes into force, subject to any milder sanction that would apply under previous rules.
3. Disciplinary proceedings instigated against someone who was under FIFA's jurisdiction as per article 3 on the day the alleged disciplinary offence was committed shall not be abandoned by the FIFA judicial bodies solely because the person involved is no longer under FIFA's jurisdiction.

5. APPLICABLE LAW

The FIFA judicial bodies base their decisions:

a) primarily, on the FIFA Statutes as well as FIFA's regulations, circulars, directives and decisions, and the Laws of the Game; and

b) subsidiarily, on Swiss law and any other law that the competent judicial body deems applicable.

6. DISCIPLINARY MEASURES

1. The following disciplinary measures may be imposed on natural and legal persons:
   a) warning;
   b) reprimand;
   c) fine or any other pecuniary measure;
   d) return of awards;
   e) withdrawal of a title;
   f) order to fulfil a financial obligation arising or existing in the context of a trial.
2. The following disciplinary measures may be imposed on natural persons only:
   a) suspension for a specific number of matches or for a specific period;
   b) ban from dressing rooms and/or team bench;
   c) ban on taking part in any football-related activity;
   d) community football service;
   e) suspension or withdrawal of a football agent licence;
   f) suspension or withdrawal of a match agent licence.

3. The following disciplinary measures may be imposed on legal persons only:

   a) ban on registering new players;

   b) playing a match without spectators;

   c) playing a match with a limited number of spectators;

   d) playing a match on neutral territory;

   e) ban on playing in a particular stadium;

   f) annulment of the result of a match;

   g) deduction of points;

   h) relegation to a lower division;

   i) expulsion from a competition in progress or from future competitions;

   j) forfeit;

   k) replaying a match;

   l) implementation of a prevention plan;

   m) forfeiture of training rewards that are due;

   n) payment of restitution to an affiliated club;

   o) payment of a specific amount to a club or a member association.

4. In general, fines shall not be less than CHF 100 or more than CHF 1,000,000. However, fines in relation to specific provisions of this Code may extend beyond that range.

5. Member associations are jointly liable for fines imposed on representative team players and officials. The same applies to clubs in respect of their players and officials.

6. The disciplinary measures provided for in this Code may be combined.

7. DIRECTIVES

1. Directives require those affected by them to behave in a certain manner.

2. In addition to disciplinary measures, the FIFA judicial bodies may issue directives stipulating the manner in which a disciplinary measure must be carried out, including the date and conditions on which the disciplinary measure is enforced.

3. The FIFA judicial bodies may also award compensation for damage where an association or club is liable for that damage on the basis of article 8 or 17.

8. RESPONSIBILITY

1. Unless otherwise specified in this Code, infringements are punishable regardless of whether they have been committed deliberately or negligently. In particular, member associations and clubs may be responsible for the behaviour of their members, players, officials or supporters or any other person carrying out a function on their behalf even if the association or club concerned can prove the absence of any fault or negligence.
2. Acts amounting to attempt are also punishable.
3. Anyone who takes part in committing an infringement or induces someone to do so, whether as instigator or accomplice, may also be sanctioned.

9. DECISIONS OF THE REFEREE

1. Decisions taken by the referee on the field of play are final and may not be reviewed by the FIFA judicial bodies.
2. In cases where a decision by the referee involves an obvious error (such as mistaking the identity of the person penalised), the FIFA judicial bodies may only review the disciplinary consequences of that decision. In cases of mistaken identity, disciplinary proceedings may, in accordance with this Code, be opened only against the person who was actually at fault.
3. A protest against a caution or a sending-off from the field of play after two cautions is admissible only if the referee's error was to mistake the identity of the player.
4. In cases of serious misconduct, disciplinary action may be taken even if the referee and their assistants did not see the event in question and were therefore unable to take any action.
5. The provisions of this Code relating to protests against match results affected by a referee's decision that was an obvious violation of a rule remain applicable.

10. LIMITATION PERIOD FOR PROSECUTION

1. Infringements may no longer be prosecuted in accordance with the following periods:

   a) two years for infringements committed during a match;

   b) ten years for anti-doping rule violations (as defined in the FIFA Anti-Doping Regulations), infringements relating to international transfers involving minors, and match manipulation;

   c) five years for all other offences.

2. The limitation period runs as follows:

   a) from the day on which the perpetrator committed the infringement;

   b) if the infringement is recurrent, from the day on which the most recent infringement was committed;

   c) if the infringement lasted for a certain period, from the day on which it ended;

   d) from the day on which the decision of the Football Tribunal or the Court of Arbitration for Sport (CAS) becomes final and binding.

3. The limitation periods set out above are interrupted by all procedural acts, starting afresh with each interruption.

11. DUTY TO REPORT

1. Anyone subject to this Code shall immediately report to the secretariat of the Disciplinary Committee any violation of, or attempt to violate, this Code by any third party.

2. Anyone subject to this Code who makes an unfounded or irresponsible accusation may be sanctioned.

12. DUTY TO COLLABORATE

1. The parties shall act in good faith throughout the proceedings.

2. The parties or the persons subject to this Code shall collaborate to establish the facts and, in particular, comply with requests for information from a FIFA body, committee, subsidiary or instance, as well as from the FIFA administration.

3. In particular, persons subject to this Code shall help to establish and/or clarify the facts of a case or any possible breaches of this Code and, in particular, shall provide any evidence requested.

4. Any breach of this article by any person subject to this Code may lead to the appropriate sanctions being imposed by the relevant judicial body.

5. If the parties fail to collaborate, especially if they ignore the stipulated time limits, the judicial body may nonetheless reach a decision on the case using the file in its possession.

II.

Offences

CHAPTER 1. INFRINGEMENTS OF THE LAWS OF THE GAME

13. OFFENSIVE BEHAVIOUR AND VIOLATIONS OF THE PRINCIPLES OF FAIR PLAY

1. Member associations and clubs, as well as their players, officials and any other member and/or person carrying out a function on their behalf, must respect the Laws of the Game, as well as the FIFA Statutes and FIFA's regulations, directives, guidelines, circulars and decisions, and comply with the principles of fair play, loyalty and integrity.

2. For example, anyone who acts in any of the following ways may be subject to disciplinary measures:

   a) violating the basic rules of decent conduct;

   b) insulting a natural or legal person in any way, especially by using offensive gestures, signs or language;

   c) using a sports event for demonstrations of a non-sporting nature;

   d) behaving in a way that brings the sport of football and/or FIFA into disrepute;

   e) actively altering the age of players shown on the identity cards they produce at competitions that are subject to age limits.

CHAPTER 2. DISORDERLINESS AT MATCHES AND COMPETITIONS

14. MISCONDUCT OF PLAYERS AND OFFICIALS

1. Players and officials shall be suspended for misconduct as specified below and may be fined accordingly:

   a) one match for players who are sent off for denying the opposing team a goal or an obvious goalscoring opportunity;

   b) at least one match or an appropriate period of time for unsporting behaviour towards an opponent or a person other than a match official;

   c) at least one match for officials who are sent off for dissent by word or action;

   d) at least one match for deliberately receiving a yellow or red card, including in order to be suspended for an upcoming match or to ultimately have a clean record;

   e) at least two matches for serious foul play;

   f) at least two matches for provoking spectators at a match by any means;

   g) at least two matches or a specific period for acting with obvious intent to cause a match official to make an incorrect decision or supporting their error of judgement and thereby causing them to make an incorrect decision;

   h) at least three matches for violent conduct;

   i) at least three matches or an appropriate period of time for assault, including elbowing, punching, kicking, biting, spitting at or hitting an opponent or a person other than a match official;

   j) at least four matches or an appropriate period of time for unsporting behaviour towards a match official;

   k) at least ten matches or an appropriate period of time for intimidating or threatening a match official;

   l) at least 15 matches or an appropriate period of time for assaulting a match official, including elbowing, punching, kicking, biting, spitting or hitting.

2. The misconduct described in paragraph 1 b), f), j) and k) is also subject to the respective sanctions in this Code, despite the fact that the offence has been committed off the field of play (including via social networks).

3. If the suspension is to be served in terms of matches, only those actually played by the respective team count towards execution of the suspension. It is not necessary for a player to be included on the team sheet for the respective match or competition in order for a match suspension to be considered served.

4. A player or official who, in the context of a match (including pre- and post-match) or competition, publicly incites others to hatred or violence will be sanctioned with a ban on taking part in any football-related activity for no less than six months and with a minimum fine of CHF 5,000. In serious cases, in addition to the above sanctions and in particular if the infringement is committed using social networks and/or the mass media (such as the press, radio or television) or takes place on a matchday in or around a stadium, the minimum fine will be CHF 20,000.

5. If a national or club team conducts itself improperly (for example, if individual disciplinary sanctions are imposed by the referee on five or more players – three or more in the case of futsal – during a match), disciplinary measures may also be taken against the association or club concerned.

6. Additional disciplinary measures may also be imposed in all cases.

15. DISCRIMINATION AND RACIST ABUSE

1. Any person who offends the dignity or integrity of a country, a person or group of people through contemptuous, discriminatory or derogatory words or actions on account of race, skin colour, ethnicity, nationality, social origin, gender, disability, sexual orientation, language, religion, political or any other opinion, wealth, birth or any other status or any other reason shall be sanctioned with a suspension lasting at least ten matches or a specific period, or any other appropriate disciplinary measure.

2. Member associations and clubs shall take all necessary and reasonable measures to ban from entering stadiums any person who has been charged with, or found guilty of, having racially abused a player, match official, coach, other team official or any other person exercising an official role during a match through contemptuous, discriminatory or derogatory words or actions on account of race, skin colour, descent, nationality or ethnicity, including via social media or any other digital platform or written medium.

3. In the event of racist abuse occurring during a match, the referee will implement FIFA's three-step anti-discrimination procedure, in line with the relevant regulations and circular letters. The procedure allows the referee to 1) stop the match, 2) suspend the match and 3) abandon the match.

4. Any player or official who is the victim of racist abuse by the crowd during a match may inform the referee by using the appropriate gesture, as outlined in the relevant FIFA rules, or by any other means. The referee may then immediately implement the first step of FIFA's three-step anti-discrimination procedure, as described in

paragraph 3 above. Subsequently, the host club, member association or organising authority shall immediately deploy the necessary personnel to the relevant section of the stadium with the aim of stopping the racist abuse. The player or official may also identify the person(s) involved in perpetrating such abuse and request that they be removed from the stadium whenever possible. If they cannot be removed due to security reasons and the racist abuse continues, the referee may implement the second step of FIFA's three-step anti-discrimination procedure until the abuse desists.

5. In cases where the racist abuse has been personally verified by the referee and the second step of FIFA's three-step anti-discrimination procedure (i.e. suspend the match) has been applied per paragraph 3 above, the player or official who has been subjected to the abuse may provide the Disciplinary Committee with a victim statement. If the club or member association concerned is unable to provide enough evidence or clarification to disprove the racist abuse alleged by the player or official, the player or official's statement will be accepted. In such cases, and after all the relevant circumstances have been considered, the Disciplinary Committee may decide to declare the match forfeited by the responsible club or member association.

6. If one or more supporters of a representative team or club engage in the behaviour described in paragraph 1 above, the member association or club responsible will be subject to the following disciplinary measures, even if the member association or club concerned can prove the absence of any fault or negligence:

   a) For a first offence, playing a match with a limited number of spectators and a fine of at least CHF 20,000 shall be imposed on the association or club concerned, unless this would lead to an unreasonable financial impact on the affected member association or club, in which case the fine may be reduced, on an exceptional basis, to no less than CHF 1,000. As an exception to article 6.4 of this Code, the maximum fine to be imposed in cases of racist abuse against a player, match official, coach, other team official or any other person exercising an official role during a match shall be CHF 5,000,000;

   b) For recidivists or repeat incidents, or if the circumstances of the case require it, disciplinary measures such as the implementation of a prevention plan, a fine, a points deduction, playing one or more matches without spectators, a ban on playing in a particular stadium, the forfeiting of a match, expulsion from a competition or relegation to a lower division may be imposed on the association or club concerned.

7. The competent judicial body may deviate from the above minimum sanctions if the association and/or club concerned commits to developing, in conjunction with FIFA, a comprehensive plan to ensure action against discrimination and to prevent repeated incidents. The plan shall be approved by FIFA and shall include, at least, the following three focus areas:

a) Educational activities (including a communication campaign aimed at supporters and the general public). The effectiveness of the campaign will be reviewed regularly.

b) Stadium security and dialogue measures (including a policy on how offenders will be identified and dealt with through football sanctions, a policy on escalation to state (criminal) legal authorities, and a dialogue with supporters and influencers on how to create change).

c) Partnerships (including working with supporters, NGOs, experts and stakeholders to advise on and support the action plan and ensure effective and ongoing implementation).

8. Persons who are bound by this Code and have been the victim of potential discriminatory behaviour may be invited by the respective judicial body to make an oral or written victim impact statement, and will have the right to request the motivated decision in proceedings before the judicial bodies, as well as to lodge an appeal and act as party in the disciplinary appeal proceedings in accordance with the applicable provisions of this Code.

9. Unless there are exceptional circumstances, if a match is abandoned by the referee because of discriminatory behaviour and/or racist abuse, the match shall be declared forfeited.

16. UNPLAYED MATCHES AND ABANDONMENT

1. If a match cannot take place or cannot be played in full for reasons other than force majeure, but due to the behaviour of a team or behaviour for which an association or a club is liable, the association or the club will be sanctioned with a minimum fine of CHF 10,000. The match will either be forfeited or replayed.

2. Additional disciplinary measures may be imposed on the association or club concerned.

3. If a match was abandoned and is to be replayed in full, any caution issued during that match shall be annulled. If a match was abandoned, in particular for reasons of force majeure, and it recommences at the minute at which play was interrupted, any caution imposed before the match was abandoned remains valid for the remainder of the match. If the match is not to be replayed, the cautions received by the teams shall be upheld.

17. ORDER AND SECURITY AT MATCHES

1. Host clubs and member associations are responsible for order and security both in and around the stadium before, during and after matches. Without prejudice to their responsibility for the inappropriate behaviour of their own supporters, they are liable for incidents of any kind, including but not limited to those listed in paragraph 2 below, and may be subject to disciplinary measures and directives unless they can prove that they have not been negligent in any way in the organisation of the match. In particular, member associations, clubs and licensed match agents who organise matches shall:

   a) assess the degree of risk posed by the match and notify the FIFA bodies of those that are especially high-risk;

   b) comply with and implement existing safety rules (FIFA regulations, national laws, international agreements) and take every safety precaution demanded by the circumstances in and around the stadium before, during and after the match and if incidents occur;

   c) ensure the safety of the match officials and the players and officials of the visiting team during their stay;

   d) keep local authorities informed and collaborate with them actively and effectively;

   e) ensure that law and order are maintained in and around the stadiums and that matches are organised properly.

2. All member associations and clubs are liable for inappropriate behaviour on the part of one or more of their supporters as stated below and may be subject to disciplinary measures and directives even if they can prove the absence of any negligence in relation to the organisation of the match:

   a) the invasion or attempted invasion of the field of play;

   b) the throwing of objects;

   c) the lighting of fireworks or any other objects;

   d) the use of laser pointers or similar electronic devices;

   e) the use of gestures, words, objects or any other means to transmit a message that is not appropriate for a sports event, particularly messages that are of a political, ideological, religious or offensive nature;

   f) acts of damage;

   g) causing a disturbance during national anthems;

   h) any other lack of order or discipline observed in or around the stadium.

18. PROTESTS

1. Member associations and their clubs are entitled to lodge protests. Protests must reach the Disciplinary Committee in writing via the FIFA Legal Portal, indicating the relevant grounds, within 24 hours of the end of the match in question.
2. The 24-hour time limit cannot be extended. For the sake of the smooth running of the competition, the corresponding competition regulations may shorten the protest deadline accordingly.
3. The protest fee is CHF 1,000. It must be paid when the protest is lodged and is reimbursed only if the protest is admitted in full.
4. A protest is admissible only if the protest fee is paid in accordance with paragraph 3 above and only if it is based on:

   a) an ineligible player's participation in a match as a consequence of that player not fulfilling the conditions defined in the relevant FIFA regulations;

   b) an unfit field of play, as long as the referee was informed as soon as the problem was reported or observed (whether in writing before the match, or orally by a team captain, in the presence of the captain of the opposing team, during the match);

   c) an obvious error by the referee as defined in article 9 of this Code, in which case the protest may be directed only at the disciplinary consequences of the referee's obvious error.

19. FIELDING AN INELIGIBLE PLAYER

1. If a player fielded in a match and/or competition is declared ineligible, the FIFA judicial bodies, taking into consideration the integrity of the competition concerned, may impose any appropriate disciplinary measures.
2. If a player fielded in a match is declared ineligible following a protest, the team to which the player belongs will be sanctioned by forfeiting the match and paying a minimum fine of CHF 6,000. The player may also be sanctioned.
3. The Disciplinary Committee may act *ex officio*.

20. MANIPULATION OF FOOTBALL MATCHES AND COMPETITIONS

1. Anyone who directly or indirectly, by an act or an omission, unlawfully influences or manipulates the course, result or any other aspect of a match and/or competition or conspires or attempts to do so by any means shall be sanctioned with a minimum five-year ban on taking part in any football-related activity as well as a fine of at least CHF 100,000. In serious cases, a longer ban period, including a potential lifetime ban on taking part in any football-related activity, shall be imposed.

2. If a player or official engages in behaviour described in paragraph 1, the club or association to which the player or official belongs may be sanctioned with the forfeiting of the match in question or may be declared ineligible to participate in a different competition, provided the integrity of the competition is protected. Additional disciplinary measures may be imposed.

3. Persons bound by this Code must cooperate fully with FIFA at all times in its efforts to combat such behaviour and shall therefore immediately and voluntarily report to the secretariat of the Disciplinary Committee any approach in connection with activities and/or information directly or indirectly related to the possible manipulation of a football match or competition as described above. Any breach of this provision shall be sanctioned with a ban of at least two years on taking part in any football related activity and a fine of at least CHF 15,000.

4. The Disciplinary Committee shall be competent to investigate and adjudicate all conduct on and off the field of play in connection with the manipulation of football matches and competitions.

CHAPTER 3. OTHER PROVISIONS

21. FAILURE TO RESPECT DECISIONS

1. Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee, a subsidiary or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision) passed by a body, a committee, a subsidiary or an instance of FIFA, or by CAS:

   a) may be fined for failing to comply with a decision and receive any pertinent additional disciplinary measure; and, if necessary:

   b) will be granted a final deadline in which to pay the amount due or to comply with the non-financial decision;

   c) may be ordered to pay an interest rate of 18% p.a. to the creditor as from the date of the decision of the Disciplinary Committee rendered in connection to a CAS decision on an appeal against a (financial) decision passed by a body, a committee, a subsidiary or an instance of FIFA;

   d) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a ban on registering new players in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason;

   e) in the case of member associations, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, additional disciplinary measures may be imposed;

   f) in the case of natural persons, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on any football-related activity for a specific period may be imposed. Other disciplinary measures may also be imposed.

2. With regard to financial decisions passed by a body, a committee, a subsidiary or an instance of FIFA, or CAS, disciplinary proceedings may only commence at the request of the creditor or any other affected party who is entitled to be notified of the final outcome of the said disciplinary proceedings, including the motivated decision if so requested.

3. If the sanctioned person disregards the final time limit, FIFA and/or the relevant association (in cases involving clubs or natural persons) shall implement the sanctions imposed. Where a registration ban (in the case of a club), a ban on any football-related activity (in the case of a natural person) or a disciplinary measure (in the case of member associations) has been enforced against a debtor in accordance with this article in relation to a financial obligation resulting from a CAS or FIFA decision and where the debtor provides FIFA with reliable evidence of having complied with such decision, such ban or measure may be provisionally lifted.

   The creditor will be invited to confirm whether such payment has been made.

   a) Should the debtor have provided accurate information and fully settled its financial obligation, the ban or measure is considered permanently lifted.

   b) Should the debtor have provided inaccurate information and/or have failed to comply with its financial obligation in full, the Disciplinary Committee may decide to:

      i. reinstate the ban or measure; and

      ii. impose additional disciplinary measures.

4. The sporting successor of a non-compliant party shall also be considered a non-compliant party and thus subject to the obligations under this provision. Criteria to assess whether an entity is to be considered as the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition concerned.

5. With regard to financial decisions passed by a body, a committee, a subsidiary or an instance of FIFA, or CAS, creditors are expected to remain vigilant and take prompt legal action to enforce any financial claims arising from such decisions, including by actively registering their claims in accordance with the relevant domestic insolvency or bankruptcy proceedings, unless said claims are registered *ex officio* in those proceedings.

   a) Debtors must notify creditors in a timely and reasonable manner about the initiation of domestic insolvency or bankruptcy proceedings, and no later than 15 days after becoming aware of the initiation of such proceedings. They must also outline the creditors' rights in the proceedings and the methods available to the creditors for registering a claim.

   b) Creditors shall be considered negligent if they fail to register their claims without valid justification and despite having been informed by the debtor about the initiation of domestic insolvency or bankruptcy proceedings.

   c) Creditors shall not be considered negligent if they are unable to register their claims in the relevant domestic insolvency or bankruptcy proceedings if the

financial decision passed by a body, a committee, a subsidiary or an instance of FIFA, or CAS, is issued when the domestic registration period for claims has expired and cannot be reopened.

6. Any financial or non-financial decision that has been issued against a club by a competent decision-making body within the relevant association shall be enforced by the association of the deciding body that has issued the decision in accordance with the principles established in this article and in compliance with the applicable disciplinary regulations. An association will be fined for failing to enforce the decision in accordance with this article. In the event of persistent failure to enforce the decision, additional disciplinary measures may be imposed on the association.

7. Any financial or non-financial decision that has been issued against a natural person by a competent decision-making body within the relevant association shall be enforced by the association of the deciding body that has issued the decision or by the natural person's new association, if the natural person has, in the meantime, been registered or licensed at another association, or otherwise employed by a club affiliated to another association or by another association, in accordance with the principles established in this article and in compliance with the applicable disciplinary regulations. An association will be fined for failing to enforce the decision in accordance with this article. In the event of persistent failure to enforce the decision, additional disciplinary measures may be imposed on the association.

8. Any financial decision issued by the Football Tribunal or FIFA imposing disciplinary measures, such as a ban from registering any new players – either nationally or internationally – or a restriction on playing in official matches, will be automatically enforced by FIFA and the relevant member association. FIFA will be competent to deal with any issue relating to the enforcement of such decisions, including but not limited to the potential recognition of the sporting successor and the assessment of potential insolvency or bankruptcy proceedings.

9. Where a decision issued by the FIFA Football Tribunal or a proposal confirmed by the FIFA general secretariat contains consequences for failure to pay relevant amounts on time and the debtor has not provided proof of payment after such consequences have been served in full, the Disciplinary Committee may decide to provisionally extend such consequences until a final decision has been rendered by this judicial body in accordance with this article.

10. The Disciplinary Committee shall be competent to decide on cases related to the failure to respect settlement agreements concluded in the context of disciplinary proceedings opened against a debtor with respect to a final and binding financial decision issued by a body, a committee, a subsidiary or an instance of FIFA or by CAS. This shall include private agreements concluded after any decision passed by a body, a committee, a subsidiary or an instance of FIFA or by CAS and made in order to settle their dispute.

11. Disciplinary proceedings for failing to respect a final CAS decision rendered in the context of ordinary proceedings may be initiated provided that the respective CAS procedure started after 15 July 2019.

22. FORGERY AND FALSIFICATION

1. Anyone who, in football-related activities, forges a document, falsifies an authentic document or uses a forged or falsified document will be sanctioned with a fine and a ban of at least six matches or for a specific period of no less than 12 months.
2. An association or a club may be held liable for an act of forgery or falsification by one of its officials and/or players.

23. SPECIFIC PROCEEDINGS

1. Doping is sanctioned in accordance with the FIFA Anti-Doping Regulations and this Code.
2. Breaches of the FIFA Football Agent Regulations are sanctioned in accordance with the FIFA Football Agent Regulations and this Code.
3. Breaches of the FIFA Match Agent Regulations are sanctioned in accordance with the FIFA Match Agent Regulations and this Code.
4. Breaches of the FIFA Clearing House Regulations are sanctioned in accordance with the FIFA Clearing House Regulations and this Code.

CHAPTER 4. IMPLEMENTATION OF DISCIPLINARY MEASURES

24. ENFORCEMENT OF SANCTIONS

1. The limitation period to enforce disciplinary measures is five years.
2. The limitation period begins on the day on which the final decision comes into force.

25. DETERMINING THE DISCIPLINARY MEASURE

1. The judicial body determines the type and extent of the disciplinary measures to be imposed in accordance with the objective and subjective elements of the offence, taking into account both aggravating and mitigating circumstances.
2. Disciplinary measures may be limited to a geographical area or to one or more specific categories of match or competition.
3. When determining the disciplinary measure, the judicial body shall take into account all relevant factors of the case, including any assistance of and substantial cooperation by the offender in uncovering or establishing a breach of any FIFA rule, the circumstances and the degree of the offender's guilt and any other relevant circumstances.
4. In exercising its discretionary powers, the relevant FIFA judicial body may scale down the disciplinary measure to be imposed or even dispense with it entirely.

26. RECIDIVISM

1. Recidivism occurs if another offence of a similar nature and gravity is committed after notification of the previous decision within:
   a) one year of the previous offence if that offence was sanctioned with a suspension of up to two matches;
   b) two years of the previous offence if that offence related to order and security;
   c) ten years of the previous offence if that offence related to match manipulation or corruption;
   d) three years of the previous offence in all other cases.
2. Recidivism counts as an aggravating circumstance.
3. Recidivism in doping matters is subject to the rules of the FIFA Anti-Doping Regulations.

27. SUSPENSION OF IMPLEMENTATION OF DISCIPLINARY MEASURES

1. The judicial body may decide to fully or partially suspend the implementation of a disciplinary measure.
2. By suspending the implementation of the sanction, the judicial body subjects the person sanctioned to a probationary period of one to four years.
3. If the person benefiting from a suspended sanction commits another infringement of a similar nature and gravity during the probationary period, the suspension shall be revoked by the judicial body and the sanction enforced without prejudice to any additional sanction imposed for the new infringement.
4. Disciplinary measures relating to match manipulation cannot be suspended.

28. FORFEIT

1. A team sanctioned with a forfeit is considered to have lost the match 3-0 in 11-a-side football, 5-0 in futsal or 10-0 in beach soccer. If the goal difference at the end of the match is less favourable to the team at fault, the result on the pitch is upheld.
2. Cautions issued in a match that is subsequently forfeited shall not be annulled.

29. MATCHES TO BE PLAYED WITHOUT SPECTATORS

To the extent that the competent judicial body decides otherwise, no one shall be allowed to attend a match that has been ordered to be played without spectators, with the exception of:

a) a maximum of 200 people holding category 1 tickets from the visiting club or association and a maximum of 20 VIP guests for each association;

b) a maximum of 55 people per team delegation, including the players;

c) accredited broadcast staff and media (journalists and photographers);

d) police officers and security staff with specific tasks related to security at the match;

e) people carrying out functions related to the stadium infrastructure (grounds, lighting, signage, etc.) and persons carrying out functions related to the match (ball kids, children involved in the pre-match ceremony as well as their chaperones);

f) a maximum of 75 confederation/FIFA representatives carrying out functions at the match;

g) people from the confederation/FIFA and confederation/FIFA partners with complimentary tickets; and

h) a maximum of 1,000 children up to the age of 14 (duly accompanied) from schools and/or football academies invited to the match free of charge.

III.

Organisation and Competence

CHAPTER 1. GENERAL PROVISIONS

30. GENERAL RULE

1. The FIFA judicial bodies shall be competent to investigate, prosecute and sanction conduct within the scope of application of this Code.

2. Confederations, member associations and other sports organisations are responsible for investigating, prosecuting and sanctioning conduct in their respective jurisdictions. In particular, confederations shall have jurisdiction on disciplinary matters related to friendly matches and competitions between representative teams or clubs belonging to the same confederation, provided that the competition is not organised by FIFA.

3. FIFA shall have jurisdiction on disciplinary matters related to matches and competitions organised by it, to international "A" friendly matches (tier-1 international matches), to friendly matches and competitions between representative teams or clubs belonging to different confederations or to matches involving invitational teams composed of players registered with clubs belonging to member associations of different confederations.

4. Each member association has a duty to cooperate with other member associations to forward and notify them of documents or to provide information related to and/or required for domestic disciplinary proceedings. If a member association fails to cooperate in this way, it may lead to sanctions as provided under this Code.

5. Confederations and member associations shall inform FIFA immediately of the sanctions issued by their respective judicial bodies in relation to serious infringements (including but not limited to doping, manipulation of football matches and competitions, sexual abuse or harassment).

6. In exceptional circumstances, after consultation with the relevant panel or committee competent to support FIFA's global stand against racism, FIFA may decide to lodge an appeal with the Court of Arbitration for Sport (CAS) against any decision issued by the relevant judicial body of a member association in cases of racist abuse towards a player, match official, coach, other team official or any other person exercising an official role during a match, whenever such a decision appears to contravene article 15 of this Code.

7. The FIFA judicial bodies reserve the right to investigate, prosecute and sanction serious infringements within the scope of application of this Code – in particular, doping, match-fixing and discrimination – that fall within the jurisdiction of confederations, member associations or other sports organisations, if deemed appropriate in a specific case and if no formal investigation has been initiated by the competent confederation, member association or other sports organisation 90 days after the matter became known to FIFA, or if the relevant confederation,

member association or sports organisation agrees with FIFA to confer the competence regarding the relevant matter on FIFA.

8. In particular, for cases of racist abuse towards a player, match official, coach, other team official or any other person exercising an official role during a match, FIFA reserves the right to investigate, prosecute and sanction the relevant offender(s) if no formal investigation has been opened after 14 days of the matter becoming known to FIFA or if no decision has been rendered by the relevant member association in line with the relevant provisions of article 15 of this Code.

9. The FIFA judicial bodies shall not deal with cases that have been previously subject to a final decision by another FIFA body involving the same party or parties and the same cause of action. In such cases, the claim shall be deemed inadmissible.

31. COMPOSITION OF THE FIFA JUDICIAL BODIES

1. In the context of this Code, the FIFA judicial bodies are:

   a) the Disciplinary Committee;

   b) the Appeal Committee.

2. The FIFA judicial bodies shall consist of a chairperson, a deputy chairperson and an unspecified number of members.

3. The Congress elects, upon the proposal of the Council, the chairpersons, deputy chairpersons and other members of the FIFA judicial bodies for a period of four years.

32. INDEPENDENCE AND IMPARTIALITY

1. The chairpersons, deputy chairpersons and other members of the FIFA judicial bodies shall be impartial and fulfil the independence criteria as defined in the FIFA Governance Regulations.

2. Members of the FIFA judicial bodies may not decide on a matter where there are legitimate grounds for questioning their independence or impartiality and/or if there is a conflict of interest. They shall disclose any circumstance which may give rise to any such ground.

3. Members who decline to participate in a meeting on any of the above grounds shall notify the chairperson immediately.

4. If the circumstances give rise to legitimate doubts over the independence or impartiality of a member of the FIFA judicial body, a party is entitled to challenge said member at the latest two days prior to the relevant date on which the judicial body is called to decide on a matter.

5. The chairperson shall decide on any such challenge. If an objection is raised concerning the chairperson, the deputy chairperson or, in their absence, the longest-serving member present shall decide on such challenge.

33. MEETINGS

1. At the request of the chairperson, the deputy chairperson or, in their absence, the longest-serving member available, and depending on the seriousness of the potential infringement, the secretariat shall call the number of members deemed necessary to each meeting.
2. A meeting may take place with a single judge.
3. The chairperson, the deputy chairperson or, in their absence, the single judge, shall conduct the meetings and pass the decisions that this Code empowers them to take.

34. CONFIDENTIALITY

1. The members of the FIFA judicial bodies shall ensure that everything disclosed to them during the course of their duty remains confidential (including the facts of the case, the contents of the deliberations and decisions taken).
2. The opening of proceedings as well as decisions already notified to the addressees may be made public by FIFA.
3. Any person who is required to participate in or is subject to a disciplinary investigation or disciplinary proceedings must keep such information confidential at all times, unless the chairperson of the judicial body explicitly stipulates otherwise in writing. Any breach of such duty may be sanctioned.
4. In the event of a breach of this article by a member of a judicial body, the relevant member shall be suspended from the Disciplinary Committee until the next FIFA Congress.

35. SECRETARIAT

1. The FIFA general secretariat provides the FIFA judicial bodies with a secretariat and the necessary support, infrastructure and staff at FIFA headquarters. The FIFA judicial bodies may be assisted by legal counsel or experts.
2. The secretariat takes charge of the administrative work and writes the decisions of the meetings.
3. The secretariat manages the case files. The decisions passed and the relevant files shall be kept for at least ten years.

4. The secretariat keeps records of cautions, sendings-off and match suspensions, which are stored in FIFA's central data storage system. The secretariat of the Disciplinary Committee confirms them in writing to the association or club concerned or, in the case of final competitions, to the head of the delegation concerned (or the person(s) indicated by the latter for each competition). To ensure that the relevant records are complete, the confederations shall inform FIFA of all sanctions that have been issued during their own competitions that are likely to be carried over to a FIFA competition or future competitions organised by the confederations.

5. The secretariat takes charge of the necessary investigation *ex officio*.

6. The general principles that will apply to investigations are the following:

   a) FIFA may investigate possible offences falling within the scope of this Code.

   b) In principle, when an investigation is initiated, the parties concerned are informed. This does not apply where such notification is not deemed appropriate. Such investigations are conducted by means of written inquiries, engaging with third parties, such as forensic companies and, where necessary, the questioning of individuals. Other investigative procedures may also be employed, including but not limited to on-site inspections, document requests and the procurement of expert opinions.

   An investigation may be reopened if new evidence or facts emerge which imply that an offence falling within the scope of this Code may have been committed.

36. DISCIPLINARY AND ETHICS PROSECUTORS

1. The secretariat may appoint a Disciplinary and Ethics Prosecutor to support the necessary investigations into potential breaches of FIFA regulations.

2. The appointed Disciplinary and Ethics Prosecutor may request the opening of disciplinary proceedings and propose that disciplinary measures be imposed on member associations, clubs and individuals.

3. The Disciplinary and Ethics Prosecutor shall remain impartial and fulfil the independence criteria as defined in the FIFA Governance Regulations. The requirements and conditions of their appointment as well as of their role are set in accordance with the relevant circular letter on this subject. The duration of the term of a Disciplinary and Ethics Prosecutor shall be limited to four years. A list of Disciplinary and Ethics Prosecutors shall be submitted to the FIFA Council for approval.

37. EXEMPTION FROM LIABILITY

Except in the case of gross culpability, neither the members of the FIFA judicial bodies nor the secretariat may be held liable for any deeds or omissions relating to any disciplinary procedure.

38. TIME LIMITS

1. Time limits shall commence the day after the notification of the relevant document. Time limits are deemed to have been complied with if the relevant action has been completed by midnight (Central European Time) at the latest on the last day of the stipulated deadline.
2. Official holidays and non-working days are included in the calculation of time limits. Time limits are interrupted from 20 December to 5 January inclusive.
3. Time limits to which persons other than the member associations shall adhere commence on the day after receipt of the document by the association responsible for forwarding it, except when the document is also or solely sent to the person concerned or their legal representative. If the document was also or solely sent to the parties or their legal representatives, the time limit starts on the day after receipt of the document by such person.
4. When a deadline expires on a Saturday, Sunday or public holiday in the Swiss canton of Zurich, where FIFA´s headquarters are located, it is carried forward to the next working day.
5. If a time limit is not observed, the defaulter loses the procedural right in question.
6. Time limits laid down by this Code may not be extended.

39. EVIDENCE, EVALUATION OF EVIDENCE AND STANDARD OF PROOF

1. Any type of proof may be produced.
2. The competent judicial body has absolute discretion regarding the evaluation of evidence.
3. The standard of proof to be applied in FIFA disciplinary proceedings is the comfortable satisfaction of the competent judicial body.

40. MATCH OFFICIALS' REPORTS

Facts contained in match officials' reports and in any additional reports or correspondence submitted by the match officials are presumed to be accurate. Proof of their inaccuracy may be provided.

41. BURDEN OF PROOF

1. The burden of proof regarding disciplinary infringements rests on the FIFA judicial bodies.
2. Any party claiming a right on the basis of an alleged fact shall carry the burden of proof of this fact. During the proceedings, the party shall submit all relevant facts and evidence of which the party is aware at that time, or of which the party should have been aware by exercising due care.
3. For anti-doping rule violations, the FIFA Anti-Doping Regulations apply.

42. WITNESSES

1. Witnesses shall tell the absolute and whole truth and shall answer the questions put to them to the best of their knowledge and judgement.
2. It is the responsibility of the parties to ensure the appearance of the witnesses requested by them and to pay all costs and expenses in connection with their appearance.

43. ANONYMOUS PARTICIPANTS IN PROCEEDINGS

1. When a person's testimony in proceedings conducted in accordance with this Code could lead to threats to them or put them or any person particularly close to them in physical danger, the chairperson of the competent judicial body or the deputy chairperson may order, inter alia, that:
   a) the person not be identified in the presence of the parties;
   b) the person not appear at the hearing;
   c) the person's voice be distorted;
   d) the person be questioned outside the hearing room;
   e) the person be questioned in writing;
   f) all or some of the information that could be used to identify the person be included only in a separate, confidential case file.
2. If no other evidence is available to corroborate the testimony provided by the person concerned, such testimony may only be used in the context of imposing sanctions under this Code if:
   a) the parties and their legal representatives had the opportunity to pose questions to the person concerned in writing; and

b) the members of the judicial body had the opportunity to interview the person concerned directly and in full awareness of their identity and to assess their identity and record in full.

3. Disciplinary measures shall be imposed on anyone who reveals the identity of any person granted anonymity under this provision or any information that could be used to identify such person.

44. IDENTIFICATION OF ANONYMOUS PARTICIPANTS IN PROCEEDINGS

1. To ensure their safety, persons granted anonymity shall be identified behind closed doors in the absence of the parties. This identification shall be conducted by the chairperson of the competent judicial body alone, the deputy chairperson and/or the members of the competent judicial body present and shall be recorded in minutes containing the relevant person's personal details.
2. These minutes shall not be communicated to the parties.
3. The parties shall receive a brief notice which:

   a) confirms that the person concerned has been formally identified; and

   b) contains no details that could be used to identify such person.

45. REPRESENTATION AND ASSISTANCE

1. Subject to article 46 of this Code, the parties are free to have legal representation at their own cost, in which case a specific, recent and duly signed power of attorney must be submitted.
2. If they are not required to appear personally, they may be represented.

46. LEGAL AID

1. In order to guarantee their rights, individuals bound by this Code who have insufficient financial means may request legal aid from FIFA for the purpose of proceedings before the FIFA judicial bodies.
2. Applicants for legal aid must submit reasoned requests and supporting documents.
3. The secretariat establishes a list of pro bono counsel.

4. According to each applicant's needs, and subject to prior written confirmation by FIFA, legal aid may be provided as follows:

   a) The applicant may be released from having to pay the costs of proceedings.

   b) Pro bono counsel may be selected by the applicant from the list provided by the secretariat.

   c) The applicant's own reasonable travel and accommodation costs and those of witnesses and experts they call to testify may be covered by FIFA, including the travel and accommodation costs of any pro bono counsel selected from the list provided by the secretariat.

5. The chairperson of the corresponding judicial body decides on requests for legal aid. Such decisions are final.

6. Further conditions and requirements associated with legal aid and pro bono counsel may be communicated by circular letter.

47. LANGUAGE USED IN PROCEEDINGS

1. The languages used in proceedings are English, French and Spanish. The FIFA judicial bodies and the parties may choose to communicate in any of these languages.

2. Decisions are passed in any of the aforementioned languages.

3. If the language used in a decision is not the mother tongue of the person concerned, the association to which the person belongs will be responsible for translating it.

48. COMMUNICATION WITH THE PARTIES

1. All of the parties shall be notified of the decision.

2. All communications between FIFA and the party concerned during proceedings before the FIFA judicial bodies shall be sent exclusively through the FIFA Legal Portal. Communications through the FIFA Legal Portal are valid and binding means of communication and will be deemed sufficient to establish time limits and their observance.

3. The parties and member associations must ensure that their contact details (including their address, telephone number and email address) are valid and kept up to date at all times.

4. Decisions and other documents intended for players, clubs and officials are addressed to the association concerned on condition that it forwards the documents to the parties concerned. In the event that the association acts on behalf of the party concerned, these documents are considered to have been

communicated properly to the ultimate addressee on the day after the notification to the respective association. In the event that the email address of the party concerned is unknown and the documents have been sent to the association concerned via the FIFA Legal Portal, these documents are considered to have been communicated properly to the ultimate addressee four days after the notification of the document to the respective association. Failure by the association to comply with the aforementioned instruction may result in disciplinary proceedings in accordance with this Code.

49. COSTS AND EXPENSES

1. Costs and expenses shall be borne by the party that has been sanctioned, unless otherwise stipulated in this Code.
2. The costs of proceedings before the Disciplinary Committee shall be borne by FIFA, except in protest cases, when they shall be borne by the defeated party.
3. If no party is sanctioned, the costs and expenses shall be borne by FIFA. Should a party generate unnecessary costs on account of its conduct, costs may be imposed upon it, irrespective of the outcome of the proceedings.
4. The judicial body that rules on the substance of the matter decides how costs and expenses shall be allocated and the relevant amounts are stipulated by the chairperson of the relevant judicial body. This decision is not subject to appeal.
5. Each party shall bear its own costs, including the costs of its own witnesses, representatives, legal advisers, interpreters and counsel, subject to article 46.

50. EFFECTS OF DECISIONS

1. Decisions come into force as soon as they are notified.
2. Cautions, sendings-off and automatic match suspensions have an immediate effect on subsequent matches even if the notification reaches the association, club or head of delegation concerned later.

51. PROVISIONAL MEASURES

1. The chairperson of the competent judicial body, or their nominee, is entitled to issue provisional measures where these are deemed necessary to ensure the proper administration of justice, to maintain sporting discipline or to avoid irreparable harm, or for reasons of safety and security. They are not obliged to hear the parties.
2. Provisional measures issued by the chairperson of the Disciplinary Committee or their nominee may be appealed against in accordance with the relevant provisions

of this Code. However, the appeal must reach FIFA in writing via the FIFA Legal Portal and with grounds within three days of notification of the contested measure, without the condition of payment of any appeal fee. The chairperson of the Appeals Committee, or their nominee, decides on such appeals as a single judge. Such decisions are final.

3. A provisional measure may apply for up to 90 days. The duration of any such measure may be deducted from the final disciplinary sanction. The chairperson of the competent judicial body, or their nominee, may exceptionally extend the validity of a provisional measure by up to 90 days.

52. COURT OF ARBITRATION FOR SPORT (CAS)

Decisions passed by the Disciplinary and Appeal Committees may be appealed against before CAS, subject to the provisions of this Code and articles 49 and 50 of the FIFA Statutes.

CHAPTER 2. DECISION-MAKING PROCESS

53. CONVOCATION, RIGHTS OF THE PARTIES, HEARINGS, DECISIONS, COMMUNICATIONS AND CONFIDENTIALITY

1. As a general rule, there are no oral statements and the FIFA judicial bodies decide on the basis of the file.
2. At the motivated request of one of the parties or at the discretion of the chairperson, the deputy chairperson or the competent single judge, a hearing may be arranged to be held, to which all the parties shall be summoned.
3. Unless this Code specifies otherwise, the parties are entitled to submit written statements, examine the case file and order copies of the case file before any decision is reached.
4. Hearings are recorded and archived. Parties are not given access to recordings of hearings; however, if a party claims that procedural rules in its favour have been breached during a hearing, the chairperson of the competent judicial body, or their nominee, may allow that party to have access to the recording. Recordings are destroyed after five years.
5. The FIFA judicial bodies may hold hearings and take decisions in the absence of one or all of the parties.
6. If different proceedings are opened against the same association, club or individual, the competent judicial body may combine the cases and issue one comprehensive decision.
7. Hearings of the FIFA judicial bodies are not open to the public, except in cases of anti-doping rule violations by individuals if duly requested by the defendant and approved by the chairperson of the relevant judicial body or their nominee. In cases of match manipulation, the relevant chairperson or their nominee will decide about a public hearing. The chairperson or their nominee decides at their own discretion if and under what conditions a public hearing may take place.
8. At any time prior to the meeting set up to decide the case by the relevant judicial body, a party may accept responsibility and request the FIFA judicial bodies to impose a specific sanction. The FIFA judicial bodies may decide on the basis of such request or render a decision which it considers appropriate in the context of this Code.

9. All communications concerning an association, club or individual (including notifications of proceedings against them and the issuing of the decisions taken by the FIFA judicial bodies) are addressed to the association or club concerned, which must then, if applicable, inform the club or the individual in person. All such communications by FIFA or the FIFA judicial bodies shall be sent by the secretariat via the FIFA Legal Portal.

10. Written communications to FIFA by an association, club or individual shall be submitted via the FIFA Legal Portal.

54. DECISIONS

1. Decisions are passed by a single judge or by a simple majority of the members present. If votes are equal, the chairperson has the casting vote.

2. The FIFA judicial bodies may take decisions via personal meetings, telephone conference, video conference or any other similar method.

3. In principle, the FIFA judicial bodies issue the terms of decisions without grounds, and only these terms of the decision are notified to the parties, who are informed that they have ten days from that notification to request, in writing via the FIFA Legal Portal, a motivated decision. Failure to make such a request results in the decision becoming final and binding and the parties being deemed to have waived their right to lodge an appeal.

4. A motivated decision shall include at least:

   a) a brief summary of the facts, which does not need to include every single contention;

   b) the article(s) infringed;

   c) the considerations that are relevant to the potential breach of the FIFA regulations; and

   d) the criteria used to determine the possible sanction.

5. If the motivated decision is requested within the time limit stipulated in paragraph 3 above, the time limit for lodging an appeal begins only on notification of the motivation. Only the parties to which a decision is addressed can request the motivation.

6. Any appeal lodged before notification of the motivated decision is regarded exclusively as a request for motivation.

7. Doping-related decisions are issued with grounds. In case of urgency, or under any other special circumstances, the relevant judicial body may notify the party of only the terms of the decision, which become immediately applicable. The full, written decision shall then be notified within 60 days.

8. The FIFA secretariat publishes decisions issued by the FIFA judicial bodies. Where such a decision contains confidential information, FIFA may decide, *ex officio* or at the request of a party, to publish an anonymised or a redacted version.

9. The request for a motivated decision does not affect the enforcement of the decision, which shall take effect as soon as it is notified, with the exception of orders to pay a sum of money.

10. The competent judicial body may rectify any mistakes in calculation or any other obvious errors in the decision at any time.

CHAPTER 3. DISCIPLINARY COMMITTEE

55. COMMENCEMENT OF PROCEEDINGS

1. Proceedings are opened by the secretariat of the Disciplinary Committee:
   a) on the basis of match officials' reports;
   b) where a protest has been lodged;
   c) at the request of the FIFA Council;
   d) at the request of the Disciplinary and Ethics Prosecutor;
   e) at the request of the Ethics Committee;
   f) on the basis of a report filed by a FIFA body, committee, subsidiary, instance or by the FIFA administration;
   g) on the basis of article 21 of this Code;
   h) on the basis of documents received from a public authority;
   i) *ex officio*.
2. Any person or body may report any conduct that is considered incompatible with FIFA regulations to the FIFA judicial bodies. Such complaints shall be made in writing. FIFA may initiate investigations and appoint a Disciplinary and Ethics Prosecutor to investigate any such complaint.

56. JURISDICTION

1. The Disciplinary Committee is competent to sanction any breach of FIFA regulations which does not come under the jurisdiction of another body.
2. The Disciplinary Committee is, in particular, responsible for:
   a) sanctioning serious infringements which have escaped the match officials' attention;
   b) rectifying obvious errors in the referee's disciplinary decisions;
   c) extending the duration of a match suspension incurred automatically by a sending-off;
   d) pronouncing additional sanctions.
3. If deemed appropriate, the chairperson or their deputy may refer a case, regardless of the matter involved, directly to the Appeal Committee for consideration and decision.

57. JURISDICTION OF THE SINGLE JUDGES OF THE DISCIPLINARY COMMITTEE

1. The chairperson can rule alone as a single judge and may delegate their functions to another member of the Disciplinary Committee. In particular, the chairperson or their nominee acting as a single judge may take decisions with respect to any matters provided for in this Code, including but not limited to:

   a) urgent or protest cases;

   b) whether disciplinary proceedings should be initiated, suspended or terminated;

   c) suspending a person for up to five matches or for up to three months;

   d) pronouncing a fine of up to CHF 100,000;

   e) extending a sanction;

   f) settling disputes arising from objections to members of the Disciplinary Committee;

   g) issuing, altering and annulling provisional measures;

   h) cases involving matters under articles 21, 23.2, 23.3 or 23.4 of this Code;

   i) cases involving order and security at matches; and/or

   j) unplayed or abandoned matches.

2. The secretariat, under the guidance of the chairperson or the deputy chairperson, is responsible for assigning the relevant cases to single judges. The proceedings before a single judge shall be conducted in accordance with this Code. A panel shall decide on matters involving discrimination, match-fixing or anti-doping rule violations where the sanction is not listed in paragraph 1.

58. PROPOSAL BY THE SECRETARIAT

In matters reserved for the single judge, the secretariat may propose a sanction on the basis of the existing file. The party concerned may reject the proposed sanction and submit its position before the relevant judicial body by the stipulated deadline, in the absence of which the proposed sanction will become final and binding.

59. CLOSURE OF PROCEEDINGS

Proceedings may be closed when:

a) the parties reach an agreement;

b) a party is under insolvency or bankruptcy proceedings pursuant to the relevant national law and is legally unable to comply with an order;

c) a club is disaffiliated from an association;

d) the alleged violation has not been proven.

CHAPTER 4. APPEAL COMMITTEE

60. JURISDICTION

1. The Appeal Committee is competent to decide on appeals against any of the Disciplinary Committee's decisions that FIFA regulations do not declare as final or referable to another body, as well as on cases referred by the chairperson of the Disciplinary Committee or their deputy for consideration and decision.
2. The Appeal Committee is also competent to decide appeals against decisions of the Ethics Committee, as set out in the FIFA Code of Ethics.
3. Any party intending to lodge an appeal must inform the Appeal Committee of its intention to appeal, in writing via the FIFA Legal Portal, within three days of notification of the grounds of the decision.
4. Within five days of expiry of the time limit for the declaration of appeal, the appellant must file, in writing via the FIFA Legal Portal, the appeal brief. This must contain the appellant's requests, an account of the facts, evidence, a list of the proposed witnesses (with a brief summary of their expected testimony) and the appellant's conclusions. The appellant is not authorised to produce further written submissions or evidence after the deadline for filing the appeal brief.
5. In urgent cases and during final competitions, the chairperson may shorten the deadline for the submission of the above-mentioned documents.
6. The appeal fee is CHF 1,000, payable on submission of the appeal brief at the latest.
7. The appeal is not admissible if any deadline and/or any of the above-mentioned requirements are not met.

61. ADMISSIBILITY OF APPEALS

1. An appeal may be lodged with the Appeal Committee against any decision passed by the Disciplinary Committee, unless the disciplinary measure issued is:
   a) a warning;
   b) a reprimand;
   c) a suspension of up to two matches or of up to two months (with the exception of doping-related decisions);
   d) a fine of up to CHF 15,000 imposed on an association or a club or of up to CHF 7,500 in other cases;
   e) decisions passed in compliance with articles 21, 23.2, 23.3 or 23.4 of this Code.
2. Only the motivated decision can be appealed against.

3. If the Disciplinary Committee combines disciplinary measures, an appeal is admissible if at least one of the disciplinary measures imposed exceeds the above limits. In this case, the subsequent instance(s) will only be entitled to examine the sanctions that exceed the above limit.

62. STANDING TO APPEAL

1. Anyone who has been a party to the proceedings before the Disciplinary Committee may lodge an appeal with the Appeal Committee, provided this party has a legally protected interest in filing the appeal.
2. Member associations and clubs may appeal against decisions sanctioning their players, officials or members.

63. DELIBERATIONS AND DECISIONS

1. The Appeal Committee deliberates behind closed doors.
2. Within the framework of the appeal proceedings, the Appeal Committee has full power to review the facts and the law.
3. The decision by the Appeal Committee upholds, amends or overturns the contested decision. In the case of a fundamental mistrial, the Appeal Committee can overturn the contested decision and refer the case back to the Disciplinary Committee for reassessment.
4. If the accused is the only party to have lodged an appeal, the sanction cannot be increased.
5. If new disciplinary offences come to light while appeal proceedings are pending, they may be judged in the course of the same proceedings. In such a situation, the sanction can be increased.

64. JURISDICTION OF THE CHAIRPERSON RULING ALONE

The chairperson (or in their absence, the deputy chairperson) of the Appeal Committee may take the following decisions alone:

a) on a preliminary procedural issue related to the appeal, including the admissibility of the appeal;

b) in urgent or protest cases;

c) on an appeal against a decision to extend a sanction;

d) to resolve disputes arising from objections to members of the Appeal Committee;

e) on appeals against provisional decisions passed by the chairperson of the Disciplinary Committee;

f) issue, alter and annul provisional measures;

g) in cases where the sanction imposed by the Disciplinary Committee is a fine of up to CHF 500,000 or a suspension from playing or carrying out a function for up to five matches or a period of time up to 12 months; and/or

h) at the request of the parties.

65. EFFECTS OF APPEAL

1. The appeal does not have a suspensive effect except with regard to orders to pay a sum of money.

2. The chairperson, the deputy chairperson or, in their absence, the longest-serving member available, may, on receipt of a reasoned request, award a stay of execution.

IV.

Special Procedures

66. EXPULSION AND MATCH SUSPENSION

1. A player who has been sent off:

   a) shall stay in the team dressing room or the doping control room, accompanied by a chaperone, until the names of the players selected for the doping test are communicated. The player may be allowed to sit in the stands, provided their integrity and security are safeguarded, they are not picked for doping control and are no longer wearing their football equipment;

   b) is not entitled to attend the post-match press conference or any other media activity held in the stadium.

2. A player who is serving a match suspension:

   a) may be allowed to sit in the stands, but not in the immediate vicinity of the field of play, provided their security and integrity are safeguarded;

   b) shall not enter the dressing room, tunnel or technical area, before or during the match, attend the warm-up, or sit on the team bench. After the final whistle, a suspended player may join their team in the dressing room;

   c) is not entitled to attend the post-match press conference or any other media activity held in the stadium.

3. An official who has been sent off or is serving a match suspension:

   a) may be allowed to sit in the stands, but not in the immediate vicinity of the field of play, provided their security and integrity are safeguarded;

   b) shall not enter the dressing room, tunnel or technical area, or communicate with or contact any person involved in the match – in particular, players or technical staff – by any means whatsoever prior to or during the match;

   c) is not entitled to attend the post-match press conference or any other media activity held in the stadium.

4. A sending-off automatically incurs suspension from the subsequent match. The FIFA judicial bodies may impose additional match suspensions and other disciplinary measures.

5. The automatic match suspension and any additional match suspension must be served, even if the sending-off is imposed in a match that is later abandoned, annulled, forfeited and/or replayed.

6. If a match is abandoned, cancelled or forfeited (except for a violation of article 19), a suspension is only considered to have been served if the team to which the suspended player belongs is not responsible for the circumstances that led to the abandonment, cancellation or forfeit of the match.

7. A match suspension is regarded as no longer pending if a match is retroactively forfeited because a player took part in a match despite being ineligible. This also applies to the match suspension imposed on the player who took part in the match despite being ineligible.

67. CARRYING OVER CAUTIONS

1. If a person receives a caution in two separate matches of the same FIFA competition, they are automatically suspended from the next match in that competition. Such suspensions must be served before any other suspension. The Disciplinary Committee may exceptionally depart from or amend this rule before the start of a particular competition. Any such decision reached by the Disciplinary Committee is final and binding.
2. Cautions received during one competition are not carried over to another competition.
3. They are, however, carried over from one round to the next in the same competition. The Disciplinary Committee may exceptionally depart from this rule before the start of a particular competition. This provision is subject to article 68 of this Code and to any derogating rules that FIFA may issue for a specific competition.
4. If a person is sent off as a result of a direct red card, any other caution they have previously received in the same match is upheld.

68. CANCELLATION OF CAUTIONS

1. The Disciplinary Committee may, at its own discretion and on its own initiative or upon the justified and reasonable request of a confederation, cancel cautions that have not resulted in a sending-off or a suspension by means of a decision not subject to appeal.
2. When evaluating the cancellation of cautions, the Disciplinary Committee must take into account, among other general principles, the impact on the integrity of the competition, and the equal treatment between participants.

69. CARRYING OVER MATCH SUSPENSIONS

1. As a general rule, every match suspension (of players and other persons) is carried over from one round to the next in the same competition.
2. Match suspensions imposed in terms of matches in relation to a sending-off issued against a player outside of a competition (separate match[es]) or not served during the competition for which they were intended (elimination or the last match in the competition) are carried over as follows:

a) FIFA World Cup™ and FIFA Women's World Cup™: carried over to the representative team's next official match;

b) competitions subject to an age limit: carried over to the representative team's next official match in the same age group. Where the suspension cannot be served in the same age group, it shall be carried over to the next-highest age category;

c) FIFA Club World Cup™: carried over to the club's next official match;

d) Women's Olympic Football Tournament: carried over to the representative team's next official match;

e) Men's Olympic Football Tournament: for players who meet the age limit, carried over to the representative team's next official match in the same age group. Where the suspension cannot be served in the same age group, it shall be carried over to the next-highest age category. For players who do not meet the age limit, it shall be carried over to the representative team's next official match;

f) confederation competitions for representative teams: carried over to the representative team's next official match;

g) competitions in which teams have been chosen in accordance with certain criteria (cultural, geographical, historical, etc.): unless the regulations of these competitions specifically stipulate otherwise, the suspension is carried over to the representative team's next official match;

h) friendly matches: carried over to the representative team's next friendly match.

3. If a representative team is hosting a final competition and is consequently not required to participate in qualifying matches to reach the final competition of this tournament and its next official match is in that final competition, any match suspension shall be carried over to the representative team's next friendly match.

4. In no case may match suspensions resulting from several cautions issued to a player in different matches of the same competition be carried over to another competition.

5. Officials of a club or an association shall serve a match suspension with any club or association of which the official is an official.

6. Match suspensions that have to be carried over to another competition must be served by the person concerned, regardless of whether the status of that person has changed in the meantime, including from player to official or vice versa.

70. EXTENDING SANCTIONS TO HAVE WORLDWIDE EFFECT

1. If the infringement is serious, in particular but not limited to discrimination, manipulation of football matches and competitions, misconduct against match officials, or forgery and falsification, as well as sexual abuse or harassment, the member associations, confederations, and other organising sports bodies shall request that the Disciplinary Committee extend the sanctions they have imposed so as to have worldwide effect (worldwide extension).

2. Any doping-related legally binding sanction imposed by another national or international sports association, national anti-doping organisation or any other state body that complies with fundamental legal principles shall automatically be adopted by FIFA and, provided that the requirements described hereunder and in article 74 of the FIFA Anti-Doping Regulations are met, shall be automatically recognised by all confederations and member associations.

3. The request shall be submitted in writing via the FIFA Legal Portal and enclose the following:

   a) a true copy of the decision;

   b) the name, email address, nationality and date of birth of the person who has been sanctioned, or the name, postal address and email address of the club that has been sanctioned;

   c) the name of the association concerned;

   d) the start and end date of the sanction which is to be submitted for a worldwide extension;

   e) evidence that the party concerned has been cited properly and has had the opportunity to state its case (with the exception of provisional measures);

   f) evidence that the decision has been duly communicated to the party concerned; and

   g) evidence that the party concerned has been informed that the sanction will be submitted for a worldwide extension.

4. If the Disciplinary Committee discovers that member associations, confederations and other sports organisations have not requested a decision to be extended to have worldwide effect, a decision may still be passed *ex officio*.

5. A worldwide extension will be approved if the request fulfils the requirements set forth in paragraph 3 above, the decision is compatible with the regulations of FIFA and extending the sanction does not conflict with public order or with accepted standards of behaviour.

6. The chairperson of the Disciplinary Committee takes their decision, in principle, without deliberations or orally hearing any of the parties, using only the file.
7. The chairperson may exceptionally decide to summon the parties concerned.
8. The chairperson is restricted to ascertaining that the conditions of this article have been fulfilled. They may not review the substance of the decision.
9. The chairperson shall either grant or refuse to grant the request to have the sanction extended.
10. A sanction imposed by an association or a confederation has the same effect in each association of FIFA, in each confederation and in FIFA itself as if the sanction had been imposed by any one of them.
11. If a decision that is not yet final in a legal sense is extended to have worldwide effect, any decision regarding extension shall follow the outcome of the association's or confederation's current decision.

71. REVIEW

1. A review may be requested before the competent judicial body after a legally binding decision has been passed if a party discovers facts or proof that would have resulted in a more favourable decision and that, even with due diligence, could not have been produced sooner.
2. A request for review shall be made within ten days of discovering the reasons for review.
3. The limitation period for submitting a request for review is one year after the decision has become final and binding.

V.

Final Provisions

72. OFFICIAL LANGUAGES

1. This Code exists in English, French and Spanish.
2. In the event of any discrepancy between the three texts, the English version is authoritative.

73. GENDER AND NUMBER

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

74. SPECIFIC DISCIPLINARY RULES

Specific disciplinary rules may be introduced for the duration of a FIFA final competition. Such rules shall be communicated to the participating member associations/clubs before the first match of the final competition at the latest.

75. MEMBER ASSOCIATIONS' DISCIPLINARY CODES

1. The member associations are obliged to adapt their own disciplinary provisions to the general principles of this Code for the purpose of harmonising disciplinary measures. Article 15 and article 66 paragraph 4 of this Code are considered mandatory in domestic competitions.
2. Upon FIFA's request, the member associations must provide FIFA with a copy of their updated regulations.
3. All member associations shall also ensure that no one is involved in the management of clubs or the association itself who is under prosecution for action unworthy of such a position or who has been convicted of a criminal offence in the past five years.

76. ADOPTION AND ENFORCEMENT

This Code was adopted by the Bureau of the Council on 5 September 2025 and comes into force immediately.

Zurich, 5 September 2025

For FIFA:





President

Gianni Infantino

Secretary General

Mattias Grafström

Annexe

ANNEXE 1: LIST OF DISCIPLINARY MEASURES

Article 6 of this Code establishes the list of disciplinary measures which may be imposed by FIFA's judicial bodies on natural and legal persons.

This annexe is aimed at providing a list of specific disciplinary measures which may be taken into consideration by the relevant judicial body when deciding on a specific case.

For the sake of good order, it is to be noted that the list of disciplinary measures developed in the present annexe is not exhaustive, nor binding, and is without prejudice to the general principles established under article 25 of this Code. As a matter of fact, the decisions are rendered on a case-by-case basis and the type and extent of the disciplinary measures are determined by the relevant judicial body in accordance with the objective and subjective elements of the offence, taking into account both aggravating and mitigating circumstances.

I. FAILURE TO RESPECT FINANCIAL DECISIONS (ART. 21 OF THIS CODE)

Amount due (in CHF)	Fine (in CHF)	Final deadline to comply with the relevant decision	Further disciplinary measures in case of failure to comply by the final deadline		
			In the case of clubs	In the case of member associations	In the case of natural persons
0-10,000	1,000	30 days	Imposition of a ban on registering new players until the complete amount due is paid [1]	Additional disciplinary measures	Imposition of a ban on any football-related activity [2]
10,001-20,000	2,000				
20,001-50,000	5,000				
50,001-75,000	7,500				
75,001-100,000	10,000				
100,001-250,000	15,000				
250,001-500,000	20,000				
500,001-750,000	25,000				
750,001-1,500,000	30,000				
1,500,001-3,000,000	30,000				
> 3,000,000	30,000				

[1] A deduction of points or relegation to a lower division may also be ordered in addition to a transfer ban in the event of persistent failure, repeated offences or serious infringements or if no full transfer ban could be imposed or served for any reason.

[2] Other disciplinary measures may also be imposed.

II. ORDER AND SECURITY AT MATCHES (ART. 17 OF THIS CODE)

A. Host clubs' and member associations' responsibilities

Offence	Sanction first offence	Sanction second offence	Sanction further offence
Failure to assess the degree of risk posed by the match and notify the FIFA bodies of those that are especially high-risk	CHF 5,000	CHF 7,500	CHF 15,000
Failure to comply with and implement existing safety rules and take every safety precaution demanded by the circumstances in and around the stadium before, during and after the match and if incidents occur	CHF 5,000	CHF 7,500	CHF 15,000
Failure to ensure the safety of the match officials and the players and officials of the visiting team during their stay	CHF 5,000	CHF 7,500	CHF 15,000
Failure to keep local authorities informed and collaborate with them actively and effectively	CHF 5,000	CHF 7,500	CHF 15,000
Failure to ensure that law and order are maintained in and around the stadiums and that matches are organised properly	CHF 10,000	CHF 15,000	CHF 30,000

B. Member associations' and clubs' responsibilities for inappropriate behaviour of their supporters

Offence	Sanction first offence	Sanction second offence	Sanction further offence
Invasion or attempted invasion of the field of play	CHF 5,000 *(less than 5 persons)* CHF 7,500 *(between 5 and 10)* CHF 10,000 *(between 10 and 20)* CHF 20,000 *(more than 20)*	CHF 7,500	Previous fine increased by 100%
Throwing of objects	No. of objects x CHF 500	No. of objects x CHF 750	No. of objects x CHF 1,000
Lighting of fireworks or any other objects	No. of fireworks x CHF 500 *With a minimum of CHF 1,000*	No. of fireworks x CHF 750 *With a minimum of CHF 1,500*	No. of fireworks x CHF 1,000 *With a minimum of CHF 2,000*
Use of laser pointers or similar electronic devices	CHF 5,000	CHF 7,500	Previous fine increased by 100%
Use of gestures, words, objects or any other means to transmit a message that is not appropriate for a sports event	CHF 5,000 *(low severity)* CHF 10,000 *(high severity)*	CHF 10,000 *(low severity)* CHF 20,000 *(high severity)*	Previous fine increased by 100%
Acts of damage	CHF 5,000 + damages	CHF 7,500 + damages	Previous fine increased by 100%
Causing a disturbance during national anthems	CHF 5,000	CHF 7,500	Previous fine increased by 100%
Drone	CHF 15,000 *(if no match interruption/no impact on the match)* CHF 25,000 *(if impact on the match – interruption or delay)*	-	-

III. MISCONDUCT OF PLAYERS AND OFFICIALS (ART. 14 OF THIS CODE)

FIFA tournament	Fine			
	Yellow card (caution)	Indirect red card	Direct red card	Team misconduct [3]
FIFA World Cup™	CHF 10,000	CHF 15,000	CHF 20,000	CHF 15,000
FIFA Women's World Cup™	CHF 5,000	CHF 7,500	CHF 10,000	CHF 7,500
FIFA Club World Cup™	CHF 10,000	CHF 15,000	CHF 20,000	CHF 15,000
FIFA U-20 World Cup™	CHF 500	CHF 1,000	CHF 1,500	CHF 1,000
FIFA U-20 Women's World Cup™	CHF 500	CHF 1,000	CHF 1,500	CHF 1,000
FIFA U-17 World Cup™	CHF 500	CHF 1,000	CHF 1,500	CHF 1,000
FIFA U-17 Women's World Cup™	CHF 500	CHF 1,000	CHF 1,500	CHF 1,000
FIFA Beach Soccer World Cup™	CHF 500	CHF 1,000	CHF 1,500	CHF 1,000
FIFA Futsal World Cup™	CHF 500	CHF 1,000	CHF 1,500	CHF 1,000
Olympic Football Tournaments – Men	CHF 500	CHF 1,000	CHF 1,500	CHF 1,000
Olympic Football Tournaments – Women	CHF 500	CHF 1,000	CHF 1,500	CHF 1,000
Youth Olympic Futsal Tournaments – Men	N/A	N/A	N/A	CHF 500
Youth Olympic Futsal Tournaments – Women	N/A	N/A	N/A	CHF 500

[3] Such fine would be imposed in addition to the individual fines in case individual disciplinary sanctions are imposed by the referee on five or more players of the team during the relevant match.

IV. OTHER MATCH-RELATED ISSUES

FIFA Equipment Regulations

Offence	Sanction first offence	Sanction second offence [4]	Sanction further offence [5]
Infringement to the FIFA Equipment Regulations	Warning	CHF 5,000	Previous fine increased by 50%

FIFA Media and Marketing Regulations

Offence	Sanction first offence	Sanction second offence [6]	Sanction further offence [7]
Unapproved advertisement on equipment in controlled areas	Warning	CHF 5,000	Previous fine increased by 50%
Consumption of competing beverage brands in controlled areas	Warning	CHF 500	Previous fine increased by 50%
Unapproved advertisement on the official training sites	Warning	CHF 5,000	Previous fine increased by 50%
Failure to comply with media activity obligations in controlled areas	Warning	CHF 2,000	Previous fine increased by 50%
Display and/or distribution of promotional materials in controlled areas	Warning	CHF 1,000	Previous fine increased by 50%
Unapproved use of FIFA competition marks	Warning	CHF 2,000	Previous fine increased by 50%

Others

Offence	Sanction first offence	Sanction second offence	Sanction further offence
Late kick-off	Warning	CHF 10,000	Previous fine increased by 100%

[4] The below amounts should be reduced to 20% for youth tournaments, futsal tournaments and beach soccer tournaments.

[5] The below amounts should be reduced to 20% for youth tournaments, futsal tournaments and beach soccer tournaments.

[6] The below amounts should be reduced to 20% for youth tournaments, futsal tournaments and beach soccer tournaments.

[7] The below amounts should be reduced to 20% for youth tournaments, futsal tournaments and beach soccer tournaments.


FIFA®

FIFA Football Agent Exam Study Materials - January 2026 Edition

FIFA®



Code of Ethics

Edition 2023

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DEFINITIONS

For the purpose of this Code, the terms set out below are defined as follows:

1. **FIFA:** Fédération Internationale de Football Association.
2. **Official:** any board member (including the members of the Council), committee member, referee, assistant referee, coach, trainer or any other person responsible for technical, medical or administrative matters in FIFA, a confederation, a member association, a league or a club as well as all other persons obliged to comply with the FIFA Statutes (except players, match agents licensed by FIFA, and football agents).
3. **Match agent licensed by FIFA:** as per the FIFA Match Agent Regulations.
4. **Football agent:** as per the definition contained in the FIFA Football Agents Regulations.
5. **Player:** any football player licensed by an association.
6. **Related party:** any party related to persons bound by the Code shall be considered a related party if they fulfil one or more of the following criteria:

   a) representative or employee;

   b) spouse or domestic partner;

   c) individual sharing the same household, regardless of the personal relationship;

   d) other family member with whom they have a close relationship within a third degree;

   e) legal entity, partnership or any other fiduciary institution, if the person bound by this Code or the person receiving an undue advantage alternatively:

      i) holds a management position within that entity, partnership or fiduciary institution;

      ii) directly or indirectly controls the entity, partnership or fiduciary institution;

      iii) is a beneficiary of the entity, partnership or fiduciary institution;

      iv) performs services on behalf of such entity, partnership or fiduciary institution, regardless of the existence of a formal contract.

7. **FIFA events:** any event, including but not limited to FIFA Congress, Council or committee meetings, FIFA competitions, as well as any other event that is within FIFA's authority or organised by FIFA.

8. **Ethics Committee:** references to the Ethics Committee in this Code shall include the investigatory and/or adjudicatory chamber.

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

The definitions section in the FIFA Statutes shall also apply.

I.

SCOPE OF APPLICATION

1. Scope of applicability

1. This Code shall apply to any conduct, other than those specifically provided by other regulations and connected to the field of play that damages the integrity and reputation of football and in particular to illegal, immoral and unethical behaviour of the persons covered under article 2 of this Code.
2. The rules of conduct defined under part II, section 5 (articles 14 to 30) of this Code shall be included within their respective applicable regulations by the confederations and member associations unless such rules of conduct are already included within their respective regulations currently in place.The principles of the sanctioning system referred to under part II, section 5 (articles 14 to 30) of this Code shall be used as a minimum requirement guidance by the confederations and member associations.

2. Persons covered

1. This Code shall apply to all officials and players as well as match agents licensed by FIFA and football agents, under the conditions of article 1 of this Code.
2. The Ethics Committee is entitled to investigate and judge the conduct of persons who were bound by this or another applicable Code at the time the relevant conduct occurred, regardless of whether the person remains bound by the Code at the time proceedings commence or any time thereafter.

3. Applicability in time

This Code applies to conduct whenever it occurred, including before the enactment of this Code. An individual may be sanctioned for a breach of this Code only if the relevant conduct contravened the Code applicable at the time it occurred. The sanction may not exceed the maximum sanction available under the then-applicable Code.

4. Scope of the Code, omissions, custom, doctrine and jurisprudence

1. This Code governs every subject to which the text or the meaning of its provisions refers.
2. If there are any omissions in this Code with respect to procedural rules, and in case of doubts regarding the interpretation of the Code, the Ethics Committee shall decide in accordance with FIFA custom.
3. During all its operations, the Ethics Committee may draw on precedents and principles already established by sports doctrine and jurisprudence.

5. Division of the Ethics Committee, division of proceedings

1. The Ethics Committee shall be composed of an investigatory chamber and an adjudicatory chamber.
2. Ethics Committee proceedings shall be made up of an investigation and an adjudicatory process.

II.

SUBSTANTIVE LAW

SECTION 1: BASIS FOR SANCTIONS

6. Basis for sanctions

1. The Ethics Committee may pronounce the sanctions described in this Code, the FIFA Disciplinary Code and the FIFA Statutes.

2. Unless otherwise specified, breaches of this Code shall be subject to the sanctions set forth in this Code, whether acts of commission or omissions, whether they have been committed deliberately or negligently, whether or not the breach constitutes an act or attempted act, and whether the parties acted as principal, accomplice or instigator.

SECTION 2: DISCIPLINARY MEASURES

7. Type of sanctions

1. The following sanctions may be imposed for breaches of this Code or any other FIFA rules and regulations:

   a) warning;
   b) reprimand;
   c) compliance training;
   d) return of awards;
   e) fine;
   f) community football service;
   g) match suspension;
   h) ban from dressing rooms and/or team bench;
   i) ban on entering a stadium;
   j) ban on taking part in any football-related activity.

2. The specifications in relation to each sanction in the FIFA Disciplinary Code shall also apply.

8. Suspension of sanctions

1. Upon request from the relevant party, the adjudicatory chamber can decide to suspend the sanction provided for by article 7 paragraph 1 (j) of this Code. The probationary period shall consist of anything from one to five years.

2. If the person benefiting from a suspended sanction commits any other breach of this Code during the probationary period, the suspension shall automatically be revoked and the original sanction fully applied and added to the sanction imposed for the new breach.

SECTION 3: DETERMINING THE SANCTION

9. General rules

1. When imposing a sanction, the Ethics Committee shall take into account all relevant factors in the case, including the nature of the offence; the substantial interest in deterring similar misconduct; the offender's assistance to and cooperation with the Ethics Committee; the motive; the circumstances; the degree of the offender's guilt; the extent to which the offender accepts responsibility, and whether the person mitigated their guilt by returning the advantage received, where applicable.
2. In case of mitigating circumstances, and if deemed appropriate taking into account all circumstances of the case, the Ethics Committee may go below the minimum sanction and/or decide to hand down alternative sanctions as provided under article 7 paragraph 1.
3. Unless this Code mentions otherwise, the Ethics Committee shall decide the scope and duration of any sanction.
4. Sanctions may be limited to a geographical area or to one or more specific categories of match or competition.
5. The Ethics Committee may directly share or otherwise order the responsible FIFA body to share information on a case with the appropriate public authorities without prejudice to the relevant laws and existing legal channels.

10. Concurrent breaches

1. Where more than one breach has been committed, the sanction other than monetary sanctions shall be based on the most serious breach.
2. Concurrent breaches shall be considered aggravating circumstances.

11. Repeated breaches

1. Repeated breaches shall be considered aggravating circumstances. In such circumstances, the Ethics Committee may go beyond the maximum sanction provided for a violation of the relevant rule, as specified in this Code.
2. Repeated breaches occur if another offence of a similar nature and gravity is committed repeatedly over a period of time. The limitation period for prosecution shall only apply as from the date the most recent offence has been committed and shall therefore apply to all previous breaches.

12. Recidivism

1. Recidivism shall be considered aggravating circumstances. In such circumstances, the Ethics Committee may go beyond the maximum sanction provided for a violation of the relevant rule, as specified in this Code.
2. Recidivism occurs if another offence of a similar nature and gravity is committed within 15 years of notification of a decision sanctioning a previous offence.

SECTION 4: LIMITATION PERIOD

13. Limitation period for prosecution

1. As a general rule, breaches of the provisions of this Code may no longer be prosecuted after five years have elapsed.
2. Offences relating to bribery and corruption (article 28), as well as to misappropriation and misuse of funds (article 29) may no longer be prosecuted after ten years have elapsed.
3. Offences relating to threats, the promise of advantages, coercion and all forms of sexual abuse, harassment and exploitation (article 24) are not subject to such limitation period.
4. The limitation period, when applicable, shall be extended by half its length if a formal investigation is opened before its expiration.
5. The limitation period, when applicable, shall be interrupted where criminal proceedings are formally opened against a person bound by this Code during such proceedings.
6. In case of repeated breaches, the limitation period as described above shall start only after the last of the repeated breaches has ended.

SECTION 5: RULES OF CONDUCT

Subsection 1: Duties

14. General duties

1. Persons bound by this Code shall be aware of the importance of their duties and concomitant obligations and responsibilities. In particular, persons bound by this Code shall fulfil and exercise their duties and responsibilities diligently, especially with regard to finance-related matters.
2. Persons bound by this Code shall respect FIFA's regulatory framework to the extent applicable to them.

3. Persons bound by this Code shall appreciate the impact their conduct may have on FIFA's reputation, and shall therefore behave in a dignified and ethical manner and act with complete credibility and integrity at all times.

4. Persons bound by this Code must refrain from any activity or behaviour or any attempted activity or behaviour that might give rise to the appearance or suspicion of improper conduct as described in the sections that follow.

5. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years.

15. Duty of neutrality

1. In dealings with government institutions, national and international organisations, associations and groupings, persons bound by this Code shall, in addition to observing the basic rules of article 14, remain politically neutral, in accordance with the principles and objectives of FIFA, the confederations, associations, leagues and clubs, and generally act in a manner compatible with their function and integrity.

2. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years.

16. Duty of loyalty

1. Persons bound by this Code shall have a fiduciary duty to FIFA, the confederations, associations, leagues or clubs. A breach of fiduciary duty occurs when, *inter alia*, someone who is placed in a position of responsibility or trust acts in a way that is detrimental to the interests of FIFA, the confederations, associations, leagues or clubs or is likely to damage their reputation.

2. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years.

17. Duty of confidentiality

1. Depending on their function, information of a confidential nature divulged to persons bound by this Code while performing their duties shall be treated as confidential or secret by them, if the information is given with the understanding or communication of confidentiality and is consistent with FIFA principles.

2. The obligation to respect confidentiality survives the termination of any relationship which makes a person subject to this Code.

3. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years.

18. Duty to report

1. Persons bound by this Code who become aware of any infringements of this Code shall inform, in writing, the secretariat and/or chairperson of the investigatory chamber of the Ethics Committee directly.
2. Failure to report such infringements shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football- related activity for a maximum of two years.

19. Duty to cooperate

1. Persons bound by this Code shall assist and cooperate truthfully, fully and in good faith with the Ethics Committee at all times, regardless of whether they are involved in a particular matter as a party, as a witness, or in any other role. This requires, *inter alia*, full compliance with Ethics Committee requests, including without limitation requests to clarify facts; provide oral or written testimony; submit information, documents or other material; and disclose details regarding income and finances, if the Ethics Committee deems it to be necessary.
2. Persons bound by this Code who are required to cooperate with the Ethics Committee in a specific case, regardless of whether they are involved as a party, as a witness, or in any other role, shall treat the information provided and their involvement strictly confidentially, unless otherwise instructed by the Ethics Committee.
3. Persons bound by this Code shall not take any action actually or apparently intended to obstruct, evade, prevent, or otherwise interfere with any actual or potential Ethics Committee proceedings.
4. In connection with any actual or potential Ethics Committee proceedings, persons bound by this Code shall not conceal any material fact; make any materially false or misleading statement or representation; or submit any incomplete, materially false or misleading information or other material.
5. Persons bound by this Code shall not harass, intimidate, threaten or retaliate against someone for any reason related to that person's actual, potential or perceived assistance to or cooperation with the Ethics Committee.
6. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years.

Subsection 2: Conflicts of interest, financial benefits and protection of personal rights

20. Conflicts of interest

1. Persons bound by this Code shall not perform their duties (in particular, preparing or participating in the taking of a decision) in situations in which an existing or potential conflict of interest might affect such performance.

   A conflict of interest arises if a person bound by this Code has, or appears to have, secondary interests that could influence their ability to perform their duties with integrity in an independent and purposeful manner. Secondary interests include, but are not limited to, gaining any possible advantage for the persons bound by this Code themselves or related parties as defined in this Code.

2. Before being elected, appointed or employed, persons bound by this Code shall disclose any relations and interests that could lead to situations of conflicts of interest in the context of their prospective activities.

3. Persons bound by this Code shall not perform their duties (in particular preparing, or participating in, the taking of a decision) in situations in which there is a danger that a conflict of interest might affect such performance. Any such conflict shall be immediately disclosed and notified to the organisation for which the person bound by this Code performs their duties.

4. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years. In serious cases and/or in the case of repetition, a ban on taking part in any football-related activity may be pronounced for a maximum of five years.

21. Offering and accepting gifts or other benefits

1. Persons bound by this Code may only offer or accept gifts or other benefits to and from persons within or outside FIFA, or in conjunction with intermediaries or related parties as defined in this Code, where such gifts or benefits:

   a) have symbolic or trivial value;

   b) are not offered or accepted as a way of influencing persons bound by this Code to execute or omit an act that is related to their official activities or falls within their discretion;

   c) are not offered or accepted in contravention of the duties of persons bound by this Code;

   d) do not create any undue pecuniary or other advantage; and

   e) do not create a conflict of interest.

   Any gifts or other benefits not meeting all of these criteria are prohibited.

2. If in doubt, gifts or other benefits shall not be accepted, given, offered, promised, received, requested or solicited. In all cases, persons bound by this Code shall not accept, give, offer, promise, receive, request or solicit from anyone within or outside FIFA, or in conjunction with intermediaries or related parties as defined in this Code, cash in any amount or form. If declining the gift or benefit would offend the giver on the grounds of cultural norms, persons bound by this Code may accept the gift or benefit on behalf of their respective organisation and shall report it and hand it over, where applicable, immediately thereafter to the competent body.

3. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years. Any amount unduly received shall be included in the calculation of the fine. In addition to the fine, the gift or benefit unduly received should be returned, if applicable. In serious cases and/or in the case of repetition, a ban on taking part in any football-related activity may be pronounced for a maximum of five years.

22. Commission

1. Unless covered by a genuine commercial agreement, persons bound by this Code shall not accept, give, offer, promise, receive, request or solicit commission for themselves or third parties for negotiating deals or conducting other business in connection with their duties.

2. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years. Any amount unduly received shall be included in the calculation of the fine. In serious cases and/or in the case of repetition, a ban on taking part in any football-related activity may be pronounced for a maximum of five years.

23. Discrimination and defamation

1. Persons bound by this Code shall not offend the dignity or integrity of a country, a person or group of people through contemptuous, discriminatory or derogatory words or actions on account of race, skin colour, ethnicity, nationality, social origin, gender, disability, sexual orientation, language, religion, political or any other opinion, wealth, birth or any other status or any other reason.

2. Persons bound by this Code are forbidden from making any public statements of a defamatory nature towards FIFA and/or towards any other person bound by this Code in the context of FIFA events.

3. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years. In serious cases and/or in the case of repetition, a ban on taking part in any football-related activity may be pronounced for a maximum of five years.

24. Protection of physical and mental integrity

1. Persons bound by this Code shall protect, respect and safeguard the integrity and personal dignity of others.
2. Persons bound by this Code shall not use offensive gestures and language in order to insult someone in any way or to incite others to hatred or violence.
3. Persons bound by this Code must refrain from all forms of physical or mental abuse, all forms of harassment, and all other hostile acts intended to isolate, ostracise or harm the dignity of a person.
4. Threats, the promise of advantages, coercion and all forms of sexual abuse, harassment and exploitation are particularly prohibited.
5. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a minimum of two years. In cases of sexual exploitation or abuse, or in serious cases and/or in the case of repetition, a ban on taking part in any football related activity may be pronounced for a minimum of ten years.
6. Persons bound by this Code who may have been the victim of potential sexual abuse or harassment may appeal before CAS against the decision rendered by the adjudicatory chamber in the related proceedings in accordance with the procedure defined in this Code. They will, in particular, be provided with the decision, the final report of the investigatory chamber, as well as with any document or evidence produced by the parties before the adjudicatory chamber. Their deadline to appeal the relevant decision before CAS shall commence on the day of notification of those documents.
7. Confederations and associations shall immediately notify FIFA of any decision taken by their respective bodies sanctioning a person for conduct described in this article.

Subsection 3: Forgery and falsification, abuse of position, betting and gambling

25. Forgery and falsification

1. Persons bound by this Code are forbidden from forging a document, falsifying an authentic document or using a forged or falsified document.
2. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a minimum of two years.

26. Abuse of position

1. Persons bound by this Code shall not abuse their position in any way, especially to take advantage of their position for private aims or gains.

2. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a minimum of two years. The sanction shall be increased accordingly where the person holds a high position in football, as well as in relation to the relevance and amount of the advantage received.

27. Involvement with betting, gambling or similar activities

1. Persons bound by this Code shall be forbidden from participating in, either directly or indirectly, betting, gambling, lotteries or similar events or transactions related to football matches or competitions and/or any related football activities.

2. Persons bound by this Code shall not have any direct or indirect financial interest (through or in conjunction with third parties) in activities, such as betting, gambling, lotteries or similar events or transactions connected with football matches and competitions. Interests include gaining any possible advantage for the persons bound by this Code themselves and/or related parties.

3. Provided that the relevant conduct does not constitute another violation of this Code, violation of this article shall be sanctioned with an appropriate fine of at least CHF 100,000 and a ban on taking part in any football-related activity for a maximum of three years. Any amount unduly received shall be included in the calculation of the fine.

Subsection 4: Bribery and corruption, misappropriation and misuse of funds, and manipulation of football matches or competitions

28. Bribery and corruption

1. Persons bound by this Code shall not accept, give, offer, promise, receive, request or solicit any personal or undue pecuniary or other advantage in order to obtain or retain business or any other improper advantage to or from anyone within or outside FIFA. Such acts are prohibited regardless of whether carried out directly or indirectly through, or in conjunction with, third parties. In particular, persons bound by this Code shall not accept, give, offer, promise, receive, request or solicit any personal or undue pecuniary or other advantage for the execution or omission of an act that is related to their official activities and is contrary to their duties or falls within their discretion.

2. Persons bound by this Code shall refrain from any activity or behaviour that might give rise to the appearance or suspicion of a breach of this article.

3. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 100,000 as well as a ban on taking part in any football-related activity for a minimum of five years. Any amount unduly received shall be included in the calculation of the fine. The sanction shall be increased accordingly where the person holds a high position in football, as well as in relation to the relevance and amount of the advantage received.

29. Misappropriation and misuse of funds

1. Persons bound by this Code shall not misappropriate or misuse funds of FIFA, the confederations, associations, leagues or clubs, whether directly or indirectly through, or in conjunction with, third parties.

2. Persons bound by this Code shall refrain from any activity or behaviour that might give rise to the appearance or suspicion of a breach of this article.

3. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 100,000 as well as a ban on taking part in any football-related activity for a minimum of five years. The amount of misappropriated funds shall be included in the calculation of the fine. The sanction shall be increased accordingly where the person holds a high position in football, as well as in relation to the relevance and amount of the funds concerned or of the advantage received.

30. Manipulation of football matches or competitions

1. Persons bound by this Code are forbidden from being involved in the manipulation of football matches and competitions, and shall immediately report to the Ethics Committee any approach in connection with activities and/or information directly or indirectly related to the possible manipulation of a football match or competition.

2. The competence to adjudicate on all conduct related to the manipulation of football matches or competitions, both on and off the field of play, remains reserved for the FIFA Disciplinary Committee.

3. The investigatory chamber shall transfer to the Disciplinary Committee any information obtained during its investigatory activity that might be related to conduct committed by any persons bound by this Code in violation of this article.

III.

ORGANISATION AND PROCEDURE

CHAPTER I: ORGANISATION

SECTION 1: COMPETENCE OF THE ETHICS COMMITTEE

31. Competence of the Ethics Committee

1. The Ethics Committee has the exclusive competence to investigate and judge the conduct of all persons bound by this Code where such conduct:

   a) has been committed by an individual who was elected, appointed or assigned by FIFA to exercise a function;

   b) directly concerns their FIFA-related duties or responsibilities; or

   c) is related to the use of FIFA funds.

2. The Ethics Committee is competent to decide on matters affecting players, coaches or any other official bound by this Code where said conduct does not fall under the competence of any confederation or member association, where no formal investigation has been initiated by the competent confederation or member association 90 days after the matter became known to FIFA, or where the relevant confederation or member association agrees with FIFA to confer the competence regarding the relevant matter on FIFA.

SECTION 2: COMMON RULES FOR THE INVESTIGATORY AND ADJUDICATORY CHAMBERS

32. Composition of the investigatory and adjudicatory chambers

The composition of the investigatory and the adjudicatory chambers shall be in accordance with the FIFA Statutes.

33. Deputising

If the chairperson of either chamber is prevented from acting (whether due to personal or factual circumstances), one of the deputy chairpersons shall replace them. In the event that the deputy chairpersons are also prevented from acting, a member of the relevant chamber, on the basis of seniority, shall act as chairperson.

34. Secretariats

1. The general secretariat of FIFA shall provide both the investigatory and adjudicatory chambers with a secretariat with the necessary staff under the responsibility of the Director of the Secretariat to the Independent Committees. The secretariat of each chamber shall take care of the respective filing of the case files, which must be kept for at least ten years.

2. The secretariat of the investigatory chamber, under the authority of the chairperson of the investigatory chamber or under the authority of the chief of the investigation, shall take charge of the administrative and legal work related to proceedings and provide support to the investigatory chamber for the completion of its tasks; in particular, it shall draft the minutes, final reports and any other document required by the members of the investigatory chamber.

3. The secretariat of the adjudicatory chamber, under the authority of the chairperson of the adjudicatory chamber, shall take charge of the administrative and legal work related to proceedings and provide support to the adjudicatory chamber for the completion of its tasks; in particular, it shall draft the minutes and any other document required by the chairperson of the adjudicatory chamber.

35. Independence

1. The members of the Ethics Committee shall manage their investigations and proceedings and render their decisions entirely independently and impartially and shall avoid any third-party influence.

2. The members of the Ethics Committee and their immediate family members shall not belong to any other judicial body within FIFA, to the FIFA Council or to any standing committee of FIFA.

3. The members of the Ethics Committee shall not belong to any body or carry out any position with regard to FIFA, a confederation or a member association, other than being member of a judicial body at FIFA, confederation or national level.

36. Withdrawal and challenges

1. A member of the Ethics Committee shall decline to participate in any investigation or adjudicatory proceedings concerning a matter where there are legitimate grounds for questioning their independence or impartiality and/or if there is a conflict of interest. They shall disclose any circumstance which may give rise to any such ground.

2. The foregoing shall apply, *inter alia*, in the following cases:

   a) if the member in question has a direct interest in the outcome of the matter;

   b) if the member has a personal bias or prejudice concerning a party; or personal, first-hand knowledge of disputed evidentiary facts material to the proceedings; or has expressed an opinion, other than as part of the proceedings in question, concerning the outcome of the proceedings; or when the immediate family of the member is a party to the subject matter in controversy, is a party to the proceedings or has any other interest that could be substantially affected by the outcome of the proceedings and their impartiality;

c) if the member has the same nationality as the party implicated;

d) if the member has already dealt with the case in a different function other than their function as a member of the Ethics Committee.

3. Members who decline to participate shall notify the chairperson immediately.

4. An objection against a member of the Ethics Committee believed not to be independent or impartial must be submitted within five days following the identification of the grounds for non-participation, failing which, such objection shall be deemed waived.

   The claim must cite the grounds and, if possible, be substantiated.

5. The chairperson of the relevant chamber shall decide whether any such claim is valid if the member in question has not declined to participate of their own accord. If the objection is against the chairperson, the chairperson or the deputy chairperson of the FIFA Appeal Committee shall decide.

37. Confidentiality

1. The members of the Ethics Committee and the members of the secretariats shall ensure that everything disclosed to them during the course of their duty remains confidential, in particular, deliberations and private personal data in compliance with the FIFA Data Protection Regulations.

2. Notwithstanding paragraph 1 above, the investigatory chamber or the adjudicatory chamber may, if deemed necessary and in an appropriate form, inform the public about or confirm ongoing or closed proceedings, and rectify information that is wrong or rumours. Any release of such information shall respect the presumption of innocence and the personality rights of those concerned.

3. The investigatory chamber or the adjudicatory chamber may, in an appropriate form and/or via the website FIFA.com, inform the public about the reasons for any decision and/or the closure of any investigation. In particular, the chairperson of the adjudicatory chamber may decide to publish the decision taken, partly or in full, provided that the names mentioned in the decision (other than the ones related to the party) and any other information deemed sensitive by the chairperson of the adjudicatory chamber, are duly anonymised.

4. In the event of a breach of this article by a member of the Ethics Committee, the relevant member shall be suspended by a decision taken by the majority of the other members of the respective chamber until the next FIFA Congress.

CHAPTER II: PROCEDURE

SECTION 1: PROCEDURAL RULES

Subsection 1: General rules

38. Parties

Only the accused are deemed to be parties.

39. Representation

1. During any dealings with the Ethics Committee, parties and other persons bound by this Code may have legal representation at their own cost and expense.
2. The parties and other persons bound by this Code are free to choose their own legal counsel or representation.
3. The Ethics Committee may request that the representatives of parties and other persons bound by this Code submit a duly signed power of attorney.
4. The Ethics Committee may limit the number of legal representatives of a party if deemed excessive.

40. Legal aid

1. In order to guarantee their rights, individuals bound by this Code and with insufficient financial means may request legal aid from FIFA for the purpose of proceedings before the Ethics Committee.
2. Applicants for legal aid must submit reasoned requests and supporting documents.
3. The secretariat establishes a list of pro bono counsel.
4. According to each applicant's needs, and subject to prior written confirmation by FIFA, legal aid may be provided as follows:
   a) The applicant may be released from having to pay the costs of proceedings.
   b) Pro bono counsel may be selected by the applicant from the list established by the secretariat.
   c) The applicant's own reasonable travel and accommodation costs and those of witnesses and experts they call to testify may be covered by FIFA, including the travel and accommodation costs of any pro bono counsel selected from the list established by the secretariat.

5. The chairperson of the adjudicatory chamber of the Ethics Committee decides on requests for legal aid. Such decisions are final.

6. Further conditions and requirements associated with legal aid and pro bono counsel may be communicated by circular letter.

7. In cases where the party could not be reached, the adjudicatory chamber may appoint a pro bono counsel *in absentia* who will act on their behalf. The absence of the party is established when the adjudicatory chamber has tried to submit the final report by email through the member association and no response has been received 15 days following the notification to the member association in accordance with article 43 of this Code.

41. Failure to cooperate

1. If the parties or other persons bound by this Code fail to cooperate in any manner or are dilatory in responding to any request from the Ethics Committee, the chairperson of the appropriate chamber issuing the request may, after warning them, charge them with a violation of article 19 of this Code.

2. To the extent the parties fail to cooperate, the investigatory chamber, in preparing a final report based on the file in its possession, and the adjudicatory chamber, in reaching a decision based on the file in its possession, may take into account that behaviour and add the failure to cooperate as an additional charge for violation of article 19 of this Code.

42. Languages used in proceedings

1. The languages used in proceedings shall be English, French and Spanish. The Ethics Committee and parties may choose any of these languages.

2. FIFA may, if necessary, use the services of an interpreter.

3. Decisions shall be taken in the language used during the relevant proceedings. Efforts will be made to use the parties' language, wherever possible.

43. Notification of decisions and other documents

1. Decisions and other documents exchanged between FIFA and the party concerned shall be sent exclusively via the FIFA Legal Portal.

2. All of the parties shall be notified of the decisions.

3. Decisions and other documents intended for persons bound by this Code may be addressed to the person directly and/or to the association concerned on condition that it forwards the documents to the intended recipient. In the event that the documents were not also or solely sent to the party concerned, these documents shall be considered to have

been communicated properly to the ultimate addressee four days after communication of the documents to the association. The time limit shall commence at midnight (Central European Time) the day after the communication of the document in question.

4. Notification of a decision shall be effected by publication on the FIFA webpage where:

   a) the whereabouts of the party are unknown and cannot be ascertained despite making reasonable enquiries;

   b) service is impossible or would lead to exceptional inconvenience; or

   c) a party has not provided a means of contact despite being instructed to do so.

5. Notification via the FIFA webpage is deemed accomplished on the day of publication.

44. Effect of decisions

1. Decisions passed by the Ethics Committee shall come into force as soon as they are communicated.
2. The Ethics Committee may rectify any obvious errors at any time.

Subsection 2: Proof

45. Various types of proof

1. Any type of proof may be produced.
2. Types of proof include, in particular:

   a) documents;

   b) reports from officials;

   c) declarations from the parties;

   d) declarations from witnesses;

   e) audio and video recordings;

   f) expert opinions;

   g) all other proof that is relevant to the case.

3. During the investigation, where oral testimony is given, such testimony may be given in person, by telephone or via video.

46. Anonymous participants in proceedings

1. When a person's testimony in ethics proceedings conducted in accordance with this Code could lead to threats to them or put them or any person particularly close to them in physical danger, the chairperson of the competent chamber or their deputy may order, *inter alia*, that:

   a) the person not be identified in the presence of the parties;

   b) the person not appear at the hearing;

   c) the person's voice be distorted;

   d) the person be questioned outside the hearing room;

   e) the person be questioned in writing through the chairperson of the competent chamber or their deputy;

   f) all or some of the information that could be used to identify the person be included only in a separate, confidential case file.

2. If no other evidence is available to corroborate the testimony provided by the person concerned, such testimony may only be used in the context of imposing sanctions under this Code if:

   a) the parties as well as their legal representatives had the opportunity to pose questions to the person concerned at least in writing; and

   b) the members of the judicial body had the opportunity to interview the person concerned directly and in full awareness of their identity and to assess their identity and record in full.

3. Disciplinary measures shall be imposed on anyone who reveals the identity of any person granted anonymity under this provision or any information that could be used to identify such person.

47. Identification of anonymous participants in proceedings

1. To ensure their safety, persons granted anonymity under article 46 shall be identified behind closed doors in the absence of the parties. This identification shall be conducted by the chairperson of the competent chamber alone, their deputy or all the members of the competent chamber together, and shall be recorded in minutes containing the relevant person's personal details.

2. These minutes shall not be communicated to the parties.

3. The parties shall receive a brief notice which:

   a) confirms that the person concerned has been formally identified; and

   b) contains no details that could be used to identify such person.

48. Inadmissible evidence

Proof that has been obtained by means or ways involving violations of human dignity or that obviously does not serve to establish relevant facts shall be rejected.

49. Evaluation of proof

The Ethics Committee shall have absolute discretion regarding proof.

50. Standard of proof

The members of the Ethics Committee shall judge and decide on the basis of their comfortable satisfaction.

51. Burden of proof

The burden of proof regarding breaches of provisions of the Code rests on the Ethics Committee.

Subsection 3: Time limits

52. Beginning and end of time limit

1. Time limits notified directly to the party or to a representative appointed by the party shall commence at midnight (Central European Time) the day after receipt of the notification.
2. Where a document is sent to a person through the respective member association and is not also sent to the person concerned or their legal representative, the time limit shall commence at midnight (Central European Time) four days after receipt of the document by the association responsible for forwarding it. Where the document was also sent to the person concerned or their legal representative, the time limit shall commence at midnight (Central European Time) the day after receipt of the document in question.
3. If the last day of the time limit coincides with a public holiday in the place of domicile of the person required to comply with the document by a certain deadline, the time limit shall expire on the next working day.
4. Time limits are deemed to have been complied with if the relevant action has been completed by midnight (Central European Time) at the latest on the last day of the stipulated deadline.

53. Compliance

1. The time limit has been met only if the action required has been carried out before expiry of the time limit.
2. The document must be submitted , to the relevant body via the FIFA Legal Portal by no later than midnight on the last day of the time limit.
3. Costs and fees payable are considered to have been paid in time if the payment has irreversibly been made to FIFA's account by midnight on the last day of the time limit.

54. Extension

1. Time limits set forth in this Code may not be extended.
2. Time limits set by the Ethics Committee may be extended upon reasoned request. A time limit may only be extended for a second time in exceptional circumstances.
3. If an extension of the time limit is refused, two extra days may be granted. In emergencies, the refusal to grant the extension may be announced orally.

Subsection 4: Suspension of proceedings

55. Suspension or continuation of proceedings

1. In the event that a person bound by this Code ceases to serve in their function during proceedings, the Ethics Committee shall remain competent to continue investigatory proceedings and/or render a decision.
2. In the event that a person bound by this Code ceases to serve in their function, the investigatory chamber may initiate and conduct the investigation, create a final report and hand it over to the adjudicatory chamber. The adjudicatory chamber may suspend the proceedings or take a decision as to the substance and impose appropriate sanctions.

Subsection 5: Procedural costs

56. Procedural costs

The procedural costs are made up of the Ethics Committee's costs and expenses incurred in connection with the investigation and adjudicatory proceedings.

57. Procedural costs in case of closure of proceedings or acquittal

1. Except as otherwise provided herein, in the event of closure of proceedings or acquittal, the procedural costs shall be borne by FIFA.
2. A party may be ordered to pay the procedural costs in part or in full in the event of closure of proceedings or acquittal if they culpably caused the proceedings to be initiated or hindered the conduct of the proceedings.

58. Procedural costs if sanctions are imposed

1. Procedural costs shall be borne by the party that has been sanctioned.
2. If more than one party is sanctioned, the procedural costs shall be assessed proportionally in accordance with the degree of guilt of the parties.
3. Part of the procedural costs, in particular the costs of the investigation proceedings, may be borne by FIFA, as appropriate in respect of the imposition of sanctions.
4. The procedural costs may be reduced or waived in exceptional circumstances, in particular taking into account the party's financial circumstances.

59. Procedural compensation

No procedural compensation shall be awarded in proceedings conducted by the Ethics Committee.

SECTION 2: INVESTIGATION PROCEEDINGS

Subsection 1: Preliminary proceedings

60. Right to submit complaints

1. Any person may file a complaint regarding potential breaches of this Code with the secretariat of the investigatory chamber. Complaints must be submitted in writing, including available evidence. The secretariat shall inform the chairperson of the investigatory chamber of the complaints and act upon their instructions.
2. There is no entitlement for proceedings to be opened following submission of a complaint.
3. Any person bound by this Code who lodges a complaint against a person whom they know to be innocent or in any other way takes malicious steps related to the initiation of proceedings under this Code shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a minimum of two years.

61. Preliminary investigations

1. Upon the instruction of the chairperson of the investigatory chamber, the secretariat of the investigatory chamber shall carry out an initial evaluation of the documents submitted with the complaint.
2. The secretariat of the investigatory chamber may initiate preliminary investigations into a potential breach of this Code based on a filed complaint and shall act upon the instructions of the chairperson of the investigatory chamber. This may include, in particular, engaging third parties – under the leadership of the chairperson – with investigative duties, appointing an integrity expert (cf. article 36 of the FIFA Disciplinary Code), collecting written information, requesting documents and obtaining witness statements.
3. The chairperson of the investigatory chamber may initiate preliminary investigations at their own discretion and at any time.

62. Opening of investigation proceedings

1. If the preliminary investigation is found to establish a prima facie case, the chairperson of the investigatory chamber shall open investigation proceedings. The chamber shall examine aggravating and mitigating circumstances equally.
2. The parties shall be notified of the opening of investigation proceedings and the possible rule violation. Limited exceptions to this rule may be made for safety and security reasons or if such disclosure would interfere with the conduct of the investigation.
3. The chairperson of the investigatory chamber shall report to the investigatory chamber regularly on non-opened cases.

Subsection 2: Initiation and conduct of investigation proceedings

63. Initiation of investigation

1. The chairperson of the investigatory chamber shall decide on the initiation of investigation proceedings.
2. Grounds do not need to be given for the initiation of investigation proceedings and the decision may not be contested.

64. Duties and competences of the investigatory chamber

1. The investigatory chamber may investigate potential breaches of provisions of this Code on its own initiative or based on complaints at its full and independent discretion.

2. If the investigatory chamber deems that there is no *prima facie* case, it shall not open any investigation proceedings and it shall close the case. In addition to the internal closure of the proceedings, the investigatory chamber may (i) send a closing letter to the interested party reminding them of their duties, and/or (ii) send a closing letter to the interested party informing them that no breaches of the Code have been found. The investigatory chamber may communicate in this respect where deemed relevant.

3. Once the investigation has been completed, the investigatory chamber shall prepare a final report on the investigation proceedings stating the relevant rules that have been breached for which they require a judgment by the adjudicatory chamber. The report, together with the related investigation files, shall be forwarded to the adjudicatory chamber. Should a hearing be conducted, one or more members of the investigatory chamber may present the case before the adjudicatory chamber.

4. As part of the investigatory process, the investigatory chamber may also investigate breaches of provisions of the FIFA Disciplinary Code which concern immoral or unethical conduct.

65. Conduct of proceedings

The chairperson of the investigatory chamber may lead the investigation proceedings themselves as the chief of the investigation or may assign this role formally to the deputy chairperson or a member of the investigatory chamber. This person shall be designated the chief of the investigation.

66. Competences of the chief of the investigation

1. With the assistance of the secretariat, the chief of the investigation shall investigate by means of written enquiries and written or oral questioning of the parties and witnesses. The chief of the investigation may also undertake any further investigative measures relevant to the case; in particular, they may verify the authenticity of documents relevant to the investigation by procuring affidavits.

2. If the chairperson of the investigatory chamber is acting as the chief of the investigation, they may ask another member of the investigatory chamber to assist them. In cases where the chairperson is not acting as the chief of the investigation, they may ask the chairperson of the investigatory chamber to assign additional members of the investigatory chamber to conduct the investigation alongside them. The chairperson may, where that is the case, also assign additional members at their own discretion.

3. If the chairperson is acting as the chief of the investigation, they may, in complex cases, engage third parties – under the leadership of the chief of the investigation – with investigative duties. The enquiries to be made by such third parties must be clearly defined. Where the chairperson is not acting as the chief of the investigation, the chief of the investigation may submit the respective request to the chairperson.

4. If the parties and the other persons bound by this Code fail to cooperate in establishing the facts of the case, the chief of the investigation may request the chairperson of the investigatory chamber to impose a warning, and in case of recurrence, to impose disciplinary measures, including a ban on taking part in any football-related activity of up to 90 days. If the chairperson is acting as the chief of the investigation, the deputy chairperson shall decide.

Subsection 3: Conclusion of investigation proceedings

67. Conclusion of investigation proceedings

1. If the chief of the investigation considers the investigation to be adequate, they shall inform the parties that the investigation proceedings have been concluded and provide them with a copy of the investigation files, including a brief summary of the main potential charges. The parties will then have ten days from that notification to submit any observation or comment.
2. If the chief of the investigation considers that there are sufficient grounds to establish that rules have been breached, they shall forward the final report together with the investigation files to the adjudicatory chamber. The chief of the investigation may also inform the adjudicatory chamber that other allegations, which might be contained in the file, may still be under investigation.
3. If the chief of the investigation considers that there are no sufficient grounds to establish that rules have been breached, they shall close the case. In addition to the internal closure of the proceedings, the investigatory chamber shall send a closing letter to the party reminding them of their duties, as well as informing them of the outcome of the investigations and that any ongoing provisional sanction is lifted.
4. If proceedings have been closed, the investigatory chamber may reopen the investigation if new facts or evidence suggesting a potential breach come to light.

68. Final report

1. The final report shall contain all the relevant facts and relevant evidence gathered and mention the possible rule violation.
2. The final report shall be signed by the chairperson of the investigatory chamber. If the chairperson did not act as the chief of the investigation, the chief of the investigation shall also sign the final report.

69. Plea bargain (application of a sanction by mutual consent)

1. At any time during the investigation, but at the latest when the case is about to be decided by the adjudicatory chamber or before the hearing as provided for by article 76 of this Code, the parties may enter into an agreement with the chairperson of the investigatory chamber for the application of a sanction by mutual consent.

2. Should the chairperson of the adjudicatory chamber consider that the agreement complies with this Code and the sanction settled is correctly applied, the agreement becomes immediately effective and the settled sanction becomes final and binding, and is not subject to any further appeal.

3. Should any monetary sanction provided by the plea agreement not be fully executed by the party concerned within 15 days of the date of the decision, the agreement is automatically revoked.

4. Should any compliance training and/or community football service provided by the plea agreement not be fully executed by the party concerned within the terms established within the agreement, the agreement is automatically revoked.

5. Whenever a plea agreement is revoked, the adjudicatory chamber shall decide the case within the 60 days that follow on the basis of the file, and no further plea agreement will be allowed between the parties concerned and the chairperson of the investigatory chamber.

6. No plea agreement shall be allowed concerning sanctions related to the protection of physical and mental integrity, or related to offences of bribery and corruption, misappropriation and misuse of funds, and manipulation of football matches or competitions, unless the party concerned provides substantial assistance. Substantial assistance may be considered where the relevant party:

   a) fully disclosed in a signed written statement or recorded interview all the information they possess in relation to the infringement(s); and

   b) fully cooperated with the investigation and adjudication of any case or matter related to the information provided, including but not limited to presenting a testimony at a hearing if requested to do so by FIFA or the relevant deciding panel;

   c) provided credible information which constitutes a significant part of a case or proceeding subsequently initiated or, at least, which would have provided a sufficient basis on which to initiate a case or proceeding.

   Notwithstanding the above, in cases of sexual abuse, no plea agreement shall be allowed with the principal actors or any other person directly participating in such conduct.

SECTION 3: ADJUDICATORY PROCEEDINGS

Subsection 1: Initiation and conduct of proceedings

70. Duties and competences of the adjudicatory chamber

1. The chairperson of the adjudicatory chamber shall examine the final report and investigation files with the assistance of the secretariat.
2. If the chairperson of the adjudicatory chamber deems that there is insufficient evidence to proceed, they may close the case and shall inform the party accordingly.
3. If the chairperson of the adjudicatory chamber deems that the matter should be adjudicated, they shall proceed with the adjudicatory proceedings and request that the secretariat send a copy of the final report and investigation files to the parties concerned.
4. The adjudicatory chamber may gather evidence, documents or information or request clarification at any time prior to the hearing or the deliberations on the matter.

71. Adjudicatory proceedings

1. The chairperson of the adjudicatory chamber shall inform all the parties concerned that the case shall be decided either on the basis of the report of the investigatory chamber together with the investigation files or – upon the request of any party concerned – of a hearing to be scheduled.
2. If there is no request for a hearing, the chairperson of the adjudicatory chamber shall inform the parties of the proceedings and the investigatory chamber that the case shall be decided on the basis of the existing documents and submissions and shall establish a final deadline to file their respective final requests.
3. Should a hearing be held, the secretariat of the adjudicatory chamber shall inform all the parties concerned and shall forward to them a procedural order, with the rules of the hearing, established by the chairperson of the adjudicatory chamber.
4. All the parties in the proceedings and their representatives, subject to article 39 paragraph 4, as well as the representatives of the investigatory chamber are entitled to attend the hearing to discuss and submit orally their respective requests.
5. As part of the adjudicatory process, the adjudicatory chamber may also rule on breaches of provisions of the FIFA Disciplinary Code which concern immoral or unethical conduct.

72. Jurisdiction of the chairperson of the adjudicatory chamber ruling alone

1. The chairperson of the adjudicatory chamber may take decisions alone in cases related to breaches sanctioned only with monetary sanctions or when the sanction to be imposed is a warning, reprimand or compliance training.
2. The chairperson of the adjudicatory chamber is also responsible for ratifying the plea agreement entered into between the parties and the investigatory chamber, where applicable.

73. Right to be heard

Before the adjudicatory chamber issues any final decision, the parties are entitled to submit their position, to present evidence and to inspect evidence to be considered by the adjudicatory chamber in reaching its decision. These rights may be restricted in exceptional circumstances, such as when confidential matters need to be safeguarded, witnesses need to be protected or if it is required to establish the elements of the proceedings.

74. Rejection of motions for the admission of evidence

1. In accordance with articles 48 and 49 and other relevant provisions of the Code, the chairperson of the adjudicatory chamber may reject the substantiated motions for the admission of evidence submitted by the parties.
2. The parties shall be informed if their motion has been rejected with a brief outline of the grounds of the decision. The rejection may not be contested.

Subsection 2: Composition, hearings

75. Composition of the panel

1. The chairperson of the adjudicatory chamber shall decide the composition and number of members in the panel and shall provide them with the relevant files. The parties shall be informed of the composition of the panel.
2. Without prejudice to article 72, the panel's decisions shall be deemed to be legally valid if at least three members are present.

76. Hearings, principles

1. Hearings shall be conducted behind closed doors and in the presence in situ of the requesting party.
2. Hearings of the adjudicatory chamber are not open to the public, except in cases when it has been duly requested by the defendant. The chairperson or their nominee decides, at their own discretion, under what conditions a public hearing may take place.

3. Misconduct by the party that took place after the submission of the final report may be addressed by the investigatory chamber during its closing statement. In this sense, the investigatory chamber may present the relevant facts and evidence, mention the possible rule violation and submit a recommendation to the adjudicatory chamber on the appropriate measures. The party shall have the right to respond to these new charges during the hearing. In the absence of a hearing, the investigatory chamber may submit its recommendation within two days after the party´s position, who will have then the right to reply in written form in compliance with the deadline granted by the adjudicatory chamber.

4. If there is no hearing, the chairperson shall schedule the deliberations and decide on the number of members and the composition of the panel. The parties shall be informed to this effect.

77. Hearings, procedure

1. The chairperson of the adjudicatory chamber shall conduct the hearing in whatever manner they deem appropriate, provided it is consistent with this Code.

2. It is the responsibility of the parties to ensure the appearance of the witnesses requested by them and to pay all costs and expenses associated with the parties' and the witnesses' appearance.

3. Witnesses called by the parties and/or by the investigatory chamber shall, in principle, appear in person. The chairperson of the adjudicatory chamber or their deputy may, however, decide to hear the parties by video conference, which shall be conducted under the specific conditions set by the chairperson or their deputy/acting chairperson.

4. Wherever possible, the hearing shall proceed according to the following sequence:

   a) testimony of any witnesses called by the accused and approved by the adjudicatory chamber;

   b) testimony of any witnesses called by the investigatory chamber and approved by the adjudicatory chamber;

   c) testimony of any witnesses called by the adjudicatory chamber;

   d) closing statement by the investigatory chamber;

   e) closing statement by a legal representative, if any, of the accused;

   f) rebuttal statement by the investigatory chamber and the parties, if applicable;

   g) final opportunity for the accused to speak.

5. Exceptionally, the chairperson of the adjudicatory chamber (or the deputy/acting chairperson in the respective proceedings) may decide to organise a hearing by means of video-conference.

Subsection 3: Deliberations, decisions

78. Deliberations

1. After the hearing, the adjudicatory chamber shall withdraw to deliberate on its decision in private.
2. If circumstances permit, the deliberations and decision-taking may be conducted via telephone conference, video conference or any other similar method.
3. Deliberations shall be conducted without interruption, unless there are exceptional circumstances.
4. The chairperson shall decide in which order the various questions will be submitted for deliberation.
5. The adjudicatory chamber is not bound by the legal assessment of the facts submitted by the investigatory chamber. In particular, the adjudicatory chamber may extend or limit the rule violations pointed out by the investigatory chamber.
6. The members present shall express their opinions in the order set out by the chairperson, who always speaks last.
7. A member of the secretariat shall be present during the deliberations.

79. Taking the decision

1. Decisions shall be taken by the majority of the members present.
2. Every member present shall vote.
3. In the event of a tied vote, the chairperson shall have the casting vote.

80. Grounds of decision

1. The adjudicatory chamber shall communicate its decision in full, written form.
2. In case of urgency, or under any other special circumstances, the adjudicatory chamber may notify only the terms of the decision to the party, which become immediately applicable. The full, written decision shall then be notified within the next 60 days.

81. Form and content of the decision

1. The decision shall contain:
   a) the composition of the panel;
   b) the names of the parties;
   c) the date of the decision;

d) a summary of the facts;

e) the grounds of the decision;

f) the provisions on which the decision was based;

g) the terms of the decision;

h) notice of the channels for appeal.

2. The decision shall be signed by the chairperson and transmitted by the secretariat.

82. Enforcement of decisions

It is the responsibility of the member associations, as well as of the relevant football officials, to make sure that the decisions taken and notified by the Ethics Committee are properly implemented, as required by the FIFA Statutes.

SECTION 4: APPEAL AND REVIEW

83. Appeal Committee

1. An appeal may be lodged by the party concerned, having a legally protected interest justifying amendment or cancellation of the decision, to the Appeal Committee against any decision taken by the Disciplinary Committee which relates to infringements of article 30 of this Code.

2. Further provisions relating to lodging an appeal and proceedings before the Appeal Committee are set out in the FIFA Disciplinary Code (cf. article 60 ff.).

84. Court of Arbitration for Sport

1. Decisions taken by the adjudicatory chamber are final, subject to appeals lodged with the Court of Arbitration for Sport (CAS) in accordance with the relevant provisions of the FIFA Statutes.

2. The aforementioned decisions may also be appealed at CAS by the chief of the investigation.

85. Review

1. The investigatory chamber of the Ethics Committee may reopen a case that has been closed following a legally binding decision if a party discovers significant new facts or proof that, despite the investigation, could not have been produced sooner and would have resulted in a more favourable decision. In case of such reopening, the provisions regarding investigation proceedings shall apply.

2. A request for review shall be made by the party concerned within ten days of discovering the reasons for review, or it will not be admitted.

3. The limitation period for submitting a request for review is one year after the enforcement of the decision.

SECTION 5: PROVISIONAL SANCTIONS

86. Provisional sanction

1. At any time during an investigation, the chairperson of the investigatory chamber or the chief of the investigation may request that the chairperson of the adjudicatory chamber impose provisional sanctions in order to ensure that investigation proceedings are not interfered with or when a breach of this Code appears to have been committed and a decision on the merits of the case may not be taken early enough.

2. The interested party may file their position against the request for provisional sanctions with the chairperson of the adjudicatory chamber within five days of the notification of the request for provisional sanctions.

3. The chairperson of the adjudicatory chamber shall decide without delay based on the file or they may decide to hear the interested parties or their representatives.

4. A provisional sanction shall start on the date on which it is notified (or deemed to be notified) by the chairperson of the adjudicatory chamber and shall end with the final decision of the adjudicatory chamber, unless lifted earlier in accordance with article 67 of this Code. The period of the provisional sanction shall however not exceed the maximum length of the sanction that may be imposed with regard to the related breach(es).

5. The duration of provisional sanctions shall be taken into account in the final decision.

IV.

FINAL PROVISIONS

87. Exemption from liability

Except in the case of gross negligence or malicious intent, neither the members of the Ethics Committee nor the secretariat staff may be held personally liable for any deeds relating to any procedure.

88. Official languages

1. This Code exists in English, French and Spanish.
2. In the event of any discrepancy between the three texts, the English version shall be authoritative.

89. Adoption and enforcement

1. The FIFA Council adopted this Code on 16 December 2022.
2. This Code comes into force on 1 February 2023.
3. The procedural rules enacted in this Code shall come into force immediately, and apply to all proceedings for which adjudicatory proceedings have not been formally opened, on the date stipulated paragraph 2 of the present article.

Doha, 16 December 2022

For the FIFA Council

President	Secretary General
Gianni Infantino	Fatma Samoura


FIFA

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Regulations on the Status and Transfer of Players

incl. interim regulatory framework

JULY 2025

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DEFINITIONS

For the purpose of these regulations, the terms set out below are defined as follows:

1. Former association: the association to which the former club is affiliated.
2. Former club: the club that the player is leaving.
3. New association: the association to which the new club is affiliated.
4. New club: the club that the player is joining.
5. Official matches: matches played within the framework of organised football, such as national league championships, national cups and international championships for clubs, but not including friendly and trial matches.
6. Organised football: association football organised under the auspices of FIFA, the confederations and the associations, or authorised by them.
7. Protected period: a period of three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28th birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28th birthday of the professional.
8. Registration period: a period fixed by the relevant association in accordance with article 6.
9. Season: a consecutive 12-month period fixed by an association during which its official competitions, such as national league championships and national cup competitions, occur.
10. Training compensation: the payments made in accordance with Annexe 4 to cover the development of young players.
11. Minor: a player who has not yet reached the age of 18.
12. Academy: an organisation or an independent legal entity whose primary, long-term objective is to provide players with long-term training through the provision of the necessary training facilities and infrastructure. This shall primarily include, but not be limited to, football training centres, football camps, football schools, etc.
13. Transfer matching system (TMS): a web-based data information system with the primary objective of simplifying the process of international player transfers as well as improving transparency and the flow of information.

14. Third party: a party other than the player being transferred, the two clubs transferring the player from one to the other, or any previous club, with which the player has been registered.

15. Eleven-a-side football: football played in accordance with the Laws of the Game as authorised by the International Football Association Board.

16. Futsal: football played in accordance with the Futsal Laws of the Game that have been drawn up by FIFA in collaboration with the Sub-Committee of the International Football Association Board.

17. Registration: the act of making a written record containing details of a player that include:

a) the start date of the registration (format: dd/mm/yyyy);

b) the full name (first, middle and last names) of the player;

c) the date of birth, gender, nationality, status as an amateur or a professional (as per article 2 paragraph 2 of these regulations), and nature of the registration (on a permanent basis or on loan);

d) the type(s) of football the player will play (eleven-a-side football/futsal/beach soccer);

e) the name of the club at the association where the player will play (including the FIFA ID of the club);

f) the training categorisation of the club at the moment of the registration;

g) the FIFA ID of the player;

h) the FIFA ID of the association.

18. Electronic player registration system: an online electronic information system with the ability to record the registration of all players at their association. The electronic player registration system must be integrated with the FIFA Connect ID Service and the FIFA Connect Interface in order to exchange information electronically. The electronic player registration system must provide all registration information for all players from the age of 12 through the FIFA Connect Interface and, in particular, must assign each player a FIFA ID utilising the FIFA Connect ID Service.

19. FIFA Connect ID Service: a service provided by FIFA assigning globally valid unique identifiers (the FIFA ID) to individuals, organisations, and facilities, providing duplicate information in case of a second registration of the same entity, and keeping a central record of the current registration(s) of all entities with an assigned FIFA ID.

20. FIFA ID: the worldwide unique identifier given by the FIFA Connect ID Service to each club, association, player and football agent.

21. International transfer: the movement of the registration of a player from one association to another association.

22. National transfer: the movement of the registration of a player at an association from one club to another within the same association.

23. Electronic domestic transfer system: an online electronic information system with the ability to administer and monitor all national transfers within an association, in line with the principles of the model implemented at international level through the transfer matching system (cf. Annexe 3). At a minimum, the system must collect the full name, gender, nationality, date of birth and FIFA ID of the player, the status (amateur or professional as per article 2 paragraph 2 of these regulations), the name and FIFA ID of the two clubs involved in the national transfer, as well as any payments between the clubs, if applicable. The electronic domestic transfer system must be integrated with the electronic registration system of the association and with the FIFA Connect Interface in order to exchange information electronically.

24. Bridge transfer: any two consecutive transfers, national or international, of the same player connected to each other and comprising a registration of that player with the middle club to circumvent the application of the relevant regulations or laws and/or defraud another person or entity.

25. Purely amateur club: a club with no legal, financial or de facto links to a professional club that:

i. is only permitted to register amateur players; or

ii. has no registered professional players; or

iii. has not registered any professional players in the three years prior to a particular date.

26. FIFA Connect Interface: a technical interface provided by FIFA within the FIFA Connect Programme, used to exchange electronic end-to-end encrypted messages between member associations, and between member associations and FIFA.

27. Training rewards: the mechanisms which compensate training clubs for their role in the training and education of young players, namely training compensation (cf. article 20) and the solidarity mechanism (cf. article 21).

28. Coach: an individual employed in a football-specific occupation by a professional club or association whose:

    i. employment duties consist of one or more of the following: training and coaching players, selecting players for matches and competitions, making tactical choices during matches and competitions; and/or

    ii. employment requires the holding of a coaching licence in accordance with a domestic or continental licensing regulation.

29. Professional club: a club that is not a purely amateur club.

30. Maternity leave: a minimum period of 14 weeks' paid absence granted to a female player/coach due to her pregnancy, of which a minimum of eight weeks must occur after the birth of the child.

31. Club-trained player: a player who, between the age of 15 (or the start of the season during which he turns 15) and 21 (or the end of the season during which he turns 21), and irrespective of his nationality and age, registered with his current club for a period, continuous or not, of three entire seasons or of 36 months.

32. Trial: a temporary period during which a player that is not registered with a club is evaluated by that club.

33. FIFA Clearing House: the entity that acts as an intermediary in relation to processing certain payments made in the football transfer system.

34. Electronic Player Passport (EPP): an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12th birthday.

35. Transfer Compensation: a compensation which a new club of a player pays, or commits to pay to a player's former club, in exchange for the former club's acceptance to release the player from a binding contractual relationship. Compensation for breach of contract pursuant to article 17 herein is not considered transfer compensation.

36. Matching Exception: the status of an international transfer in TMS when both clubs have entered the basic information correctly (player, clubs and transfer instruction), but there are still transfer details (payment details or loan dates) that do not match in both transfer instructions. This mismatch prevents the transfer from proceeding.

37. TMS User: an individual trained and authorised to access TMS on behalf of a club or association. All TMS users have their own unique login credentials.

38. TMS Manager: the main TMS user and point of contact for a club or association with access to TMS.

39. Transfer Instruction: the information entered in TMS to transfer a player from one club to another. The transfer instruction type is defined by the information entered: (i) "engage" or "release"; (ii) "permanently" or "on loan"; (iii) "professional player" or "amateur player"; (iv) with transfer agreement" or "without transfer agreement"; (v) "against payment" or "free of payment".

40. Validation Exception: an issue relating to an international transfer in TMS that prevents it from proceeding to the next status, thus requiring FIFA's intervention.

41. Competition period: the period starting with the first official match of the national league championship or national cup competition, whichever comes first, and ending with the last official match played within those competitions.

42. Adoption leave: a minimum period of eight weeks' paid absence granted to a female player/coach in case of the adoption of a child who is younger than the age of two. The period of paid absence is reduced to four weeks for a child between two and four years of age and to two weeks for a child who is older than the age of four. The adoption leave must be taken within six months of the date of the formal adoption and cannot be accumulated with family leave for the same child.

43. Family leave: a minimum period of eight weeks' paid absence granted to a female player/coach other than the biological mother following the birth of the child. The family leave must be taken within six months of the date of birth of the child and cannot be accumulated with adoption leave for the same child.

Reference is also made to the Definitions section in the FIFA Statutes.

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

01.

INTRODUCTORY PROVISION

1. Scope

1. These regulations lay down global and binding rules concerning the status of players, their eligibility to participate in organised football, and their transfer between clubs belonging to different associations.

2. The transfer of players between clubs belonging to the same association is governed by specific regulations issued by the association concerned in accordance with article 1 paragraph 3 below, which must be approved by FIFA. Such regulations shall lay down rules for the settlement of disputes between clubs and players, in accordance with the principles stipulated in these regulations. Such regulations should also provide for a system to reward clubs affiliated to the relevant association investing in the training and education of young players.

   The use of an electronic domestic transfer system is a mandatory step for all national transfers of professional and amateur players (both male and female) within the scope of eleven-a-side football. A national transfer must be entered in the electronic domestic transfer system each time a player is to be registered with a new club within the same association. Any registration of a player for a new club without the use of the electronic domestic transfer system will be invalid.

3.

   a) The following provisions are binding at national level and must be included without modification in the association's regulations: articles 2-8, 10 (subject to article 1 paragraph 3 b) below), 11, 12bis, 18, 18 paragraph 7, 18bis, 18ter, 18quater, 18quinquies, 19 and 19bis.

      In relation to articles 18 paragraph 7, 18quater and 18quinquies, where a validly negotiated collective bargaining agreement contains provisions related to female professional football, the respective provisions of the collective bargaining agreement shall prevail in their totality, and a clear reference to the collective bargaining agreement shall be included in the association's regulations. Where no collective bargaining agreement exists, but where more favourable conditions are stipulated pursuant to national law, these more favourable conditions shall be included in the association's regulations.

   b) Associations are given three years from 1 July 2022 to implement, in agreement with domestic football stakeholders, rules on a domestic loan system which are in line with the principles of integrity of competitions, youth development, and the prevention of hoarding players. For the avoidance of doubt, the limitation on the number of loans at national level may differ from article 10 as long as it is consistent with these principles.

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c) Each association shall include in its regulations appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements. In particular, the following principles must be considered:

- article 13: the principle that contracts must be respected;
- article 14: the principle that contracts may be terminated by either party without consequences where there is just cause;
- article 15: the principle that contracts may be terminated by professionals with sporting just cause;
- article 16: the principle that contracts cannot be terminated during a competition period;
- article 17 paragraphs 1 and 2: the principle that in the event of termination of contract without just cause, compensation shall be payable and that such compensation may be stipulated in the contract;
- article 17 paragraphs 3-5: the principle that in the event of termination of contract without just cause, sporting sanctions shall be imposed on the party in breach.

4. These regulations also govern the release of players to association teams in accordance with the provisions of Annexe 1. These provisions are binding for all associations and clubs.

5. These regulations also include rules concerning contracts between coaches and professional clubs or associations (cf. Annexe 2).

6. These regulations also include temporary rules addressing the exceptional situation deriving from the war in Ukraine (cf. Annexe 7).

02

STATUS OF PLAYERS

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2. Status of players: amateur and professional players

1. Players participating in organised football are either amateurs or professionals. No other status shall be recognised.

2. A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.

3. Reacquisition of amateur status

1. A player registered as a professional may not re-register as an amateur until at least 30 days after his last match as a professional.

2. No compensation is payable upon reacquisition of amateur status. If a player re-registers as a professional within 30 months of being reinstated as an amateur, his new club shall pay training compensation in accordance with article 20.

4. Termination of activity

1. Professionals who end their careers upon expiry of their contracts and amateurs who terminate their activity shall remain registered at the association of their last club for a period of 30 months.

2. This period begins on the day the player made his last appearance for the club in an official match.

03

REGISTRATION OF PLAYERS

5. Registration

1. Each association must have an electronic player registration system, which must assign each player a FIFA ID when the player is first registered. A player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2. With the exception of players participating in friendly matches during a trial, only electronically registered players identified with a FIFA ID are eligible to participate in organised football. By the act of registering or accepting to be on trial a player agrees to abide by the statutes and regulations of FIFA, the confederations and the associations.

2. A player may only be registered with a club for the purpose of playing organised football. As an exception to this rule, a player may have to be registered with a club for mere technical reasons to secure transparency in consecutive individual transactions (see Annexe 3). A player that is on trial (see article 19ter) does not need to be registered to participate in friendly matches played in the context of a trial.

3. A player may only be registered with one club at a time.

4. Players may be registered with a maximum of three clubs during one season. During this period, a player is only eligible to play official matches for two clubs. As an exception to this rule, a player moving between two clubs belonging to associations with overlapping seasons (i.e. start of the season in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third club during the relevant season, provided they have fully complied with their contractual obligations towards their previous clubs, and provided that the provisions relating to registration periods (article 6) and the minimum length of a contract (article 18 paragraph 2) are respected. Limitations as per this paragraph do not apply if a player wishes to be registered based on the exception as per article 6 paragraph 3 a). Competition Regulations for the FIFA Club World Cup™ may establish further exceptions.

5. Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a player may not play official matches for more than two clubs competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of member associations.

6. In relation to the FIFA ID of a player and the integration of their electronic player registration systems, member associations shall:

   a) assign a FIFA ID to all players already registered at the member association who have not been assigned a FIFA ID at the point in time when the electronic player registration system is integrated with the FIFA Connect ID Service;

   b) where a FIFA ID has already been assigned to a player, as indicated by the FIFA Connect ID Service, ensure the same FIFA ID is used to register the player in its electronic player registration system;

   c) if the FIFA Connect ID Service determines that a player is, or appears to be, registered in more than one electronic player registration system, resolve the matter within five (5) days of it becoming aware, and update the FIFA Connect ID Service without delay; and

   d) provide the relevant personal information about a player to other member associations' electronic player registration systems through the FIFA Connect Interface, when requested for the purpose of registration and the determination of the FIFA ID of the player.

5bis Bridge transfer

1. No club or player shall be involved in a bridge transfer.

2. It shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer.

3. The FIFA Disciplinary Committee, in accordance with the FIFA Disciplinary Code, will impose sanctions on any party subject to the FIFA Statutes and regulations involved in a bridge transfer.

6. Registration periods

1. Players may only be registered during one of the two annual registration periods fixed by the relevant association. Associations may fix different registration periods for their male and female competitions.

2. The first registration period may begin as early as on the first day after the day on which the competition period of the previous season ended, and at the latest on the first day of the new season. This first registration period shall not be shorter than eight weeks or longer than 12 weeks. The second registration period shall occur in the middle of the season and shall not be shorter than four weeks or longer than eight weeks. The cumulative total of both registration periods may not exceed 16 weeks. The dates of the competition period and the two registration periods for the season shall be entered into TMS at least 12 months before they come into force (cf. Annexe 3). All transfers, whether a national transfer or an international transfer, shall only occur within these registration periods, subject to the exceptions in article 6 as per paragraph 3 hereinafter. FIFA shall determine the dates for any association that fails to communicate them on time.

3. Member associations are authorised to exceptionally register players outside a registration period in the following circumstances:

   a) A professional who has unilaterally terminated their contract with just cause, or whose contract has been unilaterally terminated without just cause by their club, may be registered outside a registration period. Upon receipt of the ITC request, the FIFA general secretariat shall expeditiously assess on a *prima facie* basis whether the unilateral termination occurred with or without just cause and permit or deny the registration accordingly. Such *prima facie* assessment is without prejudice to a decision of the Football Tribunal about the consequences of the termination of contract.

   b) A professional whose contract has naturally expired or has been mutually terminated prior to the end of the registration period applicable to the engaging club may be registered with the engaging club also after expiry of the respective registration period.

   c) A female player may be registered outside a registration period to temporarily replace another female player that has exercised her rights linked to pregnancy, adoption or family leave. The period of the contract of the temporary replacement player shall, unless otherwise mutually agreed, be from the date of registration until the day prior to the start of the first registration period after the return of the female player that has taken the relevant leave.

   d) A female player may be registered outside a registration period upon completion of her family, adoption or maternity leave or recovery related to her pregnancy (cf. article 18 paragraph 7 and article 18quater) subject to her contractual status.

   e) A professional whose contract has expired or been terminated as a result of COVID-19 has the right to be registered outside a registration period, regardless of the date of expiry or termination.

   f) Competition Regulations for the FIFA Club World Cup™ may establish further exceptions.

4. Whenever allowing a registration outside a registration period, member associations shall pay due consideration to the sporting integrity of the relevant competition. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may define the criterion of sporting integrity in more detail.

5. In cases where the FIFA general secretariat allows a registration outside a registration period based on the exception in paragraph 3 a), any domestic regulatory provision or contractual agreement requiring the consent of the former club to register the player shall be null and void. In cases where a player's employment contract has expired, consent of the former club shall never be required to register the player.

6. With respect to the exceptions in paragraph 3 c) and d), associations shall adapt their domestic rules accordingly. However, priority shall be given to ensuring that a female player that has returned from maternity leave is eligible to participate in domestic competitions, as well as the sporting integrity of the relevant competition.

7. Players may only be registered, subject to the exceptions provided for in article 6 paragraph 3, upon submission through the electronic player registration system of a valid application from the club to the relevant association during a registration period.

8. The provisions concerning registration periods do not apply to competitions in which only amateurs participate. The relevant association shall specify the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition.

7. Player passport

1. For entitlements related to training rewards that are not governed by the FIFA Clearing House Regulations, existing obligations related to player passports shall remain unchanged, i.e. the registering association is obliged to provide the club with which the player is registered with a player passport containing the relevant details of the player. The player passport shall indicate the club(s) with which the player has been registered since the calendar year of their 12th birthday.

2. For entitlements related to training rewards that are governed by the FIFA Clearing House Regulations, an EPP shall be generated and used as set forth below.

3. The Electronic Player Passport is an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12th birthday. It shall be generated in circumstances as defined in the FIFA Clearing House Regulations.

4. For the purpose of creating the EPP, member associations shall ensure that reliable, accurate and complete player registration information is made available electronically to FIFA through the FIFA Connect Interface, whenever requested by FIFA through such interface.

8. Application for registration

The application for registration of a professional must be submitted together with a copy of the player's contract. The relevant decision-making body has discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to it.

9. International Transfer Certificate

1. Players registered at one association may only be registered at a new association once the latter has received an International Transfer Certificate (hereinafter: ITC) from the former association. The ITC shall be issued free of charge without any conditions or time limit. Any provisions to the contrary shall be null and void. The association issuing the ITC shall lodge a copy with FIFA. The administrative procedures for issuing the ITC are contained in Annexe 3 of these regulations.

2. Associations are forbidden from requesting that an ITC be issued in order to allow a player to participate in friendly matches in the context of a trial.

3. Except for cases governed by the FIFA Clearing House Regulations, the new association shall inform the association(s) of the club(s) that trained and educated the player between the ages of 12 and 23 (cf. article 7) in writing of the registration of the player as a professional after receipt of the ITC.

4. An ITC is not required for a player under the age of ten years.

10. Loan of professionals

1. A professional may be loaned for a predetermined period by their club ("former club") to another club ("new club") on the basis of a written agreement. The following rules apply to the loan of professionals:

   a) The clubs shall conclude a written agreement defining the terms of the loan ("loan agreement"), in particular, its duration and financial conditions. The professional may also be a party to the loan agreement

   b) The professional and the new club shall sign a contract covering the duration of the loan. This contract shall acknowledge that the professional is on loan.

   c) During the agreed duration of the loan, the contractual obligations between the professional and the former club shall be suspended unless otherwise agreed in writing.

   d) Subject to article 5 paragraph 4, a loan agreement may be concluded for a minimum duration of the time between two registration periods and a maximum duration of one year. The end date shall fall within one of the registration periods of the association of the former club. Any clause referring to a longer duration of the loan shall not be recognised.

   e) A loan agreement may be extended, subject to the above minimum and maximum durations, with the written consent of the professional.

   f) A new club is prohibited from sub-loaning or permanently transferring a professional to a third club.

2. Loan agreements with a duration of more than one year which predate the entering into force of these regulations may continue until their contractual expiration. They may be extended only in accordance with article 10 paragraph 1 e).

3. The loan of a professional is subject to the administrative procedures provided in articles 5-9 and Annexe 3.

4. Where the contract between a professional and the new club has been unilaterally terminated prior to the completion of the duration agreed in the loan agreement:

   a) the professional has the right to return to the former club;

   b) the professional must immediately inform the former club of the premature termination and whether they intend to return to the former club;

   c) if the professional decides to return to the former club, the former club must reintegrate the professional immediately. The contract which was suspended during the loan shall be reinstated from the date of reintegration, and in particular, the former club must remunerate the professional;

   d) rules governing registration at national level must be determined by the association in agreement with domestic football stakeholders.

5. The terms of article 10 paragraph 4 are without prejudice to:

   a) the operation of article 17 relating to termination of the contract between the professional and the new club;

   b) the operation of article 17, should the former club fail to reintegrate the professional immediately; and

   c) the right of the former club to seek compensation resulting from its obligation to reintegrate the professional. The minimum compensation payable shall be the amount the former club must pay the professional between the date of reintegration and the original completion date of the loan agreement.

6. The following limitations apply from 1 July 2024:

   a) a club may have a maximum of six professionals loaned out at any given time during a season;

   b) a club may have a maximum of six professionals loaned in at any given time during a season.

7. The loan of a professional will be exempt from the above limitations if:

   a) the loan occurs before the end of the season of the former club in which the professional turns 21; and

   b) the professional is a club-trained player with the former club.

8. The following restrictions apply irrespective of age or club-trained status:

   a) a club may have a maximum of three professionals loaned out to a specific club at any given time during a season;

   b) a club may have a maximum of three professionals loaned in from a specific club at any given time during a season.

9. The following transition period shall apply for the limitations in article 10 paragraph 6:

   a) from 1 July 2022 to 30 June 2023: a maximum of eight professionals for each limitation;

   b) from 1 July 2023 to 30 June 2024: a maximum of seven professionals for each limitation.

11. Unregistered players

Any player not registered at an association who appears for a club in any official match shall be considered to have played illegitimately. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions may also be imposed on the player and/or the club. The right to impose such sanctions lies in principle with the association or the organiser of the competition concerned.

12. Enforcement of disciplinary sanctions

1. Any disciplinary sanction of up to four matches or up to three months that has been imposed on a player by the former association but not yet (entirely) served by the time of the transfer shall be enforced by the new association at which the player has been registered in order for the sanction to be served at domestic level. When issuing the ITC, the former association shall notify the new association via TMS of any such disciplinary sanction that has yet to be (entirely) served.

2. Any disciplinary sanction of more than four matches or more than three months that has not yet been (entirely) served by a player shall be enforced by the new association that has registered the player only if the FIFA Disciplinary Committee has extended the disciplinary sanction to have worldwide effect. Additionally, when issuing the ITC, the former association shall notify the new association via TMS of any such pending disciplinary sanction.

12bis Overdue payables

1. Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.

2. Any club found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned in accordance with paragraph 4 below.

3. In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).

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4. Within the scope of its jurisdiction (cf. article 22 to 24), the Football Tribunal may impose the following sanctions:

   a) a warning;

   b) a reprimand;

   c) a fine;

   d) a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.

5. The sanctions provided for in paragraph 4 above may be applied cumulatively.

6. A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.

7. The terms of the present article are without prejudice to the application of further measures in accordance with article 17 in the event of unilateral termination of the contractual relationship.

04

MAINTENANCE OF CONTRACTUAL STABILITY BETWEEN PROFESSIONALS AND CLUBS

13. Respect of contract

A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement.

14. Terminating a contract with just cause

1. A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause. In general, just cause shall exist in any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship.

2. Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.

14bis Terminating a contract with just cause for outstanding salaries

1. In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.

2. For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above.

3. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail.

15. Terminating a contract with sporting just cause

An established professional who has, in the course of the season, appeared in fewer than ten per cent of the official matches in which his club has been involved may terminate his contract prematurely on the ground of sporting just cause. Due consideration shall be given to the player's circumstances in the appraisal of such cases. The existence of sporting just cause shall be established on a case-by-case basis. In such a case, sporting sanctions shall not be imposed, though compensation may be payable. A professional may only terminate his contract on this basis in the 15 days following the last official match of the season of the club with which he is registered.

16. Restriction on terminating a contract during the competition period

A contract cannot be unilaterally terminated during a competition period.

17. Consequences of terminating a contract without just cause

The following provisions apply if a contract is terminated without just cause:

1. In all cases, the party that has suffered as a result of a breach of contract by the counterparty shall be entitled to receive compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated taking into account the damage suffered, according to the "positive interest" principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.

   Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:

   i. In case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.

   ii. In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased

up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.

iii. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail.

2. Entitlement to compensation cannot be assigned to a third party. A player's new club shall be held jointly liable to pay compensation if, having regard to the individual facts and circumstances of each case, it can be established that the new club induced the player to breach their contract.

3. In addition to the obligation to pay compensation, sporting sanctions shall also be imposed on any player found to be in breach of contract during the protected period. This sanction shall be a four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs. This suspension of the sporting sanctions shall, however, not be applicable if the player is an established member of the representative team of the association he is eligible to represent, and the association concerned is participating in the final competition of an international tournament in the period between the last match and the first match of the next season. Unilateral breach without just cause or sporting just cause after the protected period shall not result in sporting sanctions. Disciplinary measures may, however, be imposed outside the protected period for failure to give notice of termination within 15 days of the last official match of the season (including national cups) of the club with which the player is registered. The protected period starts again when, while renewing the contract, the duration of the previous contract is extended.

4. A sporting sanction shall be imposed (i) on any club found to be in breach of contract during the protected period or (ii) on a player's new club if, having regard to the individual facts and circumstances of each case, it can be established that the new club induced the player to breach the contract during the protected period. The club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exceptions stipulated in article 6 paragraph 3 of these regulations in order to register players at an earlier stage.

5. Any person subject to the FIFA Statutes and regulations who acts in a manner designed to induce a breach of contract between a professional and a club in order to facilitate the transfer of the player shall be sanctioned.

18. Special provisions relating to contracts between professionals and clubs

1. Any employment contract that is concluded following the provision of football agent services shall specify the football agent's name, their client, their FIFA licence number and their signature, in accordance with the FIFA Football Agent Regulations.

2. The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.

3. A club intending to conclude a contract with a professional must inform the player's current club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months. Any breach of this provision shall be subject to appropriate sanctions.

4. The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.

5. If a professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply.

6. Contractual clauses granting the club additional time to pay to the professional amounts that have fallen due under the terms of the contract (so-called "grace periods") shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

7. Female players are entitled to maternity, adoption and family leave during the term of their contract, paid at the equivalent of two thirds of their contracted salary. Where a validly negotiated collective bargaining agreement contains provisions related to maternity, adoption and/or family leave, the respective provisions of the collective bargaining agreement shall prevail. Where no collective bargaining agreement exists, but where more favourable conditions are stipulated pursuant to national law, these more favourable conditions shall prevail.

05.

THIRD-PARTY INFLUENCE AND OWNERSHIP OF PLAYERS' ECONOMIC RIGHTS

18bis Third-party influence on clubs

1. No club shall enter into a contract which enables the counter club/counter clubs, and vice versa, or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.

2. The FIFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this article.

18ter Third-party ownership of players' economic rights

1. No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.

2. The interdiction as per paragraph 1 comes into force on 1 May 2015.

3. Agreements covered by paragraph 1 which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.

4. The validity of any agreement covered by paragraph 1 signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than one year beyond the effective date.

5. By the end of April 2015, all existing agreements covered by paragraph 1 need to be recorded within TMS. All clubs that have signed such agreements are required to upload them in their entirety, including possible annexes or amendments, in TMS, specifying the details of the third party concerned, the full name of the player as well as the duration of the agreement.

6. The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this article.

06.

SPECIAL PROVISIONS RELATING TO FEMALE PLAYERS

18quater Special provisions relating to pregnancy, adoption and family leave

Validity of an employment contract

1. The validity of a contract may not be made subject to the taking of, or the result of, a pregnancy test, the player being or becoming pregnant during its term, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general.

Terminating a contract without just cause and consequences

2. If a club unilaterally terminates a contract on the grounds of a player refusing to take a pregnancy test, being or becoming pregnant, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general, the club will be deemed to have terminated the contract without just cause.

   a) It shall be presumed, unless proven to the contrary, that the unilateral termination of a contract by a club during a pregnancy or maternity, adoption or family leave occurred as a result of a player being or becoming pregnant, adopting a child or utilising rights related to family leave.

3. Where a contract has been terminated on the grounds stipulated above, as an exception to article 17 paragraph 1:

   a) compensation due to a player shall be calculated as follows:

      i. in case the player did not sign any new contract following the termination of her previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;

      ii. in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early;

      iii. in either case described above, the player shall be entitled to additional compensation corresponding to six monthly salaries of the prematurely terminated contract;

      iv. collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail;

b) in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to have unilaterally terminated a contract on the grounds of a player being or becoming pregnant, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general. The club shall be banned from registering any new female players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and measures stipulated in article 6 paragraph 3 c) of these regulations in order to register players at an earlier stage;

c) the sanction provided for in b) above may be applied cumulatively with a fine.

Rights relating to pregnancy, adoption and family leave

4. Where a player becomes pregnant during the term of her contract, the following shall apply:

a) The player has the right to continue providing sporting services to her club (i.e. playing and training). The club has an obligation to respect the decision and formalise a plan for her continued sporting participation in a safe manner, prioritising her health and that of the unborn child. The player shall be entitled to receive her full remuneration, until such time that she utilises maternity leave.

b) Should the player deem that it is not safe for her to continue providing sporting services, or should she choose not to exercise her right to continue providing sporting services, the club shall offer the player the possibility to provide employment services in an alternative manner. If she renders employment services in an alternative manner, or if the club is unable to offer alternative employment services that can reasonably be expected in the context of the ongoing contract, the player shall be entitled to receive her full remuneration, until such time that she utilises her maternity leave.

c) If, for medical reasons related to a pregnancy, a player is unable to provide sporting or employment services in an alternative manner, then the player is entitled to medical leave, subject to the production of a valid medical certificate issued by her personal gynaecologist or specialist medical practitioner. The player shall be entitled to full remuneration, until such time that she utilises maternity leave.

5. A pregnant player, adoptive parent or a player utilising rights related to family leave has the right, during the term of her contract, to:

a) independently determine the commencement date of her maternity, adoption or family leave, taking into consideration the minimum periods provided (cf. Definitions). Any club that pressures or forces a player to take maternity, adoption or family leave at a specific time shall be sanctioned by the FIFA Disciplinary Committee;

b) return to football activity after the completion of her maternity, adoption or family leave. For a player completing maternity leave, the club has an obligation to reintegrate her into footballing activity (cf. article 6 paragraph 3 d)), agree together with the player on a postpartum plan and provide adequate ongoing medical support.

The player shall be entitled to receive her full remuneration following her return to football activity.

Breastfeeding

6. A player shall be provided the opportunity to breastfeed an infant and/or express breast milk whilst providing sporting services to her club. Clubs shall provide suitable facilities in accordance with applicable national legislation in the country of a club's domicile or a collective bargaining agreement. The player's reduced working hours for these reasons will be considered justified, without any reduction in salary.

18quinquies Menstrual health

Clubs shall at all times respect the needs of female players related to their menstrual cycle and menstrual health. Subject to the production of a valid medical certificate issued by her personal gynaecologist or specialist medical practitioner, a female player shall be entitled to be absent from training or matches whenever her menstrual health so requires. The player shall be entitled to receive her full remuneration when exercising these rights related to menstrual health.

07.

INTERNATIONAL TRANSFERS INVOLVING MINORS

19. Protection of minors

1. International transfers of players are only permitted if the player is over the age of 18.

2. The following five exceptions to this rule apply:

a) The player's parents move to the country in which the new club is located for reasons not linked to football.

b) The player is aged between 16 and 18 and:

i. the transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA); or

ii. the transfer takes place between two associations within the same country.

The new club must fulfil the following minimum obligations:

iii. It shall provide the player with an adequate football education and/or training in line with the highest national standards (cf. Annexe 4, article 4).

iv. It shall guarantee the player an academic and/or school and/or vocational education and/or training, in addition to his football education and/or training, which will allow the player to pursue a career other than football should he cease to play professional football.

v. It shall make all necessary arrangements to ensure that the player is looked after in the best possible way (optimum living standards with a host family or in club accommodation, appointment of a mentor at the club, etc.).

vi. It shall, on registration of such a player, provide the relevant association with proof that it is complying with the aforementioned obligations.

c) The player lives no further than 50km from a national border and the club with which the player wishes to be registered in the neighbouring association is also within 50km of that border. The maximum distance between the player's domicile and the club's headquarters shall be 100km. In such cases, the player must continue to live at home and the two associations concerned must give their explicit consent.

d) The player is at least temporarily permitted to reside in the country of arrival and/or is recognised by the competent state authorities as vulnerable and requiring state protection by the country of arrival after fleeing their country of origin (or previous country of domicile) for humanitarian reasons, without their parents, due to either of the following:

i. their life or freedom being threatened on account of race, religion, nationality, belonging to a particular social group, or political opinion; or

ii. any other circumstances where their survival is seriously threatened.

If the minor has been formally recognised as a refugee or a protected person, they may be registered with a professional club or purely amateur club. There are no restrictions on any subsequent national transfer of the minor prior to their turning 18.

If the minor has been formally recognised as asylum seeker or has been recognised by the competent state authorities as vulnerable in accordance with article 19 paragraph d) above, they may only be registered with a purely amateur club. They may be the subject of a subsequent national transfer, but are not permitted to register with a professional club until they turn 18.

e) The player is a student and moves without his parents to another country temporarily for academic reasons in order to undertake an exchange programme. The duration of the player's registration for the new club until he turns 18 or until the end of the academic or school programme cannot exceed one year. The player's new club may only be a purely amateur club without a professional team or without a legal, financial or de facto link to a professional club.

3. The provisions of this article shall also apply to any player who has never previously been registered with a club, is not a national of the country where the association at which he wishes to be registered for the first time is domiciled, and has not lived continuously for at least the last five years in said country.

4. Where a minor player is at least ten years old, the Players' Status Chamber of the Football Tribunal must approve:

a) their international transfer according to paragraph 2;

b) their first registration according to paragraph 3; or

c) their first registration, where the minor player is not a national of the country where the association at which they wish to be registered is domiciled and has lived continuously for at least the last five years in that country.

5. Approval pursuant to paragraph 4 is required prior to any request for an ITC and/or a first registration by an association.

6. Where a minor player is under ten years old, it is the responsibility of the association that intends to register the player – as per the request of its affiliated club – to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c). Such verification shall be made prior to any registration.

7. An association may apply to the Players' Status Chamber of the Football Tribunal for a limited minor exemption ("LME").

a) An LME, if granted, relieves an association, under specific terms and conditions and solely for amateur minor players who are to be registered with purely amateur clubs, from the application obligations set out in paragraph 4.

b) In such a case, prior to any request for an ITC and/or a first registration, the association concerned is required to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c).

8. A club that has registered a minor player following a national transfer, international transfer or first registration shall:

- owe a duty of care to the minor;
- take any reasonable measures to protect and safeguard the minor from any possible abuse; and
- ensure that the minor is provided with an opportunity to obtain an academic education (according to the highest national standards) that allows them to pursue a career other than football.

9. The procedures for applying to the Players' Status Chamber of the Football Tribunal for the matters described in this article are contained in the Procedural Rules Governing the Football Tribunal.

19bis Registration and reporting of minors at academies

1. Clubs that operate an academy (within their own structure and/or through a separate entity with legal, financial or de facto links to the club) are obliged to report all minors who attend the academy (registered with the club or not) to the association with which the club concerned is affiliated. When an academy is operated outside the territory of the club's respective association, the reporting shall be made by the club to the association on whose territory the academy operates

2. Each association shall request all academies without legal, financial or de facto links to a club (private academies) operating on its territory to report all minors who attend the academy to the association. Each association shall report any wrongdoing occurring at private academies of which it becomes aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.

3. Each association shall keep a register of players, comprising at least the following information: full name (first, middle and last names), nationality, date of birth, country of origin (or previous country of domicile), agent (if any) and club operating the respective academy, regarding the minors who have been reported to it by clubs or academies.

4. A club that wishes to collaborate with a private academy shall:

   i. report such collaboration to the association with which the club is affiliated;

   ii. ensure that the private academy reports its players to the association where the academy operates;

   iii. before entering into a contract with a private academy, ensure that the private academy takes proper measures to protect and safeguard minors; and

   iv. report any wrongdoing of which it may become aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.

5. Through the act of reporting, academies and players undertake to practise football in accordance with the FIFA Statutes, and to respect and promote the ethical principles of organised football.

6. Associations shall report to FIFA each minor that attends an academy within the territory they govern where the minor:

   i. is not a national of the country where the association is domiciled; and

   ii. has not lived continuously for at least the last five years in that country.

   Such reports shall contain a *prima facie* assessment of whether the minor meets the requirements of article 19.

7. Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.

19ter Trials

General conditions for all triallists

1. A club may invite a player to trial with it for a defined period of time. A professional (within the meaning of art. 2 herein) may only trial with another club with the express written permission of their current club.

2. The club and the invited player shall agree on the conditions of the trial (e.g. payment for accommodation, travel, meals and daily expenses) on the FIFA Trial Form before the trial commences. A complete and duly signed FIFA Trial Form must be lodged in FIFA TMS by the club at the latest ten days before the trial commences.

3. During a trial, the club owes a duty of care to the triallist. In particular, the club shall provide the triallist with, and cover the cost of, any necessary medical treatment for injuries sustained while performing activities within the trial.

4. The maximum duration of a trial for players aged 21 and below shall be eight weeks, consecutive or non-consecutive, per club in any one season. The maximum duration of a trial for players over the age of 21 shall be three weeks, consecutive or non-consecutive, per club in any one season.

5. A player on trial is only permitted to participate in friendly matches and any activity that does not fall within the scope of organised football. Such friendly matches must take place during the duration of the relevant trial.

6. Any person subject to the FIFA Statutes is prohibited from requesting, offering and/or receiving any payment whatsoever connected to a trial, without prejudice to the agreement between the club and the triallist on the conditions of the trial, according to paragraph 2 above.

7. Clubs having a player on trial are not entitled to receive training rewards for the period during which a player is on trial with that club.

Conditions specific to minor triallists

8. In addition to the general conditions, a minor may only trial with a club provided that:

   a) the date the trial period begins occurs during the season of:

      i. the minor triallist's 16th birthday; or

      ii. the minor triallist's 15th birthday if both the minor's and the club's domicile are located in Europe;

   b) the club obtains express written permission from the minor triallist's parents;

   c) the club designates an employee within the club to be the point of contact for the minor triallist;

   d) the club ensures that the minor triallist is provided with optimum accommodation and living standards and adequate coverage of expenses; and

   e) for amateur minor players below the age of 16, the current club of the minor is informed of the trial and provided with the complete and duly signed FIFA Trial Form.

9. A minor may only attend two trials per calendar year, each of them subject to the maximum duration stipulated in article 19ter paragraph 4.

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Other matters

10. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level, in accordance with national law, may deviate from the minimum standards stipulated above and/or establish additional conditions when a player may leave his current club to attend a trial.

Sanctions

11. Any failure to fulfil a condition agreed in a FIFA Trial Form or to upload a complete and duly signed FIFA Trial Form and/or any violation of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code. In such proceedings, both the triallist and the club concerned will have the procedural status of a party before the Disciplinary Committee.

08

TRAINING COMPENSATION AND SOLIDARITY MECHANISM

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20. Training compensation

Training compensation shall be paid to a player's training club(s): (1) when a player is registered for the first time as a professional, and (2) each time a professional is transferred until the end of the calendar year of his 23rd birthday. The obligation to pay training compensation arises whether the transfer takes place during or at the end of the player's contract. The provisions concerning training compensation are set out in Annexe 4 of these regulations. The principles of training compensation shall not apply to women's football.

21. Solidarity mechanism

If a professional is transferred before the expiry of his contract, any club that has contributed to his education and training shall receive a proportion of the compensation paid to his former club (solidarity contribution). The provisions concerning solidarity contributions are set out in Annexe 5 of these regulations.

09.

JURISDICTION

22. Competence of FIFA

1. Without prejudice to the right of any player, coach, association, or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear:

   a) disputes between clubs and players in relation to the maintenance of contractual stability (articles 13-18) where there has been an ITC request and a claim from an interested party in relation to said ITC request, in particular regarding the issue of the ITC, sporting sanctions or compensation for breach of contract;

   b) employment-related disputes between a club and a player of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by a national dispute resolution chamber (NDRC), or a national dispute resolution body operating under an equivalent name, that has been officially recognised by FIFA in accordance with the National Dispute Resolution Chamber Recognition Principles. Any such jurisdiction clause must be exclusive and included either directly in the contract or in a collective bargaining agreement applicable to the parties;

   c) employment-related disputes between a club or an association and a coach of an international dimension; clubs and coaches may, however, explicitly opt in writing for disputes between them to be decided by an NDRC, or a national dispute resolution body operating under an equivalent name, that has been officially recognised by FIFA in accordance with the National Dispute Resolution Chamber Recognition Principles. Any such jurisdiction clause must be exclusive and included either directly in the contract or in a collective bargaining agreement applicable to the parties;

   d) disputes relating to training compensation (article 20) and the solidarity mechanism (article 21) between clubs belonging to different associations, that are not governed by the FIFA Clearing House Regulations;

   e) disputes relating to training compensation (article 20) and the solidarity mechanism (article 21) between clubs belonging to the same association provided that the transfer of a player at the basis of the dispute occurs between clubs belonging to different associations, that are not governed by the FIFA Clearing House Regulations;

   f) matters of legal or factual complexity in an EPP review process in accordance with article 10 paragraph 3 of the FIFA Clearing House Regulations and disputes between clubs in accordance with article 18 paragraph 2 of the FIFA Clearing House Regulations; and

   g) disputes between clubs belonging to different associations that do not fall within the cases provided for in a), d), e) and f).

2. FIFA is competent to decide regulatory applications made pursuant to these regulations or any other FIFA regulations.

23. Football Tribunal

1. The Dispute Resolution Chamber of the Football Tribunal shall adjudicate on any of the cases described in article 22 paragraphs 1 a), b), d), e) and f).

2. The Players' Status Chamber of the Football Tribunal shall adjudicate on any of the cases described in article 22 paragraphs 1 c) and g), and 2.

3. The Football Tribunal shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined *ex officio* in each individual case.

4. The procedures for lodging claims in relation to the disputes described in article 22 are contained in the Procedural Rules Governing the Football Tribunal.

24. Consequences for failure to pay relevant amounts in due time

1. When:

   a) the Football Tribunal orders a party (a club or a player) to pay another party (a club or a player), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision;

   b) parties to a dispute accept (or do not reject) a proposal made by the FIFA general secretariat pursuant to the Procedural Rules Governing the Football Tribunal, the consequences of the failure to pay the relevant amounts in due time shall be included in the confirmation letter.

2. Such consequences shall be the following:

   a) Against a club: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods, subject to paragraph 7 below;

   b) Against a player: a restriction on playing in official matches up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months on playing in official matches, subject to paragraph 7 below.

3. Such consequences may be excluded where the Football Tribunal has:

   a) imposed a sporting sanction on the basis of article 12bis, 17 or 18quater in the same case; or

   b) been informed that the debtor club was subject to an insolvency-related event pursuant to the relevant national law and is legally unable to comply with an order.

4. Where such consequences are applied, the debtor must pay the full amount due (including all applicable interest) to the creditor within 45 days of notification of the decision.

5. The 45-day time limit shall commence from notification of the decision or confirmation letter.

   a) The time limit is paused by a valid request for the grounds of the decision. Following notification of the grounds of the decision, the time limit shall recommence.

   b) The time limit is also paused by an appeal to the Court of Arbitration for Sport.

6. The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.

7. Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:

   a) the creditor may request that FIFA enforce the consequences;

   b) upon receipt of such request, FIFA shall inform the debtor that the consequences shall apply;

   c) the consequences shall apply immediately upon notification by FIFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first "entire" registration period for the purposes of paragraph 2 a);

   d) the consequences may only be lifted in accordance with paragraph 8 below.

8. Where the consequences are enforced, the debtor must provide proof of payment to FIFA of the full amount (including all applicable interest), in order for them to be lifted.

   a) Upon receipt of the proof of payment, FIFA shall immediately request that the creditor confirm receipt of full payment (including all applicable interest) within five days.

   b) Upon receipt of confirmation from the creditor, or after expiry of the time limit in the case of no response, FIFA shall notify the parties that the consequences are lifted.

   c) The consequences shall be lifted immediately upon notification by FIFA.

   d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving.

25. Implementation of decisions and confirmation letters

1. The sporting successor of a debtor shall be considered the debtor and be subject to any decision or confirmation letter issued by the Football Tribunal. The criteria to assess whether an entity is the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition.

2. Where a debtor is instructed to pay a creditor a sum of money (outstanding amounts or compensation) by the Football Tribunal:

   a) payment is made when the debtor pays the full amount instructed (including any applicable interest) to the creditor;

   b) payment is not deemed to have been made where the debtor makes any unilateral deduction from the full amount instructed (including any applicable interest).

3. The following actions do not contravene a registration ban described in article 12bis, 17, 18quater or 24:

   a) the return from loan of a professional, solely where the loan agreement expires naturally;

   b) the extension of the loan of a professional, beyond the natural expiry of the loan agreement;

   c) the definitive engagement of a professional who was temporarily registered for the club directly prior to the registration ban being imposed;

   d) the registration of a professional who was already registered with the club as an amateur directly prior to the registration ban being imposed.

10. FINAL PROVISIONS

26. Transitional measures

1. Any case that has been brought to FIFA before these regulations come into force shall be assessed according to the previous regulations.

   a) Any case that has been brought to FIFA for which a decision is still pending as at 1 October 2021 from the Players' Status Committee, Dispute Resolution Chamber, or any of their sub-committees, shall be decided by the relevant chamber of the Football Tribunal in accordance with the Procedural Rules Governing the Football Tribunal.

   b) The transitory provisions of the Procedural Rules Governing the Football Tribunal shall apply to those cases.

   c) Article 22 paragraph 1 b) and c) shall apply only to cases brought to FIFA as from 1 January 2025. Any other case shall be assessed according to the previous regulations.

   d) The principles for women's football in relation to the release of players to association teams, as established in article 1bis of Annexe 1, shall only apply as of 1 January 2026. Until then, the applicable principles for the release of players in women's football are those established in the February 2024 version of these regulations, which were approved by the FIFA Council on 17 December 2023.

2. As a general rule, other cases shall be assessed according to these regulations with the exception of the following:

   a) disputes regarding training compensation;

   b) disputes regarding the solidarity mechanism.

   Any cases not subject to this general rule shall be assessed according to the regulations that were in force when the contract at the centre of the dispute was signed, or when the disputed facts arose.

3. Member associations shall amend their regulations in accordance with article 1 to ensure that they comply with these regulations and shall submit them to FIFA for approval. Notwithstanding the foregoing, each member association shall implement article 1 paragraph 3 a).

27. Matters not provided for

Any matters not provided for in these regulations and cases of force majeure shall be decided by the FIFA Council whose decisions are final.

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28. Official languages

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

29. Enforcement

These regulations were approved by the Bureau of the FIFA Council on 30 June 2025 and come into force on 1 July 2025. They shall apply to cases pending before the Football Tribunal and to any new case brought before the Football Tribunal as from 1 January 2025.

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ANNEXE

Release of players to association teams



1. Principles for men's football

1. Clubs are obliged to release their registered players to the representative teams of the country for which the player is eligible to play on the basis of his nationality if they are called up by the association concerned. Any agreement between a player and a club to the contrary is prohibited.

2. The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA World Cup™, the FIFA Confederations Cup and the championships for "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation.

3. After consultation with the relevant stakeholders, FIFA publishes the international match calendar for the period of four or eight years. It will include all international windows for the relevant period (cf. paragraph 4 below). Following the publication of the international match calendar only the final competitions of the FIFA World Cup™, the FIFA Confederations Cup and the championships for "A" representative teams of the confederations will be added.

4. An international window is defined as a period of nine days starting on a Monday morning and ending on Tuesday night the following week (subject to the temporary exceptions below), which is reserved for representative teams' activities. During any international window a maximum of two matches may be played by each representative team (subject to the temporary exceptions below), irrespective of whether these matches are qualifying matches for an international tournament or friendlies. The pertinent matches can be scheduled any day as from Wednesday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday or Saturday/Tuesday).

    i. The international window of September-October as from 2026 shall consist of a period of 16 days, during which a maximum of four matches may be played by each representative team.

5. Representative teams shall play the pertinent matches within an international window on the territory of the same confederation, with the only exception of intercontinental play-off matches. If at least one of the two matches is a friendly, they can be played in two different confederations only if the distance between the venues does not exceed a total of five flight hours, according to the official schedule of the airline, and two time zones.

6. It is not compulsory to release players outside an international window or outside the final competitions (as per paragraph 2 above) included in the international match calendar. It is not compulsory to release the same player for more than one "A" representative team final competition per year. Exceptions to this rule can be established by the FIFA Council for the FIFA Confederations Cup only.

7. For international windows, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning following the end of the international window. For a final competition in the sense of paragraphs 2 and 3 above, players must be released and start the travel to their representative team no later than Monday morning the week preceding the week when the relevant final competition starts and must be released by the association in the morning of the day after the last match of their team in the tournament.

8. The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 7 above.

9. Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.

10. If a player does not resume duty with his club by the deadline stipulated in this article, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide that the next time the player is called up by his association the period of release shall be shortened as follows:

    a) international window: by two days;

    b) final competition of an international tournament: by five days.

11. In the event of a repeated violation of these provisions, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide to:

    a) issue a fine;

    b) further reduce the period of release;

    c) ban the association from calling up the player(s) for subsequent representative-team activities.

12. Competition Regulations for the FIFA Club World Cup™ may establish exceptions.

1bis Principles for women's football

1. Clubs are obliged to release their registered players to the representative teams of their country for which the player is eligible to play on the basis of her nationality if they are called up by the association concerned. Any agreement between the player and a club to the contrary is prohibited.

2. The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the women's international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA Women's World Cup™, the Women's Olympic Football Tournament, the championships for women's "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation, and the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament.

3. After consultation with the relevant stakeholders, FIFA publishes the women's international match calendar for a period of four years. It will include all international windows for the relevant period (cf. paragraph 4 below), as well as blocked periods for the final competitions of the FIFA Women's World Cup™, the Women's Olympic Football Tournament and the championships for women's "A" representative teams of the confederations, as well as for the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament. Following the publication of the women's international match calendar, only the specific dates for the final competitions of the FIFA Women's World Cup, the Women's Olympic Football Tournament and the championships for women's "A" representative teams of the confederations, as well as the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament, will be added within the respective blocked periods. The final competitions of the FIFA Women's World Cup, the Women's Olympic Football Tournament and the championships for the women's "A" representative teams of the confederations, as well as the final-round qualification tournaments for the Women's Olympic Football Tournament must be played within the respective stipulated blocked periods and confederations are required to notify FIFA of the dates, in writing, at the latest two years in advance of the respective championships for women's "A" representative teams or final-round tournaments.

4. There are two types of international windows, both of which are reserved for representative teams' activities:

    a) Type I is defined as a period of nine days starting on a Monday morning and ending on a Tuesday night the following week. During the type I international window, a maximum of two matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. The pertinent matches can be scheduled on any day as from Wednesday during the international window, provided that a minimum of two full calendar days are left between matches (e.g. Thursday/Sunday or Saturday/Tuesday).

    b) Type II is defined as a period of 12 days starting on a Tuesday morning and ending on Saturday night the following week. During the type II international window, a maximum of three matches may be played by each representative team. The pertinent matches can be scheduled on any day as from Thursday during the international window, provided that a minimum of two full calendar days are left between matches (e.g. Thursday/Sunday/Wednesday or Friday/Monday/Thursday).

5. It is not compulsory to release players outside an international window or outside the competitions listed in paragraph 2 above that are included in the women's international match calendar.

6. For the type I international window, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning following the end of the international window.

   For the type II international window, players must be released and start the travel to join their representative team no later than Tuesday morning and must start the travel back to their club no later than the next Sunday morning following the end of the international window.

   For the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament, players must be released and start the travel to join their representative team no later than Monday morning before the opening match of the qualification tournament and must be released by the association on the morning of the day after the last match of their team in the tournament.

   For these qualification tournaments, the maximum total period of release (between leaving Monday morning and the day of release back to the club by the association) is 16 days. For the other final competitions in the sense of paragraphs 2 and 3 above, players must be released and start the travel to their representative team no later than the Monday morning of the week preceding the week when the relevant final competition starts, and must be released by the association on the morning of the day after the last match of their team in the tournament.

7. The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 6 above.

8. Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.

9. If a player does not resume duty with her club by the deadline stipulated in this article, at the request of her club, the Players' Status Chamber of the Football Tribunal may decide that the next time the player is called up by her association the period of release shall be shortened as follows:

   a) international window: by two days;

   b) final competition of an international tournament: by five days.

10. In the event of a repeated violation of these provisions, at the request of her club, the Players' Status Chamber of the Football Tribunal may decide to:

    a) issue a fine;

    b) further reduce the period of release;

    c) ban the association from calling up the player(s) for subsequent representative-team activities.

11. As of the final stages of the final competitions of the FIFA Women's World Cup™, the Women's Olympic Football Tournament and the championships for women's "A" representative teams of the confederations, the association(s) are encouraged to provide a family-friendly environment for female players with children.

1ter Principles for futsal

1. Clubs are obliged to release their registered players to the representative teams of the country for which the player is eligible to play on the basis of his nationality if they are called up by the association concerned. Any agreement between a player and a club to the contrary is prohibited.

2. The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the futsal international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA Futsal World Cup and of the championships for "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation.

3. After consultation with the relevant stakeholders, FIFA publishes the futsal international match calendar for the period of four years. It will include all international windows for the relevant period (cf. paragraph 4 below). Following the publication of the futsal international match calendar, only the final competitions of the FIFA Futsal World Cup and of the championships for "A" representative teams of the confederations will be added.

4. There are two types of international windows:

   a) Type I is defined as a period of ten days starting on a Monday morning and ending on Wednesday night the following week, which is reserved for representative teams' activities. During a Type I international window, a maximum of four matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. Representative teams can play the maximum of four matches within an international window of Type I in no more than two confederations.

b) Type II is defined as a period of four days starting on a Sunday morning and ending on Wednesday night the following week, which is reserved for representative teams' activities. During a Type II international window, a maximum of two matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. Representative teams shall play the maximum of two matches within an international window of Type II on the territory of the same confederation.

5. It is not compulsory to release players outside an international window or outside the final competitions as per paragraph 2 above included in the futsal international match calendar.

6. For both types of international windows, players must be released and start the travel to join their representative team no later than the first morning of the window (i.e. Sunday or Monday, respectively), and must start the travel back to their club no later than the Thursday morning following the end of the international window. For a final competition of the championships for "A" representative teams of the confederations, players must be released and start the travel to their representative team in the morning 12 days before the relevant final competition starts and must be released by the association in the morning of the day after the last match of their team in the tournament. For the FIFA Futsal World Cup, players must be released and start the travel to their representative team in the morning 14 days before the World Cup starts and must be released by the association in the morning of the day after the last match of their team in the tournament

7. The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 6 above.

8. Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.

9. If a player does not resume duty with his club by the deadline stipulated in this article, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide that the next time the player is called up by his association the period of release shall be shortened as follows:

a) international windows: by two days;

b) final competition of an international tournament: by five days.

10. In the event of a repeated violation of these provisions, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide to:

a) issue a fine;

b) further reduce the period of release;

c) ban the association from calling up the player(s) for subsequent representative-team activities.

2. Financial provisions and insurance

1. Clubs releasing a player in accordance with the provisions of this annexe are not entitled to financial compensation.

2. The association calling up a player shall bear the costs of travel incurred by the player as a result of the call-up.

3. The club with which the player concerned is registered shall be responsible for his insurance cover against illness and accident during the entire period of his release. This cover must also extend to any injuries sustained by the player during the international match(es) for which he was released.

4. If a professional player participating in eleven-a-side football suffers during the period of his release for an international "A" match a bodily injury caused by an accident and is, as a consequence of such an injury, temporarily totally disabled, the club with which the player concerned is registered will be indemnified by FIFA. The terms and conditions of the indemnification, including the loss-handling procedures, are set forth in the Technical Bulletin – Club Protection Programme.

3. Calling up players

1. As a general rule, every player registered with a club is obliged to respond affirmatively when called up by the association he is eligible to represent on the basis of his nationality to play for one of its representative teams.

2. Associations wishing to call up a player must notify the player in writing at least 15 days before the first day of the international window (cf. Annexe 1, article 1 paragraph 4) in which the representative teams' activities for which he is required will take place. Associations wishing to call up a player for the final competition of an international tournament must notify the player in writing at least 15 days before the beginning of the relevant release period. The player's club shall also be informed in writing at the same time. Equally, associations are advised to copy the association of the clubs concerned into the summons. The club must confirm the release of the player within the following six days.

3. Associations that request FIFA's help to obtain the release of a player playing abroad may only do so under the following two conditions:

   a) The association at which the player is registered has been asked to intervene without success.

   b) The case is submitted to FIFA at least five days before the day of the match for which the player is needed.

4. Injured players

A player who due to injury or illness is unable to comply with a call-up from the association that he is eligible to represent on the basis of his nationality shall, if the association so requires, agree to undergo a medical examination by a doctor of that association's choice. If the player so wishes, such medical examination shall take place on the territory of the association at which he is registered.

5. Restrictions on playing

A player who has been called up by his association for one of its representative teams is, unless otherwise agreed by the relevant association, not entitled to play for the club with which he is registered during the period for which he has been released or should have been released pursuant to the provisions of this annexe, plus an additional period of five days.

6. Disciplinary measures

Violations of any of the provisions set forth in this annexe shall result in the imposition of disciplinary measures to be decided by the FIFA Disciplinary Committee based on the FIFA Disciplinary Code.

ANNEXE

02

Rules for the employment of coaches

1. Scope

1. This annexe lays down rules concerning contracts between coaches and professional clubs or associations.

2. This annexe applies to coaches that are:

   a) paid more for their coaching activity than the expenses they effectively incur; and

   b) employed by a professional club or an association.

3. This annexe applies equally to football and futsal coaches.

4. Each association shall include in its regulations appropriate means to protect contractual stability between coaches and clubs or associations, paying due respect to mandatory national law and collective bargaining agreements.

5. The following provisions relating to female players equally apply to female coaches: articles 18 paragraph 7 and 18quater [with the exception of paragraph 4 a) and b)].

2. Employment contract

1. A coach must have a written contract with a club or an association, executed on an individual basis.

2. A contract shall include the essential elements of an employment contract, such as *inter alia* the object of the contract, the rights and obligations of the parties, the status and occupation of the parties, the agreed remuneration, the duration of the contract and the signatures of each party.

3. Any employment contract that is concluded following the provision of football agent services shall specify the football agent's name, their client, their FIFA licence number and their signature, in accordance with the FIFA Football Agent Regulations.

4. The validity of a contract may not be made subject to:

   a) the granting of a work or residence permit;

   b) the requirement to hold a specific coaching licence; or

   c) other requirements of an administrative or regulatory nature.

5. In their employment process, clubs and associations must act with due diligence in order to ensure that the coach meets the necessary requirements to be engaged (e.g. holding the required coaching licence) and performs their duties.

6. Contractual clauses granting the club or the association additional time to pay the coach amounts that have fallen due under the terms of the contract ("grace periods") shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

3. Respect of contracts

A contract may only be terminated upon expiry of its term or by mutual agreement.

4. Terminating a contract with just cause

1. A contract may be terminated by either party without the payment of compensation where there is just cause.

2. Any abusive conduct of a party aimed at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty to terminate the contract with just cause.

5. Terminating a contract with just cause for outstanding salaries

1. In the case of a club or association unlawfully failing to pay a coach at least two monthly salaries on their due dates, the coach will be deemed to have a just cause to terminate their contract, provided that they have put the debtor club or association in default in writing and granted a deadline of at least 15 days for the debtor club or association to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.

2. For any salaries of a coach which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the coach to terminate their contract, subject to compliance with the notice of termination as per paragraph 1 above.

3. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail.

6. Consequences of terminating a contract without just cause

1. In all cases, the party in breach shall pay compensation.

2. Unless otherwise provided for in the contract, compensation for the breach shall be calculated as follows:

Compensation due to a coach

a) In case the coach did not sign any new contract following the termination of their previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.

b) In case the coach signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the coach shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the residual value of the prematurely terminated contract.

c) Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail.

Compensation due to a club or an association

d) Compensation shall be calculated taking into account the damage suffered, according to the "positive interest" principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.

3. Entitlement to compensation cannot be assigned to a third party.

4. Any person subject to the FIFA Statutes who acts in a manner designed to induce a breach of contract between a coach and a club or association shall be sanctioned.

7. Overdue payables

1. Clubs and associations are required to comply with their financial obligations towards coaches as per the terms stipulated in the contracts signed with their coaches.

2. Any club or association found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned in accordance with paragraph 4 below.

3. In order for a club or an association to be considered to have overdue payables in the sense of the present article, the creditor coach must have put the debtor club or association in default in writing and have granted a deadline of at least ten days for the debtor club or association to comply with its financial obligation(s).

4. Within the scope of its jurisdiction, the Football Tribunal may impose the following sanctions:

   a) a warning;

   b) a reprimand;

   c) a fine.

5. The sanctions provided for in paragraph 4 above may be applied cumulatively.

6. A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.

7. The terms of the present article are without prejudice to the payment of compensation in accordance with article 6 paragraph 2 above in the event of unilateral termination of the contractual relationship.

8. Consequences for failure to pay relevant amounts in due time

1. When:

   a) the Football Tribunal orders a party (a club, a coach or an association) to pay another party (a club, a coach or an association) a sum of money (outstanding amounts or compensation), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision;

   b) parties to a dispute accept (or do not reject) a proposal made by the FIFA general secretariat pursuant to the Procedural Rules Governing the Football Tribunal, the consequences of the failure to pay the relevant amounts in due time shall be included in the confirmation letter.

2. Such consequences shall be the following:

   a) Against a club: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods, subject to paragraph 7 below.

   b) Against an association: a restriction on receiving a percentage of development funding, up until the due amounts are paid, subject to paragraph 7 below.

   c) Against a coach: a restriction on any football-related activity up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months, subject to paragraph 7 below.

3. Such consequences may be excluded where the Football Tribunal has been informed that the debtor club or association was subject to an insolvency-related event pursuant to the relevant national law and is legally unable to comply with an order.

4. Where such consequences are applied, the debtor must pay the full amount (including all applicable interest) due to the creditor within 45 days of notification of the decision.

5. The 45-day time limit shall commence from notification of the decision or confirmation letter.

   a) The time limit is paused by a valid request for grounds of the decision. Following notification of the grounds of the decision, the time limit shall recommence.

   b) The time limit is also paused by an appeal to the Court of Arbitration for Sport.

6. The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.

7. Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:

   a) the creditor may request that FIFA enforce the consequences;

   b) upon receipt of such request, FIFA shall inform the debtor that the consequences shall apply;

   c) the consequences shall apply immediately upon notification by FIFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first "entire" registration period for the purposes of paragraph 2 a);

   d) the consequences may only be lifted in accordance with paragraph 8 below.

8. Where the consequences are enforced, the debtor must provide proof of full payment (including all applicable interest) to FIFA, for the consequences to be lifted.

   a) Upon receipt of the proof of payment, FIFA shall immediately request that the creditor confirm receipt of full payment within five days.

   b) Upon receipt of confirmation from the creditor, or after expiry of the time limit in the case of no response, FIFA shall notify the parties that the consequences are lifted.

   c) The consequences shall be lifted immediately upon notification by FIFA.

   d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving.

9. For the avoidance of doubt, the provisions set out in article 25 apply equally to this annexe.

ANNEXE

International transfer of players and transfer matching system

03

TITLE I. GENERAL RULES

1. Objectives

1. The transfer matching system (TMS) is designed to fulfil the objectives of the football transfer system.

2. TMS also has the following specific objectives:

   a) to monitor and regulate the procedure for the international transfers of players;

   b) to provide football authorities with information concerning the football transfer system;

   c) to increase the transparency, efficiency and credibility of the international football transfer system;

   d) to clearly distinguish between the different payments in relation to international player transfers; and

   e) to guarantee the protection of minors.

2. Scope

1. This annexe governs the procedure for the international transfer of players in TMS.

2. It is mandatory for associations and clubs to use TMS for the international transfer of professional and amateur players in eleven-a-side football.

3. FIFA provides free access to TMS to associations and clubs. No one shall be charged for any activity performed in TMS.

TITLE II. TMS USERS

3. General provisions

1. In the context of the international transfer of players, TMS users will be authorised to perform actions in TMS on behalf of a club or an association, in line with the permissions granted to each of them by FIFA.

2. The FIFA general secretariat is authorised to perform actions provided for in this annexe.

4. Procedure to obtain access to TMS

1. Only users authorised by FIFA shall have access to TMS.

Associations

2. To access TMS for the first time, an association shall appoint at least two TMS users, who shall undergo training provided by FIFA.

3. An association may appoint a new TMS user at any time. The new TMS user shall be trained by an existing authorised TMS user of the association. Upon completion of the training, the association shall submit a new user request via TMS.

Clubs

4. To access TMS for the first time, a club shall appoint at least one TMS user, who shall undergo training provided by the association to which the club is affiliated. Upon completion of the training, the association shall submit a new user request via TMS.

5. A club may appoint a new TMS user at any time. The new TMS user shall be trained by an existing authorised TMS user of the club, or in the absence of any existing TMS users, by the association to which the club is affiliated. Upon completion of the training, the association shall submit a new user request via TMS.

5. TMS user requirements

1. To be eligible as a TMS user, an individual:

   a) shall be a direct employee of the relevant club or association. In the absence of employees, a volunteer or executive member could be permissible;

   b) shall be trained to use TMS by a TMS user of the relevant association or club, or by completing the TMS e-learning training programme;

   c) shall have basic computer skills;

   d) shall have a good working knowledge of at least one of the following official FIFA languages: English, French or Spanish;

   e) shall pass a background check run by FIFA, ensuring in particular that the prospective user has never been convicted of a criminal charge 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 of child or vulnerable young adult trafficking, and/or similar;

   f) cannot be an active TMS user for more than one organisation at the same time;

   g) cannot hold any position or perform any activity that could generate a conflict of interest;

   h) cannot be a professional football player;

   i) cannot be a football agent;

   j) shall provide a personal email address (corporate if possible) that is not general or shared; and

   k) shall be 18 years of age or older.

2. An association may define additional minimum requirements for TMS users within its jurisdiction.

TITLE III. OBLIGATIONS

6. General obligations: clubs and associations

1. Clubs and associations are responsible for all actions undertaken by their respective appointed TMS users.

2. Clubs and associations shall always:

a) act in good faith;

b) abide by the FIFA Statutes and all FIFA regulations;

c) inform FIFA of any suspected breaches of FIFA regulations;

d) maintain confidentiality over all data in TMS, apply the highest degree of care to guarantee complete confidentiality and only use confidential data for the purpose of completing player transfers in which they are directly involved;

e) ensure that only their authorised TMS users may access TMS on their behalf;

f) check TMS at regular intervals to ensure they are in a position to comply with their obligations at all time;

g) perform pending actions in TMS without delay;

h) ensure that they have all of the necessary equipment, training and know-how to fulfil their obligations;

i) use TMS only for the purposes set out in the FIFA regulations;

j) ensure that the email address of any authorised TMS user is valid and always kept up to date;

k) request the deactivation of an account of an authorised TMS user who is no longer authorised to use TMS on their behalf;

l) ensure that all information entered is true and correct;

m) ensure that all documents uploaded in TMS are authentic, complete and legible. Documents uploaded shall conform to the type requested (e.g. an "employment contract" shall not be uploaded in the "transfer agreement" section). Documents shall be uploaded in PDF format; and

n) if requested by the FIFA general secretariat, upload a translation of a document (or an excerpt thereof) into one of the following official languages of FIFA: English, French or Spanish.

3. To ensure that clubs and associations are fulfilling their obligations in respect of this annexe, the FIFA general secretariat shall investigate matters in relation to international transfers. Clubs and associations shall collaborate in the event of an investigation being carried out by FIFA concerning international transfers of players and the clubs' and associations' use of TMS. In particular, they shall collaborate to establish the facts and comply, within the granted deadline, with requests for any documents, information or any other materials of any nature held by them or, if not held by them, which they are entitled to obtain within the time limits established by FIFA.

7. Specific obligations: clubs

Clubs with access to TMS shall:

a) always have at least one TMS user;

b) ensure that their contact details (postal address, telephone, and email address) are valid and always kept up to date;

c) ensure that their own bank account details are valid and always kept up to date;

d) enter and confirm transfer instructions and (where applicable) ensure that the required information matches (cf. art. 10 of this annexe); and

e) declare all payments made in the context of an international transfer.

8. Specific obligations: associations

1. Associations shall:

a) monitor the activity of their affiliated clubs in TMS to verify compliance with this annexe, and inform FIFA about any potential infringements;

b) always have at least two authorised TMS users;

c) provide their affiliated clubs with ongoing TMS training;

d) ensure that their contact details (postal address, telephone number and email address) and those of their affiliated clubs are valid and always kept up to date;

e) ensure that their bank account details are valid and always kept up to date;

f) enter the training category of their affiliated clubs;

g) ensure that their affiliated clubs and registered players are assigned a FIFA ID and, when required, resolve duplicate entries concerning their affiliated clubs and registered players without delay;

h) confirm or reject newly created players (cf. art. 13 of this annexe);

i) carry out the ITC procedure (cf. art. 11 of this annexe);

j) enter transfers of amateur players on behalf of affiliated clubs that do not have access to TMS (cf. art. 10 of this annexe); and

k) enter all required data related to dates of competitions periods, seasons and registration periods, as applicable (cf. article 6 of these regulations) at least 12 months before the first match of the relevant season in the following categories of competition, where applicable;

   i. Male professional competitions

   ii. Female professional competitions

   iii. Amateur competitions (female and male)

2. An association may modify in TMS the dates for a registration period that has already been entered in TMS prior to its commencement. The said modification shall be notified to FIFA. Once a registration period has commenced, no modification of its dates is permitted.

9. FIFA's role

The FIFA general secretariat is responsible for:

a) assisting TMS users with technical and regulatory issues;

b) managing the access of TMS users;

c) providing ongoing education and support to associations and clubs;

d) entering in TMS any sanctions against a club or association;

e) managing any special procedures identified in this annexe;

f) investigating possible infringements of FIFA regulations related to the use of TMS; and

g) imposing administrative sanctions for breaches of this annexe (cf. art. 17 of this annexe).

TITLE IV. PROCESS FOR TRANSFERRING A PLAYER

10. Clubs: creating transfer instructions

1. When creating a transfer instruction, clubs shall enter information and upload supporting documents concerning:

a) the instruction type;

b) the player being transferred;

c) the details of the transfer; and

d) the parties involved in the transfer.

2. Clubs shall indicate if the transfer instruction refers to:

a) engaging a player or releasing a player;

b) whether the transfer is permanent or a loan;

c) whether the player will be a professional or an amateur with the new club; and

d) if related to an earlier loan transfer instruction, whether there is:

i. a return from loan;

ii. a loan extension;

iii. a loan being converted into a permanent transfer; or

iv. a loan conclusion (i.e. the loan agreement between the clubs has ended and the player's employment contract with the former club has also ended).

3. Concerning the player being transferred, clubs shall enter the following information as applicable, depending on the transfer instruction type:

a) Status (amateur or professional) with the former club;

b) Name, nationality(ies), date of birth and gender;

c) For loans, whether the player is a club-trained player (cf. definition 31 of these regulations) and whether the loan occurs before the end of the season of the former club at which the professional turns 21;

d) Start and end dates of the employment contract with the former club;

e) Start and end dates of the employment contract with the new club;

f) Fixed remuneration set out in the employment contract with the new club; and

g) The reason for termination of the employment contract with the former club.

4. With respect to the details of the transfer, clubs shall enter the following information as applicable, depending on the transfer instruction type:

a) Whether there is a transfer agreement with the former club; for the avoidance of doubt, this includes any agreement where the former club waives its right to receive training rewards in exchange for another payment in line with art. 10. par. 4 d) of this annexe;

b) The date of execution of the transfer agreement;

c) The start and end dates of the loan agreement;

d) Whether the transfer is performed against any of the following types of payment:

i. fixed transfer fee, including the amount and date of instalments, if any;

ii. release (buy-out) fee, including the amount and date of instalments, if any;

iii. conditional transfer fee, including the amount and details of conditions; or

iv. sell-on fee, including the percentage.

e) Payment currency;

f) Club bank account details; and

g) A declaration on influence and third-party ownership of the player's economic rights (cf. arts. 18bis and 18ter of these regulations).

5. With respect to the parties involved in the transfer, clubs shall enter the following information as applicable:

a) the player's former club;

b) the player's former association;

c) the player's new club;

d) the player's new association;

e) the club football agent's name, service fee and any other fee paid to the football agent; and

f) the player's football agent's name.

6. Clubs are obliged to upload the following mandatory supporting documents regarding the information that has been entered in TMS as applicable, depending on the transfer instruction type:

a) The new club:

i. Proof of the player's identity (passport or national identity card).

ii. Proof of the end date of the player's last employment contract and the reason for its termination.

iii. The player's employment contract with the new club.

iv. The transfer agreement (whether permanent or loan) between the new club and the former club. Where applicable, a copy of any amendments shall be uploaded in TMS as soon as they have been concluded.

v. A copy of the representation agreement entered into with a football agent, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.

vi. A copy of any other agreement entered into with a football agent other than a representation agreement, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.

b) The former club:

i. Where third-party ownership of the player's economic rights has been declared (cf. article 10.4 g) of this annexe), the agreement with the third party.

ii. For loans, proof that the professional is a club-trained player (cf. art. 10 par. 3 c) of this annexe).

iii. A copy of the representation agreement signed with a football agent, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.

iv. A copy of any agreement entered into with a football agent other than a representation agreement, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.

7. Once all of the relevant information has been entered and the mandatory documents have been uploaded, the club(s) shall confirm the transfer in TMS without delay and before the end of the new association's registration period (subject to the exceptions in art. 6 of these regulations).

8. For international transfers with a transfer agreement (whether permanent or on loan), both clubs shall:

a) independently of each other, enter and confirm the transfer instruction as soon as the agreement has been concluded;

b) ensure that the required information matches; and

c) collaborate to resolve any matching exceptions.

9. This article also applies to associations entering the transfer of an amateur player on behalf of an affiliated club without access to TMS.

11. Associations: ITC procedure and player registration

1. Once a transfer instruction has been created (cf. art. 10 of this annexe) and (if applicable) the player has been confirmed (cf. art. 13 of this annexe):

a) the new association will be notified in TMS that the transfer instruction is awaiting an ITC request;

b) upon receipt of this notification, the new association will be able to request in TMS that the former association deliver an ITC for the player;

c) at the very latest, the ITC shall be requested on the last day of the new association's registration period for the transfer to occur during that registration period. An ITC requested after the close of the relevant registration period of the new association (subject to the exceptions in art. 6 of these regulations) will go into validation exception status (cf. art. 14 par. 1 c) of this annexe); and

d) for the international transfer of minors, an ITC may only be requested if the corresponding minor application has been approved by the Football Tribunal or if the player is being registered under a valid limited minor exemption (cf. art. 19 of these regulations).

2. Where the player was a professional at his former club, upon notification of the ITC request, the former association shall immediately request the former club to confirm whether or not:

   a) the employment contract has expired; or

   b) an early termination was mutually agreed.

3. Within 72 hours of the ITC request, the former association shall deliver the ITC to the new association.

4. When delivering an ITC, the former association shall upload a copy of any relevant documentation pertaining to disciplinary sanctions imposed on a player and, if applicable, their extension to have worldwide effect (cf. art. 12 of these regulations).

5. Upon delivery of the ITC, the new association shall confirm its receipt, enter the relevant player registration information in TMS and register the player in its electronic registration system without delay.

6. If the former association fails to respond to the ITC request within 72 hours, the new association will be able to register the player with the new club and enter the relevant player registration information in TMS. In exceptional circumstances, the player, the former association or the new association may request FIFA's intervention. In all cases, the issuance of an ITC is without prejudice to any contractual dispute between the player, their former club and/or their new club.

7. The new association shall only confirm the ITC receipt (cf. par. 5 above) or confirm registration in TMS (cf. par. 6 above) if the player is to be registered with the new club.

8. A player is not eligible to play for his new club until the new association has either:

   a) confirmed receipt of the ITC, entered the player registration information in TMS and registered the player in its electronic registration system; or

   b) registered the player in its electronic registration system and entered the player registration information in TMS in the absence of a response to the ITC request within 72 hours.

9. All registrations described in paragraph 8 above have the same effect and are equally valid.

12. Payments

1. Clubs shall declare all club-to-club payments made in the context of an international transfer (cf. art. 11 par. 4 of the FIFA Clearing House Regulations), including any amendments to the payment terms, which shall also be declared as soon as the amended terms have been agreed upon. When declaring the execution of a payment, the new club shall upload the relevant proof of payment in TMS within 30 days of each payment.

2. Where a club-to-club payment is no longer due, clubs shall request the forced closure of the transfer without delay.

3. Clubs shall declare any payments made in relation to any representation agreement entered into with a football agent. When declaring the execution of a payment, the relevant club shall upload the relevant proof of payment in TMS within 14 days of each payment.

4. Clubs shall declare any payments made in relation to any agreement entered into with a football agent other than a representation agreement. When declaring the execution of a payment, the relevant club shall upload the relevant proof of payment in TMS within 14 days of each payment.

TITLE V. SPECIAL PROCEDURES

13. Player confirmation

1. If the player being transferred does not exist in TMS, the club that first enters the transfer instruction in TMS shall create his profile. The same applies to associations entering transfer instructions of amateur players on behalf of their affiliated clubs that do not have access to TMS.

2. The ITC procedure will only be initiated once the newly created player details have been verified, corrected if required and confirmed by the former association. By confirming the player, the former association confirms that the player was last registered with it and that his identity details (name, nationality, date of birth and gender) are correct.

3. The former association shall reject the newly created player if the player is not registered with it at the time of the transfer.

4. The player confirmation procedure shall be carried out without delay.

14. Validation exceptions

1. A validation exception may be triggered in the following cases:

   a) the player is less than 18 years old and the corresponding minor application has not yet been accepted;

   b) the new club is serving a ban on registering new players;

   c) the new club and/or the former club has exceeded the loan limitations (cf. art. 10 of these regulations);

   d) the date of the ITC request is outside the new association's registration period, and no exception under art. 6 of these regulations applies; or

   e) the ITC request has been rejected by the former association and the rejection has been disputed by the new association.

2. Any requests for intervention in a validation exception shall be submitted via TMS. Upon request from the association concerned, the FIFA general secretariat will assess the request and, if necessary, refer the matter to the Players' Status Chamber of the Football Tribunal. Any such request and any supporting documentation shall be provided only in one of the following official languages of FIFA: English, French or Spanish. Each case is assessed individually on its own merits.

15. Cancellation

1. As a general rule, a transfer instruction containing incorrect information shall be cancelled.

2. The club(s), or the new association acting on behalf of a club in an amateur transfer, may cancel a transfer instruction prior to an ITC request.

3. Once an ITC has been requested, only the relevant association(s) may request the cancellation in TMS, indicate the reason for cancellation and specify the correct information.

4. In such a case, the counter association shall accept or dispute the cancellation request.

   a) If it accepts the request, the transfer will be cancelled; or

   b) If it disputes the request, the relevant association shall upload a supporting statement in TMS and contact the FIFA general secretariat to resolve the dispute.

TITLE VI. ENFORCEMENT

16. General

1. Sanctions shall be imposed on clubs and associations that violate the provisions contained in this annexe, including violations committed by their TMS users.

2. The FIFA general secretariat is responsible for investigating any violation of the provisions contained in this annexe.

3. The FIFA Disciplinary Committee is responsible for sanctioning violations of the provisions contained in this annexe in accordance with the FIFA Disciplinary Code.

17. Administrative sanction procedure

1. Without prejudice to the competence of the FIFA Disciplinary Committee, the FIFA general secretariat has the competence to impose sanctions within the administrative sanction procedure (ASP) as set out below.

2. The ASP deals with infringements of this annexe that are of a primarily technical or administrative nature.

3. If such an infringement is detected, the following procedure will take place:

a) The FIFA general secretariat will contact the association or club to identify the infringement, request a statement or any other relevant information within a defined deadline and, if applicable, request that the infringing behaviour be corrected.

b) Upon receipt of the statement or relevant information or upon expiry of the time limit to do so, the FIFA general secretariat may issue an administrative sanction letter containing a sanction, if applicable.

c) The party may accept the sanction or reject it and, in this case, request the opening of disciplinary proceedings before the FIFA Disciplinary Committee. If the party accepts the sanction, the latter will be enforceable from the date of acceptance.

d) If the party accepts the sanction, complies with it (where applicable) and corrects the infringing behaviour within the time limits to do so, the matter will be closed.

e) If the party fails to respond to the administrative sanction letter, responds inconsistently or incompletely and/or does not correct the infringing behaviour and/or does not comply with the sanction, the matter will be referred to the FIFA Disciplinary Committee for evaluation and decision.

4. Without prejudice to any further sanction imposed by the FIFA Disciplinary Committee, the sanctions that may be imposed through the ASP are:

a) a warning;

b) a reprimand; or

c) a fine of up to CHF 30,000.

18. Time limits and means of notification

Letters or decisions notified by the FIFA general secretariat to a party through TMS or to the email address provided by a party in TMS are considered a valid means of communication and are sufficient to establish time limits.

ANNEXE 04

Training compensation

1. Objective

1. A player's training and education takes place between the ages of 12 and 23. Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, training compensation shall be payable until the end of the calendar year in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the player actually completed his training.

2. The obligation to pay training compensation is without prejudice to any obligation to pay compensation for breach of contract.

2. Payment of training compensation

1. Training compensation is due when:

a) a player is registered for the first time as a professional; or

b) a professional is transferred between clubs of two different associations (whether during or at the end of his contract) before the end of the calendar year of his 23rd birthday.

2. Training compensation is not due if:

   a) the former club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or

   b) the player is transferred to a category 4 club; or

   c) a professional reacquires amateur status on being transferred.

3. For cases governed by the FIFA Clearing House Regulations, payment of training compensation shall be made in accordance with the FIFA Clearing House Regulations.

3. Responsibility to pay training compensation

1. For cases not governed by the FIFA Clearing House Regulations, on registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the calendar year of his 12th birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club.

2. In both of the above cases, for cases not governed by the FIFA Clearing House Regulations, the deadline for payment of training compensation is 30 days following the registration of the professional with the new association.

3. An association is entitled to receive the training compensation which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – with which the professional was registered and trained – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This compensation shall be reserved for youth football development programmes in the association(s) in question.

4. Training costs

1. In order to calculate the compensation due for training and education costs, associations are instructed to divide their clubs into a maximum of four categories in accordance with the clubs' financial investment in training players. The training costs are set for each category and correspond to the amount needed to train one player for one year multiplied by an average "player factor", which is the ratio of players who need to be trained to produce one professional player.

2. The training costs, which are established on a confederation basis for each category of club, as well as the categorisation of clubs for each association, are published on the FIFA website (www.FIFA.com). They are updated at the end of every calendar year. Associations are required to keep the data regarding the training category of their clubs inserted in TMS up to date at all times (cf. Annexe 3).

5. Calculation of training compensation

1. As a general rule, to calculate the training compensation due to a player's former club(s), it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself.

2. Accordingly, the first time a player registers as a professional, the training compensation payable is calculated by taking the training costs of the new club multiplied by the number of years of training, in principle from the calendar year of the player's 12th birthday to the calendar year of his 21st birthday. In the case of subsequent transfers, training compensation is calculated based on the training costs of the new club multiplied by the number of years of training with the former club.

3. To ensure that training compensation for very young players is not set at unreasonably high levels, the training costs for players for the calendar years of their 12th to 15th birthdays (i.e. four calendar years) shall be based on the training and education costs of category 4 clubs.

4. The Dispute Resolution Chamber may review disputes concerning the amount of training compensation payable and shall have discretion to adjust this amount if it is clearly disproportionate to the case under review.

6. Special provisions for the EU/EEA

1. For players moving from one association to another inside the territory of the EU/EEA, the amount of training compensation payable shall be established based on the following:

   a) If the player moves from a lower to a higher category club, the calculation shall be based on the average training costs of the two clubs.

   b) If the player moves from a higher to a lower category, the calculation shall be based on the training costs of the lower-category club.

2. Inside the EU/EEA, the final calendar year of training may occur before the calendar year of the player's 21st birthday if it is established that the player completed his training before that time.

3. If the former club does not offer the player a contract, no training compensation is payable unless the former club can justify that it is entitled to such compensation. The former club must offer the player a contract in writing via registered post at least 60 days before the expiry of his current contract, subject to the temporary exception below. Such an offer shall furthermore be at least of an equivalent value to the current contract. This provision is without prejudice to the right to training compensation of the player's previous club(s).

   i. The contract offer may be made by electronic mail, provided that the former club obtains confirmation from the player that he has received a copy of said offer and can provide such confirmation in case of any dispute.

7. Disciplinary measures

The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this annexe.

ANNEXE 5

Solidarity mechanism

1. Solidarity contribution

1. If a professional moves during the course of a contract, 5% of any compensation paid within the scope of this transfer, not including training compensation paid to his former club, shall be deducted from the total amount of this compensation and distributed by the new club as a solidarity contribution to the club(s) involved in his training and education over the years. This solidarity contribution reflects the number of years (calculated pro rata if less than one year) he was registered with the relevant club(s) between the calendar years of his 12th and 23rd birthdays, as follows:

   a) Calendar year of 12th birthday: 5% of 5% of any compensation

   b) Calendar year of 13th birthday: 5% of 5% of any compensation

   c) Calendar year of 14th birthday: 5% of 5% of any compensation

   d) Calendar year of 15th birthday: 5% of 5% of any compensation

   e) Calendar year of 16th birthday: 10% of 5% of any compensation

   f) Calendar year of 17th birthday: 10% of 5% of any compensation

   g) Calendar year of 18th birthday: 10% of 5% of any compensation

   h) Calendar year of 19th birthday: 10% of 5% of any compensation

   i) Calendar year of 20th birthday: 10% of 5% of any compensation

   j) Calendar year of 21st birthday: 10% of 5% of any compensation

   k) Calendar year of 22nd birthday: 10% of 5% of any compensation

   l) Calendar year of 23rd birthday: 10% of 5% of any compensation

2. A training club is entitled to receive (a proportion of) the 5% solidarity contribution in the following cases:

a) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to different associations;

b) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to the same association, provided that the training club is affiliated to a different association.

2. Payment procedure

1. For cases not governed by the FIFA Clearing House Regulations, the new club shall pay the solidarity contribution to the training club(s) pursuant to the above provisions no later than 30 days after the player's registration or, in case of contingent payments, 30 days after the date of such payments.

2. For cases not governed by the FIFA Clearing House Regulations, it is the responsibility of the new club to calculate the amount of the solidarity contribution and to distribute it in accordance with the player's career history as provided in the player passport. The player shall, if necessary, assist the new club in discharging this obligation.

3. For cases governed by the FIFA Clearing House Regulations, payment of solidarity contribution shall be made in accordance with the FIFA Clearing House Regulations.

4. An association is entitled to receive the proportion of solidarity contribution which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – which was involved in the professional's training and education – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This solidarity contribution shall be reserved for youth football development programmes in the association(s) in question.

5. The Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this annexe.

ANNEXE

Rules for the Status and Transfer of Futsal Players

1. Scope

1. The Rules for the Status and Transfer of Futsal Players are an integral part of these regulations.

2. These rules establish global and binding provisions concerning the status of futsal players, their eligibility to participate in organised futsal, and their transfer between clubs belonging to different associations.

3. These rules shall apply equally to men, women, amateurs and professionals unless expressly provided for otherwise in this annexe.

4. The transfer of futsal players between clubs belonging to the same association is governed by specific regulations issued by the association concerned. These regulations shall include:

a) appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements, as well as the principles in article 1 paragraph 3 b) of these regulations; and

b) specific rules for the settlement of disputes between futsal clubs and players.

5. The following provisions in these regulations are binding for futsal at national level and shall be included, without modification, in the association's regulations: articles 2-8, 10, 11, 12bis, 18, 18 paragraph 7, 18bis, 18ter, 18quater, 18quinquies, 19 and 19bis.

In relation to articles 18 paragraph 7, 18quater and 18quinquies, where a validly negotiated collective bargaining agreement contains provisions related

to female professional football, the respective provisions of the collective bargaining agreement shall prevail in their totality, and a clear reference to the collective bargaining agreement shall be included in the association's regulations. Where no collective bargaining agreement exists, but where more favourable conditions are stipulated pursuant to national law, these more favourable conditions shall be included in the association's regulations.

2. Release of futsal players to association teams

1. Article 1ter of Annexe 1 of these regulations is binding.

2. A player may only represent one association in both futsal and eleven-a-side football. Any player who has already participated in a match (either in full or in part) in an official competition of any category or any type of football for one association may not play an international match for a representative team of another association.

   This provision is subject to the exception in article 9 of the Regulations Governing the Application of the Statutes.

3. Registration of futsal players

1. A futsal player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2 of these regulations. Only registered players are eligible to participate in organised futsal. By the act of registering, a futsal player agrees to abide by the FIFA Statutes and regulations, as well as the statutes and regulations of the relevant confederation and association.

2. A futsal player may only be registered for one futsal club at a time. A futsal player may, however, also be registered for one eleven-a-side club at the same time. It is not necessary for the futsal and the eleven-a-side club to be affiliated to the same association.

3. A futsal professional player under contract with an eleven-a-side club may sign another professional contract with a different futsal club only if he obtains written approval from the eleven-a-side club employing him, and vice-versa.

4. Futsal players may be registered with a maximum of three futsal clubs during one season. During this period, the player is only eligible to play official matches for two futsal clubs. As an exception to this rule, a futsal player moving between two futsal clubs belonging to associations with overlapping seasons (i.e. the start of the season is in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third futsal club during the relevant season, provided he has fully complied with his contractual obligations towards his previous futsal clubs. Equally, the provisions relating to the registration periods (article 6 of these regulations) as well as to the minimum length of a contract (article 18 paragraph 2 of these regulations) must be respected.

5. Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a futsal player may not play official matches for more than two clubs competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of member associations.

4. Respect of contract

1. A contract between a professional futsal player and a futsal club may only be terminated upon expiry of its term or by mutual agreement.

2. The provisions applicable to the maintenance of contractual stability are set out in articles 13-18 of these regulations.

5. International transfer of futsal players

5.1 Principles

1. A futsal player registered with a futsal club affiliated to an association may only be registered with a futsal club affiliated to a different association after:

   a) the International Futsal Transfer Certificate (IFTC) has been requested by the new association;

   b) the IFTC has been delivered by the former association;

   c) the IFTC has been received by the new association; and

   d) the new association has registered the player in their electronic registration system.

2. The above principle applies to all international transfer of professional and amateur futsal players.

3. A futsal player is not eligible to play for his new futsal club until all the conditions in paragraph 1 above are met, where applicable.

4. An IFTC is not required for a futsal player under the age of ten.

5. Clubs and associations shall always:

   a) act in good faith;

   b) abide by the FIFA Statutes and all FIFA regulations; and

   c) ensure that all information provided is true and correct.

5.2 Transfer process: IFTC procedure and futsal player registration

1. The new futsal club shall submit an application to its association to register a futsal player during one of the registration periods established by that association, subject to the exception in article 6 of these regulations.

   The relevant application shall be accompanied, if applicable, by:

   a) a copy of the employment contract between the new futsal club and the futsal player; and

   b) a copy of the transfer agreement (whether permanent or on loan) concluded between the new and the former futsal clubs.

2. Upon receipt of the application, the new association shall immediately request that the former association deliver an IFTC for the futsal player ("IFTC request"). The IFTC request shall be accompanied by the documentation established in paragraph 1 above, if applicable.

3. At the very latest, the IFTC must be requested on the last day of the relevant registration period of the new association for the transfer to occur during that registration period.

4. In the case of an international transfer of a futsal player who had professional status at his former futsal club, upon receipt of the IFTC request, the former association shall immediately request that the former futsal club and the futsal player confirm whether:

   a) the employment contract has expired;

   b) an early termination was mutually agreed; or

   c) there is a contractual dispute.

5. Within seven days of the IFTC request, the former association shall either:

   a) deliver the IFTC to the new association; or

   b) inform the new association in writing that the IFTC cannot be delivered. This may only be the case where:

      i. an employment contract between the former futsal club and the futsal player has not expired; or

      ii. there has been no mutual agreement regarding the contract's early termination.

   The provision in paragraph b) above applies only to the international transfer of futsal players who had professional status at their former futsal clubs.

6. When delivering an IFTC to the new association, the former association shall also:

   a) attach a copy of the player passport;

   b) notify the new association in writing of any pending disciplinary sanctions imposed on the futsal player and, if applicable, their extension to have worldwide effect (cf. article 12 of these regulations); and

   c) lodge a copy of the IFTC with FIFA.

7. The IFTC shall be delivered free of charge without any conditions or time limitation. Any provisions to the contrary shall be null and void.

8. Upon delivery of the IFTC, the new association shall register the player in their electronic registration system.

9. If the former association fails to respond to the IFTC request within 30 days, the new association shall immediately register the futsal player for the new futsal club on a provisional basis ("provisional registration") and enter the relevant player registration information in the national electronic player registration system. A provisional registration shall become permanent one year after the IFTC request.

10. The former association shall not deliver an IFTC for a futsal player if a contractual dispute on grounds of the circumstances stipulated in paragraph 4 above, has arisen between the former futsal club and the futsal player.

    In such a case, upon request of the new association, FIFA may take provisional measures in exceptional circumstances. In this respect, it will take into account the arguments presented by the former association to justify the rejection of the IFTC. If the Football Tribunal authorises the provisional registration (cf. article 23), the new association shall proceed to register the player. Furthermore, the professional futsal player, the former and/or the new futsal club are entitled to lodge a claim with FIFA in accordance with article 22. The decision on the provisional registration of the player shall be without prejudice to the merits of such possible contractual dispute.

11. The new association may grant the player temporary eligibility to play until the end of the ongoing competition period on the basis of an IFTC sent by fax or email. If the original IFTC is not received by that time, the player's eligibility to play shall be considered definitive.

12. The foregoing rules and procedures apply without distinction to professional and amateur futsal players who, upon moving to their new futsal club, acquire a different status.

5.3 Loan of futsal players

1. The rules set out above also apply to the loan of a professional futsal player from a futsal club affiliated to one association to a futsal club affiliated to another association, as well as to his return from loan to his original futsal club, if applicable.

2. A copy of the loan agreement shall accompany the IFTC request (cf. article 5.2 paragraph 2).

3. Upon expiry of the loan period, the association of the futsal club that released the futsal player on loan shall request the IFTC to the association of the futsal club where he is registered on loan. Until the IFTC procedure has not been completed and the association that released the futsal player on loan has re-registered him in their electronic registration system, the futsal player is not eligible to play for his original futsal club.

6. Enforcement of disciplinary sanctions

1. A suspension imposed in terms of matches on a player for an infringement committed when playing futsal or in relation to a futsal match shall only affect the player's participation for his futsal club. Similarly, a suspension imposed in terms of matches on a player participating in eleven-a-side football shall only affect the player's participation for his eleven-a-side club.

2. A suspension imposed in terms of days and months shall affect a player's participation for both his futsal as well as his eleven-a-side club, regardless of whether the infringement was committed in eleven-a-side football or futsal.

3. The association with which a futsal player is registered shall notify a suspension imposed in terms of days and months to the second association with which the player may be registered, if the player is registered, at the same time, for a futsal and an eleven-a-side club belonging to two different associations.

4. When delivering an IFTC, the former association shall notify the new association in writing of any pending disciplinary sanctions imposed on a player and, if applicable, their extension to have worldwide effect (cf. article 12 of these regulations).

7. Protection of minors

1. International transfers of players are only permitted if the player is over the age of 18. The exceptions to this rule are outlined in article 19 of these regulations.

8. Training compensation

The provisions on training compensation as provided for in article 20 and Annexe 4 of the regulations shall not apply to the transfer of players from futsal clubs.

9. Solidarity mechanism

The provisions on solidarity mechanism as provided for in article 21 and Annexe 5 of these regulations shall not apply to the transfer of players to and from futsal clubs.

10. Competence of FIFA

1. Sanctions shall be imposed on clubs and associations which violate the provisions contained in this annexe.

2. The FIFA general secretariat is responsible for investigating any violation of this annexe.

3. The FIFA Disciplinary Committee is responsible for sanctioning any violation of this annexe, in line with the FIFA Disciplinary Code.

4. Without prejudice to the right of any futsal player, coach, association or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear disputes as stipulated in article 22 of these regulations.

5. The Football Tribunal shall adjudicate on all disputes as stipulated in article 23 of these regulations.

ANNEXE

Temporary rules addressing the exceptional situation deriving from the war in Ukraine

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1. Scope of application

1. Without prejudice to paragraph 2 below, this annexe applies to employment contracts of an international dimension concluded between players or coaches and clubs affiliated to the Ukrainian Association of Football (UAF) or the Football Union of Russia (FUR).

2. This annexe does not apply to:

   a) employment contracts of an international dimension of players who, on 21 May 2023 and thereafter, were registered with a club affiliated to the UAF or FUR;

   b) employment contracts of an international dimension of coaches who, on 21 May 2023 and thereafter, rendered their services to a club affiliated to the UAF or FUR;

   c) employment contracts of an international dimension of players or coaches that have been concluded or extended after 7 March 2022.

2. Employment contracts of an international dimension with clubs affiliated to the UAF or FUR

1. Notwithstanding the provisions of these regulations and unless otherwise agreed between the parties, a contract of an international dimension between a player or a coach and a club affiliated to the UAF or FUR can be unilaterally suspended until 30 June 2026 by the player or the coach.

2. In order to validly suspend the contract, the player or coach shall inform the club of the unilateral suspension in writing by 1 August 2025 at the latest.

3. The minimum length of a contract established under article 18 paragraph 2 of these regulations does not apply to any new contract concluded by the professional whose contract has been suspended in accordance with paragraphs 1 and 2 above.

3. Consequences of the suspension

A player or coach whose contract has been suspended as per article 2 paragraphs 1 and 2 above does not commit a breach of contract by signing and registering with a new club. Article 18 paragraph 5 of these regulations does not apply to a professional whose contract has been suspended as per article 2 paragraphs 1 and 2 above.

4. Registration

Notwithstanding the provisions of article 5 paragraph 4 of these regulations, a player whose previous registration was in the UAF or FUR, may be registered with a maximum of four clubs during one season and is eligible to play official matches for three different clubs.

5. Protection of minors

Notwithstanding the provisions of article 19 of these regulations, any minors residing in the territory of Ukraine who wish to be registered with a new club shall be deemed to fulfil the requirements of the exception provided in article 19 paragraph 2 a) or d) of these regulations.

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6. Training compensation

1. As from the time this annexe enters into force, training compensation in accordance with the provisions of article 20 and annexe 4 is payable by the new club for any player whose previous registration was in the UAF or FUR if:

   a) without prejudice to paragraph 3 below, the player is registered for the first time as a professional before the end of the calendar year of his 23rd birthday; or

   b) the player had validly suspended their contract with a club affiliated to the UAF or FUR in accordance with the provisions of this annexe (under any of its different editions) and is now transferred between clubs of two different associations (whether during or at the end of his contract) before the end of the calendar year of their 23rd birthday.

   c) However, in such case per literal b), training compensation will be owed by the new club only to the club(s) affiliated to the UAF or FUR with which the player had been registered before the player's contract was suspended, for the time the player was effectively trained by the respective club(s).

2. No entitlement to training compensation will arise for any club not affiliated to the UAF or FUR who has registered a player following the suspension of the player's contract in accordance with this annexe.

3. No training compensation is payable by the new club for a player being registered for the first time as a professional if:

   a) the player is registered with a club not affiliated to the UAF or FUR after having left the territory of Ukraine or Russia subsequently to 7 March 2022 and was allowed to be registered with a new club under the exception provided in article 19 paragraph 2 a) or d) of these regulations;

   b) the player left the territory of Ukraine or Russia subsequently to 7 March 2022 and now wishes to be registered for the first time as a professional with a club affiliated to the UAF or FUR.

7. International transfer of players

1. A player whose contract has been suspended on the basis of this annexe may, during the period of suspension, not be subject to a transfer (whether permanent or on loan) against payment.

2. A player who has suspended their contract on the basis of this annexe may not sign a new contract with another club affiliated to the UAF or FUR during the time of the suspension.

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Procedural Rules

Governing the Football Tribunal

JANUARY 2026 EDITION

Procedural Rules
Governing the Football Tribunal

January 2026 edition

Fédération Internationale de Football Association

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ANNEXE 1 32

Definitions

The definitions in the Regulations on the Status and Transfer of Players, the FIFA Football Agent Regulations and the FIFA Statutes shall apply.

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

GENERAL PROVISIONS

I.

FIFA®

Article 1: Scope of application

1. These rules govern the organisation, composition and functions of the Football Tribunal (FT).

2. The FT shall be composed of three chambers:
   a) the Dispute Resolution Chamber (DRC);
   b) the Players' Status Chamber (PSC); and
   c) the Agents Chamber (AC).

Article 2: Jurisdiction

1. The matters for which each chamber has jurisdiction are provided by specific FIFA regulations.

2. In the event of uncertainty as to which chamber has jurisdiction to decide a matter, the chairperson of the FT will decide.

Article 3: Applicable law

In their application and adjudication of law, the chambers shall apply the FIFA Statutes and FIFA regulations, whilst taking into account all relevant arrangements, laws, and/or collective bargaining agreements that exist at national level.

Article 4: Composition

1. The chairperson of the FT shall have legal qualifications. They shall be appointed for four years by the FIFA Council.

2. The chairpersons, deputy chairpersons, and members of each chamber shall be appointed for four years by the FIFA Council. The chairpersons and deputy chairpersons of each chamber shall have legal qualifications. The members shall have a professional legal background with relevant football experience.

3. The DRC shall be composed of:
   a) a chairperson and at least two deputy chairpersons, at the proposal of FIFA and agreed upon by consensus between the parties mentioned in b) and c) below;
   b) at least 15 player representatives, appointed at the proposal of players' associations; and
   c) at least 15 club representatives, appointed at the proposal of member associations, clubs and leagues.

4. The PSC shall be composed of:
   a) a chairperson and at least one deputy chairperson; and
   b) the necessary number of members as decided by the FIFA Council, appointed at the proposal of member associations, confederations, players, clubs and leagues.

5. The AC shall be composed of:
   a) a chairperson and at least one deputy chairperson; and
   b) the necessary number of members as decided by the FIFA Council, appointed at the proposal of member associations, confederations, players, clubs, leagues, and football agents.

6. If a vacancy occurs, the FIFA Council may appoint a replacement for the remainder of the term of office. The chairperson of the DRC or the chairperson of the PSC shall deputise for the chairperson of the FT in the latter's absence.

Article 5: Independence and conflict of interest

1. The members of the FT are bound by the FIFA Statutes, FIFA regulations and the law.

2. A member of the FT may not take part in deciding a matter if there is any legitimate doubt as to their impartiality and shall disclose any circumstance which might give rise to a conflict of interest. The nationality of a person appointed to decide a matter does not per se constitute a legitimate doubt as to their impartiality.

3. A party is entitled to challenge a member of the FT appointed to decide a matter if it believes that there is a legitimate doubt as to their impartiality. Such challenge shall be filed within five calendar days from the notification of the composition of the relevant chamber for adjudication. The decision on such challenge shall be made by the chairperson of the FT.

Article 6: Confidentiality

A person appointed to the FT shall maintain strict confidentiality on any case they decide.

Article 7: Exemption from liability

Neither the persons appointed to the FT nor the FIFA officials acting in an administrative capacity may be held liable for any action or omission relating to any decision or procedure undertaken in accordance with applicable FIFA regulations or these Rules.

Article 8: Role of the FIFA general secretariat

1. The FIFA general secretariat will provide the administrative organisation and support for the FT.

2. The FIFA general secretariat is empowered to make decisions as provided for in these Rules.

GENERAL PROCEDURAL RULES

II.

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Article 9: Parties

1. Subject to the relevant FIFA regulations, only the following natural or legal persons may be a party before a chamber:
   a) member associations;
   b) clubs affiliated to a member association;
   c) players;
   d) coaches;
   e) single-entity leagues, only for the purposes of the FIFA Football Agent Regulations;
   f) football agents licensed by FIFA; or
   g) match agents licensed by FIFA.
2. A party may appoint an authorised representative to act on its behalf in any procedure. It shall provide written authorisation to be represented in the specific procedure.
3. A party is responsible for the conduct of its authorised representative. Authorised representatives are obliged to tell the truth and act in good faith in any procedure.
4. The FIFA general secretariat may, at any stage of a procedure, request the intervention of any natural or legal person as a party in a procedure.

Article 10: Communications

1. All communications shall be undertaken via the Legal Portal operated by FIFA (Legal Portal) or the Transfer Matching System (TMS).
2. The specific procedural rules shall define which method of communication must be used for the procedure in question. Communications from FIFA to a party by any such method is considered a valid means of communication and sufficient to establish time limits and their observance.
3. Parties must review TMS and the Legal Portal at least once per day for any communications from FIFA. Parties are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review. The contact details indicated in TMS are binding on the party that provided them.
4. Any communication submitted in TMS by a member association on behalf of an affiliated club shall:
   a) not be subject to the fulfilment of any conditions by the respective club;
   b) be undertaken by the member association without delay, regardless of whether it agrees with the merits of the communication.

Article 11: Time limits

1. For a party that directly receives a communication, the time limit will commence the day after receipt of the relevant communication.
2. For a party that receives a communication via its member association, the time limit will commence four calendar days after receipt of the communication by the member association to which it is affiliated or registered, or on the date of notification of the party by the member association, whichever is sooner.
3. If the last day of a time limit coincides with an official public holiday or a non-working day in the place of domicile of the party required to comply, the time limit will expire at the end of the next working day.
4. A time limit is deemed to have been complied with if the action required or requested has been completed by latest the last day of the time limit at the location of the party's domicile or, if the party is represented, of the domicile of its main legal representative. Submissions and evidence filed outside the relevant time limit shall be disregarded.
5. Time limits are paused from 20 December to 5 January inclusive.
6. Regulatory time limits fixed in these Rules will not be extended. Time limits set by the FIFA general secretariat may be extended upon substantiated request submitted before the expiry of the relevant time limit.

Article 12: Procedural rights and obligations

1. A party may file submissions, produce evidence, and examine the case file before any decision is made.
2. A party shall always act in good faith, tell the truth, and cooperate with any request for information made by a chamber or the FIFA general secretariat.

3. The same obligations apply to any natural person or legal person under the jurisdiction of FIFA that is not a party in a procedure but has been requested to contribute to a procedure by a chamber or the FIFA general secretariat.

Article 13: Submissions and evidence

1. Any submission to FIFA shall be made in English, Spanish, or French. Any submission to FIFA not made in one of the aforementioned languages will be disregarded.

2. A party that receives a submission made by another party within the scope of a procedure shall maintain strict confidentiality on that submission, unless such disclosure is made to professional advisers or is required by law.

3. Any type of evidence may be produced. A chamber has ultimate discretion as to the weight it gives to evidence. All the evidence upon which a party intends to rely must be filed in the original language and, if applicable, translated into English, Spanish or French.

4. A chamber may consider and rely on any evidence not presented by the parties, including without limitation the evidence generated by or within TMS and/or the Platform.

5. A party that asserts a fact has the burden of proving it.

6. Parties have the duty to collaborate to establish the facts and shall respond in good faith to any evidentiary request from a chamber, the FIFA general secretariat or a party. A party submitting an evidentiary request shall demonstrate that the evidence requested is likely to exist and is relevant. An adverse inference may be drawn from a party's reaction to an evidentiary request.

Article 14: Meetings and deliberations

1. The chamber makes a decision based on the written file. In exceptional circumstances, a chairperson may decide that a case is suitable for oral hearing. The chairperson will decide on the procedure of any oral hearing.

2. Deliberations may be held electronically or in person and shall be kept confidential.

3. A decision is passed by a simple majority of the appointed chamber. If the votes are equal, the chairperson for that matter shall have the casting vote.

Article 15: Notifications of decisions

1. A decision will be notified to a party directly in accordance with these Rules. Where the party is a club, a copy shall be notified to the member association and confederation to which it is affiliated.

2. Notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party which they represent.

3. Decisions enter into force as soon as notification occurs.

4. Generally, a party shall only be notified of the operative part of the decision. Decisions that immediately impose sporting sanctions against a party shall only be communicated with grounds.

5. Where no procedural costs are ordered, a party has ten calendar days from notification of the operative part of the decision to request the grounds of the decision. Failure to comply with the time limit shall result in the decision becoming final and binding and the party will be deemed to have waived its right to file an appeal. The time limit to lodge an appeal begins upon notification of the grounds of the decision.

6. Where procedural costs are ordered, notification of the grounds of a decision will only be made to the party that has both requested the grounds of the decision and paid its share of the procedural costs within the regulatory time limit of ten calendar days from notification of the operative part of the decision, if any.

7. Failure to comply with the time limit referred to in paragraph 6 of this article shall result in the request for the grounds being deemed to have been withdrawn. As a result, the decision will become final and binding and the party will be deemed to have waived its right to file an appeal.

8. Obvious mistakes in decisions and obvious procedural errors discovered after a decision is rendered may be corrected, *ex officio* or on application, by the chamber that made the decision. Where a decision has been corrected, regulatory time limits will commence from the time of notification of the rectified decision.

Article 16: Language

1. The language(s) used in all proceedings shall be exclusively English, Spanish or French.

2. Where submissions or evidence in a matter are in a single language, the decision of the chamber will be in that language.

3. Where submissions or evidence in a matter are in multiple languages, the procedure will be conducted in English and the decision will be in English.

Article 17: Publication

1. The FIFA general secretariat may publish decisions of the FT or awards of the Court of Arbitration for Sport which derive from appeals against decisions of the FT on legal.fifa.com.

2. Where a decision contains confidential information, a party may request within five days of the notification of the grounds of the decision that FIFA publishes an anonymised or a redacted version.

3. In decisions involving minors, only an anonymised or a redacted version which protects the identity of the minor(s) concerned may be published by FIFA.

RULES SPECIFIC TO DISPUTES BEFORE THE DISPUTE RESOLUTION CHAMBER, PLAYERS' STATUS CHAMBER, OR AGENTS CHAMBER

III.

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Article 18: Claims

1. A claim against another party must be submitted via the Legal Portal and contain the following:
   a) the name, email address(es), and postal address(es) for notification of the party;
   b) (if applicable) the name, email address(es), and postal address(es) for notification of any authorised representative, and a copy of a written, specific and recent power of attorney;
   c) the identity and address(es) for service of the respondent(s);
   d) a statement of claim, setting out full written arguments in fact and law, the full body of evidence, and requests for relief;
   e) the details of a bank account registered in the name of the claimant on a signed copy of the Bank Account Registration Form;
   f) the date and a valid signature; and
   g) (if applicable) proof of payment of the advance of costs.
2. The FIFA general secretariat will assess whether these requirements are met. If the claim is incomplete, the FIFA general secretariat will inform the claimant and request rectification. If the claim is not rectified within the time limit given, it is deemed to be withdrawn and will need to be resubmitted.

Article 19: Preliminary procedural matters

1. The FIFA general secretariat, after assessing whether a claim is complete, will subsequently assess whether:
   a) the relevant chamber obviously does not have jurisdiction; and/or
   b) the claim is obviously time-barred or inadmissible.
2. Following this assessment, the FIFA general secretariat may refer the case directly to the chairperson of the relevant chamber of the FT for an expedited decision.
3. If the chairperson of the relevant chamber of the FT considers that the claim is not affected by any preliminary procedural matters, they shall order the FIFA general secretariat to continue the procedure.

Article 20: Proposal from the FIFA general secretariat

1. After determining that the claim is complete, in disputes without *prima facie* complex facts or legal issues, or in cases where this is clear established jurisprudence, the FIFA general secretariat may make a proposal to finalise the matter without a decision issued by a chamber. Such proposal is without prejudice to any future decision issued by a chamber.
2. A party shall accept or reject the proposal within the time limit granted by the FIFA general secretariat.
3. A party that fails to respond to the proposal shall be deemed to have accepted it.
4. Where a proposal is accepted, a confirmation letter will be issued by the FIFA general secretariat. The confirmation letter shall be considered a final and binding decision pursuant to the relevant FIFA regulations.
5. Where a proposal is rejected, the respondent(s) must submit their response within the time limit indicated in the proposal.

Article 21: Response to the claim and counterclaim

1. After determining that the claim is complete, and (where relevant) if the procedure is to continue following the conclusion of any preliminary procedural matters, the FIFA general secretariat will request that the respondent(s) submit their response to the claim via the Legal Portal within the time limit granted. If the respondent(s) fail(s) to submit a response to the claim within the time limit, a decision will be made based on the file.
2. The respondent(s) may submit a counterclaim with their response to the claim. A counterclaim shall have the same form as a claim and shall be submitted within the same time limit as that for the response to the claim.
3. If a party submits a new claim which is related to an existing case in which it is a respondent, the new claim shall be joined with the existing case and treated as a counterclaim in the existing case. Where the party has already been notified of the existing case, the new claim must have been submitted within the same time limit as that for the response to the claim in the existing case in order to be considered.

4. Where the respondent validly submits a counterclaim, the counter-respondent(s) (i.e. the original claimant) shall reply solely to the counterclaim within the time limit granted by the FIFA general secretariat.

5. Should the response to the counterclaim refer to matters which did not form part of the counterclaim, those matters will not be considered.

6. A response to a counterclaim submitted after the time limit expires will not be considered.

Article 22: Second round of submissions

The FIFA general secretariat will decide, where necessary, whether there shall be a second round of submissions. Any such submission must be submitted via the Legal Portal.

Article 23: Closure of submission phase

1. The FIFA general secretariat will notify the parties of the closure of the submission phase of the procedure. After such notification, the parties may not supplement or amend their submissions or requests for relief or produce new evidence.

2. The FIFA general secretariat and/or the respective chamber may request additional information and/or documentation at any time within the scope of a procedure.

Article 24: Adjudication

1. In procedures before the DRC, where the relief requested is:

   a) lower than USD 200,000 (or its equivalent in another currency), a single judge may adjudicate as a general rule;

   b) equivalent to or higher than USD 200,000 (or its equivalent in another currency) or the matter is legally complex, at least three judges may adjudicate. The specific matter will be chaired by the chairperson or a deputy chairperson.

2. In procedures before the PSC or the AC, a single judge may adjudicate as a general rule. Where the matter is legally complex, at least three judges may adjudicate. The specific matter will be chaired by the chairperson or a deputy chairperson.

Article 25: Costs

1. Procedures are free of charge where at least one of the parties is a player, coach, football agent or match agent.

2. Procedural costs are payable in all other types of disputes. Procedural costs are payable on order by the relevant chamber, at the conclusion of a matter. The amounts are defined in Annexe 1 of these Rules.

3. An advance of costs is payable for proceedings before the PSC, with the exception of proceedings relating to regulatory applications.

4. Advance of costs shall be paid by the claimant or counter-claimant when the claim or counterclaim is lodged, and are defined in Annexe 1 of these Rules.

5. The chamber will decide the amount that each party is due to pay, in consideration of the parties' degree of success and their conduct during the procedure, as well as any advance of costs paid. In exceptional circumstances, the chamber may order that FIFA assumes all procedural costs.

6. A party that has been ordered to pay procedural costs is only obliged to pay where:

   a) it requests the grounds of the decision after having been notified of the operative part; or

   b) the decision has been notified directly with grounds.

7. Procedural costs shall be paid within ten days as from the notification of the relevant decision to the bank account provided in the decision. The relevant proof of payment shall be filed with the FIFA general secretariat within the same ten days.

8. No legal costs shall be awarded. Parties shall bear all their own costs in connection with any procedure.

Article 26: Mediation

1. If the chairperson of the FT, the chairperson of the respective chamber or the FIFA general secretariat consider it appropriate, they may invite the parties to mediate the dispute.

2. Mediation is a voluntary process and free of charge. It shall be conducted in accordance with the general principles of the CAS Mediation Rules, as well as any rules enacted by FIFA to this end, and through the mediators recognised by a list approved by the FIFA general secretariat.

3. If mediation is successful, a settlement agreement will be signed by the parties and ratified by the chairperson of the FT or the chairperson of the respective chamber. The settlement agreement shall be considered a final and binding decision of the FT pursuant to the relevant FIFA regulations.

RULES SPECIFIC TO THE SOLIDARITY MECHANISM AND TRAINING COMPENSATION CLAIMS AND ELECTRONIC PLAYER PASSPORT-RELATED CASES BEFORE THE DISPUTE RESOLUTION CHAMBER

IV.

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Article 27: Training reward claims

1. Pursuant to the relevant FIFA regulations, a party shall submit a claim for training compensation or the solidarity mechanism and its additional documents in TMS. The claim shall contain the following (subject to the nature of the claim):

   a) the name and address(es) for service of the claimant;

   b) (if applicable) the name and address(es) for service of any authorised representative, and a copy of a written, specific, and recent power of attorney;

   c) a statement of claim, setting out full written arguments in fact and law, the full body of evidence and requests for relief;

   d) the details of a bank account registered in the name of the claimant on a signed copy of the Bank Account Registration Form;

   e) (if applicable) confirmation from the claimant's member association of the start and end dates of its sporting season during the period when the player was registered with the claimant;

   f) complete career history of the player, setting out all clubs with which they have been registered since the calendar year of their 12th birthday until the date of their registration with the respondent club, taking into account any possible interruptions, as well as indicating the status of the player (amateur or professional) when registered, and whether such registration was permanent or temporary;

   g) (if applicable) evidence that the club in question – with which the professional was registered and trained – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation;

For training compensation only

   h) (if applicable) confirmation from the claimant's member association of the category of the claimant;

   i) (if applicable) the category of the respondent(s);

   j) (if applicable) information about the exact date of the first registration of the player as a professional;

   k) (if applicable) information about the exact date of the transfer on which the claim is based;

   l) (if applicable) evidence of a professional contract offer;

For the solidarity mechanism only

   m) information about the exact date of the transfer on which the claim is based;

   n) information about the clubs involved in the transfer on which the claim is based;

   o) the percentage of the solidarity contribution claimed; and

   p) the alleged amount for which the player was transferred to their new club, if known, or a statement to the effect that the amount is currently not known.

Article 28: Procedure related to training reward claims

All claims related to proceedings detailed in article 27 must be submitted and managed through TMS. Except for article 18 paragraph 1, the specific procedural rules for disputes in Chapter III shall apply equally to procedures subject to article 27.

Article 28bis: Cases of legal or factual complexity in an Electronic Player Passport

1. When cases of legal or factual complexity are identified by the FIFA general secretariat during its evaluation of an Electronic Player Passport (EPP), the FIFA general secretariat shall submit the complete EPP to the DRC for formal decision.

2. For the purpose of this submission, the FIFA general secretariat shall gather information and documentation during the EPP review process from the parties involved. The parties involved are clubs and member associations participating in the review of the EPP.

3. Upon submission by the FIFA general secretariat of the EPP, the DRC shall make a determination on all relevant player registration information and documentation considered in the EPP for the distribution of training rewards.

4. The FIFA general secretariat will notify the parties of the submission of the EPP to the DRC. After such notification, the parties may not supplement or amend any of the information or documentation provided during the EPP review process or produce new evidence.

5. All communication between the FIFA general secretariat and the parties involved will be undertaken via TMS in the context of the EPP of the player in question.

6. As a general rule, a single judge will adjudicate these cases.

7. Procedures described in this article are free of charge.

8. The decision by the DRC will be duly communicated to the parties via TMS in accordance with article 10 of the FIFA Clearing House Regulations. Article 15 paragraphs 2, 3 and 8 of these Rules shall apply.

REGULATORY APPLICATIONS BEFORE THE PLAYERS' STATUS CHAMBER

V.

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Article 29: Regulatory applications

1. Pursuant to the relevant FIFA regulations, the PSC shall adjudicate regulatory applications regarding:
   a) the international transfer or first registration of a minor;
   b) a limited minor exemption (LME);
   c) FIFA intervention to authorise the registration of a player;
   d) a request for eligibility or change of association;
   e) the late return of a player from representative-team duty; or
   f) a request for release of players to representative-team duty.

2. Any such application must contain full written arguments in fact and law. In processing these applications, the FIFA general secretariat must apply the principles of due process. The specific requirements regarding an application for the international transfer or first registration of a minor (article 30) is set out in these Rules.
   a) All applications under article 29 paragraph 1 a), b) and c) must be submitted and managed through TMS.
   b) All applications under article 29 paragraph 1 d), e) and f) must be submitted and managed via the Legal Portal.
   c) Only applications concerning futsal players and applications covered by FIFA circular no. 1635 may be submitted and managed via email.

3. Upon receipt, the FIFA general secretariat will assess whether an application is complete.
   a) If the application is not complete, the FIFA general secretariat will inform the applicant and request rectification.
   b) If the application is not rectified within the time limit given, it is deemed to be withdrawn and will need to be resubmitted.
   c) Once an application is deemed complete, or upon explicit request of the applicant, it will be transmitted to the PSC for decision.

4. Generally, a single judge shall adjudicate. In a complex matter or where exceptional circumstances exist, at least three judges shall adjudicate.

Article 30: International transfer or first registration of a minor

1. Pursuant to the relevant FIFA regulations, a member association that wishes to register a player, at the request of its affiliated club, may apply via TMS for:
   a) the international transfer of a minor player; or
   b) the first registration of a foreign minor player; or
   c) the first registration of a minor player who is not a national of the country where the member association in which they wish to be registered is domiciled, and has lived continuously for at least the last five years in that country.

2. An application is not required where:
   a) the minor is a national of the country where the member association in which they wish to be registered is domiciled, and was never previously registered at another member association;
   b) the minor is less than ten years old; or
   c) the member association has been granted an LME and the international move of the minor falls within the scope of that LME.

3. An application must contain the documents (subject to the type of application) requested in TMS, as described in the Guide to Submitting a Minor Application.

4. For international transfers, the former member association at which the minor was registered will be:
   a) provided access to all non-confidential documents via TMS; and
   b) invited to make a submission and submit any documents within a regulatory time limit set by the FIFA general secretariat.

5. For international transfers relating to humanitarian reasons, the former member association at which the player was registered will not be notified of the application.

Article 31: Request for eligibility or change of association

1. Pursuant to the relevant FIFA regulations, a member association that wishes to submit a request for eligibility or a request for change of association for a player to play for their representative teams shall submit such request via the Legal Portal.

2. The request shall be submitted via the Legal Portal at least 15 calendar days before the first day of the international window in which the representative teams' activities for which the player is required will take place. Submissions filed outside the relevant time limit shall be assessed by the PSC only after the conclusion of said international window.

3. Any request for eligibility or change of association must contain the documents (subject to the type of request) described in the Guide to Submitting a Request for Eligibility or Change of Association.

FINAL PROVISIONS

VI.

Article 32: Transitory provisions

1. Procedures that commenced prior to these Rules coming into force shall be subject to these Rules.

2. The FIFA general secretariat shall make all decisions regarding the application of these Rules to procedures that commenced prior to these Rules coming into force.

Article 33: Matters not provided for and force majeure

1. Any matters not provided for in these Rules shall be determined by the FIFA general secretariat.

2. Cases of force majeure affecting these Rules shall be decided by the chairperson of the FT whose decisions are final.

Article 34: Authoritative text

If there are any discrepancies between the interpretation of these Rules in the various languages, the English text is authoritative.

Article 35: Entry into force

1. These Rules were approved by the FIFA Council on 17 December 2025 and come into force on 1 January 2026.

2. The provisions concerning the AC enter into force on 1 October 2023.

17 December 2025

For the FIFA Council

President:

Gianni Infantino

Secretary General:

Mattias Grafström

Annexe 1

1. Advance of costs are as follows:

Amount in dispute (USD)	Fixed advance of costs
USD 0 to USD 49,999.99	USD 1,000
USD 50,000 to USD 99,999.99	USD 2,000
USD 100,000 to USD 149,999.99	USD 3,000
USD 150,000 to USD 199,999.99	USD 4,000
USD 200,000+	USD 5,000

2. Procedural costs are as follows:

Amount in dispute (in USD)	Procedural costs
USD 0 to USD 49,999.99	up to USD 5,000
USD 50,000 to USD 99,999.99	up to USD 10,000
USD 100,000 to USD 149,999.99	up to USD 15,000
USD 150,000 to USD 199,999.99	up to USD 20,000
USD 200,000+	up to USD 25,000

3. Payment of the advance of costs or procedural costs shall be made to the following account, with a clear reference to the parties involved in the dispute:

UBS Zurich
Account number: 230-366677.61N (FIFA Players' Status)
Clearing number: 230
IBAN: CH12 0023 0230 3666 7761 N
SWIFT: UBSWCHZH80A

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FIFA Clearing House Regulations

JANUARY 2026

Fédération Internationale de Football Association

President:	Gianni Infantino
Secretary General:	Mattias Grafström
Website:	FIFA.com

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DEFINITIONS

For the purpose of these regulations, the terms set out in the FIFA Statutes and the FIFA Regulations on the Status and Transfer of Players, as well as the following definitions, shall apply:

Accreditation: process by which a club or Member Association is accepted as a client of the FIFA Clearing House for the purpose of making or receiving payments through the FIFA Clearing House.

Allocation Statement: the document issued by the FIFA general secretariat to the FIFA Clearing House that provides it with the necessary information to process payments, notably the paying and receiving parties and the amounts to be distributed.

Client Portal: online portal hosted by the FIFA Clearing House, used by clubs and Member Associations for registration, communication and document collection and to gain an overview of relevant transactions.

Compliance Assessment: the procedure required to be performed by the FIFA Clearing House prior to accepting any potential client in order to satisfy financial regulatory requirements.

Dispute Resolution Chamber: the Dispute Resolution Chamber of the Football Tribunal as defined in the Procedural Rules.

Distribution Statement: the document generated by the FIFA Clearing House that contains information about payments of training rewards to which the training club(s) in question is (are) entitled.

Electronic Player Passport (EPP): an electronic document containing consolidated registration information of a player throughout their career, including the relevant Member Association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12th birthday.

FCH Terms & Conditions: the terms and conditions for a party to take part in a transaction involving the FIFA Clearing House.

FIFA Clearing House: an independent legal entity domiciled in Paris, France, operating under the name FIFA Clearing House SAS, which acts as an intermediary in relation to processing certain payments made in the football transfer system.

First Failure of the Compliance Assessment: initial failure of a party to pass a Compliance Assessment within the established process and deadlines notified by the FIFA Clearing House.

Non-Compliant Party: a club or Member Association that is subject to a First Failure of the Compliance Assessment or a Second Failure of the Compliance Assessment.

Procedural Rules: the Procedural Rules Governing the Football Tribunal.

Regulations: these FIFA Clearing House Regulations.

Request to Pay: the document issued by the FIFA Clearing House detailing the amount(s) payable to the FIFA Clearing House.

RSTP: the FIFA Regulations on the Status and Transfer of Players.

Second Failure of the Compliance Assessment: failure by a Non-Compliant Party to pass the Compliance Assessment within the established process and deadline following the First Failure of the Compliance Assessment.

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

I.

Introductory provisions

ARTICLE 1: OBJECTIVES

1.1 FIFA has a statutory obligation to regulate all matters relating to the football transfer system. The FIFA Clearing House shall serve to protect the core objectives of the football transfer system in accordance with the FIFA Statutes and the RSTP, notably 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 the elite and grassroots football;

d) protect minors;

e) maintain competitive balance; and

f) ensure the regularity of sporting competitions.

1.2 The specific objectives of the FIFA Clearing House are to:

a) process specific payments related to the transfer of football players between clubs;

b) protect the integrity of the football transfer system;

c) enhance and promote financial transparency in the football transfer system; and

d) prevent fraudulent conduct in the football transfer system.

1.3 In pursuit of these objectives, the FIFA Clearing House acts as an intermediary for the payment of training rewards in the football transfer system that fall due pursuant to the RSTP and performs all required Compliance Assessments in their execution.

ARTICLE 2: SCOPE

2.1 These Regulations lay down the process for the payments processed through the FIFA Clearing House.

2.2 These Regulations apply to all such payments relating to eleven-a-side football only.

2.3 These Regulations apply to all parties bound by the FIFA Statutes.

ARTICLE 3: FIFA CLEARING HOUSE

3.1 The FIFA Clearing House is a separate entity from FIFA and was established to act as an intermediary in payments deriving from the football transfer system. The FIFA Clearing House is a payment service provider with a licence from the appropriate regulatory authorities. Its governance structure is detailed in its articles of association.

3.2 The FIFA Clearing House shall not make a financial profit from the assets it receives and/or transactions it undertakes.

3.3 The legal relationship between the FIFA Clearing House and the parties involved in transactions processed through the FIFA Clearing House is governed exclusively by the FCH Terms & Conditions and these Regulations.

3.4 The FIFA Data Protection Regulations apply to all matters described in these Regulations, including all interactions with the FIFA Clearing House.

II.

Procedure governing the calculation and payment of training rewards

ARTICLE 4: REGISTRATION AND TRANSFER OF PLAYERS

4.1 Member Associations and clubs shall ensure that reliable, accurate, and complete player registration and transfer information is made available electronically to FIFA at all times.

4.2 Member Associations and clubs shall use an electronic player registration system, an electronic domestic transfer system, TMS, the FIFA Connect ID Service, and the FIFA Connect Interface to communicate registration and transfer information electronically to FIFA.

4.3 Each Member Association shall:

a) use an electronic player registration system, integrated with the FIFA Connect ID Service and FIFA Connect Interface, to register players; and

b) use an electronic domestic transfer system, integrated with the FIFA Connect Interface, to process national transfers.

4.4 Each Member Association shall maintain accurate and up-to-date player registration data in its electronic player registration system and the FIFA Connect ID Service at all times, including, without limitation, the following information:

a) the status of the player in accordance with article 2 of the RSTP;

b) the type(s) of football (eleven-a-side football, futsal, and/or beach soccer) that the player is registered to participate in; and

c) the category of the club(s) with which the player is registered.

4.5 Each Member Association shall maintain accurate and up-to-date data regarding its affiliated clubs (whether current or former) in its electronic player registration system and the FIFA Connect ID Service at all times, including, without limitation, the following information:

a) address and contact details;

b) current and historical data regarding club categorisation; and

c) current and historical data regarding the affiliation to the Member Association.

4.6 A club shall be categorised by a Member Association based on the criteria established in the RSTP. No other categorisation system shall be recognised.

4.7 Subject to article 17 of these Regulations, only players registered by a Member Association with a club and identified with a FIFA ID through the electronic systems described in this article shall be considered for the automatic calculation and payment of training rewards.

4.8 Member Associations are responsible for the registration information that is included in the final EPP.

ARTICLE 5: TRAINING REWARDS TRIGGER: FIRST REGISTRATION AS A PROFESSIONAL

First registration as a professional at the same Member Association where the player was most recently registered as an amateur

5.1 The first registration of a player as a professional at the same Member Association where the player was most recently registered as an amateur shall be entered or confirmed by the Member Association in the electronic player registration system, following a request from the club for which the player will be registered.

a) If the first registration as a professional is with the same club where the player was most recently registered as an amateur, the Member Association shall update the status of the player.

b) If the first registration as a professional occurs after a transfer between clubs affiliated to the same Member Association, the relevant club(s) and/or Member Association shall enter the national transfer in the electronic domestic transfer system and update the status of the player at the new club.

c) Such procedures shall be governed by specific regulations issued by each Member Association.

5.2 The electronic player registration system shall communicate the details of the first registration as a professional to FIFA through the FIFA Connect Interface within thirty (30) days of the domestic registration.

5.3 TMS will identify, from the information communicated by the Member Association, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.

First registration as a professional at the same Member Association where the player was most recently registered as an amateur – manual declaration

5.4 Where the electronic player registration system of a Member Association is not fully integrated and unable to communicate the first registration of a player as a professional to FIFA through the FIFA Connect Interface, the Member Association shall exceptionally declare that registration manually in TMS within thirty (30) days of the domestic registration, subject to the following conditions:

a) Member Associations shall request the prior written approval of the FIFA general secretariat to make manual declarations in TMS.

b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period of time. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.

c) At the conclusion of this period, Member Associations shall comply with the electronic-system obligations set out in article 4 paragraph 2.

5.5 A Member Association shall provide the compulsory data when entering this manual declaration in TMS.

5.6 A Member Association shall upload the employment contract of the player as part of the manual declaration to support the information that has been entered in TMS.

5.7 FIFA may request further documentation or information from the Member Association at any time.

5.8 TMS will identify, from the information declared by the Member Association, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.

First registration as a professional at a different Member Association from that where the player was most recently registered as an amateur

5.9 The first registration of a player as a professional at a different Member Association from that where the player was most recently registered as an amateur shall be entered in TMS as an international transfer as required by the RSTP and its Annexe 3.

5.10 TMS will identify, from the information provided in the international transfer instruction, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.

ARTICLE 6: TRAINING REWARDS TRIGGER: INTERNATIONAL TRANSFER

6.1 All details relating to the international transfer of a player within the scope of eleven-a-side football shall be entered in TMS as provided in Annexe 3 to the RSTP.

6.2 For the avoidance of doubt, any training reward payable pursuant to the RSTP shall not be included in the amount declared as transfer compensation.

6.3 TMS will identify international transfers that may trigger an entitlement to training rewards pursuant to the RSTP.

ARTICLE 7: TRAINING REWARDS TRIGGER: NATIONAL TRANSFER INVOLVING TRANSFER COMPENSATION

7.1 A national transfer shall be entered in the electronic domestic transfer system whenever a player is registered with a new club within the same Member Association.

7.2 Each Member Association shall ensure and verify, if required, the accuracy of the data declared and supporting documents submitted by its affiliated clubs in the electronic domestic transfer system.

7.3 The electronic domestic transfer system shall communicate information about the transfer and proof of (each) payment to FIFA through the FIFA Connect Interface within thirty (30) days of registration of the player or date of (each) payment.

7.4 TMS will identify, from the information communicated by the Member Association, national transfers for compensation that may trigger an entitlement to training rewards pursuant to the RSTP.

National transfer involving transfer compensation – manual declaration

7.5 Where the electronic domestic transfer system of a Member Association is unable to communicate the details of a national transfer involving transfer compensation to FIFA through the FIFA Connect Interface, the Member Association shall exceptionally manually declare the transfer in TMS within thirty (30) days, subject to the following conditions:

a) Member Associations shall request the prior written approval of the FIFA general secretariat to make manual declarations in TMS.

b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period of time. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.

c) At the conclusion of this period, Member Associations shall comply with the electronic-system obligations set out in article 4 paragraph 2.

7.6 A Member Association shall provide the compulsory data, including the transfer agreement where applicable, when entering this manual declaration in TMS.

7.7 FIFA may request further documentation or information from the Member Association at any time.

7.8 TMS will identify, from the information declared by the Member Association, national transfers for compensation that may trigger an entitlement to training rewards pursuant to the RSTP.

National transfer involving transfer compensation – exception

7.9 A Member Association may apply to the FIFA general secretariat for an exception to paragraph 3 (or paragraph 5) of this article if, in the calendar year prior to its application, there were at least one hundred (100) national transfers involving transfer compensation. If approval is granted, the Member Association is only obliged to communicate information about a national transfer involving transfer compensation if: i) the training club(s) of the relevant player is/are affiliated to

another Member Association, or ii) not all training clubs in the player's career have been identified. The following terms apply:

a) Member Associations shall request the prior written approval of the FIFA general secretariat.

b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.

c) At the conclusion of this period, Member Associations shall submit a new application for the exception.

d) Member Associations shall communicate details of the relevant national transfers within thirty (30) days, regardless of whether they believe training rewards are payable.

e) A Member Association that was granted an exception and fails to comply with this paragraph 9 shall be subject to disciplinary proceedings in accordance with article 17 paragraph 4.

ARTICLE 8: ELECTRONIC PLAYER PASSPORT (EPP)

8.1 When a training rewards trigger is identified as defined in these Regulations and in accordance with articles 20 and 21 of the RSTP, a provisional EPP for the relevant player will be generated by TMS.

8.2 The provisional EPP will be available for inspection in TMS by all Member Associations and clubs for ten (10) days after generation (inspection period).

8.3 During the inspection period:

a) a Member Association that is not listed in the provisional EPP and believes that one or more of its affiliated clubs should be included in the final EPP may request to be included in the EPP review process;

b) a club that is not listed in the provisional EPP and believes that it should be included in the final EPP may request its Member Association to be included in the EPP review process and to provide pertinent registration information. Member Associations must act in good faith when responding to this request.

8.4 Upon completion of the inspection period, the FIFA general secretariat will assess the provisional EPP for accuracy and relevance. It may discard a provisional EPP in cases where, according to the registration information available in the provisional EPP, there is no indication that the player was registered with a different Member Association. Upon the substantiated request of an interested Member Association or club, and even after a provisional EPP has been discarded, the FIFA general secretariat may, at its discretion, reopen a provisional EPP at any time.

ARTICLE 9: EPP REVIEW PROCESS

9.1 Upon completion of the inspection period and after assessment by the FIFA general secretariat as per article 8, the FIFA general secretariat will open an EPP review process in TMS and invite the following parties to participate:

a) the Member Associations that have provided registration information relating to the player through the FIFA Connect Interface;

b) their relevant affiliated club(s);

c) the new club and its Member Association;

d) any Member Association that has requested or been requested to be included (cf. article 8 paragraph 3) and their relevant affiliated club(s), at the discretion of the FIFA general secretariat; and

e) any other Member Association(s) deemed relevant by the FIFA general secretariat, at its discretion.

9.2 The EPP review process shall last fifteen (15) days. The FIFA general secretariat may, at its discretion, exceptionally extend its duration.

9.3 Member Associations may review and/or request the amendment of any registration information.

9.4 Any request to amend registration information shall be submitted in TMS by the relevant Member Association. Such requests shall include, without limitation:

a) a document corroborating the registration of the player, issued by the Member Association;

b) a copy of any relevant International Transfer Certificate, if applicable; and

c) a copy of any relevant employment contract, if applicable.

9.5 Where a former club is required to have offered a contract to a player to retain its entitlement to training compensation in accordance with the RSTP, proof of that offer and its notification shall also be uploaded in TMS by the former club.

9.6 Where a former club did not offer a contract to a player and it believes that it is still entitled to training compensation, a request shall be submitted in TMS by the club or its Member Association, including written reasons for the request and supporting evidence.

9.7 Where a training club has waived its right to receive training rewards, proof of a valid waiver shall be uploaded in TMS by the new club.

9.8 A training club that believes that a waiver submitted by the new club in relation to the registration of the player at the training club is not valid may challenge the validity of the waiver by submitting a written notice in TMS.

9.9 The FIFA general secretariat may request any party involved in an EPP review process to provide further information at any time.

9.10 The FIFA general secretariat will notify all parties in TMS when the EPP review process has been completed.

ARTICLE 10: FIFA DETERMINATION

10.1 After completion of the EPP review process, the FIFA general secretariat will evaluate any request to amend registration information.

a) Where a request is unclear or incomplete, the FIFA general secretariat may request the relevant party to provide further information within five (5) days.

b) Failure to comply with FIFA's request within the time limit shall result in the request being disregarded.

10.2 The FIFA general secretariat may request any party involved in an EPP review process, whether during or after the EPP review process, to provide its position as to the entitlement of a club to receive training rewards (e.g. with respect to the alleged registration of a player, the validity of a waiver or a contract offer).

10.3 Following the completion of its evaluation, the FIFA general secretariat will decide on the registration information to be incorporated and amended in the final EPP. In situations of legal or factual complexity, the following shall apply:

a) The FIFA general secretariat shall refer the matter to the Dispute Resolution Chamber in accordance with the Procedural Rules.

b) The complete file is transferred to the Dispute Resolution Chamber and the EPP review process is paused pending a decision.

c) The Dispute Resolution Chamber will decide on the final EPP in accordance with the Procedural Rules.

10.4 An Allocation Statement will be automatically calculated by TMS based on the final EPP, including the amount(s) to be distributed to training clubs.

10.5 The FIFA general secretariat will notify the final EPP and the Allocation Statement to all parties in the EPP review process.

a) This notification will include the decision of the Dispute Resolution Chamber and its grounds for cases covered under article 10 paragraph 3.

b) This notification shall be considered a final decision by the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes and may be appealed to the Court of Arbitration for Sport (CAS).

c) Failure to appeal by the time limit in the FIFA Statutes shall result in the EPP and the Allocation Statement becoming final and binding.

d) A valid and timely appeal to CAS shall suspend the legal effects of an EPP and of the corresponding Allocation Statement for the duration of the respective proceedings before CAS.

10.6 A final EPP for each training rewards trigger will be permanently available in TMS for inspection by all Member Associations and clubs.

a) The registration information contained in the first final EPP of a player is binding on any future final EPP of a player.

b) Where the first final EPP of a player is created before the calendar year of the player's 23rd birthday, the addition of registration information by a Member Association for subsequent years will be considered only for future final EPP processes.

c) Where a decision of the Dispute Resolution Chamber in relation to an EPP is made, the decision shall be binding on any future final EPP of a player as from the date on which the decision becomes final and binding.

d) Where a future final and binding EPP of a player contains different registration information than that which is binding in accordance with paragraph a), b) or c), the Member Association that failed to provide accurate registration information shall be sanctioned in accordance with article 17.

ARTICLE 11: PROOF OF PAYMENT OF TRANSFER COMPENSATION

11.1 For an international transfer involving transfer compensation, the new club shall upload proof of (each) payment in TMS within thirty (30) days of the date of the payment, as provided for in Annexe 3 to the RSTP.

11.2 For a national transfer involving transfer compensation, the new club shall upload proof of (each) payment in the electronic domestic transfer system within thirty (30) days of the date of the payment.

a) This information shall be validated by the relevant Member Association before being communicated to FIFA.

b) The electronic domestic transfer system shall communicate this data to FIFA through the FIFA Connect Interface.

11.3 For a national transfer involving transfer compensation that is manually declared in TMS in accordance with article 7 paragraph 5, the relevant Member Association shall upload proof of (each) payment in TMS within thirty (30) days of the date of the payment.

11.4 For the purposes of calculating the Allocation Statement, the amount declared in the proof of payment will be considered to reflect the respective transfer compensation (or instalment thereof), with 5% as a solidarity contribution having been withheld by the club making the payment, in accordance with article 1 paragraph 1 of Annexe 5 to the RSTP.

III.

FIFA Clearing House payment process

ARTICLE 12: ALLOCATION STATEMENT

12.1 Each Allocation Statement will be sent by the FIFA general secretariat to the FIFA Clearing House after it is notified and will contain all the information required to collect the relevant amount(s) and distribute payment(s) to the training club(s).

12.2 Relevant information on clubs and Member Associations available in TMS will be sent to the FIFA Clearing House for payment processing. If missing information is essential for the identification of, and initial communication to, the club(s), the FIFA general secretariat will request this information from the Member Association of the relevant club(s). Member Associations shall, where necessary, provide further contact details, including, without limitation, a valid and operational email address of the club, within fifteen (15) days of the request by the FIFA general secretariat. Failure by a Member Association to provide the contact details of its affiliated club within this time limit shall be sanctioned in accordance with article 17 paragraph 3.

12.3 The Allocation Statement will be generated as follows:

a) training compensation: after the EPP is final (article 10);

b) solidarity mechanism: after the EPP is final (article 10) and after receipt of proof of (each) payment (article 11);

c) in cases where a decision of the Dispute Resolution Chamber is rendered pursuant to these Regulations (cf. article 10 paragraphs 3 a) and b) and/or article 18 paragraph 2), after such decision becomes final and binding in accordance with the Procedural Rules.

12.4 In cases of the solidarity mechanism where the training rewards are calculated in a different currency to the euro (EUR), United States dollar (USD) or British pound sterling (GBP), the FIFA general secretariat will convert the amount of training rewards payable to EUR. The exchange rate used will be the rate on the date when the corresponding payment of transfer compensation was made. There shall be no right to challenge the exchange rate applied.

Entitlements to training rewards of an amount lower than EUR 100 (or the equivalent in another currency) will be considered discarded and will not be included in an Allocation Statement.

12.5 The FIFA Clearing House may start the Compliance Assessment in accordance with article 15 before the deadline for appeal to CAS has expired.

ARTICLE 13: PAYMENT BY THE NEW CLUB TO THE FIFA CLEARING HOUSE

13.1 Subject to the new club and training club(s) passing the Compliance Assessment and the relevant EPP and the Allocation Statement becoming final and binding, the FIFA Clearing House will issue a Request to Pay to the new club detailing the total amount due.

a) The Request to Pay will be available to the new club on the Client Portal. The FIFA Clearing House shall send a notification of the Request to Pay to the new club via email to the address obtained in accordance with article 12 paragraph 2. Notification by these means shall be considered valid to establish time limits.

b) The new club is liable for any consequences in case of failure to maintain up-to-date addresses in TMS or on the Client Portal. Notification to an address registered in TMS or on the Client Portal shall, in any event, be considered valid to establish time limits.

c) Where multiple payments pertaining to different Allocation Statements are due, the FIFA Clearing House may aggregate these payments into one Request to Pay.

13.2 Upon receipt of the Request to Pay, the new club shall pay the requested amount within thirty (30) days to the FIFA Clearing House.

13.3 The new club shall pay the requested amount, including any applicable bank fees. The FIFA Clearing House must receive the requested amount in full. The new club may not assign responsibility to pay the requested amount to any other party. The FIFA Clearing House will only accept payment of training rewards through a bank transfer from a bank account in the name of the club.

13.4 If a new club fails to pay the requested amount in full by the specified deadline, it shall be:

a) charged an administrative levy of 2.5% of the requested amount by the FIFA Clearing House, payable to each training club instead of interest for late payment; and

b) given a further seven (7) days to pay the requested amount in full by the FIFA Clearing House, including the administrative levy.

13.5 A new club that fails to pay the requested amount in full by the further deadline in accordance with paragraph 4 above shall be subject to disciplinary proceedings in accordance with article 17.

ARTICLE 14: PAYMENT BY THE FIFA CLEARING HOUSE TO THE TRAINING CLUB(S)

14.1 Upon receipt of payment from the new club, the FIFA Clearing House will generate a Distribution Statement based on the final and binding EPP and Allocation Statement, which shall include the purpose and source of each payment, to make payment(s) to the training club(s). Such Distribution Statement will be notified via email to each training club and will be available to the respective clubs on the Client Portal.

14.2 The FIFA Clearing House will make payment into the bank account (registered in the name of the training club) provided by each training club.

IV.

Compliance Assessment

ARTICLE 15: COMPLIANCE ASSESSMENT

15.1 The FIFA Clearing House has a legal obligation to monitor its business relationships and the transactions carried out during the existence of those relationships.

15.2 The FIFA Clearing House will assess all parties that are involved in the payment of money to, or receipt of money from, the FIFA Clearing House, to ensure that they comply with national and international laws and regulations in relation to, without limitation:

a) international payment sanctions;

b) anti-money laundering;

c) anti-bribery and corruption; and

d) countering the financing of terrorism.

15.3 To perform the required Compliance Assessment, the FIFA Clearing House may request an individual, club, and/or Member Association to provide information regarding the following, as applicable and without limitation:

a) corporate structure;

b) organisational structure;

c) beneficial ownership;

d) source of funding;

e) source of wealth.

15.4 Individuals, clubs, and Member Associations shall actively cooperate with a request for information from the FIFA Clearing House. The degree of cooperation of an individual, club, or Member Association shall form part of the Compliance Assessment. Lack of cooperation by the parties may result in a failure to pass the Compliance Assessment.

15.5 All documents provided to and communications with the FIFA Clearing House shall be in English, Spanish or French. Documentation in any other language shall be translated into one of these three languages, and both the original and translated documents shall be provided.

15.6 After receipt and analysis of the information requested from a party to carry out the Compliance Assessment, the FIFA Clearing House will make a first assessment and determination on whether a party passes or fails the Compliance Assessment.

15.7 Any determination of the FIFA Clearing House in relation to a Compliance Assessment shall be final and binding and shall not be subject to any appeal.

15.8 All communication between the FIFA Clearing House and parties to Allocation Statements shall be undertaken via the Client Portal.

A party involved in an Allocation Statement and not yet registered on the Client Portal shall be contacted at the address obtained in accordance with article 12 paragraph 2, with instructions to register on the Client Portal. The party shall register on the Client Portal within fifteen (15) days of the notification.

The FIFA Clearing House shall notify the party of any requests for information or documentation within the Client Portal, including applicable deadlines.

Notifications via the Client Portal and via email are both considered valid means of communication and sufficient to establish time limits.

15.9 Once the FIFA Clearing House notifies its final decision to a party, where applicable, the party shall sign the FCH Terms & Conditions.

Failure to complete the processes described in this article within the deadlines notified shall result in a failure of the Compliance Assessment.

15.10 A party will receive Accreditation by the FIFA Clearing House only once it passes the Compliance Assessment.

This Accreditation will be valid for a limited period of time, until a renewal of the Accreditation of the party is requested by the FIFA Clearing House. The validity period of the Accreditation will be established in accordance with regulatory requirements and the internal policies of the FIFA Clearing House.

ARTICLE 16: CONSEQUENCES OF A COMPLIANCE ASSESSMENT FAILURE

16.1 Where a party is subject to a First Failure of the Compliance Assessment:

a) the FIFA Clearing House will notify the Non-Compliant Party of its failure to pass the Compliance Assessment;

b) the FIFA Clearing House will not process any pending transactions, or any payments related thereto;

c) the respective Compliance Assessment shall continue, and the Non-Compliant Party shall remain obliged to pass the Compliance Assessment. The Non-Compliant Party may reinitiate the Compliance Assessment at any time through the Client Portal;

d) the Non-Compliant Party shall be subject to disciplinary proceedings in accordance with article 17; and

e) if a new transaction is received by the FIFA Clearing House that involves the Non-Compliant Party, the transaction will remain pending until the party passes the Compliance Assessment.

16.2 A Non-Compliant Party shall pass the Compliance Assessment within six (6) months of the date of the First Failure of the Compliance Assessment. Failure to pass the Compliance Assessment within this deadline shall be considered a Second Failure of the Compliance Assessment.

Where a party is subject to a Second Failure of the Compliance Assessment, article 16 paragraph 1 a), b), d) and e) shall apply.

16.3 A Non-Compliant Party shall not be subject to disciplinary proceedings if the compliance failure is due to:

a) the Non-Compliant Party being domiciled in a country or territory that is the subject of international sanctions; or

b) extraordinary circumstances beyond the Non-Compliant Party's control brought to the attention of the FIFA Clearing House during the Compliance Assessment(s).

V.

Sanctions and disputes

ARTICLE 17: SANCTIONS

17.1 Individuals, clubs, and Member Associations shall cooperate with the FIFA general secretariat and with the FIFA Clearing House on any matter related to these Regulations. They shall provide truthful and accurate information in relation to the processes described within these Regulations. All parties shall comply with requests (whether from the FIFA general secretariat or from the FIFA Clearing House) to provide any documents, information or any other material, of any nature, in its possession or which it is entitled to obtain. Whenever a party is subject to disciplinary sanctions, the level of cooperation with the FIFA general secretariat and the FIFA Clearing House shall be taken into account.

17.2 The FIFA general secretariat shall monitor compliance with these Regulations.

a) The FIFA general secretariat may refer cases of non-compliance with notices or requests for information or documentation, or any other case of non-compliance with these Regulations, to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.

b) The FIFA general secretariat may refer cases of unethical conduct in relation to these Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.

17.3 The sanction for a Member Association that fails to provide accurate registration information during an EPP review process or whose electronic player registration system and/or electronic domestic transfer system is not integrated with the FIFA Connect Interface shall be:

a) a fine; and

b) if accurate registration information is not provided due to the fault or negligence of a Member Association, or due to one or both systems not being integrated with the FIFA Connect Interface, and this results in its affiliated club being wrongly denied receipt of a training reward, an order to pay restitution to the affiliated club, in an amount equivalent to the training reward that should have been paid.

Article 17 paragraph 3 b) shall not apply if a Member Association can prove, to the comfortable satisfaction of the FIFA Disciplinary Committee, that it undertook its best efforts to provide accurate registration information and that despite such efforts, no accurate registration information could be provided.

The sanction for a Member Association that fails to provide contact information of its affiliated clubs in accordance with article 12 paragraph 2 shall be a fine.

17.4 The sanction for a Member Association that fails to automatically communicate or manually declare a training rewards trigger to FIFA shall be:

a) a fine; and

b) where, due to the failure, a club has not received training rewards that it would have ordinarily been entitled to receive, an order to pay restitution to the training club, in an amount equivalent to the training reward that should have been paid.

17.5 A club that fails to upload proof of payment in a timely manner, in cases of international transfers or domestic transfer declarations, shall be sanctioned in accordance with articles 16 and 17 of Annexe 3 to the RSTP.

17.6 The sanction for a club that fails to pay the full amount requested in accordance with article 13 shall be:

a) a fine; and

b) a ban on registering any new players, either nationally or internationally. The registration ban shall be lifted once the amount has been paid in full.

17.7 The sanction for a club or Member Association that is subject to a First Failure of the Compliance Assessment shall be:

a) for a new club:

i. a reprimand; and/or

ii. a levy of 2.5% of the calculated training rewards due, payable to the training club(s) through the FIFA Clearing House instead of interest for late payment; and/or

iii. a fine.

b) for a training club or Member Association:

i. a reprimand; and/or

ii. a fine.

17.8 The sanction for a club or Member Association that is subject to a Second Failure of the Compliance Assessment shall be:

a) for a new club:

i. a fine; and

ii. a ban on registering any new players, either nationally or internationally. For the avoidance of doubt, the Compliance Assessment shall continue until the FIFA Clearing House determines that it has been successfully passed. The registration ban shall be lifted only after the FIFA Clearing House confirms that the club has passed a subsequent Compliance Assessment.

b) for a training club or Member Association:

i. forfeiture of the training reward due to that party for the specific transaction. The Allocation Statement will be amended to direct the new club to pay the forfeited training rewards to the Member Association of the club through the FIFA Clearing House, to be used by the Member Association for development of football at national level; and

ii. any further sanction deemed proportionate, taking into account that the party has already forfeited its right to receive the relevant training reward.

17.9 For all other violations of these Regulations and/or for repeated violations of the provisions identified in paragraphs 3 to 8, the FIFA Disciplinary Committee or independent Ethics Committee (as the case may be) may determine the sanction at its discretion.

ARTICLE 18: DISPUTES

18.1 Any final decision, as identified in these Regulations, may be appealed to CAS in accordance with the FIFA Statutes, unless otherwise specified in these Regulations.

18.2 A club that:

a) did not take part in the relevant EPP review process; and

b) considers, as a result of a bridge transfer (cf. article 5bis of the RSTP), exchange of players or information declared by the new club or its Member Association (including the training category of the club), that:

i. it was incorrectly not entitled to any training rewards, or entitled to a lesser amount than should have been calculated; or

ii. an EPP review process should have taken place; and

c) considers that it is entitled to receive training rewards,

may lodge a claim against the relevant clubs in accordance with article 27 of the Procedural Rules. The Dispute Resolution Chamber shall decide such claims.

18.3 Any party that fails to provide accurate and up-to-date information as required under these Regulations may be subject to disciplinary proceedings pursuant to the FIFA Disciplinary Code.

VI.

Final provisions

ARTICLE 19: APPLICABILITY IN TIME

These Regulations shall apply to all transactions in which the trigger for the entitlement of training rewards occurs as from the day on which these Regulations enter into force.

ARTICLE 20: TRANSITORY PROVISIONS

Where the FIFA Clearing House is unable to operate for any reason related to its licensing obligations:

a) articles 4 to 12 of these Regulations shall continue to apply;

b) articles 13 to 16 of these Regulations shall be temporarily suspended until such time that the FIFA Clearing House is able to process transactions;

c) the training reward(s) as set out in any Allocation Statement shall remain due; and

d) the party obliged to pay training rewards shall make the payment, based on the final and binding EPP and Allocation Statement, directly into the bank account (registered in the name of the training club) provided by each training club. Payment shall be made within thirty (30) days of notification by the FIFA general secretariat (cf. article 10 paragraph 5). Failure to do so shall result in disciplinary sanctions as established in article 17 paragraph 6.

ARTICLE 21: REFERENCES

21.1 Articles 10 and 11 of the Procedural Rules regarding communication and time limits shall apply to articles 9 and 10 of these Regulations.

21.2 The terms set out in the FIFA Statutes and the RSTP shall apply to these Regulations.

ARTICLE 22: MATTERS NOT PROVIDED FOR

22.1 Any matters not provided for in these Regulations shall be determined by the FIFA general secretariat.

22.2 Cases of force majeure shall be decided by the FIFA Council, whose decisions are final.

ARTICLE 23: OFFICIAL LANGUAGES

If there are any discrepancies in the interpretation of the texts of the various languages of these Regulations, the English text shall be authoritative.

ARTICLE 24: INCONSISTENCY

24.1 If any part of these Regulations is inconsistent with the FIFA Statutes, the FIFA Statutes shall prevail to the extent of the inconsistency.

24.2 If any part of these Regulations is inconsistent with any other FIFA regulation:

a) if the inconsistency relates to the entitlement to receive training rewards, the RSTP shall prevail to the extent of the inconsistency;

b) in any other case, these Regulations shall prevail to the extent of the inconsistency.

ARTICLE 25: OPERATIONAL MANAGEMENT

The FIFA general secretariat is entrusted with the operational management of these Regulations and is therefore entitled to make decisions and adopt the detailed provisions necessary for their implementation.

ARTICLE 26: ENFORCEMENT

These Regulations were approved by the FIFA Council on 17 December 2025 and come into force on 1 January 2026.


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FIFA Football Agent Exam Study Materials – January 2026 edition

FIFA Football Agent Regulations



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FIFA FOOTBALL AGENT REGULATIONS

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Definitions

For the purpose of these regulations, the terms set out in the FIFA Statutes, the FIFA Regulations on the Status and Transfer of Players as well as the following definitions (initial capitals) 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.

Approach: (i) any physical, in-person contact or contact via any means of electronic communication with a Client; (ii) any direct or indirect contact with another person or organisation linked to a Client, such as a family member or friend; or (iii) any action when a Football Agent uses or directs another person or organisation to contact a Client on their behalf in the manner described in (i) or (ii) above.

Client: a member association, club, player, coach, or Single-Entity League that may engage a Football Agent to provide Football Agent Services.

Connected Football Agent: a Football Agent is connected to another Football Agent as a result of their: (i) being employed or contractually retained by the same Agency through which Football Agent Services are conducted; (ii) both being directors, shareholders in, or co-owners of the same Agency through which Football Agent Services are conducted; (iii) being married to one another, domestic partners, siblings of one another, or parent and child or stepchild; 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.

Engaging Entity: a club, member association or Single-Entity League that may engage a player or coach.

Football Agent: a natural person licensed by FIFA to perform Football Agent Services.

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.

Individual: player or coach.

Interest: (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-transferable 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.

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.

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

Regulations: these Football Agent Regulations, as amended from time to time.

Releasing Entity: a club, member association or Single-Entity League that a player or coach is leaving to be employed and/or registered by an Engaging Entity.

Remuneration: gross financial compensation for employment set out in a negotiated employment contract, which includes base salary, any sign-on fee, and any amount payable if certain conditions are fulfilled (for example, a loyalty or performance bonus). For the avoidance of doubt, any future transfer compensation agreed to and any non-salary benefits, such as the provision of a vehicle, accommodation or telephony services, are not considered in the calculation of the gross financial compensation.

Representation Agreement: a written agreement for the purpose of establishing a legal relationship to provide Football Agent Services.

RSTP: the FIFA Regulations on the Status and Transfer of Players, as amended from time to time.

RWWI: the FIFA Regulations on Working with Intermediaries.

Single-Entity League: an entity affiliated to a member association that organises a league (or leagues) and represents the common interests of its clubs, for example, by acting as the employer of all club players.

Specified Transaction: a Transaction where all of the parties involved are defined and identified.

Transaction: (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; (iv) the creation, termination or variation of an Individual's terms of employment.

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

GENERAL RULES

I.

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Article 1: Objectives

1. FIFA has 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;
   d) Improving financial and administrative transparency;
   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 international transfer system and apply:

   a) to all Representation Agreements with an international dimension; or
   b) any conduct connected to an international transfer or international Transaction.

2. A Representation Agreement will have an international dimension whenever:

   a) 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
   b) 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).

3. If the conduct is connected to a national transfer or national Transaction or a Representation Agreement governs Football Agent Services not related to Specified Transactions connected to an international transfer, the national football agent regulations of where the Client is registered or domiciled at the time the Representation Agreement is signed shall apply.

Article 3: National football agent regulations

1. Member associations shall implement and enforce national football agent regulations by 30 September 2023.

2. 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. The national football agent regulations must be consistent with these Regulations. In particular, they shall:

   a) incorporate articles 11 to 21 of these Regulations by reference;

   b) incorporate references to any mandatory element of national law;

   c) provide jurisdiction to a national-level body for the determination of any disputes, as established in these Regulations; and

   d) provide jurisdiction to a national-level body to take disciplinary measures, as established in these Regulations.

3. Member associations may introduce in their national football agent regulations stricter measures than those stipulated in articles 11 to 21 of these Regulations. They may also deviate from those provisions where they conflict with stricter mandatory provisions of the law applicable in the territory of the member association.

4. Upon request, member associations must provide FIFA with a copy of their national football agent regulations for review.

BECOMING A FOOTBALL AGENT

II.

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Article 4: General provisions

1. A natural person may become a Football Agent by:

   a) submitting a complete licence application via the Platform;
   b) complying with the eligibility requirements;
   c) successfully passing the exam conducted by FIFA; and
   d) paying an annual fee to FIFA.

2. By applying for a licence, an applicant agrees to abide by these Regulations and the FIFA Statutes, FIFA Code of Ethics, FIFA Disciplinary Code and RSTP, all of which are available on www.fifa.com.

Article 5: Eligibility requirements

1. An applicant must:

   a) upon submitting their licence application (and subsequently thereafter, including after being granted a licence):
      i. have made no false or misleading or incomplete statements in their application;
      ii. never have been 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 a member association, representing the interests of Football Agents;
      v. not hold, either personally or through their Agency, any Interest in a club, academy, league or Single-Entity League.
   b) in the 24 months before the submission of a licence application, never have been found performing Football Agent Services without the required licence;

c) in the five years before the submission of a licence application (and subsequently thereafter, including after being granted a licence):

i. never have 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;

d) in the 12 months before the submission of a licence application (and subsequently thereafter, including after being granted a licence):

i. not have held 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.

2. An applicant must satisfy the eligibility requirements:

a) at the time of their application, in order to take the exam; and

b) at all times after obtaining a licence, in accordance with article 17.

3. The FIFA general secretariat is responsible for investigating compliance with the eligibility requirements.

Article 6: Exam procedure

1. If an applicant satisfies the eligibility requirements, FIFA will invite the applicant to sit the exam.

2. The format, frequency and date of exams will be communicated by circular.

Article 7: Licence fee

1. If an applicant passes the exam, they shall pay the annual licence fee to FIFA.

2. The requirements related to the annual licence fee will be communicated annually by circular.

3. The applicant must pay the annual fee within 90 days of passing the exam. Failure to do so will result in their application being automatically declared void.

Article 8: Issue of licence

1. A licence:

a) is issued to a natural person for an indefinite period, subject to article 17;

b) is strictly personal and non-transferable; and

c) authorises a Football Agent to conduct Football Agent Services on a worldwide basis.

Article 9: Continuing professional development

1. To maintain their licence, a Football Agent shall comply with the CPD requirements on an annual basis.

2. The CPD requirements will be communicated annually by circular.

Article 10: Request for a suspension or termination of licence

1. A Football Agent may request a temporary suspension or permanent termination of their licence by submitting a substantiated request in the Platform.

2. To practise as a Football Agent in future, a person that has previously terminated their licence must complete the full licence application process as described in these Regulations.

ACTING AS A FOOTBALL AGENT

III.

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Article 11: 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 these Regulations.

3. A Football Agent may conduct their business affairs through an Agency. 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 should they violate these Regulations.

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 these Regulations
   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 12: 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 for the provision of Football Agent Services.

3. A Representation Agreement concluded between an Individual and a Football Agent may not exceed two years. This term may be extended by a new Representation Agreement only. Any automatic renewal provision, or any other provision that purports to extend any term of the Representation Agreement beyond the maximum period, shall be null and void.

4. A Football Agent may only execute one Representation Agreement with the same Individual at any one time. Before entering into a Representation Agreement with an Individual, or before amending an existing Representation Agreement with an Individual, the Football Agent shall:

   a) inform the Individual in writing that they should consider taking independent legal advice in relation to the Representation Agreement; and
   b) obtain the Individual's written confirmation that they have either obtained or decided not to take such independent legal advice.

5. A Representation Agreement concluded between an Engaging Entity or Releasing Entity and a Football Agent is not subject to a maximum duration.

6. A Football Agent may execute multiple Representation Agreements with the same Engaging Entity or Releasing Entity 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
   e) The parties' signatures

8. A Football Agent may only perform Football Agent Services and Other Services for one party in a Transaction, subject to the sole exception in this article.

   a) Permitted dual representation: a Football Agent may perform Football Agent Services and Other Services for an Individual and an Engaging Entity in the same Transaction, provided that prior explicit written consent is given by both Clients.

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; or
   b) a Releasing Entity and Engaging Entity; or
   c) all parties within the same Transaction.

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.

11. Any relevant transfer or employment agreement 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 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 or employment agreement.

13. Any clause in a Representation Agreement that:

a) limits an Individual's ability to autonomously negotiate and conclude an employment contract without the involvement of a Football Agent; and/or

b) penalises an Individual if they autonomously negotiate and/or conclude an employment contract without the involvement of a Football Agent,

will be null and void.

14. A Representation Agreement may be terminated at any time by either party if there is just cause to do so. A party revoking or terminating a Representation Agreement without just cause must compensate the other party for any resulting damage. There is just cause to terminate a Representation Agreement when a party can no longer reasonably be expected, 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;

b) a ban on taking part in any football-related activity;

c) a ban on registering new players, either nationally or internationally, for at least one entire registration period.

Article 13: Representation of minors

1. An Approach (and/or any subsequent execution of a Representation Agreement) to a minor or their legal guardian in relation to any Football Agent Services may only be made no more than six months before the minor reaches the age where they may sign their first professional contract in accordance with the law applicable in the country or territory where the minor will be employed. This Approach may only be made once prior written consent has been obtained from the minor's legal guardian.

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 CPD course on minors and comply with any requirement to represent a minor established by the law applicable in the country or territory of the member association where the minor will be employed.

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 12 paragraph 7;

b) the Football Agent has complied with paragraphs 1 and 2 of this article; and

c) the Representation Agreement is signed by the minor and their legal guardian as provided by the law applicable in the country or territory of the member association where the minor will be employed.

4. Any violation of paragraph 1 shall be sanctioned, at a minimum, with a fine and a suspension of a Football Agent licence of up to two years.

Article 14: 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.

3. The only exception to the principle in paragraph 2 of this article is when a Football Agent is representing an Individual and their negotiated annual Remuneration is less than USD 200,000 (or equivalent), not counting any conditional payments. In such cases, an Engaging Entity may agree with an Individual 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 shall not affect the fiduciary duty of the Football Agent to the Individual. 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 must be no higher than the agreed service fee in the Representation Agreement between the Individual and Football Agent.

   c) The Engaging Entity may not deduct any service fee payment made pursuant to paragraph 3 of this article from the Individual's Remuneration.

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 an employment 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 Individual's negotiated employment 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 shall be made after the closure of the relevant registration period and in instalments every three months for the duration of the negotiated employment contract.

7. Only the Remuneration actually received by an Individual shall be subject to the payment of a service fee, calculated on a pro-rata basis.

8. Where a negotiated employment contract is less than six months in duration, payment shall be made in a single instalment at the expiry of the negotiated employment contract.

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 in accordance with the law applicable in the country or territory of the member association where the minor will be employed.

10. Where a Football Agent acts on behalf of an Engaging Entity and an Individual in the same Transaction under article 12 paragraph 8 a) of these Regulations (permitted dual representation), the Engaging Entity may pay up to 50% of the total service fee due.

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.

12. A Football Agent is not entitled to receive any service fee not yet due deriving from a negotiated employment contract where:

a) the Individual transfers to another Engaging Entity before the negotiated employment contract expires; or

b) the negotiated employment contract is prematurely terminated by the Individual without just cause and the Football Agent still represents the Individual at the time of that termination.

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

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

Article 15: 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 or Engaging Entity: based on the Individual's Remuneration

   b) When representing a Releasing Entity: based on the transfer compensation for the relevant Transaction

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:

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	

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 Remuneration is above USD 200,000 (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 or an Engaging Entity or 6% if they are representing both an Engaging Entity and an Individual (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; and/or

   ii. any sell-on fee.

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.

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.

Article 16: 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 12 of these Regulations;

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;

c) avoid conflicts of interest while providing their Football Agent Services;

d) ensure that their name, licence number, 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 these Regulations;

f) pay an annual licence fee to FIFA within the deadline stipulated on the Platform, as described in articles 7 and 17 of these Regulations;

g) comply with the CPD requirements, as described in articles 9 and 17 of these Regulations;

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 Platform:

i. within 14 days of execution, amendment or termination of a Representation Agreement: 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.

k) if they conduct their business affairs through an Agency, upload to the Platform:

i. within 14 days of the first Transaction involving the Agency: its ownership structure, the identity of the shareholders, the percentage owned in its share capital and/or identity of its beneficial owners;

ii. within 14 days of the first Transaction involving the Agency: the number of Football Agents that use the same Agency to conduct their business affairs and the name of all its employees; and

iii. within 30 days of occurrence: any changes to any of the information previously provided in relation to the Agency.

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 employment contract without just cause or violate any obligations in their employment 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, club or Single Entity League 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 without limitation:

      i. failing to declare a conflict of interest (even if such conflict would otherwise be permitted in accordance with these Regulations); or

      ii. failing to report a written offer (by any means of communication) made to a 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 RSTP.

   f) Be involved, directly or indirectly, in a bridge transfer as defined in the RSTP or own or hold any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the RSTP.

   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 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

   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 17: 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 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 60 days of their licence being automatically provisionally suspended, their licence shall be withdrawn.

RIGHTS AND OBLIGATIONS OF CLIENTS

IV.

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Article 18: 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, employment 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 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) shall immediately report any breaches of these Regulations to FIFA, 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, clubs and Single-Entity Leagues, interfere in, or influence, the freedom of an Individual 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 these Regulations;

g) For member associations, clubs and Single-Entity Leagues, 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 to FIFA;

i) Permit a Football Agent or their Agency to have an Interest in them; or

j) Any other breach of these Regulations.

DISCLOSURE AND PUBLICATION

V.

FIFA®

Article 19: 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.

DISPUTES

VI.

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Article 20: 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.

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

3. Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, for disputes arising out of, or in connection with, a Representation Agreement without an international dimension, the decision-making body identified in the national football agent regulations of the relevant member association has jurisdiction to determine such disputes (cf. art. 2 par. 3).

DISCIPLINARY MATTERS

VII.

Article 21: Competence and enforcement

1. The FIFA Disciplinary Committee and, where relevant, the independent Ethics Committee are competent to impose sanctions on any Football Agent or Client that violates these Regulations, 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 (cf. article 2 par. 2); or

   b) any conduct connected to an international transfer or international Transaction.

2. 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. article 2 par. 3); or

   b) any conduct connected to a national transfer or national Transaction.

3. The FIFA general secretariat shall 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 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 Platform or TMS or sent by email to the address provided on the Platform or TMS by the parties are considered valid means of communication and will be deemed sufficient to establish time limits.

   c) Following an investigation, the FIFA general secretariat may refer cases of non-compliance with these Regulations to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.

   d) Following an investigation, the FIFA general secretariat may refer cases of ethical misconduct in relation to these Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.

FINAL PROVISIONS

VIII.

FIFA®

Article 22: Transitory provisions

1. Representation Agreements that expire on or after 1 October 2023 in force at the time at which these Regulations are approved, notwithstanding those that do not meet the minimum requirements provided in article 12 paragraph 7, shall remain valid (but not be extended) until they expire.

2. Any new Representation Agreements or renewals of existing Representation Agreements concluded after the approval of these Regulations shall be in compliance with these Regulations as from 1 October 2023.

3. A person that has executed any such Representation Agreement shall obtain a licence pursuant to these Regulations to continue providing Football Agent Services as from 1 October 2023.

Article 23: Agents formerly licensed pursuant to the FIFA Players' Agent Regulations

1. 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 exam established by these Regulations, provided that:

   a) they submit an application for a licence pursuant to these Regulations up to and including 30 September 2023;

   b) they provide proof that they were licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 editions);

   c) upon application, they comply with the eligibility requirements under article 5 of these Regulations;

   d) 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 these Regulations, pursuant to the RWWI or equivalent national regulations; and

   e) after being confirmed as exempt from the exam by the FIFA general secretariat, they comply with article 7 of these Regulations.

2. If a former licensed agent meets the relevant conditions, they shall be issued a licence in accordance with article 8 of these Regulations. They shall subsequently be subject to the ongoing licensing requirements set out by these Regulations, with the exception that they shall be required to earn a certain number of credits per CPD calendar year for five years, as set out in the annual circular.

3. The FIFA general secretariat is responsible for investigating compliance with paragraph 1 of this article.

Article 24: Recognition of national law licensing systems

1. A licensing system for sports agents established pursuant to national law, which permits a person to perform equivalent services to Football Agent Services in a country or territory, may be recognised by FIFA, where it establishes:

   a) eligibility requirements for all applicants and licensees; and

   b) a requirement for applicants to successfully pass an exam that includes questions related to football regulations or other substantial educational requirements.

2. An application for FIFA to recognise a licensing system for sports agents established pursuant to national law must be sent to the FIFA general secretariat through the Platform by the relevant member association of the country or territory where such system is applicable.

3. A person licensed to perform equivalent services to Football Agent Services in a certain country or territory in accordance with paragraph 1 of this article is exempt from the requirement to pass the exam established by these Regulations, provided that:

   a) the member association of the country or territory where such national licensing system applies has been recognised by FIFA in accordance with paragraph 2 of this article;

   b) such person provides proof that they were licensed to perform services equivalent to Football Agent Services in the relevant country or territory, in accordance with paragraph 1 of this article before the entry into force of these Regulations (see art. 28 par. 1 a) of these Regulations);

   c) upon application, they comply with the eligibility requirements under article 5 of these Regulations; and

   d) they comply with article 7 of these Regulations.

4. If an applicant pursuant to paragraph 3 of this article meets the relevant conditions, they shall be issued a licence in accordance with article 8 of these Regulations. They shall subsequently be subject to the ongoing licensing requirements set out by these Regulations, with the exception that they shall be required to earn a certain number of credits per CPD calendar year for five years, as set out in the annual circular.

5. The FIFA general secretariat is responsible for deciding any application made pursuant to this article.

Article 25: Football Agent Working Group

1. FIFA will establish a Football Agent Working Group composed of representatives of professional football stakeholders and agent organisations.

2. The Football Agent Working Group will act as a permanent consultative body in relation to any Football Agent-related matters.

Article 26: Matters not provided for

1. Any matters not provided for in these Regulations shall be determined by the FIFA general secretariat.

2. Cases of force majeure affecting these Regulations shall be decided by the FIFA Council, the decisions of which are final.

Article 27: Official languages

1. If there are any discrepancies in the interpretation of the texts in the various languages in which these Regulations are published, the English text shall be authoritative.

Article 28: Enforcement

1. These Regulations were approved by the FIFA Council on 10 December 2024 and enter into force on 1 January 2025.

Zurich, 10 December 2024

For the FIFA Council:

President: Secretary General:

Gianni Infantino Mattias Grafström






FIFA

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GUARDIANS

UP TO US

CHILD SAFEGUARDING TOOLKIT FOR MEMBER ASSOCIATIONS

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01

PRESIDENT'S FOREWORD

Millions of children around the world are involved in football. Many play, whether in organised matches or kick-abouts, some take an early interest in coaching and refereeing, and almost all follow a favourite team, learning valuable life lessons such as loyalty and team work, through thick and thin.

However they are involved in the game, what these children all have in common is the right to enjoy football in a safe environment, in a culture of respect and understanding.

FIFA's vision is to promote the game of football, protect its integrity and bring the game to all. In realising this vision, we are and will keep on leading the game in a way that ensures that involvement in football, in any form, is a positive experience for all children. We are and will work together with all the member associations (MAs) and confederations, support and guide them when needed, foster cooperation between them, listen and follow their good practice examples, which are numerous.

With this toolkit, FIFA has established guiding principles and minimum requirements that will help leaders and organisers in our sport to ensure a safe and nurturing environment for the youngest members of the football family. Such an environment, far from being a privilege, is every child's right.

FIFA President
Gianni Infantino

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02

SECRETARY GENERAL

As highlighted in FIFA Vision 2.0, our organisation is committed to the standards that are demanded of a global sport governing body. For all those under 18, this means ensuring the highest standards are met by implementing effective measures so that football is played in a safe, positive and encouraging atmosphere for all children, everywhere.

This toolkit is part of FIFA's overall vision to safeguard children, in line with article 3 of the FIFA Statutes to respect all internationally recognised human rights and to promote the protection of these rights. In addition, it aims to support implementation of the FIFA Forward 2.0 Development Programme which obliges MAs and confederations to "take measures to protect and safeguard children and minors from potential abuses and to protect their wellbeing within football" (FIFA Forward 2.0 Regulations, article 8, paragraph 1t).

Proactive efforts by FIFA and its MAs to safeguard children will not only enhance their enjoyment of and performance in football, it will set the foundations to safeguard everyone across the game and promote zero tolerance for any form of abuse or harassment within football.

Through the five principles and five steps outlined in this toolkit, we are setting minimum requirements to ensure the safety and well-being of all children in our game. We will continue to work with our members and partners to ensure the message is heard loud and clear: no form of abuse is justifiable in sports and we each have an obligation to install robust safeguarding measures to prevent it.

FIFA Secretary General
Fatma Samoura

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03

INTRODUCTION

As the global governing body for football, FIFA is committed to supporting its members to implement best practice to keep children safe and ensure involvement in football is fun for all. While FIFA does not control the day-to-day operations of our members, or their affiliated organisations and clubs who are independently organised, this toolkit sets minimum requirements for all members on child safeguarding.

Accordingly, this document will underpin our work and that of our 211 MAs and the six confederations.

It provides a framework to help members consider how they can prevent any risk of harm to children in football and respond appropriately, as called for in the FIFA Forward 2.0 Regulations, article 8, paragraph 1t).

The toolkit recognises that many MAs already have good policies, procedures and training in place and builds on the great work of our partners around the world.

It is part of FIFA's overall commitment to safeguard children[1] and will be supplemented with further guidance, templates, knowledge-sharing and training to support MAs, together with the confederations, in developing their own policies, procedures and good practices. FIFA considers this a living document that is to be updated every twenty-four months based on feedback and practical experience from our members.

[1] Reference to **article 3** of the FIFA Statutes: "FIFA is committed to respecting all internationally recognised human rights and shall strive to promote the protection of these rights" and the FIFA Code of Ethics (in particular **article 23**). In addition, the FIFA Forward 2.0 Development Programme obliges member associations and confederations to "take measures to protect and safeguard children and minors from potential abuses and to protect their wellbeing within football" (**FIFA Forward 2.0 Regulations, article 8, paragraph 1t**).



HOW WAS THE TOOLKIT DEVELOPED?

The content of this toolkit was developed by the FIFA administration together with the FIFA Child Safeguarding Working Group. Special thanks to UNICEF, the Council of Europe, the Scottish Football Association, OFC and Concacaf for their technical support and advice. Consultation and input was also received from the FIFA Development Committee and the OFC Just Play project managers.

It draws on multiple sources from MAs around the world, as well as other organisations' safeguarding policies and guidelines that are listed in the resources.

WHO IS THIS TOOLKIT FOR?



This is a resource for all stakeholders working to safeguard children in football. Specifically, it is intended for MAs:

- To promote accountability and responsibility for keeping children safe from harm when involved in any football activity;
- To self-assess and inform the development of their safeguarding policies, plans and programmes, including for human resource and training needs;
- To assist coordinators and technical staff with risk assessments and the development of safeguarding plans and programmes;
- To support practitioners, such as coaches, trainers, medical personnel, staff and volunteers, who provide services, training and programmes to children to apply good practice for effective action.

HOW TO GET THE MOST OUT OF THE TOOLKIT

Child safeguarding is the set of proactive actions MAs can take to promote the well-being of children and keep them safe from harm when involved in football.

It is an umbrella term encompassing the prevention of physical, sexual and emotional abuse, and neglect of children.

Even if good preventive measures are in place, concerns about a child may still arise. **Child protection** is an essential part of safeguarding and refers to the action taken in response to a *specific* concern for a child or children who may be suffering or is/are at risk of suffering harm or abuse. It requires referral to specialised child protection services, law enforcement agencies and expert local organisations that are trained to provide advice on and manage cases, if concerns arise.

This toolkit is meant to be interactive and assist MAs on their safeguarding journey. If you are using the printed version, you can use the space provided for notes if helpful. If using the PDF version on a computer, take advantage of the active hyperlinks as you move through the document.

If your MA is working on this issue for the first time, it may be helpful to start with an understanding of what we mean by safeguarding and child protection, as well as what we mean by abuse, its global prevalence and consequences, as well as some risk and protective factors within sport. These and other important considerations are explained in Appendix 1 "Starting on common ground".



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04

GETTING STARTED: FIVE PRINCIPLES, FIVE STEPS



This section sets out the five principles and five steps that should underpin each MA's work to prevent any risk of harm to children in football and to appropriately respond. They are based on the United Nations Convention on the Rights of the Child (UNCRC), which is the world's most widely ratified human rights treaty. Each of the five steps contain supplementary guidance notes and suggested templates that should be considered by MAs in developing their own safeguarding policies and practices, depending on what stage of the safeguarding journey they are in. The five steps are based on the practical application of the International Safeguards for Children in Sport.

THE FIVE PRINCIPLES



IN LINE WITH THE TERMS AND SPIRIT OF THE UNCRC, SAFEGUARDING CHILDREN IN FOOTBALL IS BASED AROUND THE FOLLOWING FIVE PRINCIPLES THAT APPLY TO ALL STAKEHOLDERS:



PRINCIPLE 1

We will act in the best interests of children.[2] Ensuring that children are safeguarded is part of a commitment to enhancing their enjoyment of and performance in football.

[2] This means that every action relating to a child or children in football has to take into account their best interests as a primary consideration. The word "action" includes all decisions, conduct, training, services, programmes, etc.

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PRINCIPLE 2

Children's rights, as set out in the UNCRC, will be respected and promoted throughout the game of football. Amongst other factors, this means that:

a. A "child" or "young person" is anyone under the age of 18 years. While recognising that programmes differ for young children and adolescents, hereinafter the toolkit refers to all individuals under 18 years as "children", regardless of the age of majority in the country where the child lives.

b. Every child has the right to take part in football in a safe and inclusive environment free from all forms of abuse, harassment and exploitation.

c. We will put the child before the player, referee, supporter or other role they may have in football.

d. We recognise that any form of abuse disrespects the rights of the child and will not be tolerated.

e. Children have a right to participate and be heard across the game, including by having a say in shaping safeguarding policy and practice, and for their views and opinions to be taken into consideration in all decisions and actions concerning them.

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PRINCIPLE 3

The principles and practices in this toolkit will be applied to all children and without discrimination on account of race, skin colour, ethnic, national or social origin, gender, disability, language, religion, political opinion or any other opinion, wealth, birth or any other status, sexual orientation or any other reason.



PRINCIPLE 4

Safeguarding children is everyone's responsibility, regardless of the country we are from or the role we hold in football. This means that when children are in our care we have a duty to safeguard them, without exception.

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PRINCIPLE 5

Specific roles and responsibilities must be defined within MAs and all concerns will be reported and dealt with immediately in accordance with stated procedures, in line with national legislation, and with the best interests of the child as the primary concern.

THE FIVE STEPS



Some MAs have well developed policies and procedures in place, others are just starting out on their safeguarding journey. Depending on what stage of the journey your MA is in, these five steps, taken together, are intended to help you refocus current efforts and implement minimum requirements to keep children safe in football. The steps are underpinned by recognised best practice to help you develop a long-term system of safeguarding. FIFA strongly recommends that MAs implement these steps working together with their local expert partners and relevant authorities. For those MAs that currently do not have any safeguarding measures in place, the steps should be implemented incrementally and within 24 months of the launch of this toolkit. FIFA will provide MAs with ongoing training and support, together with the respective confederations. In turn, each member should provide FIFA with progress reports on the implemented safeguarding measures on a regular basis as part of its obligation under article 8, paragraph 1t of the FIFA Forward 2.0 Regulations.

THE FIVE STEPS

TOWARDS SAFEGUARDING CHILDREN IN FOOTBALL

STEP 01 How are children involved in our game and what safeguards already exist?



STEP 02 Set out and define your safeguarding policy



STEP 03 Develop procedures and guidelines to implement your policy

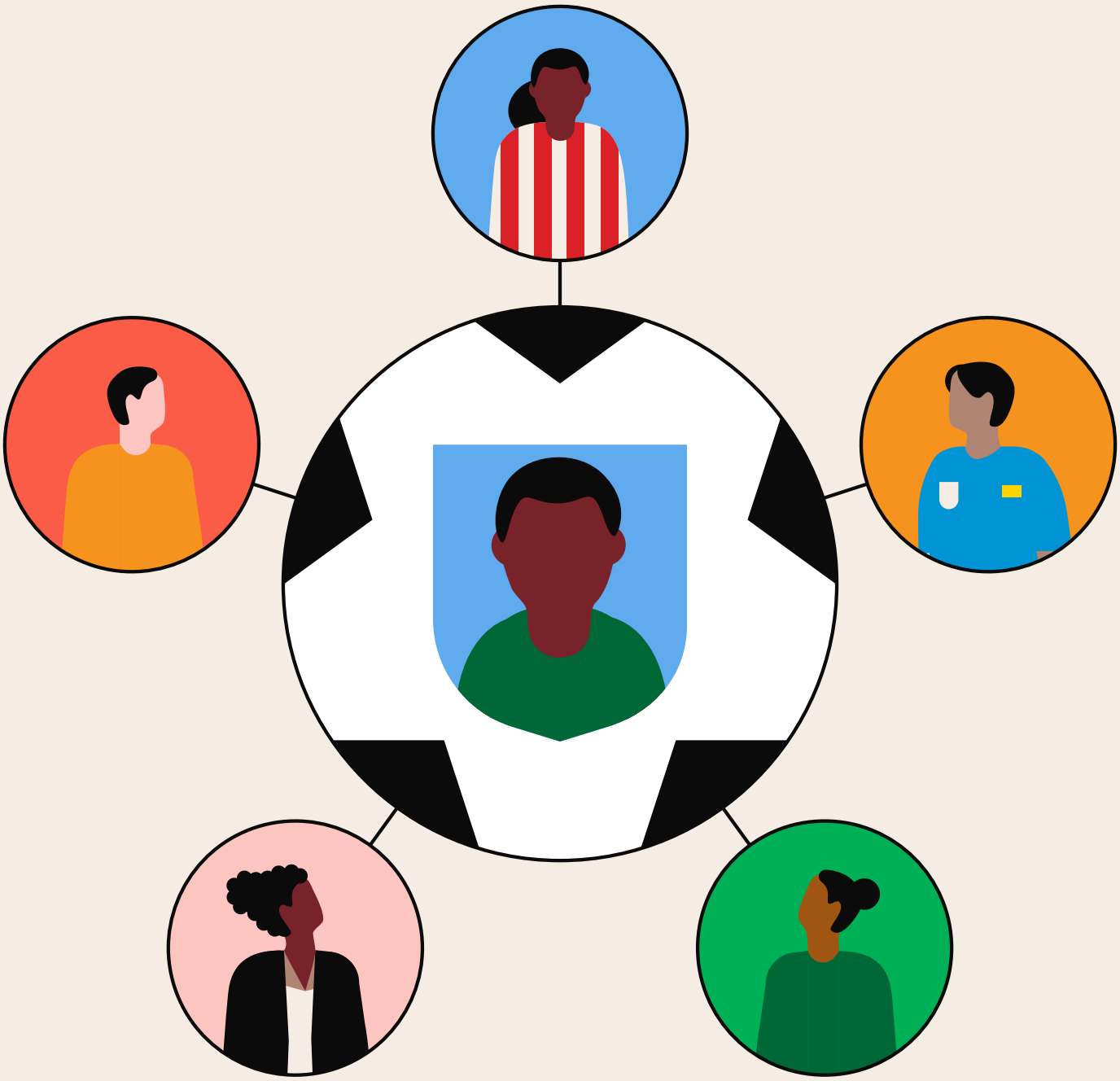


STEP 04 Communication and education



STEP 05 How will you monitor, evaluate and review your policies, procedures and guidelines?





STEP 1

HOW ARE CHILDREN INVOLVED IN OUR GAME AND WHAT SAFEGUARDS ALREADY EXIST?

STEP 1

HOW ARE CHILDREN INVOLVED IN OUR GAME AND WHAT SAFEGUARDS ALREADY EXIST?



The first step towards safeguarding children in football is to consider:

A. The ways in which children are involved in football in your country.

B. Undertaking an assessment to understand what is already in place to safeguard them. You may not consider certain actions in terms of "safeguarding", but it is likely that you are already undertaking a number of measures to safeguard children in your country.

C. What agencies and organisations exist within your country to safeguard and protect children and to promote their rights? These locally based expert agencies and organisations may be able to provide guidance and support you in safeguarding and protecting children involved in football in your country.

Understanding each of these areas in more detail will help you to decide which of the next steps you need to take and how to prioritise them.

A. The involvement of children

Ask yourself:

In what ways are children involved in our game?

Although not an exhaustive list, this could be playing in youth or adult football at any level, from grassroots to elite football, attending matches as a supporter, refereeing at any level, attending tournaments or youth academies, coaching other young people or adults, acting as a matchday mascot or as a ballboy or ball girl. It is important to consider all the ways children are involved in football at the various levels so that your policies, procedures and safeguarding measures can be developed to safeguard children across football and not only when they are playing.

(Notes)

Who are the people who interact with the children that you have identified as involved in football and what is the nature of their interaction?

This includes staff and volunteers involved in football.

(Notes)

B. What measures do you already have in place?

Ask yourself:

Is there a safeguarding policy in place that covers each of the areas where children are involved in the game? Are there procedures in place to implement this policy? Yes, no?

If not, please refer to steps 2, 3 and 4 below.

(Notes)

What steps have you taken to ensure that both children and adults involved in each of these areas understand what safeguarding is and why it is important?

If not, please refer to steps 3 and 4.

(Notes)

How do you know that what you are doing is safeguarding children?

Please refer to step 5.

(Notes)

C. Safeguarding and protecting children in your country

Ask yourself:

Do you have an understanding of the safeguarding and protection requirements[3] and arrangements that are set out in the laws of your country?

- Which laws establish your duty to safeguard children in your care or to report concerns? Note that in some countries, national legislation provides a clear mandatory requirement to report concerns of abuse.
- Are there laws or guidelines around safeguarding and practical supervision, and/or health and safety measures you should have in place for children, for example, the number of children one adult can look after at one time?

(Notes)

Which agencies and organisations are in charge of safeguarding and protecting children and/or children's rights within your country?

It is important to identify and consider engaging and establishing partnerships with these agencies and organisations, as they may be able to help and support you in safeguarding children in football in your country.

- What government departments or local agencies exist that have a statutory responsibility for promoting children's rights and child protection?[4] It is important to remember that a child

[3] "Safeguarding" and "protection" might be described differently in your country, so it is important to check with local experts and understand what laws apply to your work with children. There may, for example, be laws against sexual or physical abuse, or corporal punishment of children.
[4] For example, the Department of Health and Social Welfare, Department of Children's Services, or community-based policing units, etc.

participating in football falls under the protection measures of domestic laws of the country in which he/she is playing. In this context, statutory responsibility refers to the specialised government departments or agencies that are charged with promoting children's rights and well-being and investigating concerns and allegations of abuse.

- Where should you report concerns or seek general advice?
- Is there an independent government organisation for children's rights in your country that can provide further advice (e.g. a children's rights commissioner or ombudsman)?

(Notes)

Do you have links with other sports bodies,[5] non-governmental organisations (NGOs) or UN entities that could provide you with education, support or guidance in the area of children's rights and safeguarding?

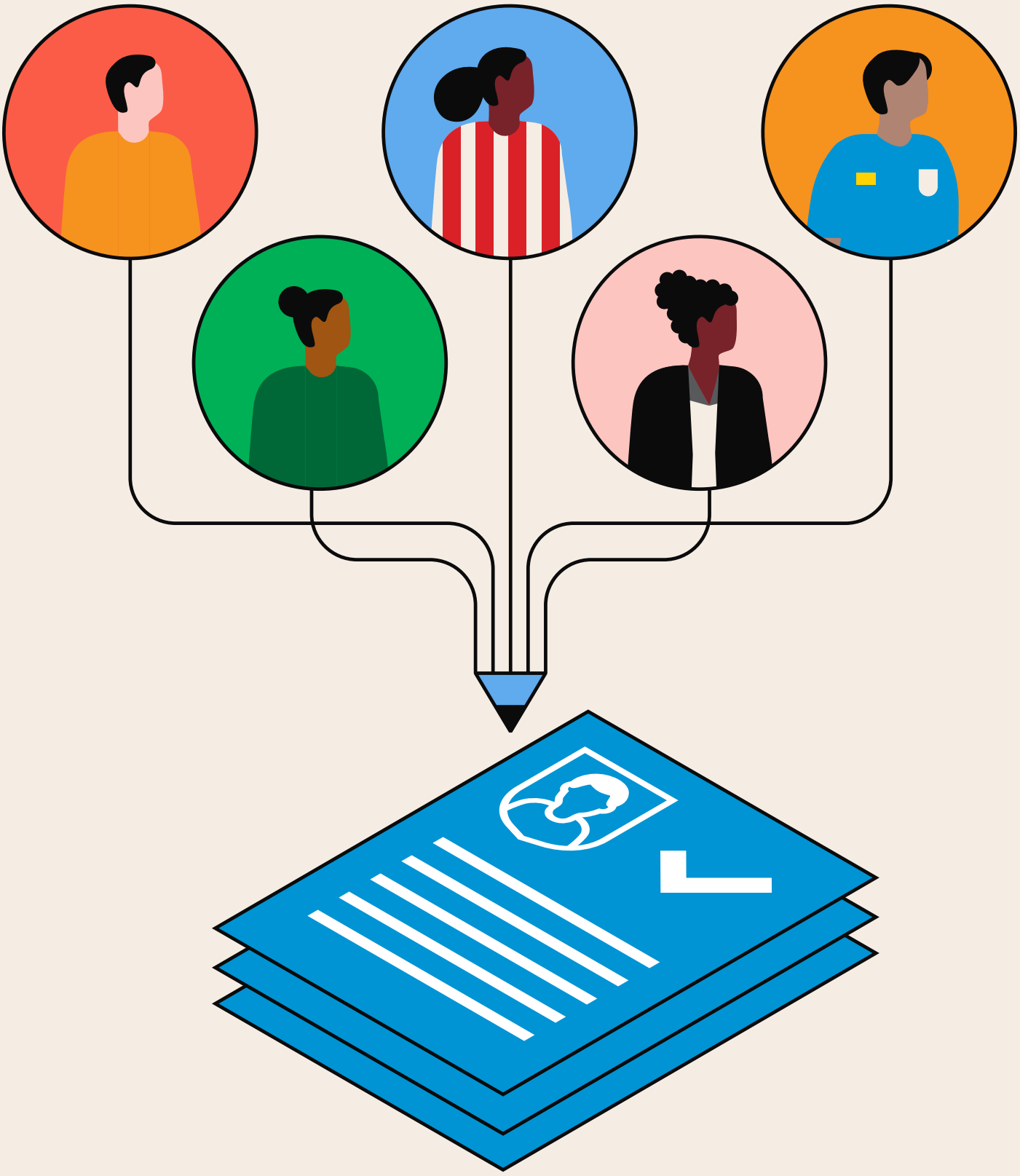
In identifying relevant national partners to engage, UNICEF can act as a contact in countries where it has local Field Offices as well as other expert NGOs in this field. They will be able to assist you with local information about the agencies and organisations that can support or help with specific referrals if cases or concerns of abuse arise.

(Notes)

Step 1 ACTION: *Having considered the questions above, and before moving on to step 2, the following tool has been designed to help you further assess where you currently stand on the safeguarding journey. Save your results for future monitoring of progress:*

FIFA organisational assessment tool for MAs.

[5] Other sports organisations or bodies in your country may have existing approaches to safeguarding that can provide examples of lessons learnt and guidance.

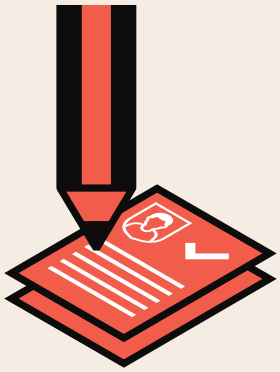


STEP 2

SET OUT AND DEFINE YOUR SAFEGUARDING POLICY

STEP 2

SET OUT AND DEFINE YOUR SAFEGUARDING POLICY



Every MA that engages directly or indirectly with children has a duty to do all it can to protect children from harm within football and to promote their well-being. A child safeguarding policy provides MAs with a formal approach to managing this duty of care. Safeguarding children is supported by having a good, clear and accessible policy in place so that both adults and children are clear on what is expected of them and others.

This step refers to the development of an "organisational policy" within MAs, meaning a policy that should be in place for all aspects of the game, all year round.

As a minimum, your policy should:

- Be approved by your executive committee or council and have an associated action plan.
- Identify a lead officer on child safeguarding.[6]
- Have a dedicated safeguarding internal steering group and/or external advisory group[7] to help the development, implementation and monitoring of your safeguarding measures.
- Be reviewed regularly, following any changes to national legislation or safeguarding practice, or as a consequence of a particular issue or case arising.
- Contain clear definitions, for example what is meant by a child, safeguarding, child protection, and abuse in line with your national legislation. An explanation of key terms can be found in Appendix 1 of this document.
- Contain clear policy statements on the five safeguarding principles noted above.

Step 2 ACTION: *Please refer to the guidelines and templates in the following appendixes to help set out and develop your safeguarding policy:*

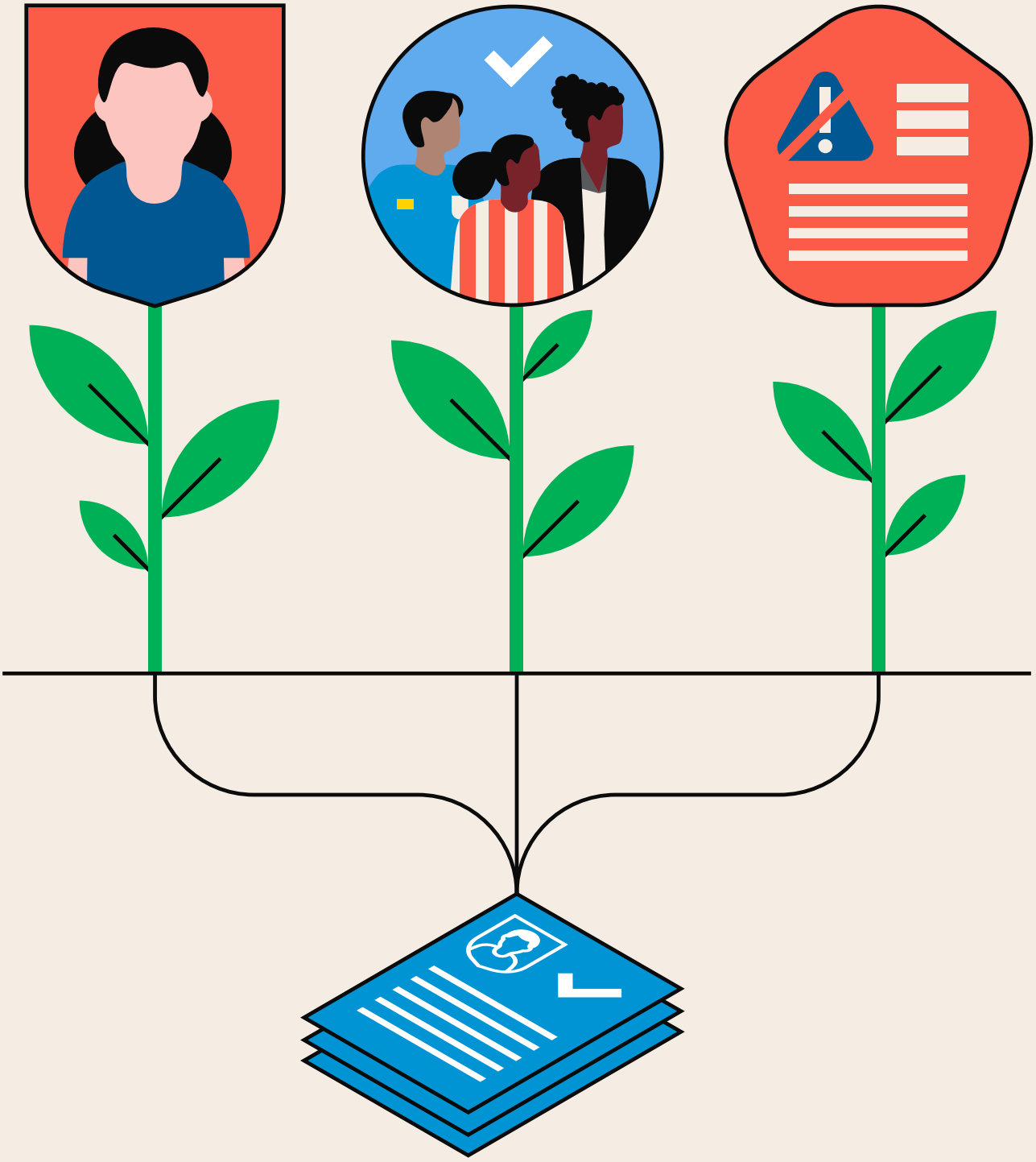
- *Appendix 2: Sample child safeguarding policy and implementation guide for MAs;*
- *Appendix 3: Guidance note for MA internal steering group and/or external advisory group;*
- *Appendix 4: Sample role description for MA safeguarding officer.*

[6] Safeguarding children in football is everyone's responsibility, but it is essential to identify a focal point or lead officer, with the support of senior management, to help drive the process and make everyone "safeguarding literate".

[7] Note that in some MAs around the world there are different boards, task forces, committees or departments that have been established to oversee safeguarding within football, such as a welfare committee or department, child welfare committee, social committee, safeguarding board, advisory group, or similar.

Good practice when starting policy development and implementation

1. Developing a safeguarding policy requires the skills and expertise of a variety of football and other sports organisations working together with local expert child protection agencies, social services, health, education, law-enforcement professionals and civil society organisations. Set aside resources to establish a working group bringing all relevant stakeholders and local experts together.
2. The child safeguarding policy should be based on an organisational self-assessment and should be accompanied by an action or implementation plan. The head of the MA should endorse the policy and provide appropriate resources and support for its implementation, especially in relation to implementing safeguarding measures and training.
3. Hold all stakeholders accountable for the policy, including within all relevant job descriptions.
4. Use simple, clear language.
5. Ensure that children's input is taken into account when developing and implementing the policy and action plan.



STEP 3

DEVELOP PROCEDURES AND GUIDELINES TO IMPLEMENT YOUR POLICY

STEP 3

DEVELOP PROCEDURES AND GUIDELINES TO IMPLEMENT YOUR POLICY



It is essential to have or develop procedures in the following three areas, in order to implement your safeguarding policy.

Note that some MAs have one combined policy document which elaborates its procedures and guidelines. For example:

- Irish Football Association (Northern Ireland): Safeguarding Children and Young People Policy & Procedures: Guidance for Staff and Volunteers: https://www.irishfa.com/media/24113/irish-fa-safeguarding-policy.pdf

- New Zealand Football Policy regarding Working with Children:

https://www.nzfootball.co.nz/asset/downloadasset?id=9df0a28b-7f6c-41ed-b8ab-984bafa01629

-U.S. Soccer, Safe Soccer Framework: https://www.safesoccer.com/

Developing procedures and guidelines to implement your policy

A. How will you respond to concerns about a child?

As a minimum, this should include clarity on:

- Who within the organisation should a concern be reported to?
- Who within the organisation is responsible for managing the concern?
- How should the concern be reported to the responsible person?
- What process will the responsible person follow, including how the concern is reported to other non-footballing agencies (e.g. statutory authorities/agencies) where appropriate?
- What should be investigated by the MA and what must be reported to local authorities and expert agencies to ensure the case is managed by competent bodies?

- Where can staff and volunteers get support when they have, or think they have, a concern about a child?

(Notes)

Step 3A ACTION: *Please refer to FIFA's supplementary guidelines and templates for MAs in Appendix 5: Guidance for MAs on dealing with concerns and/or allegations of child abuse*

B. Selecting, appointing and training people who work with children and young people

As a minimum, this should include:

- Clarity about how safeguarding will be included in role descriptions and interviews when recruiting for a role;
- Criminal record checks before appointment, where these exist within your country and where applicable to the role, to prevent unsuitable people from working with children;
- Reference checks with previous employers or volunteer agencies;
- Basic awareness and induction training that specifically includes safeguarding;
- Signing of a code of conduct by all staff and volunteers working with children that outlines expected and prohibited behaviour.

(Notes)

Step 3B ACTION: *Please refer to FIFA's supplementary guidelines and templates for MAs in the following appendixes:*

- *Appendix 6: Guidance on safe recruitment and screening procedures for MAs;*
- **Basic awareness and induction training on safeguarding*to be developed by FIFA (forthcoming);*
- *Appendix 7: Sample code of conduct for MA staff and volunteers.*

C. Guidelines for the identification, prevention or minimisation of risk to children involved in football

As a minimum, these guidelines should be developed and implemented by MAs and include:

- Information on the identification of risks to a child involved in football (conducting risk assessments);
- Expected and prohibited behaviours (signing the code of conduct);
- Minimum supervision ratios of adults to children for all activities and a definition of supervision;
- Planning and organisational arrangements, for example for visits and tournaments, including overnight stays and trips away;
- Celebration and communication arrangements, for example the use of images of children and communication via social media;
- Guidance on what to do if a child goes missing;
- Guidance on the safe use of changing rooms and showering facilities;
- Procedures or programmes for addressing any specific issues of risks that children in your country or community may face, for example trafficking, or where women and girls in particular may be at increased risk of some forms of violence and abuse.

(Notes)

Step 3C ACTION: *Please refer to FIFA's supplementary guidelines and templates for MAs in the following appendixes:*

- *Appendix 8: Risk assessment guide for member associations;*
- *Appendix 9: Guidance to MAs on safeguarding and supervision of children;*
- *Appendix 10: Guidance on planning and organising tournaments, overnight stays and away trips*
- *Appendix 11: Sample missing child policy for MAs;*
- *Appendix 12: Guidance on celebration and communication arrangements, including the use of images of children and communication via social media;*
- *Appendix 13: Guidance on the safe use of changing rooms and showering facilities.*

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Innovative approaches for addressing specific risk issues

- In South Africa, Grassroot Soccer uses the power of football to educate, inspire, and mobilise at-risk youth to overcome their greatest health challenges, live healthier, more productive lives, and be agents for change in their communities. As part of this programme, girls-only football leagues and tournaments are being organised to mobilise community support and mixed-team tournaments to engage boys as allies in ending violence against women and girls: http://africa.unwomen.org/en/news-and-events/stories/2015/06/girls-kick-violence-with-grassroot-soccer

- Addressing child trafficking and modern-day slavery through awareness raising and education: every year, thousands of young people, particularly from Africa, Asia and South America, are told they can be the next football star in Europe. They are at risk of being sold a false dream by agents and academies who may aim to exploit them for profit and economic gain. If child trafficking through football is a concern in your country, education to raise awareness and address the risks of exploitation can be found here: www.mission89.org

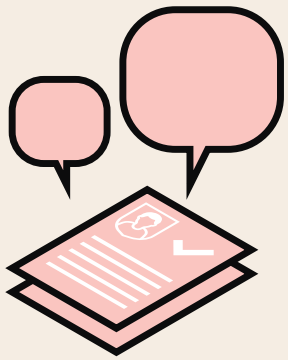


STEP 4

COMMUNICATION AND EDUCATION

STEP 4

COMMUNICATION AND EDUCATION



Policies, procedures and guidelines will not in themselves safeguard children involved in football.

Communication and education are therefore essential to ensure understanding of safeguarding measures and principles and what they mean for everyone in football.

The first step is to map out all the roles in your organisation and to what extent each role involves children. This will help your organisation to determine what level of safeguarding training is needed for the role. For example, adults that are taking children on trips away will need additional training on how to ensure that safeguarding measures are in place to keep them safe while away from home.

As a minimum, education should include:

- Awareness-raising for everyone coming into contact with children and young people in football. This should include how to recognise and respond to concerns and standards of expected behaviour.
- Education for those requiring more specialist knowledge, such as staff who will be managing child-related concerns or recruiting people to work with children.
- Awareness-raising for children and their families, in particular to empower them to prevent, detect and report abuse and ensure that they know whom to speak to if they have any concerns.
- A visible or easily available code of conduct or "charter" for children and parents or guardians on championing childhood.

Step 4 ACTION: *Please refer to FIFA's supplementary guidelines and templates for MAs in the following appendixes:*

- *Appendix 14: How to recognise and respond to abuse and standards of expected behaviour.*

Awareness-raising for children and their families:

- *Appendix 15: Sample code of conduct for children;*
- *Appendix 16: Information/sample code of conduct for parents and guardians;*
- **Note that FIFA's safeguarding training course and materials (forthcoming) can be used to raise awareness.*

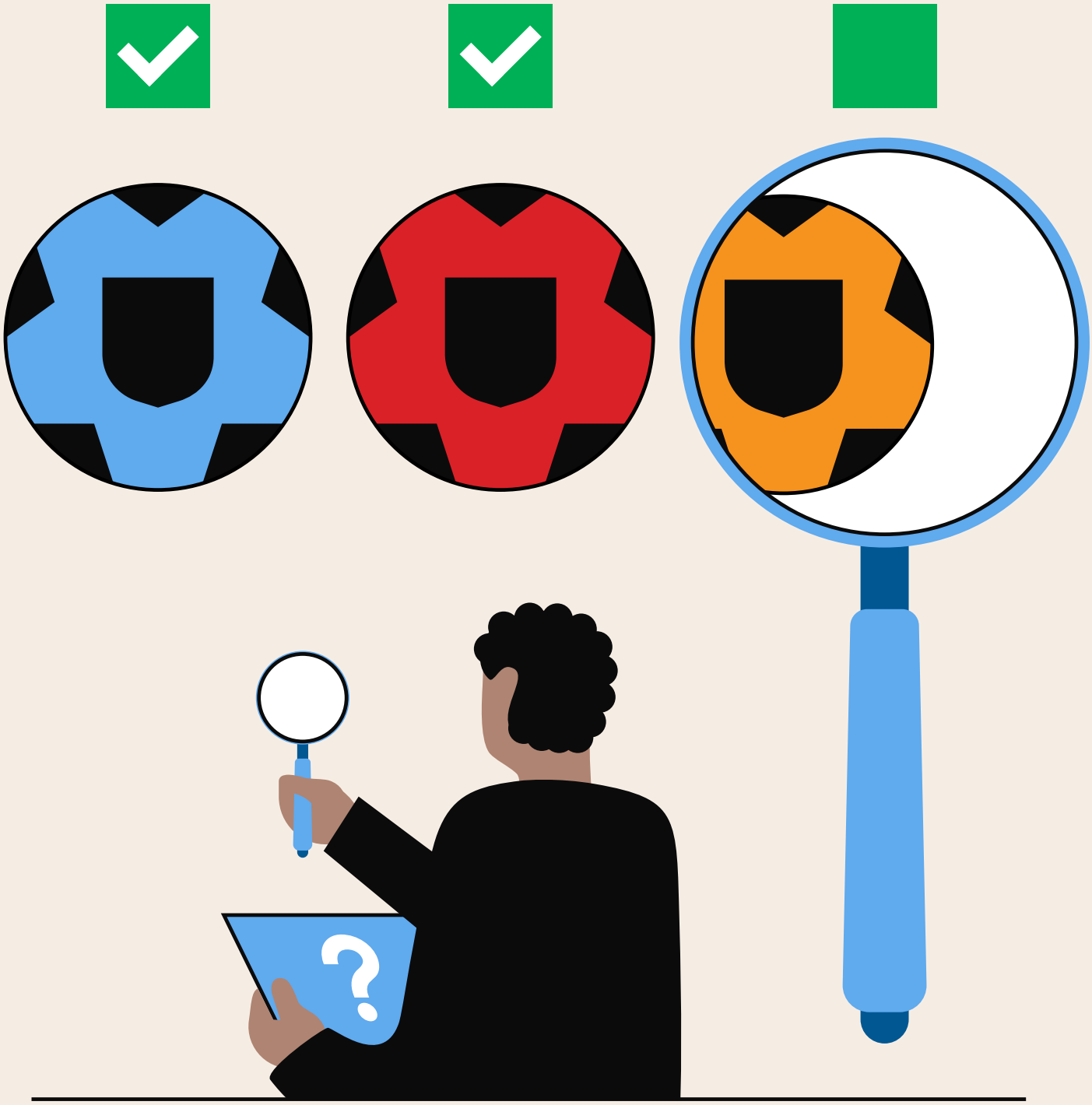
Innovative approaches to education and awareness-raising

- The New Zealand Football Association has created an awareness-raising and educational video to promote its policy. It was created with the help of the New Zealand Police and supported by Oranga Tamariki (Ministry for Children). The video can be viewed here: https://www.nzfootball.co.nz/newsarticle/61611
- *Child Protection in Football: What Every Coach Needs to Know.* This booklet has been developed for coaches working with children between the ages of six and 18 years: https://www.unicef.org/easterncaribbean/ECAO_Child_Protection_in_Football.pdf

The child safeguarding policy, procedures, codes of conduct and all related training and awareness-raising material should be easily available at all times on the MA's website.

Good practice when starting educational programmes

1. To embed safeguarding measures across football in your country, information should be included in the general educational programme for coaches, referees, managers, etc. The FIFA basic safeguarding awareness course can be used for this purpose.
2. In the development of more detailed courses and education on safeguarding, consult national experts in relevant fields, e.g. sports psychologists, child protection experts, other sports bodies, etc.
3. Educational programmes should include information on, and definitions and examples of types of abuse, and the relevant legal framework in your country.
4. Clarify who your target group is, and prepare tailored educational materials. Safeguarding training should be arranged and tailored to specific roles and responsibilities within football.
5. Consult and include the voices of children in the development of educational programmes in your country.
6. Use new media (webinars, online tutorials) if possible but remember that face-to-face information and training on safeguarding is also really important.
7. Install an accreditation system for training to stimulate the participation of staff.
8. Initiate a "train the trainers" (ToT) programme for roll-out.



STEP 5

HOW WILL YOU MONITOR, EVALUATE AND REVIEW YOUR POLICIES, PROCEDURES AND GUIDELINES?

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STEP 5

HOW WILL YOU MONITOR, EVALUATE AND REVIEW YOUR POLICIES, PROCEDURES AND GUIDELINES?



Monitoring and evaluating your policy and how it is implemented is an essential part of keeping children safe. This should include a process for reviewing any concerns that are received, as well as measures for success if your policy, procedures and guidelines are implemented. For example:

- How will you check that everyone is attending the training they are meant to attend, including when new people join?
- How will you ensure the code(s) of conduct is/are being read, understood and signed?
- How will you ensure that the code of conduct is being implemented in practice?
- How will you ensure that children know who to speak to if they are worried or anxious about anything?
- How will you assess risk on an ongoing basis, both in relation to a particular activity and generally?
- How will you know if your policy is effective?

Step 5 ACTION: *Please refer to FIFA's supplementary guidelines for MAs in Appendix 17: Guidance on monitoring and evaluation.*

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WHAT THIS TOOLKIT DOES NOT DO:

- Replace what MAs currently have in place in terms of policies, procedures and training on child safeguarding.
- Affect the regulations in place regarding the recruitment of players into professional football. Existing provisions in the FIFA Regulations on the Status and Transfer of Players remain.
- Address abuse of those over the age of 18. However, proactive efforts by MAs to safeguard children will form a basis to safeguard everyone across the game and will create a culture of respect and zero tolerance for any form of abuse or harassment within football.
- Provide complete guidance for implementation (for example, safeguarding children at tournaments and competitions). While recognising the need for a comprehensive, system-wide approach to safeguarding from national to community-level football, from grassroots to elite levels, the toolkit offers information to help MAs **focus on a set of principles and minimum requirements**. Note that FIFA is currently developing an event-safeguarding programme for FIFA tournaments and events together with experts in this area and will share further guidelines on event-safeguarding in due course.
- Include all current, evidence-supported practices globally. Innovative approaches and programmes to safeguard children in football are currently being adapted and implemented in many countries. The toolkit focuses on the core components that need to be in place, based on the current experience of MAs and other sports organisations around the world. FIFA considers this a living document that is to be regularly updated and reviewed every twenty-four months, based on feedback and practical experience from our members, and evolving best practices in safeguarding across all sports.

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LIST OF RESOURCES

- Cayman Islands Government, Ministry of Community Affairs, Youth and Sports - Child Abuse Prevention Policy for National Sports Associations
- Concacaf Safeguarding Awareness for Coaches
- Cook Islands Football Association (CIFA) Child Protection Policy, January 2017
- The Football Association, Safeguarding Children Policy and Procedures
- Football Association of Ireland, Child Welfare Policy
- Football Federation Samoa (FFS), Child Protection Policy, January 2017
- INSPIRE: Seven strategies for ending violence against children (WHO, 2016)
- New Zealand Football Association, NZF Policy regarding Working with Children
- Northern Ireland Football Association, Safeguarding Children and Young People Policy and Procedures: Guidance for staff and volunteers
- NSPCC Child Protection in Sport Unit (CPSU) materials
- Pro Safe Sport and Council of Europe "Start to Talk" materials
- Safe Soccer USA, Safe Soccer Framework
- The Scottish Football Association, Child Wellbeing and Protection in Scottish Football
- The International Safeguards for Children in Sport (2014)
- Terre des hommes, Child Safeguarding Policy
- UEFA Child Safeguarding Policy, 2019
- UNICEF, Office for the Eastern Caribbean Area, *Child Protection in Football: What Every Coach Needs To KnowEvery Coach*

APPENDIX 01

STARTING ON COMMON GROUND

When thinking about our principles and implementing the five steps towards safeguarding children in football, there are some terms that are important to understand.

The following definitions have been adopted in line with the International Safeguards for Children in Sport.

Child: a person under the age of 18 years.

Child abuse: an act or omission that harms a child (in other words, an individual may abuse a child directly, or may be indirectly responsible for abuse because he/she fails to prevent another person from harming that child). It can be physical, emotional, sexual or by neglect. It can take place in person or online. Although typically thought of as an adult mistreating a child, children can also harm other children. This is especially in relation to bullying.

Safeguarding: the action taken to ensure that *all* children are safe from harm when involved in football. It means proactively doing everything possible to minimise risk and prevent abuse of children.

Child protection: refers to the action taken in response to a *specific* concern for a child or children who may be suffering or at risk of suffering harm or abuse. Child protection is an essential part of safeguarding and requires referral to specialised child protection services, law-enforcement agencies and expert local organisations[8] who are trained to advice on and manage cases, if concerns arise.

It is important to know that the terms "violence against children" and "child abuse" are often used interchangeably.

The following have been adapted from key UN documents to further explain what is meant by "different types of abuse"[9]. Legislation in your country will set out and define these.

Physical abuse is deliberately physically hurting a child and includes any punishment in which physical force is used and intended to cause some degree of pain or discomfort, however light. It mainly involves hitting ("smacking", "slapping") children with the hand or with an implement – a whip, stick, belt, shoe,

[8] In some contexts, statutory public services may not exist or be operational, in which case it is important to map out and build partnerships with trusted local organisations/NGOs who are trained in this area.

[9] General Comment No. 13 (2011) "The right of the child to freedom from all forms of violence"; General Comment No. 8 (2006): "The Right of the Child to Protection from Corporal Punishment and Other Cruel or Degrading Forms of Punishment"; UN Resolution A/RES/73/148 adopted by the General Assembly on 17 December 2018 on sexual harassment; Protecting children from bullying – Report of the Secretary-General (2018, A/73/265).

wooden spoon, etc. But it can also involve, for example, punching, kicking, shaking, throwing, scratching, pinching, biting or burning them or breaking their bones.

Emotional abuse is the persistent emotional maltreatment of a child. It is also sometimes called psychological abuse and it can have severe and persistent adverse effects on a child's emotional development. Emotional abuse may involve deliberately telling a child that he/she is worthless, or unloved and inadequate. It may include not giving a child opportunities to express his/her views, deliberately silencing him/her, or "making fun" of what he/she says or how he/she communicates. Emotional abuse often occurs as a pattern of deliberate, prolonged, repeated non-physical behaviour within a power-differentiated relationship. Emotional abuse may involve bullying – including online bullying through social networks, online games or mobile phones – by a child's peers.

Bullying (or cyberbullying if conducted online) is unwanted, repeated and intentional, aggressive behaviour usually among peers, and can involve a real or perceived power imbalance. It can include actions such as making threats, spreading rumours or falsehoods, attacking someone physically or verbally and deliberately excluding someone.

Neglect is the failure to provide for a child's basic needs when those responsible for their care have the means, knowledge and access to services to do so, whether it be adequate food, clothing, hygiene, supervision or shelter, that is likely to result in the serious impairment of a child's health or development. It also includes failure to protect a child from exposure to danger.

Sexual abuse is the inducement or coercion of a child to engage in any unlawful sexual activity. It occurs when adults exploit children sexually for their own gratification. It may involve physical contact, such as assault by penetration (for example, rape) or nonpenetrative acts, such as kissing, rubbing and touching children's private body parts.

Sexual abuse does not necessarily involve contact; examples include involving children in the production of sexual images, forcing children to look at sexual images or watch sexual activities, encouraging children to behave in sexually inappropriate ways or grooming a child in preparation for abuse by gaining their trust (including via social media). In the majority of cases, the perpetrator is a person the child knows and trusts with sexual abuse often perpetrated in isolated, one-on-one situations.

Sexual harassment encompasses a continuum of unacceptable and unwelcome behaviour and practices of a sexual nature that may include, but are not limited to, sexual suggestions or demands, requests for sexual favours and sexual, verbal or physical conduct or gestures, that are or might reasonably be perceived as offensive or humiliating.

The following information may help you understand why safeguarding children is important.

Global prevalence and consequences: According to the World Health Organization[10], it is estimated that one billion children globally – over half of all children aged between two and 17 years – experience some form of emotional, physical or sexual abuse each year. Research documents that girls are particularly vulnerable to sexual abuse. For example, the prevalence of childhood sexual abuse is estimated at 18% for girls, and 8% for boys. Disabled children are three to four times more likely to experience physical and sexual abuse and neglect than their non-disabled peers. Despite its high prevalence, abuse is often hidden, unseen or under-reported and is most often perpetrated by people children know and trust. Furthermore, if girls and boys do report abuse, they are often stigmatised or not believed, and no action is taken.

Though no global data exists on the extent of abuse in sport, in recent years it has become increasingly evident that sport is not always a safe space for children, and that the same types of abuse sometimes found in homes, schools and communities can also occur in sport programmes. In the world of football, as in other sports, research and recent court cases have revealed that playing football may expose children to abuse, and footballers' own accounts of historic (non-recent) sexual abuse point to vulnerabilities within the game.

In terms of its impact, the immediate and long-term consequences of abuse can undermine children's education, health, and well-being, and may impact their productive capacity in later life. Strong global evidence shows that child abuse increases risks of: physical injury; HIV and other sexually transmitted infections; mental health problems; delayed cognitive development; poor school performance and dropping out of schools; early pregnancy; reproductive health problems; and communicable and non-communicable diseases.

What are some of the risk factors for abuse within sport?

- Potential risk situations: changing rooms, showers, carpooling, overnight stays, away trips;
- Tolerance for bullying, including amongst peers;
- High tolerance of physical violence and injuries;
- Dominance and unequal power relationships, for example between managers or coaches and their athletes;
- Inappropriate adult-child relationships and abuse of positions of trust;
- Discrimination and gender inequality;
- Social tolerance for abusive relationships or behaviour: a key factor

[10] INSPIRE: seven strategies to end violence against children. WHO, 2016

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that makes children, particularly girls, vulnerable to abuse;

- Reputation and scandal avoidance: leading to incidents being silenced or unreported, sometimes leading to the continuation of the abuse;
- Lack of clear policies and procedures, especially at national and local levels.

What are some of the protective factors against abuse in sport?

- Organisations have a culture of respect and zero-tolerance towards any form of abuse at all levels.
- There are clear policies and procedures in place that are well known by all, including children, young people, and their families, with a designated contact person.
- Incidents and allegations are taken seriously and followed up.
- Organisations promote a better understanding of the issues through education and awareness and are committed to deterring those who may wish to use sport as a means of gaining access to children for inappropriate reasons.
- Caring and committed staff and volunteers at all levels of the game.

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APPENDIX 02

SAMPLE CHILD SAFEGUARDING POLICY AND IMPLEMENTATION GUIDE FOR MAs

Policy statement

Our association is committed to providing football in a fun, safe and respectful environment for all children. We recognise children's right to be free from all forms of abuse and acknowledge our duty of care to safeguard them.

Purpose of the policy

This policy provides a framework to ensure that children are safeguarded in the delivery of our sport. It will be accompanied by codes of conduct, guidelines and procedures to support implementation. It applies to all those under 18, without discrimination of any kind. We acknowledge that some children can be particularly vulnerable to abuse (e.g. disabled children, or those on elite pathways), and we accept the responsibility to promote their inclusion, safety and well-being across our game.

Scope of the policy

This policy applies to the following people (this is not an exhaustive list): coaches/instructors; medical staff; managers; administrators and coordinators; volunteers; parents/guardians; peer/youth mentors; implementing partners; consultants/contractors/subcontractors.

It covers the following definitions:

Child: a person under the age of 18 years.

Child abuse: an act or omission that harms a child. Abuse towards a child can be carried out by an adult or by another child. It can be physical, emotional, sexual or by neglect. Abuse can take place in person or online.

Safeguarding: the action taken to ensure that all children are safe from harm when involved in football. It means proactively doing everything possible to minimise risk and prevent abuse of children.

Child protection: refers to the action taken in response to a *specific* concern for a child or children who may be suffering or are at risk of suffering harm or abuse. It is an essential part of safeguarding and requires referral to specialised child protection services, law-enforcement agencies and expert local organisations who are trained to advice on and manage cases, if concerns arise.

As part of our policy we will:

- Appoint a safeguarding officer.
- Set up an internal steering group to guide our work and/or an external expert advisory group.
- Map out, identify and establish partnerships with local child protection authorities/agencies and civil society organisations with expertise in this area that can provide help and advice.
- Ensure appropriate and immediate action is taken to address allegations of abuse through referral of concerns to the relevant statutory authorities.[11]

[11] In some contexts, the relevant statutory authorities may not exist, so it is important to map out and build partnerships with expert local organisations/NGOs who are trained and competent in this area.

- Develop an implementation/action plan to promote and install safeguarding measures across the MA.
- Prevent the employment/deployment of unsuitable individuals (staff and volunteers) in football through safe recruitment and screening procedures.
- Ensure everyone understands their roles and responsibilities in respect of safeguarding in football and provide all staff and volunteers with appropriate training when joining the organisation, as well as provide further training and updates on a regular basis (at least annually).
- Require all members of staff and volunteers to sign and comply with the code of conduct.
- Manage concerns of poor practice and breaches of the code of conduct through the relevant competent body of the MA.
- Ensure children are informed of their rights and understand where to go if they have concerns or need help.
- Ensure investigatory, disciplinary and appeals processes are in place to appropriately manage allegations, reports and cases where staff or volunteers have been found to have breached this policy and the code of conduct. Case management and support for victims of abuse (or alleged victims), and those accused, will be undertaken by the relevant authorities. Any internal MA investigation will be put on hold until statutory investigations are complete, so that internal processes do not compromise statutory or criminal investigations.
- Ensure that confidential and accurate records of concerns, allegations, and reports and submitted evidence provided are maintained and securely stored.
- Ensure that we continually evaluate how children are involved in football in our country and review our safeguarding practices on a regular basis, at least annually, to ensure that we learn and improve safeguarding, in keeping with evolving best practices and national legislation. Furthermore, we will proactively consult with children with the guidance of local agencies and partners.

This policy, and its accompanying code of conduct, procedures and guidelines, will be widely promoted and made available on the ..... [insert name of member association] website.
Failure by staff and volunteers to comply with this policy will be investigated and may result in dismissal. The implementation/action plan below will be used to help us with the planning and prioritising of our work.

Lead officer: the safeguarding officer of ..... [insert name of member association] is ..... Contact: tel.: ..... email: .....

Monitoring:

This policy will be reviewed annually together with expert local organisations/NGOs, or more urgently in the following circumstances:

- changes in national legislation, policies and services related to children's rights, child protection and safeguarding;
- as a result of any other significant change, or event or specific case arising.

Approved by:

.....

Executive committee or council (Last reviewed on 2019)

SUGGESTED MA IMPLEMENTATION/ACTION PLAN FOR SAFEGUARDING

*(*adapt as necessary to your context or stage of safeguarding)*

ACTION	PRIORITY LEVEL (1-5) WITH 1 BEING HIGHEST PRIORITY	PERSON/GROUP RESPONSIBLE	RESOURCES REQUIRED	COMMENTS & NOTES	TARGET COMPLETION DATE	COMPLETED YES/NO/IN PROGRESS
MA safeguarding assessment						
Safeguarding workshop held with key stakeholders, staff and volunteers						
Policy adopted by executive committee or council						
Safeguarding officer appointed						
Advisory group/ steering group established						
Safe recruitment guidelines developed and adopted						
Procedures and guidelines in place to minimise risks to children – risk assessment tool adopted						
Process for responding to concerns agreed within the MA and with local partners, which is clearly understood and communicated to all staff and volunteers						
Communication, training and education plan to: -widely promote the agreed reporting lines -train all staff and volunteers on safeguarding -promote the MA's policy and code of conduct						
Monitoring and evaluation plan in place						



APPENDIX 03

GUIDANCE NOTE FOR MA INTERNAL STEERING GROUP AND/OR EXTERNAL ADVISORY GROUP

As an MA works to embed its child safeguarding policy and safeguarding measures across the organisation, it is essential to develop a governance or oversight structure in support of this policy and to appoint a designated child safeguarding officer. This will also help the MA mitigate for potential risks that may surface in the future. Furthermore, ownership by and the ongoing support from senior management are essential to ensure that the safeguarding policy and measures are taken seriously, adopted and properly implemented throughout the organisation. The MA can also establish an internal safeguarding steering group (SSG) or provide oversight through one of its standing committees (e.g. governance committee, social committee, development committee, etc.). Both options require that individuals with safeguarding lead responsibility within the MA are provided with appropriate training and ongoing support.

Where a dedicated SSG is tasked with overseeing child safeguarding within the MA, the group should be crossorganisational and should include colleagues appointed from all relevant divisions and departments that interact directly with children. The SSG should meet regularly, at least on a quarterly basis and more often at the outset, to ensure accountability and to promote, properly implement and regularly review the safeguarding measures in place across the MA. It may also consider any more urgent changes that might be needed as a result of a recent case or changes to legislation or best practices.

In addition, and depending on the country, it is highly recommended to identify and establish an agreement with local child protection and safeguarding agencies and non-governmental organisations with expertise in this area.

Establishing an external advisory group with local expertise will help to ensure that ongoing guidance and support is consistently available to the MA and that country-specific issues or practices that might risk harm to children in football are identified and considered within the MA's safeguarding measures. In addition, the expert advisory group will be able to advise on referrals to support services for children who may be harmed or at risk of being harmed. A key purpose of this expert advisory group will be to advise the MA on its ongoing actions and regularly review child safeguarding measures, as well as provide support to the safeguarding officer and/or SSG in their duties. It can also advise and support the MA's ongoing safeguarding training and capacity-building activities.

The MA should aim to identify and establish positive working relationships and partnerships with local child protection and safeguarding agencies and NGOs as a priority since they are best placed to provide advice and support locally. FIFA will be pleased to assist with this process together with its partners and respective confederation and to signpost and provide introductions wherever possible. When establishing and appointing a network of trusted local partners as part of its expert advisory group, MAs should consider the following criteria:

- a proven good understanding of children's rights, safeguarding and child protection legislation and guidelines in your country (essential);
- a track record in successfully delivering capacity-building/training on safeguarding measures and child protection (essential), and preferably in sport locally (non-essential);
- a national reach and proven record in working with civil society (essential), and a track record of working with other sports organisations (non-essential);
- an understanding of the culture and existing child protection government agencies and systems (essential);
- reference(s) from trusted organisation(s) such as UNICEF and/or international child rights agencies (essential);

APPENDIX 04

SAMPLE ROLE DESCRIPTION FOR MA SAFEGUARDING OFFICER

MAs should appoint an experienced child safeguarding officer, or at least one person within the MA to act as a safeguarding focal point until a dedicated person can be appointed.[12] The title of and number of people appointed to this role will vary by country.[13] The key objectives of this role should be:

1. To act as the focal point and lead for all safeguarding matters.
2. To ensure safeguarding training is implemented, to promote safe practices and minimise risks of abuse in football.
3. To map out and establish partnerships with local authorities/agencies and civil society organisations with expertise in this area. FIFA and its partners, such as UNICEF and its local Field Offices, will be able to assist with general guidance and local information about organisations. A full list of UNICEF Field Offices can be found here: https://www.unicef.org/about/structure/index_field.html.
4. To manage referrals to statutory authorities/agencies and local organisations if incidents or concerns of abuse arise. The officer should keep an updated list of names and contacts of local authorities/agencies and partner organisations readily available at all times.

He/she will need to work closely with the SSG and/or expert advisory group (where established) in the delivery of their duties to implement the MA's safeguarding policy.

Duties and responsibilities of the safeguarding officer:

- Playing a lead role in developing the association's approach to safeguarding children in football
- Identifying and establishing partnerships with local authorities/agencies and civil society organisations/NGOs with expertise in this area
- Carrying out risk assessments when required and on an ongoing and regular basis, to ensure that football programmes, practices or activities (e.g. training and matchday procedures) consider safeguarding measures
- Ensuring risk assessments are undertaken by other staff and volunteers (and not only by the lead officer), to ensure that practitioners are also proactive in assessing risks and in revising and adopting further safeguarding measures that may be needed
- Ensuring that staff, volunteers and all stakeholders are familiar with the MA's safeguarding policy, code of conduct and safeguarding measures

[12] If a person within the MA is appointed to act as a safeguarding focal point but is unfamiliar with this issue, he/she should work closely with the expert advisory group to support him/her in this role. Training will also be made available to support this function.

[13] MAs around the world have different names and titles for such a role, including Risk Management Coordinators, Safeguarding Officers, Welfare Officers, Child Protection Officers, etc. The titles and number of appointed positions, and their level of responsibility, will vary across countries and contexts.

- Providing or arranging safeguarding training and education for all new staff and volunteers and ensuring that existing personnel receive ongoing training and updates on safeguarding on a regular basis
- Advising management on ongoing training needs and maintaining a central filing system to keep track of the number of staff and volunteers who have completed safeguarding training. Liaising with HR (where established) as necessary
- Reporting allegations of poor practice[14] and breaches of the MA's code of conduct to the relevant competent body of the MA
- Managing referrals to statutory authorities/ agencies and local organisations if cases or concerns of abuse arise
- Acting as the central point of contact for internal and external individuals and agencies on safeguarding matters
- Representing the association at external meetings related to safeguarding
- Taking a lead role in maintaining and reviewing the association's implementation plan, together with the executive committee or council
- Keeping own safeguarding knowledge, best practice solutions and skills up-to-date

Skills and abilities required:

- Policy development, training and delivery of the safeguarding programme
- Child-focused approach
- Advice, support and supervision skills on safeguarding
- Communication skills
- Ability to work professionally, confidentially and consistently in an area where emotionally distressing and sensitive issues and cases may arise

Knowledge required:

- Recognising behaviour that is harmful to children and understanding thresholds of poor practice and abusive behaviour
- Clear and comprehensive understanding of the role and responsibilities of statutory authorities/agencies
- Managing child-protection referrals to relevant authorities/agencies
- Knowledge about country legislation, government guidelines and national frameworks for child safeguarding and protection and children's rights

[14] Poor practice refers to behaviour that disregards the needs of children, thus compromising their well-being and/or safety, but that does not meet the threshold of abuse.

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APPENDIX 05

GUIDANCE FOR MAs ON DEALING WITH CONCERNS ABOUT A CHILD AND/OR ALLEGATIONS OF CHILD ABUSE

Voicing concerns, suspicions or allegations of poor practice or abuse can cause worry and stress – particularly if it relates to a colleague or volunteer who engages in the MA's programmes. However, reporting a concern is really important in order to prevent a child from suffering harm or being at risk of harm, and to ensure that the concern is dealt with properly and consistently. In some countries, reporting is mandatory. **No action is not an option.**

Any staff member or volunteer who, in good faith, discloses possible wrongdoing(s) or grounds for concern about a child should receive full support from the MA, even if the allegation is subsequently proved to be unfounded. It is important to create a culture within your organisation where it is clearly understood by staff and volunteers that it is acceptable to report concerns and allegations in confidence and not to suppress them for fear of criticism or repercussions for doing so. Such a culture ensures that child abuse cases or risks are not ignored and inadvertently allowed to continue.

It is not the responsibility of anyone working in an association to decide whether or not child abuse has taken place. However, there is a responsibility to act on any concerns or allegations by reporting these to the appropriate officer or the appropriate authorities.

You should discuss, adapt and agree on the below reporting procedures with your local child protection authorities, expert agencies and civil society partners, and, where established, with your appointed expert advisory group:

Staff and volunteers should report any concerns they have to the safeguarding officer using established reporting lines (anonymously online, by email or phone) using the below form as a guide for reporting.

Some staff and volunteers may be more comfortable reporting their concerns directly to their line manager or a senior member of staff within the organisation. In such cases, the line manager should report these cases to the safeguarding officer to ensure that reports and allegations are managed in a consistent manner. Complainants should be encouraged to report allegations and concerns as soon as possible and within 24 hours. Where a case of abuse is suspected, the safeguarding officer will have a list of names and contacts of local authorities, expert agencies and trusted organisations[15] that specialise in child protection who can offer professional help to the alleged victim and family and for cases to be properly investigated.

If the safeguarding officer is not available, and in case of an emergency, you should report the matter directly to the child protection agency in your area and/or to the police. A list of relevant emergency contacts should be available to senior personnel within the MA at all times.

Options in case of a concern:

- Submit a report via the MA's safeguarding officer who will refer the case to local statutory authorities, agencies and trusted partners who can help. If they are unavailable and it is an emergency:
  - submit the report directly to the child protection agency in your jurisdiction;
  - submit the report directly to the police;
  - [add relevant national helpline numbers here, including those advised by your local child protection agencies as part of your reporting protocol].

- **Ensure that all information submitted by you is reported in strict confidentiality.**

If you become aware of repeated poor practice by one of your colleagues, you have a responsibility to also report the matter to the safeguarding officer.

Poor practice reports can be handled internally by the relevant disciplinary or ethics procedures of the MA.

Poor practice refers to behaviour that disregards the needs of children, thus compromising their well-being and safety, but does not meet the threshold of child abuse.

[15] In some contexts, the relevant statutory authorities may not exist, so it is really important to map out and build partnerships with expert local organisations/NGOs who are trained and competent in this area.

Grounds for concern of abuse might exist when there is:

- An account by a person who saw a child being abused.
- Evidence, such as an unexplained physical injury or behaviour which is consistent with abuse, such as the child being withdrawn and really quiet when he/she is not usually so.
- Consistent indication, over a period of time, that a child is suffering from emotional or physical abuse and neglect.
- A specific indication (or disclosure) from a child that he/she has been abused. Remember, children rarely talk if they are being abused and often do not know what to do or where to go for help. It is very difficult for children to speak up about possible abuse, so be vigilant in picking up signs *(see guidance note 14 on how to recognise signs of abuse)*.

In football, *incidents of poor practice* might occur when the needs of children are not given the necessary priority, resulting in their well-being and safety being compromised. Examples might include:

- taking insufficient care to avoid injuries (e.g. by excessive or inappropriate training for the age, maturity, experience and ability of players);
- failing to report behaviour which may compromise the welfare of a child and allowing concerning practices to go unreported;
- constantly showing favouritism towards or ignoring certain children;
- using foul language and prohibited substances in the presence of children;
- repeatedly ignoring health and safety guidelines, or failing to undertake regular risk assessments, which may put children at risk of harm (e.g. not ensuring that equipment, transport or facilities are fit for purpose, safe to use and accessible).

Failure to challenge and report poor practice can lead to an environment where abuse may occur.

REMEMBER: it is not your duty to decide if poor practice or abuse has occurred. It is your responsibility to report any concerns and suspicions you may have to the safeguarding officer or to the appropriate authorities.

This flow chart should act as a guidance tool only. Adapt as necessary to your context in consultation with your local partners and expert advisory group.

DEALING WITH SUSPECTED POOR PRACTICE AND/OR POSSIBLE ABUSE

You have a concern about a child or concern about the behaviour of an individual towards a child involved in the association's programmes. Report it immediately and within 24 hours.

Is it poor practice? (e.g. a coach repeatedly ignoring health and safety guidelines which puts children at an unacceptable risk of injury)

Report concerns to the safeguarding officer who can internally refer them as a possible misconduct issue

Possible outcomes of an internal MA review:

- No case to answer
- Advice and warning as to future conduct
- Support and safeguarding training required
- Suspension

Is it possible abuse?

Report concerns to the safeguarding officer who will facilitate referral to statutory authorities/local agencies who can help

Or, in their absence, report it directly to statutory authorities/local agencies

Possible outcomes:

- Child protection investigation by social services and/or the police
- Care and support provided to the child by local organisations/NGOs
- Criminal proceedings
- Internal investigation where criminal or statutory investigation threshold is not met

What may happen after an allegation of abuse has been made?

This will depend on the country, but it is important to note that allegations of abuse should be responded to after consultation with the relevant statutory authorities or agencies.[16] Any internal MA investigation should be put on hold until statutory investigations are complete, so that internal processes do not compromise the statutory or criminal investigation.

Suspending the staff member or volunteer from his/her duties while an external investigation takes place should be standard practice.

The MA response may then include (this is not in order of importance or an exhaustive list):

- liaising with child protection services as necessary to ensure support is provided to the child for his/her full care and recovery. If child protection services are not operational, engage with local organisations/NGOs to ensure care and support is provided;
- informing the line manager responsible for the staff member or volunteer;
- informing the general secretary of the association in order to coordinate an internal response, when appropriate;
- contacting the victim and his/her family, if advised to do so by statutory agencies, to inform them that the allegations have been forwarded for investigation;
- informing the staff member or volunteer of the allegation made against him/her and affording them the opportunity to respond.

Dealing with disclosures outside MA programmes

If your concern relates to the behaviour of an individual outside MA football programmes towards a child, you should report your concerns immediately to the statutory authorities or agencies.

When responding to any such disclosure, you should also:

- record information accurately using the form below as this may be used as part of any investigatory proceedings that may follow;
- keep a record of the name of the person or police officer to whom the referral was made;
- ensure that all information provided by you is done so in strict confidentiality.

CONFIDENTIALITY

When dealing with concerns relating to possible abuse, staff and volunteers should apply strict discretion and maintain confidentiality. Information should be shared on a "need-to-know" basis only in order to protect the child to whom the concern or allegations relate. Information can, and must, be shared with statutory authorities or agencies in order to assist them with the investigation process.

What may happen where the concern is not an allegation of abuse but of poor practice?

Poor practice refers to behaviour that disregards the needs of children, thus compromising their well-being and safety, but does not meet the threshold of abuse.

[16] Statutory authorities or law-enforcement agencies are responsible for investigating child protection concerns and allegations of abuse, not the MA.

The majority of poor practice cases can be dealt with by MAs through the relevant competent body and cooperation from all parties involved. Follow-up by the safeguarding officer is important to ensure that the appropriate course of action has been followed.

Key Points

- There is a responsibility to respond to both football-related and non-football related concerns.
- All concerns and allegations of potential poor practice or abuse should be taken seriously and responded to immediately and appropriately.
- Statutory authorities have the responsibility to investigate abuse, not the MA, but it is everyone's duty to prevent any risk of harm to children and to report any concerns they may have.
- Poor practice cases should be dealt with by MAs through the relevant competent body.

SAMPLE REPORTING FORM

Please fill out as many sections as possible in as much detail as you can. This form is strictly confidential. Carefully record the details and pass on this information to the safeguarding officer. Do not keep a copy for yourself.

Your name:
Your position:
Child's name and age :
Child's address (if known):
Name of parents/guardians and address (if known):
Are you reporting a direct disclosure, your own concerns or concerns raised by someone else? ☐ Direct disclosure from a child ☐ Reporting my own concerns ☐ Reporting concerns raised by someone else ☐ If reporting concerns raised by someone else, please provide: a) his/her name ..... b) position ..... c) telephone number and email .....

Details of concern/suspicion/incident. Please describe. Time: Date(s): Place or location: Name of member of staff or volunteer involved in incident (if any): Behaviour or physical signs observed: Any other details:
Details of any conversation with the child or children:
Has the incident been reported to any external authorities or agencies? ☐ Yes ☐ No
If yes, please state name of authority/agency: Contact person: Telephone number(s): Email address (if available): Agreed action or advice given:



APPENDIX 06

GUIDANCE ON SAFE RECRUITMENT AND SCREENING PROCEDURES FOR MAs

Safe recruitment and screening

The range and quality of football programmes for children would not exist without the time, skills and commitment of staff and volunteers.

It is recognised that recruitment can never be entirely "safe" but the aim of safer recruitment is to put in place a number of actions that, together, aim to reduce the chances of employing the "wrong" people to work with children. MAs have the responsibility to ensure that those staff and volunteers providing football opportunities for children are appropriately selected, supported and have the necessary safeguarding knowledge to help them in their roles.

The following recruitment procedures will help select the right people and screen out and discourage those who are not suitable to work with children in football:

1. All roles involving interaction with children should explicitly include reference to safeguarding in the adverts and job descriptions.
2. At least two reference checks should be conducted and documented. References should be requested to demonstrate the applicant's suitability to work with children.
3. Applicants should explicitly explain any gaps in employment.
4. The decision to request a police check needs to be made wherever there is an obligation or a possibility to do so under local legislation. Often this will simply be where the role requires access to children. Note that some countries have a database of offenders/people who are not suitable to work with children. If this exists in your country, then it should be checked. Also note that a person may have been convicted or prosecuted for a sexual offence after his/her recruitment. Police checks must be completed before the individual starts working in his/her role but also regularly, once he/she has started working in his/her role (at least once every five years).
5. If police checks do not exist in your country, a self-declaration form (or national equivalent) should be signed where a reliable criminal record check is not available (see sample form below). This can include broader questions about whether the individual has ever been subject to a disciplinary investigation. All such checks must be completed *before* the individual starts working in his/her role and at least once every five years, once he/she has started working in his/her role.
6. All new employees must attend and complete the MA's training on safeguarding children in football within three months of taking up a post.

7. All new employees must read and sign the MA's code of conduct upon taking up a post.
8. All new employees must complete their induction, which must include an obligation to read all relevant policies and procedures pertinent to safeguarding.

This checklist can help you think through safer recruitment practises. In some countries, it may be difficult to fully comply with all areas of the checklist – for example, police checks may not be possible. Similarly, obtaining copies of qualifications may be difficult, particularly if applicants have moved several times. Not being able to comply with one aspect of the checklist does not mean that the appointment cannot proceed. An overall assessment of the information available needs to be made.

RECRUITMENT & SELECTION PROCESS	
Profile of candidate	Decide what skills and knowledge are needed to safely work with children in football, and include these within the profile
Advertisement	Include a clear statement about your association's commitment to safeguarding children
Interview questions	Recruitment for those who will work directly with children should include an interview plan that incorporates behavioural-based questions. Sample safeguarding questions for interviews may include: - Have you worked/volunteered with children in a similar position before? What did you like about it? What did you find difficult? - How have you handled children who did not want to participate in an activity? - Provide me with three examples of how to work safely with children in football. - How would you handle children who were not listening to your instructions? - What is your understanding of safeguarding children in football?

PRE-APPOINTMENT	
Reference checks	Two professional references should be directly provided, including one by the candidate's current or most recent employer. Open references (e.g. a candidate directly providing a written reference to you) are not sufficient.
Proof of identification	Verify a candidate's identification, preferably by using his/her national passport or national ID card.
Qualification and registration checks	Verify that candidates have actually obtained all qualifications or professional registrations claimed in their application by asking to see original certificates.
Police check	The decision to request a police check needs to be made based on whether the job entitles access to children, even if such access is occasional (like security or cleaning staff). Note that some countries have a database of offenders/people who are not suitable to work with children. If this exists in your country, then it should be checked. If a police check returns with a conviction, then HR colleagues in consultation with the child safeguarding focal point needs to decide whether to proceed with the appointment. Having a conviction does not necessarily mean that the person cannot be appointed; it depends on the offence. However, any conviction for abuse of a child or a sexual offence will lead to an immediate decision not to hire the person. It is recognised that it may be difficult to obtain police checks and references in some countries or contexts, or their reliability may be questionable. No one check will ever be a total guarantee of someone's suitability for working with children. Take a pragmatic view and put in place additional steps when background police checks cannot be obtained, such as a self-declaration form and references from former employers.
Self-declaration form	In the absence of a police check, candidates working directly with children should sign a self-declaration form.

Sample criminal record declaration form

(adapt as necessary to your national context and as necessary to fulfil the requirements of any applicable data protection legislation)

All applicants working directly with children must complete this form in full. Please refer to the guidance notes below before completing the following sections.

Please complete in **black ink**.

Full Name (block capitals):	
Post applied for:	

Please answer the following questions:

1. **Have you ever been convicted by the courts or cautioned, reprimanded or given a final warning by the police? Please give details of any offences or penalties as well as the name of the country and dates in the table below.***

Please tick (✓) as appropriate: Yes ☐ (Please provide details.) No ☐ (Proceed to question 2.)

Date and place	Details

*If any circumstances change which would affect your response to this question, you must inform Human Resources where applicable or the recruiting manager of ..... [insert name of member association] about the details without unnecessary delay.

2. **Have you ever been subject to disciplinary proceedings or disqualified from work with children or subject to any other sanctions?**

Please tick (✓) as appropriate: Yes ☐ (Please provide details.) No ☐ (Proceed to question 2.)

Date and place	Details

3. Please sign the following declaration and return this form to ..... [insert name of member association] Human Resources where applicable or the recruiting manager with your application for employment. Failure to complete this declaration will result in your application being withdrawn.

- I confirm that the information I have given on this form is correct and complete. I understand that any false information could result in my application being rejected or, if appointed, in my dismissal from employment. I understand that any offer of employment made to me may be subject to a further review and I hereby give my consent for ..... [insert name of member association] to carry out the relevant criminal record checks.

- I declare that I will notify Human Resources, where applicable, or the recruiting manager of ..... [Insert name of member association] immediately if I am prosecuted or convicted for a criminal offence.

- I declare that I am not currently on any barring list or sex offenders list in any country. I declare that I will notify Human Resources where applicable or the recruiting manager of ..... [insert name of member association] immediately if I do become barred or listed in future.

Signature:	**Date:**

Suggested guidance notes for applicants:

Why you need to declare your criminal convictions and other related information

..... [Insert name of member association] is committed to safeguarding children from abuse, and expects all staff and volunteers to share this commitment.

We ask you to complete this form as comprehensively and honestly as possible. The only people who will see the information provided will be those directly involved in the recruitment process. At your interview, or in a separate discussion post-interview, we will ensure that an open and measured discussion takes place about any offences or other matter that might be relevant to the position.

Having a criminal record will not necessarily prevent you from working with us. This will depend on the nature of the post you have applied for and the relevance and circumstances of your offence(s).

We will ensure that anyone making appointment decisions has the necessary information and support to assess the relevance and circumstances of any offences.

What will happen if you are offered the post

If you are offered the post, we will ask for evidence of your identity, your right to work in (name of country) and your qualifications. We will also carry out a criminal record check (where applicable in country).

False information

Please note that providing false information could result in your application being rejected or your dismissal from employment if you are appointed.

Retention of information

The information that you provide in the declaration form will be processed in accordance with national data protection legislation. It will only be used for the purpose of determining your application for this position and working directly with children.



APPENDIX 07

SAMPLE CODE OF CONDUCT FOR MA STAFF AND VOLUNTEERS

Staff and volunteers play an essential role in contributing to the sporting and social development of children in football. As such, they have a duty of care to create a safe, inclusive and positive environment for all. It is important that coaches, managers, medical staff, volunteers, staff, parents and all those involved in football activities or programmes respect the rights and well-being of children in our game. You are confirming your absolute commitment to these values by signing this code of conduct.

As a member of staff or volunteer, I will promote good practice and:

- Make football a fun experience.
- Complete the basic safeguarding awareness training.
- Respect the rights, dignity and worth of every child without discrimination on account of age, race, skin colour, ethnic, national or social origin, gender, disability, language, religion, political opinion or any other opinion, wealth, birth or any other status, sexual orientation or any other reason.
- Always report any concern of poor practice or abuse immediately to the safeguarding officer or appropriate authorities. I acknowledge that I must report any concerns I may have – no action is not an option.
- Lead by example when it comes to good sportsmanship and be a role model for children – this includes not drinking alcohol, taking drugs or using foul, racist, homophobic or other discriminatory language in the presence of children.
- Respect my position of trust and maintain appropriate boundaries with children.
- Work in an open environment and avoid spending time alone with children away from others.
- Arrive in sufficient time to set up activities and ensure that risk assessments are undertaken as necessary for all activities, programmes, and events involving under-18s.
- Ensure children are safe by supervising appropriately and using safe training methods and techniques.
- Never engage in bullying behaviour.
- Challenge any form of bullying behaviour among and towards children.
- Communicate in a constructive, age-appropriate manner with children, never humiliating them.
- Provide meaningful opportunities that empower children to share in the decision-making process.
- Never condone rule violations, any form of violence or the use of prohibited substances.
- Ensure that confidential information is not divulged unless with the expressed approval of all those concerned or where a case warrants disclosure to relevant authorities.

I will never:

- engage in or allow any verbal, physical or sexually provocative games with or inappropriate[17] touching of children;
- engage in any sexual relationship with any player under 18 years of age, including making sexually suggestive comments to a child;
- groom[18] or exploit a child for personal and financial gain;
- engage in inappropriate use of social media – this includes engaging children in private social media conversation and never posting comments that could compromise their well-being or cause them harm;
- reduce a child to tears or scare or humiliate him/her as a form of control;
- intentionally physically hurt or threaten to hurt a child – hitting and punching may be regulated forms of contact in some (combat) sports but have no place in football.

Failure to abide by this code of conduct will result in appropriate action being taken. This may mean your removal from the activity/event for a period whilst an investigation is taking place and may result in disciplinary and/or legal action.

I ..... (please print name) agree to abide by the above code of conduct.

Association: .....

Position: .....

Signature: ..... Date: .....

Witness (signed by the MA's safeguarding officer): .....

[17] Contact with buttocks, genitals and breasts must be avoided. Staff and volunteers should never behave in a way that could be interpreted as inappropriate.

[18] In the context of child sexual exploitation and abuse, "grooming" is the short name for using children for sexual purposes. It refers to *the process of establishing/building a relationship of trust* with a child, either in person or through the use of the internet or other digital technologies, to facilitate either online or offline sexual contact.

APPENDIX 08

RISK ASSESSMENT GUIDE FOR MAs

This risk assessment guide considers the potential for harm to come to children whilst they are participating in football. In order to help mitigate risks, templates for an organisational-level risk assessment and an activity-by-activity risk assessment follow. Both refer to the possible risk of abuse and not general health and safety risks (these should be covered under separate health and safety rules set by the association and/or government). You can adapt this assessment to your context as necessary.

Explanation of terms used:

- **Potential risk of harm to children -** identified risks of harm to children whilst accessing football activities or programmes.
- **Likelihood of harm happening -** the likelihood of the risk occurring: low, medium or high. Note that if risks are high, the activity should be modified or cancelled.
- **Required policy, guidance and procedure document -** indication of the policy, guide or procedure required to alleviate the risk.
- **Responsibility -** who is responsible? Indicate where the responsibility for alleviating the risk lies.

POTENTIAL RISK OF HARM TO CHILDREN	LIKELIHOOD OF HARM HAPPENING: LOW/MEDIUM/ HIGH (L,M,H)	REQUIRED POLICY, GUIDANCE OR PROCEDURE DOCUMENT	WHO IS RESPONSIBLE FOR HANDLING THIS ISSUE?	FURTHER ACTION REQUIRED
PERSONNEL				
Recruitment of inappropriate people working directly with children	**e.g.H**	• Safeguarding policy • Safe recruitment and screening process • Safeguarding training • Sign code of conduct		*E.g. proof of qualifications to be confirmed*
Lack of training on safeguarding for coaches	**e.g.H**	• Safe recruitment and screening process • Training on safeguarding for all coaches • Sign code of conduct		*E.g. proof of qualifications to be confirmed* *E.g. safeguarding course for coaches to be completed. Coaches sign the code of conduct*

POTENTIAL RISK OF HARM TO CHILDREN	LIKELIHOOD OF HARM HAPPENING: LOW/MEDIUM/ HIGH (L,M,H)	REQUIRED POLICY, GUIDANCE OR PROCEDURE DOCUMENT	WHO IS RESPONSIBLE FOR HANDLING THIS ISSUE?	FURTHER ACTION REQUIRED
Volunteers' lack knowledge of and training on safeguarding	**e.g.H**	• Safe screening process • Safeguarding training • Signing code of conduct		*E.g. reference check volunteers*
Other adults with access to children – e.g. security, medical staff	**e.g.H**	• Safeguarding training • Sign code of conduct		
COMPLAINTS & DISCIPLINE				
Concern about behaviour of some adults towards children	**e.g.H**	• Safeguarding training • Clear MA complaints & disciplinary process • Guidance on dealing with concerns about a child		*E.g. report concern to safeguarding officer* *Immediate action needed*
Absence of a complaints & disciplinary process within the MA	**e.g.H**	• Clear MA complaints & disciplinary process • Guidance on dealing with concerns about a child		*E.g. ongoing review within the MA* *Greater communication required on where to report concerns*
Complaints not being dealt with seriously	**e.g.M**	• MA complaints & disciplinary process		*Ongoing review within the MA*
REPORTING PROCEDURES				
Lack of knowledge of organisational and statutory reporting procedures to local authorities/agencies	**e.g.H**	• Safeguarding policy • Guidance on dealing with concerns about a child		*E.g. map out and establish partnerships with referral agencies* *Make reporting procedures widely available and publicise list of local agencies and organisations*

POTENTIAL RISK OF HARM TO CHILDREN	LIKELIHOOD OF HARM HAPPENING: LOW/MEDIUM/ HIGH (L,M,H)	REQUIRED POLICY, GUIDANCE OR PROCEDURE DOCUMENT	WHO IS RESPONSIBLE FOR HANDLING THIS ISSUE?	FURTHER ACTION REQUIRED
No safeguarding officer appointed (or focal point) for safeguarding in the MA		• Safeguarding policy • Safeguarding officer/focal point role description/terms of reference • Safeguarding training		*E.g. appoint and widely publicise name of contact person* *Train him/her in the safeguarding role*
Not clear who children should talk to or report to if they have concerns		• Put up the name(s) of the focal point and inform children of the person's name and his/her role		*E.g. widely publicise name of contact person* *Train him/her in the role*
FACILITIES AND ACCOMODATION				
Unauthorised access to children's play & practice areas and to changing rooms, showers, etc.	**e.g.H**	• Safeguarding policy • Code of conduct		Clarify responsibilities before session starts Review and enforce policy in changing and shower areas
Children sharing same facilities and accommodation with adults	**e.g.H**	• Safeguarding policy • Safe recruitment for all those who work directly with children • Code of conduct • Safeguarding training		*E.g. plan with management to create a safe environment in shared facilities* *Check local health and safety legislation/guidelines and standards*
TRANSPORT AND TRAVEL				
Transporting children between venues/training is not safe	**e.g.M**			
Safeguarding checks have not been carried out on any drivers	**e.g.H**	• Safe recruitment for all those who work directly with children • Code of conduct		
No guidance for travelling and trips away	**e.g.M**	• Guidance on planning and organisational arrangements		

POTENTIAL RISK OF HARM TO CHILDREN	LIKELIHOOD OF HARM HAPPENING: LOW/MEDIUM/ HIGH (L,M,H)	REQUIRED POLICY, GUIDANCE OR PROCEDURE DOCUMENT	WHO IS RESPONSIBLE FOR HANDLING THIS ISSUE?	FURTHER ACTION REQUIRED
COMMUNICATIONS AND SOCIAL MEDIA				
Inappropriate use of social media and communication by under -18s		• Children's code of conduct		*Ongoing review*
Inappropriate use of social media and communication by adults with under-18s		• Staff and volunteers' code of conduct • Guidance on communication		*Ongoing review*
GENERAL BEHAVIOURAL ISSUES (child to child, or adult to child)				
General behavioural issues		• Code of conduct for adults and children		*E.g review and discuss the code(s) of conduct with adults and children* *Sign code of conduct*

This risk assessment was discussed and completed by (.....) on ..../..../2019

Signed:.....

Name:.....

Role:.....

Date:.....

Risk assessment template (activity level): to be completed at the start of every new project/activity

WHAT CONTACT WILL YOU HAVE WITH CHILDREN/YOUNG PEOPLE THROUGH THIS WORK/ PROJECT?	WHAT POTENTIAL RISKS TO CHILDREN/YOUNG PEOPLE CAN YOU IDENTIFY?	WHAT STEPS WILL YOU TAKE TO MITIGATE THESE RISKS?	WHO IS RESPONSIBLE FOR ENSURING THIS ACTION IS TAKEN?	PLEASE CONFIRM DATE WHEN THE ACTION WAS COMPLETED
• Will the contact be face to face and/or online/digital • What activities will children be involved in? • Will the children be photographed, filmed or asked to share their stories? • Will parents/carers be present or are staff/volunteers acting *in loco-parentis?*	• Are there any risks inherent in these activities? • Who will be present? • Will these people be MA staff/ volunteers or third parties? • What will the environment be like? • What physical or emotional issues may arise?	• What have/will you include in your safeguarding planning? • Who is your designated safeguarding contact for this activity? • What support will be available for the children present? • How will concerns be managed should they arise? • What safeguarding information will everyone involved receive at the start of the activity?		
Please confirm that this risk assessment has been copied to the safeguarding officer or focal point in the MA.			Your name and role:	



APPENDIX 09

GUIDANCE TO MAs ON SAFEGUARDING AND SUPERVISION OF CHILDREN

In any football activity, it is important to ensure any risks in relation to the location, training facilities and equipment are minimised by using the risk assessment tool together with local health and safety guidelines. In addition, during any football activity, children need to be supervised at all times as the likelihood of accidents happening increases when adequate adult supervision is not in place.

Staffing and supervision ratios can sometimes be difficult to judge. You need to make sure you have enough staff and volunteers to ensure children are safe – and that these adults are suitable to undertake various tasks as needed. It may not always be possible to stick to recommended ratios. However, you should make every effort to achieve the best level of supervision of children at all times.

Recommended adult to child ratios

Check if legislation or government guidelines in your country have nationally recommended supervision ratios. If there is no specific guidance on this in your country, the following adult-to-child ratios are recommended to help keep children safe:

- when working with children between five and eight years of age, a ratio of one adult to 16 children should be adhered to;
- when working with children between nine and 18 years of age, a ratio of one adult to 20 children should be adhered to.

If young people are helping to supervise younger children, only those aged 18 or over should be included as adults when calculating adult to child ratios. *All activities should always be planned to involve at least two adults.*

The following factors should also be taken into consideration in deciding how many adults are required to safely supervise children:

- the number of children involved in the football activity;
- the age, maturity and football experience of the children;
- whether any of the members of staff, volunteers or children have a learning or physical disability or special requirements;
- whether any of the children have challenging behaviour;
- the particular hazards associated with the football activity;
- the particular hazards associated with the environment;
- the level of qualification and experience of the members of staff and volunteers;
- the full programme of football activities.

Important things to remember:

- There should always be at least one adult per group of children of the same sex as the children involved.
- There should always be at least one adult of each sex with mixed groups.
- All activities should be planned to involve at least two adults.
- Adults should avoid being left alone with children.
- All adults working directly with children must be subject to safe recruitment processes, sign the code of conduct and complete the MA's basic safeguarding awareness training.

APPENDIX 10

GUIDANCE ON PLANNING AND ORGANISING TOURNAMENTS, OVERNIGHT STAYS AND AWAY TRIPS

Travelling to away games and tournaments should be both safe and fun for children.

Parents and carers will often worry when their children are away but careful planning and preparation should help to ease those worries and demonstrate that you have taken into account the various needs of their children and the potential dangers of a trip away.

To help planning and organisational arrangements, the following guidelines have been developed to assist MAs in implementing proper safeguarding measures. Much of this preparation can be done at the start of the year when the calendar of events is being planned.

Essential planning – at the start of the year/season

Hold a meeting with parents or guardians at the start of the season to explain your safeguarding policy and measures, introduce staff, and review the code of conduct. This is a great opportunity to discuss procedures for travelling for away games and tournaments and for parents or guardians to sign consent forms.

Hold a meeting with children for the same purposes.

Make sure you ensure the following:

- Parental (or guardian) consent forms – make sure they are signed and kept safely (see sample below).
- When travelling, there should always be at least one adult per group of children of the same sex as the children involved.
- There should be a qualified first-aider with the team who has read and signed the code of conduct.
- If team doctors and physiotherapists are on the trip, they must always treat a child for illness or injury in a manner that reflects the ethos of their profession. They must also read and sign the code of conduct.
- You have the correct insurances in place.
- A safeguarding officer or approved chaperone(s) is going on the trip.
- The code of conduct is signed by all those travelling (both adults and under-18s).
- Children know whom to contact if they have a concern.

Important considerations

- Draw up a programme, including departure and return dates and times.
- Have a meeting with the parents, guardians and players to run through the trip's programme of events and address any questions or concerns they may have.
- Someone from the MA who is not going away needs to be identified as a point of contact. He/she should have a list of

those going on the trip and their contact details.

- Make it clear who the safeguarding officer or approved chaperone(s) for the trip is, ensure that he/she is suited to this role and make sure that everyone in the group is aware of who this person is and what his/her role is on the trip.

Other Important considerations

- Before you leave, work with the players to establish rules for the trip (and what will happen to those who break them). Players should sign the children's code of conduct.
- Ideally, children should not be given or wear shirts or hats with their names on (an ID badge should be sufficient).
- Agree who is sharing accommodation with whom before you go.
- Ensure that you have your staff bedrooms spread out, for example – if the group is over three floors, there should be at least one adult room on each floor. Ideally, the whole team should be on the same floor. Over 18-year-olds should not share rooms with under 18-year-olds.

Essential planning – while away

On arrival:

- Ensure there is no access to alcohol or drugs in the rooms or at any other time.
- Ensure movie access is appropriate and that adult movie channels are not available in the children's rooms.
- Ensure that everyone is aware of fire exits and emergency procedures.
- Have group meetings to review the programme and rules. Ensure children have their ID badge on them at all times.

During the trip:

- Hold daily group meetings and staff meetings. They do not need to be long and should provide the opportunity to discuss any issues or problems and solve them.

On return:

- Ask the children and the staff what they enjoyed and what they would change; this will help with the following year's planning.

Staff and volunteers on away trips have a responsibility to:

- Ensure the safety and well-being of children. This will mean carrying out a risk assessment in advance, including for transport and accommodation.
- Arrive at all departing venues well ahead of children so that they are not left standing alone.
- Arrange a group meeting point prior to boarding the mode of transport (i.e. bus, plane, train).
- Ensure children are given the name and contact of the safeguarding officer or approved chaperone(s) accompanying them on the trip.
- Familiarise the group with the emergency exits in the event of a fire, and agree on a group meeting point – including at the stadium where the match(es) will take place.
- Medical staff (i.e. doctors and physiotherapists) on the trip must always treat a child for illness or injury in a manner that reflects the ethos of their profession. This includes not gaining any individual access to players.
- Avoid spending time alone with a child or young person and ensure that the team doctor or physiotherapist is accompanied by another

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member of staff when treating players.

- Should a child or young person have to remain in the hotel during the course of the tournament or trip due to injury or illness, try to ensure that two staff members remain behind to look after him/her.
- In the event that a child or young person falls ill, or is seriously injured, and has to remain behind after a tournament or match, ideally two members of staff should remain with the child if possible. Staff have a duty of care to ensure that the child returns safely to his/her home/home country.
- If "time off" is permitted by the head coach, staff and players should sightsee or partake in recreational activities as a group.
- Ensure that all players partake in group excursions, so that no child or young person is left alone in the accommodation. Arrange a "meeting point" for players in the event of a player being separated from the group.
- Have access to mobile phones and be reachable 24/7. Staff should have a full list of contact names and numbers of parents and guardians, and vice versa, in case of emergency.
- Ensure you have a clear missing child policy in place that everyone is aware of (see Appendix 11 below).

Checklist to help think through planning and organisation (adapt as necessary)

Purpose of the trip

- ☐ Competition
- ☐ Training
- ☐ Other (specify):.....
- ☐ Combination:.....

Planning

- ☐ When
- ☐ Where
- ☐ Who (staff/volunteers/players)

Communication with parents

- ☐ Destination and accommodation details sent (address/telephone)
- ☐ Name(s)/number(s) of safeguarding officer and/or approved chaperone(s) shared with parents and players
- ☐ Drop-off/pick-up times agreed
- ☐ Transport arrangements in place
- ☐ Competition details shared
- ☐ Kit and equipment list shared
- ☐ Consent form signed
- ☐ Information regarding medical conditions (including allergies) or impairments and access needs, and medication
- ☐ Safeguarding arrangements (reporting concerns, supervision, etc.)

Transport

- ☐ Drop-off/pick-up times (agree times with parents, and agree what to do if a parent does not arrive to collect a child at the appointed time)
- ☐ Suitability and accessibility requirements
- ☐ Drivers checked and signed code of conduct
- ☐ Insurance

Accommodation

- ☐ Type (hotel, hostel, etc.)
- ☐ Pre-event visit and risk assessment done, if possible
- ☐ Special diets, food allergies
- ☐ Suitability for group, including access needs of attending disabled children (this might include accommodation and meals for a carer or personal assistant)
- ☐ Room lists
- ☐ Supervising adults' sleeping arrangements

Preparing athletes

- ☐ Local culture, language
- ☐ Expectations on dress and behaviour
- ☐ Food and drink
- ☐ Currency
- ☐ Telephones and contacts

Supervision and staffing

- ☐ Ratio of staff to children agreed
- ☐ Male/female staff clear responsibilities

Documentation

- ☐ Travel tickets
- ☐ Passports, visas
- ☐ Accommodation and travel booking documents

Insurance

- ☐ Liability
- ☐ Accident
- ☐ Medical

Emergency procedures

- ☐ First aid
- ☐ Specific medical information available for players where needed
- ☐ Information on local emergency medical services, hospitals, etc.

Arrival

- ☐ Check rooms, meal times
- ☐ Arrange group meetings
- ☐ Confirm procedures with staff
- ☐ Rules explained (e.g. curfews)

Parental consent form[19]

Parents or guardians of players under the age of 18 are required to sign this form.

Parent/guardian's name: Contact number:			
Event/tournament name:			
Parental or guardian consent statement ☐ I agree to my child's participation in this activity. ☐ I have answered the questions regarding medical information below, and consent that, in the event of any illness or accident, any necessary treatment can be administered to my child, which may include the use of anaesthetics. ☐ I understand that, while the adult officials will take every precaution to ensure that accidents do not happen, they cannot necessarily be held responsible for any loss, damage or injury caused to my child. ☐ I have read the codes of conduct and acknowledge the need for my child to behave responsibly.			
Travel arrangements ☐ I agree to the transport arrangements that have been made for my child.			
Child's details* (please PRINT clearly)			
First Name:		Surname:	
Age:		DOB:	
Home Address:			
Child's medical information			
Does your child have:			
any allergies?	Yes ☐ No ☐	If yes, please specify:	
medication?	Yes ☐ No ☐	If yes, please specify:	
any special needs?	Yes ☐ No ☐	If yes, please specify:	
a disability requiring specific access needs?	Yes ☐ No ☐	If yes, please specify:	

[19] Adapt as necessary to fulfil the requirements of any applicable data protection legislation

Doctor's name:		Any other information:	
Doctor's tel. no.:			

I confirm that, to the best of my knowledge, my child does not suffer from any medical condition other than those detailed above and that I will inform the association if this changes.

Parent's signature:

.....

When my child is away, I know the contact person is:

Add name of safeguarding officer or chaperone(s):	



APPENDIX 11

SAMPLE MISSING CHILD POLICY FOR MAs

On discovering that a child has gone missing, I will:

- immediately make a search of the surrounding area;
- request help from people around me;
- if I am in a public building, alert the staff of the situation and ask for assistance in searching for the missing child;
- if I am in a place where it is possible to seal off exits and access CCTV footage, request that this is done immediately;
- ensure that people involved in the search are given a description of the child and what he/she is wearing;
- reassure the other children in my care, as I am aware that this could become a distressing situation for them.

If the search is unsuccessful, I will:

- ring the police immediately, providing a description, and keep searching the area;
- advise the parents and/or guardians of the situation as soon as it is reasonably practical to do so.

After the event, I will review my policy and procedure to establish what went wrong and how it can be avoided in future.

Name of safeguarding officer or chaperone(s) on duty:.....

Date of incident:.....

Reported to:.....



APPENDIX 12

GUIDANCE ON CELEBRATION AND COMMUNICATION ARRANGEMENTS, INCLUDING THE USE OF IMAGES OF CHILDREN AND COMMUNICATION VIA SOCIAL MEDIA

Celebration & communication: safe use of images of u-18 players

Photographs, films and video clips are a great way to publicise football activities and programmes. They can be used to celebrate achievements, promote activities and keep people updated on what is happening. Footage might also be recorded for performance development and analysis reasons. The aim of this guide is not to curb such activity but to ensure that children are protected from those who might seek to take or manipulate photos and video footage in a way that harms children or places them at risk of harm.

MAs should take all reasonable steps to promote the safe use of social media, photography and filming. The following is a model guide to assist MAs in developing their own celebration and communication arrangements, while implementing the safeguarding policy.

Permission

Children and their parents or guardians should be informed that the child may, from time to time, be photographed or filmed whilst participating in football activities or programmes. This could be for the following reasons:

- video footage for performance development;
- media coverage of an event or achievement;
- promotional purposes, e.g. website or publication.

Written consent should be obtained (e.g. through a consent form – see sample below) from parents or guardians before any photography or filming takes place. Depending on your country's legislation, consent may also need to be sought from the child.

Safe use of images and general information:

To minimise any risk of harm coming to children, the following information should be considered:

- Unsupervised access or one-to-one photography or video sessions with under-18s should not be allowed. At least one staff member or the child's parents or guardians should attend any one-to-one photography or video session;
- Photographing or filming should not be

permitted in changing areas, bathrooms or sleeping areas;

- Information published on websites or social networking sites must never include detailed personal information that could identify a child, e.g. his/her home address, email address or telephone number;
- Children should never be portrayed in a demeaning, tasteless or provocative manner. Ensure all those featured are appropriately dressed (e.g. a minimum of shirt and shorts).

Information and communications technology (ICT) and social media

There are various ways in which to celebrate and communicate using ICT and social media. However, misuse of ICT and social media can also put children at considerable risk.

For children, the risks include:

- inappropriate access to, use or sharing of personal details (e.g. their names, email addresses or phone numbers);
- unwanted contact from adults with wrongful or questionable intent;
- being sent offensive or otherwise inappropriate material;
- online bullying;
- grooming for sexual abuse.

For adults, risks include:

their communication with children being misinterpreted leading to:

- potential investigation (internal disciplinary or by statutory agencies); and
- potential disciplinary action.

As a general principle and good practice, adults should never engage in inappropriate use of social media. This includes: direct messaging with children and posting comments on social media sites that could compromise the well-being of a child, cause him/her harm, or bring the association/club into disrepute.

Text/Email

The general principle is that all communication should be made via parents or guardians of children where possible. Where this is not possible,[20] consent should be sought from parents/guardians, as well as the child via email rather than text with a minimum of two adults included (copied) in the communication.

Concerns

- If at any time the use of an image or information attached to it appears inappropriate, report the misuse of an image to the safeguarding officer.
- Anyone behaving in a way which could reasonably be viewed as inappropriate in relation to filming or photographing children or the use of social media should be reported.
- Where appropriate, concerns should also be reported to the police.

[20] For example, where English (or another language) is not the mother tongue of the parents and therefore communication has to be with the child.

Consent form[21]

This form requires the signature of the parents or guardians of the child.

MAs should take all possible steps to ensure images and videos are used solely for the purposes they are intended. If you become aware that images and videos are being used inappropriately, you should report it immediately. *All images should be stored securely in line with data protection legislation.*

To be completed by parent or guardian: ☐ I give permission for photographs or videos of my child to be used on the association's or club's website, and for printed publications. ☐ I give permission for photographs or videos of my child to be used on the association's or club's social media pages.

Signature of parent:	**Print name of parent:**
Date:	

[21] Adapt as necessary to fulfil the requirements of any applicable data protection legislation



APPENDIX 13

GUIDANCE ON THE SAFE USE OF CHANGING ROOMS AND SHOWERING FACILITIES

It is important to think about how you can effectively meet the needs of all members of the football family, taking into account the facilities that are available, the number of people accessing them and the activities being undertaken.

Children are particularly vulnerable in changing areas due to various stages of dress/undress and because they are less supervised than at many other times. The risk of child-to-child problems, such as bullying, is also present when coaches or staff members are not supervising players or mascots. This is especially true in changing rooms. The following guidelines have been designed to help MAs develop their own policies to reduce the risk of misconduct or abuse in changing areas:

1. Where facilities are used by both adults and children at the same time, there must be access to separate changing, showering and toilet areas.
2. Under no circumstances should adults be undressed in front of children in changing rooms.
3. Adult staff and volunteers must not change or shower at the same time as children using the same facilities.
4. For mixed- gender activities, separate facilities must be available for boys and girls.
5. If a child feels uncomfortable changing or showering in public, then no pressure should be placed on him/her to do so. Instead, he/she should be encouraged to do so at home.
6. If disabled children need to use facilities, make sure they are accessible and the disabled child and his/her carer are involved in deciding if and how they should be assisted. Make sure the child is able to consent to the assistance that is offered.
7. The use of mobile phones and/or photographic equipment with video recording capabilities by staff and volunteers and children themselves should be prohibited in general and should not be used under any circumstance in changing rooms.
8. Where no changing facilities are available, children and their parents or guardians should be made aware of this prior to the game and advised to make alternative arrangements and take appropriate additional clothing.
9. Parents should be discouraged from entering changing rooms unless it is truly necessary. In such circumstances, only a parent of the same sex as the children may enter the changing room and he/she should let the coach know about this in advance. At least one member of the coaching staff of the same sex as the children involved should be present with the parent when other children are in the changing room.
10. Adult staff and volunteers, especially those of the opposite sex, should not be in the changing room when children are undressed.



APPENDIX 14

HOW TO RECOGNISE AND RESPOND TO ABUSE AND STANDARDS OF EXPECTED BEHAVIOUR

This information is for awareness-raising purposes and should be used as part of the MA's broader educational efforts on safeguarding. Child abuse can be a very difficult topic for staff and volunteers. It is unlikely that a child will disclose that he/she is being abused or that you will see abuse happening – it is far more likely you will see indications that a child might be experiencing abuse, so it is important to follow some general guidelines. Children suffering abuse often experience more than one type of abuse. The abuse usually happens over a period of time, rather than being a single, isolated incident. Increasingly, abuse can happen online.

There are commonly three stages in the identification of child abuse:

1. questioning the possibility;
2. looking out for signs of abuse; and
3. recording and reporting.

Considering the possibility

The possibility of child abuse should be considered if a child appears to have suffered a suspicious injury for which no reasonable explanation can be offered. This should also be considered if the child seems distressed without obvious reason or displays persistent behavioural problems that he/she never had before. The possibility of child abuse should also be considered if the child displays unusual or fearful responses to certain people like a coach or team doctor or his/her parents or guardians.

Looking out for signs of abuse

Signs of abuse may be physical, behavioural or developmental. The following is a list of some indicators of abuse, but it is not definitive. National legislation or government guidelines in your country may also describe some of these.

Children who are being abused may hint that they are being harmed and sometimes make direct disclosures. Disclosures should always be believed.

PHYSICAL ABUSE	
Physical indicators	**Behavioural indicators**
Scratches	Self-harm tendencies
Bite marks or bruises	Constantly trying to run away
Burns, especially cigarette burns	Aggressive or withdrawn
Untreated injuries	Fear of returning home
Broken bones	Unnecessary fear of adults

EMOTIONAL ABUSE	
Physical indicators	**Behavioural indicators**
Sudden speech disorders	Attention-seeking behaviour
Bed wetting and soiling	Rocking, thumb sucking
Signs of self-harm	Fear of change
Poor peer relationships	Chronic runaway

NEGLECT	
Physical indicators	**Behavioural indicators**
Constant hunger	Tiredness, listlessness
Exposed to danger, lack of supervision	Poor peer relationships
Inadequate/inappropriate clothing	Low self-esteem
Poor hygiene	Compulsive stealing, begging
Untreated illnesses	

SEXUAL ABUSE	
Physical indicators	**Behavioural indicators**
The child may complain of soreness, pain or bleeding in his/her "private parts"	Depression
Making sexual advances to adults or to other children	Inappropriate language and/or sexual knowledge for their age
Pain on urination	Making sexual advances to adults or other children
Difficulty in walking or sitting	Low self-esteem
Anorexic/bulimic	Afraid of the dark
Substance/drug abuse	Wariness of being approached by anyone
	Unnecessary fear of adults

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What to do if a child discloses information directly to you

Children's disclosures must always be taken seriously. Most importantly, you should immediately contact emergency support if the child is in immediate danger.

If a child suggests they want to tell you a "secret" or disclose information that suggests he/she is at risk or has been abused, it is important that you:

- remain calm and do not show shock or disbelief;
- listen carefully to what is being said and offer comfort statements, particularly when a child discloses sexual abuse, for example, "I'm sorry this happened to you", "It's not your fault";
- do not ask detailed, probing or leading questions;
- tell the child that you will take what is said seriously;
- explain what you are going to do (depending on the child's age, this would include asking what type of help is wanted and with whose involvement the child would feel comfortable);
- tell the child that you cannot keep this a secret, but that the information will only be shared in order to keep him/her safe. [Note that in many countries it is mandatory to report child abuse].

NEVER:

- question them except for clarification;
- make promises about confidentiality that you cannot keep;
- assume that someone else will take the necessary action;
- be dismissive or show an extreme reaction, e.g. anger, shock, horror, etc.;
- jump to conclusions, speculate or accuse anybody;
- make or pass a judgment on the alleged abuser;
- investigate the disclosure yourself.

REMEMBER

- It is not your responsibility to decide if abuse has occurred.
- IT IS YOUR RESPONSIBILITY TO REPORT IT.

Recording and reporting (see also guidelines on responding to concerns)

Your observations should be accurately recorded and should include dates, times, names, locations, context and any other information that may be relevant. This information is really important and may help any future investigation that can safeguard and protect the child. Please refer to the reporting form in the guidelines on responding to concerns.



APPENDIX 15

SAMPLE CODE OF CONDUCT FOR CHILDREN

This information can be used to develop a "children's charter" or "children's code of conduct". The purpose is to give age-appropriate information and to have a discussion with children on safeguarding, to empower them so that they know who to speak to in the event that they have any concerns. Allow at least one hour to go through it with them in group work, especially if they have any questions or do not understand something. For younger children, it may need to be further adapted and simplified. Decide who would be the best person to facilitate and lead this discussion – it may be the safeguarding officer or other staff member or a local expert agency or partner. Always ensure that at least two experienced adults or more conduct the session together.

In playing football, I will:

- respect my coach and team-mates;
- play fairly and be gracious in defeat;
- shake hands with the other team and the referee at the end of the match;
- ensure I am on time for training, matches and any other football activity;
- tell the team manager/coach about any injury or medical condition before or during activities;
- not bully or start fights with others (doing hurtful things on purpose), like:
  - using mean words to hurt others or spread rumours about them;
  - excluding someone on purpose;
  - using social media in a bad way – e.g. posting mean comments or photos on social media (Instagram, Facebook, Snapchat or Twitter, etc.) to hurt or upset someone;
  - cursing or swearing at someone;
  - physically fighting and hurting others;
- report bullying if I see it happening to others.

In participating in football, I understand that I have the right to:

- have fun and develop my football skills;
- feel safe and happy;
- be protected from bad behaviour, from adults or other children that make me feel uncomfortable or sad;
- talk and be listened to, especially if I have concerns or do not feel safe;
- know where to go for help or who to talk to if I am scared or worried about something;
- be looked after if there is an accident or injury.

Remember, in facilitating this discussion with children, it is important they know that if they are worried about something, or if they do not feel safe, there are a lot of people who can help. Encourage them to always talk to an adult whom they trust. Within football, this may be the safeguarding officer or other members of staff.



APPENDIX 16

INFORMATION/SAMPLE CODE OF CONDUCT FOR PARENTS AND GUARDIANS

Parents and guardians can promote the positive aspects of football by demonstrating good behaviour at all times – this includes encouraging their child's participation in the game, demonstrating respect for staff and officials and behaving responsibly on the sidelines or during other football activities.

The below information can be used to develop a "parents' charter" or "parents' code of conduct" in football. It can be used as a discussion guide during information evenings or events on safeguarding.

Parents and guardians should be informed that persistent breaches of the code could result in them being asked to stay away from football activities and may also result in their child being removed from the MA's programmes.

As a parent/guardian, I will:

- encourage my child to play by the rules and teach my child that he/she can only do his/her best;
- promote my child's participation in playing football for fun;
- cooperate with and show appreciation and respect for staff, coaches, referees, volunteers and other players;
- be realistic and never exert undue pressure or expectations on my child or other children;
- praise effort and participation rather than focusing on performance and results;
- accept decisions made by match officials, behave responsibly on the sidelines and not use aggressive or abusive language with any player or official;
- refrain from engaging in inappropriate use of social media – this includes posting comments on social media sites that may cause harm to others or bring the MAs or its stakeholders into disrepute;
- detail any health concerns and inform the coach/coordinator if my child has been ill or hurt recently;
- complete and return the relevant consent forms pertaining to my child's participation.

Parents/guardians have the right to:

- know their child is safe and protected from any form of poor practice or abuse;
- be informed of any problems or concerns relating to their child;
- speak to staff and voice any concerns about their child;
- have concerns appropriately dealt with.

APPENDIX 17

GUIDANCE ON MONITORING AND EVALUATION

What does monitoring and evaluation mean in terms of safeguarding within an MA?

Monitoring is the process of collecting, analysing and using information regularly to track progress towards keeping children safe in football. Evaluation is more of a systematic assessment of an activity, project, policy or operational area of performance (e.g. training) to see if it has achieved its objectives, and to guide future management decisions.

The ongoing monitoring of your policy, recruitment practices, training and other safeguarding measures is a really important part of the overall implementation process.

The below table may help you think about the information needed and different questions to ask as part of monitoring and evaluation efforts. This could be done through a survey, group discussions during a workshop or training, interviews with different stakeholders, consultations with children after a programme has been completed, etc. The most effective method will depend on your context. The safeguarding officer should work with local partners to conduct regular monitoring and evaluation to ensure everyone understands the following:

- What is safeguarding?
- Why is safeguarding important/why are you doing it?
- Who is responsible for safeguarding? (i.e. everybody)

Monitoring and evaluation sample questions

SAFEGUARDS	POSSIBLE INFORMATION TO COLLECT
Policy	Was the policy developed in a consultative way with relevant authorities, expert agencies, and key stakeholders, including with children (with support from local organisations), and was it adopted by the executive committee or council? Do you know about the MA's safeguarding policy and what it means for you?

SAFEGUARDS	POSSIBLE INFORMATION TO COLLECT
Recruiting, training and communicating	Is there an identified member of staff who is tasked with the responsibility of safeguarding? Is this person supported in his/her role, including by an expert advisory group and/or a safeguarding steering group or some form of oversight body? Have all new staff who work directly with children received a background and reference check? Have all new staff signed the code of conduct for their role? Do we provide a regular training programme on safeguarding, for example, to all coaches and volunteers? Is safeguarding training included as part of coach licensing? How many people have been trained in safeguarding this year? Is there an up-to-date list of those who have completed the safeguarding course and the dates when they were completed? Have staff who have not yet completed the course been notified that they must do so?
Minimising risk (see also risk assessment guide for MAs)	Do you know how to minimise risk to children in your role or for a specific event? For example: - for away trips and tournaments? - for the appropriate use of social media and photos? - in youth academies? - when transporting children?

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SAFEGUARDS	POSSIBLE INFORMATION TO COLLECT
Reporting and responding to concerns	Would you know what to do if you had a concern about a child? Do you know who to report your concern to? Do children know where to go if they have concerns? Are you clear in understanding that it is not your responsibility to decide if abuse may have occurred but that it is your responsibility to act and report it? How many cases have been reported this year? Were they poor practice concerns or abuse? What were the outcomes and lessons learnt from this? Is there a confidential process for dealing with all complaints, concerns or allegations?
Advice and support	Do you feel supported in your safeguarding role? What further information or educational training would be of use? Has safeguarding training been evaluated to see if it is relevant and useful to specific roles within football?

CHILD SAFEGUARDING TOOLKIT FOR MEMBER ASSOCIATIONS

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FIFA® GUARDIANS

FIFA Guardians™ Safeguarding Essentials



The FIFA Guardians™ Safeguarding Essentials is a 90-minute course that can be undertaken by anyone interested or involved in football.

On completion of the course content and the end-of-course quiz, you'll be awarded a **FIFA Guardians™ Safeguarding Essentials digital badge** and **certificate of completion**.

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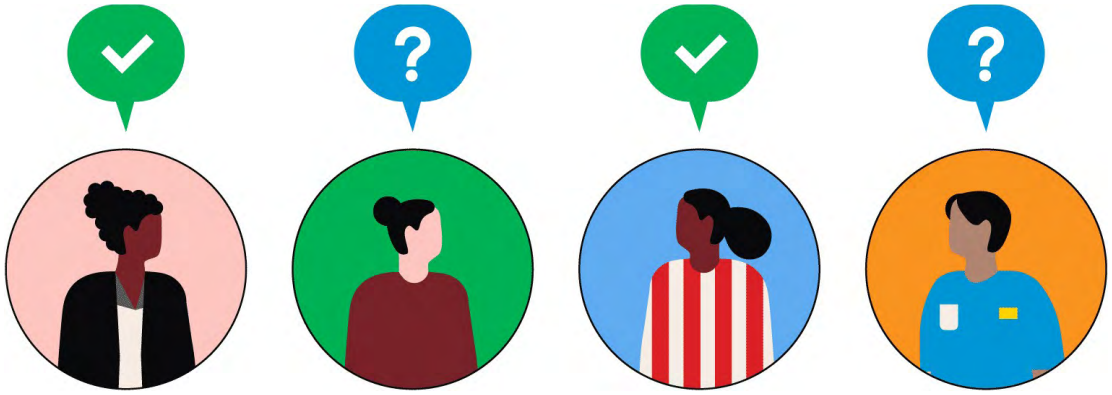
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INTRODUCTION

Who is this course for?

This short course on Safeguarding Essentials is designed to support people involved in football in a voluntary or paid role either for FIFA; a national football association; for a club or as a Safeguarding Officer, a coach, manager, agent, referee, or through another important role such as an Academy Director, physiotherapist or medic.

The course is designed for people like you from grassroots to talent development and high-performance football. The course explains how safeguarding is everybody's responsibility and you can complete it at your own pace.

This course is free and open to all, and you are welcome to study it without enrolling. However, if you want to earn a FIFA/Open University digital badge for your learning, you'll need to enrol on the course. Nominated FIFA Learners will earn a FIFA certificate of completion in addition to the digital badge.

This course supports the delivery of the FIFA Guardians™ Safeguarding in Football educational programme and is the first in a collection of five free FIFA online courses that anyone can do.

If you're a Nominated FIFA Learner and successfully complete all five courses, you will be able to claim the FIFA Guardians™ Safeguarding in Football Diploma.

If you are a Global Football Community Learner or Open Learner and successfully complete all five courses, you will be able to claim the FIFA Guardians™ Safeguarding in Football Award.

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Learning outcomes

As a result of studying this course, you will be able to:

1. Describe what is meant by safeguarding in football.
2. Recognise safeguarding risks in football and how you can help to reduce risks.
3. Understand how to report safeguarding concerns so that they can be responded to properly.
4. Start making plans for how to take your next steps in safeguarding.

Your welfare



During this course you will be asked to think about different types of harm that children experience. You may have your own lived experience of harm and abuse and may find some of the content in this course difficult and upsetting.

Please make yourself aware of the support services that are available to you through your line manager, your Member Association or within your community before starting the course, so that you know how to access this support if you need to.

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WHAT IS SAFEGUARDING AND WHY IS IT NEEDED?

Getting started

Welcome to this short course.

You start by considering what is safeguarding and why is it needed?

Watch this video which shows a grassroots football programme and one of the players, Philip.

As you watch the video, think about if Philip has been harmed or abused?

Trigger warning: The following animation contains content related to abuse in football which some viewers may find difficult or distressing.



A transcript of this video is available below.

GRASSROOTS FOOTBALL – PHILIP'S CASE STUDY

NARRATOR: Philip plays in a grassroots programme and lives for football.

PHILIP: I really love playing football. I train midweek and play every weekend.

NARRATOR: Phillip's best friend is Julie and she also dreams of becoming a football star.

JULIE: I want to be a star, just like Marta.

NARRATOR: The programme is run by a very well-respected teacher who volunteers as a part-time coach.

[WHISTLE]

PHILIP: Our coach is strict, but he knows a lot and I want to do well.

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COACH: No, not like that! The inside of the foot. Try again.

PHILIP: Best to listen and keep practising.

NARRATOR: Sometimes the coach makes him feel sad and worthless and uses aggressive language in training.

PHILIP: I don't like it when he picks on me. He always says I'm not concentrating and gets me to do more. Sometimes, he shouts at me. I don't like it.

JULIE: I don't know what happened, but one day, the coach shouted at Phillip. And then he hit him in front of everyone! Philip started crying and everyone laughed at him. He wouldn't talk to me about what happened. After a couple of weeks, he stopped going to football. He doesn't play for the team now. We don't have kickabouts anymore.

In the first part of this course, we discover:

- What safeguarding means.
- What safeguarding includes.
- Why safeguarding is so important.

Everyone has the right to play football in a safe and supportive environment, especially children



In this part of the course, you find out what safeguarding means, what it includes and why it is important.

You will also see how you can identify risks to players' wellbeing before something bad might happen.

In the following section you explore what safeguarding is and then consider how it applies to Philip.

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What is safeguarding?



‘Safeguarding’ is sometimes used as an umbrella word: but what does it include?

Let’s first explore the meaning of safeguarding.

Safeguarding – in simple words

Have you heard the word safeguarding before?

What do you think it means?

You may have heard ‘child protection’ used before. Safeguarding and child protection are closely linked but they mean different things.

Safeguarding means: (click or swipe each slide for a definition)

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The things we do to minimise risk. It means doing everything possible to prevent any kind of harm or abuse from happening, such as physical, sexual, emotional abuse and neglect, trafficking and exploitation (later in the courses we'll explore the meaning of these and other terms).



The things we need to do when we're concerned that someone is at risk or is suffering harm or abuse.

Quite often the term 'protection' or 'child protection' is used to describe the response – the action taken when there are concerns for a child (or adult) who may be suffering harm or abuse or is at risk of suffering harm or abuse.

Who is responsible for providing safe football environments?



Everyone in football has a duty to make sure activities are delivered as safely as possible.

This is part of our safeguarding responsibility.

Next, we're going to look again at the grassroots football programme featuring Philip.

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What does safeguarding mean in practice?



Has Philip been harmed or abused?

Think about this question for a moment while watching the video again.

Trigger warning: The following animation contains content related to abuse in football which some viewers may find difficult or distressing.



A transcript of this video is available below.

GRASSROOTS FOOTBALL – PHILIP'S CASE STUDY

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NARRATOR: The programme is run by a very well-respected teacher who volunteers as a part-time coach.

[WHISTLE]

PHILIP: Our coach is strict, but he knows a lot and I want to do well.

COACH: No, not like that! The inside of the foot. Try again.

PHILIP: Best to listen and keep practising.

NARRATOR: Sometimes the coach makes him feel sad and worthless and uses aggressive language in training.

PHILIP: I don't like it when he picks on me. He always says I'm not concentrating and gets me to do more. Sometimes, he shouts at me. I don't like it.

JULIE: I don't know what happened, but one day, the coach shouted at Phillip. And then he hit him in front of everyone! Philip started crying and everyone laughed at him. He wouldn't talk to me about what happened. After a couple of weeks, he stopped going to football. He doesn't play for the team now. We don't have kickabouts anymore.



- Yes, Philip has been harmed and abused
- Both 'aggressive language' and being hit can cause physical and emotional harm
- These are examples of poor coaching practice and are a form of abuse
- Philip will probably remember being humiliated in front of others forever.

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The appointment, training and management of Philip's coach, even if he is a volunteer, should be in line with clear safeguarding standards. For more information, see the **FIFA Guardians Child Safeguarding Toolkit** below.

Child safeguarding toolkit for member associations.pdf

Later in the course we'll look at the importance of agreed behaviours in preventing and addressing poor practice.

What is safeguarding about?

Safeguarding is about the things we can do to prevent Philip's coach behaving like he does, and the way we respond if we find out a player like Philip is at risk of harm.

Next, we'll move on to consider 'what does safeguarding include?'

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What does safeguarding include?



Safeguarding includes much more than just addressing poor coaching practice.

Which of these statements fall under safeguarding?

Look at the 12 statements below and tick all those that apply to safeguarding.

- Proper recruitment processes are used when employing people to work with children.
- Ensuring all staff and volunteers agree to clear codes of conduct and ethical standards.
- Making sure equipment and facilities are safe to use, in line with local health and safety guidelines.
- Having medical or allergy information for children when you take them away on trips.
- Providing safe transport and accommodation arrangements when travelling.
- Having rules about which kit to wear for home and for away matches.
- Making sure you have enough adults to supervise children.
- Ensuring safeguarding requirements are included in all contracts with local service providers.
- Not training in extreme weather conditions.
- Having clear rules about the use of social media and communicating with children.
- Having clear rules on the safe use of changing rooms and showering facilities.
- Having a requirement for players to do three media events per year.

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Result feedback

Safeguarding includes all of the statements above except for:

- Having rules about which kit to wear for home and for away matches. Although the kit needs to be clean, the colour or design are not safeguarding issues.
- Having a requirement for players to do three media events per year. Although media appearances need to be managed well, the requirement of three per year isn't a safeguarding issue.

Did you notice that general health and safety policies are also part of safeguarding?



This is because, if we do not follow general health and safety policies, children's wellbeing is put at risk.

We've now seen how broad our safeguarding responsibility is. You're doing well and we're now halfway through the first part of the course.

Next, we'll think about why there is a call for safeguarding action in football now.

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Why is safeguarding in football important?



There is a saying about 'the tip of the iceberg' only showing a small part of what is underneath the water.

Is this true for abuse and harm in football?

As the world's most popular sport, football is an important part of daily life for many people. However, there are unfortunately many examples of where people have suffered abuse in football.

Let's now look at three news headlines that are based on true events.

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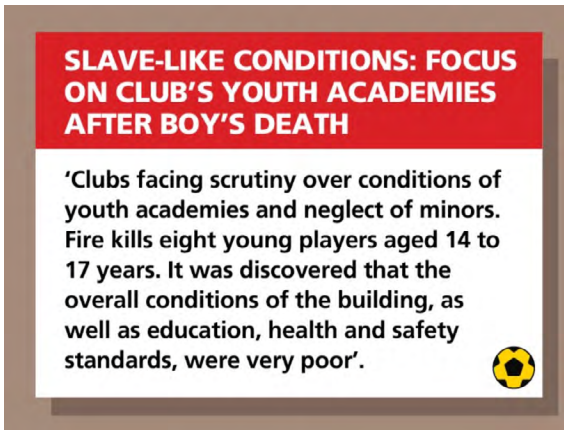
Why is safeguarding important?

Using the arrows, read through these headline stories and complete the following activities.

1



2



3



4



5



6



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7



Thinking about the overall experience of headlines like these being widely reported, respond to the following questions by selecting 'Yes', 'No' or 'Maybe'.

8

Who has been harmed?

Use your mouse to slide the button to yes, no, maybe.

The children	No
The staff	No
The organisation	No
The journalists	No
The children's family	No

SUBMIT

9

What is the longer-term impact of these headline stories?

Children's health and wellbeing – parents' trust in the sport is reduced	No
Reputational damage – football not being seen as a safe sport	No
Cancelled sponsorship and reduced money coming into football	No
Community support for the club or federation is reduced	No
Continuing negative press coverage of the club or federation	No

SUBMIT

10 Well done, you've completed this activity.

Please continue with the course.

Are talented players more at risk of suffering abuse?



Research shows that football is not free from the problem of abuse. It's also clear that the risk of abuse rises as a player progresses up the talent ladder and that children themselves can also cause harm to other children, especially bullying, but also peer-to-peer sexual harassment and abuse.

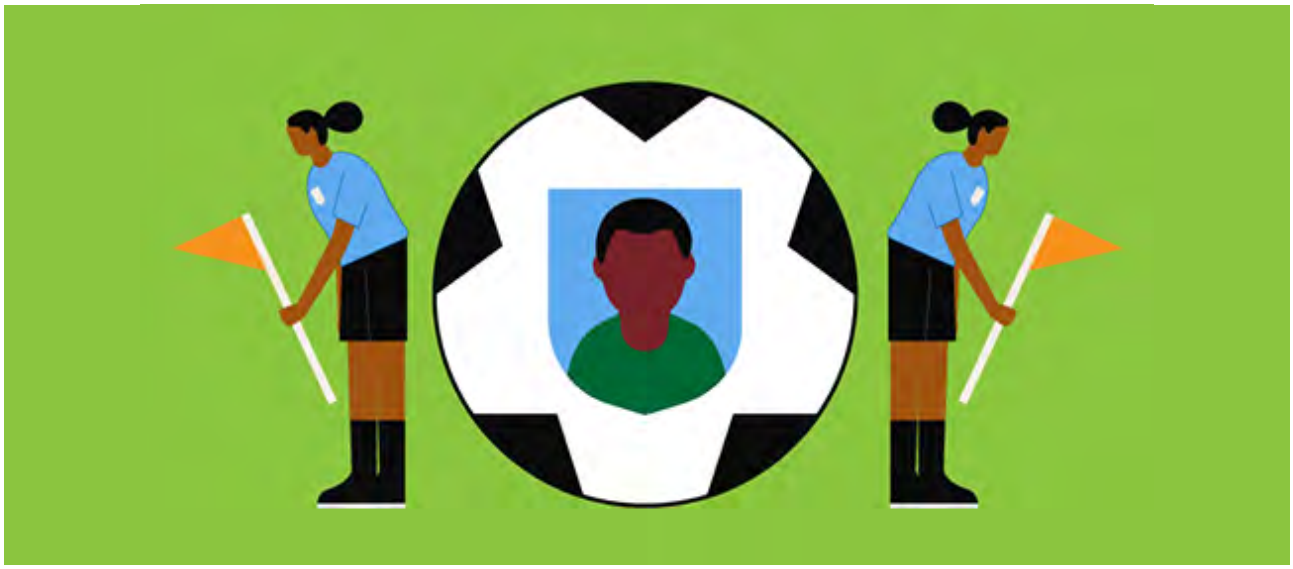
This suggests that what we see in the news is only 'the tip of an iceberg'.

The failure to safeguard not only hurts individuals, but it can also undermine the growth of the game and its integrity. We all need to think about how to put safeguarding at the centre of what we do in football.

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Can we identify risks before something bad happens?



Is identifying different risks key to safeguarding?

An important part of safeguarding is to identify risks before they happen. Once you know the risks you can then plan how they can be prevented and managed.

Living conditions at a youth academy

To explore identifying and preventing risks a little more, let's watch another video scenario.

While you watch the video, think about these two questions:

1. What three risks to the players at the youth academy can you identify?
2. How might these harm the players?

Trigger warning: The following animation contains content related to abuse in football which some viewers may find difficult or distressing.

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LIVING CONDITIONS AT A YOUTH ACADEMY

MAN: A Football Federation is building a youth academy and training facility. Project costs include construction, maintenance, and staffing, including an academy director, head of coaching, medical manager, a facilities manager, but no safeguarding officer.

WOMAN: Two years later, it has been reported by an investigative journalist who visited the academy that the living conditions for the children are substandard.

MAN: They do not have access to safe water.

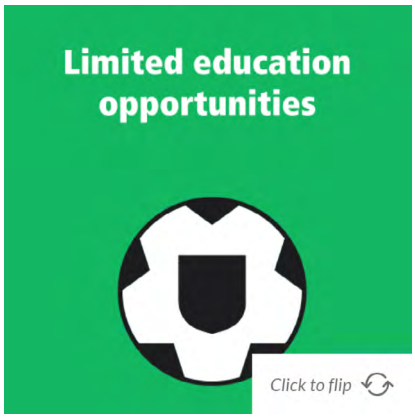
WOMAN: And sanitation facilities. They have limited education opportunities.

MAN: And they are sleeping in overcrowded dormitories with minimal supervision.

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Discussion

You may have identified many types of risks and harm that could arise at the youth academy. Some of the risks include, but are not limited to:



Risk
Harm to educational development



Risk
Harm to physical health and development



Risk
Harm to children's emotional and mental health

These are all forms of what is called 'neglect' of the children in the academy.

What comes next if I identify risks?



Once the safeguarding risks have been identified, the next step is to plan how they can be prevented or managed.

The whole process is known as a safeguarding risk assessment. We will explore risk assessment in more detail later in the course.

Working through the first part of this course might have raised some concerns for you. If you have any concerns, report them straight away to your local football safeguarding officer or to your local police and child protection authority. This topic will be covered in more detail in the final part of the course.

Well done, you've almost completed the first part of this course.

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Closing thoughts and main messages



Now, as we finish this first part of the course, you can see why safeguarding is needed and why we all need to act now.

The four main messages to take away from this first part of the course

1. Everyone has a right to play football in a safe environment, especially children.
2. Safeguarding is about taking proactive steps to prevent harm and being ready to respond if we're concerned that harm may be happening.
3. Safeguarding is everyone's responsibility, and everyone should be supported to take action that is right for their role.
4. Identifying safeguarding risks helps protect everyone involved in football.

In the next part of the course we explore managing risks a little further.

We'll also discover how our approach to safeguarding is shaped by our life experiences. You may be surprised how this is such an important part of understanding safeguarding.

Now go to the second part of the course.

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MAKING FOOTBALL SAFER FOR ALL

Welcome to Part 2



What further areas of responsibility should I be aware of?

This second part of the course covers three further areas of your safeguarding responsibility. These are:

- Preventing harm by managing risks.
- How your beliefs, values and life experiences influence your approach to safeguarding.
- The importance of having codes of conduct which everyone in your organisation follows

Learning about these areas will help you understand safeguarding better and will make football safer for everyone.

Next, we'll look at managing risk.

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Managing risk



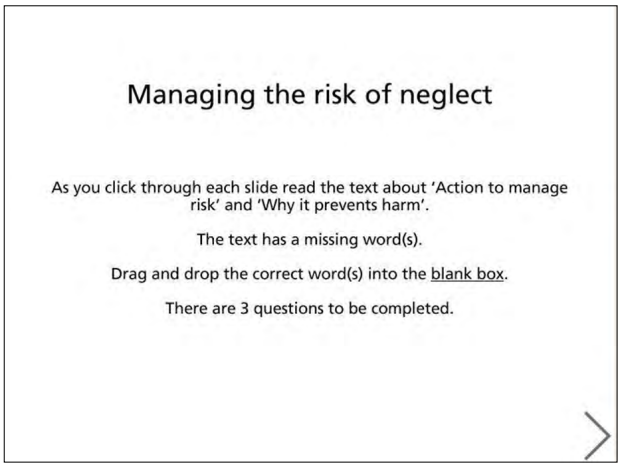
In the first part of this course we identified three risks that were present in a youth academy. One of the identified risks was sleeping in overcrowded dormitories with minimal adult supervision.

Good safeguarding practice means assessing and managing this risk by making sure that every player has safe and clean living conditions.

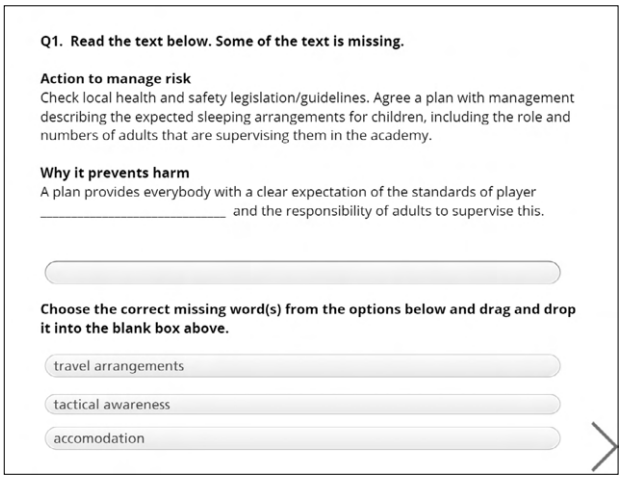
But how can this be achieved?

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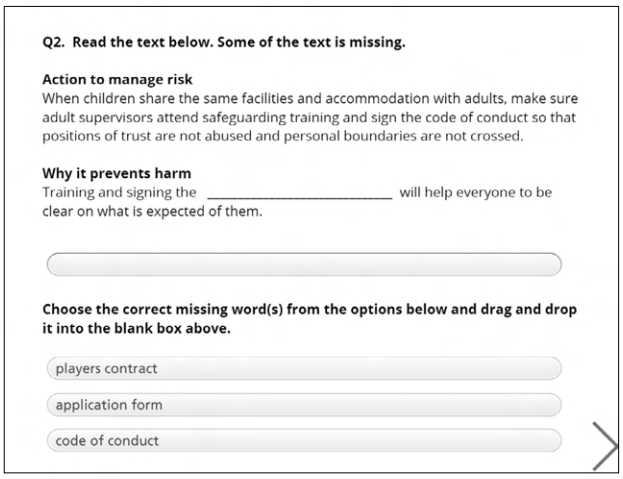
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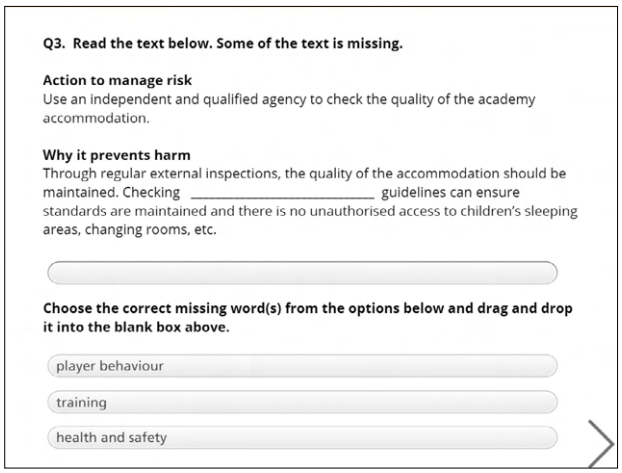
Q1



Q2



Q3



You've completed all of the questions.

Please continue with the course.

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Preventing harm is a step-like process.



What does the risk management process look like?

Preventing harm is a step-like process, as illustrated in the diagram above.

This process seems very straightforward. However, it will be influenced by your experiences, beliefs and values.

This influence is explained further in the next section.

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How do beliefs and values influence your approach to safeguarding?



How you perceive the seriousness of the risks you identify, and the steps you take to manage these risks, is influenced by what you believe in and value.

Do you know the difference between your beliefs and values?

Let us check our understanding of what is meant by our beliefs and values.

Beliefs – these describe things that we hold to be either:

- 'right' or 'wrong'.
- 'true' or 'false'.

For example, if you think it is 'right' that playing football should be enjoyable – then this is a belief, it is something you believe to be 'true'.

Values – these are things that are important to you. 'Respecting other people' is a value. If you feel strongly about this, you will protect and attach more importance to it.

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Let us look at how your beliefs and values are shaped by life experiences.

Understanding your beliefs and values

Listed below are five statements describing different behaviours.

Place each of the behaviours into an order by dragging each one across to the opposite column. Place what you believe is the most serious behaviour at the top and the least serious at the bottom.



Response

The way each of us responds to situations is not the same.

Many factors will influence how serious you felt each behavior is.

For example, you may have been injured in a road accident that was caused by another person driving over the speed limit in bad weather. This experience means you probably see this as being far more serious than the other statements.

Your previous life experiences, beliefs and values influence your approach to safeguarding



We do not all share the same beliefs and values. Therefore, how we identify the seriousness of risks and the actions we take to manage them will be different.

This is why it is important to develop codes of conduct, because they provide a way of describing common standards of behaviour which everybody understands and agrees to.

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We will examine codes of conduct in more detail next.

Agreeing behaviours for everyone in football



Because peoples' beliefs and values are different, a framework describing agreed standards of acceptable behaviour is needed.

Creating codes of conduct can achieve this and help your organisation to develop a good safeguarding culture, but what should these codes of conduct include?

What should be included in a code of conduct?

Look at the 7 statements below and tick all the ones that should be included in a code of conduct.

- Never engage in bullying behaviour. Challenge any form of bullying behaviour among children.
- Communicate in a positive way with children that is right for their age.
- Never humiliate children.
- Never support rule violations.
- Never hurt, or threaten to hurt, a player physically, sexually or emotionally.
- Never exploit a player for personal and financial gain.
- Provide opportunities for children to share in decisions which affect them.

Response

All the statements above are typical of those that should be included in a code of conduct.

Creating codes of conduct for your organisation will make sure that risks can be better identified. For example, when you see behaviour that your code of conduct identifies as unacceptable, then action can be taken to stop this behaviour and hold people accountable.

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Who do codes of conduct apply to?

Everybody in your organisation should know, understand, and sign-up to your code of conduct.

Nobody, for any reason, is an exception.

In the next section we discover how a code of conduct could have helped prevent the players of a U-20 Women's team being harmed by different forms of abuse.

How can codes of conduct help prevent harm?



An organisation committed to high safeguarding standards can help protect everyone from harm.

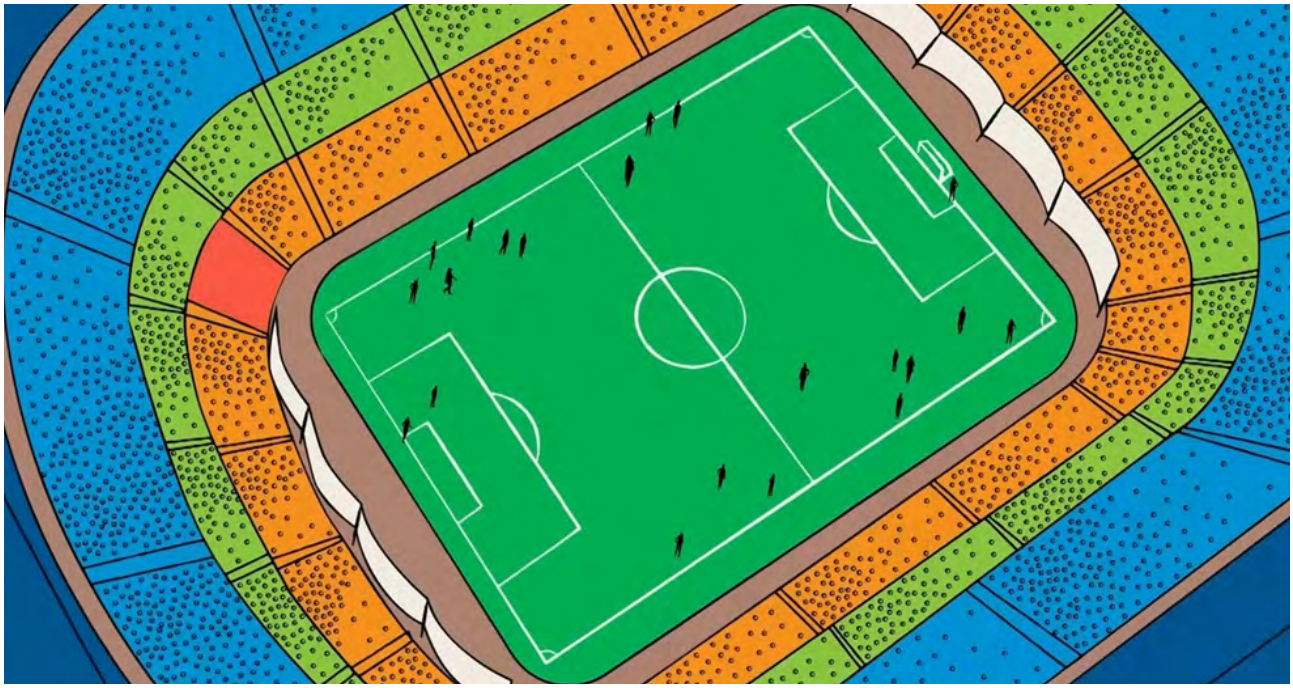
The following example of an U-20 Women's team shows what can happen without a clear code of conduct.

Reducing the risk of harm through an effective code of conduct

Watch the video below and then answer the questions that follow.

Trigger warning: The following animation contains content related to abuse in football which some viewers may find difficult or distressing.

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A transcript of this video is available below.

U-20 WOMEN'S TEAM CASE STUDY

[CHEERING]

WOMAN 1: Sixteen national teams have travelled with their delegations to the U-20 Women's World Cup.

WOMAN 2: It is really exciting meeting the teams from all over the world.

WOMAN 1: Some of the players are still children, and many of the teams are nervous and anxious, because it is the first time they have travelled abroad and represented their country.

[CHEERING ERUPTS]

The results on the pitch for one team do not go so well. Oh, it was really bad.

[WHISTLE]

WOMAN 2: We can play better than that. Some of the girls were crying.

[SOBBING] We lost all three of our group matches, so we were out of the tournament.

WOMAN 1: Off the pitch, they also had a tough time.

WOMAN 2: It was great winning. But later, I felt bad about knocking them out. After the match, we could see their coaches giving them a hard time.

COACH: [IN SPANISH] Our coaches just kept shouting at us and saying we'd let everyone down. It was horrible.

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[GIRL SOBBING]

Some of them were using their phones. They posted the scoreboard and some horrible things, sending the names of the girls who had made mistakes.

[PHONES CHIME, BUZZ]

So, everyone started to get bad messages.

[GIRL SNIFFLES, SOBS]

WOMAN 2: We heard rumours that the players had to share mattresses in their hotel room. One of them said their mobile phones and passports were taken away, and that some of the girls were hit.

WOMAN 1: There were also rumours that the girls were being sexually abused by members of the team's entourage.

WOMAN 2: We even heard some girls were touched.

Q1. In a footballing context, adults should avoid being alone with a child who is not their own child.

Choose the best reason for this statement from the two choices below:

A. This limits the likelihood of other players on the team feeling left out.

B. This limits the opportunity for adults to sexually abuse.

Response

A. Incorrect. Other players may feel left out, but the other answer is the best answer because its much harder for adults to sexually abuse a child if there are other people around.

B. Correct. That's correct, avoiding being alone with a child who is not theirs, limits the opportunity for adults to sexually abuse.

Q2. Staff should never engage in sexual relationships with players.

Choose the best reason for this statement from the two choices below:

A. It is never acceptable for any kind of sexual 'relationship' between staff and players as, even if a coach is the same age as a player, it is still an abuse of power and position of trust.

B. Having a sexual 'relationship' with a player can create problems in the future if the relationship breaks down and make it uncomfortable for everyone.

Response

A: That's correct. Even if a coach is the same age as a player, it is still an abuse of power and position of trust.

B: Incorrect. Whilst it may make it awkward in the future, the best answer is that staff (especially adult staff) have power over the players and they are in a position of trust. As a result, there is always a power imbalance and any staff engaging in a sexual relationship would be abusing this power and position of trust.

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Q3. Adults should speak to children respectfully and should not use sexualised language or humour.

Choose the best reason for this statement from the two choices below:

A. This prevents children learning bad words and using them against their coaches.

B. This sets a positive example and prevents behaviour that can make it easier for more serious abuse to happen.

Response

A: Incorrect. While we don't want children using bad words, the other answer is the best answer as it helps adults set the right boundaries and doesn't create a sexualised culture where sexual abuse can happen more easily.

B: That's correct, speaking to children respectfully and not using sexualised language or humour sets a positive example and prevents behaviour that can make it easier for more serious abuse to happen.

Q4. Sexual abuse and harassment are banned (in most countries it is a criminal offence).

Choose the best reason for this statement from the two choices below:

A. Banning sexual abuse and harassment makes it clear that football does not accept this behaviour in any form.

B. Banning sexual abuse and harassment will make sure adults do not get into trouble with the police and parents of children.

Response

A. That's correct. Banning sexual abuse and harassment makes it clear that football does not accept this behaviour in any form.

B. Incorrect. The other answer is correct because sexual abuse and harassment are never acceptable, in any context. In most countries it is a criminal offence.

Q5. Adults should not use their own social media accounts to communicate with children or make comments about a child.

Choose the best reason for this statement from the two choices below:

A. This prevents behaviour that could allow someone to have secret conversations with a child or make comments that harm a child's wellbeing.

B. Many children have social media accounts and use them a lot, so this prevents adults' social media accounts being filled up with comments from children.

Response

A. That's correct. It prevents behaviour that could allow someone to have secret conversations with a child or make comments that harm a child's wellbeing.

B. Incorrect. The other answer is correct because it is a way of limiting opportunities for adults with wrong intentions to engage in private online discussions with children.

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FIFA GUARDIANS

Q6. How could a code of conduct, with statements like those in Q1–Q5 above, have helped manage the risks associated with the U-20 Women's team at the tournament?

Tick which one answer you consider to be correct from the two choices below. Tick both of the choices if you consider them to be correct.

A. A code of conduct could have helped prevent the behaviours that were rumoured to have occurred.

B. Everybody connected with the team would have known the difference between acceptable and unacceptable behaviour.

Response

Both of these answers are correct.

Where can I find examples of codes of conduct?

Developing codes of conduct is an important part of your organisation's commitment to safeguarding and should be linked to a safeguarding policy.

Examples can be found in the FIFA Guardians™ Toolkit, where you will find a sample code of conduct for:

- Member Association staff and volunteers.
- Parents and carers.
- Children.

PDF **Child safeguarding toolkit for member associations.pdf**

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Codes of conduct: a summary



Codes of conduct: What is their purpose?

Codes of conduct are more than just a list of acceptable and unacceptable behaviours.

They can:

- Make people accountable for their behaviour.
- Demonstrate your organisation's commitment to safeguarding.
- Provide a point of reference to clarify if some behaviours are acceptable or not.
- Define standards of good practice.

Taking time to develop codes of conduct for your organisation is a necessary investment in making football safer for everyone.

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Closing thoughts and main messages



Congratulations, you are now two-thirds of the way through the course. By now you will realise that safeguarding is an important part of your role in football – it is not an optional extra.

The three main messages to take away from this second part of the course

1. Identifying and managing risks helps to protect everyone involved in football.
2. Your beliefs, values and life experiences influence how you approach safeguarding.
3. Following agreed behaviours helps you reduce risks and identify concerns.

The final part of the course covers the response you and your organisation should follow when you have a safeguarding concern. Something might not seem serious, but the session shows why and how you should respond every time you have a concern.

Now go to the final part of the course.

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RESPONDING TO SAFEGUARDING CONCERNS

Welcome to Part 3



This final part of the course will help develop your knowledge about how you should respond to safeguarding concerns. As part of this session, you will also see how both power and fear influence who speaks up about possible harm or abuse.

First though, you need to understand what is meant by 'safeguarding concerns', how you find out about them and how you report them.

What is a safeguarding concern?



Earlier in the course we discussed that safeguarding is about preventing any kind of harm or abuse from occurring. To do this it is important that we can recognise a safeguarding concern.

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'A safeguarding concern': What does this mean?

A safeguarding concern is when you are worried about the safety or wellbeing of a child or adult because of something that is seen or heard, or information which has been given to you.

It means a worry which needs to be reported.

Think back to the first part of the course and the scenario about the youth academy living conditions.



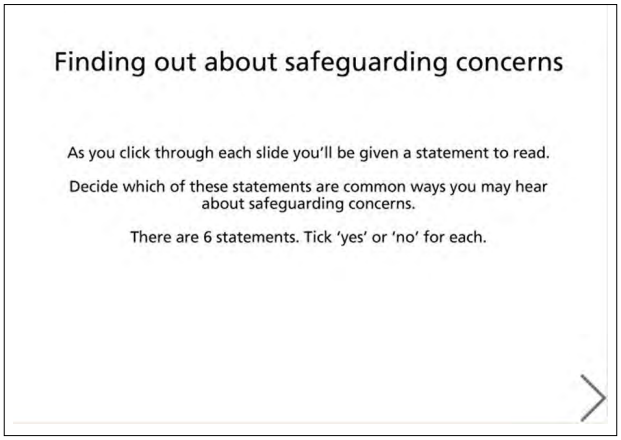
These types of risks were identified:

- Limited education opportunities for the children increasing the risk of harm to their educational development.
- Unsafe water and sanitation facilities increasing the risk of harm to physical health.
- Lack of care and effective supervision as well as sub-standard sleeping conditions increasing the risk of harm to children's emotional and mental health.

Concerns may be about actual harm or abuse, or they may be about situations that increase the risk of harm or abuse happening in the future.

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How do you find out about safeguarding concerns?



Is the following statement a common way you may hear about safeguarding concerns?

Q1. Media reports

Q2. Staff notice behaviour that causes them concerns

Q3. Players, including children, report that they are suffering harm

Q4. Parents/carers making complaints about their children's experience

Q5. Information that comes to light on a reference or criminal records check for a new coach

Q6. Report received from another sport, football organisation or club

Response

Q1 **NO:** Incorrect. Media reports are sometimes the first that we hear about a safeguarding concern.

YES: Correct. Sometimes this will be the first that we hear about a safeguarding concern.

Q2 **NO:** Incorrect. Staff noticing behaviour that causes them concerns is very often the way we find out about safeguarding risks in our organisation.

YES: Correct. That's right! you selected the correct response.

Q3 **NO:** Correct. This is often very difficult for players to do. Especially children. They rarely talk if they are being harmed and often do not know what to do or where to go for help.

Q4 **NO:** Incorrect. The correct answer is parents/carers making complaints about their children's experience. But often they do not know how to raise concerns about their children.

YES: Correct. But often parents/carers do not know how to raise concerns about their children.

Q5 **YES:** Correct. Recruitment processes need to be strong because they can help to prevent the wrong people from joining your organisation in the first place.

Q6 **NO:** Incorrect. Sometimes a report received from another sport, football organization or club will be the first that we hear about a safeguarding concern and any information or report received should be treated confidentially and acted upon.

YES: Correct. Yes! Sometimes this will be the first that we hear about a safeguarding concern and any information or report received should be treated confidentially and acted upon.

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Should every concern be responded to?

Notice how safeguarding concerns can come from a range of places.

An important principle to remember is that although safeguarding concerns will vary in

Why are players not likely to speak out?

Young players not speaking out

Watch the following video scenario and think about this question:

What stops these players from speaking out?

Trigger warning: The following animation contains content related to abuse in football which some viewers may find difficult or distressing.



A transcript of this video is available below.

YOUNG PLAYERS NOT SPEAKING OUT

WOMAN 1: Carmen, you shouldn't be frightened to speak out. I know he's a senior manager in our federation.

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CARMEN: But he's so powerful, and he gets to decide who plays and who doesn't.

WOMAN 1: I know he's powerful, but all the same. He's been touching you, sexually. That's just not right. And he's doing it to some of the others, you said.

CARMEN: I know. But we're all terrified. I'm scared for me. I'm scared for my family. What if he tried to hurt us?

WOMAN 1: But it can't go on.

Discussion

Fear and being worried are often the main reasons.

For example:

- Fear of threats and negative actions (reprisals) against them and their family.
- Fear of being dropped from the team.
- Being worried that they will get the abuser into trouble.
- Fear that they will not be believed.
- Fear that other teammates would not believe what they say.

Many adults working in football are passionate, committed and responsible. Unfortunately, some may misuse their position of trust and power for personal gain.

It can be very difficult for players, especially children, to tell someone they are being abused and they will only tell people who they trust and feel safe with.

Sometimes during sexual abuse, abusers use 'rewards' like giving special attention, extra privileges, or gifts to certain players. This is part of a process called 'grooming'. The fear of losing these rewards is often very confusing for these players and can make it difficult for them to understand they are being abused or to tell someone about it.

It is important to note that many children who are abused do not speak out until they are adults or may not ever talk about their experiences. Experience of abuse as a child can have harmful long-term effects.

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How can I recognise a safeguarding concern?

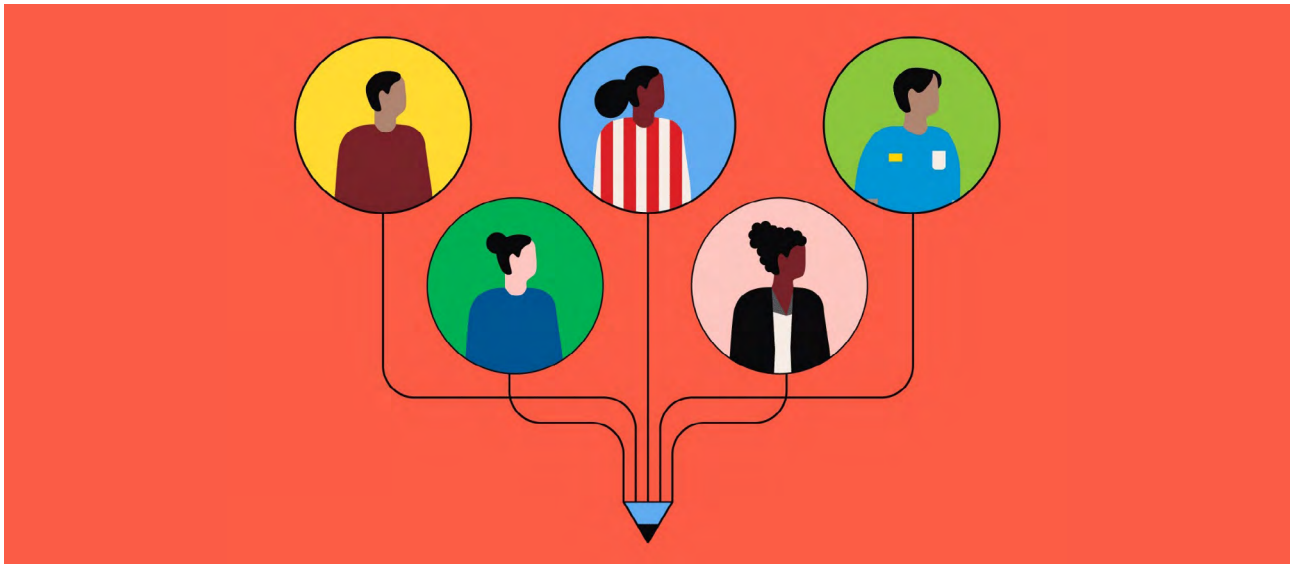
The least likely way you will find out about a child being abused is by a child telling you about it.

Therefore, it is your responsibility to be alert and recognise and report safeguarding concerns at the earliest opportunity.

Some signs of the possibility of child abuse include when a child:

- appears to have suffered an injury that cannot be explained.
- seems upset without obvious reason.
- shows changes in behaviour that cannot be explained.
- shows unusual or fearful responses to certain people such as a coach, manager or team doctor.

Adults and reporting



Adults also face difficulties in reporting safeguarding concerns. . There are many reasons for this. Like children, adults may have fears such as:

- Fear that there will be negative consequences for them (for example, a loss of job).
- Fear of threats
- Fear that they will get a colleague into trouble.
- Fear that they will not be believed.

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Fear keeps people silent, and silence allows harm to continue. Adults may also fail to report concerns when they think it is someone else's responsibility. But as we know, safeguarding is everyone's responsibility, and everyone should be supported to take action that is right. You can play an important role and so you must speak up if you have a concern.

What is 'poor practice'?

People often talk about 'less serious' safeguarding concerns as 'poor practice'. Poor practice is when people work in a way that falls short of expected standards as set out in a code of conduct.

The relationship between poor practice and abuse is an important one to understand.

The next section will help you think more about this.

Poor practice or abuse?



How serious are these behaviours?

Read the following groups of statements labelled A, B and C.

On the sliding scale, 10 is extremely serious and 1 is not serious.

For each statement, move the sliding circular marker to the right if you believe the behaviour should be rated more seriously, or to the left if you believe it should be rated less seriously.

In each group of statements, consider whether the next statement presented in the list becomes more or less serious than the previous one.

As you complete the activity the feedback will ask what may happen if the least serious behaviour is not responded to.

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ID	Statement	Rating
A1	A coach shouts at the team once for a poor performance	5
A2	A coach shouts at the team after every match	5
A3	A coach shouts only at one particular player in front of the team after every match and uses discriminatory language that humiliates them	5

Open feedback

Feedback

A team being shouted at once might not seem serious, but it is still poor practice. What could happen if it continues over time and you do not respond to this behaviour?

ID	Statement	Rating
B1	The team manager ignores local health and safety guidance once	5
B2	The team manager regularly ignores health and safety guidance and tells others that it is for 'wimps'	5
B3	The team manager deliberately makes children play in unsafe weather conditions with poor facilities to prove his point	5

Open feedback

Feedback

You might believe that you do not need to respond to a team manager ignoring local health and safety issues on one occasion. But what are the consequences if a player was injured the one time the guidance was ignored?

ID	Statement	Rating
C1	A child player meets a coach after training on their own	5
C2	The coach sets up regular meetings with the child and tells them not to speak to the other players about it	5
C3	The coach tells the child if they want to stay in the team, they must do everything they tell them to	5

Open feedback

Feedback

If **poor practice** is not responded to it can become accepted as normal practice. This increases the risk of creating an environment where harm and abuse might occur.

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Discussion

What's important here is that the behaviours may not seem that serious at the start, but we should be concerned and respond to all behaviours that are not in line with the code of conduct and not just those we believe are the most serious. Remember, addressing what may seem like 'lower-level' concerns and poor practice can help serious harm from happening.

Even with behaviour that might seem less serious, if it becomes 'the normal way we do things', it can create an environment where abuse is more likely to happen. This is because everyone's normal standards of behaviour are lowered.

Remember, a good safeguarding tool to help prevent poor practice from becoming normal practice is the code of conduct you looked at in the second part of the course. This tool helps everyone know what good practice looks like.

Why should I respond to lower-level safeguarding issues?



Responding to lower-level safeguarding issues can help prevent more serious issues happening.

How should you report concerns in your organisation?



Every organisation should have a clear way for people to report concerns about poor practice or abuse.

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Why are internal reporting systems important?

As people become more aware of what safeguarding means in football, they will be more likely to raise safeguarding concerns, so internal reporting processes need to be ready for this.

Internal reporting processes must be linked to external expertise and the authorities (for example, police and child protection agencies) in each country. Poor practice concerns can be handled internally by the relevant disciplinary or ethics procedures of your organisation.

However, if a possible crime has occurred, it **must** be reported to the authorities.

What process should you follow?

Follow each pathway through the slides below. Think about who from your organisation should be part of your reporting process.

1



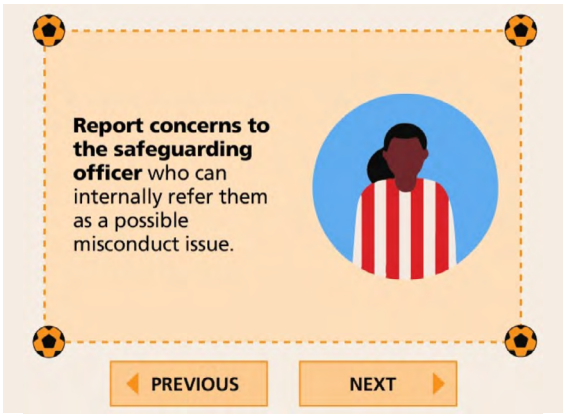
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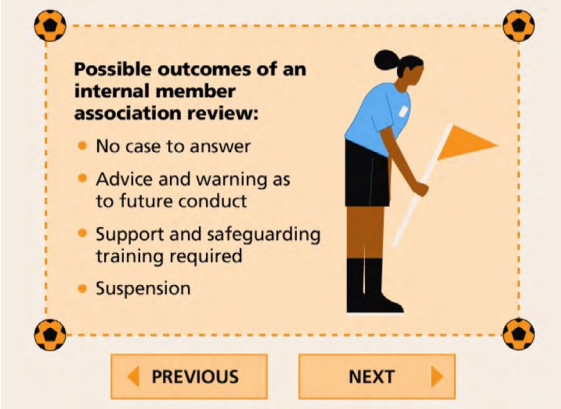


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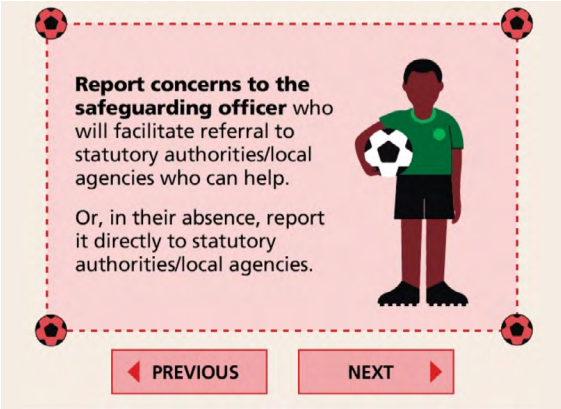
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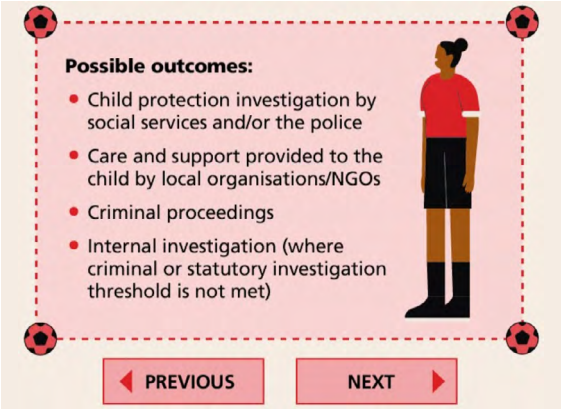
6



7



8



Discussion

If your organisation's process is unclear, or you don't have one in place yet, you should work with local experts such as social services, child protection organisations, the police and expert non-governmental organisations (NGOs) who can offer professional help to develop your safeguarding system and make sure cases are properly investigated.

Who is responsible for investigating allegations of abuse?



Responding to and investigating allegations of abuse are the responsibility of the authorities and trained professionals, such as the police and child protection agencies.

Any internal investigation should be done **after** an official investigation by the authorities is complete.

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This flow chart is only a starting point for a reporting process in your organisation. For more detail see this part of the FIFA Guardians Child Safeguarding Toolkit below.

Child safeguarding toolkit for member associations.pdf

Closing thoughts and main messages



Congratulations, you have almost finished the course.

As you complete this final part of the course, you can see how you need a shared understanding across your organisation about how to respond to safeguarding concerns.

The four main messages to take away from this final part of the course

1. Safeguarding concerns will vary in seriousness, but every concern should be responded to.
2. Responding to lower-level safeguarding issues can help prevent more serious issues happening.
3. As people become more aware of what safeguarding means in football, they will be more likely to raise safeguarding concerns, and internal reporting processes need to be ready for this.
4. Responding to and investigating allegations of abuse are the responsibility of the authorities and trained professionals such as the police and child protection agencies in each country.

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If you have enrolled, to get your FIFA Guardians™ Safeguarding Essentials digital badge and certificate of course completion, you need to have viewed each page of this course and you need to complete the end-of-course quiz.

TAKING THE NEXT STEPS

The next steps



You have now almost completed the FIFA Guardians™ Safeguarding Essentials course. You just need to take the end-of-course quiz to achieve your digital badge and course completion.

By completing course you have started to think about what safeguarding is and the difference it should make to our game. Yet it can be difficult to know where to start in putting all this information into practice.

The FIFA Guardians™ Child Safeguarding Toolkit below has lots of clear information and examples to help you and this is laid out in five simple steps.

Child safeguarding toolkit for member associations.pdf

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FIFA GUARDIANS

THE FIVE STEPS

TOWARDS SAFEGUARDING CHILDREN IN FOOTBALL

STEP 01 How are children involved in our game and what safeguards already exist?



STEP 02 Set out and define your safeguarding policy



STEP 03 Develop procedures and guidelines



STEP 04 Communication and education



STEP 05 How will you monitor, evaluate and review your policies, procedures and guidelines?



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FIFA Football Agent Exam Study Materials – January 2026 edition

The toolkit also includes templates and resources to help you. But two important final messages are:

- Safeguarding is everyone's responsibility, so think about who else needs to be involved in this so that the actions are shared.
- Getting safeguarding right in your organisation will take time, so set yourself realistic timescales.

Remember



Take the end-of-course quiz to achieve your FIFA Guardians™ Safeguarding Essentials digital badge and certificate of course completion.

This course, Safeguarding Essentials, is the first in the FIFA Guardians™ Safeguarding in Football educational programme. The other courses are:

Course 2: Starting your Safeguarding Journey

Course 3: Developing your Safeguarding Effectiveness

Course 4: Embedding Safeguarding Practice

Course 5: Promoting Wider Safeguarding Change

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FIFA

Ethical Recruitment Guide



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INTRO

01 Introduction



FIFA Football Agent Exam Study Materials – January 2026 edition

Introduction

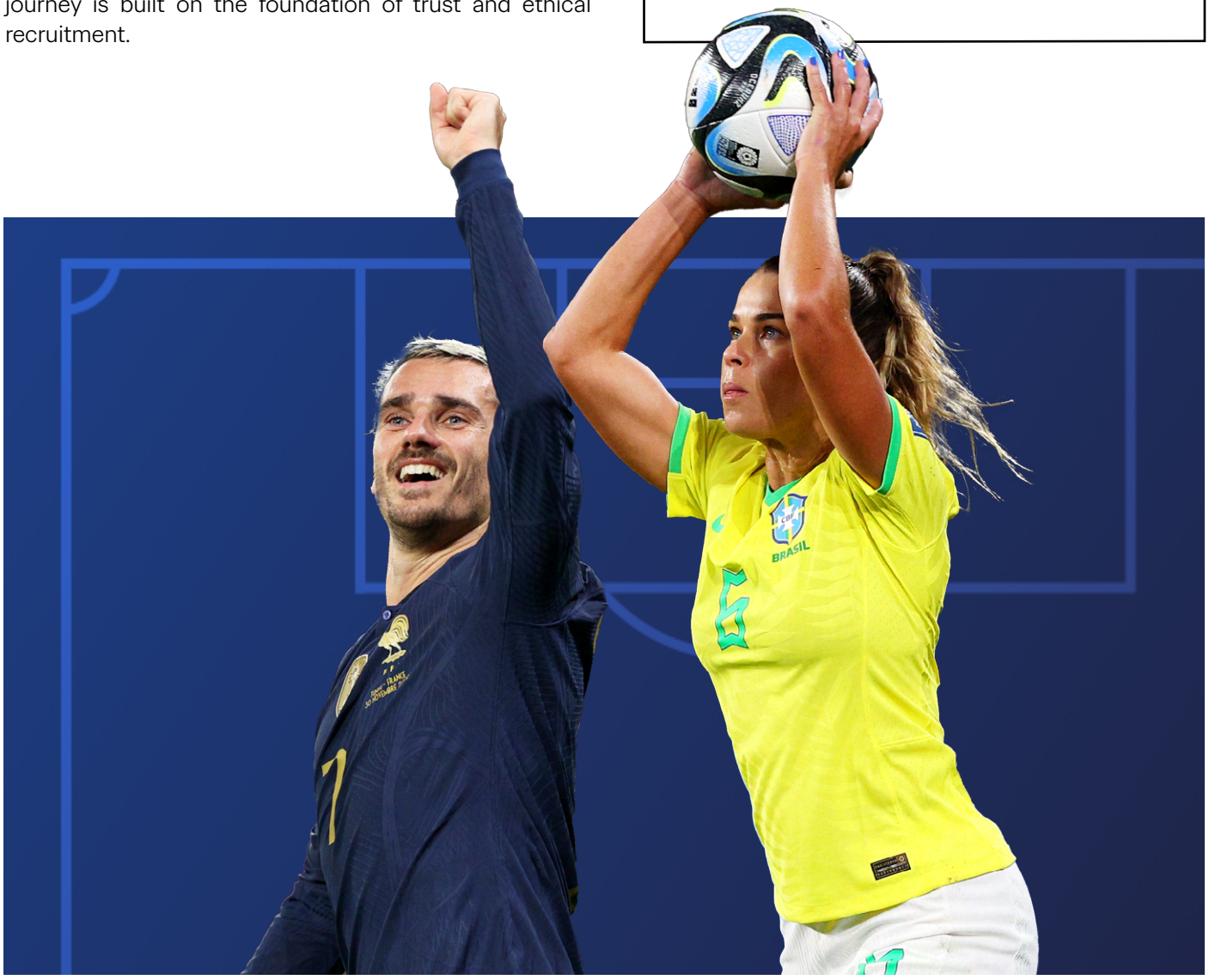
As a football agent, you hold an extraordinary role in shaping the future of the sport we all love. You are not just facilitators of talent but key contributors to players' careers, futures, and dreams. In a world where the stakes are high, and opportunities are abundant, ethical recruitment is not just a responsibility – it's your superpower.

This guide is designed to equip you, as a champion of ethics, with the tools and knowledge to uphold the highest standards in recruitment, especially when it comes to safeguarding young players. From protecting minors from abuse and exploitation to ensuring transparency in every contract, your actions can inspire trust and integrity across the football industry.

By leading with ethics, you don't just comply with regulations – you elevate the entire game. You set the standard for fairness, foster respect in negotiations, and ensure the well-being of players and their families. As a licensed football agent, you are the superhero the football world needs to protect the sport from unethical practices and promote a culture of transparency, respect, and fairness.

Let's work together to create a future where every player's journey is built on the foundation of trust and ethical recruitment.

Are you ready to be the ethical superhero football needs?



1.1. Objectives of the FIFA ethical recruitment guide

FIFA has developed this ethical recruitment guide to assist licensed FIFA football agents to:

- Understand the distinction between the personal values and ethics that they hold as individuals and the professional ethics that they must adhere to licensed FIFA football agents
- Increase understanding of ethical recruitment practice
- Improve transparency and compliance with FIFA regulations
- Identify and resolve professional ethical issues
- Reduce the incidence of abuse, exploitation and trafficking of young players
- Enhance professional standards and credibility of FIFA-licensed football agents

FIFA-licensed football agents may encounter professional, ethical issues or challenges in their day-to-day business interactions and when complying with their professional responsibilities per the law and the FIFA Football Agents Regulations. Representing a football player requires technical expertise and professional and ethical behaviour.

Applying the insights in this guide and working through the tutorials lays the foundation for a successful career as an ethical and reputable football agent. Always prioritise the player's best interests, act with transparency and integrity, and commit to continuous professional development and improvement.

In this guide, we will explore how ethics can serve as your compass in recruitment, helping you navigate complex situations with clarity and confidence.

1.2. Guide Design and Methodology

The FIFA Ethical Recruitment Guide for licensed football agents was developed through a comprehensive, evidence-based process to address the key challenges and ethical dilemmas faced by football agents in the recruitment and representation of young players.

To ground the guide in both theoretical insights and real-world practices, we drew from three core sources: a review of available literature, a survey distributed to, and completed by, a sample of football agents and focus group sessions conducted with members of the FIFA Football Agent Working Group (FAWG). It draws on the principles and rights enshrined in the UN Convention on the Rights of the Child (UNCRC) and the International Safeguards for Children in Sport.

02

UNIT 1

Introduction to Ethical Recruitment in Football



FIFA Football Agent Exam Study Materials – January 2026 edition

Introduction to Ethical Recruitment in Football

2.1. The Football Agent as a Champion of Ethical Recruitment

As a **FIFA-licensed football agent,** you hold a unique position of influence over the careers of young athletes, particularly minors[1]. Your role extends beyond managing contracts and securing deals for your players. You are entrusted with guiding young players through the formative years of their football careers. Ethical recruitment practices are central to this role, ensuring that all interactions are based on fairness, transparency, and integrity. By upholding ethical standards, you play a vital role in shaping the integrity of the football industry while fostering trust with clubs, players, and governing bodies.

This unit explores the concept of ethics and its application to football recruitment, emphasising the importance of maintaining professional standards and the severe consequences of unethical practices. Ethical recruitment is more than a regulatory requirement but is also a moral imperative – it is your 'duty of care'. It is a commitment to protecting the well-being and future of young players and building trust in the football ecosystem.

2.2. Defining Ethics: Personal versus Professional Ethics

Ethics refers to the principles that govern behaviour, defining what is considered right or wrong in a given context. In football recruitment, ethics shape how football agents, clubs, and other stakeholders interact with players, particularly young and vulnerable athletes.



As a FIFA-licensed football agent, you face ethical decisions daily. Each time you ask yourself questions like 'What should I do?' or 'Is this right?', you navigate an ethical choice. These choices are more than just technical decisions – they reflect your principles. Common examples of ethical questions you face include:

- Deciding who your client is and understanding the duties you owe them
- Being mindful if they come from a particularly vulnerable background and additional considerations that may be required to represent them
- Whether or not to take on a new client
- Deciding if you should share sensitive information about a client with a third party
- Knowing when to stop representing a client
- Deciding whether to file a complaint with FIFA about the actions of another football agent

1. Minors refer to children under the age of eighteen. Article 1 of the United Nations Convention on the Rights of the Child (1989) defines a child as 'every human being below the age of eighteen years unless under the law applicable to the child, majority is attained earlier.'

Each of these decisions involves an ethical dimension, and your choices will have consequences for your clients and your reputation as a professional. Your clients place enormous trust in you, expecting competence, honesty, fairness, and integrity in all your dealings.

Personal ethics

Personal ethics are an individual's moral values and beliefs, often shaped by cultural, religious, or societal influences. These principles guide personal decisions and actions in everyday life. Examples of personal ethical values include trustworthiness and honesty, respect and fairness, compliance with the law, and concern for the well-being of others.

When faced with ethical dilemmas, your beliefs, values, and attitudes come into play. However, external pressures, such as peer influence or convenience, can also affect your decisions. Understanding your **personal beliefs, values, and attitudes** is essential for making ethical decisions.

BELIEFS

These are ideas you hold to be true, based on your experiences, education, or cultural norms. Over time, these beliefs become a core part of how you see the world.

VALUES

These are long-standing beliefs about what is important to you. They guide your decisions, helping you prioritise what matters most in your life, whether it's happiness, success, or family.

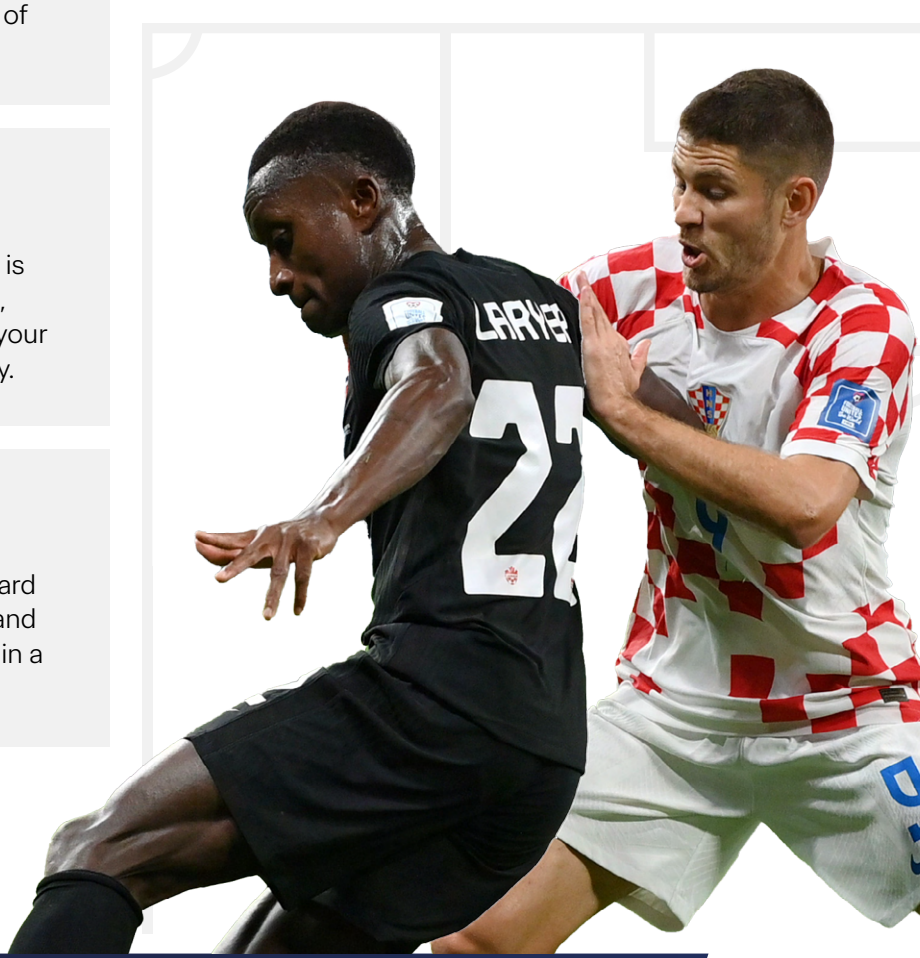
ATTITUDES

These are mental dispositions you hold toward others or situations, shaped by your values and beliefs. Attitudes influence how you behave in a given situation.

Professional ethics

Professional ethics define how you, as a football agent, should interact with players, clients, other professionals, the public, clubs, and other stakeholders. Professional ethics are the **standards expected in a specific professional context.** In football, these ethics are governed by FIFA regulations and the broader legal framework surrounding sports, as well as national laws – especially those pertaining to child protection. These standards ensure fairness, transparency, and the protection of players, especially those most at risk, such as minors.

In practice, conflicts may arise between personal and professional ethics. For example, while a football agent may personally believe in keeping certain client information confidential, professional ethics may require them to disclose certain details to a third party to ensure transparency. Balancing personal beliefs with professional obligations is key to ethical decision-making in football recruitment.

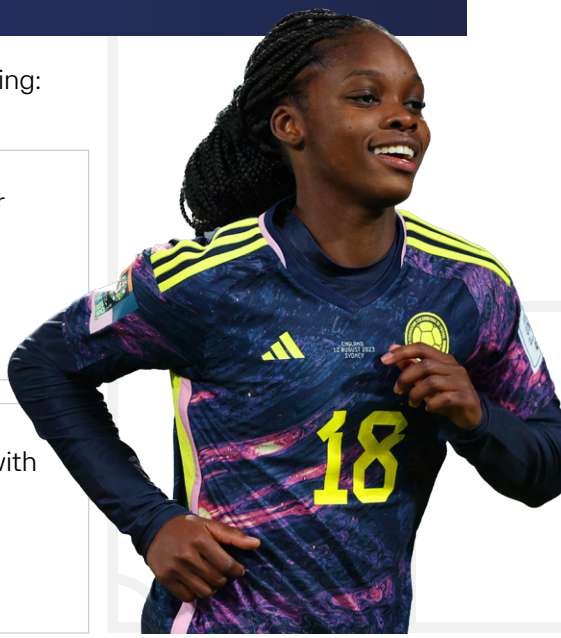


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Ethical Principles

All professional codes of conduct are underpinned by ethical principles, including:

- Honesty and integrity
- Trustworthiness and loyalty
- Respect for others
- Accountability and transparency
- Doing good and avoiding harm
- Compliance with the law



These principles are universal across professions but are crucial in football recruitment, where football agents hold a position of trust and responsibility.

2.3. Ethics in Football Recruitment: Definition and Scope

Ethics in football recruitment encompasses the principles and standards that regulate players' recruitment, representation, and management. For football agents, ethical recruitment means ensuring that players are treated fairly, their rights are protected, and opportunities are offered based on merit rather than exploitation, coercion or financial inducement. It promotes transparency and builds long-term, trustworthy relationships between football agents, clubs, and athletes. For young players, particularly minors, ethics are critical to safeguarding their well-being and ensuring their rights are respected as they transition into professional careers or exit the industry.

TRANSPARENCY

Ensuring that all communications, contracts, and financial arrangements are clear and understandable to players, especially young athletes. Football agents are responsible for providing players with clear, age-appropriate, accurate, and complete information regarding their contracts, opportunities, and financial arrangements. Players depend on football agents to explain complex agreements and ensure they understand the implications of every decision they make. Transparency builds trust between the football agent and the player, ensuring that decisions are made in the player's best interest. 98% of surveyed football agents viewed ensuring full transparency with the player and their family as a vital component of ethical recruitment.

PROTECTION OF MINORS

Football agents must ensure that minors are not abused, exploited or misled and that their welfare is prioritised in all recruitment processes. Young players, particularly minors, are more susceptible to abuse and exploitation – particularly those who come from impoverished and vulnerable backgrounds. Football agents must act as protectors, ensuring that players are not misled or manipulated. This involves safeguarding their physical, mental, and emotional well-being and ensuring that their careers are developed in a sustainable and ethical manner.

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FAIRNESS AND INTEGRITY

Recruitment practices should not favour personal or financial gain over the player's best interests. Football agents should work to foster trust and honesty in their relationships with players and clubs. Ethical football agents always prioritise their players' best interests in every negotiation and decision, and not their own financial interest or incentive. This means securing fair contracts, avoiding exploitative terms, and ensuring that players are placed in environments where they can professionally and personally thrive. Fair representation extends to protecting players from overwork, excessive pressure, and poor living or working conditions, all of which can have long-term detrimental effects on their careers and health.

PREVENTING EXPLOITATION AND ABUSE

Football recruitment is vulnerable to unethical practices like human trafficking, where young players, especially from underprivileged backgrounds, are exploited and abused. Football agents must act as safeguards against such exploitation. Football agents must actively work to protect their players from any form of financial, emotional, sexual or physical exploitation. This includes ensuring players are not subjected to unfair contracts, excessive training, or conditions that could harm their well-being. Ethical football agents refuse to engage in practices that commodify their players or treat them as mere financial assets.

Football agents are central to upholding these ethical standards as key participants between players and clubs. They serve not only as professional representatives but also as protectors of player welfare, ensuring their actions align with the broader goals of fair competition and respect for human rights – and especially children's rights.

2.4. The Role of Football Agents in Upholding Ethical Standards

As a football agent, your primary responsibility is representing your clients with integrity. This means advocating for their best interests, negotiating fair contracts, and always respecting their rights. Recruiting young players, especially minors, requires even greater ethical vigilance, as these players are more vulnerable to manipulation and exploitation.

Football agents are bound by several ethical responsibilities that guide their professional conduct and decision-making. These responsibilities ensure that the players' interests are protected and that recruitment processes remain transparent and just.



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Key ethical responsibilities for football agents

Ethics in football recruitment encompasses the principles and standards that regulate players' recruitment, representation, and management. For football agents, ethical recruitment means ensuring that players are treated fairly, their rights are protected, and opportunities are offered based on merit rather than exploitation, coercion or financial inducement. It promotes transparency and builds long-term, trustworthy relationships between football agents, clubs, and athletes. For young players, particularly minors, ethics are critical to safeguarding their well-being and ensuring their rights are respected as they transition into professional careers or exit the industry.

COMPETENCE

You must be knowledgeable about the legal and regulatory framework of football, ensuring that your actions align with FIFA standards and local laws.

DILIGENCE

Football agents must continuously work in the best interests of their clients, acting with care and responsibility in every decision they make.

INTEGRITY

Transparency and honesty are crucial in all dealings with players and clubs. Football agents are responsible for providing players with clear, accurate, and complete information regarding their contracts, opportunities, and financial arrangements. Players depend on football agents to explain complex agreements and ensure they understand the implications of every decision they make. Transparency builds trust between the football agent and the player, ensuring that decisions are made in the player's best interest. Any conflict of interest or unethical behaviour can severely undermine trust and damage the player's future.

You must also be aware of the ethical risks in football recruitment, including the exploitation of young players for financial gain, falsification of player ages, or involvement in human trafficking rings where players are sold or traded without regard to their well-being. Upholding ethical standards in these areas protects the individual players and the integrity of the football industry.

2.5. Improper and Criminal Conduct (Unethical Practices in Football Recruitment)

Football recruitment has seen increasing instances of improper and criminal conduct that threaten the integrity of the game and the football ecosystem.

Improper conduct includes acts of dishonesty, fraud and misrepresentation, and conflicts of interest. You should not violate or attempt to violate any rules of professional conduct as stipulated in FIFA regulations, or knowingly assist or induce another person to do so; commit a criminal act; engage in conduct involving dishonesty, fraud, deceit or misrepresentation; state or imply the ability to influence improperly any stakeholder in the football ecosystem.

Improper and criminal conduct by football agents poses serious risks to players, particularly minors and those from vulnerable backgrounds. This conduct spans from deceit and exploitation to outright criminality, profoundly impacting players' careers, well-being, and lives while tarnishing the sport's integrity. Each form of misconduct has unique implications and often involves hidden layers of abuse and exploitation.

In 2023, **FIFPRO** surveyed 263 professional players (male and female) from seven countries: Botswana, Cameroon, DR Congo, Ghana, Kenya, Zambia and Zimbabwe. More than 70% of players were contacted by a person claiming to be a football agent, who said they could help them move club; 43% of players approached were offered a trial (43%) or a contract (39%) with a club, 56% of players did not get the trial that was promised to them, and 44% of the players said they did not sign the contract they expected to sign. Around 80% of players contacted were approached more than once, 50% three times or more. 36% of players were approached via social media, and 45% said they were contacted in person. 27% of players approached mentioned that they had a bad experience with this person. 78% of players approached indicated one or more things that this person did not arrange properly, and 70% indicated they had not been educated on football agents. While the majority of these unscrupulous people were not licensed football agents, it is important to note that such actions bring disrepute upon the entire industry.

EXAMPLES OF IMPROPER AND CRIMINAL CONDUCT

01 Misrepresentation and fraud

Misrepresentation by football agents is a prevalent issue in football recruitment. Some football agents may embellish their credentials or connections within the sport to attract clients. These football agents often present themselves as more influential than they are, promising young players contracts with high-profile clubs or quick pathways to stardom. However, once the player is under contract, the promised opportunities either fall through or were never realistic to begin with. Families and young players, especially those from disadvantaged backgrounds, may lack the knowledge or resources to identify these deceptions, leaving them vulnerable to exploitation.

Fraud can also manifest itself in upfront fees and misleading contracts. Unscrupulous football agents might charge substantial fees, claiming they cover trial costs, visa applications, or relocation expenses. Players and their families often invest significant sums, taking loans or depleting their savings. When the promised trials or contracts do not materialise, these families face financial ruin, and players are sometimes left in foreign countries without support. It is viewed as a form of human trafficking. Fraudulent contracts were identified by 21% of survey respondents as a serious issue in football recruitment. Fraudulent contracts are often designed to exploit inexperienced, young players.



These contracts may include misleading terms, hidden fees, or deceptive clauses that benefit the football agent or club at the expense of the player's rights and financial well-being. In some cases, football agents may promise benefits that are not legally binding or misrepresent their ability to secure opportunities, leaving players in vulnerable positions with limited recourse. This criminal form of misconduct damages the player's career prospects and creates severe financial hardships for families who hoped their child's talent would lead to a better life.

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02 Financial inducements and poaching of young talent



The poaching of young talent by competing football agents before a formal representation agreement is signed is a prevalent issue, often fuelled by financial inducements offered to families. Such practices involve football agents approaching talented young players, particularly those showing early promise, and offering financial rewards or gifts to their families to secure exclusive rights to represent the player. These incentives might include cash payments, gifts, or promises of future financial support, creating a sense of obligation or loyalty before the family can fully evaluate the football agent's qualifications or ethical standards.

This type of poaching undermines fair recruitment practices, prioritising financial gain over genuine, long-term interest in the player's development and well-being. It puts undue pressure on families, who may feel compelled to make hasty decisions based on short-term benefits rather than carefully considering the football agent's suitability and the player's career potential. This issue was identified by survey respondents (96%) and focus group participants as a serious breach of ethical recruitment standards.

03 Bribery and corruption



82.5% of survey respondents indicated that bribery and corruption were prevalent in football recruitment. Corruption in football recruitment involves using undue influence to manipulate outcomes for personal gain. Bribery and corruption by football agents skew recruitment processes, often at the cost of merit and fairness. Bribery is a common form of corruption, where football agents, clubs, or other stakeholders exchange money or favours to secure players or contracts. This would lead to secure a player's place in a club over other possibly more qualified candidates. This creates a system where financial leverage outweighs talent, diluting the quality of the sport. Such practices are particularly harmful in regions where corruption is deeply entrenched, further normalising unethical conduct within the industry. Bribery extends beyond player placement. This includes the use of illicit payments to bypass immigration laws, particularly for young players from developing nations. This type of corruption facilitates the movement of minors across borders without proper documentation or the necessary safeguards. The collusion between football agents, club officials, and sometimes even regulatory authorities weakens the integrity of recruitment processes, replacing merit with monetary influence.

04 Conflict of interest



Conflicts of interest are particularly problematic in football, as football agents may simultaneously represent players, clubs, and even third-party investors, creating a web of competing priorities. Football agents are supposed to prioritise the welfare and career progression of their clients. When they have financial stakes in a particular club or player, they may push clients into deals that serve their interests rather than the players'. For example, a football agent might pressure a young player to sign with a lesser club that offers a high commission rather than a better development opportunity elsewhere.

Conflicted football agents may also engage in 'player trading,' where they repeatedly transfer players between clubs for high transfer fees and commissions. Such movements disrupt the player's career and development, treating them as commodities rather than individuals. The football agent's primary goal becomes profit maximisation rather than career-building, often leading to burnout or loss of motivation in players. Conflicts of interest damage player welfare and degrade the sport by prioritising financial gains over talent cultivation.

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05 Financial exploitation and breach of contract

Financial exploitation by football agents is another form of misconduct that disproportionately affects young players who may not fully understand contractual terms. Unfair contracts with high commission rates or rigid clauses leave players financially bound to football agents, sometimes for years, even if they no longer wish to work with them. In some cases, football agents secure a percentage of a player's future earnings, creating a long-term financial dependency that prevents players from retaining full control over their finances.

Breach of contract is equally harmful, often taking the form of football agents failing to provide promised support or information. For example, a football agent might push a player into signing a contract with a foreign club without explaining the risks, such as inadequate pay, poor facilities, or lack of legal protections. If a player wants to leave an exploitative situation, they may find themselves bound by restrictive clauses that require heavy penalties to exit the contract. Such breaches foster an environment of mistrust, making players reluctant to seek professional representation in the future.

06 Human trafficking and exploitation of minors

One of the most serious forms of misconduct in football recruitment involves human trafficking, where primarily unlicensed football agents or those purporting to be football agents lure young talent with false promises (whether in the form of trials or placement with academies or clubs, often in another country). Young players from impoverished or conflict-ridden regions are especially at risk, as families often view football as a path out of hardship. Traffickers or unscrupulous football agents prey on these dreams, charging exorbitant fees for the 'opportunity' to trial abroad. Once abroad, these young players frequently face abandonment, with no legal support, housing, or income. This form of human trafficking not only violates international law but places young players in situations where they are vulnerable to further exploitation, including forced labour or sexual abuse. For minors, this exploitation is particularly harmful, as they lack the psychological and emotional maturity to navigate such predicaments, and it can leave them with life-long consequences affecting their mental health and development. The illegal transfer of minors, circumventing FIFA's age restrictions and transfer regulations, is a problem that persists despite regulatory attempts to curb it. There are also instances of domestic sport trafficking, where unlicensed football agents and other predatory actors make use of unregistered football academies to exploit young talent.

07 Abuse

In some cases, so-called football agents or their associates use coercive tactics, ranging from emotional manipulation to physical threats, and sexual harassment and abuse, to maintain control over players. Players who resist or question the football agent's practices may face further intimidation or even threats of violence. Harassment and abuse of players in sport is widespread globally, with children being particularly vulnerable, particularly in regions with lax enforcement of child/player protection laws. This environment of fear traps players in relationships with their football agents, clubs and/or academies, preventing them from speaking out against unethical practices.

The pressure to perform can also lead to emotional abuse, where football agents push young athletes to train excessively or accept unsuitable contracts. This psychological toll affects the player's mental health and, in severe cases, leads to burnout or mental health issues such as depression and anxiety. For young players, especially those placed in foreign countries with limited support, the stress of such environments can be overwhelming, often forcing them to abandon their careers prematurely, and being discarded by said football agents.

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08 Unethical conduct in academies and scouting



Academies are intended to develop young talent, but many serve as hubs for exploitation. Unlicensed football agents sometimes establish 'football academies' as a front to recruit young players from disadvantaged backgrounds, charging high fees under the pretence of professional training and recruitment. These academies often lack formal affiliation with professional clubs or training programmes, resulting in inadequate development and broken promises of advancement.

Scouting practices, too, are frequently manipulated, with football agents targeting impoverished areas or countries where football is seen as a potential escape from poverty. They exploit players' and families' limited understanding of the recruitment process, signing young athletes to exploitative contracts that grant football agents control over their careers from an early age. In some cases, unethical football agents scout players solely for their marketability rather than their potential, leading to rushed development or missed educational opportunities that would support life beyond football.

OTHER EXAMPLES OF IMPROPER AND CRIMINAL CONDUCT

Money laundering and tax evasion

Money laundering occurs when illegally obtained funds are funnelled through legitimate football transfers. Tax evasion, another serious offence, involves football agents or clubs hiding income to avoid paying taxes. Both practices are illegal and damage football's financial transparency and integrity, leading to severe legal consequences.

Manipulation of football matches and competitions

Manipulation of football matches and competitions, whether betting-related or not, is a serious rule breach in football, and in some countries even punishable by criminal law. Football agents, clubs, or players may be involved in manipulating the outcome of matches for financial gain from betting syndicates. This undermines the integrity of the sport and can lead to lifetime bans for those involved.

Non-transparent financial streams

Non-transparent financial transactions are common in football, where football agents or clubs fail to disclose all financial dealings. This includes hidden payments, undeclared commissions, or money being funnelled through opaque structures. These practices are not only unethical but also illegal, as they violate financial transparency regulations set by FIFA and other governing bodies.

Payments into unnamed bank accounts

Football agents or clubs may funnel payments into unnamed or offshore bank accounts to conceal illicit activities. This tactic is commonly used to hide earnings from tax authorities or other governing bodies. Payments of this nature are illegal and subject to prosecution under anti-money laundering laws.

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Overvaluation of transfer fees and bungs

Overvaluing transfer fees or accepting 'bungs' (illegal payments) is another unethical practice where football agents or clubs inflate player transfer values for personal gain. These inflated deals often lead to financial imbalances and distort the true value of players, harming the football market's integrity.

Use of talent pools

The creation of 'talent pools' involves grouping multiple players under one management structure, which can lead to unfair favouritism or manipulation. Football agents may prioritise certain players from these pools for personal or financial reasons, rather than making decisions based on the best interests of individual players.

Ghost players and 'One-two pass contracts'

'Ghost players' refer to players included in a team's roster but do not exist or are added solely to manipulate financial records. 'One-two pass contracts' involve temporarily moving players from one club to another in a pre-arranged deal to evade regulations or financial scrutiny. Both practices are fraudulent and can result in severe sanctions for the football agent and club involved.

Misuse of corporate assets

Football agents or clubs misusing corporate resources for personal gain, such as using company funds for private purposes, is a serious breach of fiduciary duty. This undermines the financial health of clubs and can result in legal penalties and professional reputation loss.

Undisclosed payments to football agents

Football stakeholders (clubs, sponsors, or other intermediaries) sometimes make undisclosed payments to football agents for various reasons. These secret payments may be used to influence decisions, such as player transfers or contracts. Such payments are illegal under FIFA regulations, and football agents found accepting or arranging them face sanctions.

Deterioration of family relationships

The strain of unethical recruitment practices extends to families, as they are often deeply involved in the financial and emotional support of the player. When families are misled and suffer financial losses, it can lead to feelings of guilt, betrayal, and frustration. Family members may feel that they failed to protect the player from exploitation, which can erode trust within the family unit and create resentment toward the football industry.

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The consequences of unethical recruitment practices

Unethical recruitment practices can have devastating consequences for young players and the football industry at large. These practices often prey on the vulnerabilities of athletes, particularly minors from disadvantaged backgrounds, leading to exploitation, abuse, and human trafficking. These outcomes range from personal and financial harm to broader issues of public trust and industry reputation.

Examples of unethical practices include:

- Falsifying player ages to increase transfer values.
- Manipulating players into signing contracts without fully understanding the terms.
- Charging hidden or excessive fees for services.
- Misleading young players about career prospects or abandoning them in foreign countries.

Harm to players

88.6% of survey respondents indicated that unethical recruitment practices can deeply affect the mental health and emotional well-being of players, particularly young and vulnerable athletes. Players who are misled by football agents into believing in unrealistic career paths or promises can suffer intense disappointment and frustration when those promises fall through. This disillusionment can lead to a loss of motivation, self-worth, and even depression, especially for young athletes who have invested emotionally in their football careers from an early age.

In cases where players are subjected to coercive practices or abuse, the psychological damage can be more severe, resulting in trauma, anxiety, and fear. This is particularly harmful to minors who may lack the resilience or resources to cope with such experiences, and it may lead to long-term mental health issues that affect both their personal and professional lives.

The consequences of such **abuse in sport** are well documented with the **impact** of such experiences extending to affect players' family, friends, colleagues and peers and persisting long after he/she has left football.

Financial Hardship and Exploitation

Financial exploitation through unethical recruitment can lead to considerable economic hardship for players and their families. When families invest substantial amounts in fees or relocation costs based on false promises of trials or contracts, they often incur debt or sell valuable assets. This financial loss can be devastating, particularly for families from disadvantaged backgrounds who may not recover easily.
Players themselves can end up in long-term financial difficulties due to exploitative contracts that drain their earnings through high commission fees or restrictive clauses. These arrangements may leave players bound to football agents or clubs with little financial gain from their career, undermining their autonomy and financial security. This type of exploitation can also make players vulnerable to further unethical practices, as they may feel trapped in these relationships due to financial dependency.

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Career instability and stalled development

Unethical recruitment often leads to career instability, as football agents push players into frequent transfers or unsuitable contracts without considering the player's development. When players are repeatedly transferred or placed in clubs with subpar training facilities, their progress can stagnate, diminishing their skills and limiting their long-term potential. This unstable environment may lead players to abandon their football careers prematurely or prevent them from reaching their peak potential, reducing their chances of achieving a stable and successful career in the sport.

Moreover, young players who are recruited into foreign clubs under false pretences may find themselves stranded, without legal status or support networks in the host country. This puts them in an extremely vulnerable position, as they may lack the means to return home or secure new representation. The resulting disruption to their careers can lead to years of lost development, often ending their professional aspirations entirely and leaving them further vulnerable to abuse and exploitation in the host country.

Erosion of trust in football institutions

Widespread unethical practices in recruitment can foster a climate of distrust among players, parents, and the public toward football institutions and football agents. This erosion of trust can make players and families increasingly wary of entering contractual relationships with football agents, even if they are reputable.

The football industry also suffers as scandals involving unethical recruitment practices make headlines. Clubs, leagues, and federations are often perceived as failing to protect young players from exploitation, which harms their reputations and reduces public confidence in football governance.

Legal repercussions and regulatory strain

The prevalence of unethical recruitment practices forces regulatory bodies, such as FIFA and national football associations, to invest substantial resources in monitoring and enforcing football agent conduct. Investigations into human trafficking, fraud, and other illicit activities are time-consuming and costly, diverting resources that could be used for player development, grassroots programmes, or other positive initiatives within the sport.

Legal repercussions are also significant for players and clubs caught up in these practices. Players who unknowingly violate visa or employment laws due to fraudulent recruitment practices may face deportation, legal battles, or career bans. Clubs implicated in unethical recruitment may suffer fines, sanctions, or reputation damage, while regulatory bodies work to close loopholes and tighten football agent standards. This ongoing regulatory strain reflects the pervasive impact of unethical practices, creating a challenging and often hostile environment for all stakeholders.

Undermining of competitive integrity

When football agents prioritise financial gain over fair representation, they contribute to a skewed competitive landscape in football. Unethical recruitment often leads to talented players being overlooked in favour of those with football agents willing to pay bribes, cut corners or benefit themselves. This undermines the sport's meritocratic principles, where players should be evaluated based on skill and potential rather than financial arrangements or corrupt practices.

Damage to reputation and career

Engaging in unethical recruitment practices can lead to severe reputational damage, loss of licensure, and legal consequences. A tarnished reputation can make it difficult for an agent to attract future clients or maintain professional relationships with clubs and governing bodies.

As a football agent, you are in a unique position to champion ethical recruitment and protect the rights of young players. By adhering to FIFA's ethical standards, you contribute to a more transparent, fair, and responsible football industry. Your commitment to ethical practices ensures that the young talent you represent is given the opportunity to succeed in a supportive and honest environment, free from exploitation or abuse.

The future of football depends on football agents like you who are willing to prioritise integrity and fairness. By taking this responsibility seriously, you not only protect your clients but also help build a football industry that values human dignity, respect, and fair play above all else.

By being an ethical champion, you not only enhance your reputation but also contribute to the long-term success of your players and the football industry as a whole.



03

UNIT 2

Legal Frameworks and Regulations for Ethical Recruitment



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Legal Frameworks and Regulations for Ethical Recruitment



Football agents operate in a complex environment where clubs, families, and even other football agents may exploit regulatory loopholes, often driven by financial incentives or a lack of understanding of ethical standards.

Clubs may circumvent official processes, offering unofficial perks to families or players to secure their commitment, while some football agents and families, motivated by immediate financial gain, may engage in practices that bypass established guidelines and rules. In many cases, ignorance about the rules among families and younger players adds to the challenge, as they may unknowingly accept offers that violate FIFA regulations or the laws of the country.

Compliance with these regulations is crucial to protecting young players and maintaining integrity within football recruitment practices. This unit presents an in-depth examination of the FIFA regulations and international standards that govern the ethical recruitment of young football players by licensed football agents.

FIFA's Regulations on the Status and Transfer of Players (RSTP), the FIFA Football Agent Regulations (FFAR) outline the scope, limitations, and ethical responsibilities that football agents must adhere to when representing minors.

3.1. FIFA Football Agent Regulations (FFAR)

The regulatory environment for football agents is defined by both FIFA's Football Agent Regulations (FFAR) and national laws, creating a dual regulatory landscape that football agents must navigate to ensure compliance. FIFA's FFAR establishes an international framework aimed at standardising football agent practices worldwide.

ART. 3 | NATIONAL REGULATION REQUIREMENTS

Article 3 plays a pivotal role in bridging the gap between FIFA's regulations and national laws. It mandates that member associations adopt their own national regulations for football agents, which govern football agent activities within their territories and apply to representation agreements that do not cross international boundaries. The purpose of Article 3 is to create regulatory consistency across countries by requiring that national regulations incorporate FFAR Articles 11–21. Article 3 further calls for national associations to establish dedicated jurisdictional bodies for resolving disputes and enforcing disciplinary measures.

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ART. 12 | REPRESENTATION

Article 12 mandates that representation agreements, the contracts through which football agents are authorised to act on behalf of players or clubs, meet specific requirements. These agreements must be explicit and standardised.

Including:

i. **Identification of Parties:** Every agreement must clearly state the names of the parties involved – specifically, the football agent and their client (the player, coach, or club). This transparency is critical, especially when minors are involved, as it ensures that all parties understand their rights and responsibilities under the agreement.

ii. **Duration of Representation:** Article 12 sets a maximum duration of two years for representation agreements involving individuals, with the option for renewal through a new agreement rather than an automatic extension. This helps to prevent long-term binding arrangements that could unduly restrict a young player's career development.

iii. **Scope of Services:** The agreement must detail the exact services the football agent will provide, preventing football agents from extending their influence or control beyond what has been contractually agreed.

iv. **Service Fees:** The service fee structure must be clearly outlined. Fee transparency helps protect clients, especially young players, from excessive financial demands and ensures a straightforward compensation model.

v. **Client Consent and Independence:** Clients must be informed about the importance of considering independent legal advice before signing any representation agreement, reinforcing the client's autonomy in the agreement.

ART. 13 | REPRESENTATION OF MINORS

Article 13 outlines the restrictions and conditions that football agents must follow to represent minors ethically. Football agents are only permitted to approach minors within six months of the player's eligibility to sign their first professional contract (Art. 13, para. 1). This timing restriction is critical in preventing football agents from placing undue pressure on young players and their families, ensuring the player's focus remains on development rather than premature career decisions.

Written consent from the minor's legal guardian is mandatory. Without this consent, any representation agreement with a minor is null and void (Art. 13, para. 3). This provision emphasises the role of parents and guardians in protecting young players from potentially predatory recruitment practices.

Football agents must complete FIFA's Continuing Professional Development (CPD) course focused on minors (Art. 13, para. 2). This ensures football agents have knowledge of safeguarding practices and are trained in FIFA's standards. Only football agents who complete this training are qualified to represent minors, reinforcing FIFA's commitment to ethical practices in recruitment.

Representation agreements must be clear, comprehensive, and contain the minimum FIFA-mandated elements: names of parties, duration, scope of services, and fee structure (Art. 13, para. 3). Contracts that lack these details are considered non-compliant. This structure seeks to protect minors from misrepresentation and financial exploitation by making the agreement terms transparent and understandable.

The 2022 FIFA regulations specify that a football agent can only represent a minor player starting 6 months before the player is eligible to sign their first professional contract. As a result, you need to be fully aware of the legal framework in each country where you work. FIFA has made available on their website a general overview of the legal minimum age for signing a professional employment in different jurisdictions.

IMPLICATIONS FOR FOOTBALL AGENTS

Understanding National Regulations

The age at which a minor can sign their first professional contract varies depending on the regulations of the relevant national football association. Therefore, football agents must familiarise themselves with these regulations in each country they operate in. For example, in many European countries, the minimum age for signing a professional contract is 16, but this can differ in other regions.

You can find **here** a general overview of the legal minimum age for signing a professional employment contract in the territory under the jurisdiction of each member association.

Assessing Eligibility for Representation

Before approaching a minor, football agents must determine if the player is within the 6-month window leading up to the eligible age for signing a professional contract. If the player is too young, football agents cannot legally represent them under FIFA rules.

You can find some of that information on the **FIFA website.**



Timing and Strategic Planning

Football agents must strategically time their approach to ensure that they are building a relationship with the minor and their family within the permitted time frame. This requires careful planning and coordination with clubs, academies, and national associations to ensure compliance and avoid penalties for premature representation.

Complying with Local Laws

National laws regarding minors' employment and contracts also vary. Football agents need to ensure that their representation complies with not only FIFA regulations but also national labour and child protection laws, which may impose additional requirements or restrictions.

Ensuring Ethical Practice

Football agents must avoid engaging in informal agreements or indirect influence on minors before the 6-month period begins. This can include any form of promises or guidance that could be interpreted as representation before the player is legally eligible.

ART. 14 | SERVICE FEES

Article 14 specifies regulations governing agent service fees to prevent excessive charges and conflicts of interest. Football agents representing minors may only receive fees when the minor signs their first or subsequent professional contract, ensuring that fees are limited to fair compensation for genuine services (Art. 14, para. 9).

ART. 16 | RIGHTS AND OBLIGATIONS OF FOOTBALL AGENTS

Article 16 builds on the contractual requirements of Article 12 by outlining football agents' ethical responsibilities, ensuring that the representation relationship prioritises the client's interests. Together, these articles create a comprehensive framework that governs both football agent-client relationships' structural and ethical aspects. Article 16 details football agents' obligations to safeguard their clients' interests and uphold FIFA's standards.

i. **Best Interests of Clients:** Article 16, para. 2(a) obligates football agents to act solely in the best interests of their clients, a principle that is especially relevant when working with minors who may not fully understand the terms or implications of their contracts. Football agents must navigate the terms of Article 12 agreements with the client's welfare as the primary concern.

ii. **Disclosure and Transparency Requirements:** Football agents must include in any representation agreement (as per Article 12) their name, FIFA license number, client name, and specific details of the football agent's remuneration (Art. 16, para. 2(d)). These mandatory inclusions promote accountability and provide clear documentation that FIFA or national associations can audit if necessary.

iii. **Undue Advantage:** Article 16, para. 3 (b) prohibits football agents from offering or paying 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.

3.2. FIFA Regulations

FIFA Regulations on the Status and Transfer of Players (RSTP)

ART. 18BIS | THIRD-PARTY INFLUENCE ON CLUBS

i. Article 18bis safeguards the autonomy and integrity of clubs in their decision-making processes, particularly regarding employment and transfer-related. Clubs cannot enter into contracts that allow any other club or vice versa, third party, or external entity to acquire the ability to influence their polices, independence, decisions or team performance. This includes any arrangement that could compromise the club's autonomy in employment and transfer negotiations or operational strategies.

ii. Breaching this rule can result in disciplinary measures by the FIFA Disciplinary Committee.



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ART. 18TER | THIRD-PARTY OWNERSHIP (TPO) OF PLAYERS' ECONOMIC RIGHTS

i. Article 18ter forbids third-party investment in a player's economic rights, which could compromise the transparency and fairness of player transfers, and lead to exploitation by third parties and negatively impact the financial integrity of clubs and players.

ii. Breaching such a rule can result in disciplinary measures imposed by the FIFA Disciplinary Committee.

ART. 18TER, PARA. 1 » Prohibition of TPO Agreements

Clubs and players are prohibited from entering into agreements with a third party whereby they acquire a financial interest in the respective player's economic rights. A third party shall not be entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another or be assigned any rights in relation to a future transfer or transfer compensation. The prohibition became effective on 1 May 2015.

ART. 19 | PROTECTION OF MINORS

Article 19 is the cornerstone of FIFA's regulations protecting young players from unethical recruitment and undue influence. It creates a general prohibition on the international transfer of minor players under the age of 18 and is designed to prevent the exploitation of minors. FIFA allows limited exceptions, which are strictly regulated and require documented compliance:

ART. 19, PARA. 2(A) » Parents move countries for reasons not linked to football

International transfers are permissible if the minor's parents relocate for reasons unrelated to football. This ensures that family stability takes precedence over economic interests. The most common situation is where the player's mother or father is offered a job opportunity abroad, leading the entire family to relocate. Other reasons for relocating may include reuniting with other family members, cultural considerations, or specific circumstances relating to the health of a family member.

ART. 19, PARA. 2(B) » Transfers within the EU/EEA or within the same country

FIFA permits minors aged 16–18 to transfer within the EU/EEA, or between two associations within the same country[2], if the new club commits to meeting minimum standards. These standards include:

i. Adequate football education and/or training

ii. Educational and vocational training to support the player's future career outside of football

iii. Living and welfare arrangements – such as appropriate accommodation and a mentor

iv. Proof of meeting these requirements

2. By way of example, the member associations domiciled in the territory of the United Kingdom (England, Scotland, Wales, Northern Ireland).

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ART. 19 | PROTECTION OF MINORS

ART. 19, PARA. 2(C) Cross Borders Transfers

International transfers are permitted in cases where the minor player lives within 50km from a national border, and the club with which the player wishes to be registered in the neighbouring association is also within 50km of that border. However, the player must continue to live at home and the two associations concerned must give their explicit consent.

ART. 19, PARA. 2(D) Humanitarian Cases

This exception applies to minors recognised as refugees, protected persons or asylum seekers. It protects unaccompanied minors or those whose life is threatened, permitting their transfer while under humanitarian protection. A distinction is made between formally recognised refugees/protected persons and asylum seekers. The former may be registered with a professional or amateur club, while the latter may only be registered with a purely amateur club and are not permitted to register with a professional club until they are 18.

ART. 19, PARA. 2(E) Exchange Students

Minors may transfer temporarily to participate in an academic exchange programme if registered with an amateur club without professional affiliations. This limit on professional engagement helps to keep the focus on the minor's education. Furthermore, it is also assumed that the player will return to their home country immediately after the completion of their studies abroad. Accordingly, the maximum duration of the minor player's registration for the new club is limited and may not last longer than one year.

ART. 19BIS | REGISTRATION AND REPORTING OF MINORS AT ACADEMIES

Article 19bis provides additional protections by establishing obligations for clubs and academies regarding the registration and reporting of minors, such as:

i. Reporting obligations: Clubs and academies must report all minors in their programmes, even if they are not officially registered. This includes private academies with no formal affiliation to professional clubs (Art. 19bis, para. 1-2)).

ii. Association record-keeping: Associations are responsible for maintaining a detailed registry of minor players, with information such as full name, nationality, date of birth, country of origin (or previous country of domicile), football agent's involvement (if any), and club affiliation (Art. 19bis, para. 3). This ensures that both FIFA and national associations can monitor the movement and treatment of minors within academies and identify any irregularities.

iii. Conditions for Minor Trials (Art. 19ter): Article 19ter specifies conditions under which minors may participate in trials. The minor must be turning 16 within the season that the trial is taking place or is turning 15 if both the player and the club are domiciled in Europe. In addition, clubs must obtain written parental consent, designate a mentor, and cover trial-related expenses. Furthermore, minors may only participate in two trials per year, with each trial adhering to FIFA's maximum duration limits. These conditions are in place to prevent excessive trials and safeguard minors' rights and welfare.

3.3. Compliance and Enforcement

FIFA Football Agent Regulations: Enforcement Mechanisms



The 2022 FIFA Football Agent Regulations establish specific compliance and enforcement mechanisms. FIFA's regulations, especially Articles 13 and 16, require football agents to act with a high degree of integrity, especially where minors are involved. These regulations are meant to shape football agents' reputations within the industry by ensuring increased professionalism and enhanced accountability. Football agents must adhere to strict documentation, transparency, and training standards to represent minors, elevating the entire industry's professional standards. This adherence positions football agents as trusted, ethical participants, improving their reputation among clubs, parents, and young players. 95% of survey respondents indicated that they would report infractions to FIFA. 65.9% indicated that they would also report to national football associations and law enforcement in the case of illicit activities. This indicates that the majority of licensed football agents support reporting infractions. However, focus group respondents indicated that they would feel more confident in reporting infractions to FIFA if there was feedback as to the progress of investigations and more stringent enforcement of the regulations and sanctions (disciplinary action).

The mandated elements of representation agreements reduce legal risks, as they standardise contract terms and require explicit clarity on fees and services (Art. 12). For football agents, this ensures that agreements are legally sound and minimises disputes, creating a more predictable and legally compliant professional environment. FIFA requires that these agreements must be accessible to FIFA upon request. This enables FIFA to monitor compliance with representation standards and ensures football agents adhere to the agreed-upon terms.

FIFA's regulations on the representation of minors (Art. 13) and the safeguarding standards under the FIFA Guardians framework place significant ethical responsibilities on football agents. These measures prioritise the safety and well-being of young players. The implications are twofold:

ART. 13 | REPRESENTATION OF MINORS

i. Article 13 mandates that football agents complete safeguarding and minors-focused training through the FIFA CPD programme. By requiring football agents to undergo continuous professional education, FIFA ensures that football agents working with young players are educated on ethical standards and the unique vulnerabilities of minors. This positions football agents as knowledgeable and ethical professionals, instilling confidence among clients and clubs that their practices align with the highest standards.

ii. With the restriction on approaching minors until six months before eligibility for a professional contract (Art. 13, para. 1), football agents are limited in how early they can engage with minors. This timing restriction protects young players from early influence and preserves their focus on development rather than commercial pressures.

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Misconduct or violations of the FFAR can be reported anonymously via the FIFA Reporting Portal. Football agents are encouraged to use the reporting mechanisms more, as oversight, targeted interventions and enforcement are compromised when football agents fail to report unethical practices.

The FIFA Football Agent Regulations impose substantial responsibilities on football agents, emphasising transparency, child protection, and ethical conduct. The regulatory requirements compel football agents to adopt stringent compliance practices, focus on safeguarding minors' interests, and establish clear and fair contractual relationships. These rules reinforce football agents' roles as ethical stewards in football recruitment. Ultimately, compliance with these regulations helps football agents maintain credibility, build trust within the industry, and promote a safer, more ethical football environment for the next generation of players.



UNIT 3

04 Ethical Principles in Recruitment



Ethical Principles in Recruitment

The demands of professional football carry inherent risks to children's development. Intensive training programmes place physical and mental stress on minors that can conflict with their right to holistic growth, education and well-being. These pressures can disrupt young players' natural development, potentially compromising their long-term health and emotional resilience. Unit 3 outlines the core ethical principles that must guide your conduct, including respect for the rights of minors, transparency and honesty in dealings, and fairness and non-discrimination.

RESPECT FOR THE RIGHTS OF MINORS

Historically, warnings about the risks of child exploitation in elite sports have been raised since UNESCO's 1964 Declaration on Sport. These concerns have evolved to focus on the potential for sport to mimic child labour, particularly when children are exposed to gruelling schedules and high expectations that impact their education and well-being. The 2018 Thematic Report by the UN Special Rapporteur on the Sale and Sexual Exploitation of Children, and Mission 89's 2024 Global Thematic Report on Sport Trafficking, further underscore the need for reform in sports to eliminate practices that exploit minors.

Recruiting minors (children under the age of 18 years) comes with unique challenges and responsibilities. The recruitment of minors exposes them to various human rights risks and environments that may not prioritise their best interests and well-being. Young players are particularly vulnerable to exploitation, pressure, and unethical practices. The risks associated with these transfers are significant. Without proper legal grounds and safeguards, children may be brought into foreign countries without formal protections, placing them outside the reach of national legal frameworks and institutional support systems, as well as their family and social support networks. While the aim is to identify and nurture talented players and potentially pave the way for a professional career in football, the reality is that only a small percentage of young people will actually make it to the highest levels of the sport.

The high expectations and pressures of professional football can lead to risks for young players, who may lack the maturity or autonomy to navigate the scrutiny and potential sanctions that may arise from decisions made by others on their behalf.



In addition, such recruitment practices may expose children to economic exploitation, as minors cannot legally be direct beneficiaries of contracts, and financial rewards often go to third parties (such as parents, guardians, or football agents). Football agents must ensure that their recruitment and representation of minors **prioritise the best interests of the child** while following both legal and ethical standards.

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Football agents must be vigilant about early specialisation and intensive training regimes that push children, some as young as 10, into situations where they may be overworked, pressured, and exposed to significant physical and psychological harm, as well as missed opportunities for broader personal development and educational attainment. You should avoid encouraging premature contracts or exposure to excessive competition, ensuring a healthy balance between football and other aspects of a child's life. Following a child's rights-based approach to representing minors can safeguard against these issues. In the section below, we will unpack some of the most important children's rights that apply to young players.

CHILDREN'S RIGHTS IN FOOTBALL

The **United Nations Convention on the Rights of the Child (UNCRC)** provides a framework that should guide how football agents work with and represent minors. This includes safeguarding their physical, emotional, and educational development while avoiding any form of abuse or exploitation.

Right to Life and Development (Article 6): Every decision regarding a young player must consider their holistic development, including their physical health, mental well-being, and social growth. Overtraining, exhaustion, and excessive demands (whether by parents, football agents, coaches or clubs) can have long-lasting and harmful effects on a child's development. It is important to ensure that your minor clients can access holistic development programmes via the clubs or academies to which they may be signed.

Holistic Talent Development is an overarching approach to athletic talent development that aims to develop young athletes in three interrelated domains:

i. **Athletic Skills:** The development of the skills and characteristics (i.e., technical, tactical, physical, psychosocial) needed to progress towards higher levels of athletic performance and competition.

ii. **Health and Wellbeing:** The promotion, development, safeguarding and maintenance of physical, mental and social health and wellbeing.

iii. **Life Readiness:** The development and application of attitudes and skills required to succeed in and outside of sport, now and in the future.

ART. 9 & 10 Right to Family Life

This includes protection against a child's separation from their family when this is not 'in the best interests of the child'.

ART. 12 Right to Express Views and be Heard

Children capable of forming their own views have the right to express those views freely in matters affecting them. Their opinions must be given due weight based on their age and maturity. Moreover, children must have the opportunity to be heard in legal and administrative matters that concern them. The football industry often involves powerful entities (clubs, football agents, sponsors), and young players can be particularly vulnerable. Ensuring they have a voice helps counter these imbalances. In recruitment processes, especially for minors, their consent and understanding should be central. Their views must be heard to ensure decisions align with their best interests, not solely the financial or sporting priorities of adults. Young players should have the opportunity to express their views about transfers, training locations, or contracts. Their preferences, ambitions, and concerns must be given due weight according to their age and maturity. Young players should be consulted about their training schedules, living arrangements (especially for those in residential academies), and educational provisions. If a young player faces exploitation, mistreatment, or unfair dismissal, they have the right to be heard in relevant proceedings. This can include hearings related to disputes with clubs, football agents, or leagues, either directly or through a representative (such as a lawyer).



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ART. 19 & 34 Right to Protection from Violence, Abuse, Maltreatment & Exploitation

Young athletes in high-pressure environments are more susceptible to various forms of abuse and exploitation, including physical, psychological, and sexual violence, than the general population. These forms of abuse, by those in positions of power and authority, have been documented in the football ecosystem. Of serious concern is the prevalence of sexual abuse in football globally. As a football agent, you have a duty of care to protect minors by ensuring that the clubs, academies, and environments in which they are placed adhere to strict safeguarding policies, provide mandatory reporting systems, and conduct background checks on all staff. 86.9% of survey respondents indicated that regular welfare checks with players and their families were of paramount importance to prevent abuse and exploitation of minor players. It is thus essential that you build an ethical relationship of trust with your minor clients so that they feel comfortable to report any concerns to you. If they do report concerns to you, it is your responsibility to act on them by referring the concern to the Safeguarding Officer (or Welfare Officer or local equivalent) in the academy or club or respective member association or to the authorities (police and child protection services) if you suspect a possible crime has occurred.

ART. 24 Right to Health and Access to Healthcare

Every child has the right to the highest attainable standard of health and access to healthcare services. Article 24 is crucial in ensuring the physical and mental well-being of young players, especially given the demanding physical nature of football and the risks of exploitation or neglect in the industry. Clubs, academies, and organisations must provide young players with access to medical care, rehabilitation services, and preventive health measures to address injuries, overtraining, and mental health issues. Proper nutrition and safe living conditions should be prioritised, particularly for players in residential academies or those travelling internationally. Practices like overtraining, neglecting injury recovery, or forcing players to perform beyond safe limits can be seen as prejudicial to their health and should be abolished. Parents and young players must be educated on maintaining health, preventing injuries, and identifying risks like doping or unsafe training conditions. International collaborations, especially between clubs, football agents, and organisations in developing countries, should ensure young players' health rights are protected globally, regardless of economic or regional disparities.

ART. 28 Right to Education

Young players often face the dilemma of balancing school and sport. While some better-resourced academies and clubs provide education within their training programmes, others do not. Those that do not should be avoided as it is a violation of children's rights to be denied their education, and in some countries, this is unlawful and counts as negligence. A child's right to an education is crucial for their long-term development. A child's right to education should never be compromised, regardless of the time demands of football training or competition, or pressure placed on children to focus on their football career (whilst neglecting the possibility of injuring out or failing in elite, professional football). You should counsel young players and their families about this and encourage them to think strategically about their future prospects.

ART. 32 Right to Protection from Economic Exploitation

A key obligation as a football agent is to prevent minors from being economically exploited, which includes avoiding premature signing of professional contracts, unfair financial deals, being overworked to secure performance bonuses, or sponsorship arrangements that do not prioritise the child's development. You must protect minors from economic exploitation by negotiating terms that prioritise long-term welfare over immediate gains. You should encourage players and their families to seek legal professionals with child labour and sports law expertise to review all financial agreements/contracts. Similarly, the sale and trafficking of children is strictly prohibited, as outlined in Article 35.

Taken together, while aiming to develop competitive, talented young players, a child rights and holistic approach prioritises the overall needs, wants and wellbeing of each young footballer. In some Clubs and Associations this is formally referred to as Player Care or Player Welfare. Player Care refers to both the short and long-term well-being of a player and their personal development ensuring they are equipped for life in and beyond football. It covers aspects such as their education, health, nutrition, life skills, participation in decisions affecting them housing, after care, etc.

KEY POINTS

Holistic Development

When representing a minor, your goal should be to foster their athletic skills while also nurturing their emotional and intellectual development.

Education Support

Favour clubs which provide adequate educational support systems for players who are still completing their schooling.

Player Care/Player Welfare

Favour clubs which focus on Player Care and demonstrate a commitment to both the short- and long-term wellbeing of players.

Safeguarding

Favour clubs and academies that have a safeguarding policy in place and a Safeguarding Officer (or local equivalent).

Guardianship of Rights

As their representative, you must champion the rights of minors, ensuring that they are protected from any form of exploitation, including inappropriate work conditions or demands that could impede their development.



ENSURING INFORMED CONSENT AND AUTONOMY OF YOUNG ATHLETES

Football agents are pivotal in ensuring that young players and their families make informed decisions (see UNCRC Art. 12 above). Respecting the autonomy of minors requires that football agents facilitate full transparency in all negotiations and agreements. The young player's personal, educational, and long-term development must remain central to any decision-making process.

The **principle of informed consent** is essential in protecting the autonomy and rights of minors. Informed consent means that children and their guardians must fully understand the terms of any agreements they enter, especially regarding training commitments, compensation, risks, and future opportunities. Contracts can be complex and full of legal jargon. It's your responsibility as a football agent to simplify these documents so that young players (and their guardians) can understand the implications of contracts in an age-appropriate and comprehensible manner. For example, you may wish to break down the contract into point form, explaining key obligations, rewards, and risks.

Involve minors in decisions to ensure autonomy. While minors may lack the legal capacity to make decisions independently, they should still be involved in the decision-making process. Parents and guardians often have the final say, but young players must be given a voice, ensuring that their wishes and concerns are considered. This helps to ensure the player feels a sense of control and understanding over their career choices.

It is important to remember that informed consent is not a one-time event but an ongoing process. As a player's career progresses and circumstances change, whether in terms of performance or career direction, you must revisit these agreements with the player and their family to guarantee that everyone remains informed and satisfied with the terms. A review process can be scheduled on a yearly or biannual basis to ensure that a player's changing needs, performance levels, and opportunities are reflected in their agreements.

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4.1. Transparency and Honesty

As a FIFA-licensed football agent, your credibility and reputation depend on maintaining transparency and honesty in all interactions with young players and their families. These principles are essential for building trust and ensuring ethical standards are upheld throughout the recruitment process. These principles ensure that young players and their families can make informed, rational decisions based on accurate and complete information.

TRANSPARENCY

In football recruitment, transparency involves ensuring that every party has access to complete and understandable information regarding all aspects of the recruitment process, including contracts, performance expectations, financial arrangements, and career pathways.

You must disclose all relevant information, including details that may not always seem immediately necessary but are crucial for informed decision-making. This includes explaining the risks of injury, potential career setbacks, and the uncertainties inherent in a football career. Discuss both the potential successes and challenges young players may face. While motivating and supporting your clients is important, being realistic about the likelihood of professional success, injury risks, and other factors that could affect their careers is equally important.

Transparency isn't just about what is disclosed but how it is disclosed. Information must be provided in a way that the player and their family can easily understand, considering their level of familiarity with the industry. As previously discussed, you are responsible for breaking down complex legal and financial jargon. In addition, many contracts contain complex financial arrangements, including bonuses, penalties, and performance incentives. Ensure that the family fully understands these terms, including what is guaranteed and what is performance-based. When offering a contract to a young player, ensure that the contract is explained point by point. Avoid rushing the process or overwhelming the family with too much information at once. Allow time for questions and offer independent legal support to help clarify terms. Providing written summaries alongside the contract can help families better understand long-term obligations and potential risks.

HONESTY

Honesty in football recruitment means avoiding any form of deception, exaggeration, or misleading information. Honesty is crucial to managing expectations and ensuring all parties have a realistic view of the player's potential, opportunities, and risks involved.

Honesty requires you to accurately present the player's current abilities and prospects without making exaggerated claims about their potential for stardom. Building false hopes can lead to significant psychological and financial harm, especially for minors who may be counting on success in football to support their families.

During initial recruitment meetings, outline both the player's strengths and areas for improvement. Be transparent about how competitive the professional football world is and the percentage of academy players who make it to the professional level. For instance, of the 1.5 million players who are playing organised youth football in England at any given time, only 0.012% (or 180 players) will make it to the Premier League, while more than 75% of academy players are released between the ages of 13 and 16. Any information provided to the player and/or their family about their prospects must be tempered with the inherent risks and challenges associated with a career in football, such as the potential for injury, lack of playing time, and the possibility of contracts not being renewed. For example, when discussing potential career pathways with a family, highlight the importance of having a backup plan, such as continuing and furthering education or exploring other career opportunities within or outside of football. This balanced representation helps manage expectations and fosters a realistic career outlook.

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PROVIDE CLEAR AND ACCURATE INFORMATION TO MINORS AND THEIR FAMILIES

Minors and their families often know little about the football industry. It is essential to guide them through the career pathways available, explaining each step in detail, from academy training to professional contracts, and the challenges or obstacles that may arise. You should delineate possible career trajectories, including typical timelines, potential roadblocks (e.g. injuries), and alternative career paths within the football industry (e.g. coaching or sports management).

As contractual negotiations often involve complex financial arrangements, such as performance-based incentives, bonuses, and signing fees, you must ensure that families fully understand these terms before they commit to anything. Break down the financial terms of a contract into clear, comprehensible sections, explaining what each clause means in simple terms. This could include providing real-world scenarios that demonstrate how bonuses are earned, what penalties might be incurred, and how fluctuating performance levels could affect earnings.

AVOIDING FALSE PROMISES AND EXAGGERATIONS

A common ethical pitfall in football recruitment arises when football agents, in an attempt to secure clients, feed into parents' and young players' dreams of immediate stardom by offering unrealistic promises or exaggerated claims about future success. This was a view held by 94% of survey respondents. Avoiding these practices is fundamental to maintaining integrity.

It is essential to **set realistic expectations** for young players and their families regarding future success in football. Most players in academies do not make it to the professional level, and football agents should be honest about these odds from the outset. As the chances to make it to the top of the football pyramid are so slim, this should not be what defines the success of a journey at a club or academy. You should aim to educate and empower all young players, so that those who do not transition into the professional game have good alternative careers and can continue to play football at some level or in some other capacity (such as a coach or referee, etc). Football is unpredictable, and guaranteeing outcomes – whether it's a professional contract, a spot on a national team, or a sponsorship deal – is unethical. Success depends on a variety of factors, including personal development, injuries, and the availability of opportunities at the right time.

Similarly, over-hyping a player's abilities or potential can place undue pressure on the player and lead to disappointment if expectations aren't met. You must be cautious how you describe a player's talents to both the family and prospective clubs. As such, when scouting talent, avoid comparing the player to high-profile stars unless justified. Focus on the player's actual skills and areas that need improvement, highlighting realistic opportunities for growth rather than unrealistic dreams of fame.



4.2. Fairness and Non-Discrimination

Fairness and non-discrimination are further core principles of ethical football recruitment. Football thrives on diversity and inclusivity as a global sport, but these principles must be actively promoted and enforced to prevent systemic barriers that disadvantage certain groups. FIFA-licensed football agents must be at the forefront of ensuring that recruitment processes are fair, free of bias, and provide equal opportunities to all players, regardless of their background.

Fairness in recruitment refers to treating all athletes equally and without prejudice. This means offering the same opportunities to players based on merit, rather than allowing socio-economic status, race, gender, or nationality to influence decisions.

Fair recruitment is thus about identifying talent based solely on ability and potential. It requires football agents to objectively assess each player's skills and provide them with equal opportunities to succeed. A way to ensure merit-based recruitment is to create a standardised assessment process for evaluating players' abilities during scouting. This ensures that all players are judged on the same criteria, such as technical skills, physical performance, and tactical awareness, without allowing bias to creep in.

Non-discrimination involves actively working against any form of bias or prejudice that might influence recruitment decisions. Discrimination in football can manifest in various ways, including gender bias, racial prejudice, and socio-economic barriers.

Gender Equality in Recruitment

Female athletes often face barriers to recruitment and representation in professional football. Non-discrimination means ensuring that female players are given the same opportunities, support, and resources as their male counterparts. Female players remain marginalised and underpaid compared to their male counterparts in many countries around the world.

Addressing Racial and Ethnic Bias

Despite football's global reach, racial and ethnic discrimination remains an issue. Non-discrimination in recruitment means ensuring that players of all ethnic backgrounds are provided with equal access to scouting networks, training programs, and professional opportunities.

ENSURING EQUAL OPPORTUNITIES REGARDLESS OF BACKGROUND

Ensuring equal opportunities requires football agents to work actively against structural barriers that may prevent certain groups from accessing professional football. These barriers may include financial constraints, geographic isolation, or lack of access to high-quality training facilities.

Young players from low-income families or otherwise disadvantaged socio-economic backgrounds may struggle to afford the costs associated with elite training, travel, and equipment. They are susceptible to abuse and exploitation – and are particularly at risk of being scammed or trafficked. Football agents need to be mindful of this and collaborate with other key stakeholders to level the playing field, by sourcing scholarships, sponsorship deals or financial aid programmes for talented players who cannot afford the costs associated with professional training.

In addition, some regions, particularly rural or economically disadvantaged areas, may be overlooked by traditional scouting networks, opening avenues for predatory, unlicensed football agents and scammers to exploit. Football agents should expand scouting operations to include underrepresented regions and communities, ensuring that talent is identified regardless of geography. A good strategy would be to partner with grassroots football programmes in rural or underserved regions to identify talent that elite clubs may otherwise miss. You can tap into a broader pool of potential players by building relationships with local coaches and organisations.

Leveraging available technology, such as video scouting platforms and remote scouting applications (where local coaches can upload footage of matches or training sessions to platforms which accessible to licensed football agents) may also significantly reduce the costs traditionally associated with scouting in these remote regions. However, such platforms require uploads to come from verified parties (e.g. coaches, academies, or guardians). Furthermore, the platform must comply with data protection laws to secure player information, and age restrictions and strict monitoring to prevent direct, unsupervised contact with minors must be implemented.

ADDRESSING BIASES AND PROMOTING INCLUSIVITY

Bias in recruitment can occur consciously or unconsciously, but it can profoundly affect who gets opportunities in football. Football agents must recognise and address these biases, ensuring that all players are treated fairly and equitably.

Unconscious bias refers to mental processes that lead a person to act in ways that reinforce stereotypes (even when those actions conflict with their consciously held values) or form opinions about candidates based on first impressions or irrelevant criteria. This is closely related to **affinity bias** in which people tend to gravitate towards others who look, act, and think as they do. Unconscious bias can influence recruitment decisions, often leading football agents to favour players who resemble past success stories or who come from familiar backgrounds.

The Halo/Horns effect refers to when a single standout quality – whether a strength or a weakness – shapes the overall perception of a player. For instance, if a player has one impressive skill, it might lead you to overlook other areas that need improvement (halo effect). Conversely, a perceived flaw might overshadow otherwise strong abilities (horns effect). Fair evaluations require a balanced view, considering the player's complete profile rather than focusing on isolated traits.

Stereotyping Bias overgeneralised beliefs about certain groups can lead to unfair judgments. For instance, assumptions based on age, race, nationality, or socioeconomic background might skew perceptions of a player's potential or work ethic.

Gender bias is an unconscious bias that can lead football agents to favour one gender over another despite equal levels of skill or experience.

Confirmation bias occurs when a football agent has a preconceived belief about a player, whether positive or negative, and unconsciously seeks information to support that belief.

Affect heuristics occurs when football agents may take mental shortcuts to judge a player's suitability without thoroughly evaluating all evidence. For example, a football agent might decide that a player lacks potential based on appearance, demeanour, or other factors rather than actual skills and performance metrics.

Inclusivity extends beyond recruitment. It also applies to the culture within clubs and teams. Football agents should work to ensure that all players feel valued and supported, regardless of their background. One way is encouraging clubs to establish mentorship programmes that help underrepresented players adjust to professional environments and build a support network

Fairness and non-discrimination are fundamental to creating an equitable football industry. You play a crucial role in upholding these values by ensuring that recruitment processes are free from bias, promoting equal opportunities, and fostering inclusive environments within clubs. By actively addressing socio-economic barriers, gender bias, and racial discrimination, you can actively contribute to a football industry that reflects the diverse, global nature of the sport.

UNIT 4

05 Best Practices for Recruitment



Best Practices for Recruitment



In an increasingly competitive industry, FIFA-licensed football agents are called to higher ethical standards, especially in the recruitment and development of young players. While securing talent is vital, recruitment must focus on a child-centred ('child-first') approach, emphasising long-term well-being, fairness, and transparency. This unit delves into the best practices football agents should uphold in scouting, communication, and contractual arrangements with minors. By focusing on ethical practices, football agents can play a pivotal role in creating a supportive environment for young players, ensuring that recruitment benefits the sport and the players and their families.

5.1. Scouting and Talent Identification

Scouting and talent identification are fundamental steps in the recruitment process, often shaping the trajectory of young players' careers. For football agents, this stage requires not only skill in assessing potential, but also a commitment to upholding ethical standards that protect young players from exploitation and undue pressure. This section explores best practices for ethical scouting, creating fair and transparent evaluation processes, managing expectations responsibly, and safeguarding young athletes' physical and mental well-being. An ethical approach from the outset sets a positive precedent for the entire recruitment journey, aligning with FIFA's standards and prioritising the welfare of young players.

Ethical scouting begins with transparency and a fair, unbiased approach. Football agents should establish clear and consistent criteria to assess talent fairly, focusing on objective factors such as skill level, physical development, commitment, and growth potential. By standardising evaluation methods and leveraging technology, football agents can avoid biases that might lead to preferential treatment based on socioeconomic status, geographic location, or other unrelated factors. Scouting should prioritise inclusivity, allowing talented players to be evaluated fairly – regardless of their background or initial resources.

Ethical scouting requires football agents to establish clear, consistent criteria for talent identification, allowing young athletes to be evaluated based on their skills, commitment, and growth potential rather than any biases that may arise in the scouting process. Football agents should design fair and transparent evaluation methods, focusing on talent and potential rather than economic or regional backgrounds.

A key principle of ethical scouting is **accessibility** to minimise financial or logistical burdens on young athletes and their families. This approach discourages 'pay-to-play' scenarios, where access to professional opportunities is dependent on a family's financial status rather than the child's talent. In addition, ethical scouting avoids informal recruitment or hidden costs, which can place undue financial stress on families who might be willing to sacrifice considerably to see their child succeed. You should focus on balanced and evidence-based evaluation practices that accurately reflect the player's potential while respecting their stage of physical and psychological development. It is important to recognise that young players are in varying growth and maturity phases, and pushing them into intense professional environments too early can lead to burnout, injury, or other developmental issues. You should tailor scouting assessments to account for age-appropriate physical and psychological benchmarks, focusing on gradual progression rather than immediate output.

Scouting methods should emphasise skill and commitment as primary metrics, while also considering an athlete's physical and psychological development stages to avoid pushing young talent too hard, too soon.

One of the most critical aspects of ethical scouting is managing expectations and preventing exploitation. The allure of professional football can create immense pressure, as families and players often invest significant time and resources into realising the dream of a successful career. You should be mindful of this vulnerability, acting as a stabilising influence by providing honest, balanced feedback grounded in realistic assessments of the player's current abilities and future potential. This transparency helps to set realistic expectations, which is essential for the mental well-being of young athletes and fosters a foundation of trust between football agents, players, and families. This, in turn, will help young talent and their families make informed decisions about the player's future. Moreover, you should advise on pathways that prioritise the player's long-term career prospects over immediate gains, aligning with the broader commitment to ethical practices in youth football.

Ethical scouting also means recognising the limits of early talent identification and prioritising pathways that support the player's well-being. For example, if a young player shows promise but lacks certain foundational skills or physical readiness, you should consider a phased approach to development. This might involve recommending local leagues or development programmes instead of pushing the player into high-stakes, competitive environments immediately. This protective measure guards against burnout and allows the young player to develop at a pace that is physically, mentally, and emotionally sustainable.



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5.2. Communication with Minors and Families

Clear, transparent, and ethically grounded communication is at the core of any recruitment relationship. Building trust requires football agents to be honest and forthcoming about the recruitment process, providing accurate information on timelines, expectations, and realistic career prospects. As discussed in the previous unit, you should explain both the positive aspects and challenges of pursuing a professional football career, addressing the inherent uncertainties in football. This openness forms the basis of trust and helps parents or guardians, and young players make sound decisions without undue pressure. Effective communication fosters trust, eases the transition for young players entering a highly competitive field, and builds a foundation of support that upholds the player's best interests at every stage of their development.

Effectively communicating with minors requires a nuanced approach that respects their developmental stage and comprehension levels. See **FIFA's Football Agents Ethical Communication Guide,** which accompanies this ethical recruitment guide.

Young players are often impressionable, and their understanding of complex contractual, financial, or career-related matters can be limited. When communicating with minors, football agents must adapt their language and approach to the child's level of understanding. Effective communication should avoid jargon and complex contractual language, replacing it with clear, age-appropriate terms that ensure the minor fully understands the implications of recruitment. Simple explanations, illustrative examples, relatable analogies, and encouragement to ask questions are valuable tools to ensure young players, and their legal guardians, grasp the recruitment process and their role within it. Rather than viewing questions as interruptions, football agents can encourage them as signs of engagement and curiosity. By showing patience and openness, you help young players feel confident in seeking clarification or expressing their concerns. Fostering a two-way dialogue demonstrates to young players that their thoughts and opinions are valued. This reinforces a sense of autonomy and involvement in the recruitment process.

Engaging families in the decision-making process is essential. Families provide crucial emotional, financial, and logistical support, and their involvement is vital to ensuring that young players make informed choices. Parents or guardians are ultimately the ones who make the legal decisions on behalf of minor players. The presence of family members in the decision-making process also serves as a protective measure, ensuring that choices are made in the best interests of the player. You should schedule regular updates and offer families access to information regarding the player's progress, opportunities, and challenges. For example, if a young player is considering an offer requiring relocation, you should work closely with the family to discuss the logistical, emotional, and educational implications of such a move and ensure it is in line with the FIFA RSTP. This participatory approach reassures families and fosters a sense of partnership between football agents and parents, strengthening the trust necessary for a productive recruitment relationship.

Recruitment involves complex commitments, and parents or guardians must have access to full, clear information to make informed choices. Football agents should take the time to explain contract terms, training schedules, and other commitments, actively seeking feedback from family members to confirm their understanding.

Family involvement ensures that every decision made aligns with the child's best interests, and families feel empowered in supporting their child's ambitions within a realistic framework.

You should also be mindful of cultural differences and sensitivities affecting communication with families. Recognising and respecting cultural dynamics allows football agents to approach families in a way that aligns with their values, encouraging open and comfortable dialogue. By being culturally aware and adaptive in their communication strategies, you can ensure that families feel respected and included, further strengthening the support network surrounding the young athlete.

5.3. Contracts and Agreements

Contracts are the legal backbone of recruitment and set the expectations, rights, and responsibilities for all parties involved. However, when dealing with minors, contracts must be crafted with heightened ethical responsibility and clarity, as young players and their families may lack familiarity with the professional football landscape. Contracts should be drafted in straightforward, clear language, avoiding legalese and complex clauses that could obscure the terms. This transparency allows young players and their families to make informed decisions without feeling overwhelmed or pressured.

A representation agreement is essential for establishing a legally secure and transparent relationship between the football agent, the player, and the player's family. A well-drafted contract helps prevent misconduct by clearly detailing the responsibilities and obligations of each party. Contracts with minors require particular care to ensure that the terms are accessible and protective, offering both parties security against breaches of professionalism or unfair treatment. A carefully constructed representation contract provides the player with a mechanism to exit the agreement if the football agent fails to uphold professional standards and protects the football agent through clauses like exclusivity, which helps prevent the player from engaging with other football agents simultaneously. A template of a representation agreement that parties may use is provided on the FIFA website.

DRAFTING CLEAR AND FAIR CONTRACTS

The primary purpose of a representation agreement is to define the legal relationship and expectations between the player and the football agent in compliance with FIFA's Football Agent Regulations. FIFA has mandated that all representation contracts contain specific clauses to ensure uniform standards across member associations. These essential clauses include: the names of the parties, scope of services, contract duration, remuneration, payment terms, termination provisions, date of conclusion, and signatures from all relevant parties, including legal guardians when the player is a minor.

You should ensure the correct spelling of names and clearly define the scope of services. These are crucial aspects, as they form the basis for mutual understanding and prevent misunderstandings down the line. For example, your responsibilities might encompass contract negotiations, career management, and endorsement deals. However, it is essential that these duties align with what the player actually requires.

The contract's duration and termination provisions are particularly significant. FIFA's regulations mandate that the contract duration and terms be clearly outlined, and are limited to a maximum of two years with an option to be extended (Art. 12, FFAR). The ability to exit or renegotiate the contract allows young players to change representation if the football agent's performance or alignment with their goals no longer meets expectations. Exit clauses should permit the player to terminate the contract for 'just cause' without penalties if the football agent breaches the agreement or acts unprofessionally. Football agents who focus on providing flexible, fair termination conditions foster greater trust and security for young players.

Where the player is a minor, you should consider including clauses that protect the player's access to education and well-being services, recognising that the primary focus at this stage should be balanced growth and learning. Contracts that balance football commitments with educational and developmental support demonstrate an ethical focus on the young player's well-being, reflecting FIFA's standards for safeguarding young players.

ENSURING CONTRACTS ARE UNDERSTOOD BY ALL PARTIES INVOLVED

Given the complexity of representation agreements, it is critical that both players and their families fully understand the terms before signing. Contracts should not be presented as mere formalities or rushed through without proper explanation. Instead, you should allocate time to walk the player and their family through each section of the agreement, answering any questions and clarifying any points of confusion. This patient, thorough approach reinforces the football agent's commitment to transparency and respect, helping families feel more confident in the recruitment process.

Most national football associations provide template contracts as a baseline, but football agents can tailor additional clauses specific to their services or national standards. However, these templates often include standardised clauses, which may not always be easily interpreted by young athletes or their families. You are responsible for explaining each section of the contract in accessible language, using age-appropriate terminology for younger players and ensuring that guardians comprehend the full scope of the obligations.

You should also be mindful of potential language or cultural barriers that may affect a family's understanding of the contract. In cases where families are not fluent in the language in which the contract is written, football agents should offer translation services or provide a bilingual version of the contract. This inclusivity promotes fairness and ensures that all parties are equipped with the information needed to make an informed decision.

Effective communication of the contract's terms also involves verifying that the young athlete themselves has a basic understanding of the agreement. While minors may not grasp all the legal nuances, football agents can explain fundamental points in age-appropriate language, ensuring that young players understand the main commitments and expectations. For instance, football agents can outline what the athlete will be expected to do regarding training and matches and any educational or developmental opportunities provided within the contract. This respect for the young player's autonomy reinforces a sense of agency and responsibility, preparing them for the professional aspects of a football career.



LEGAL SAFEGUARDS FOR MINORS IN CONTRACTUAL AGREEMENTS

Contracts involving minors demand specific legal safeguards to protect their interests and ensure international standards and regulations compliance. Since minors are particularly vulnerable to exploitation, football agents must prioritise legal protections that prevent undue influence, misrepresentation, or coercion. These protections are essential for maintaining the ethical integrity of the recruitment process and for safeguarding young players' rights. One crucial safeguard is the inclusion of parental or guardian consent for any contractual agreement. In most jurisdictions, minors cannot legally enter into binding contracts without parental approval. Football agents must respect this legal requirement, ensuring that contracts are co-signed by a parent or legal guardian who understands the agreement's implications. Additionally, football agents should verify that families are not pressured into signing and are given ample time to review the contract, seek independent legal advice, and discuss the terms without feeling rushed.

Another key component of legal safeguarding is the inclusion of 'best interest' clauses that prioritise the minor's well-being over profit or performance metrics. For example, these 'player care' or 'player welfare' clauses should stipulate conditions that allow the player to continue their education, receive adequate rest and leisure time, and access healthcare services. Such clauses align with the FIFA standards for youth recruitment and demonstrate a commitment to the holistic welfare of young players.

FIFA stipulates that all representation contracts must include a series of minimum clauses that detail critical aspects, some of which were discussed in the previous section, including remuneration, termination, exclusivity, and image rights, each of which is integral to the young player's career and personal protection.



Remuneration and Commission

This clause specifies the football agent's commission, which is often set as a percentage of the player's gross, net salary. Understanding these financial obligations is essential for families to ensure that remuneration terms are fair, competitive, and aligned with the services the football agent will provide.

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Image Rights

Another critical consideration is the inclusion of image rights within the representation contract. Image rights and commercial endorsements typically come with higher commission percentages, usually around 20%, reflecting such arrangements' heightened visibility and commercial value. Some football agents circumvent minimum age requirements by signing players to 'image rights' contracts with big brands before transitioning them into full representation agreements when they reach the appropriate age. In such cases, the player and family must fully understand the implications, as these agreements often establish a commercial precedent that carries forward into the representation contract.

Exclusivity Clauses

An exclusivity clause means that the player is represented solely by one football agent for football agent services, which can help streamline the representation process. However, players and families must be aware of the potential limitations this imposes. In cases where exclusivity is permitted, such as in some international jurisdictions, the player may face restrictions that prevent working with other football agents even when beneficial opportunities arise elsewhere. In terms of FIFA's Regulations, a football agent may not approach a player subject to an exclusive representation agreement with another football agent, except in the final two months of that exclusive representation agreement. Whereas in countries like Germany, where exclusivity clauses are prohibited to prevent players from being restricted to a single football agent, some football agents who work internationally circumvent this by registering in other jurisdictions, a practice worth noting as it impacts a player's autonomy and market access. Football agents should clarify these limitations to the player and family, particularly where certain territories or mandates may warrant a separate, specialised football agent.

Territories

The scope of a football agent's jurisdiction is an additional consideration within representation contracts. Most contracts specify global representation to prevent overlapping jurisdictions. However, it is essential for players and families to recognise the impact of these clauses on their freedom to pursue opportunities in other regions.

Contracts with minors should also include protective exit clauses. As young players are still at a formative stage, it is crucial to offer them the flexibility to reassess their commitments as they mature. Exit clauses allow young players to withdraw from or renegotiate the agreement under certain conditions, such as a desire to focus on education or health concerns. This flexibility recognises the evolving nature of young players' lives and ensures that they are not bound to commitments that may later conflict with their personal development.

It is essential that s comply with any national or international legal frameworks governing contracts with minors. Contracts should also include clearly defined mechanisms for dispute resolution. Dispute resolution provisions allow young athletes and their families to address grievances or misunderstandings without resorting to lengthy or costly legal proceedings. This is particularly important in cases where disagreements might arise over training conditions, payment terms, or other aspects of the player's commitment. By providing clear steps for resolving disputes, you create a transparent and fair process that prioritises the minor's interests and prevents potential exploitation or unfair treatment.

This includes respecting restrictions on child labour, age-appropriate working hours, and any specific rules governing child athletes. Complying with these standards ensures that recruitment practices are legally sound and ethically responsible, protecting young players from harm and maintaining your credibility and the wider football ecosystem.

KEY POINTS

- Creating contracts that are clear and fair is the cornerstone of ethical recruitment. The contract should clearly outline all terms and conditions, including financial arrangements, training requirements, and performance expectations, in a way that minimises ambiguity. The contract should specify not only the roles and responsibilities of both the football agent and the player but also outline any developmental or educational support offered to the young player. Compensation, career planning, and opportunities for progression should be clearly laid out, and any clauses that impose limitations on the young player's autonomy, such as restrictive exclusivity clauses, should be avoided or minimised. Such restrictions can harm the player's long-term career prospects and create undue dependency on a single football football agent, which is counterproductive to the principles of ethical recruitment.

- Ensuring that contracts are understood by all parties is another ethical priority. Football football agents should take the time to go over each section of the contract with the young player and their family, breaking down the terms into digestible information. This might include translating contracts if the family's first language differs from the contract language or providing simplified summaries to ensure comprehension. Moreover, football football agents should encourage players and their families to seek independent legal advice, as this offers an additional layer of protection and reinforces the commitment to transparency and fair dealing.

- Legal safeguards are especially crucial in contracts involving minors, as they help protect the rights and well-being of young athletes. For example, football agents should include clauses that permit contract termination or amendment in cases where the young player's rights or welfare may be compromised. These safeguards should comply with both the local and international regulations governing minor employment, child protection and contractual rights. Furthermore, football agents must adhere to relevant youth safeguarding and protection guidelines in the host country, particularly if the young athlete will be training or competing abroad. This adherence demonstrates a commitment to the young player's safety and development, reinforcing the ethical standards expected of FIFA licensed football agents.

In short, representation agreements should meet legal requirements and embody a broader ethical commitment to protecting and supporting young talent. This approach builds trust and reinforces the football agent's role as a mentor and advocate for the young player's growth, fostering a partnership based on mutual respect, transparency, and a shared commitment to ethical recruitment practices. By embedding these safeguards and best practices into contracts, football agents can contribute to a sports industry that prioritises its youngest members' welfare and fair treatment.



06 CHECKLIST 1

Ethical Decision-Making Framework



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Ethical Decision-Making Framework

The **Ethical Decision-Making Framework** is a structured process that helps football agents navigate complex ethical dilemmas. It guides football agents through a series of steps to ensure that decisions align with ethical principles such as fairness, transparency, and integrity. By following this framework, football agents can evaluate their options, consider the impact of their actions on all stakeholders, and make informed, ethical choices that prioritise the well-being of their clients.

Steps in the Ethical Decision-Making Framework

STEP 1 Recognise the Ethical Issue

The first step is identifying whether an ethical issue exists. This could include conflicts of interest, exploitation of players, or unclear contract terms. **Ask yourself:**

- Does this situation involve a choice between right and wrong?
- Is the player from a vulnerable background?
- Are there conflicting interests or values at play?
- Could someone be harmed (physically/psychologically/emotionally/financially) as a result of this decision?

STEP 2 Gather the Facts

Understand the full context of the situation by collecting all relevant information:

- What are the key details and facts of the case?
- Who are the stakeholders involved (e.g. players, clubs, coaches, sponsors, or other third parties)?
- What are the potential risks and consequences?

This might include reviewing the player's contract, financial details, or feedback from other stakeholders.

STEP 3 Evaluate the Options

Consider all possible courses of action, weighing their ethical implications:

- What are the potential outcomes of each option?
- Will any party be harmed or unfairly treated?
- Are there legal, regulatory, or FIFA rules that influence your options?

For example, if you are tempted to prioritise one player over another due to a financial incentive, this choice will compromise your ethical responsibilities.

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STEP 4 Make the Decision

Based on the information gathered and the evaluation of options, choose the course of action that best aligns with ethical standards:

- Which option is the most ethical and fair?
- Does this decision uphold your responsibility to the player and maintain transparency?
- Can you justify this decision to others?

At this stage, it's crucial to select the option that minimises harm and promotes fairness, even if it comes with personal or financial drawbacks.

STEP 5 Test the Decision

Before implementing the decision, test it by asking:

- Would you be comfortable explaining your decision publicly to stakeholders, FIFA, or the media?
- Does the decision feel right to you personally and professionally?
- Would this decision hold up under scrutiny?

If the decision does not pass these tests, reconsider your approach or seek additional input.

STEP 6 Implement the Decision

Once confident in the decision, take action:

- Communicate the decision clearly to all parties involved.
- Document the reasoning behind the decision for transparency and accountability.
- Ensure that the decision is executed fairly and ethically.

This might involve explaining your decision to the player, the club, or other stakeholders, ensuring that they understand the rationale behind it.

STEP 7 Reflect on the Outcome

After implementing the decision, reflect on the results:

- Did the decision achieve the intended ethical outcome?
- Were there any unforeseen consequences?
- What can you learn from this situation to apply to future decisions?



07

CHECKLIST 2

Ethical Recruitment Checklist



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Ethical Recruitment Checklist

Transparency and Honesty

Full Disclosure of Financial Arrangements

- ☑ I have clearly communicated all fees, commission structures, and contract terms with the player and their family.
- ☑ I have provided a simplified, written breakdown of financial terms, including performance incentives, potential penalties, and payment schedules.
- ☑ I have ensured that the player and their family understands the long-term financial commitments and implications of any contract.

Accurate Representation of Career Opportunities

- ☑ I have avoided exaggerating career prospects or overpromising outcomes to attract clients.
- ☑ I have clearly explained the realistic challenges and uncertainties involved in a football career, including injury risks, competition levels, and retention challenges.
- ☑ I have encouraged the player and their family to consider alternative career or educational plans alongside football.

Accessible Contract Information

- ☑ I have offered contracts/representation agreement in clear, plain language, avoiding legal jargon.
- ☑ I have informed the player and the family in writing that they should consider taking independent legal advice in relation to the representation agreement.
- ☑ I have allowed adequate time for the player and their family to review the contract with independent legal advice, should they wish to.
- ☑ I have regularly reviewed contract terms with the player and family to ensure understanding and satisfaction with the terms.

Safeguarding and Protection of Minors

Representation of Minors

- ☑ I have complied with article 13 of the FFAR regarding any approach to a minor player or the representation of a minor.
- ☑ I have ensured the guardians are fully informed of the rights, responsibilities, and risks involved.

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Verification of Safe and Supportive Environment

- ☑ I have confirmed that clubs, academies, and other organisations involved have safeguarding policies in place, such as background checks, reporting mechanisms, and zero-tolerance policies on abuse, as well as a designated safeguarding officer or local equivalent.
- ☑ I have documented all safeguarding measures that are in place at clubs or academies, and provided guardians with this information.

Education, Player Care and Development Balance

- ☑ I prioritise clubs or academies that offer adequate educational and welfare programmes for minors.
- ☑ I advocate for the minor's right to balanced development, ensuring that football training does not interfere with education or well-being.
- ☑ I have provided my client and their family access to educational materials on managing a balanced lifestyle between sport and education.

Regular Welfare Check-Ins

- ☑ I schedule check-ins with the minor and their family to discuss well-being, career progress, and any concerns.
- ☑ I have documented any welfare concerns raised by the player or family and followed up with the appropriate clubs or authorities when necessary.

Safeguarding Training Compliance

- ☑ I have completed FIFA's safeguarding training and any other mandatory professional development courses focusing on protecting minors.
- ☑ I keep up-to-date with the latest safeguarding standards and best practices.

Accountability and Compliance

Adherence to FIFA's Regulations

- ☑ I have familiarised myself with FIFA's relevant regulations, especially those regarding minors, representation agreements, and fee structures.
- ☑ I use standardised contract templates that comply with FIFA and national regulations to ensure consistency and transparency.
- ☑ I have successfully completed the designated CPD course on minors provided by FIFA.

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Avoiding Conflicts of Interest

- ☑ I have disclosed any potential conflicts of interest to all parties (e.g. representing both a player and a club) and seek written consent.
- ☑ I have ensured that decisions are made in the player's best interest, even if this means stepping back from a conflicted role.

Reporting Unethical Practices

- ☑ I will report any observed unethical practices, such as unauthorised recruitment activities, exploitation, or breaches of safeguarding standards, to FIFA or its member association.
- ☑ I will maintain a record of any unethical situations encountered and actions taken to ensure accountability and transparency.

Ethical Communication and Documentation

- ☑ I keep detailed records of all communications with the player, their family, and any associated clubs or academies.
- ☑ I have ensured that all documents, agreements, and relevant communication are accessible to the player and their family for review.

Fairness and Non-Discrimination

Non-Biased Recruitment Practices

- ☑ I assess players solely based on their talent, commitment, and growth potential, disregarding race, nationality, socioeconomic status, or gender.
- ☑ I have created a standardised evaluation method to ensure fair and objective assessments.

Equal Access to Opportunities

- ☑ I provide equal opportunities for players regardless of their background.
- ☑ I avoid 'pay-to-play' scenarios

Promotion of Gender Equality

- ☑ I strive to ensure that female players receive the same level of support, resources, and opportunities as their male counterparts.
- ☑ I advocate for gender equality in all recruitment and representation efforts.

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Cultural and Socioeconomic Awareness

- ☑ I am mindful of cultural or socioeconomic barriers and make accommodations to help underprivileged players navigate recruitment processes.
- ☑ Where possible, I connect disadvantaged players with support programmes, scholarships, or sponsors that can assist with costs associated with training and travel.

Avoidance of Stereotyping and Unconscious Bias

- ☑ I regularly review my recruitment practices to identify and correct any unconscious biases.
- ☑ I have educated myself on how to avoid stereotyping players based on physical attributes, nationality, or background.

Ensuring the Minor's Autonomy and Family Involvement

Informed Consent and Autonomy for Minors

- ☑ I respect the player's autonomy by involving them in decision-making processes, even though final consent is given by their legal guardians.
- ☑ I have explained all agreements and commitments in age-appropriate terms, allowing the player to ask questions and express concerns.

Ongoing Consent and Periodic Reviews

- ☑ I revisit consent with the player and their guardians periodically, especially when significant decisions or changes arise.
- ☑ I allow the player and family to review and update representation agreements to reflect their evolving goals and preferences.

Transparency in Communication with Families

- ☑ I keep open lines of communication with the player's family, updating them on their child's progress, potential risks, and any changes in representation terms.
- ☑ I actively encourage the player's family to voice concerns and offer feedback on representation practices.

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Additional Checks and Best Practices

Due Diligence with Third-Party Collaborations

- Conduct background checks and verify the legitimacy of third parties involved with the player, such as training academies or sponsors.
- Ensure any collaborators uphold ethical standards and are free from past incidents of exploitation or abuse.

Mitigating Risks of Relocation and Cultural Adjustment

- For international placements, assess the player's readiness and provide support for cultural and environmental adjustment.
- Partner with trusted local organisations to assist with relocation logistics, housing, and legal support to ensure a smooth transition.

Educational Support and Life Skills Training

- Advocate for life skills training at academies or clubs to help minors develop resilience, financial literacy, and communication skills.
- Where possible, facilitate mentorship programmes with older players to guide young recruits through the pressures of professional sports.

Encouraging Balanced Development

- Encourage players to prioritise their education and personal well-being.
- Provide resources and counselling to help minors manage their time and maintain a balance between sports and other developmental pursuits.

08

APPENDIX 1

FIFA Football Agents Code of Conduct



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FIFA Football Agents Code of Conduct

This Code of Conduct establishes the ethical and professional standards required for FIFA licensed football agents. It reflects FIFA's commitment to safeguarding the integrity of football, ensuring player welfare, and promoting fair, transparent, and lawful representation practices.

01 Compliance with Regulations

1.1. The Football Agent is bound by and will comply with all applicable FIFA regulations, including the FIFA Football Agent Regulations and national laws governing player representation.

1.2. The Football Agent shall familiarise themselves with FIFA regulations and act in strict compliance with them as if each obligation is incorporated into this Code.

02 Integrity and Best Interests of Players

2.1. The Football Agent will always act in the legitimate best interests of the player, ensuring that their career, welfare, and financial security are prioritised.

2.2. The Football Agent shall represent only those players with whom a valid representation agreement has been signed and will not solicit players who are under representation agreements with other football agents.

2.3. In all dealings, the Football Agent will act honestly, diligently, and fairly with players, clubs, coaches and third parties agreements with other football agents.

03 Transparency and Disclosure

3.1. The Football Agent will disclose all terms, conditions, and fees related to representation agreements, ensuring the player fully understands their rights and obligations.

3.2. Before entering into any representation agreement, the Football Agent will disclose any conflicts of interest or existing agreements with clubs or other entities that may affect their impartiality.

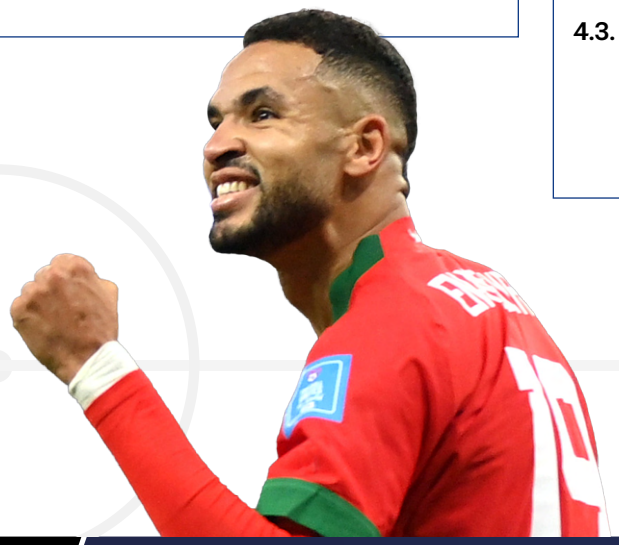
3.3. The Football Agent shall not provide materially false or misleading information and will take reasonable steps to verify the accuracy of information shared with players and clubs.

04 Safeguarding and Representation of Minors

4.1. The Football Agent will only approach or represent a minor player in compliance with the FIFA Football Agent Regulations and/or any applicable national law.

4.2. The Football Agent will not offer financial inducements, gifts, or material goods to minors or their families as a condition for signing a representation agreement.

4.3. Contracts involving minors must comply with FIFA's safeguarding regulations, including limited contract duration and a focus on the minor's education and development.



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05 Avoidance of Conflicts of Interest

5.1. The Football Agent will disclose any potential or actual conflicts of interest and will not represent both a player and a club in the same transaction unless all parties provide written consent.

5.2. The Football Agent will avoid any activity that compromises their ability to act in the player's best interests, including financial arrangements that create conflicts with clubs, their officials or other entities.

06 Prohibited Practices

6.1. The Football Agent will not engage in or encourage any practices that induce players to breach existing contracts or violate FIFA regulations.

6.2. The Football Agent shall not misappropriate funds, engage in embezzlement, fraud, bribery, any abusive or exploitative practices, or other unlawful activities that compromise their integrity or the interests of the player.

6.3. The Football Agent shall not solicit, accept, or offer any unauthorised payments, gifts, or commissions from clubs, players, coaches, sponsors, or other third parties.

07 Confidentiality and Data Protection

7.1. The Football Agent will maintain the confidentiality of all player-related information and will not disclose such information without the player's consent, except as required by law or FIFA regulations.

7.2. The Football Agent will comply with data protection laws and ensure the secure handling of all personal and financial information related to their clients.

08 Record Keeping and Financial Transparency

8.1. The Football Agent will maintain accurate financial records of all transactions, contracts, and negotiations conducted on behalf of players.

8.2. Upon request, the Football Agent will provide FIFA or other regulatory bodies with access to these records to ensure compliance with financial and ethical standards.

09 Professional Competence and Development

9.1. The Football Agent shall participate in FIFA continuing professional development to maintain their accreditation and enhance their knowledge of industry best practices.

9.2. The Football Agent will continuously update their knowledge of FIFA regulations, player welfare practices, and contract negotiation strategies to provide high-quality representation.

10 Cooperation with FIFA and Disciplinary Procedures

10.1. The Football Agent will cooperate fully with any inquiries, investigations, or disciplinary actions initiated by FIFA or other relevant authorities.

10.2. The Football Agent acknowledges that violations of FIFA Regulations may result in disciplinary actions, including fines, suspension, or withdrawal of their FIFA license, in accordance with the FIFA Disciplinary Code.

09

APPENDIX 2

FIFA Football Agents Ethical Communication Guide



FIFA Football Agents Ethical Communication Guide



Introduction

Football agents serve as crucial participants in the careers of athletes, especially in facilitating player transfers, negotiating contracts, and providing guidance to athletes. Additionally, they are instrumental in upholding the transparency and integrity of the football transfer system, safeguarding the welfare of the professionals they represent, and contributing to the fair and ethical operation of player contracts and transfers within the beautiful game.

This communication guide, grounded mostly in FIFA's regulations, provides a comprehensive framework for promoting ethical and transparent practices within the international transfer system. It advises football agents on how to communicate openly and transparently with key stakeholders—parents, athletes, football academies, clubs, government agencies, and football federations—thus supporting ethical practices in football transfers.

The document seeks to provide clear guidelines on the roles and responsibilities of key stakeholders and their interactions with football agents, fostering a fair and accountable environment. By recommending strategies for communication and stakeholder engagement, football agents can maintain open and honest communication and ensure the protection of the athlete while upholding the core values of the sport.

Objectives

The objectives are to establish and maintain consistent messaging regarding ethical recruitment practices among football agents.

This includes promoting transparency between football agents, players, families, and clubs to ensure that all parties are well-informed.

All communications will be aligned with FIFA's ethical standards and regulations to uphold the highest level of integrity.

Finally, it is intended to foster trust and protect young players from exploitation in the recruitment process.

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Football Agents and Their Responsibility

Football agents play a critical role in the professional sports ecosystem, acting as necessary participants between players, clubs, and other stakeholders. Their primary responsibility is to represent the interests of the players they manage, guiding them through various aspects of their careers, including contract negotiations, transfers, endorsements, and other business matters. However, their influence extends beyond just the players—they are also expected to act in a way that benefits the football clubs, sponsors, and the overall integrity of the sport.

Acting in the Best Interest of the Player

For players, football agents are often more than just business representatives; they are career strategists and advisors. Particularly for younger or less experienced players, football agents are entrusted with navigating complex legal, financial, and contractual landscapes. They must ensure that the player's professional and personal welfare are prioritised. This includes securing fair financial terms, protecting the player from potential exploitation, and promoting long-term career growth instead of short-term gains.

Moreover, football agents are responsible for informing players about their decisions, from club transfers to brand endorsements. This includes offering advice on career direction, potential club environments, playing time, and even the cultural fit within a team. For young players, agents often have a fiduciary duty, acting in loco parentis (in place of the parent), especially when dealing with sensitive issues like housing, education, and well-being.

Acting in the Best Interest of the Club

While football agents' primary allegiance lies with the player, they are also responsible for maintaining a professional relationship with clubs. A successful football agent should facilitate a mutually beneficial relationship between the player and the club, ensuring the club can meet its operational and financial goals while prioritising the player's professional development.

In practice, this might mean working towards a fair market value in player transfers or salary negotiations that benefit both parties. For example, a football agent focusing solely on maximising a player's salary without considering the club's financial constraints may risk damaging the player's long-term prospects with that club or others. Effective football agents, therefore, seek to strike a balance where both parties feel respected and satisfied with the outcome, contributing to the player's career stability and the club's operational continuity.

Acting in the Best Interest of the Football Ecosystem

Football agents also serve as custodians of the broader football ecosystem. Adhering to ethical standards contributes to a fair and transparent environment that benefits all stakeholders—players, clubs, sponsors, and fans. They are expected to follow guidelines set by governing bodies like FIFA, which regulate player transfers, service fees, and player welfare. When football agents engage in unethical practices like misrepresenting players, inflating transfer fees, or undermining fair competition, they not only harm their clients but also damage the reputation of the sport.

A responsible football agent will also be mindful of the ripple effects that their actions can have on the football industry. For example, unethical behaviour in negotiations can harm the reputation of a player or club, negatively affect future business dealings, and erode trust between stakeholders. Therefore, football agents who focus on long-term sustainability, rather than short-term profits, can help to preserve the integrity of the sport and related competitions.

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Football Agents and Their Responsibility

ART. 13 | FIFA FOOTBALL AGENT REGULATIONS (FFAR)

Article 13 of the FIFA Football Agent Regulations (FFAR) focuses specifically on the representation of minors, providing clear guidelines to protect young athletes and minors from abuse and exploitation. As football agents play a crucial role in shaping the careers of players, particularly during their early development, it is vital that they adhere to these regulations to ensure the safety and well-being of minors under their representation.

Key Provisions of Article 13 – Representation of Minors

a Age Restrictions on Representation

This provision is put in place to protect young players from entering into professional agreements too early in their development, ensuring that they focus on their growth and education without undue pressure.

b Consent from Legal Guardians

A football agent can only sign a representation contract if written consent is obtained from the player's legal guardian(s). This ensures that the minor's best interests are represented and that their families are fully aware and involved in the decision-making process.

c Prohibition on Inducements

Football agents must refrain from offering any form of inducement, such as financial rewards or gifts, to minors or their families to secure representation contracts. This regulation is designed to prevent agents from exploiting families' financial vulnerabilities, keeping the focus on ethical recruitment and the player's development rather than monetary gain.

d Transparency in Contractual Agreements

Any contract signed with a minor must be transparent and clearly understood by all parties involved. Football agents must explain all contractual terms in simple, clear language, ensuring that minors and their families are fully informed of their rights and obligations before signing.

e Best Interest of the Minor

The primary responsibility of the agent representing a minor is to act in the best interest of the young player. This means considering the player's long-term development, both in their career and personal life, rather than seeking short-term financial gain. Agents must prioritise the welfare, education, and future prospects of the minor throughout the representation period.

f Duration of Contracts

According to Article 13, representation contracts with minors must be limited in duration. The maximum contract term is two years, preventing minors from being tied to long-term agreements that may not serve their evolving needs and interests as they grow.

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Ethical Considerations in the Representation of Minors

As football agents working with minors, it is essential to go beyond legal compliance and adopt a strictly ethical approach. This includes:

- Ensuring the player's education is prioritised.
- Respecting family dynamics and involving guardians in major decisions.
- Maintaining transparency in all transactions and communications with the minor and their family.
- Avoiding any form of manipulation or pressure on the minor to enter into agreements that may not align with their best interests.

Article 13 of the FIFA Football Agent Regulations provides a critical framework for safeguarding young players from exploitation during the recruitment process. As a football agent, adhering to these regulations is not only an ethical and legal obligation but a responsibility to protect the future of football's next generation.

The Importance of Ethical Conduct and Football Agents as Bridges Between Players, Clubs, and Families

A football agent must operate transparently and fairly, avoiding exploitative practices that could jeopardise the well-being of young or vulnerable players. Ethical behaviour ensures that all parties—players, clubs, and families - are treated with respect and fairness. This is especially important in high-stakes negotiations, such as transfers or contract renewals, where emotions and financial pressures can run high.

Building Trust with Players and Families

Trust is one of the most critical components of the football agent-player relationship, particularly for younger athletes navigating professional football for the first time. Players and their families rely on football agents to guide them through complex decisions. Ethical football agents ensure that they communicate openly, explain the implications of every decision, and provide honest advice—even when it may not align with the player's initial desires.

In addition, football agents often serve as the primary liaison between clubs and families. For young players, parents or guardians are deeply involved in decision-making processes and need a football agent who can explain complex contractual or legal matters in simple, understandable terms. Transparency ensures that the family feels informed and empowered throughout the process.

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Facilitating Club and Player Relationships

Football agents also act as vital bridges between clubs and players. Their role is to ensure that both parties' interests align as closely as possible, mitigating conflicts that could arise during negotiations. Ethical football agents foster open communication between clubs and players, which helps avoid misunderstandings and ensures that both parties work towards common goals.

For instance, if a club is interested in a player but cannot meet certain financial demands, a football agent willing to work transparently with both sides can negotiate a mutually beneficial solution—perhaps through performance-based bonuses or a staggered payment schedule. In this way, football agents serve as problem solvers who help maintain positive relationships between players and clubs, even in challenging negotiations.

Safeguarding Young Players from Abuse and Exploitation

Young football players are particularly vulnerable to exploitation and other kind of abuse due to inexperience and the pressure to succeed. Football agents are often the first line of defence against such exploitation and other kinds of abuse. By ensuring that players fully understand their contracts, rights, and long-term career implications, ethical football agents help protect their clients from predatory practices by unscrupulous clubs, football agents or any other individuals that pertain themselves as football agents.

Moreover, football agents with a strong ethical foundation will avoid practices that jeopardise a player's career or personal well-being. For example, they will not push players into risky transfers for high service fees or manipulate their choices to favour particular clubs or sponsors without considering the player's interests.

Ethical Recruitment Practices: Core Objectives

Ethical recruitment practices are foundational to the integrity and sustainability of football as a global sport. The core objectives of ethical recruitment can be broken down into three primary pillars: ethics, transparency, and protection of young players. These principles not only ensure fair and responsible conduct in the recruitment process but also serve to safeguard the long-term interests of all parties involved—players, football agents, clubs, and football associations. When these objectives are pursued rigorously, they promote trust, fairness, and a level playing field within the football ecosystem.

ETHICAL RECRUITMENT: A COMMITMENT TO FAIRNESS AND INTEGRITY

At its heart, ethical recruitment emphasises fairness and integrity, requiring football agents and other stakeholders to act in good faith throughout the recruitment process. The goal is to ensure every decision and action prioritises players' welfare, respects clubs' rights and upholds the sport's moral and legal frameworks.

For football agents, this means adhering to regulations set by governing bodies like FIFA, which have established comprehensive guidelines to protect the interests of all parties. FIFA's regulations, for example, outline clear rules for how football agents should manage transfers, negotiations, and contracts, particularly concerning younger or vulnerable players.

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KEY PRACTICES FOR ETHICAL RECRUITMENT

Avoiding conflicts of interest

Football agents must represent their clients without being influenced by personal financial incentives that could harm the player's career. This means rejecting under-the-table deals, inflated fees, or collusion with clubs to achieve outcomes that serve their interests rather than the player's.

Fair contract terms

Contracts should reflect the player's value and potential without exploiting their lack of experience or knowledge. Football agents must ensure that terms such as salary, bonuses, and performance clauses are reasonable, attainable, and aligned with market standards.

Full disclosure

Football agents should be transparent about their service fee structures, ensuring that players are fully aware of what fees they will pay and what services they receive in return.



EXAMPLE OF ETHICAL CONDUCT

Consider a young player from an underdeveloped footballing country with a major European club offering a contract. A football agent would ensure that the player understands the terms of the deal, particularly any clauses that might affect their playing time or development. They would also evaluate whether the contract serves the player's long-term career growth or if alternative opportunities may be more beneficial, even if they don't provide immediate financial rewards.

TRANSPARENCY: BUILDING TRUST THROUGH OPEN COMMUNICATION

Transparency is another cornerstone of ethical recruitment practices. It fosters trust between players, football agents, clubs, and families by ensuring that all parties have access to the same information and understand the details of every transaction. Transparency requires football agents to communicate openly about the terms of contracts, financial arrangements, and career implications. Without it, young players and their families—often inexperienced with the legal and financial intricacies of professional football—can easily become victims of exploitation.

For agents, practising transparency means:

CLEAR COMMUNICATION

Football agents must explain the implications of contracts, clauses, and agreements in simple, understandable language, particularly for younger players and their families. Complex legal jargon should be broken down, and all parties should understand their agreement.

For example, when negotiating a transfer for a young player, the football agent should fully explain any signing bonuses, salary structure, or performance-based incentives to the player and their family. They should also discuss long-term career impacts, such as how joining a specific club might affect the player's development and future opportunities.

OPEN NEGOTIATIONS

Transparency in negotiations means that football agents should openly communicate the terms they discuss with clubs or other stakeholders. There should be no hidden clauses or secret agreements that could later harm the player.

For example, FIFA regulations require transparency in disclosing the transfer fee and any other financial agreements when a player is transferred from one club to another. A football agent who complies with these rules ensures that the player and the clubs involved are fully informed and protected from under-the-table deals or conflicts of interest. FIFA's rules also mandate that the player be involved in all key decisions, further promoting transparency.

DISCLOSURE OF SERVICE FEES

Many ethical breaches occur when players are unaware of how much they pay their football agents. Ethical football agents should disclose all fees upfront, explaining how their service fees work, and avoid hidden charges common in less ethical practices.

During a transfer negotiation, a club might offer a contract with several performance-based bonuses. An ethical football agent would sit down with the player and family, clearly explaining what each bonus entails—whether it depends on goals scored, minutes played, or other metrics. They would ensure the player understands the probability of achieving those bonuses and what that means for their income. If the terms seem difficult to achieve, the football agent will negotiate on the player's behalf for more realistic bonuses, ensuring the player isn't unfairly disadvantaged.



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PROTECTION OF YOUNG PLAYERS: GUARDING AGAINST ABUSE AND EXPLOITATION

Young players, especially minors, are particularly vulnerable to abuse, neglect and exploitation in the football world due to their inexperience, emotional investment in the sport, and the overwhelming nature of international attention. Protecting young players is one of the core objectives of ethical recruitment, and this requires football agents to prioritise not just the short-term financial gain of the player but their long-term well-being and career development.

FIFA's regulations impose several specific safeguards aimed at protecting young players. These include restrictions on international transfers for players under 18 and the requirement that the player's parents or guardians approve any contracts involving minors. Football agents must strictly comply with these rules to ensure young players are not pushed into situations that could harm their development or well-being.

KEY PRACTICES FOR PROTECTING YOUNG PLAYERS

Career Path Planning

Ethical football agents should help young players map a clear development path, including education, training, and playing opportunities, rather than focusing purely on early financial returns. The emphasis should be on the player's holistic development - both professionally and personally.



Ensuring Family Involvement

For minors, football agents must include the family or guardians in all decisions, ensuring they are fully informed about contracts, transfers, and training schedules. This prevents misunderstandings and ensures the player has a strong support system.

Post-Career Planning

Ethical football agents recognise that a footballer's career can be short-lived and should encourage players to think about life after football, offering advice on financial planning, education, or career diversification.

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CRITICAL SCENARIOS WHERE TRANSPARENCY AND ETHICAL CONDUCT ARE VITAL

CONTRACT NEGOTIATIONS

During contract negotiations, football agents must be transparent with the player and the club, ensuring that all parties understand the terms. A football agent should explain contract clauses such as transfer rights, release fees, and performance incentives in detail. This helps clarity later when the player may feel misled about their rights.

CLUB TRANSFERS

Transfers are often where ethical breaches occur, particularly when football agents inflate fees or misrepresent player conditions to clubs. Therefore, football agents must ensure that the transfer is in the player's best interest, considering playing time, club stability, and development opportunities rather than pushing for the highest transfer fee.

ENDORSEMENT DEALS

Players often rely on agents to secure endorsement deals with brands or sponsors. Ethical football agents ensure that the terms of these deals align with the player's personal values and career goals rather than simply seeking the most lucrative offers.

By committing to fairness, transparency, and protecting young players, football agents can ensure they always act in the best interests of their clients. Through clear communication, compliance with FIFA's regulations, and a long-term focus on player welfare, ethical recruitment practices can foster a more trustworthy, fair, and sustainable football environment.



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Tone and Style Guidelines: In-Depth Analysis and Evaluation

Effective communication is key to maintaining trust, credibility, and professionalism in recruitment, particularly when agents interact with players, families, clubs, and regulatory bodies. Football agents must adopt a specific tone and style in their communications to navigate the complexities of contract negotiations, career decisions, and ethical dilemmas. These guidelines provide a framework for how agents should approach various stakeholders.

TONE: PROFESSIONAL, EMPATHETIC, AND TRANSPARENT

When communicating, football agents should focus on three core tones—professional, empathetic, and transparent—to ensure clarity and foster trust among all parties involved.

PROFESSIONAL TONE

Football agents need to establish authority and respect through a professional tone. This means avoiding casual or informal language, particularly in formal negotiations or written communication. A professional tone conveys competence, reliability, and trustworthiness, which are critical in high-stakes situations such as contract discussions or transfers.

- **Why this matters:** Football agents manage players' careers and guide families through complex decisions. A professional tone gives stakeholders confidence that the football agent is experienced and capable.
- **How to achieve it:** Use formal language, precise terminology, and maintain a neutral tone when addressing all stakeholders, ensuring that emotions or personal biases do not seep into conversations.
- **An example:** *We have thoroughly reviewed the contract and, based on our analysis, recommend a few modifications to ensure your long-term growth and financial security in the club.*

EMPATHETIC TONE

Football agents often interact with players and their families during pivotal moments - such as career decisions, contract negotiations, or transfers - which can be emotionally charged. An empathetic tone acknowledges these emotions and ensures the football agent is seen as caring and supportive.

- **Why this matters:** Football agents must demonstrate understanding and compassion, especially when dealing with young players or families with little knowledge of the football industry. Empathy fosters trust and strengthens the relationship between agents and their clients.
- **How to achieve it:** Active listening, asking open-ended questions, and acknowledging the emotional weight of the situation helps convey empathy. Phrasing statements in a way that shows you understand their concerns is key.
- **An example:** *I understand this decision is difficult, and I want to ensure you're comfortable with every step. Let's review your options to ensure we choose what's best for your future.*

TRANSPARENT TONE

Transparency is essential in ensuring all parties fully understand the decisions and processes. This is especially important in an industry where ethical concerns and misunderstandings can easily arise.

- **Why this matters:** In football recruitment, the stakes are high, and players and families rely on football agents for honest advice. A transparent tone reassures stakeholders that there are no hidden agendas, promoting trust in the football agent's intentions and actions.
- **How to achieve it:** Be upfront about the processes, decisions, and potential challenges, and avoid withholding information. Ensure clarity by breaking down details of all offers presented and explaining them fully, even when the news may not be favourable.
- **An example:** *While this offer may seem lower than expected, let me explain the club's reasoning and why I believe it could still be a good opportunity.*

SIMPLIFYING COMPLEX LEGAL TERMS

Football contracts and recruitment agreements often contain complex legal language that can be difficult for players and their families to understand. Football agents must simplify these terms to prevent confusion and ensure informed decision-making.

- **Why this matters:** Contracts can include terms like "transfer rights," "buyout clauses," or "performance-related bonuses," which may not be familiar to most people outside the football or legal industry. Simplifying these terms ensures that clients fully understand what they agree to, which is crucial for transparency and long-term trust.
- **How to simplify legal terms:**

  Define key terms upfront
  Provide clear definitions for complex terms at the start of any contract discussion.

  Use analogies or examples
  Simplify using everyday language or analogies to make abstract terms relatable.

  Provide summaries
  Instead of focusing on the fine print, provide a high-level summary of key points, then break down any complicated clauses.

- **An example:** *the term 'buyout clause' means that another club can pay a set amount to take you away from your current team. Think of it as a price tag—if another team is willing to pay that price, you'll have the option to leave your current club.*
- **Here's a tip for football agents:** Make the explanations interactive by asking the client if they understand each concept. If necessary, use visual aids, diagrams, or charts to make the legal concepts easier to follow.

Stakeholder Engagement: Communicating Efficiently

Football agents are also pivotal in managing the relationships between various stakeholders in a player's career. Their responsibilities extend beyond mere representation; they encompass advocacy, education, and ethical oversight, ensuring that all parties involved can navigate the complexities of professional football while maintaining integrity. This guide will provide an in-depth analysis of how football agents can responsibly and ethically manage relationships with **players, families, clubs, academies and regulatory bodies,** fulfilling their responsibilities and fostering a healthy football ecosystem.

ENGAGING WITH PLAYERS: SUPPORTING PLAYERS IN CAREER DECISIONS

Football agents must act in the best interests of their players, offering guidance on career decisions while protecting them from neglect, abuse or exploitation. This is especially important for younger or inexperienced players who may not fully understand the complexities of professional football.

How Football Agents Can Support Young Players

i. Provide Clear Career Path Planning:

Football agents should work with players to map out short-term and long-term goals. This involves identifying which clubs, leagues, and competitions are most beneficial for the player's development, rather than focusing on immediate financial gain.

For young players, explain the importance of playing time and development over securing a high salary. Let the player understand how regular playing time in a smaller club might be more valuable than sitting on the bench at a larger club.

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ii. Offer Full Disclosure on Contracts and Negotiations:

Break down the terms of contracts (salaries, bonuses, release clauses, etc.) in language that the player can easily understand. Ensure the player fully knows what they are signing and its potential long-term implications.

Ensure players know the financial aspects of deals, such as service fees, tax obligations, and future earnings potential.

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iii. Educate Players on Their Rights

Inform players of their rights under FIFA regulations, such as restrictions on international transfers for minors or protecting young players from unfair contracts. By doing so, football agents can protect them from being exploited by clubs or third parties.

For instance, a 17-year-old player is approached by multiple European clubs offering lucrative contracts. As the football agent, your responsibility is to assess the options based on the player's development needs, potential playing time, and overall growth opportunities. After informing of any written offer they have received and related detailed discussions with the player, you could recommend a club that offers a structured development program, even though the financial rewards are less immediate. By prioritising development, you safeguard the player's long-term career prospects.

ENGAGING WITH FAMILIES: EMPATHY AND TRANSPARENCY IN COMPLEX LEGAL PROCESSES

Families often play a significant role in a player's decision-making, especially when the player is still young. Football agents must communicate openly with families, simplify complex legal matters, and show empathy to build trust and ensure informed decisions are made.

How Football Agents Can Support Engage Families

i. Simplify Legal Terms and Processes:

Contracts and negotiations can be complex and filled with legal jargon that may confuse families. Break down complex terms into simple language, explaining things like "transfer rights," "performance clauses," or "release fees" in clear terms.

Offer visual aids or summaries to help families grasp key points, focusing on the terms directly affecting the player's welfare, such as playing time guarantees or financial stability.

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ii. Foster Open Communication:

Ensure families feel included in decision-making processes. Hold regular meetings to discuss the player's options, potential transfers, or contract renewals. Be open to questions, no matter how basic they may seem.

Be honest about the challenges and risks of certain decisions, such as moving to a foreign club or signing a long-term contract with limited playing opportunities.

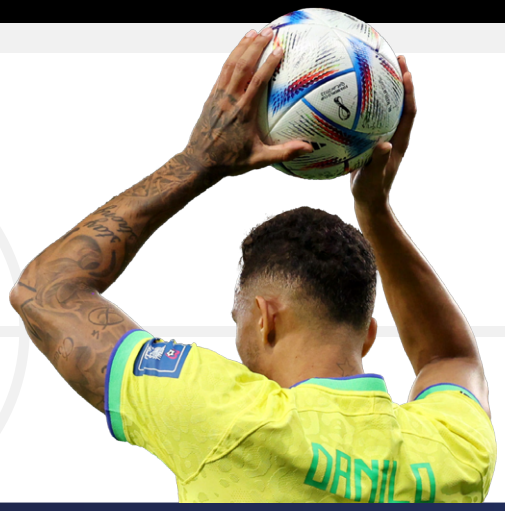
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iii. Show Empathy in Sensitive Situations

Career decisions can be emotionally charged for players and families, especially in contract negotiations or transfers. Show empathy by understanding their concerns - the player's physical well-being, educational opportunities, or emotional needs. Acknowledge the pressures they may feel and provide reassurance through consistent, transparent communication.

Here's an example:

An overseas club offers a 16-year-old player a contract, but the family is concerned about the impact on his education and cultural adjustment. As the football agent, you simplify the contract terms and explain the club's developmental and educational programs. You also arrange for the family to meet with a player who made a similar transition, easing their concerns by offering real-life insights and emotional support.



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ENGAGING WITH CLUBS: MAINTAINING CLEAR COMMUNICATION AND FOSTERING TRUST

A football agent's essential objective is to maintain a professional relationship with clubs. This involves communicating clearly and aligning expectations between the player and the club. This fosters trust and ensures long-term, mutually beneficial partnerships.

How Football Agents Can Improve Communication with Clubs

i. Establish Open Channels of Communication:

During negotiations, football agents must keep lines of communication open between the club and the player, ensuring transparency regarding the club's expectations and the player's needs. Misunderstandings can lead to disputes, which can be avoided through open dialogue.

Maintain regular updates with club representatives, especially regarding the player's development, injuries, or personal matters affecting performance or playing time.

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ii. Balance the Needs of Both Parties:

In negotiations, ensure that the players' and the club's interests are represented fairly. For example, if a club cannot meet a player's financial expectations, look for alternative ways to meet both parties' goals, such as performance-based incentives or contract extensions with future guarantees.

Manage the player's expectations regarding playing time, salary, and club culture to align with the club's objectives. This avoids future conflicts and builds trust between both sides.

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iii. Maintain Integrity During Transfers:

When arranging transfers, be transparent about all terms, including agent fees, and avoid inflating transfer prices or engaging in unethical practices. A transfer must benefit all parties—the player's development, the club's financial health, and the football agent's integrity.

Example:

A club is interested in signing your client but cannot meet their desired salary due to budget constraints. Instead of walking away from the negotiation, you suggest a performance-based bonus system, which aligns with the club's financial limitations and allows players to increase their earnings based on performance. This solution fosters trust between the player, football agent, and club.



ENGAGING FIFA & OTHER REGULATORY BODIES: UPHOLDING INTEGRITY THROUGH COMPLIANCE

Football agents must adhere to all regulations and other national or international governing body standards. These rules protect all stakeholders, particularly players, from unethical practices. Football agents must operate within these frameworks to maintain integrity and fairness in football.

Government bodies, including ministries of sport and immigration authorities, regulate player movements across borders. Football agents must understand the legal requirements surrounding player transfers, including visa regulations, work permits, and the legality of contracts in different jurisdictions. Engaging with government agencies is particularly important in preventing trafficking, as illegal or undocumented transfers often occur in regions with weak regulatory frameworks.

How Football Agents Can Improve Communication with Governmental Agencies and Regulatory Bodies

i. Stay Informed and Compliant with Regulations:

Regularly update yourself on all regulations regarding player transfers, agent regulations, and the treatment of young players. Ensure all your practices are in line with these standards.

Attend FIFA/member association/agent organisation workshops or educational seminars to stay up-to-date with rule changes or new ethical guidelines.

Football Agents should establish direct lines of communication with relevant government authorities to ensure compliance with local and international laws governing athlete transfers. They should also work to ensure that young players are not subjected to exploitative conditions under the guise of legal transfers.

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ii. Adhere to FIFA's Ethical Standards:

Ensure you operate transparently in matters such as service fees.

Follow FIFA's rules on recruiting and transferring minors, which aim to prevent young players from being taken advantage of. For instance, international transfers are prohibited for players under 18 unless specific conditions are met. These include the player's parents moving to the country for non-footballing reasons, the transfer within the European Union or European Economic Area, and the player aged between 16 and 18.

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iii. Collaborate with Member Associations:

Work with local football associations and governing bodies to ensure that contracts and transfers are conducted fairly and in compliance with local laws. If an issue arises, report unethical behaviour or regulation breaches to the appropriate authorities to protect the integrity of the sport.

For instance, a 16-year-old player is offered a contract by a foreign club. As the football agent, you ensure compliance with FIFA's regulation on the transfer of minors by verifying the club's adherence to educational and welfare provisions. You also work closely with the national football association to meet all legal obligations, protecting the player from unethical recruitment.

Football agents are crucial in ensuring that all stakeholders - players, families, clubs, and regulatory bodies—work together smoothly and responsibly. Upholding these values not only protects players but also enhances the credibility and professionalism of the agent's role. This communication guide serves as a roadmap for football agents seeking to act in the best interests of all stakeholders while adhering to ethical and regulatory standards.

Crisis Communication Guidelines: Addressing Ethical Breaches

Football agents must manage the crisis swiftly and efficiently when ethical breaches occur - such as a misunderstanding about player contracts, financial irregularities, or unethical recruitment practices. A well-structured crisis communication approach ensures the situation is handled carefully while maintaining trust and accountability.

TRANSPARENT AND HONEST COMMUNICATION

In crises, transparency is vital to maintain trust. Football agents must acknowledge the issue, explain what went wrong, and provide details on how the situation will be addressed. Avoiding or concealing information can damage the football agent's credibility.

- **Why this matters:** Transparency shows accountability, which is critical in regaining trust after an ethical breach. Players, families, and clubs must know that the football agent takes the matter seriously and plans to rectify it.
- **How to achieve it:** Provide a factual, detailed account of what happened. If the breach was an honest mistake, clarify that and explain the corrective actions being taken.

URGENCY AND ACCOUNTABILITY

Crises require prompt action to avoid further escalation. Football agents must communicate with a sense of urgency while maintaining calm. At the same time, taking full accountability for the situation is crucial to reassure stakeholders that the football agent is responsible and proactive in finding a solution.

- **Why this matters:** By addressing the issue quickly and showing accountability, football agents can prevent damage to their reputations and demonstrate their commitment to ethical practices.
- **How to achieve it:** Clearly outline the timeline of actions and the next steps to resolve the issue.

SOLUTION-ORIENTED APPROACH

It's not enough to merely acknowledge the problem; football agents must present a clear plan for resolving the crisis and preventing future occurrences. Offering solutions demonstrates that the football agent is in control of the situation and is committed to making things right.

- **Why this matters:** Stakeholders want to know that the problem is being addressed and will not happen again. A solution-oriented approach builds confidence in the football agent's ability to manage crises effectively.
- **How to achieve it:** Provide a detailed action plan, specifying what steps will be taken immediately and in the long term to prevent similar issues.



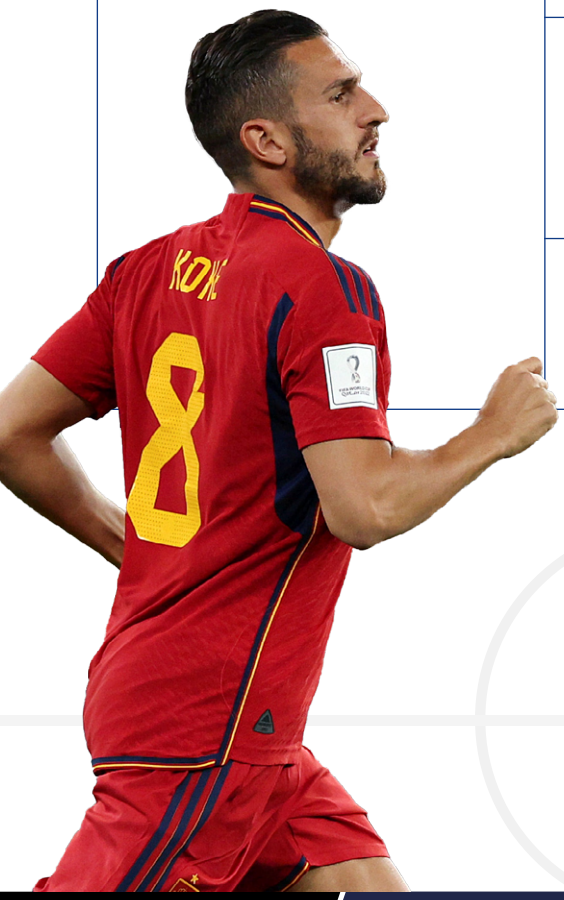
FIFA Football Agent Exam Study Materials – January 2026 edition

In a crisis, football agents must act swiftly, strategically, and thoughtfully to manage situations effectively while preserving their credibility and trust with stakeholders. Below are several common crisis scenarios agents may face and strategies for managing them:

SCENARIO	ACTION STEPS
Breach of Contract	**Immediate Response:** Promptly inform all relevant parties (player, club, legal representatives) of the breach, maintaining transparency and professionalism.
	Acknowledge Responsibility: Depending on the situation's sensitivity, publicly or privately acknowledge and commit to resolving the issue.
	Legal Recourse: If the issue escalates, utilise the Agents Chamber (when operational), national-level dispute resolution body or Court of Arbitration for Sport (CAS) as necessary. Ensure all parties are aware of legal processes.
	External Communication: If made public, control the narrative by issuing a well-crafted statement, focusing on the steps toward resolution and ensuring the player's or agency's reputation remains intact.

SCENARIO	ACTION STEPS
Conflict of Interest	**Early Disclosure:** To maintain transparency, immediately disclose the conflict of interest to all stakeholders (player, club).
	Offer Solutions: Present viable solutions, such as having another football agent represent the other party, to prevent potential biases or favouritism or request the prior written consent of the relevant parties.
	Recusal: If necessary, to protect integrity, recuse yourself from the decision-making process or recruitment, ensuring a neutral party can handle the matter.
	Internal Review: Conduct an internal review to assess the situation and improve policies that prevent future conflicts of interest.
	External Communication: If the conflict becomes public, issue a clear and honest statement emphasising the swift resolution and the proactive measures taken to avoid conflicts in the future.

SCENARIO	ACTION STEPS
Allegations of Exploitation Against Club	**Immediate Engagement:** Before making any external statements, the football agent should conduct an internal review to understand the full scope of the allegations.
	Communicate with the Player and Family: Before making any external statements, the football agent should conduct an internal review to understand the full scope of the allegations.
	Open Dialogue with the Club: Once the internal review is complete, the football agent should initiate a discussion with the club to address the allegations. Opening a channel for dialogue may reveal information that could help resolve the issue diplomatically.
	Engage Legal Counsel: Exploitation allegations can have significant legal implications, so it is critical to involve legal professionals early in the process.
	Engage Relevant Regulatory Bodies: If the club is in breach of ethical standards, it is crucial to involve football regulatory bodies to hold the club accountable.
	Protect the Player's Mental and Emotional Well-Being: The football agent should take proactive steps to protect the player's mental health, especially when the player is young and inexperienced.
	Explore Exit Strategies if Necessary: If the club refuses to cooperate or the allegations prove true, the football agent may need to explore alternative career options for the player, such as leaving the club. This is a last resort but may be necessary if the club cannot provide players with a safe and ethical environment to continue their careers.
	Long-Term Measures: In addition to resolving the immediate crisis, the football agent should implement long-term strategies to prevent similar situations from occurring in the future.



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In all scenarios, it's critical to:



Maintain confidentiality where necessary, but be transparent and proactive in addressing the crisis.



Have a designated spokesperson to ensure consistent messaging.



Monitor media and public sentiment to adjust communication strategies if needed swiftly.

MONITORING AND FEEDBACK PROCESSES & TOOLS

SCENARIO	ACTION STEPS
Feedback Mechanism	**Action** Collect regular feedback from key stakeholders—players, their families, and clubs—on the recruitment and representation process.
	Methods Agencies can gather insights using a combination of surveys (anonymous or personalised) and direct interviews. Individual agents can also conduct monthly/weekly check-ins (phone calls and/or chats) with the players or their families.
	Timing Schedule feedback at key stages, such as after recruitment, contract negotiation, or significant events (e.g., transfers, training camps).
	Focus Areas Assess the quality of communication, transparency, fairness, and overall satisfaction with the process.
	Action Plan Act on feedback promptly by addressing concerns and improving the agency's practices.

SCENARIO	ACTION STEPS
Monitoring Compliance	**Action** Implement a continuous review system to monitor agents' adherence to ethical standards and regulatory frameworks.
	Review Panels Establish an internal compliance committee to periodically review internal compliance, agents' behaviour, contracts, and client relations.
	Frequency Conduct compliance reviews on a quarterly or annual basis, with additional reviews following significant client events
	Audit Trails Maintain detailed documentation of recruitment and contract activities, allowing for comprehensive audits when necessary.
	Corrective Measures If compliance issues are found, apply corrective measures, including retraining or disciplinary actions, as needed.

SCENARIO	ACTION STEPS
Measuring Success	**Action** Use qualitative and quantitative metrics to assess the impact of the agency's communication and ethical practices.
	Engagement Metrics Track social media engagement (e.g., reach, interaction rates), participation in training programs, and event attendance to measure public perception.
	Case Studies Document case studies of successful, ethical recruitment and representation. Use these as benchmarks for future efforts.

FIFA Football Agent Exam Study Materials – January 2026 edition

COMMUNICATION CHANNELS

Football agents must adhere to all regulations and other national or international governing body standards. These rules protect all stakeholders, particularly players, from unethical practices. Football agents must operate within these frameworks to maintain integrity and fairness in football.

Government bodies, including ministries of sport and immigration authorities, regulate player movements across borders. Football agents must understand the legal requirements surrounding player transfers, including visa regulations, work permits, and the legality of contracts in different jurisdictions. Engaging with government agencies is particularly important in preventing trafficking, as illegal or undocumented transfers often occur in regions with weak regulatory frameworks.

Social Media Platforms

- **Action:** Utilize platforms like Instagram, Twitter, LinkedIn, and Facebook to share success stories and build trust with potential clients.
- **Content Strategy:** Regularly post player testimonials, case studies of successful negotiations, and behind-the-scenes glimpses of the recruitment process.
- **Engagement:** Use interactive features like Q&A sessions, live streams with agents or players, and polls to engage with followers and promote transparency.
- **Target Audience:** Tailor posts to attract players and their families, clubs, and other stakeholders interested in ethical sports management.

Agency Website

- **Action:** Ensure the website serves as an authoritative resource on ethical recruitment.
- **Ethics Statement:** Prominently display an ethics statement outlining the agency's commitment to fair and transparent recruitment.
- **FAQs and Guides:** Create an easily accessible section with FAQs and detailed guides for players, families, and football agents on the recruitment process, contract terms, and dispute resolution.
- **Success Stories:** To build credibility, showcase case studies of ethical recruitment and player development on the homepage or in a dedicated section.

Direct Communication (Emails/Phone Calls):

- **Action:** Use formal, direct communication channels for high-stakes discussions like contract negotiations, player updates, and addressing concerns.
- **Emails:** Send personalised emails with detailed updates, professional advice, and follow-ups on recruitment or contract matters.
- **Phone Calls:** For urgent or sensitive issues, use phone calls to ensure clarity and a more personal touch, offering immediate responses to concerns.
- **Documentation:** Ensure all important communication is well-documented to maintain transparency, confidentiality and professionalism.

Workshops/Webinars

- **Action:** Organise educational sessions to improve football agents' skills and knowledge and educate players and families on recruitment.
- **For Staff:** Provide training on FIFA regulations, compliance standards, and best practices in ethical recruitment.
- **For Players and Families:** Host webinars to help them understand contracts, rights, and how to navigate their football careers ethically and successfully. Feature industry experts, legal professionals, or veteran players to enhance credibility and provide diverse perspectives on ethics in football.

Conclusions

Building a sustainable and ethical environment within football recruitment is vital for the long-term well-being of young players, their families, and the broader football ecosystem. This responsibility primarily falls on football agents, who act as necessary participants and advocates for players. They must ensure that their conduct adheres to the highest ethical standards and fosters trust among all stakeholders.



Call to Action: Upholding Ethical Standards

Football agents must take an active role in creating a transparent, ethical football ecosystem. This responsibility transcends individual deals or transactions; it involves setting a standard of integrity that others in the industry will follow. To achieve this:

Football Agents as Ethical Stewards

Football agents must see themselves as negotiators or as stewards of the sport's ethical foundations. Every decision they make, from signing a player to negotiating transfers, reflects on them and the broader football community. Therefore, they must commit to transparency, fairness, and integrity in every interaction.

Football agents should educate players and families on their rights, responsibilities, and the potential risks of the recruitment process. By fostering an environment of informed decision-making, they empower players to take control of their careers.

Fostering Transparent Communication

Transparency is a cornerstone of trust. Football agents must ensure that all communications with players, families, and clubs are clear, honest, and straightforward. This includes simplifying complex contractual language, openly discussing the risks involved in any deal, and maintaining open communication channels throughout the recruitment process.

In contract negotiations, football agents should prioritise clarity and openness. This builds a solid foundation of trust between the football agent and the player and with clubs and regulatory bodies.

Continuous Compliance with FIFA Regulations

Football agents must stay updated with FIFA's evolving standards and ensure their practices are always compliant. This involves understanding the regulations and actively contributing to a culture that values ethical conduct over profit-driven shortcuts.

Football agents should hold themselves accountable for their actions and decisions. When mistakes occur, they must be transparent about the issue and take corrective measures immediately. This accountability strengthens their reputation and the trust others place in them.

In essence, ethical recruitment and transparent communication are not just about safeguarding young players but about building a sustainable future for football. Football agents have a unique and powerful role in shaping the sport's future by championing transparency, trust, and ethical behaviour. By committing to these values, football agents safeguard the interests of the players they represent, contribute to a more just and accountable football industry and ensure that their conduct is consistent with the core objectives of the football transfer system and of the FIFA Football Agent Regulations.

The call to action for football agents is clear: uphold ethical standards, foster trust, and ensure transparency in every aspect of recruitment. For parents, athletes, and clubs football football agents should encourage regular communication between parents, athletes, and clubs. This can be achieved through meetings, newsletters, and informational sessions informing all parties about developments and expectations. In dealing with regulatory bodies, football agents must maintain open lines of communication with government agencies and football federations to stay updated on regulations and best practices.

In conclusion, football agents must be transparent in their dealings with clubs and federations, ensuring that all parties understand the terms of contracts and transfers. This transparency is crucial in building trust and preventing misunderstandings that could lead to exploitation. By doing so, football agents can create an environment where players can thrive, clubs can operate with integrity, and the football ecosystem can grow sustainably for generations as per the relevant objectives of football transfer system.

FIFA®

Ethical Recruitment Guide

In collaboration with Mission 89 and the FIFA Football Agent Working Group



Please note that this guide presents the FIFA administration's views and guidelines concerning the interpretation and application of various provisions of the Football Agent Regulations and the FIFA Regulations on the Status and Transfer of Players. Please be mindful that the FIFA Tribunal or the relevant FIFA Judicial bodies (FIFA Disciplinary Committee, Ethics Committee or Appeals Committee) may take different views on those provisions and any decision from those bodies always remain reserved.

2. Chapter II: support materials

Support materials have been included together with the Study Materials with the objective of helping Candidates better understand the relevant FIFA regulations that form the basis of the Exam, and they are therefore not obligatory to study for the Exam. However, some support materials, such as FIFA circulars, may represent a very important tool for answering certain types of questions in the Exam.

The following support materials have been included in this section:

i) FIFA circulars

a. FIFA circular no. 1827: FIFA Football Agent Regulations (2022 edition)

b. FIFA circular no. 1867: Failure to respect settlement agreements – competence of the FIFA Disciplinary Committee

c. FIFA circular no. 1873: FIFA Football Agent Regulations: update on implementation

d. FIFA circular no. 1874: FIFA Football Agent Regulations: licensing updates and information on the Agents Chamber of the FIFA Football Tribunal

e. FIFA circular no. 1887: Amendments to the Regulations on the Status and Transfer of Players (RSTP) concerning provisions regarding female players and coaches, the extension of Annexe 7 and the international transfer process for football

f. FIFA circular no. 1889: Amendments to the FIFA Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress

g. FIFA circular no. 1891: FIFA Football Agent Regulations: Exam dates

h. FIFA circular no. 1892: Regulations on the Status and Transfer of Players – categorisation of clubs and registration periods

i. FIFA circular no. 1905: Amendments to the Regulations on the Status and Transfer of Players

j. FIFA circular no. 1917: Interim regulatory framework: amendments to the FIFA Regulations on the Status and Transfer of Players and the Procedural Rules Governing the Football Tribunal

k. FIFA circular no. 1918: Amendments to the FIFA Clearing House Regulations and the FIFA Regulations on the Status and Transfer of Players

l. FIFA circular no. 1919: Amendments to the FIFA Football Agent Regulations and implementation of an online exam

m. FIFA circular no. 1934: 2025 edition of the FIFA Disciplinary Code

n. FIFA circular no. 1936: Regulations on the Status and Transfer of Players – categorisation of clubs and registration periods

o. FIFA circular no. 1937: Amendments to the FIFA Clearing House Regulations

p. FIFA circular no. 1942: Amendment to article 68 of the FIFA Disciplinary Code

ii) Other

a. FIFA Football Agent Regulations – FAQs (March 2023 edition)

b. FIFA general secretariat decisions

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1827

Zurich, 6 January 2023

FIFA Football Agent Regulations (2022 edition)

Dear Sir or Madam,

We are pleased to inform you that the FIFA Council approved the FIFA Football Agent Regulations (hereinafter the "FFAR") at its meeting on 16 December 2022.

In Making Football Truly Global: The Vision 2020-2023, FIFA identifies "modernising the football regulatory framework" as the first of its core strategic goals. The regulation of the occupation of football agents within the context of the football transfer system is a core element of that strategic goal.

The objectives behind the FFAR are to ensure that football agents' conduct is consistent with the core objectives of the football transfer system, particularly the integrity of football as a whole, and to guarantee minimum professional and ethical standards for the occupation of football agent.

The FFAR were adopted following a comprehensive, genuine, and inclusive consultation process where over 300 proposals regarding the FFAR were considered and analysed over the last four years.

FIFA's consultation and reform process regarding the FFAR as a whole was and is publicly accompanied and supported by various institutions and bodies. FIFA's proposed football agent framework is in line with the European Parliament report on EU sports policy and the Council of Europe report on football governance, which have recently recognised and supported FIFA's efforts to modernise the current transfer system, and particularly the new FFAR.

Following the entry into force of the FFAR, which govern the occupation of football agents within the international transfer system and apply to all representation agreements with an international dimension, the FIFA Regulations on Working with Intermediaries are immediately repealed.

In summary, the FFAR provide FIFA, together with its member associations and stakeholders, with a balanced and reasonable legal instrument to protect the integrity of football and the proper functioning of the football transfer system.

Fédération Internationale de Football Association
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland T: +41 (0)43 222 7777 www.FIFA.com

You will find enclosed with this circular the following:

- FFAR (2022 edition)
- Enclosure 1: Explanatory notes on the FIFA Football Agent Regulations
- Enclosure 2: Information concerning the application of the FIFA Football Agent Regulations

Furthermore, informative videos and the relevant FAQ section are already available on legal.fifa.com.

Please do not hesitate to contact us at AgentsDepartment@fifa.org should you have any questions in this regard.

We thank you for your attention and for ensuring that you and your affiliated clubs and relevant stakeholders are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Fatma Samoura
Secretary General

Enclosures: as mentioned

Cc:
- FIFA Council
- Confederations
- ECA
- FIFPRO
- World Leagues Forum
- Agents' associations

FIFA

Enclosure 1

Explanatory notes on the FIFA Football Agent Regulations

Football agent, football agent services, representation agreements, representation/remuneration limitations, enforcement and disputes

January 2023

1. Introduction

This document aims to provide additional and relevant guidance to FIFA member associations and their stakeholders in relation to the main concepts in the new FIFA Football Agent Regulations (hereinafter the "FFAR"). Please consult the FFAR for the definitions of the terms used in this document.

2. What is a football agent?

A football agent is defined as a natural person licensed by FIFA to perform football agent services on behalf of a client with the purpose of concluding a transaction. Such a person may represent players, coaches, clubs, single-entity leagues and member associations (hereinafter "Clients").

A transaction is:

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; or

iv. the creation, termination or variation of an individual's terms of employment.

Only individuals licensed by FIFA as football agents are permitted to provide football agent services to Clients.

3. What are football agent services?

Football agent services are defined as 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.

4. How may a football agent perform football agent services for a Client?

A football agent may only perform football agent services for a Client after entering into a written "**representation agreement**" with that Client.

A representation agreement is "a written agreement [between a football agent and their Client] for the purpose of establishing a legal relationship to provide football agent services" (cf. Definitions in the FFAR) and must comply with the minimum requirements established in article 12 of the FFAR.

A representation agreement will only be valid if it is concluded in writing and if it contains the following minimum requirements:

i. The names of the parties

ii. The duration (if applicable)

iii. The amount of service fee due to the football agent

iv. The nature of the football agent services to be provided

v. The parties' signatures

FIFA will provide interested parties with a template of a recommended standard representation agreement.

5. Do the FFAR restrict the length of the representation agreement?

The period of validity of a representation agreement concluded between a player or a coach, as a Client, on one side, and a football agent, on the other, may not exceed two years. This term may be extended by a new representation agreement only. Any automatic renewal clause, or any other provision that purports to extend any term of the representation agreement beyond the maximum period, will be null and void.

In addition, a football agent may only execute one representation agreement with the same player or coach at any one time. Before entering into a representation agreement with a player or a coach, or before amending an existing representation agreement, the football agent must:

i. inform the player or coach in writing that they should consider taking independent legal advice in relation to the representation agreement; and

ii. obtain the player's or coach's written confirmation that they have either obtained or decided not to take such legal advice.

There is no maximum duration for representation agreements concluded between a club, member association or single-entity league as a Client, on one side, and a football agent, on the other. A football agent may enter into multiple representation agreements with such Clients at any one time, subject to those agreements relating to different transactions.

6. Who pays for the football agent services?

The client-pays model is introduced by the FFAR. This means that, as a general rule, a football agent will be paid directly by their Client(s) for providing football agent services to them.

However, a club, member association or single-entity league may agree with a player or coach to pay the agreed service fee to a football agent in accordance with the representation agreement, provided that the player's or coach's negotiated annual remuneration (excluding any conditional payments) is less than USD 200,000 (or equivalent) and where certain other conditions are met.

A football agent may 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 of the relevant football agent services being performed.

7. Are there any limitations on the football agent's service fee?

Since the main objective of the FFAR is to protect the integrity of football and the proper functioning of the transfer system, a maximum service fee (hereinafter the "**Service Fee Cap**") is being introduced.

In that regard, the following Service Fee Cap applies based on the nature of the Client (cf. art. 15 of the FFAR):

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	

8. How many Clients can a football agent represent in a single transaction?

One of the main objectives of the FFAR includes "limiting conflicts of interest to protect Clients from unethical conduct" (cf. art. 1 par. 2 c) of the FFAR). It is legitimate – and in fact necessary – for FIFA to limit conflicts of interest that give rise to integrity concerns, and indeed to prohibit unjustifiable conflicts of interest.

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 an engaging entity in the same transaction, i.e. dual representation (cf. art. 12 par. 8 of the FFAR).

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 explicitly agreed to it in advance and in writing. In this case, 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 of such transaction.

Other services are defined as "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" (cf. Definitions of the FFAR).

By way of illustration, 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).

9. Who has jurisdiction to resolve disputes between football agents and Clients?

As an important step in ensuring that any disputes concerning the football agent services are resolved fairly and equally for all participants in the transfer system, FIFA dispute resolution systems are being reintroduced under the FFAR for disputes arising out of, or in connection with, a representation agreement with an international dimension. In other words, FIFA will have jurisdiction to resolve disputes between football agents and Clients in relation to representation agreements with an international dimension.

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 than their previous employer or the move of a coach to another member association than 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 than their previous employer or the move of a coach to another member association than their previous employer).

The procedural costs for such disputes involving football agents and Clients will be free of charge before the Agents Chamber of the Football Tribunal.

Furthermore, please note that the Agents Chamber of the Football Tribunal will deal with any disputes as from 1 October 2023 and regarding representation agreements entered into by a football agent and Clients on or after the said date.

The decision-making body identified in the national football agent regulations of the relevant member association has jurisdiction to determine disputes arising out of, or in connection with, a representation agreement with no international dimension.

10. Who has competence to enforce further provisions of the FFAR?

In addition to the jurisdiction to resolve contractual disputes, FIFA will also have competence to enforce further provisions of the FFAR, regardless of the existence of a contractual dispute. This competence will notably concern the possible imposition of sanctions for behaviour in violation of the FFAR.

The competence to enforce such further provisions of the FFAR depends on the circumstances of each specific case and, in particular, on the nature of the conduct of the football agent and client. FIFA will generally have jurisdiction regarding:

i. any conduct connected to a representation agreement with an international dimension (cf. art. 2 par. 2); and

ii. any conduct connected to an international transfer or international transaction.

In other words, whereas the jurisdiction for contractual disputes generally depends on the existence of a representation agreement with an international dimension, the competence to enforce further provisions of the FFAR, notably to impose sanctions, is defined more broadly. It is triggered as soon as a specific case is connected to an international transfer or an international transaction.

On the other hand, the relevant member associations are responsible for enforcing their respective national football agent regulations and, as the case may be, imposing sanctions on any football agent or Client that violates such national football agent regulations.

This means that the relevant member association will have jurisdiction over:

i. any conduct connected to a representation agreement without an international dimension (cf. art. 2 par. 3); or

ii. any conduct connected to a national transfer or national transaction.

By way of illustration, if an agent acts in a purely national context, e.g. advises a player about signing their first employment contract with a club (not connected with an international transfer), this will fall within the remit of the respective national football agent regulations. Therefore, any breach of such regulations will fall within the competence of the concerned member association.

On the other hand, as soon as there is an international element (notably where a representation agreement has an international dimension and/or the conduct relates to an international transfer or international transaction), the FFAR will apply, and FIFA will have the competence to enforce the FFAR.

A table explaining which body has the competence to enforce the FFAR:

Conduct connected with	Competence
Representation agreement with an international dimension International transfers or an international move of a coach Ongoing licensing requirements (Eligibility requirements, FIFA's continuing professional development requirements, annual fee payment)	FIFA
Representation agreement without an international dimension National transfers First professional contract (not connected with an international transfer) Renegotiation of an employment contract in a purely domestic context	Member association

11. When will the FFAR enter into force?

The FFAR will enter into force as follows:

i. On 9 January 2023: articles 1 to 10 and articles 22 to 27, which generally relate to the processes for obtaining a licence

ii. On 1 October 2023: the remaining articles, which generally relate to acting as a football agent and the obligations of football agents and Clients.

This means that the provisions that regulate how to become a football agent, i.e. the licensing procedure, will enter into force on 9 January 2023, while the provisions regarding the activity of football agents will enter into force only on 1 October 2023. This is to allow sufficient time for interested individuals to become fully licensed as football agents in accordance with the FFAR.

As from 1 October 2023, any individual who provides football agent services to a Client must hold a licence issued by FIFA in accordance with the FFAR. This means that intermediaries in the context of the FIFA Regulations on Working with Intermediaries will not be able to perform football agent services for Clients as from 1 October 2023.

12. How will member associations introduce their own national football agent regulations?

Each member association must implement and enforce national football agent regulations by 30 September 2023 with the aim of regulating the activity of football agents at national level. These national football agent regulations will apply to all representation agreements that have no international dimension (cf. arts 2 and 3 of the FFAR).

FIFA will make the relevant templates for the national football agent regulations available on www.fifa.com/legal. These can be used by member associations and will provide assistance in resolving any outstanding questions. Most of the member associations have already assigned a contact person to the FIFA Agents Department to deal with the licensing and regulatory matters concerning the FFAR.

Following the approval of the national football agent legal framework by 30 September 2023, the member associations are instructed to provide a copy of their domestic regulations to FIFA in one of the official FIFA languages. Any amendment or change to the national football agent regulations must be reported to FIFA in the same manner within 30 days of their approval. Upon request, member associations must provide FIFA with a copy of their national football agent regulations for review.

13. What about existing representation agreements?

A representation agreement that is in force at the time the FFAR are approved will remain valid until its natural expiry and may not be extended.

Any new representation agreements or renewals of existing representation agreements concluded after the FFAR are approved must comply with the FFAR as from 1 October 2023. In other words, where necessary, contractual terms will have to be amended to be in compliance with the FFAR as per 1 October 2023, to avoid possible sanctions. For the avoidance of doubt, FIFA will not enforce any commission claim in excess of the applicable service fee cap (or any decision granting such a claim), if such claim has been triggered after 1 October 2023, even if it is based on a contract concluded between the approval of the FFAR and 30 September 2023 (inclusive).

In any event, any person who has entered into any such existing representation agreement must obtain a licence pursuant to the FFAR to continue providing football agent services as from 1 October 2023 (cf. art. 22 par. 3 of the FFAR). Otherwise, they may not provide football agent services after that date.

14. What is the Football Agent Working Group?

FIFA will establish a Football Agent Working Group composed of representatives of professional football stakeholders and agent organisations, which will act as a permanent consultative body in relation to any football agent-related matters.

FIFA

Enclosure 2

Information Concerning the Application of the FIFA Football Agent Regulations

Timeline, exams, licence, CPD and legacy agents

January 2023

1. Introduction

Following the approval of the FIFA Football Agent Regulations (hereinafter the "FFAR"), this document is intended to provide further information and clarification concerning the application of the FFAR. Please consult the FFAR for the definitions of the terms used in this document.

2. Timeline

The following timeline applies immediately, upon approval of the FFAR:

Item	Date
FFAR partially enters into force (articles 1 to 10 and 22 to 27)	9 January 2023
FIFA Agent Platform goes live	9 January 2023
Licensing application window opens for the first FIFA football agent exam	9 January 2023
Last date to apply for the first FIFA football agent exam	15 March 2023
First FIFA football agent exam	19 April 2023
Licensing application window opens for the second FIFA football agent exam	1 May 2023
Last date to apply for the second FIFA football agent exam	31 July 2023
Second FIFA football agent exam	20 September 2023
Deadline for Legacy Football Agents to submit a request for a FIFA football agent licence	30 September 2023
Deadline for member associations to introduce national football agent regulations	30 September 2023
Last day on which intermediaries (under the FIFA Regulations on Working with Intermediaries) may perform football agent services without a FIFA football agent licence	30 September 2023
Remaining articles of the FFAR come into force	1 October 2023
Obligation to use FIFA licensed agents enters into force	1 October 2023
Deadline to apply for the third FIFA football agent exam	1 January 2024 to 31 March 2024
Third Football Agent Exam	May 2024 (to be confirmed)
Deadline to apply for the fourth FIFA football agent exam	1 July 2024 to 30 September 2024
Fourth Football Agent Exam	November 2024 (to be confirmed)
Payments to football agents via the FIFA Clearing House	To be confirmed
FIFA football agent exams in 2025 and beyond	To be confirmed

3. How do you obtain a football agent licence?

To obtain a licence to act as a football agent, a natural person (hereinafter the "Candidate") must:

- submit a complete application via the FIFA Agent Platform (hereinafter the "Agent Platform") on agents.fifa.com;
- comply with the eligibility requirements (cf. art. 5 of the FFAR);
- successfully pass the football agent exam conducted by FIFA (cf. art. 6 of the FFAR); and
- pay an annual fee to FIFA (cf. art. 7 of the FFAR).

The failure of a Candidate to satisfy any of the eligibility requirements will result in:

- their being prohibited from sitting the FIFA football agent exam; and
- their licence application being denied.

The FIFA general secretariat is responsible for investigating compliance with the eligibility requirements. In that regard, any Candidate who receives a notice requesting information from the FIFA general secretariat must 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 Candidate but which they are 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, documents (or excerpts) must be provided in English, French or Spanish.

In addition, each member association must assist FIFA in investigating any potential non-compliance with the eligibility requirements established under article 5 of the FFAR, by providing all relevant information at its disposal or requested by FIFA.

- Notification of failure to satisfy the eligibility requirements will be made by the FIFA general secretariat. If no such notification is made, the Candidate may take the FIFA football agent exam.
- This notification will be considered a final decision by the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

4. When is it possible to apply for a licence to act as a football agent?

As from 9 January 2023, a natural person may apply for a licence to act as a football agent via the Agent Platform. However, the FIFA football agent exam will only be held periodically and applications to sit the exam will only be accepted during specific windows.

There will be two FIFA football agent exams in 2023. The following application deadlines will apply:

- from **9 January 2023** to **15 March 2023** for the first FIFA football agent exam **on the 19 April 2023**
- from **1 May 2023** to **31 July 2023** for second FIFA football agent exam **on 20 September 2023**

By way of example, if a natural person applies for a licence before or on 15 March 2023, they will be eligible to take the first FIFA football agent exam on 19 April 2023.

In 2024 and 2025, FIFA will hold two football agent exams each calendar year, in May and November. The following application deadlines will apply:

- **31 March** 2024/2025 for exam in May 2024/2025; and
- **30 September** 2024/2025 for exam in November 2024/2025.

As from 2026, FIFA will hold one football agent exam in May each year. Every year, the application deadline will be 31 March.

The exact dates of each exam will be made available on FIFA.com and the Agent Platform. The exam will be scheduled to take place on one day only.

5. What is the FIFA football agent exam?

The FIFA football agent exam will test Candidates' knowledge of the FIFA regulations that govern the football transfer system, as well as relevant case studies. The regulations are:

(i) FFAR;

(ii) FIFA Regulations on the Status and Transfer of Players;

(iii) FIFA Statutes;

(iv) FIFA Code of Ethics;

(v) FIFA Disciplinary Code; and

(vi) FIFA Guardians: Child Safeguarding Toolkit.

Please note that additional FIFA regulations may be included in the exam by the FIFA general secretariat. Please always make sure to check the newest version of the study materials available in the Platform.

There is no formal educational requirement to take the exam nor are there exemptions based on a Candidate's profession (e.g. for lawyers, accountants, former players or coaches). The only exemption from the exam will be given to:

(i) individuals formerly licensed as agents pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 edition), as detailed below; and

(ii) individuals licensed in accordance with the national licensing systems governed by domestic national law of the territory of each member association, provided that such exemptions are approved by FIFA following a request by the relevant member association on the Agent Platform.

The exam will be held online in English, French and Spanish for all Candidates and the same database of questions will be used regardless of the testing venue. Each Candidate will receive a unique set of automatically generated questions from the FIFA database.

The following conditions apply to each exam (cf. art. 6 of the FFAR):

- It will be invigilated by a member association.
- It will be taken at a member association-approved venue.
- Each Candidate must use their own personal computing device (e.g. laptop) and their own internet hotspot to complete the exam (no mobile phones allowed) in accordance with the Football Agent Exam Rules available on the Agent Platform.
- It will consist of 20 multiple-choice questions (single or several answers may be correct) with each correct answer worth 5% of the total mark.
- Each Candidate will take the exam individually. Candidates will be allowed to consult materials on the Agent Platform or their own materials (i.e. it will be an open book exam), but may not consult any other person (by any means) while taking the exam.
- It will last 60 minutes and the pass mark will be 75%.

A Candidate fails an exam if:

- they score a mark of 74% or lower;
- they fail to attend;
- the member association that invigilates the exam determines that the Candidate acted dishonestly when sitting it;
- they fail to prove their identity to the relevant member association;

- they fail to pay the fee to the relevant member association (if applicable); or
- they fail to bring a working, compatible personal computing device and/or internet hotspot to the exam.

If a Candidate fails an exam, they may retake it on the next available date. If they were deemed to have acted dishonestly when sitting the exam or scored a mark of 74% or lower, they may request within five days of the relevant notification written reasons for their failure or a review of their exam result, respectively.

FIFA reserves the right to introduce a proctoring system to add credibility to the scoring of each Candidate, should it see fit to do so.

For further information regarding the exam, Candidates should study and comply with the exam rules that will be made available on the Agent Platform. A pilot/demonstration of the exam will be made available on the Agent Platform.

6. How will member associations be involved in the exam?

The exam will be delivered online at the premises of all member associations (or member association-approved premises if necessary for logistical reasons) and each member association will have to comply with the minimum level of testing requirements and standards prescribed by FIFA to allow Candidates to take the exam.

FIFA will provide the relevant training to member association staff, but the organisation of all local logistical and administrative duties in relation to the exam will be carried out by each respective member association, including, but not limited to:

- providing an appropriate testing venue for the Candidates, subject to public health and safety limitations;
- updating the relevant logistical information for the exam on the Agent Platform;
- ensuring that the identity of each Candidate for the exam matches their application documentation;
- overseeing the testing venue to ensure a fair, honest and transparent testing procedure;
- reporting any identified issues or concerns in relation to the Candidates and the exam to FIFA via the Agent Platform; and

- (optional) providing a stable wireless internet connection to Candidates voiding Candidates' requirement to provide a personal hotspot and specifying that on the Agent Platform.

Please note that Candidates wishing to take the exam will be free to choose a testing venue from a number of locations worldwide.

7. How much does the FIFA licence fee cost and what does it cover?

The annual licence fee to be paid to FIFA is USD 600, due by 30 September each year, as stipulated on the Agent Platform. It is to be paid electronically via the Agent Platform.

It covers the full licence fee and ensures free access to the Agent Platform, FIFA's continuing professional development ("CPD") programme and the relevant dispute resolution procedures within the Agents Chamber of the Football Tribunal.

The member associations may not charge a football agent any registration fee, unless permitted to do so by national law.

8. What does it mean to have a licence issued by FIFA?

The licence issued by FIFA authorises a football agent to conduct football agent services anywhere in the world.

It is issued for an indefinite period, subject to ongoing licensing requirements (please see the next section) and is strictly personal and non-transferable.

9. What does a football agent need to maintain their licence?

In accordance with article 17 of the FFAR, football agents must:

- meet the eligibility requirements at all times (cf. art. 5 of the FFAR);
- pay the annual licence fee to FIFA within the deadline stipulated on the Agent Platform (article 7 of the FFAR);
- comply with the CPD requirements (cf. art. 9 of the FFAR); and
- comply with their reporting obligations (cf. art. 16 par. 2 and 4 of the FFAR).

If they fail to comply with these requirements, their licence will automatically be provisionally suspended.

10. What is FIFA's CPD programme?

In line with FIFA's commitment to ensure the quality of the services provided by football agents to their clients worldwide, FIFA has designed a Continuing Professional Development (CPD) programme. The aim of the programme is to provide football agents with an in-depth analysis of the main regulatory and institutional topics and a hands-on approach to key aspects of agency in football that will ensure that they have the necessary level of professional expertise for the football transfer market.

FIFA's CPD programme has several learning paths and courses on different topics relevant to football agents, which are all in digital format, accessible on a dedicated e-Learning platform via the Agent Platform, and included in the licence fee.

As set out in article 9 of the FFAR, to maintain their licence, a football agent must comply with the CPD requirements on an annual basis. In this regard, we would note the following:

- A football agent must earn a minimum of 20 credits per CPD calendar year (hereinafter the "CPD Requirements").
- A CPD calendar year runs from 1 October to 30 September each year.
- Football agents must comply with the CPD Requirements by 30 September of each year.
- Each course will be assigned a certain number of credits depending on its complexity, length and relevance.
- CPD credits are only awarded to the football agent if they complete the course and successfully pass an assessment at the end of each course (with a score of at least 80%).
- CPD credits will be awarded and re-awarded by FIFA every October.
- CPD credits earned in one calendar year may not be used in a different calendar year to meet the CPD Requirements.
- A football agent may revisit learning paths and courses that they have already taken, even if they have achieved the respective CPD Requirements of that calendar year.
- Every ten years, from the first CPD calendar year, the CPD Requirements will be reduced by 25% (e.g. in the 11th year as from the first CPD calendar year, the football agent must earn 15 credits, rather than 20).

- If a football agent fails to meet the CPD Requirements, their licence will automatically be provisionally suspended.

- If a football agent fails to comply with the CPD Requirements within 60 days of their licence being provisionally suspended, the licence will be automatically withdrawn.

11. What are the requirements to represent a minor?

Any approach to enter into, and/or any subsequent execution of any representation agreement with a minor or their legal guardian in relation to any football agent services will only be allowed six months before the minor reaches the age at which they may sign their first professional contract in accordance with the law applicable in the country or territory of the member association where the minor will be employed (cf. art. 13 par. 1 of the FFAR). A minor may only be approached after obtaining prior written consent from the minor's legal guardian.

Furthermore, a football agent that wishes to represent a minor or a club in a transaction involving a minor must first successfully complete the mandatory designated CPD course on minors (cf. art. 13 par. 2 of the FFAR) that will be made available via the Agent Platform. They must then pass an assessment at the end of the course to gain the relevant accreditation. Furthermore, they must comply with any requirement to represent a minor established by the applicable law in the country or territory of the member association where the minor will be employed.

After successfully completing the designated CPD course on minors, a football agent will gain accreditation to take part in transactions involving a minor for three years. Such accreditation can be renewed by retaking the designated CPD course.

Finally, a valid representation agreement needs to be co-signed by the minor's legal guardian as provided by the law of the territory or country of the member association where the minor will be employed.

12. What is the status of agents formerly licensed by FIFA or by a member association and what are the criteria governing the recognition of national licensing systems?

As set out in article 23 of the FFAR, an individual formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 edition) may be exempt from the FIFA football agent exam, subject to compliance with the relevant requirements established by the FFAR (hereinafter the "Legacy Football Agent"), in particular by submitting an application for a licence up to and including 30 September 2023.

The failure of a Legacy Football Agent to satisfy the relevant requirements will result in their licence application being denied.

The FIFA general secretariat is responsible for investigating compliance with those requirements. Any potential Legacy Football Agent that receives a notice requesting information from the FIFA general secretariat must 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 Legacy Football Agent but which they are 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) must be provided in English, French or Spanish.

Each member association must assist FIFA in investigating any potential non-compliance with the relevant requirements established under article 23 of the FFAR by providing all relevant information at its disposal or requested by FIFA.

Notification of a failure to satisfy the requirements will be considered a final decision by the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

If a Legacy Football Agent meets the relevant conditions, they will be issued a licence in accordance with article 8 of the FFAR. They will subsequently be subject to the ongoing licensing requirements set out in the FFAR (cf. art 17 of the FFAR), with the exception that they will be required to earn 40 credits per CPD calendar year for five years (hereinafter the "Legacy CPD Requirements") as from October. Once those five years have elapsed, they will be subjected to the CPD Requirements like any other football agent. All the remaining CPD conditions set out above will apply.

In addition, in countries or territories where national law for licensing sports agents exists for services equivalent or similar to football agent services, such licensing systems may be recognised by FIFA subject to the fulfilment of conditions established in article 24 of the FFAR. If that is the case, any person licensed to perform services equivalent to football agent services in those countries or territories may be exempt from the FIFA football agent exam and be issued a licence, subject to compliance with the relevant requirements established by the FFAR ("National Law Football Agent"). They will also subsequently be subject to the Legacy CPD Requirements for five years as from October of that calendar year. Once those five years have elapsed, they will be subjected to the CPD Requirements like any other football agent. All the remaining CPD conditions set out above will apply.

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1867

Zurich, 7 December 2023

Failure to respect settlement agreements – competence of the FIFA Disciplinary Committee

Dear Sir or Madam,

On 16 December 2022, the FIFA Council adopted the 2023 edition of the FIFA Disciplinary Code (**FDC** – cf. FIFA circular no. 1833).

In this respect, and in line with FIFA's commitment to achieving (financial) justice, a number of important changes were made to article 21 of the FDC (formerly art. 15, 2019 edition).

Amongst others, one such amendment was the inclusion of article 21 paragraph 9 of the FDC in order to grant the FIFA Disciplinary Committee the competence to enforce private settlement agreements concluded in the context of disciplinary proceedings opened against a debtor with respect to a final and binding decision issued by FIFA or the Court of Arbitration for Sport (**CAS**)[1].

In this context, in light of the number of settlement agreements concluded by parties in connection with financial decisions and the related volume of requests received by the FIFA administration, the purpose of this circular is to clarify the scope and/or the application of this provision.

a. Settlement agreements concluded in the context of disciplinary proceedings opened against a debtor

Prior to the entry into force of the 2023 edition of the FDC, the conclusion of a settlement agreement would lead to the termination of (or prevent the initiation of) disciplinary proceedings. Indeed, in accordance with FIFA circular no. 1628, non-compliance with the

[1] Art. 21 par. 9 FDC: "The Disciplinary Committee shall be competent to decide on cases related to the failure to respect settlement agreements concluded in the context of disciplinary proceedings opened against a debtor with respect to a final and binding financial decision issued by a body, a committee, a subsidiary or an instance of FIFA or by CAS."

agreement had to be resolved by the Football Tribunal or the relevant competent body as chosen by the parties.

As such, with a view to avoiding this need for parties to initiate a new procedure before the Football Tribunal or the relevant competent body to enforce such a settlement agreement, the FDC was amended in order to provide the Disciplinary Committee with the competence to enforce such agreements, this being provided that the applicable settlement concluded was directly linked to a final and binding financial decision issued by FIFA or CAS.

More specifically, if, following the opening/initiation of disciplinary proceedings in relation to (non-compliance with) a financial decision passed by FIFA (the Football Tribunal) or CAS, the parties decide to settle their dispute by means of a private settlement agreement, the Disciplinary Committee is now, pursuant to article 21 paragraph 9 of the FDC, competent to enforce such an agreement without the need for a new complaint to be lodged before the Football Tribunal (or the relevant competent body as chosen by the parties).

For the sake of good order, we would like to clarify that this procedure shall exclusively apply to those agreements concluded following the entry into force of the 2023 edition of the FDC, i.e. as from 1 February 2023.

b. Settlement agreements concluded after a financial decision passed by a body, a committee, a subsidiary or an instance of FIFA or by CAS

Based on its wording, the scope of article 21 paragraph 9 of the FDC should, in principle, be limited to those agreements concluded "in the context of disciplinary proceedings opened against a debtor with respect to a final and binding financial decision issued by a body, a committee, a subsidiary or an instance of FIFA or by CAS".

Notwithstanding the foregoing and taking into account the rationale behind the implementation of such provision as explained *supra.*, it is considered that the competence granted to the Disciplinary Committee under article 21 paragraph 9 of the FDC shall also cover agreements concluded after any decision passed by a body, a committee, a subsidiary or an instance of FIFA or by CAS.

In other words, following the notification of such decision rendered by FIFA or CAS, if the relevant parties then conclude a private settlement agreement in order to settle their dispute, the Disciplinary Committee shall also be competent to enforce such agreement in accordance with article 21 paragraph 9 of the FDC, without the need for a new complaint to be lodged before the Football Tribunal (or the relevant competent body as chosen by the parties).

Similarly, the above shall exclusively apply to those agreements concluded following the entry into force of the 2023 edition of the FDC, i.e. as from 1 February 2023.

c. Other settlement agreements

Finally, and for the sake of good order, we would like to clarify that any settlement agreement concluded outside of the framework(s) stipulated above, i.e. any settlement falling outside of the remits of sections a. or b. *supra*, will remain subject to the provisions of FIFA circular no. 1628.

Consequently, any claim arising from a breach of these types of agreements shall still be lodged before the Football Tribunal or before the relevant competent bodies at national or international level, as mutually agreed by the parties.

Should you have any questions, please contact Julien Deux, Head of Judicial Bodies (Adjudicatory) at legal@fifa.org.

We thank you for your kind attention to the above and for ensuring that your affiliated clubs are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General ad interim

cc:
- FIFA Council
- Confederations
- FIFA judicial bodies
- FIFA Football Tribunal
- ECA
- FIFPRO
- World Leagues Forum

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1873

Zurich, 30 December 2023

FIFA Football Agent Regulations: update on implementation

Dear Sir or Madam,

On 16 December 2022 the FIFA Council approved the FIFA Football Agent Regulations (hereinafter the "FFAR"), which provide with a balanced and reasonable legal instrument to protect the integrity of football and the proper functioning of the football transfer system.

Subsequently, FIFA was subject to a coordinated litigation strategy, which involved agents and agents' associations filing lawsuits against FIFA across Europe to challenge the legality of the FFAR and to delay their entry into force.

FIFA has so far prevailed in the vast majority of those disputes. Specifically, the Court of Arbitration for Sport (CAS), the court of supreme instance for sports-related disputes recognised under the FIFA Statutes, has confirmed the legality and proportionality of the FFAR. Courts and/or competition authorities in various countries have rejected several requests from agents to annul the FFAR, declare them invalid, or to delay their entry into force. Moreover, a procedure concerning the validity of the FFAR, in which different institutions have supported the FFAR, is pending before the European Court of Justice.

District Court of Dortmund (Landgericht Dortmund) case 8 O 1/23

On 24 May 2023, a preliminary injunction (the "Injunction") against certain aspects of the FFAR rules was by the District Court of Dortmund in Germany in the procedure LG Dortmund, 8 O 1/23 (Kart).

The Injunction requests FIFA to suspend the application and enforcement of the certain provisions of the FFAR:

- The service fee cap (article 15 paragraphs 1-4)
- The rules concerning service fee payments (article 14 paragraphs 6, 8 and 11)
- The client pays rule (article 14 paragraphs 2 and 10)
- The rules regarding the timing of service fee payments (article 14 paragraphs 7 and 12)
- The prohibition of double representation (article 12 paragraphs 8-10)
- The reporting obligations (article 16 paragraphs 2 h), j), k) and 4)
- The rules regarding disclosure and publication (article 19)

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- The submission rule (article 4 paragraph 2; article 16 paragraph 2 b); article 3 paragraphs 2 c) and d); article 20; and article 21)
- The rule that service fee payments must be made via the FIFA Clearing House (article 14 paragraph 13)

This Injunction is inconsistent with previous judicial decisions in other European countries, the CAS award as well as previous decisions in Germany, including from appeals courts. FIFA has therefore initiated appeal proceedings against the Injunction and an appeal decision is expected in the first semester of 2024.

In order to comply with the Injunction, FIFA will suspend the implementation of the FFAR for any transfer which has a link to the European Union. Implementing the Injunction only for transfers linked to the European Union would create a situation of unequal legal standards within the international transfer system, in particular between Europe and the rest of the world. As the world governing body of football and a prudent and responsible regulator, FIFA has a duty to prevent such uncertainty and inequality and protect competitive balance at a worldwide level.

In light of the foregoing, on 30 December 2023 the Bureau of the Council approved **the worldwide temporary suspension of the FFAR rules affected by the above-mentioned German court decision, until the European Court of Justice renders a final decision in the pending procedures concerning the FFAR,**

In this light, we recommend all the member associations to temporarily suspend the equivalent provisions from their national football agent regulations, unless they conflict with mandatory provisions of the law applicable in their territory.

FIFA remains convinced that the FFAR are a necessary, proportionate and fully legal regulatory step to address systemic failures within the international transfer system. Not only all football stakeholders, but also all European political authorities have confirmed the importance of such a regulatory framework.

We thank you for your attention and for ensuring that your affiliated clubs and relevant stakeholders are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General ad interim

cc: - FIFA Council
- Confederations
- Football Agent Working Group

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1874

Zurich, 10 January 2024

FIFA Football Agent Regulations: licensing updates and information on the Agents Chamber of the FIFA Football Tribunal

Dear Sir or Madam,

Firstly, we would like to thank you for all your efforts and hard work on the implementation of the FIFA Football Agent Regulations (**FFAR**), including the organisation of the first two editions of the FIFA Football Agent exam during the past year 2023 (hereinafter the "**Exam**").

With these efforts, the transition phase towards the full implementation of the FFAR has been successfully completed, with more than 5,000 Football Agent licences having been granted worldwide, national football agent regulations being approved by member associations and the members of the Agents Chamber of the FIFA Football Tribunal appointed.

We wish to provide you hereinafter with some licensing updates and information on the Agents Chamber.

1. Licensing of Football Agents

In accordance with Enclosure 2 to circular no. 1827, we are providing you with additional information on the licensing of Football Agents for the year 2024.

We kindly remind you that only individuals that have been granted a Football Agent licence by FIFA pursuant to the FFAR can provide Football Agent Services, as defined in the FFAR and the applicable national football agent regulations.

Any breaches of the FFAR, including evidence of non-licensed activity of individuals or companies, can be reported on the FIFA Reporting Portal.

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Exam licensing path (art. 4 of the FFAR)

We kindly inform you of the dates have been set for the next exam, due to take place in 2024.

FIFA Football Agent exam	
Application period	9 January to 31 March 2024
Exam date	22 May 2024

We kindly remind you that all applications are to be submitted on the FIFA Agent Platform (hereinafter the "**Platform**") by interested candidates and will be regularly reviewed by member associations through their user accounts registered on the Platform. For the avoidance of any doubt, all deadlines for the submission of applications on the Platform correspond to Central European Time (CET).

After reviewing feedback received from the members of the FIFA Football Agent Working Group ("**FAWG**") and from candidates, the FIFA administration hereby kindly reminds all member associations that exam fees charged by member associations to candidates for organising the Exam should be exclusively used to cover the costs of organising and holding the exam. In that regard, the FIFA administration recommends that member associations ensure that the exam fee does not exceed the amount of USD 600 (or equivalent).

Furthermore, the applicable exam rules and study materials will be published on the Platform and the FIFA website in January 2024.

Reduction of licence fee for continuous licence holders

Following consultations with the members of the FAWG, as from 1 October 2024, the licence fee paid to FIFA for all Football Agent licence renewals will be reduced to USD 300 for each subsequent licensing period. Those individuals that obtain their Football Agent licence for the first time will pay the full amount of USD 600 for the first licensing period, with subsequent yearly payments being reduced to USD 300.

By way of example, if a candidate passes the exam in May 2024, they need to pay the annual fee of USD 600 within 90 days. Then, before 1 October, that same Football Agent will pay USD 300 for each consecutive licence year.

2. FIFA Football Tribunal: Agents Chamber

Following the creation of the Agents Chamber of the FIFA Football Tribunal, FIFA informs that the current list of judges representing different stakeholders, including the recent appointment of the Chairperson and Deputy chairperson, can be found on legal.fifa.com.

Please do not hesitate to contact Luís Villas-Boas Pires (head of agents) at AgentsDepartment@fifa.org should you have any questions in this regard.

We thank you for your attention and for ensuring that your affiliated clubs and relevant stakeholders are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General ad interim

Enclosures: as mentioned

cc:
- FIFA Council
- Confederations
- Football Agent Working Group

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1887

Zurich, 31 May 2024

Amendments to the Regulations on the Status and Transfer of Players (RSTP) concerning provisions regarding female players and coaches, the extension of Annexe 7 and the international transfer process for football

Dear Sir or Madam,

We are pleased to inform you of several amendments to the Regulations on the Status and Transfer of Players (**RSTP**), which were approved by the FIFA Council at its meeting on 15 May 2024. The following paragraphs briefly set out the amendments concerning:

(a) provisions regarding female players and coaches;
(b) the extension of Annexe 7 to the RSTP to continue addressing the exceptional situation deriving from the war in Ukraine; and
(c) the international transfer process for football – Annexe 3 to the RSTP.

(a) Provisions regarding female players and coaches

Based on the FIFA Council's mandate of 14 March 2023 to explore possible further regulatory steps to protect the well-being of female players, the FIFA administration undertook a detailed assessment of the current labour conditions regarding pregnancy and maternity for female professional players with the aim of exploring objective additional regulatory measures.

The amendments and additions to the RSTP in respect of provisions regarding female players and coaches relate to the implementation of the mandated areas and are aimed at ensuring clarity within the current regulatory framework. Furthermore, an equal protection regarding pregnancy and maternity (where appropriate) has been expanded to female coaches. A further objective is the appropriate implementation of these provisions at national level.

In particular, the amendments concern the definitions of the terms "maternity leave", "adoption leave", "family leave", as well as article 1 paragraph 3 a); article 6 paragraph 3 c) and d);

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article 18 paragraph 7; article 18quater paragraphs 1, 2, 3, 4, 5 and 6; article 18quinquies (new); article 1bis paragraph 11 of Annexe 1 (new); article 1 paragraph 5 of Annexe 2, article 1 paragraph 5 of Annexe 6. These latest amendments focus on:

- reflecting the reality of female football and promoting inclusivity by extending the rights and protection to adoptive parents as well as non-biological mothers;
- recognising the physical, psychological and social dimensions in the event of an inability to provide employment services due to severe menstruation or medical complications relating to pregnancy by providing for related rights; and
- encouraging associations to facilitate attachment and emotional balance for female players with their families while on international duty with their national teams.

(b) Extension of Annexe 7 to the RSTP to continue addressing the exceptional situation deriving from the war in Ukraine

As a consequence of the war in Ukraine, on 7 and 16 March 2022, the Bureau of the Council decided to temporarily amend the RSTP to provide urgent legal certainty and clarity on a number of important regulatory matters.

The decisions of the Bureau of the Council, communicated via circular nos. 1787 and 1788, set out the regulatory principles in the form of a temporary annexe to the RSTP (Annexe 7) entitled: *Temporary rules addressing the exceptional situation deriving from the war in Ukraine*.

Subsequently, on 20 June 2022, the Bureau of the Council decided to extend the temporary amendments to Annexe 7 to the RSTP until 30 June 2023, with minor modifications. The decision was communicated via circular no. 1800, dated 22 June 2022.

On 21 May 2023, the Bureau of the Council approved further temporary amendments to extend and adapt Annexe 7 to the RSTP until 30 June 2024 with the objective being to continue assisting players, coaches and clubs impacted by the war in Ukraine, while at the same time aiming to strike a reasonable balance between all interests at stake and avoiding abuse. These amendments have been communicated via circular no. 1849.

The ongoing situation with the war in Ukraine has resulted in the need to further clarify the application of Annexe 7 to the RSTP, in particular its application beyond 30 June 2024.

The related amendments to Annexe 7 to the RSTP concern the following provisions: article 1 paragraph 2 a) and b); article 2 paragraphs 1 and 2; article 7 paragraph 1. These latest amendments focus on:

- a further temporary extension of the right of foreign players and coaches who have left the territory of Ukraine and Russia due to the conflict, and who might not wish to currently return in view of the situation, to unilaterally suspend their contracts with clubs affiliated to the Ukrainian Association of Football and the Football Union of Russia until 30 June 2025;

- maintaining the limitations on the scope of application of Annexe 7 to the RSTP that were introduced in May 2023 in order to prevent abuses and to ensure that players and coaches exercise their right to suspend their employment contracts in a clear and timely manner; and

- partially reintroducing the obligation to pay training compensation.

(c) The international transfer process for football – Annexe 3 to the RSTP

Annexe 3 to the RSTP establishes the general principles governing the use of the FIFA Transfer Matching System (TMS), the process for international transfers of players in the system and the enforcement of the relevant rules. It also sets the obligations of member associations, clubs and their users when using the system.

In this context, a minor technical amendment to the RSTP has been approved by the FIFA Council in order to reflect the obligation of clubs to also declare in TMS any amendments to previously agreed club-to-club payment terms in the context of an international transfer.

The amendment related to Annexe 3 to the RSTP concerns the following provision: article 12 paragraph 1 of Annexe 3.

Entry into force of the amendments to the RSTP

All the aforementioned amendments will come into force **on 1 June 2024**, with the exception of the amendment regarding Annexe 3 to the RSTP, which will come into force on 1 July 2024.

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The revised edition of the RSTP, as well as explanatory notes concerning the new provisions regarding female players and coaches and an updated explanatory note on Annexe 7 to the RSTP are available on legal.fifa.com.

Please do not hesitate to contact Jan Kleiner, Director of Football Regulatory at legal@fifa.org if you have any questions in this regard.

We thank you for taking note of the above and for informing your affiliated clubs accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General

cc: - FIFA Council
- Confederations
- European Club Association
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TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1889

Zurich, 7 June 2024

Amendments to the FIFA Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress

Dear Sir or Madam,

The 74th FIFA Congress held in Bangkok on 17 May 2024 approved amendments to the FIFA Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress as proposed and shared with the member associations per circular no. 1882.

Those amendments align with FIFA's overall strategic objectives, ensure that FIFA's overall regulatory framework remains relevant and adapted to the changing circumstances within the global game and generally aim to protect the best of interests of football for the future.

These amendments are set out in the enclosed version of the FIFA Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress (May 2024 edition).

Entry into force

The new version of the FIFA Statutes will enter into force on 16 July 2024 (60 days after their approval at the 74th FIFA Congress), and will be available on legal.fifa.com and in the 2024 edition of the FIFA Legal Handbook.

We thank you for taking note of the above and please do not hesitate to contact Héctor Navarro Real, Head of Regulatory Governance and Compliance, at legal@fifa.org if you have any questions in this regard.

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Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General

Encl.: FIFA Statutes, Regulations Governing the Application of the Statutes and Standing Orders of the Congress (May 2024 edition)

cc:
- FIFA Council
- Confederations
- ECA
- FIFPRO
- World Leagues Association

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1891

Zurich, 3 July 2024

FIFA Football Agent Regulations: Exam dates

Dear Sir or Madam,

On 16 December 2022 the FIFA Council approved the FIFA Football Agent Regulations (FFAR) along with a series of actions aimed at establishing a fairer and more transparent football transfer system, including the introduction of the mandatory licensing system. Since then, FIFA has issued 7,440 Football Agent licences worldwide, endorsing the commitment and principles contained in the FFAR.

Only individuals who have been granted a Football Agent licence by FIFA can provide Football Agent Services, as defined in the FFAR and the corresponding national football agent regulations.

Any breaches of the FFAR, including any evidence of non-licensed activity undertaken by individuals or companies, can be reported via the FIFA Reporting Portal.

In light of the above, we hereby provide you with the following information regarding the upcoming exam sittings in 2024 and 2025.

Exam licensing path (art. 4 FFAR)

Following discussions among the members of the FIFA Football Agent Working Group in June 2024, FIFA decided to reduce the period during which applications can be submitted (application period) to 45 days and to hold one exam per year as from 2025.

As a result, please see below the relevant information regarding the next two exams:

Fourth FIFA Football Agent Exam	
Application period	19 August 2024 to 4 October 2024
Exam date	20 November 2024

Fifth FIFA Football Agent Exam	
Application period	13 January 2025 to 28 February 2025
Exam date	21 May 2025

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We kindly remind you that all applications are to be submitted via the FIFA Agent Platform and will be regularly reviewed by member associations through their user accounts.

The FIFA administration hereby kindly reminds all member associations that the exam fees charged to candidates should be used exclusively to cover the costs of organising and holding the exam. In that regard, the FIFA administration recommends that the exam fee not exceed USD 600 or equivalent.

Moreover, the applicable exam rules and study materials will be published on the platform and the FIFA website in August 2024 and January 2025, respectively, for each of the next two exam sittings.

Licence fee for continuous licence holders and compliance with continuing professional development requirements

After obtaining their Football Agent licence for the first time, individuals pay USD 600 for their first licensing period followed by subsequent annual payments of USD 300.

By way of example, if a candidate passes the exam in November 2024, they will need to pay the fee of USD 600 within 90 days. Then, for each new licensing period starting every 1 October, they must pay an annual fee of USD 300.

Finally, it is worth noting that continuing professional development (CPD) requirements apply as from 1 October after individuals receive their Football Agent licence. This means that if an individual receives their licence in May 2024, their CPD requirements will apply from 1 October 2024 onwards.

Please do not hesitate to contact FIFA Head of Agents, Luis Villas-Boas Pires, at AgentsDepartment@fifa.org should you have any questions.

We thank you for your attention and for ensuring that you and your affiliated clubs and relevant stakeholders are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General

cc:
- FIFA Council
- Confederations
- Football Agent Working Group

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1892

Zurich, 3 July 2024

Regulations on the Status and Transfer of Players – categorisation of clubs and registration periods

Dear Sir or Madam,

We kindly refer you to the Regulations on the Status and Transfer of Players (**RSTP**), and in particular to the articles that address training compensation, classifying clubs into categories and registration periods.

The use of the Transfer Matching System (**TMS**) is mandatory for all member associations. The registration periods and categorisation of affiliated clubs established by your member association must be recorded in TMS. Additionally, member associations must ensure that they maintain accurate data of their affiliated clubs (including club categorisation) in their national registration system (**NRS**).

1. Training compensation: categorisation of clubs

Each affiliated club that exists in TMS must be classified by the relevant member association into different categories in TMS **by 25 July 2024**, based on the club's financial investment in training players (cf. art. 4 par. 1 of Annexe 4 to the RSTP).

Furthermore, it is important that each member association maintain accurate data (both current and historical), including information related to the categorisation of all its affiliated clubs, in its respective NRS. In view of the requirements related to the FIFA Clearing House and the creation of the electronic player passport, each member association is required to send registration details (via the FIFA Connect Interface) covering the entire period for which the player was registered with the member association. These registration details must include the categorisation of the affiliated club(s) for which the player played.

Each member association must therefore also ensure that every affiliated club's training categorisation is accurately reflected in its NRS **by 25 July 2024**.

The category specified must **be valid for the entirety of the relevant season**. Member associations are not permitted to amend the category of a club during a season.

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The enclosed tables show the categories available to each member association to classify its affiliated clubs, and the applicable training costs (cf. art. 4 par. 2 of Annexe 4 to the RSTP).

If a member association does not categorise its affiliated clubs by the established deadline, it may be subject to compliance proceedings. We refer you to the administrative sanction procedure (**ASP**) under article 17 of Annexe 3 to the RSTP.

Please note that FIFA reserves the right to adjust a club's category to the nearest one available if the assigned category for a given club is not in line with the categories established by the club's member association.

2. Setting season dates, competition and registration periods

Professional competitions

Each member association must set the two **registration periods** for the next calendar year (i.e. 1 January 2025 to 31 December 2025), in accordance with article 6 paragraphs 1 and 2 of the RSTP, in TMS **by 25 July 2024**.

In the event that a member association's current season finishes after that date, it must set the two registration periods immediately after the last day of the current season.

Member associations may set different registration periods for their competitions for male and female players (cf. FIFA circular no. 1601 of 31 October 2017).

Pursuant to article 6 paragraph 2 of the RSTP, in conjunction with Annexe 3, the data related to dates of competition periods, seasons and registration periods must be communicated to FIFA via TMS **at least 12 months before they come into force**.

Regarding the timing of the relevant dates, please note the following:

- A season must be a **consecutive 12-month period** during which a member association's official competitions occur.
- A competition period starts with the first official match of the national league championship or national cup competition and ends with the last official match played within those competitions.
- The first registration period may begin as early as the first day after the day on which the competition period of the previous season ended. Member associations are reminded that they may determine this first registration period to be of a minimum of **eight weeks**, but it can be extended to up to **12 weeks**.
- The second registration period will normally occur in the middle of the season. Member associations are reminded that this second registration period must last a minimum of **four weeks**, but it can be extended to up to **eight weeks**.

- In any event, the cumulative total of both registration periods may not exceed **16 weeks**.

- When fixing registration periods, each member association must pay particular attention to their end date. If the end date of a registration period is a holiday or non-business day in the country or territory of the member association's domicile, it will not be possible to extend it to the next business day if this would result in the member association exceeding the relevant maximum duration.

- If a member association does not set the registration periods for competitions played by a particular gender, the registration periods established for the other gender will not automatically apply; **the member association will not be able to register players where no registration period has been defined**.

If a member association does not set its registration periods in TMS by 25 July 2024, FIFA may set the dates itself (cf. art. 6 par. 2 of the RSTP). Failure to set registration periods may also result in an ASP.

Member associations are furthermore reminded that they may modify the dates of a registration period that has already been entered in TMS up until it commences. Such a modification must be notified to FIFA. Once a registration period has commenced, its dates may not be modified.

It is the sole responsibility of each member association to ensure that accurate dates are properly entered in TMS. Only the dates included in TMS will be recognised by FIFA, irrespective of any communication made outside the system.

Amateur competitions

Each member association must set the **registration periods** for the next calendar year (i.e. 1 January 2025 to 31 December 2025), in accordance with article 6 paragraph 8 of the RSTP, in TMS **by 25 July 2024**.

Please note the following:

- The provisions related to the maximum duration of registration periods do not apply to purely amateur competitions. Therefore, member associations may decide to set a single registration period covering the entire season for purely amateur competitions.

- If a member association fails to set registration periods for competitions in which only amateur players participate, it will not be possible to register players for clubs participating in those competitions. The registration periods for professional competitions do not apply to competitions in which only amateur players participate.

We thank you for taking note of the above and for your valuable collaboration. Please do not hesitate to contact Laura Corica, Team Lead Education, Support & Communication, at TMShelpdesk@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General

Encl. Training costs and categorisation of clubs for the year 2024

cc:
- FIFA Council
- Confederations
- Football Tribunal
- European Club Association
- FIFPRO
- World Leagues Association

Training costs and categorisation of clubs for the year 2024

The training costs listed below are established on a confederation basis for each club category. In accordance with article 4 of Annexe 4 to the Regulations on the Status and Transfer of Players, these training costs are updated at the end of every calendar year.

Confederation	Category I	Category II	Category III	Category IV
AFC		USD 40,000	USD 10,000	USD 2,000
CAF		USD 30,000	USD 10,000	USD 2,000
Concacaf		USD 40,000	USD 10,000	USD 2,000
CONMEBOL	USD 50,000	USD 30,000	USD 10,000	USD 2,000
OFC		USD 30,000	USD 10,000	USD 2,000
UEFA	EUR 90,000	EUR 60,000	EUR 30,000	EUR 10,000

Please find below a table for each confederation, setting out the categories in which each association is asked to classify its clubs.

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Table 1 – AFC

Table 2 – CAF

Table 3 – Concacaf

Table 4 – CONMEBOL

Table 5 – OFC

Table 6 – UEFA

TABLE 1 – AFC

Member association	Category I	Category II	Category III	Category IV
Afghanistan				X
Australia		X	X	X
Bahrain				X
Bangladesh				X
Bhutan				X
Brunei Darussalam				X
Cambodia				X
China PR			X	X
Chinese Taipei				X
Guam				X
Hong Kong, China				X
India				X
Indonesia				X
IR Iran		X	X	X
Iraq			X	X
Japan		X	X	X
Jordan				X
Korea DPR				X
Korea Republic		X	X	X
Kuwait			X	X
Kyrgyz Republic				X
Laos				X
Lebanon			X	X
Macau				X
Malaysia			X	X
Maldives				X
Mongolia				X
Myanmar				X
Nepal				X

Member association	Category I	Category II	Category III	Category IV
Oman				X
Pakistan				X
Palestine				X
Philippines				X
Qatar			X	X
Saudi Arabia			X	X
Singapore			X	X
Sri Lanka				X
Syria				X
Tajikistan				X
Thailand				X
Timor-Leste				X
Turkmenistan				X
United Arab Emirates			X	X
Uzbekistan				X
Vietnam				X
Yemen				X

TABLE 2 – CAF

Member association	Category I	Category II	Category III	Category IV
Algeria		X	X	X
Angola				X
Benin				X
Botswana				X
Burkina Faso				X
Burundi			X	X
Cabo Verde				X
Cameroon		X	X	X
Central African Republic				X
Chad				X
Comoros				X
Congo				X
Congo DR				X
Côte d'Ivoire		X	X	X
Djibouti				X
Egypt		X	X	X
Equatorial Guinea				X
Eritrea				X
Eswatini				X
Ethiopia				X
Gabon				X
The Gambia			X	X
Ghana		X	X	X
Guinea				X
Guinea-Bissau				X
Kenya				X
Lesotho				X
Liberia				X
Libya			X	X
Madagascar				X
Malawi				X

Member association	Category I	Category II	Category III	Category IV
Mali			X	X
Mauritania				X
Mauritius				X
Morocco		X	X	X
Mozambique				X
Namibia				X
Niger				X
Nigeria		X	X	X
Rwanda			X	X
São Tomé and Príncipe				X
Senegal		X	X	X
Seychelles				X
Sierra Leone				X
Somalia				X
South Africa		X	X	X
South Sudan				X
Sudan			X	X
Tanzania				X
Togo			X	X
Tunisia		X	X	X
Uganda				X
Zambia				X
Zimbabwe				X

TABLE 3 – Concacaf

Member association	Category I	Category II	Category III	Category IV
Anguilla				X
Antigua and Barbuda				X
Aruba				X
Bahamas				X
Barbados				X
Belize				X
Bermuda				X
British Virgin Islands				X
Canada			X	X
Cayman Islands				X
Costa Rica		X	X	X
Cuba				X
Curaçao				X
Dominica				X
Dominican Republic				X
El Salvador			X	X
Grenada				X
Guatemala		X	X	X
Guyana				X
Haiti				X
Honduras			X	X
Jamaica			X	X
Mexico		X	X	X
Montserrat				X
Nicaragua				X
Panama				X
Puerto Rico				X
St Kitts and Nevis				X
St Lucia				X
St Vincent and the Grenadines				X
Suriname				X
Trinidad and Tobago			X	X
Turks and Caicos Islands				X
USA		X	X	X
US Virgin Islands				X

TABLE 4 – CONMEBOL

Member association	Category I	Category II	Category III	Category IV
Argentina	X	X	X	X
Bolivia			X	X
Brazil	X	X	X	X
Chile		X	X	X
Colombia			X	X
Ecuador			X	X
Paraguay			X	X
Peru			X	X
Uruguay		X	X	X
Venezuela			X	X

TABLE 5 – OFC

Member association	Category I	Category II	Category III	Category IV
American Samoa				X
Cook Islands				X
Fiji				X
New Caledonia				X
New Zealand			X	X
Papua New Guinea				X
Samoa				X
Solomon Islands				X
Tahiti				X
Tonga				X
Vanuatu				X

TABLE 6 – UEFA

Member association	Category I	Category II	Category III	Category IV
Albania			X	X
Andorra				X
Armenia			X	X
Austria		X	X	X
Azerbaijan			X	X
Belarus			X	X
Belgium	X	X	X	X
Bosnia and Herzegovina			X	X
Bulgaria			X	X
Croatia			X	X
Cyprus			X	X
Czechia			X	X
Denmark		X	X	X
England	X	X	X	X
Estonia			X	X
Faroe Islands				X
Finland			X	X
France	X	X	X	X
Georgia			X	X
Germany	X	X	X	X
Gibraltar				X
Greece		X	X	X
Hungary		X	X	X
Iceland			X	X
Republic of Ireland		X	X	X
Israel			X	X
Italy	X	X	X	X
Kazakhstan			X	X
Kosovo			X	X

Member association	Category I	Category II	Category III	Category IV
Latvia			X	X
Liechtenstein				X
Lithuania			X	X
Luxembourg			X	X
Malta			X	X
Moldova			X	X
Montenegro				X
Netherlands	X	X	X	X
North Macedonia			X	X
Northern Ireland			X	X
Norway		X	X	X
Poland			X	X
Portugal		X	X	X
Romania			X	X
Russia		X	X	X
San Marino				X
Scotland		X	X	X
Serbia			X	X
Slovakia			X	X
Slovenia			X	X
Spain	X	X	X	X
Sweden		X	X	X
Switzerland		X	X	X
Türkiye		X	X	X
Ukraine		X	X	X
Wales			X	X

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1905

Zurich, 4 November 2024

Amendments to the Regulations on the Status and Transfer of Players

Dear Sir or Madam,

We are pleased to inform you of various amendments to the FIFA Regulations on the Status and Transfer of Players (RSTP), which were approved by the FIFA Council at its meeting on 3 October 2024. The following paragraphs briefly set out the amendments, which concern:

a) the FIFA Club World Cup 2025™;

b) the codification of a temporary exception related to the Men's International Match Calendar 2025-2030; and

c) a technical clarification regarding female players and coaches, and their return from leave.

a) Amendments related to the FIFA Club World Cup 2025™

In light of circumstances related to when the competition takes place, specific exceptions to some general principles of the RSTP were required, together with the implementation of the competition regulations of the FIFA Club World Cup 2025™.

The main exceptions introduced in the RSTP concern the registration of players, registration periods and the release of players to association teams.

1. Article 6 paragraph 3: This provision defines the circumstances under which players may be registered outside one of the two annual registration periods fixed by the relevant member association. The amendment makes it possible for the competition regulations of the FIFA Club World Cup 2025™ to provide further exceptions.

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2. Article 5 paragraph 4: This provision establishes that a player can be registered with a maximum of three clubs and play in official matches for two clubs during a season, subject to certain exceptions. The amendment makes it possible for the competition regulations of the FIFA Club World Cup 2025™ to provide an exception to this principle.

3. Article 1 of Annexe 1: This provision establishes the principle that clubs are obliged to release their registered players to their representative teams. The amendment makes it possible for the competition regulations of the FIFA Club World Cup 2025™ to provide an exception to this principle without establishing precedent or applying to any other competition or circumstance in this regard.

b) Codification of a temporary exception related to the Men's International Match Calendar 2025-2030

Following a consultation process with the relevant stakeholders, an amendment was approved in the context of the current Men's International Match Calendar and, in particular, the temporary exception whereby, as of 2026, a new 16-day window with four matches will be introduced in late September/early October, replacing the two nine-day windows with two matches each that previously took place during those months.

While this window is formally envisaged for 2026, aligning the related provision of the RSTP well in advance will provide football stakeholders with a clear regulatory framework, ensuring appropriate legal certainty.

The amendments also entailed the removal of the outdated temporary exceptions introduced in March 2022 due to the COVID-19 pandemic.

The amendments concern the following provisions: article 1 paragraphs 4, 5 and 7 of Annexe 1.

c) Technical clarification regarding female players and coaches

A technical clarification has been made with respect to the recent amendments to the provisions regarding female players and coaches, approved by the FIFA Council on 15 May 2024.

The amendment clarifies the fact that the rule enabling a female player to register outside a registration period to replace another female player covers all available types of leave (pregnancy, adoption, family leave), rather than only maternity leave.

The amendment concerns the following provision: article 6 paragraph 3 c).

Entry into force of the amendments

The amendments related to point a) entered into force immediately after approval, and the amendments related to points b) and c) will enter into force on 1 November 2024, as reflected in article 29. The revised edition of the RSTP (October 2024) is available here.

We thank you for taking note of the above and for informing your affiliated clubs accordingly. Please do not hesitate to contact Jan Kleiner, Director of Football Regulatory, at legal@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General

cc: -FIFA Council
-Confederations
-ECA
-FIFPRO
-World Leagues Association

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1917

Zurich, 23 December 2024

Interim regulatory framework: amendments to the FIFA Regulations on the Status and Transfer of Players and the Procedural Rules Governing the Football Tribunal

Dear Sir or Madam,

We are pleased to inform you that, on 22 December 2024, the Bureau of the FIFA Council approved an interim regulatory framework that comprises various amendments to the FIFA Regulations on the Status and Transfer of Players (**RSTP**) and the Procedural Rules Governing the Football Tribunal (**Procedural Rules**).

Background

Following the Court of Justice of the European Union judgment in case C-650/22 involving the football player Lassana Diarra, FIFA opened a global dialogue concerning possible changes to the RSTP. FIFA has since received substantial feedback from football stakeholders from across the world.

FIFA will continue this inclusive process to develop, jointly with its stakeholders, a new, long-term, robust and globally uniform regulatory framework for professional football through an open, objective, transparent and non-discriminatory process.

However, discussions with key stakeholders have also shown that there is a pressing need for stability and regulatory clarity on an interim basis, while these broader discussions continue. In particular, in January 2025, many FIFA member associations will open their registration periods (so-called **transfer windows**). This entails a degree of urgency for stakeholders to have clarity about the applicable regulatory framework in these upcoming registration periods in relation to both contractual stability and the execution of international transfers of players.

For this reason, FIFA engaged separately with its key stakeholders to develop an interim regulatory framework to be put in place until the broader discussions on the long-term content of the RSTP have concluded.

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With this interim regulatory framework, FIFA will be able to ensure that a globally uniform set of rules continues to apply and that all clubs worldwide are subject to consistent regulatory standards in relation to squad composition, the stability of contracts, and international transfers of players.

The interim regulatory framework – overview

The interim regulatory framework affects the following provisions of the RSTP: articles 14 and 17, Annexe 3 (in relation to the International Transfer Certificate (**ITC**) procedure), and indirectly, Annexe 2 (in relation to coaches), as well as article 13 of the Procedural Rules. The key details are outlined below.

- Introduction of a definition of "just cause" (article 14 paragraph 1 of the RSTP)

  The introduction of a definition of "just cause" (the requirement for terminating a contract) will provide more clarity and predictability and codify the long-standing case law of the Football Tribunal when determining whether such just cause exists in a given case.

- Calculation of compensation payable in case of a breach of contract by a player or coach (article 17 paragraph 1 of the RSTP and article 6 paragraph 2 of Annexe 2 to the RSTP)

  Compensation will be calculated in a more objective and transparent manner, taking into account the damage suffered, according to the "positive interest" principle, the individual facts and circumstances of each case, and the law of the country concerned.

- Burden of proof regarding joint and several liability for compensation for breach of contract (article 17 paragraph 2 of the RSTP)

  The joint and several liability of a player's new club and the ensuing requirement to pay compensation for breach of contract will apply only if it can be established that this club induced the player to breach their contract. By contrast, under the previous version of the RSTP, joint and several liability applied automatically.

- Burden of proof regarding the inducement to breach a contract (and the related sporting sanction against the new club) (article 17 paragraph 4 of the RSTP)

  A sporting sanction against a player's new club for inducement to breach of contract will be imposed only if the claiming club can prove that the new club induced the player to breach

the contract. By contrast, under the previous version of the RSTP, there was a presumption that a new club induced a player to commit a breach of contract.

- Burden of proof and duty to collaborate (article 13 paragraph 6 of the Procedural Rules)

  An express clarification has been added stating that parties have a duty to collaborate in the establishment of the facts and to comply with evidentiary requests, which can also be made by a party to the relevant proceedings. The Football Tribunal will also be entitled to draw an adverse inference from a party's reaction to an evidentiary request.

- Procedure regarding the issuance of an ITC (several paragraphs of article 11 of Annexe 3 to the RSTP)

  A simplified ITC procedure will apply to preclude member associations from rejecting the issuance of an ITC. Irrespective of any contractual dispute, and duly considering the principle of sporting integrity and the applicable registration periods, a player will always be able to move to a new association and continue their career with a new club.

  The ITC procedure will work as follows:

  - Should the new association of a player make a request for the delivery of an ITC (**ITC Request**), the former association will need to deliver the ITC to the new association within 72 hours.

  - Should the former association fail to respond to the ITC Request within 72 hours, the new association will be able to register the player with the new club and enter the relevant player registration information in TMS.

  - In exceptional circumstances, the player, the former association or the new association will be able to request FIFA's intervention. However, this will be reserved for very specific scenarios and will never make it possible to block the issuance of a player's ITC due, for example, to an ongoing contractual dispute.

  - In all cases, the issuance of an ITC will be without prejudice to any contractual dispute between the player, their former club and/or their new club.

Entry into force of the interim regulatory framework

The interim regulatory framework containing all of the aforementioned amendments will enter into force on **1 January 2025**, as reflected in article 29 of the RSTP and article 34 of the Procedural Rules.

It will apply to cases pending before the Football Tribunal at the time when it comes into force and to any new case brought before the Football Tribunal as of 1 January 2025.

The revised editions of the RSTP and Procedural Rules, as well as the Explanatory Notes on the interim regulatory framework are available on legal.fifa.com.

We thank you for taking note of the above and for informing your affiliated clubs accordingly. Please do not hesitate to contact Jan Kleiner, Director of Football Regulatory, at regulatory@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General

cc: - FIFA Council
- Confederations
- European Club Association
- FIFPRO
- World Leagues Association

FIFA

Explanatory Notes

Interim Regulatory Framework

- Contractual stability, in particular article 17 of the FIFA Regulations on the Status and Transfer of Players
- Sporting sanctions
- International Transfer Certificates
- Coaches
- Cases pending before the Football Tribunal

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A. Introduction

1. On 4 October 2024, the Court of Justice of the European Union (CJEU) rendered its judgment in case C-650/22 concerning the football player Lassana Diarra ("Diarra Judgment").

2. The Diarra Judgment contains critical considerations in relation to specific elements of the regulatory framework concerning contractual stability and the procedure related to the issuance and delivery of an International Transfer Certificate (ITC). The relevant rules are contained in the FIFA Regulations on the Status and Transfer of Players (RSTP). The Diarra Judgment primarily concerns article 17 of the RSTP and Annexe 3 to the RSTP (in relation to ITCs) and also indirectly affects Annexe 2 to the RSTP (in relation to coaches).

3. Immediately upon the issuance of the Diarra Judgment, FIFA opened a global dialogue regarding possible changes to the RSTP. FIFA has since received substantial feedback from football stakeholders from across the world.

4. FIFA will continue this inclusive process to develop, jointly with its stakeholders, a new, long-term, robust and globally uniform regulatory framework for professional football, through an open, objective, transparent and non-discriminatory process.

5. However, discussions with key stakeholders have also shown that there is a pressing need for stability and regulatory clarity on an interim basis, while these broader discussions continue. In particular, in January 2025, many FIFA member associations will open their registration periods (so-called transfer windows). This entails a degree of urgency for stakeholders to have clarity about the applicable regulatory framework in these upcoming registration periods, in relation to both contractual stability and the execution of international transfers of players.

6. For this reason, FIFA engaged separately with its key stakeholders[1] to develop an interim regulatory framework to be put in place.

7. That interim regulatory framework was adopted by a decision of the Bureau of the FIFA Council dated 22 December 2024. It is a direct result of the close consultation between FIFA and its key stakeholders. The interim regulatory framework will apply until the broader discussions on the long-term content of the RSTP have concluded. It will also apply immediately to cases that are currently pending for a decision on the merits by the Football Tribunal.

[1] In this context, FIFA reached out to the World Players' Union (FIFPRO), the European Club Association (ECA), the World Leagues Association (WLA), and the Union of European Football Associations (UEFA).

8. These explanatory notes set out all the relevant details of the interim regulatory framework. FIFA is thankful to all its stakeholders for their constructive and collaborative approach during this consultation phase.

B. Stakeholder consultation

9. Between 28 November 2024 and 22 December 2024, FIFA engaged in several rounds of consultation with the aforementioned key stakeholders.

10. Immediately following the issuance of the Diarra Judgment and in parallel to opening the global dialogue, FIFA made immediate, good-faith efforts to seek the views of these stakeholders on the possible need for an interim regulatory framework, and on the possible content of such a solution.

11. In reaching the final version of the interim regulatory framework, FIFA duly took account of all views and positions of the stakeholders that actively participated in the substantive discussions regarding a provisional solution of this nature. FIFA has sought to reflect the positions expressed and the various legitimate interests of each stakeholder concerned.

12. As is only natural for such a consultation process, it was difficult to reach a consensus on every single detail of this interim regulatory framework, in particular given its provisional nature and the urgency at which it needed to be developed. However, FIFA is convinced that the regulatory approach adopted strikes a very reasonable balance between all the views expressed.

13. Most, though not all, stakeholders agreed that introducing an interim regulatory framework was a necessary step to be taken. Nevertheless, they expressed differing views as to what exactly it should comprise. FIFA also considers that it has the responsibility, as world football's recognised governing body, to provide as much regulatory stability and clarity as possible in the current circumstances. FIFA remains convinced that an open, inclusive dialogue with all its stakeholders is the best way forward to develop a robust, objective, transparent, non-discriminatory and proportionate regulatory framework for football at global level.

14. Accordingly, the interim regulatory framework strikes a balanced compromise between the different views expressed by the stakeholders who actively participated in the discussions on the substance of the interim regulatory framework.

15. The Bureau of the FIFA Council adopted the interim regulatory framework on 22 December 2024. It enters into effect on 1 January 2025.

C. Purpose and nature

16. FIFA is aware that, following the issuance of the Diarra Judgment, many questions arose with regard to the legality, validity and/or applicability of specific elements of the RSTP.

17. Against this background, the purpose of the interim regulatory framework is to ensure that all football stakeholders benefit from stability and regulatory certainty, in particular for the upcoming registration periods and more generally for as long as the broader consultation on possible long-term changes to the RSTP is ongoing. With this interim regulatory framework, FIFA can ensure that a globally uniform set of rules continues to apply and that all clubs worldwide are subject to consistent regulatory standards in relation to squad composition, the stability of contracts and international transfers of players.

18. It is important to underline that this interim regulatory solution does not condition any element of the ongoing discussions related to the prospective long-term changes to the RSTP. Some elements of this interim regulatory framework may be reflected in the wording of a future version of the RSTP whilst others may not. The fact that some elements have been included in this interim regulatory framework does not mean that they will, or will not, be part of the eventual long-term solution contained in a new version of the RSTP.

D. Regulatory concepts unaffected by the Diarra Judgment

19. At the outset, it is important to note that the Diarra Judgment does not call into question the RSTP in its entirety, nor does it cast any doubt over certain basic regulatory concepts related to contractual stability. These concepts are, therefore, fully maintained. Before addressing the changes contained in the interim regulatory framework, it is appropriate to recall the regulatory concepts related to contractual stability that continue to apply without modification under this interim regulatory framework.

20. These are the following:

- FIFA's legitimacy to issue globally uniform, binding rules in relation to contractual stability: The Diarra Judgment confirms the need for uniform regulatory standards for all clubs worldwide, including in relation to contractual stability. The Diarra Judgment also confirms that FIFA, as world football's recognised governing body, has the legitimacy to issue such globally uniform rules.

- The principle of contractual stability: Contracts between players or coaches, on the one hand, and clubs or member associations, on the other hand, must be respected. They terminate only upon expiry of the agreed term, or by

mutual agreement.[2] They may be unilaterally terminated only in the existence of just cause.[3]

- The principle of a protected period: Contracts continue to be subject to a protected period, within which a breach of contract may lead to sporting sanctions against the party in breach of contract.[4]

- Sporting sanctions against a club for a breach of contract during the protected period: A club that breaches a contract within the protected period may be subject to sporting sanctions, as defined in the RSTP.[5]

- Sporting sanctions against a player for a breach of contract during the protected period: A player who breaches a contract within the protected period may be subject to sporting sanctions, as defined in the RSTP.[6]

- Ability to contractually agree on the compensation for a breach of contract: Parties are free to contractually agree on the compensation that shall be payable in the event of a breach of contract,[7] subject to the requirements and a review by the Football Tribunal based on existing jurisprudence.

- Existence of, and need for, an ITC: An ITC is still required in order for players to be transferred internationally.[8]

21. Further, it must be noted that all other regulatory principles and requirements contained in the RSTP continue to apply without modification, unless specifically addressed in these explanatory notes or the interim regulatory framework.

E. The interim regulatory framework

1. Overview

22. In summary, the interim regulatory framework affects the following rules and principles:

- the calculation of compensation payable in the event of a breach of contract by a player or coach;[9]

2 Art. 13 of the RSTP.
3 Art. 14 par. 1 of the RSTP.
4 RSTP, Definitions section, no. 7.
5 Art. 17 par. 4 of the RSTP.
6 Art. 17 par. 3 of the RSTP.
7 Art. 17 par. 1 of the RSTP.
8 Art. 11 of Annexe 3 to the RSTP.
9 See par. 29 et seq.

- the burden of proof in relation to joint and several liability for compensation payable for a breach of contract;[10]

- the burden of proof in relation to an inducement to breach a contract (and the related sporting sanction against the new club of a player);[11] and

- the procedure regarding the issuance of an ITC.[12]

23. Further, the interim regulatory framework contains a more detailed definition of the term "just cause"[13] and provides certain clarifications in relation to the burden of proof and evidentiary requests,[14] by introducing amendments to the corresponding article of the Procedural Rules Governing the Football Tribunal ("Procedural Rules").[15]

24. Finally, these explanatory notes contain clarifications regarding certain disciplinary measures and set out when the interim regulatory framework enters into force and how it will apply to cases that are currently pending before the Football Tribunal.

2. The notion of "just cause"

25. As indicated, valid contracts may still be prematurely and unilaterally terminated in the existence of "just cause".[16]

26. In order to provide more clarity and predictability, the interim regulatory framework introduces a general definition of "just cause" to article 14 paragraph 1 of the RSTP:

> *"A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause. In general, just cause shall exist in any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship."*

27. This amendment represents no change in practice. Rather, it codifies the established jurisprudence of the Football Tribunal and its precursors. Adding this wording will give stakeholders that may not be familiar with this practice more clarity and predictability, and it will reinforce the fact-specific approach of the Football Tribunal when determining whether there is just cause in a particular case.

28. Under this approach, the Football Tribunal will continue to analyse the existence of just cause on a case-by-case basis, taking into account all the factual specificities of each case. Examples of just cause, and of the existing jurisprudence of the Football

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10 See par. 38 et seq.
11 See par. 42 et seq.
12 See par. 55 et seq.
13 See par. 25 et seq.
14 See par. 48 et seq.
15 Art. 13 of the Procedural Rules.
16 Art. 14 par. 1 of the RSTP.

Tribunal, can be found in the freely accessible FIFA Commentary on the RSTP, specifically in the section concerning articles 14 and 17 of the RSTP.

3. The calculation of compensation for breach of contract

29. Article 17 paragraph 1 of the RSTP specifies how the compensation payable in the event of a breach of contract shall be calculated. The Diarra Judgment contains critical considerations in relation to some of the calculation criteria. Accordingly, without recognising the illegality of any of these aspects, FIFA wishes to provide as much clarity and stability as possible. Certain aspects have therefore been removed from the interim regulatory framework in order to clarify the approach to calculating compensation.

30. The amended wording of article 17 paragraph 1 of the RSTP reads as follows:

> *"In all cases, the party that has suffered as a result of a breach of contract by the counterparty shall be entitled to receive compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated taking into account the damage suffered, according to the 'positive interest' principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned."*

31. Under this amended wording, certain key principles remain unaffected:

    - the principle that a party that has suffered damage as a result of a breach is entitled to request financial compensation to restore it to the position in which it would have found itself had the breach of contract not occurred, in line with the "positive interest" principle;

    - the principle that the starting point for the calculation of damages is to quantify the damage suffered;

    - the principle that the party claiming compensation bears the burden of quantifying, substantiating and proving the damage suffered;

    - the fact that the individual facts and circumstances of each case must always be considered when calculating the amount of compensation to be awarded; and

    - the principle that parties may contractually agree in advance on the amount payable in the event of a breach of contract.

32. The interim regulatory framework is no longer based on the specific calculation criteria that were deemed problematic by the CJEU in the Diarra Judgment. Instead, compensation shall be calculated in an objective and transparent way and at a level required to restore the party that has suffered damage as a result of a breach of

contract to the position in which that party would have been had the breach not occurred. The Football Tribunal will apply this "positive interest" principle, which is an established mechanism under contract law, as a basis for calculating compensation for breach of contract.

33. Where there is a dispute, it will always be up to the claimant to quantify, substantiate and prove the damage that it allegedly suffered as a result of a breach of contract. Provided that the party can satisfy this burden of proof, it shall, in principle, be fully compensated for the damage suffered, in line with the calculation criteria outlined above (subject to the obligation to mitigate damage suffered, in accordance with the case law of the Football Tribunal). It is to be noted that where compensation is due to a player, the additional calculation mechanism established in article 17 paragraph 1 subparagraph 2 of the RSTP remains unchanged.

34. If a party wishes FIFA to treat the law of the country concerned as one of the factors to be considered within the overall calculation as per the "positive interest" principle, that party shall have the burden of demonstrating the relevance of a particular national law, its exact content and to what precise effect it should be considered by the Football Tribunal.

35. Essentially, identical amendments have been made to the rules applicable to disputes involving coaches. Specifically, article 6 paragraph 2 d) of Annexe 2 to the RSTP has been amended as follows:

> *"Compensation shall be calculated taking into account the damage suffered, according to the 'positive interest' principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned."*

36. The application of this provision will follow the principles outlined above in relation to article 17 paragraph 1 of the RSTP.

37. Finally, it is worth reiterating that the content of this interim regulatory framework regarding this specific aspect of calculation, as with all other aspects, is entirely without prejudice to the outcome of the ongoing consultation in relation to the long-term regulatory approach to the RSTP, to the contents of a possible new version of the RSTP and to the positions that stakeholders may express in the ongoing (and/or any potential future) consultation on these topics.

4. The burden of proof in relation to joint and several liability

38. Under the interim regulatory framework, article 17 paragraph 2 of the RSTP reads as follows:

> *"Entitlement to compensation cannot be assigned to a third party. A player's new club shall be held jointly liable to pay compensation if, having regard to the*

individual facts and circumstances of each case, it can be established that the new club induced the player to breach their contract."

39. The rationale for, and purpose of, this rule is to ensure that all decisions on joint and several liability can be rendered with full regard to the individual facts and circumstances of each case, and that joint and several liability will only apply if it can be established that a player's new club induced the player to breach their contract.

40. Accordingly, the interim regulatory framework reverses the burden of proof in relation to the joint and several liability of a player's new club. New clubs may only be held jointly liable to pay compensation if a claiming club can prove that a new club induced a player to breach their contract.

41. In this context, reference needs to be made to the clarifications of the parties' duty to collaborate to establish the facts and the ability to draw an adverse inference from the parties' behaviour in this context. These clarifications will be explained in paragraph 47 et seq. below.

5. The burden of proof in relation to inducement to breach of contract

42. The interim version of article 17 paragraph 4 of the RSTP reads as follows:

> "*A sporting sanction shall be imposed (i) on any club found to be in breach of contract during the protected period or (ii) on a player's new club if, having regard to the individual facts and circumstances of each case, it can be established that the new club induced the player to breach the contract during the protected period. The club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exceptions stipulated in article 6 paragraph 3 of these regulations in order to register players at an earlier stage.*"

43. First, the principle remains that any club found to be in breach of contract during the protected period may, as before, face a sporting sanction.

44. In addition to this, the rationale for, and purpose of, the amended wording of this rule is to ensure that decisions on a possible sporting sanction against a new club for inducement to breach of contract are always rendered with full regard to the individual facts and circumstances of each case. Accordingly, a sporting sanction may only be imposed against a new club if the claiming club can establish that a player's new club induced the player to breach the relevant contract.

45. The interim regulatory framework therefore reverses the burden of proof in relation to the inducement to breach of contract.

46. In all such cases, the nature and extent of the sporting sanction remain unchanged.

47. Finally, it is also important in this context to mention the clarifications of the parties' duty to collaborate to establish the facts and the Football Tribunal's ability to draw an adverse inference from the parties' behaviour in this context. The following paragraphs will explain these clarifications that will be introduced to the Procedural Rules.

6. The burden of proof: duty to collaborate

48. The general principles regarding the burden of proof are established in article 13 paragraph 5 of the Procedural Rules:

> *"A party that asserts a fact has the burden of proving it."*

49. This principle remains unchanged. Any party asserting the existence of a specific fact or circumstance must prove to the Football Tribunal that this fact or circumstance exists.

50. However, with the introduction of the interim regulatory framework, a new paragraph 6 has been added to this article:

> "*Parties have the duty to collaborate to establish the facts and shall respond in good faith to any evidentiary request from a chamber, the FIFA general secretariat or a party. A party submitting an evidentiary request shall demonstrate that the evidence requested is likely to exist and is relevant. An adverse inference may be drawn from a party's reaction to an evidentiary request.*"

51. The background to this new rule is that, with the reversal of the burden of proof in article 17 paragraphs 2 and 4 of the RSTP and given the inherent evidentiary difficulties that parties in international football proceedings may face, it seems appropriate to clarify: (1) the duty of parties to collaborate by providing evidence; and (2) the Football Tribunal's entitlement to draw an adverse inference, depending on the reaction of a party to an evidentiary request.

52. More specifically, this new paragraph clarifies that parties have a duty to collaborate in the establishment of the facts in a specific case. When asked to provide information or documentation that is relevant to a case, they must, in principle, comply with such a request. This will ensure that the decision-making process of the Football Tribunal takes account, to the fullest extent possible, of all the relevant factual circumstances of an individual case.

53. Under this new rule, the relevant chamber of the Football Tribunal, the FIFA general secretariat or a party may make a specific evidentiary request. For example, a party may be asked to provide a particular document or piece of information. If such an evidentiary request is made by a party to the proceedings (i.e. not by the Football Tribunal or the FIFA general secretariat), that party must demonstrate that the

evidence requested is likely to exist and is relevant. It is for the Football Tribunal to determine whether an evidentiary request meets these requirements.

54. This new rule also clarifies that the Football Tribunal is entitled to draw an adverse inference from a party's reaction to such an evidentiary request (for example, if a party refuses to disclose a document or piece of information that seems relevant and is likely to exist, without a valid explanation or justification).

7. International Transfer Certificates (ITCs)

55. The amended version of article 11 of Annexe 3 to the RSTP under the interim regulatory framework establishes a modified mechanism related to the issuance of an ITC. This new mechanism can be summarised as follows:

- When a player's new association makes a request for the delivery of an ITC ("ITC Request"), the former association shall, within 72 hours, deliver the ITC to the new association.

- It is no longer possible for the former association to reject an ITC Request.

- If the former association fails to respond to the ITC Request within 72 hours, the new association will be able to register the player with the new club and enter the relevant player registration information in TMS.

- In exceptional circumstances, the player, the former association or the new association may request FIFA's intervention by emailing regulatory@fifa.org.

  For the avoidance of doubt, such an intervention may never be used to block the issuance of a player's ITC solely due, for example, to an ongoing contractual dispute. The ability to request such an intervention is designed only for scenarios where, for example, an ITC Request is made without a player's knowledge, in a way that is abusive towards a player, or if there is a technical error related to an ITC Request.

- In all cases, the issuance of an ITC is without prejudice to any contractual dispute between the player, their former club and/or their new club. In other words, even if a former association immediately confirms the issuance of an ITC, this has no effect whatsoever on an affected club's right to file a contractual claim against the player in question and/or their new club.

  This corroborates the notion that the existence of such a contractual dispute can never be used to block the issuance of a player's ITC. A player may always – irrespective of such a dispute – move to a new association and continue their career with a new club, as long as due consideration is given to sporting integrity and the transfer is made during the applicable registration periods.

56. A contractual dispute between a player and a former club has never been a reason for an ITC not to be issued and FIFA has consistently and unreservedly ensured that ITCs are delivered for players who wish to continue their careers in other parts of the world. Nevertheless, the rationale for, and purpose of, this new procedure is to clarify the applicable mechanism through the interim regulatory framework. Under this new mechanism, no association can ever invoke the existence of a purely contractual dispute in order to block the issuance of an ITC. All of this will further facilitate player movement, in line with requirements established in the Diarra Judgment.

F. Pending cases before the Football Tribunal

57. Several cases to which the rules affected by the Diarra Judgment are potentially relevant are pending before the Football Tribunal. In particular, these include cases involving claims based on article 17 paragraphs 1, 2 and/or 4 of the RSTP.

58. Under article 29 of the RSTP (as amended under the interim regulatory framework), the amended rules of the RSTP will also apply directly to these pending cases.

59. It is clear that, before the Football Tribunal renders any decision, the parties concerned will be granted the right to be heard in relation to the possible consequences and impact of the interim regulatory framework on the merits of a case.

G. Disciplinary measures

60. On 25 November 2024, the chairman of the FIFA Disciplinary Committee issued a letter containing clarifications in relation to sporting sanctions that may have been issued and/or requested based on provisions contained in the RSTP, which are affected by the Diarra Judgment.

61. In this letter, the chairman of the FIFA Disciplinary Committee made the following clarifications:

> *"A. The following disciplinary measures are to be temporarily suspended with immediate effect:*
>
> *1. Any disciplinary measures against players related to the enforcement of financial entitlements awarded based on article 17 RSTP.*
>
> *2. Any disciplinary measures against coaches related to the enforcement of financial entitlements awarded based on article 6 Annexe 2 RSTP.*
>
> *3. Any disciplinary measures against clubs based on the joint and several liability foreseen in article 17 para. 2 RSTP.*
>
> *4. The above includes cases where, following a decision of the Football Tribunal, a subsequent decision of the FIFA Disciplinary Committee has been rendered based on art. 21 of the FIFA Disciplinary Code (FDC), ed. 2023 or on art. 15 FDC, ed. 2019.*

5. The above is without prejudice to a possible later reinstatement of such measures and does not constitute any admission of [the] illegality of such disciplinary measures.

B. The FIFA general secretariat is hereby appointed to implement these temporary suspensions."

62. This excerpt from the letter clarifies that the relevant sporting sanctions are only temporarily suspended. These are sanctions that may have been requested or imposed on the basis of the provisions affected by the Diarra Judgment, as mentioned above.

63. Importantly, this letter does not call into question either the existence of a protected period or the threat of a sporting sanction against a club or player for a breach of contract during the protected period.[17] Furthermore, this letter does not affect existing registration bans imposed on clubs for breach of contract during the protected period or suspensions imposed on players for breach of contract during the protected period.

H. Next steps

64. As indicated, the interim regulatory framework enters into force on 1 January 2025.

65. Irrespective of this, FIFA is continuing its extensive and open consultation process and global dialogue with all stakeholders on the long-term future of the RSTP. In particular, FIFA is continuing to engage with all stakeholders that have expressed an interest in being part of this dialogue and that have submitted their observations about the impact of the Diarra Judgment on the existing regulatory framework.

66. FIFA's overall aim remains to work with its stakeholders to develop a robust and uniform global regulatory framework in an objective, transparent, non-discriminatory and proportionate way. This will guarantee the integrity of competitions, competitive balance and contractual stability, whilst taking account of the legitimate views and interests of all affected parties.

[17] See par. 20.

I. Final remarks

67. All stakeholders are kindly encouraged to regularly consult these explanatory notes since they may be updated from time to time.

68. For the avoidance of doubt, this document was produced by the FIFA general secretariat and is not binding on any decision-making body of FIFA. In the event of any discrepancies between these explanatory notes and the applicable FIFA regulations, the latter take precedence.

69. Any questions or remarks may be directed to the FIFA general secretariat by emailing regulatory@fifa.org.

* * *

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1918

Zurich, 13 January 2025

Amendments to the FIFA Clearing House Regulations and the FIFA Regulations on the Status and Transfer of Players

Dear Sir or Madam,

We are pleased to inform you of various amendments to the FIFA Clearing House Regulations (FCHR) and the Regulations on the Status and Transfer of Players (RSTP), which were approved by the FIFA Council at its meeting on 10 December 2024.

Background

The FCHR were initially approved by the FIFA Council on 22 October 2022 and came into force on 16 November 2022. These Regulations were introduced with the objective of protecting the integrity of the football transfer system and preventing fraudulent conduct, as well as processing certain payments related to the transfer of players between clubs. The focus of the initiative is the automatic distribution of training rewards after the electronic player passport (EPP) of a player has determined the entitlements of the training clubs.

Since the FIFA Clearing House went live on 16 November 2022, more than 37,000 EPPs have been generated, resulting in over USD 350 million being sent to the FIFA Clearing House entity (an independent and regulated financial institution based in France) to perform compliance assessments on the clubs involved and to process the payments.

Building on the success of the FIFA Clearing House's first two years of operations, various amendments to the FIFA Clearing House Regulations have been made with the objective of further developing the EPP system, improving the distribution of training rewards to training clubs and ensuring the consistency of FIFA's regulatory framework.

Amendments to the FCHR

- In order to grant a more reasonable time frame for clubs and member associations to provide relevant documentation and information during the EPP review process, the

duration of the review phase has been increased from ten to 15 days (article 9 paragraph 2).

- In addition, to clarify the scope of application of certain provisions and guarantee consistency with FIFA's regulatory framework, amendments have also been made to article 13 paragraph 1 b) and article 17 paragraphs 5 and 7 a) and b).

Amendments to the RSTP

Minor technical amendments have been made to article 3 paragraphs 1 and 2 of Annexe 4 to the RSTP to restrict the application of these provisions to cases not governed by the FCHR, and to ensure continued alignment within the RSTP.

Entry into force of the amendments

All of the aforementioned amendments entered into force on 1 January 2025, as established in article 26 of the FCHR and article 29 of the RSTP. The revised editions of the RSTP and FCHR are available here.

We thank you for taking note of the above and informing your affiliated clubs accordingly. Please do not hesitate to contact Jan Kleiner, Director of Football Regulatory, at regulatory@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

Mattias Grafström
Secretary General

cc: -FIFA Council
-Confederations
-ECA
-FIFPRO
-World Leagues Association

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1919

Zurich, 13 January 2025

Amendments to the FIFA Football Agent Regulations and implementation of an online exam

Dear Sir or Madam,

We are pleased to inform you that the FIFA Council approved an amendment to the FIFA Football Agent Regulations (FFAR) at its meeting on 10 December 2024.

This amendment was approved following a consultation process carried out with the Football Agent Working Group to discuss different methods for holding the FIFA Football Agent Exam as part of the current licensing system.

In those discussions, a consensus was reached that the possibility of holding an online exam should be pursued to allow more candidates to take the exam without incurring travel costs and other related expenses that could serve as a barrier to entry the profession for prospective football agents. Since an online exam was not compatible with article 6 of the FFAR, such provision was amended to provide the FIFA administration with the necessary flexibility to determine the exam procedure.

The revised edition of the FFAR, which entered into force on 1 January 2025, is available here.

FIFA football agent exam in 2025

We are also pleased to provide you with additional information about the upcoming FIFA football agent exam in 2025.

Seeking constant improvement for the benefit of the stakeholders and individuals interested in becoming football agents, the FIFA football agent exam will be held online as of 2025. Some advantages of this are that the candidates will be able to sit the exam without needing to travel to an exam venue at a member association on the exam date.

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FIFA will communicate the terms and conditions of the FIFA football agent exam and the exam rules on the agent platform and the FIFA website in due course. In the meantime, you will find the relevant information for the updated application period and exam date below.

Fifth FIFA football agent exam	
Application period	4 March 2025 to 17 April 2025
Exam date	18 June 2025

We would like to remind you that as of 2025, there will be only one exam per year.

Finally, we wanted to thank all member associations involved for their support and hard work in the organisation of all four editions of the FIFA football agent exam.

We thank you for your attention and for ensuring that your affiliated clubs and relevant stakeholders are informed accordingly. Please do not hesitate to contact Luis Villas-Boas Pires, Head of Agents, at regulatory@fifa.org should you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General

cc:
- FIFA Council
- Confederations
- Football Agent Working Group

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1934

Zurich, 28 May 2025

2025 edition of the FIFA Disciplinary Code

Dear Sir or Madam,

FIFA remains committed to addressing racism in football in accordance with the global stand against racism, which was unanimously adopted by all 211 FIFA Member Associations at the 74th FIFA Congress in Bangkok, Thailand.

To create a fair and respectful environment for all, FIFA is pleased to present its latest, revised edition of the FIFA Disciplinary Code (FDC), which includes a comprehensive set of proactive regulatory measures aimed at countering discriminatory behaviour both on and off the pitch.

Other important modifications have been made to modernize the regulatory framework.

This circular letter outlines the key points contained in the amendments to the FDC and their implications for confederations, Member Associations, clubs, officials and players.

1. New provisions to tackle discrimination and racist abuse

The three-step anti-discrimination procedure approved by the 74th FIFA Congress has been included in article 15 of the FDC to address incidents of racist abuse effectively. The provision has also been expanded to properly empower players, referees, coaches and team officials to report incidents of racism immediately. Fines in cases of racist abuse have also been increased to a maximum of CHF 5,000,000.

In addition, FIFA now reserves the right to lodge an appeal with the Court of Arbitration for Sport (CAS) against decisions in cases of racist abuse, as well as to intervene in instances where a Member Association fails to properly investigate incidents of racism and prosecute the offender(s). These changes are included in article 30 paragraphs 6 and 8.

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Pursuant to the new wording of article 75 paragraph 1 of the FDC, Member Associations are required to incorporate the principles of article 15 of the FDC into their own disciplinary regulations. They must do so by 31 December 2025 at the latest and will be required to provide FIFA with the adapted provisions as necessary.

2. Other amendments

In line with established CAS jurisprudence, the updated FDC introduces clearer provisions to address challenges faced by creditors in recovering debts during insolvency and bankruptcy proceedings within football. Obligations of debtors to promptly notify creditors of such proceedings and to inform them of their rights and legal remedies under domestic law are now codified, together with new elements requiring creditors to remain vigilant in enforcing their legal claims.

Another relevant modification concerns the role of "Integrity Experts", which has been renamed to "Disciplinary and Ethics Prosecutors" to better reflect the position's expanded responsibilities and formal authority. The new title represents a shift from an advisory role to one focused on actively prosecuting ethical and disciplinary violations. This change also aligns with FIFA's broader efforts to uphold judicial fairness and integrity within the sport.

Finally, other minor amendments have been made to the FDC in light of other FIFA regulations and circulars and to incorporate best practices with a view to optimising proceedings and providing legal certainty. These changes are reflected in articles 21, 45, 57, 58, 61 and 70.

Should you have any questions or require further clarification, please do not hesitate to contact Américo Espallargas, Head of Disciplinary at disciplinary@fifa.org.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General

Encl.: FIFA Disciplinary Code (2025 edition)

cc:
- FIFA Council
- Confederations
- FIFA Judicial Bodies
- Football Tribunal
- European Club Association
- FIFPRO
- World Leagues Association

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1936

Zurich, 16 July 2025

Regulations on the Status and Transfer of Players – categorisation of clubs and registration periods

Dear Sir or Madam,

We kindly refer you to the Regulations on the Status and Transfer of Players (**RSTP**) and in particular to the articles that address training compensation, classifying clubs into categories and registration periods.

The use of the Transfer Matching System (**TMS**) is mandatory for all Member Associations. The registration periods and categorisation of affiliated clubs established by your association must be recorded in TMS. Additionally, Member Associations must ensure that they maintain accurate data of their affiliated clubs (including club categorisation) in their national registration system (**NRS**).

1. Training compensation: categorisation of clubs

Each affiliated club must be classified by the relevant Member Association into one of the available categories **in TMS**, based on the club's financial investment in training players (cf. art. 4 par. 1 of Annexe 4 to the RSTP).

Furthermore, it is important that each Member Association maintain accurate data (both current and historical), including the categorisation of all its affiliated clubs, **in its respective NRS**. In view of the requirements related to the FIFA Clearing House and the creation of the electronic player passport, each Member Association is required to send registration details (via the FIFA Connect Interface) covering the entire period for which the player was registered with the Member Association. These registration details must include the categorisation of the affiliated club(s) for which the player played.

Each Member Association must therefore ensure that every affiliated club's training category is accurately reflected **by 31 July 2025** as follows:

- in its **NRS**; and
- in **TMS**, if the Member Association has not implemented the synchronisation of clubs' training category via the FIFA Connect Interface.

Fédération Internationale de Football Association
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland T: +41 (0)43 222 7777 www.FIFA.com

The category specified must **be valid for the entirety of the relevant season**. Member Associations are not permitted to amend the category of a club during a season.

The enclosed tables show the categories available to each Member Association to classify its affiliated clubs and the applicable training costs (cf. art. 4 par. 2 of Annexe 4 to the RSTP).

If a Member Association does not categorise its affiliated clubs by the established deadline, it may be subject to compliance proceedings. We refer you to the administrative sanction procedure (**ASP**) under article 17 of Annexe 3 to the RSTP.

Please note that FIFA reserves the right to adjust a club's category to the nearest one available if the assigned category for a given club is not in line with the categories established by the club's Member Association.

2. Setting season dates, competition and registration periods

Professional competitions

Each Member Association must set the two **registration periods** for the next calendar year (i.e. 1 January 2026 to 31 December 2026), in accordance with article 6 paragraphs 1 and 2 of the RSTP, in TMS **by 31 July 2025**.

In the event that a Member Association's current season finishes after that date, it must set the two registration periods immediately after the last day of the current season.

Member Associations may set different registration periods for their competitions for male and female players (cf. FIFA circular no. 1601 of 31 October 2017).

Pursuant to article 6 paragraph 2 of the RSTP, in conjunction with Annexe 3, the data related to dates of competition periods, seasons and registration periods must be communicated to FIFA via TMS **at least 12 months before they come into force**.

Regarding the timing of the relevant dates, please note the following:

- A season must be a **consecutive 12-month period** during which a Member Association's official competitions occur.
- A competition period starts with the first official match of the national league championship or national cup competition and ends with the last official match played within those competitions.
- The first registration period may begin as early as the first day after the day on which the competition period of the previous season ended. Member Associations are reminded that this first registration period must last a minimum of **eight weeks**, but it can be extended to up to **12 weeks**.

- The second registration period will normally occur in the middle of the season. Member Associations are reminded that this second registration period must last a minimum of **four weeks**, but it can be extended to up to **eight weeks**.

- In any event, the cumulative total of both registration periods may not exceed **16 weeks**.

- When fixing registration periods, each Member Association must pay particular attention to their end date. If the end date of a registration period is a holiday or non-business day in the country or territory of the Member Association's domicile, it will not be possible to extend it to the next business day if this would result in the Member Association exceeding the relevant maximum duration.

- If a Member Association does not set the registration periods for competitions played by players of a particular gender, the registration periods established for the other gender will not automatically apply; **the Member Association will not be able to register players where no registration period has been defined**.

If a Member Association does not set its registration periods in TMS by 31 July 2025, FIFA may set the dates itself (cf. art. 6 par. 2 of the RSTP). Failure to set registration periods may also result in an ASP.

Member Associations are furthermore reminded that they may modify the dates of a registration period that has already been entered in TMS up until it commences. FIFA must be notified of any such modification. Once a registration period has commenced, its dates may not be modified.

It is the sole responsibility of each Member Association to ensure that accurate dates are properly entered in TMS. Only the dates included in TMS will be recognised by FIFA, irrespective of any communication made outside the system.

Amateur competitions

Each Member Association must set the **registration periods** for the next calendar year (i.e. 1 January 2026 to 31 December 2026), in accordance with article 6 paragraph 8 of the RSTP, in TMS **by 31 July 2025**.

Please note the following:

- The provisions related to the maximum duration of registration periods do not apply to purely amateur competitions. Therefore, Member Associations may decide to set a single registration period covering the entire season for purely amateur competitions.

- If a Member Association fails to set registration periods for competitions in which only amateur players participate, it will not be possible to register players for clubs participating in those competitions. The registration periods for professional competitions do not apply to competitions in which only amateur players participate.

We thank you for taking note of the above and for your valuable collaboration. Please do not hesitate to contact Laura Corica, Team Lead Education, Support & Communication, at TMShelpdesk@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General

Encl. Training costs and categorisation of clubs for the year 2025

cc:
- FIFA Council
- Confederations
- Football Tribunal
- European Club Association
- FIFPRO
- World Leagues Association

Training costs and categorisation of clubs for the year 2025

The training costs listed below are established on a confederation basis for each club category. In accordance with article 4 of Annexe 4 to the Regulations on the Status and Transfer of Players, these training costs are updated at the end of every calendar year.

Confederation	Category I	Category II	Category III	Category IV
AFC		USD 40,000	USD 10,000	USD 2,000
CAF		USD 30,000	USD 10,000	USD 2,000
Concacaf		USD 40,000	USD 10,000	USD 2,000
CONMEBOL	USD 50,000	USD 30,000	USD 10,000	USD 2,000
OFC		USD 30,000	USD 10,000	USD 2,000
UEFA	EUR 90,000	EUR 60,000	EUR 30,000	EUR 10,000

Please find below a table for each confederation, setting out the categories in which each association is asked to classify its clubs.

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Table 1 – AFC

Table 2 – CAF

Table 3 – Concacaf

Table 4 – CONMEBOL

Table 5 – OFC

Table 6 – UEFA

Table 1 – AFC

Member Association	Category I	Category II	Category III	Category IV
Afghanistan				X
Australia		X	X	X
Bahrain				X
Bangladesh				X
Bhutan				X
Brunei Darussalam				X
Cambodia				X
China PR			X	X
Chinese Taipei				X
Guam				X
Hong Kong, China				X
India				X
Indonesia				X
IR Iran		X	X	X
Iraq			X	X
Japan		X	X	X
Jordan				X
Korea DPR				X
Korea Republic		X	X	X
Kuwait			X	X
Kyrgyz Republic				X
Laos				X
Lebanon			X	X
Macau				X
Malaysia			X	X
Maldives				X
Mongolia				X
Myanmar				X
Nepal				X

Member Association	Category I	Category II	Category III	Category IV
Oman				X
Pakistan				X
Palestine				X
Philippines				X
Qatar			X	X
Saudi Arabia			X	X
Singapore			X	X
Sri Lanka				X
Syria				X
Tajikistan				X
Thailand				X
Timor-Leste				X
Turkmenistan				X
United Arab Emirates			X	X
Uzbekistan				X
Vietnam				X
Yemen				X

Table 2 – CAF

Member Association	Category I	Category II	Category III	Category IV
Algeria		X	X	X
Angola				X
Benin				X
Botswana				X
Burkina Faso				X
Burundi			X	X
Cabo Verde				X
Cameroon		X	X	X
Central African Republic				X
Chad				X
Comoros				X
Congo				X
Congo DR				X
Côte d'Ivoire		X	X	X
Djibouti				X
Egypt		X	X	X
Equatorial Guinea				X
Eritrea				X
Eswatini				X
Ethiopia				X
Gabon				X
The Gambia			X	X
Ghana		X	X	X
Guinea				X
Guinea-Bissau				X
Kenya				X
Lesotho				X
Liberia				X
Libya			X	X
Madagascar				X
Malawi				X

Member Association	Category I	Category II	Category III	Category IV
Mali			X	X
Mauritania				X
Mauritius				X
Morocco		X	X	X
Mozambique				X
Namibia				X
Niger				X
Nigeria		X	X	X
Rwanda			X	X
São Tomé and Príncipe				X
Senegal		X	X	X
Seychelles				X
Sierra Leone				X
Somalia				X
South Africa		X	X	X
South Sudan				X
Sudan			X	X
Tanzania				X
Togo			X	X
Tunisia		X	X	X
Uganda				X
Zambia				X
Zimbabwe				X

Table 3 – Concacaf

Member Association	Category I	Category II	Category III	Category IV
Anguilla				X
Antigua and Barbuda				X
Aruba				X
Bahamas				X
Barbados				X
Belize				X
Bermuda				X
British Virgin Islands				X
Canada			X	X
Cayman Islands				X
Costa Rica		X	X	X
Cuba				X
Curaçao				X
Dominica				X
Dominican Republic				X
El Salvador			X	X
Grenada				X
Guatemala		X	X	X
Guyana				X
Haiti				X
Honduras			X	X
Jamaica			X	X
Mexico		X	X	X
Montserrat				X
Nicaragua				X
Panama				X
Puerto Rico				X
St Kitts and Nevis				X
St Lucia				X
St Vincent and the Grenadines				X
Suriname				X
Trinidad and Tobago			X	X
Turks and Caicos Islands				X
USA		X	X	X
US Virgin Islands				X

Table 4 – CONMEBOL

Member Association	Category I	Category II	Category III	Category IV
Argentina	X	X	X	X
Bolivia			X	X
Brazil	X	X	X	X
Chile		X	X	X
Colombia			X	X
Ecuador			X	X
Paraguay			X	X
Peru			X	X
Uruguay		X	X	X
Venezuela			X	X

Table 5 – OFC

Member Association	Category I	Category II	Category III	Category IV
American Samoa				X
Cook Islands				X
Fiji				X
New Caledonia				X
New Zealand			X	X
Papua New Guinea				X
Samoa				X
Solomon Islands				X
Tahiti				X
Tonga				X
Vanuatu				X

Table 6 – UEFA

Member Association	Category I	Category II	Category III	Category IV
Albania			X	X
Andorra				X
Armenia			X	X
Austria		X	X	X
Azerbaijan			X	X
Belarus			X	X
Belgium	X	X	X	X
Bosnia and Herzegovina			X	X
Bulgaria			X	X
Croatia			X	X
Cyprus			X	X
Czechia			X	X
Denmark		X	X	X
England	X	X	X	X
Estonia			X	X
Faroe Islands				X
Finland			X	X
France	X	X	X	X
Georgia			X	X
Germany	X	X	X	X
Gibraltar				X
Greece		X	X	X
Hungary		X	X	X
Iceland			X	X
Republic of Ireland		X	X	X
Israel			X	X
Italy	X	X	X	X
Kazakhstan			X	X
Kosovo			X	X

Member Association	Category I	Category II	Category III	Category IV
Latvia			X	X
Liechtenstein				X
Lithuania			X	X
Luxembourg			X	X
Malta			X	X
Moldova			X	X
Montenegro				X
Netherlands	X	X	X	X
North Macedonia			X	X
Northern Ireland			X	X
Norway		X	X	X
Poland			X	X
Portugal		X	X	X
Romania			X	X
Russia		X	X	X
San Marino				X
Scotland		X	X	X
Serbia			X	X
Slovakia			X	X
Slovenia			X	X
Spain	X	X	X	X
Sweden		X	X	X
Switzerland		X	X	X
Türkiye		X	X	X
Ukraine		X	X	X
Wales			X	X

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1937

Zurich, 31 July 2025

Amendments to the FIFA Clearing House Regulations

Dear Sir or Madam,

We are pleased to inform you of various amendments to the FIFA Clearing House Regulations, which will enter into force on 1 August 2025.

Background

Since the FIFA Clearing House went live in November 2022, more than 47,000 electronic player passports have been generated, resulting in over USD 500 million being allocated to more than 7,000 clubs worldwide and sent to the FIFA Clearing House entity (FCH). More than USD 300 million has already been paid out through FCH, with the outstanding amounts to be disbursed pending the successful completion of the compliance assessment process. Each club or Member Association making or receiving payments of training rewards has been requested to accept terms and conditions for each payment, and a new compliance assessment has been performed or reviewed by FCH for each transaction.

FCH launched a transformation project in 2024 to increase its operational efficiency through the creation of an online client portal for communication between clubs, Member Associations and FCH. To achieve better alignment in the processes between FIFA and FCH, other changes have been implemented in FIFA's Transfer Matching System (TMS) application.

It will now be easier for clubs and Member Associations to undergo the compliance assessment and be accredited to make and receive payments, streamlining the process and their interaction with FCH and enabling the consolidation of payments on a more secure platform.

Amendments to the FIFA Clearing House Regulations

- The main amendments are to be found in article 15. Paragraph 8 of that article clarifies the use of the FCH client portal for communication with and notifications to clubs and Member

Associations, while paragraphs 9 and 10 have been introduced to set out the rules and timelines relating to the compliance assessment and accreditation as an FCH client.

- Amendments to articles 16 and 17 have been made and definitions of "First Failure of the Compliance Assessment" and "Second Failure of the Compliance Assessment" have been introduced for the sake of clarity.

- The amendments to article 12 paragraphs 1 and 2 serve to delineate the responsibilities of the FIFA general secretariat and FCH in relation to the collection of clubs' contact information from Member Associations.

- Finally, minor amendments to article 13 and to the definitions were required as a result of changes in FCH's client relationship model and the renaming of documents issued by it.

The amended FIFA Clearing House Regulations are enclosed and are available on legal.fifa.com.

We thank you for taking note of the above and for informing your affiliated clubs accordingly. Please do not hesitate to contact Jan Kleiner, Director of Football Regulatory, at regulatory@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General

Encl. FIFA Clearing House Regulations

cc: - FIFA Council
- Confederations
- European Club Association
- FIFPRO
- World Leagues Association

TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1942

Zurich, 5 September 2025

Amendment to article 68 of the FIFA Disciplinary Code

Dear Sir or Madam,

We are pleased to inform you of an amendment to the FIFA Disciplinary Code (FDC), which was approved by the Bureau of the Council on 5 September 2025 and enters into force immediately.

The amendment concerns article 68 of the FDC on the cancellation of cautions, the previous version of which allowed the Disciplinary Committee to cancel cautions only once in any competition.

In recent years, the preliminary competitions of the FIFA World Cup across confederations have, in general, expanded in terms of the number of matches, the number of stages and overall duration. This expansion has had a direct impact on the application of the provision governing the cancellation of cautions, which was originally intended for shorter competitions with fewer matches and, critically, fewer stages or rounds of qualifying.

In light of the foregoing, and to ensure that the rule remains adapted to the current realities of modern competition formats, the Bureau of the Council has approved an amendment to article 68 of the FDC, to allow the Disciplinary Committee, upon a justified and reasonable request of a confederation and with due respect for the integrity of the competition, to grant additional cancellations of cautions.

The revised edition of the FIFA Disciplinary Code (September 2025) is enclosed for your perusal.

We thank you for taking note of the above. Should you have any questions or require further clarification, please do not hesitate to contact Américo Espallargas, Head of Disciplinary at disciplinary@fifa.org.

Fédération Internationale de Football Association
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Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

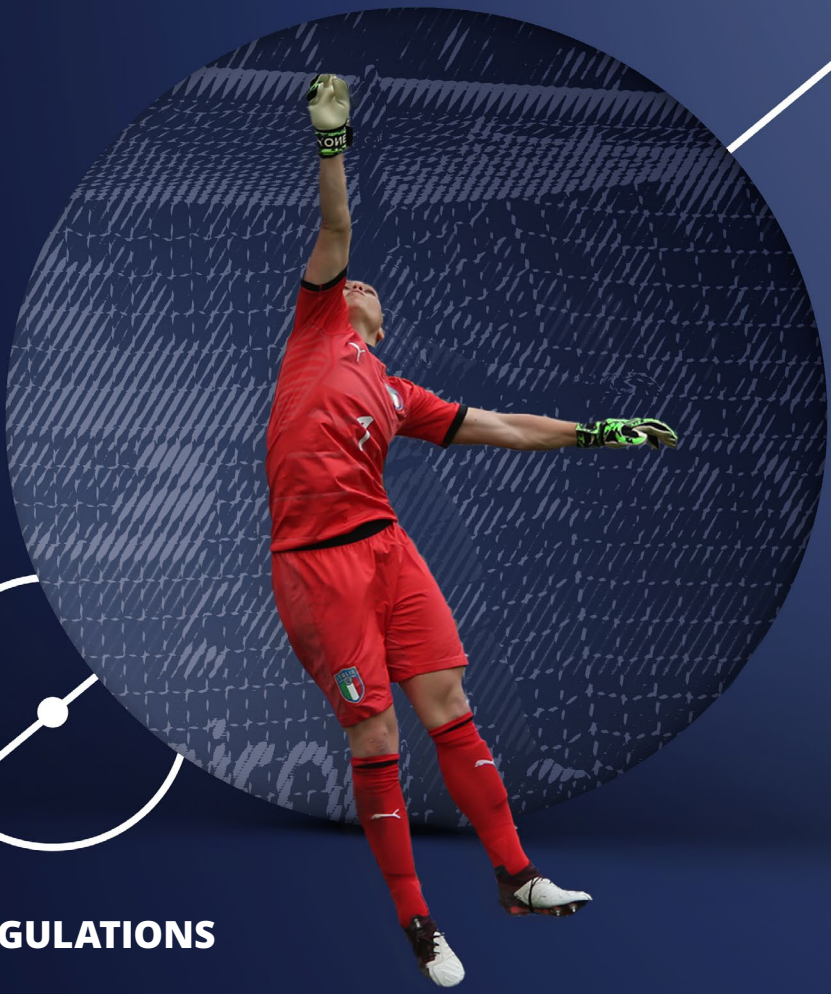


Mattias Grafström
Secretary General

Encl.: FIFA Disciplinary Code (September 2025 edition)

cc:
- FIFA Council
- Confederations
- FIFA Judicial Bodies
- Football Tribunal
- European Club Association
- FIFPRO
- World Leagues Association

FIFA®



REGULATIONS

FIFA Football Agent FAQs

VERSION 1.0 | MARCH 2023

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FIFA FOOTBALL AGENT REGULATIONS – FAQS

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INTRODUCTION

I.

FIFA®

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

II.

FIFA

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

III.

FIFA®

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:

i. 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.

FIFA®

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.

FIFA®

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.

FIFA®

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.

FIFA®

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

FIFA®

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.


FIFA®

VIA FIFA AGENT PLATFORM
Candidate

Zurich, 3 April 2024

FIFA Agent Platform – Football Agent licence application: notification of rejection
Ref. No. FAD-xxxxx *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 8 March 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been **rejected**. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam (hereinafter the "Exam")

After thoroughly reviewing your application, including the information provided in the Platform on 16 and 18 March 2024 as per FIFA's request for additional information, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, i.e., you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, from the information available to the FIFA general secretariat, it shows that you performed Football Agent Services to Player A and Player B ("Players") without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1], that you provided Football Agent Services to the Players as per the evidence below:

- Representation Agreement entered with Player A on 20 January 2024 (Enclosure 2.5.).

[1] You can find the case file in this link: Link A (available until 25 April 2024)

Fédération Internationale de Football Association
FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland T: +41 (0)43 222 7777 www.FIFA.com
Agents Department

- Communications with the Players with the purpose, objective and/or intention of concluding a Transaction, such as[2] (Enclosure 2.9):
    - With Player A:
        - "*I will find something in the Country A*".
        - "*Gonna speak with Club A and Club B*".
    - With Player B:
        - "*Trial opportunity. We will see*".
        - "*I will obviously continue to market you between now and then, but Club C is the closest option to concrete. (…). xx mil lempiras al mes, $xxxx.00 a month USD. (…). Nothing from Country B, at the moment*".
        - "*Club C is the most concrete thing we have at the moment for mid-season*".
        - "*I received a call a few minutes ago from the director of Club D for you. Asking me about a potential opportunity over in Country B"*

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent. Your licence application has therefore been rejected in the Platform.

Since you were found performing Football Agent Services without the required licence and said services were performed on 30 January 2024 at the latest, as per your last communication with Player A, please be informed that this decision prevents you from submitting a new licence application in the Platform until **30 January 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

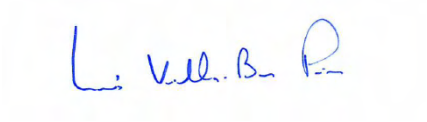
A copy of this letter has been provided to the association where the alleged FFAR infringements occurred and where you were supposed to take the Exam, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

[2] In Enclosure 2.9, on pages 59, 60, 69, 70, 73, 111, 118, 121, 124, 133, 134, 138, 139, 142, 151 and 152, additional communications with the Player B can be found, which evidences that you provided Football Agent Services to said player.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Soccer Federation and Country C Soccer Federation

VIA FIFA AGENT PLATFORM
Candidate

Zurich, 10 April 2024

FIFA Agent Platform – Football Agent licence application: notification of rejection
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 8 February 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been **rejected**. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam (hereinafter the "Exam")

After thoroughly reviewing your application, including the information provided by e-mail on 5 April 2024 as per FIFA's request for additional information and the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because a thorough analysis of all the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, from the information available to the FIFA general secretariat, it shows that you provided Football Agent Services to the Player A ("Player"), in the renegotiation of her employment contract at Club A ("Employment"), without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

- You entered a Representation Agreement with the Player through Company A on 24 January 2024, in which you are appointed to provide Football Agent Services on behalf of the Player, on the following terms (see Enclosure 2.4, page 1):

[1] You can find the case file in the link already provide to you in the Platform.

- "*The player shall pay a fee amounting to 5% of the basic gross income, as a result of any employment contract negotiated or renegotiated with any football club throughout the world. This can be paid in a one off lump sum or in monthly installments by standing order*"

- There is communication on record between you and the General of Club A (Enclosure 2.2) which clearly reflects the purpose, objective and/or intention of concluding a Transaction (i.e., Employment), such as:

  - On 24 January 2024, the same day the Representation Agreement was signed, you sent an email to the above-mentioned club, in which:

    - You state "*that Player A has now signed with Company A*"

    - You inform that you will "*be managing her from now on*".

    - You indicate that you received "*a copy of the new contract offer the club have made to her*" and;

    - You announce that you "*will be in touch within the next 48 hours regarding this*".

- Your social media post confirming that your agency signed up the Player (see Enclosure 2.3).

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent. Your licence application has therefore been rejected.

Since you were found performing Football Agent Services without the required licence and said services were performed on 24 January 2024 at the latest, as per your last communication with Club A, please be informed that this decision prevents you from submitting a new licence application in the Platform until **24 January 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred and where you were supposed to take the Exam, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Football Association

VIA FIFA AGENT PLATFORM
Candidate

Zurich, 22 April 2024

FIFA Agent Platform – Football Agent licence application: notification of rejection
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 31 March 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been **rejected**. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam (hereinafter the "Exam")

After thoroughly reviewing your application, including the information provided on 12 April 2024 as per FIFA's request for additional information and the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because a thorough analysis of all the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, from the information available to the FIFA general secretariat, it shows that you provided Football Agent Services to the club A and the player A, in his international transfer from club B ("Transfer"), without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player and the club A as per the evidence below:

- There are communications on record between you and Person A, who appears to be the Player's Football Agent (Enclosure 2.1 and 2.2.) which clearly reflects the purpose, objective and/or intention of concluding a Transaction (i.e., Transfer), such as:
    - On 14 October 2024, you sent a message to Person A, in which:

[1] You can find the case file in the link already provide to you in the Platform.

- You confirmed that you have contacted the Player and asked Person A if he has a mandate with him.
- You stated, "*Maybe we deal with him together*" and that you are willing to "*take commission from him together*".
- You proposed to the above-mentioned Football Agent different offers to be made to the Player and service fees that you are willing to receive:
  - "*xxxx$ salary 5 months*".
  - "*I want take xxx$ every month*".
  - "*Maybe he get xxxx$ salary. xxx$ for me and you commission can pay?*"
  - "*Or he can pay first salary xxxx$ for me and you*".
  - "*We each from xxxx$"*
- You proposed to speak with the Player together with Person A.
- You informed Person A that you "*also work with him*" (Player).

- Your confirmation that you provided Football Agent Services to the Player and the club A (see Enclosure 2.3), as follows:
  - "*Just he ask me help about player A transfer".*
  - "*After he go country A league. i'm was speak with with him and tell club A offer. after club signed with him*"
  - "*i'm was speak details with Person B"* (President of club A).

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent. Your licence application has therefore been rejected.

Since you were found performing Football Agent Services without the required licence and said services were performed on 14 October 2024 at the latest, as per your last communication with Person A, please be informed that this decision prevents you from submitting a new licence application in the Platform until **14 October 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred and where you were supposed to take the Exam, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country B Football Association and Football Association of Country C

VIA FIFA AGENT PLATFORM
Candidate

Zurich, 10 May 2024

FIFA Agent Platform – Football Agent licence application: notification of rejection
Ref. No. FAD-xxxxx *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 7 March 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been **rejected**. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam (hereinafter the "Exam")

After thoroughly reviewing your application, including the information provided in the Platform on 30 April 2024 as per FIFA's request for additional information and the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because a thorough analysis of all the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, from the information available to the FIFA general secretariat, it shows that you provided Football Agent Services to the player ("Player"), with respect to her professional contract with Club A ("Employment"), without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

- There is communication on record between you and Director of Football Administration and Governance of Club A (Enclosure 2.3) which clearly reflects the purpose, objective and/or intention of concluding a Transaction (i.e., Employment), such as:

[1] You can find the case file in the link already provided to you in the Platform.

- On 29 January 2024, you sent an email to the above-mentioned club, in which:
  - You sent a counteroffer regarding the Player's Employment:

    "24/25

    - *Salary of £xx pa, subject to Club B paying £xx pa*

      £xxx travel per month

    25/26

    - *Salary of £xx pa*
    - *£x if named on 50% of Club A's League A teamsheets*
    - *£xxx per goal*
    - *6 League A starts renegotiation*

      £xxx travel per month

    "26/27

    - *Salary of £xx pa*
    - *£x if named on 50% of Club A's League A teamsheets*
    - *£xxx per goal*
    - *£xxx travel time*
    - *8 League A start renegotiation"*

  - You informed about the "*10% agent fee for Player deal I will send Player rep over now*".

  - You were "*very disappointing over fee [agent fee]*" but "*good to know our side moving forward when conducting business with Club A*". Finally, it appears that you have "*what's app'd the Rep agreement Signed by the Company solicitor – Person A*" and requested to the above mentioned official to push to finalize the Player's contract.

- On 30 January 2024, once again you sent an email to the above-mentioned club official, in which:

FIFA

- You asked the club "*to include that the Agent Fees are still applicable if you she goes out on loan (which is highly likely)*".

- Only once the Employment was agreed, Person A, Football Agent and "*Company solicitor*" (as per your email above), signed the relevant representation agreement, showing again that the latter did not provide any Football Agent Services in this transaction, contrary to your position (Enclosure 2.6).

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent. Your licence application has therefore been rejected.

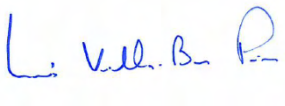
Since you were found performing Football Agent Services without the required licence and said services were performed on 30 January 2024 at the latest, as per your last communication with Club A official, please be informed that this decision prevents you from submitting a new licence application in the Platform until **30 January 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred and where you were supposed to take the Exam, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: The Football Association of Country A

VIA FIFA AGENT PLATFORM
Candidate

Zurich, 10 May 2024

FIFA Agent Platform – Football Agent licence application: notification of rejection
Ref. No. FAD-xxxxx *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 8 March 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been **rejected**. Please find below the reasoning for this decision.

As you are aware, article 4 paragraph 1 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam (hereinafter the "Exam")

After thoroughly reviewing your application, including the information provided by you on 16 and 23 April 2024 and as per FIFA's request for additional information and the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because a thorough analysis of all the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, from the information available to the FIFA general secretariat, it shows that you provided Football Agent Services to Player A ("Player"), in the context of an international transfer from Club A to Club B ("Transfer"), without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

- Confirmation from Club B that you represented "*Player in contract negotiations between Club B and the player*" (Enclosure 2.5.).

[1] You can find the case file in the link already provided to you in the Platform.

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FIFA-Strasse 20 P.O. Box 8044 Zurich Switzerland T: +41 (0)43 222 7777 www.FIFA.com
Agents Department

- There is communication on record between you and Club B officials (Enclosures 2.6 and 2.7) which clearly reflects the purpose, objective and/or intention of concluding a Transaction (i.e., Transfer), such as:

    - *"But with regards to the salary it was stated in the offer a guaranteed payment of Gross xxx.xxx USD and not pro rata. Please correct it in the draft of contract and resend it to me. Thank you. After I will forward it also for the final check to Player personally".*

    - *"Hello Person A, to be honest in the official offer is not mentioned „pro rata". (Pls see attached, as I have checked it to see if I made a mistake). Player ist expecting xxxk gross for 2024. That's how I explained the offer to her. If the payment is meant „pro rata" it should have been in written in the proposal. It is now a lot of less. What can be the solution ?"*

    - *"I have calculated xxxxxx $ from April to December. As I am right ? Pls confirm. I will try to explain it to her. But as it is my first negotiation with your club I understood it as it was written in the offers".*

    - *"We have three questions:*

        1. *Car payment*

        Do you pay the fee for the car or do Player pay from her salary the fee for the car. Is the written fee for the car the complete payment for it?

        2. *Housing payment*

        Do you pay the fee for the apartment or do Player pay from her salary the fee for it?

        3. *Hotel before getting permanent housing.*

        The club will cover 100% of these costs right?

        4. *Start of payment*

        Her payment will start from 1.4. correct? Or better immediately after the contract with Club A was terminated".

    - *"I can confirm the draft of contract".*

    - *"Hello Person B, I talked to Player again. Let's find the deal at xxk for marketing appearances in 2024 and xxk for 2025 ok?"*

- Your statement that you "*negotiated the terms of the Player with Club B, Person B – Director-, for the League contract*" (Enclosure 2.1.) in the context of an international transfer where

the licence to provide Football Agent Services is needed, contrary to your position (Enclosure 2.1).

- Service fee payments to be made to you by Club B for having providing Football Agent Services to the Player in the amount of USD xx,xxx in 2024 and potentially USD xx,xxx in 2025, if certain conditions are met (Enclosures 2.5. and 2.8.).

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent. Your licence application has therefore been rejected.

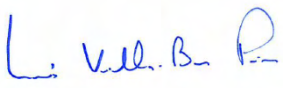
Since you were found performing Football Agent Services without the required licence and said services were performed on 4 April 2024 at the latest, as per your last communication with Club B official, please be informed that this decision prevents you from submitting a new licence application until **4 April 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred and where you were supposed to take the Exam, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Football Association and Country B Soccer Federation

VIA FIFA AGENT PLATFORM
Candidate

Zurich, 10 May 2024

FIFA Agent Platform – Football Agent licence application: notification of rejection
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 16 January 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been **rejected**. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam (hereinafter the "Exam")

After thoroughly reviewing your application, including the information provided in the Platform on 18 and 25 April 2024 as per FIFA's request for additional information and the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because a thorough analysis of all the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, from the information available to the FIFA general secretariat, it shows that you provided Football Agent Services to the coach A ("Coach"), in his move to League A ("Transfer"), without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Coach as per the evidence below:

- You entered a Representation Agreement with the Coach and League A through Company A on 3 January 2024, in which you are appointed to provide Football Agent

[1] You can find the case file in the link already provided to you in the Platform.

Services on behalf of the Coach, on the following terms (see Enclosure 2.9, pages 2 and 3):

- "*The Service Provider is appointed by the Coach to facilitate the negotiations on behalf of the Coach with the Club in order to conclude a valid employment contract (hereafter: "Employment Contract") between the Coach and the Club (hereafter: "Transaction")*".
- "*The Service Provider shall assist the Coach in the context of the following missions*:
  - *Discuss the fundamental desire of the parties to conclude the Employment Contract;*
  - *Discuss employment conditions (including, but not limited to, base salary range, compensation models, contract length, sporting ambitions and other relevant aspects);*
  - *Coordinate the negotiations between the Coach and the Club in terms of development of specific remuneration models and in the preparation of other factors relevant to the conclusion of an Employment Contract*;"
- "*In consideration for the services delivered leading towards the Transaction as described in art. 1.1 of this Agreement, the Service Provider will be entitled to: A fixed Commisson of 8 % of the coach's total gross income for the duration of the Coach's Employment Contract (hereafter: "Fixed Commission")*".

- Confirmation from League A that (Enclosures 2.1 and 2.7.):
  - You "*contacted Coach A's agent*".
  - You were "*the agent who represented the manager during the discussions regarding the employment conditions*".
  - "*Person A didn't provide any Football Agent Services*".
  - You communicated to said club a FIFA licence number that was not yours.
  - "*The use of his [Persona A] license is no more than an "honest mistake" from Applicant*".
- You stated in your position (Enclosures 2.10 to 2.13) that Person A, employee of your agency, provided Football Agent Services in this Transfer. However, when requested to provide the relevant evidence (Enclosure 1) nothing was provided to substantiate such statement. In fact, if one looks at the website of your agency (Enclosure 2.8):

- Person A is not listed as an employee of Company A; and
- said agency doesn't employ any individual that is licensed under the FIFA Football Agent Regulations.

- If indeed, Person A had provided Football Agent Services in this Transfer, then League A would not reach out to you requesting clarification about a licence number "*not linked to your name but to someone called Person A*".

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent. Your licence application has therefore been rejected.

Since you were found performing Football Agent Services without the required licence and said services were performed on 3 January 2024 at the latest, as per the date of signature of the Representation Agreement, please be informed that this decision prevents you from submitting a new licence application in the Platform until **3 January 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred and where you were supposed to take the Exam, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Football Association and Country B Football-Association

FIFA

Decision of the FIFA general secretariat

Case with ref. no. FAD-XXXX

Football Agent: A

14 June 2024

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A. Executive Summary

1. On 23 January 2024, FIFA received a request from Player A (hereinafter: "Player"), whereby the Player requested FIFA to investigate the football agent from Country A, (hereinafter: "Agent") for his alleged non-compliance with the eligibility requirements set out under article 5 para. 1 a) lit ii of the FIFA Football Agent Regulations (hereinafter: "FFAR") and to, consequently, suspend the licence of said Agent (*cf.* art. 17 FFAR).

2. In support of his request, the Player provided copies of three decisions (hereinafter jointly referred to as: "Decisions") issued by:

   A.) The Court of Arbitration for Sport, on 8 August 2019 – Annex 1 hereto.
   B.) "Le Tribunal d'arrondissement de Lausanne", on 29 March 2023 – Annex 2 hereto.
   C.) "La Cour d'Appel Pénale du Canton de Vaud", on 16 August 2023 – Annex 3 hereto.

3. In view of the content of the Decisions – adopted within proceedings involving the Player and the Agent – the Agent appears to have been convicted for having undertaken acts of forgery and fraud *cf*. articles 146 para. 1 and 251 paras. 1 of the Swiss Criminal Code, respectively.

4. The Agent currently holds a valid licence issued by FIFA (licence number: xxxxxx -xxxx).

5. Upon request for his position from the FIFA Football Agents' Department (Annex 4), the Agent has provided his comments (Annex 5), informing that the latest of the decisions mentioned *supra* (whereunder he is convicted for having committed said crimes) is being "*examined at the level of the Federal Tribunal Courts*".

6. In light of all these circumstances, in application of art. 17 para. 1 FFAR, the license of the Agent has been provisionally suspended.

B. Facts of the case

7. The Player and the Agent (hereinafter: the Parties) were professionally involved since 2016, when the Agent assisted the Player in negotiating his transfer on loan from Club A from Country A (hereinafter: "Club A"), Club B from Country A (hereinafter: "Club B").

8. However, no representation agreement seems to have been concluded between the Parties in the context of this transfer on loan.

9. In September 2017– upon the alleged adverse sporting results obtained by Club A, club to which the Player returned after the loan period – the Parties restarted conversations aiming at the transfer of the Player to a new club.

10. The Parties exchanged emails aiming at the transfer of the Player from Club A to the club from Country B, Club C, between September 2017 and the end of October 2017, also involving Club C.

11. By the end of November 2017, the Player informed the Agent that he would prefer to wait until January 2018 before undertaking further negotiations with Club C.

12. On 4 December 2017, the Player signed a Representation Agreement with Company A (hereinafter: Company A), with a clause stating that, if a contract was substantially negotiated or re-negotiated during the term of Company A, the Player shall pay Company A a commission of 10% of the Player's annual basic gross income.

13. On 13 January 2018, the Player and Club C signed an employment contract, valid as from 15 January 2018 until 30 June 2020, against payment of a total fixed remuneration of EUR x,xxx,xxx net or EUR x,xxx,xxx gross.

C. Proceedings in front of the Court of Arbitration for Sport (CAS)

14. On 8 May 2018, the Agent lodged a claim against the Player in front of the Court of Arbitration for Sport (hereinafter: "CAS") (CAS xxxx/x/xxxx), whereby the former requested the CAS to condemn the Player to pay the amount of EUR xxx,xxx, plus interest, which would correspond to 10% of the Player's basic gross income under the employment contract concluded between the Player and Club C.

15. In his claim, the Agent argued – *inter alia* – the following:

- That, on 18 October 2017, the Parties signed:

  a.) a Mandate in connection with the agent's services to be provided by the Agent to the Player concerning with the transfer of the Player from Club A to Club C and that the service fee (also referred to as: "commission") would amount to 10% of the Player's gross income (including salary, sign-on fees and loyalty fees). In addition, the Mandate states that, if the Player signed any representation agreement with an agent different to the Agent, the Player shall pay a penalty of EUR xxx,xxx. According to the Agent, the Mandate would have been signed by the parties during a meeting held on 18 October 2017;

b.) a Representation Agreement (hereinafter: the RA), in accordance with which the Parties would have further developed the terms and conditions set out in the Mandate. The RA further stated that the Player will pay to the Agent a commission of 10% of the Player's basic gross income as a result of any employment contract negotiated or renegotiated by the Agent. According to the Agent, the RA would have been signed by the Player digitally and sent to the Agent via e-mail (proof thereof provided).

16. In his reply, the Player argued that both, the Mandate and the RA, were fabricated by the Agent and that the signatures therein contained were copied from a different document signed by the Player and copied in said documents. Furthermore, the Player held that the e-mail address from which the RA was allegedly sent to the Agent is not his e-mail address. Lastly, the Player argued that the Agent played no role whatsoever in the conclusion of the employment contract with Club C.

17. In its Award (hereinafter: "CAS Award"), the **CAS found that the parties** (1) **did not sign the Mandate**, as the Agent failed to provide evidence that the Parties met on 18 October 2017 (as argued by the Agent) to sign it and the signature therein contained was not an original and (2) **signed the RA**, insofar as the Player did not "*disprove*" that the digital signature therein contained matched his digital signature, nor that the e-mail address used to send the signed version thereof to the Agent was not his e-mail address.

18. Therefore, having concluded that the Parties entered into the RA, the **Sole Arbitrator decided to award the Agent 50% of 10% of the total gross income of the Player under the employment contract with Club C, *i.e.* EUR xx,xxx** ((x,xxx,xxx*0.1)*0.5 = xx,xxx), plus interest and legal costs.

D. Proceedings in front of the Tribunal d'arrondissement de Lausanne

19. Following the issuance of the CAS Award, the Player filed a report in front of the Police in Lausanne, whereby the Player denounced that the Agent had committed acts of forgery and fraud in connection with the Mandate and the RA provided in front of the CAS.

20. After two hearings (held in January 2018 and January 2019), where the Parties were heard by **le Tribunal d'arrondissement de Lausanne**, on 16 February 2023, the said Tribunal **issued a decision** (hereinafter: "TAL Decision") **convicting the Agent for having undertaken acts of fraud and forgery *cf*. articles 146 para. 1 and 251 para. 1 of the Swiss Criminal Code**.

21. Equally, the said tribunal sentenced the Agent to 8 months of prison (suspended for a period of 2 years) and to the payment of a penalty of CHF x,xxx and to pay the legal costs of the Player (CHF xx,xxx), as well as the procedural costs (CHF x,xxx).

E. Proceedings in front of la Cour d'Appel Pénale du Canton de Vaud

22. Following the issuance of the TAL Decision, the Agent filed an appeal against it and a hearing was held on 16 August 2023 in front of the **Cour d'Appel Pénal du Canton de Vaud**, which **rendered a decision** (hereinafter: CAP Decision) **on 18 August 2023, whereunder the said Tribunal confirmed the TAL Decision** and further condemned the Agent to pay the Player's additional legal costs (CHF x,xxx), as well as the procedural costs incurred for the appeal proceedings (CHF x,xxx).

F. Applicable rules for Agent Licensing

23. Art. 5 par. 1 of the FFAR states that:

"*An applicant must:*

a) upon submitting their licence application (and subsequently thereafter, including after being granted licence):
[...]
ii. never been 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;" [...]

24. Art. 17 of the FFAR states that:

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 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"

G. Considerations from the Agents Department

25. As mentioned above, the Player provided the decision issued by la Cour d'Appel Pénale du Canton de Vaud, which confirmed the decision rendered by le Tribunal d'arrondissement de Lausanne that, on 16 February 2023, the Agent had been convicted:

25.1. of committing the crime of "*fraud*", in contravention of article 146 para. 1 of the Swiss Criminal Code; and

25.2. of the crime of "*forgery*", in contravention of article 251 para. 1 of the Swiss Criminal Code;

26. Consequently, the Court(s) sentenced the Agent to eight months of prison, which was suspended for a period of two years.

27. Furthermore, the Agent was ordered to pay a penalty of CHF x,xxx, the legal costs of the Player (CHF xx,xxx + CHF x,xxx), as well as procedural costs (CHF x,xxx + CHF x,xxx).

28. The Agent does not contest the foregoing but argues having appealed the latest of the decisions in front of the Swiss Federal Tribunal (without providing proof of having done so).

29. According to the eligibility requirements under art. 5 par. 1 of the FFAR, an applicant must, upon submitting their licence application (and subsequently thereafter, including after being granted licence), never been convicted of a criminal charge regarding matters related to, among others, fraud or forgery.

30. The relevant articles of the Swiss Criminal Code[1] state as follows:

Art. 146 para.1: "*Any person who with a view to securing an unlawful gain for himself or another wilfully induces an erroneous belief in another person by false pretences or concealment of the truth, or wilfully reinforces an erroneous belief, and thus causes that person to act to the prejudice of his or another's financial interests, shall be liable to a custodial sentence not exceeding five years or to a monetary penalty.*"

Art. 251 para.1: "*Any person who with a view to causing financial loss or damage to the rights of another or in order to obtain an unlawful advantage for himself or another, produces a false document, falsifies a genuine document, uses the genuine signature or*

[1] Please see link to the English version of the Swiss Criminal Code: https://www.fedlex.admin.ch/eli/cc/54/757_781_799/en

mark of another to produce a false document, falsely certifies or causes to be falsely certified a fact of legal significance or, makes use of a false or falsified document in order to deceive, shall be liable to a custodial sentence not exceeding five years or to a monetary penalty ".

31. With reference to both, the Mandate and the RA, both courts found that the Agent had undertaken acts of fraud and forgery:

    Page no. 22, section no. 4.1 of the TAL Decision confirms the commitment of the crime of fraud and forgery: « […] *Les conditions objectives et subjectives constitutives d'un faux matériel sont remplies, le contrats litigieux* [*i.e.* the Mandate and the RA]*, dont la portée juridique est claire, ayant été établis par Agent* [*i.e.*, the Agent]*, lequel a abusé de la signature du plaignant, pour se procurer un enrichissement illégitime au détriment de ce dernier. Agent sera donc reconnu coupable de faux dans les titres* ».

32. The Agent due to his conviction of crimes of fraud and forgery, in contravention of articles 146 para. 1 and 251 para. 1 of the Swiss Criminal Code, is currently breaching article 5 par. 1 a) lit ii of the FFAR.

33. Art. 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their licence shall automatically be suspended.

34. In view of all the above, the conviction of the crimes of fraud and forgery shall lead to the automatic provisional suspension of the Agent's licence.

35. With reference to the Agent's arguments according to which the decision in question is not final since there is a pending appeal before Swiss Federal Tribunal, the FIFA Football Agent FAQ document clearly states in point 3.7 that "*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.*[2]*"*. This interpretation was recently confirmed by the Court of Arbitration for Sport in its award in CAS xxxx/x/xxxx.

36. Consequently, as a conviction at the court of first instance (or second instance, if not definitive) rules the respective applicant unable to apply for the licence based on the eligibility requirements, the same *rationale* applies to an Agent already holding a Football Agent licence, insofar as a Football Agent shall always comply with the eligibility requirements *cf.* arts. 5 para. 2 b) and 17 para. 1 lit. a) FFAR.

[2] FIFA-Football-Agent-Regulations-FAQs.pdf

H. Conclusion

37. In view of the above, the FIFA general secretariat deems that the Agent's conviction for crimes of fraud and forgery has rendered him ineligible to continue being a Football Agent by virtue of art. 5 par.1 a) lit. ii FFAR.

38. Consequently, based on art. 17 para. 1 FFAR, the licence of the Agent must be provisionally suspended.

39. In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.

40. However, in order to ensure the possibility for the Agent to obtain an effective and impartial judicial review of the provisional suspension of his licence, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 57 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland.

I. Decision

41. The FIFA general secretariat notifies the Agent that:

41.1. the licence number xxxxxx -xxxx is provisionally suspended, as per article 17 par. 3 lit. a) of the FFAR; and

41.2. this is a final decision of the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

J. Attachments

- Annex 1 - Award issued by the Court of Arbitration for Sport on 8 August 2019.
- Annex 2 - Decision issue by le Tribunal d'arrondissement de Lausanne on 29 March 2023.
- Annex 3 - Decision issued by la Cour d'Appel Pénale du Canton de Vaud on 16 August 2023.
- Annex 4 - Correspondence to the Agent dated 14 March 2024

- Annex 5 - Position from the Agent dated 19 March 2024

FIFA

Decision of the FIFA general secretariat

Case with ref. no. FAD-xxxxx

Football Agent: A

17 June 2024

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A. Executive Summary

1. Mr. Agent A is a licensed Football Agent (hereinafter: "Agent") with license number xxxxxx-xxxx.

2. In order to confirm that the Agent was in compliance with the eligibility requirements set out under article 5 para. 1 a) lit. ii of the FIFA Football Agent Regulations (hereinafter: "FFAR") the Agents' Department requested the Agent to provide information regarding his criminal records, duly issued by the competent authority in Country A.

3. It appears from his criminal record that the Agent has been convicted for drug trafficking as per the Act xxxx.

4. Upon request for his position from the FIFA Agents' Department (Annex 1), the Agent informed that "*my conviction is not that of drug trafficking nor does it fall within that category. This was a 'low-level' drug conviction within its sentencing category*" (Annex 2).

5. However, it results from all the evidence and information on file that the Agent does not comply with the eligibility requirements set out under article 5 para. 1 a) lit. ii FFAR.

6. In light of all these circumstances, in application of art. 17 para. 1 FFAR, the license of the Agent has been provisionally suspended.

B. Facts of the case

7. On 19 March 2024, the FIFA Agents Department sent a request for information to the Agent A, to confirm if he complied with the eligibility requirements set out under article 5 of the FFAR; specifically, the Agent was requested to provide (i) a copy of his criminal records certificate issued by the relevant competent authorities in Country A, and (ii) if a conviction is stated in said certificate, his position in connection with said conviction (Annex 1).

8. On 20 March 2024, the Agent sent his response to the request for information via e-mail, providing an Enhanced XXX certificate, details of his conviction and stating that it was not related to drug trafficking (Annex 2).

9. On 21 March 2024, the FIFA Agents Department requested the Agent for the court decision related to his conviction (Annex 3).

10. On 21 March 2024, the Agent sent his response stating that, as highlighted in the e-mail, a jail sentence of 2 years and 4 months had been imposed on him by the City A Court on 16 September 2015 and that he had been released on 4 July 2016 (Annex 4).

11. Following some exchange of communications between the Football Agents Department and the Agent, on 26 March 2024, in support of his arguments, the Agent provided a copy of a Certificate of Conviction (hereinafter referred to as: "Certificate") issued by City A Court, case reference XXXXXXXXX (Annex 5).

12. As per the Certificate, the Agent appears to have been convicted on 19 August 2015 for *"Possess with intent to supply a controlled drug of Class A- Cocaine x1*".

13. On 16 September 2015, the Agent was sentenced to 2 years and 4 months of imprisonment.

C. The offence according Country A Prosecution Service

14. According to the Sentencing Guidelines of the Country A Court[1], it appears that there are four main offences associated with illegal drugs: possession, supply, production and importation.

15. *"Possession"* means being caught with drugs, even if they do not belong to the person caught, but *"possession with intent to supply"* is a more serious offence. *"Supply"* includes dealing or sharing drugs, even if just with friends. It does not require proof of payment or reward.

16. On the other hand, regarding the controlled drugs, they are classed according to their relative degree of overall misuse. The class of drug a person is caught possessing, supplying or producing affects the severity of the offence. Under the Sentencing Guidelines of the Country A Court "Class A" drugs (e.g., cocaine) are considered the most dangerous.

D. Applicable rules for Agent Licensing

17. Art. 5 par. 1 of the FFAR states that:

"An applicant must:

a) upon submitting their licence application (and subsequently thereafter, including after being granted licence):
[...]

[1] https://www.xx.xx

ii. never been 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;" [...]

18. Art. 17 of the FFAR states that:

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 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"

E. Considerations from the Agents Department

19. As mentioned above, the Agent provided a copy of a Certificate of Conviction issued by City A Court, with case reference XXXXXXXXX.

20. As per said Certificate, the Agent appears to have been convicted on 19 August 2015 for *"Possess with intent to supply a controlled drug of Class A- Cocaine x1*". Further, on 16 September 2015, the Agent was sentenced to 2 years 4 months imprisonment.

21. According to the Act XXXX, and Country A Drug Trafficking Act XXXX[2] possession with intent to supply is an offence for a person to have a controlled drug in their possession, whether lawfully or not, with the intent to supply it to another who has no legal right to possess it.

[2] https://www.xx.xx

22. Supply is the simple act of passing a controlled drug from one person to another. It does not matter if it was for profit or not. The issue of financial gain is only relevant for the purposes of sentencing.

23. Unlawful possession, unlawful supply and intent to supply 'controlled' and/or psychoactive drugs are classified as criminal offences under the Act XXXX and the Act XXXX[3].

24. Under the Country A Law referred above, to be charged with possession with intent to supply drugs, the person must be found to be in possession of a controlled drug with evidence to show the intention to pass the controlled substance to someone else who has no legal right to possess it.

25. Being charged with supplying drugs or being suspected of supplying drugs is considered a much more serious crime than simply being charged for possession of drugs. Distribution of drugs is not limited to dealing or selling drugs for profit—the issue of financial gain is primarily relevant for the purposes of establishing the scale and background to the supply chain and for sentencing.

26. Now, pursuant to article 1 "*Meaning of "drug trafficking" and drug "trafficking offence"*, paragraph (3) of Country A Act XXXX[4], possession and supply are also related to drug trafficking:

    (3) In this Act "drug trafficking offence" means any of the following—

    (a)an offence under section 4(2) or (3) or 5(3) of the Misuse [1971 c. 38.] of Drugs Act 1971 (production, supply and possession for supply of controlled drugs);

27. Notwithstanding the preceding, the Agent stated that his conviction was not related to drug trafficking. Nevertheless, according to Country A Law, the offence under which the Agent was found liable and sentenced confirms the opposite, i.e., indeed, the Agent was convicted and sentenced for drug trafficking.

28. According to the eligibility requirements under art. 5 par. 1 of the FFAR, an applicant must, upon submitting their licence application (and subsequently thereafter, including after being granted licence), never been convicted of a criminal charge regarding matters related to, among others, drug trafficking.

29. The Agent due to his conviction on 19 August 2015 for *"Possess with intent to supply a controlled drug of Class A- Cocaine x1"* and sentenced to 2 years 4 months imprisonment on 16 September 2015, is currently breaching article 5 par. 1 a) lit ii of the FFAR. In particular, there can be no doubt that the sentence that was imposed on the Agent by the competent court concerns *"drug trafficking"* in the meaning of article 5 par. 1 a) of the FFAR.

[3] https://www.xx.xx
[4] https://www.xx.xx

30. Art. 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their license shall automatically be suspended.

31. In view of all the above, the license of the Agent must be automatically and provisionally be suspended.

F. Conclusion

32. The FIFA general secretariat deems that the Agent's conviction for *"Possess with intent to supply a controlled drug of Class A- Cocaine x1*", which is considered drug trafficking under Country A Act XXXX, has rendered him ineligible to continue being a Football Agent by virtue of art. 5 par.1 a) lit. ii FFAR.

33. Consequently, based on art. 17 para. 1 FFAR, the license of the Agent must be provisionally suspended.

34. In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.

35. However, in order to ensure the possibility for the Agent to obtain an effective and impartial judicial review of the provisional suspension of his license, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 57 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland.

G. Decision

36. The FIFA general secretariat notifies the Agent that:

36.1. The license number xxxxxx-xxxx is provisionally suspended, as per article 17 par. 3 lit. a) of the FFAR; and

36.2. This is a final decision of the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

H. Attachments

- Annex 1 – Correspondence to the Agent dated 19 March 2024

- Annex 2 – Agent position.
- Annex 3 - Correspondence to the Agent dated 21 March 2024.
- Annex 4 – Communications between the Agents department and the Agent
- Annex 5 – Certificate of Conviction

FIFA

Decision of the FIFA general secretariat

Case with ref. no. FAD-xxxx

Football Agent: A

17 September 2024

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A. Executive Summary

1. Mr. A is a licensed Football Agent (hereinafter: "Agent") with licence number xxxxxx-xxxx.

2. In order to confirm that the Agent was in compliance with the eligibility requirements set out under article 5 para. 1 a) lit. ii of the FIFA Football Agent Regulations (hereinafter: "FFAR") the Agents' Department requested the Agent to provide information regarding his criminal records, duly issued by the competent authority in Country A.

3. It appears from his criminal record that the Agent has been convicted for fraudulent evasion of duty on 24 February 2010, *cf*. the Act xxxx S. xxx (x).

4. It results from all the evidence and information on file that the Agent does not comply with the eligibility requirements set out under article 5 para. 1 a) lit. ii FFAR.

5. In light of all these circumstances, in application of art. 17 para. 1 FFAR, the licence of the Agent has been provisionally suspended.

B. Facts of the case

6. On 8 August 2024, FIFA sent a letter to the Agent (Annex 1), requesting supporting documents (criminal records certificate issued by the relevant competent authorities in Country A) in relation to compliance with eligibility requirements, as established by articles 5 and 17 of the FFAR.

7. In support of this request, the Agent provided a copy of his criminal record on 15 August 2024 issued by the "Public Body" from 26 February 2024 and a written statement – Annex 2 and Annex 3 hereto, respectively.

8. As per his criminal record, on 24 February 2010, the Agent has been convicted for fraudulent evasion of duty, *cf*. the Act xxxx S. xxx (x), based on a decision from the sub-office of Government in Country B (hereinafter: "Country B court"). He was sentenced for one year and four months of imprisonment, wholly suspended and to pay a fine in the total amount of xxxx,xxx Euros.

9. In his written statement, the Agent states that:

   9.1. on January 19, 2007, he was returning to City A from a trip to City B and purchased cigarettes to bring back to Country A.

9.2. during a brief stopover in City C, his luggage was searched, and it was found that he had exceeded the allowable amount of duty-free cigarettes permitted into Country B. The items were later confiscated, and he continued his journey back to City A.

9.3. In 2014, while undergoing the employment process for a scouting role, he was required to provide a criminal record check and discovered that he had been convicted in relation to the incident in City C.

C. Applicable rules for Agent Licensing

10. Art. 5 par. 1 of the FFAR states that:

"An applicant must:

a) upon submitting their licence application (and subsequently thereafter, including after being granted licence):
[...]
ii. never been 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;" [...]

11. Art. 17 of the FFAR states that:

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 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"

D. Considerations from the Agents Department

12. As mentioned above, the Agent provided his criminal record issued by the Public Body of the Country A, which confirmed the decision rendered by the Country B court, on 24 February 2010, that the Agent had been convicted:

12.1. of committing the crime of "*fraudulent evasion of duty*", in contravention to the Act xxxx - S. xxx (x).

13. Consequently, the Country B court sentenced the Agent to one year and four months of imprisonment, wholly suspended.

14. Furthermore, the Agent was ordered to pay a fine of xxx,xxx.xx EUR (wholly suspended).

15. The Agent does not contest the foregoing but argues that "*Under the Country A Act, this conviction is now considered spent and therefore does not need to be disclosed during any employment applications*."

16. According to the eligibility requirements under art. 5 par. 1 of the FFAR, an applicant must, upon submitting their licence application (and subsequently thereafter, including after being granted licence), never been convicted of a criminal charge regarding matters related to, among others, fraud and tax evasion.

17. The relevant articles of the Act xxxx[1] state as follows:

Art. xxx para.x: "…."

18. The Agent, due to his conviction of fraudulent evasion of duty in contravention of article xxx para .x of the Act xxxx, is currently breaching article 5 par. 1 a) lit ii of the FFAR.

19. The conviction under Section 170(2) involves a fraudulent evasion of customs duties, which constitutes a *"criminal charge"* in the meaning of art. 5 para. 1 of the FFAR, which is equivalent to both *"fraud"* and *"tax evasion"* in the meaning of said article. Indeed, in light of the overall goals of the FFAR, notably to raise and set minimum professional and ethical standards for the occupation of Football Agents (art. 1 para. 2 lit. a) of the FFAR), to improve financial and administrative transparency (art. 1 para. 2 lit. d) of the FFAR) and to protect players (art. 1 para. 2 lit. e) of the FFAR), it is wholly justified to apply a strict measure, so that – in light of the criminal sentence in question – it is clear that the eligibility requirements as defined in art. 5 para. 1 of the FFAR cannot be considered as met.

[1] https://www.xxxx.xx

20. Art. 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their licence shall automatically be suspended.

21. In view of all the above, the conviction in question shall lead to the automatic provisional suspension of the Agent's licence.

22. With reference to the Agent's arguments, according to which, under the Country A Act, this conviction is now considered spent and therefore does not need to be disclosed during any employment applications, it is important to note that in accordance to Article 5(1)(a)(ii) of the FFAR, an applicant for a FIFA license must never have been convicted of a criminal charge, which includes serious offenses such as organized crime, drug trafficking, corruption, money laundering, and other significant crimes.

23. While the Act may allow a conviction to be "spent" under Country A law, this rehabilitation status does not erase the fact that there has clearly been a conviction in the meaning of FIFA's regulatory framework. FIFA's regulations are clear that a conviction for serious crimes, regardless of a possible rehabilitation under a specific national law, must disqualify an Agent from obtaining or maintaining a license.

E. Conclusion

24. In view of the above, the FIFA general secretariat deems that the Agent's conviction for fraudulent evasion of duty has rendered him ineligible to continue being a Football Agent by virtue of art. 5 par.1 a) lit. ii FFAR.

25. Consequently, based on art. 17 para. 1 FFAR, the licence of the Agent must be provisionally suspended.

26. In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.

27. However, in order to ensure the possibility for the Agent to obtain an effective and impartial judicial review of the provisional suspension of his licence, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 50 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland.

F. Decision

28. The FIFA general secretariat notifies the Agent that:

28.1. the licence number xxxxxx-xxxx is provisionally suspended, as per article 17 par. 3 lit. a) of the FFAR; and

28.2. this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

G. Attachments

- Annex 1 – Correspondence to the Football Agent on 8 August 2024.
- Annex 2 - Disclosure and Public Body certificate, from 26 February 2024
- Annex 3 – Position from the Football Agent dated 15 August 2024.

VIA EMAIL
Candidate

Miami, 12 September 2024

FIFA Agent Platform – Football Agent licence application: decision
Ref. No. FAD-XXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 4 May 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 paragraph 1 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information provided by you on 12 September 2024 as per FIFA's request for additional information and the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, from the information available to the FIFA general secretariat, it shows that you provided Football Agent Services to the player Player A ("Player"), in the context of an international transfer to the club Club A ("Transfer"), without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

- On 19 October 2023, you entered a Representation Agreement with the Player through Company A where you and your company "*will have the exclusive rights to represent the Player in any potential transfer negotiations with any professional football club based in Country A*" (Enclosure 2.1.).

[1] You can find the case file in the link already provided to you in the email.

- Confirmation from Club A and the Player in the player agreement that you provided Football Agent Services to the Player (Enclosure 2.2.), as follows:

  [screenshot of the player agreement]

- Your statement confirming that you were "*involved in facilitating the transfer of Player A to* Club A" (Enclosure 2.3).

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

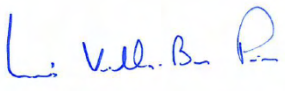
Since you were found performing Football Agent Services without the required licence and said services were performed on 19 October 2023 at the latest, as per the player agreement and the Representation Agreement, please be informed that this decision prevents you from submitting a new licence application until **19 October 2025**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Football Association

FIFA Legal & Compliance Division
396 Alhambra Circle, 6th floor, Coral Gables, Miami, Florida, USA 33134 T: +41 (0)43 222 7777 www.FIFA.com
Agents Department

FIFA

Decision of the FIFA general secretariat

Case with ref. no. FAD-xxxxx

Football Agent: A

16 September 2024

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A. Executive Summary

1. On 2 September 2024, FIFA received a report from the Football Association of Country A (Annex 1) stating that an individual performed football agent services on a transaction.

2. Following such report, FIFA requested the football agent, Agent A (hereinafter: "Agent"), to provide his position and any supporting documentation about his alleged non-compliance with the eligibility requirements set out under article 5 of the FIFA Football Agent Regulations (hereinafter: "FFAR").

3. In view of the content of all evidence collected by FIFA, it is clear that the Agent (at the time unlicensed) provided Football Agent Services to the player, Player A, with respect to the player's employment contract extension with the referred club (hereinafter: "Transaction").

4. The Agent has thus been found to have provided football agent services without a licence, and he thus breached article 5 par. 1 b) of the FFAR.

5. The Agent currently holds a valid licence issued by FIFA (licence number: xxxxxx-xxxx).

6. In light of all these circumstances, in application of art. 17 para. 1 FFAR, the licence of the Agent must be provisionally suspended.

B. Facts of the case

7. On 27 March 2024, Agent A submitted a licence application in the agent platform and confirmed that he complied with the eligibility requirements.

8. On 30 May 2024, FIFA issued a licence to Agent A and he consequently became a Football Agent, as defined in the FFAR.

9. On 2 September 2024, FIFA received a report from the Football Association of Country A (Annex 1) stating the following:

"*Please note that the Football* Association of Country A *has completed its investigation into a potential breach of Football* Association of Country A *Agent Regulations, in particular this related to the contract extension of Player A at Club A dated 19th January 2024.*

It was alleged that an individual who was not a FIFA Licensed Football Agent (and therefore not a Football Association of Country A Registered Football Agent) performed football agent services on the Transaction.

The Football Association of Country A investigation concluded that the individual did perform football agent services on the Transaction.

The Football Association of Country A subsequently issued a formal warning to Club A and Person A of Agency A (xxxxxx-xxxx) on 14th August 2024.

The individual who performed football agent services was Agent A of Agency A. He was not FIFA Licensed at the time but has subsequently obtained his license (xxxxxx-xxxx)".

10. On 3 September 2024, the FIFA Agents department sent a request for information to:

    10.1. the Agent, to confirm if he complied with the eligibility requirements set out under article 5 of the FFAR; specifically, the Agent was requested to provide:

        10.1.1. his position about the allegations that he provided Football Agent Services to the player A (hereinafter: "Player"), and/or the Club A (hereinafter: "Club") with respect to the Transaction; and

        10.1.2. any other information/documentation about said allegations (e.g. communications, offer, payments) (Annex 2).

    10.2. the Club regarding their position about the same allegations and any other information/documentation related thereto.

11. On 10 September 2024, the Agent provided his position and several documents to support that, "*with reference to the Transaction you have identified, I believe that from 1 January 2024 I did not in fact carry out any Football Agent Services (whether on behalf of Player A and/or the Club)*" (Annex 3).

12. On 12 September 2024, the Club provided their position and several documents (Annex 5). In short, the Club stated that the Agent:

    12.1. "*assisted Person A but the decision-making and negotiation on behalf of the Player was undertaken by Person A*"; and

    12.2. "*acted as Person A's secretary in the transaction*"

C. Applicable rules for Agent Licensing

13. Art. 5 par. 1 of the FFAR states that:

"An applicant must:

b) in the twenty-four months before the submission of a licence application, never have been found performing Football Agent Services without the required licence;

14. Art. 17 of the FFAR states that:

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 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"

D. Considerations from the Agents Department

15. Although the Agent denied the allegations, from the information available to the FIFA general secretariat, it shows that in January 2024, the Agent, at the time as an unlicensed individual, provided Football Agent Services to the Player, with respect to his employment contract extension with the Club, without the required licence, which makes him ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

16. More specifically, it is clear from the case file that Agent A provided Football Agent Services to the Player as per the evidence below:

16.1. There is communication on record between the Agent and the Academy Manager of the Club (Annex 3.2), Person B, and the Club Secretary, Person C (Annex 3.5) which clearly reflects the purpose, objective and/or intention of concluding a transaction (i.e., a football player's employment contract extension), such as:

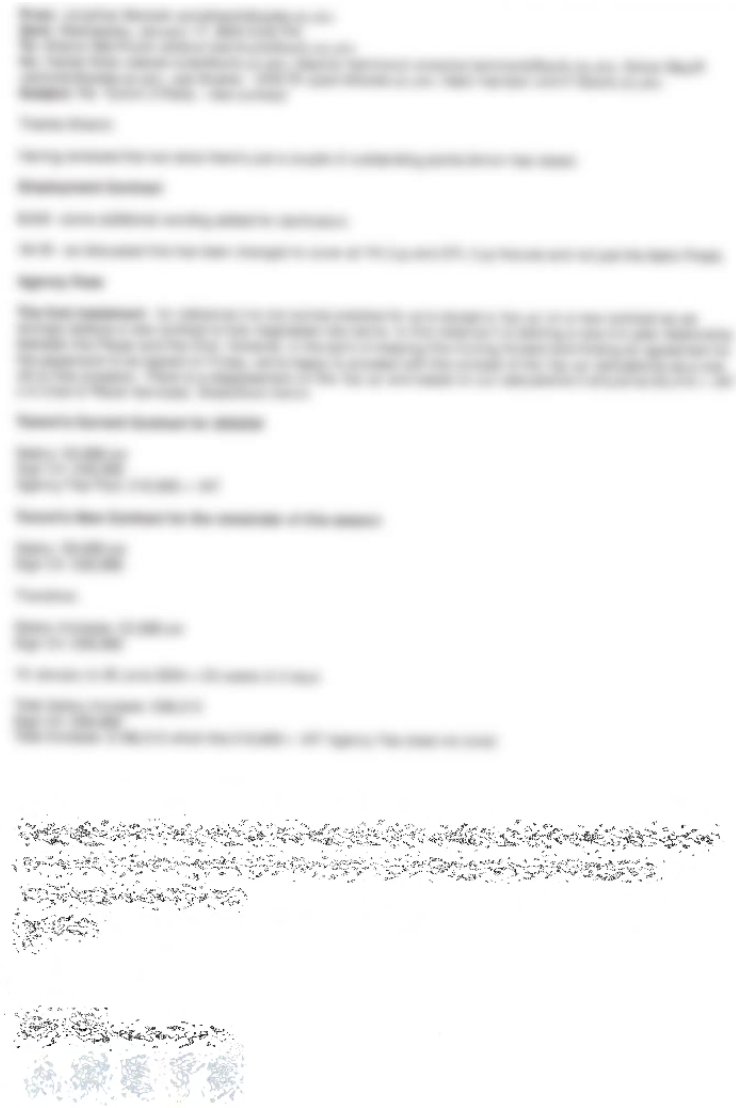
16.1.1. Following a catch-up meeting with Person B, on 9 January 2024 (late in the evening), Agent A answers to his email, about the Club's contract proposal to the Player, as follows:



16.1.2. Again, the Agent answered to another email from Person B on 10 January 2024 about the new contract proposals, after having spoken with the Player and attending a call with the Club:



16.1.3. On 17 January 2024, the Agent answered, this time to the Club secretary about the agency fees and the Player employment contract as follows (Annex 3.5):



17. The Agent states in his position that he "*was acting at all times under Person A's control and upon Person A's instruction*" or that he "*was communicating his [Person A] views (…), as a PA would often do in a larger organization*". However, this seems unplausible considering that:

    17.1. The first communication from the Club regarding the Transaction was sent to the Agent, who appears to have previously discussed with the academy manager about the Player with no reference whatsoever to Person A or any other licensed football agent at Agency A (hereinafter "Agency").

    17.2. The Agent presents himself, in email communication, as *"Director"* and *"Head of Talent Representation"* of the Agency, and not as a personal assistant.

    17.3. Never in any communication with the Club, did the Agent present himself as personal assistant of Person A, nor did he ever refer to himself as such.

17.4. Further, the Agent is a minority shareholder of the Agency ("*I also hold 20% of the shares (equity) of Agency A*"), which shows again the degree of responsibility and ownership of the Agency (and again, it clearly undermines the plausibility of the allegation that the Agent would simply be a personal assistant of Person A).

17.5. Finally, it cannot be overlooked that the Agent was the main contact of the Club with respect to the Player.

18. The fact that the Agent sent all his communications to Club A "*on behalf of Person A cc'd*" does not change the fact that he, individually and directly provided Football Agent Services. First, there are e-mails on record with the Club, in which the Agent did not indicate that he was – supposedly – communicating on behalf of Person A (Annex 3.5). Second, it is clear from the emails correspondence that the Agent participated in calls negotiating the Player's employment contract with the Club. Third, even considering that the bottom line of some emails indicates *"sent on behalf of Person A cc'd",* this does not change the fact that the Agent himself was also, individually and actively, involved in the Transaction and that he, individually and directly, provided Football Agent Services, in particular by his communication as per the email dated 17 January 2024.

19. Finally, one must remain mindful of avoiding possible circumventions of the FFAR and of its requirement that only licensed Football Agents may provide Football Agent Services. It cannot be enough to simply indicate in an email that the email is – allegedly – sent on behalf of someone else (i.e., on behalf of a licensed Football Agent), to avoid that the person sending such email would also require a license under the FFAR. A licence is issued to a natural person, is strictly personal and non-transferable, and simply copying a licensed Football Agent to an email within a Transaction does not meet the relevant requirements under the FFAR, in particular, the principle that only licensed Football Agents may provide Football Agent Services (article 11 para. 1 of the FFAR).

20. There is, accordingly, no doubt that both the Agent and Person A were indeed providing Football Agent Services to the Player in the Transaction by:

20.1. providing advice on, and assistance with, the negotiation and conclusion of an employment contract.

20.2. performing any communication relating to an employment of the Player

20.3. representing clients at meetings; and

20.4. discussing the terms of possible deals with clients[1].

[1] Please see page 13 of FAQ.

21. Finally, it is worth mentioning also that the definition of Football Agent Services and examples of the same were already provided by FIFA in March 2023[2], which seems sufficient time to grasp what said services encompass, in particular to an individual that have been working in the Agency and in this market for close to a decade.

22. The Agent has thus been found providing Football Agent Services without a licence. Accordingly, he breached article 5 par. 1 b) of the FFAR.

23. Art. 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their licence shall automatically be suspended.

24. In view of all the above, performing Football Agent Services without a licence shall lead to the automatic provisional suspension of the Agent's licence.

E. Conclusion

25. In view of the above, the FIFA general secretariat is convinced that the Agent has been found performing Football Agent Services without the required licence. This renders him ineligible to continue being a Football Agent by virtue of art. 5 par.1 b) FFAR.

26. Consequently, based on art. 17 para. 1 FFAR, the licence of the Agent must be provisionally suspended.

27. Since the Agent was found performing Football Agent Services without the required licence and said services were performed on 17 January 2024 at the latest, as per the Agent's last communication with a Club official, this decision prevents the Agent from submitting a new licence application in the agent platform until 17 January 2026.

28. In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.

29. However, in order to ensure the possibility for the Agent to obtain an effective and impartial judicial review of the provisional suspension of his licence, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 50 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland.

[2] Please see FAQ

F. Decision

30. The FIFA general secretariat notifies the Agent that:

30.1. the licence number xxxxxx-xxxx is provisionally suspended, as per article 17 par. 3 lit. a) of the FFAR.

30.2. the Agent is prevented to submit a new licence application in the agent platform until 17 January 2026.

30.3. this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

G. Attachments

- Annex 1 – Report from the Football Association of Country A.
- Annex 2 – Correspondence to the Agent dated 3 September 2024
- Annex 3 – Position from the Agent dated 10 September 2024.
- Annex 4 – Correspondence to the Club dated 3 September 2024
- Annex 5 – Position from the Club dated 12 September 2024

VIA E-MAIL
Applicant A

Miami, 25 October 2024

Football Agent licence application: decision
Ref. No. FAD-xxxxx *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 12 February 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information provided by e-mail on 27 September 2024 as per FIFA's request for additional information and the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, from the information available to the FIFA general secretariat, it shows that you provided Football Agent Services to Player A ("Player"), in the negotiation of his employment contract at Club A ("Employment"), without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

- Your confirmation that you "*have a representation contract in place with him that expires on 12/02/2025. During the off season I received a call from the club in question about the client*

[1] You can find the case file in the link already provide to you in the Platform.

so I worked with the club and the client to get the deal done and over the line." (see Enclosure 2.1).

- The renumeration clause in the Employment Contract (see Enclosure 2.2, Schedule 2, Clause 8.3) stating:
    - "*Club A will pay the players agent Applicant A (xxxxxxxxx) Currency Country A on the 15th of September 2024 on receipt of a valid VAT invoice.*

      This payment is subject to the player remaining in the employment of Club A on this date and the player having a current representation agreement with Applicant A on this date and submitted to the Country A Football Association."
- Your signature in the Employment Contract with Club A, confirming that you provided Football Agent Services on behalf of the Player (see Enclosure 2.2, Schedule 2, under Clause 14);
- The "Football Agent Declaration Form" where it is clearly declared that you acted as a "Country A Football Association Registered Football Agent" on behalf of the Player (see Enclosure 2.3).
- There is communication on record between you and the Managing Director of Club A (Enclosure 2.4) which clearly reflects the purpose, objective and/or intention of concluding a Transaction (i.e., Employment):
    - On 14 June 2024 you sent an email to the above-mentioned Managing Director, in which:
        - You state "*Pleased to finally get the Player A deal over the line this week and I am sure he will be a real success at Club A and Person A and Person B will get the best out of him*"; and
        - You ask how the payment for the services would be made.
        - Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

Since you were found performing Football Agent Services without the required licence and said services were performed on 1 July 2024 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **1 July 2026**. Please

note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

Yours faithfully,

On behalf of the
Agents Department

Daniel Freitas



Legal Counsel

Copy: The Country A Football Association

VIA E-MAIL
Mr Applicant A

Miami, 25 October 2024

Football Agent licence application: decision
Ref. No. FAD-xxxxx *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 31 July 2023 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information provided by e-mail on 24 September 2024 as per FIFA's request for information (Enclosure 1) and the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the player A ("Player"), in the negotiation of his employment contract at Club A ("Employment"), without the required licence, in the context of his international transfer from Club B to the referred club, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

- Your confirmation that you "*helped Player A to Club A*" (see Enclosure 2.1).

[1] You can find the case file in the link already provide to you in the email.

- The statement of the Player in his Employment Contract with Club A (Addendum C), that he appointed you/your agency Company A to provide Football Agent Services on his behalf, on the following terms (see Enclosure 2.2, page 10):

    - "*I, Player A, hereby certify I have retained the Intermediary listed on the previous page (ADDEMDUM C) to represent me in my contract negotiations with your Club. This representation will remain in effect until my intermediary, or I communicate in writing to the League and club that the representation agreement has been terminated. Additionally, I agree and accept that I am solely responsible for any costs associated with the compensation of my intermediary".*

- There is an official communication from the Authorized Club Representative from Club A from 22 March 2024 (Enclosure 2.3), confirming that you provided Football Agent Services to the Player:

    - "*03/22/2024*

      UNLICENSED FIFA AGENT DECLARARION

      To Whom it May Concern,

      I Person A, am the Authorized Club Representative for Club A (the "Club"), which participates in the Association A, in the 3rd division of professional soccer sanctioned by Country A, and I am authorized to make this declaration on behalf of the Club.

      The Club has signed Player A (the "Player") to a professional contract (the "Contract). During the negotiations of the Contract, the Player was represented by Applicant A (the "Agent"), as indicated in further detail on Addendum C of the Contract. The Agent is not a FIFA licensed agent but was retained by the Player and as noted in Addendum C, was involved in the negotiation of the Player's contract. For the Agent's work, the Player and agent, Applicant A, have agreed on a no payment agreement. There will be no compensation for agent representation.

      The Club has notified the Agent that FIFA prohibits anyone other than FIFA-licensed agents from engaging in "Football Agent Services", defined in FIFA's Football Agent Regulations as "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"

- Your social media post confirming that your agency signed up the Player (see Enclosure 2.4).

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

Since you were found performing Football Agent Services without the required licence and said services were performed on 12 March 2024 at the latest, as per the signing of the Employment Contract, please be informed that this decision prevents you from submitting a new licence application in the Platform until **12 March 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

Yours faithfully,

On behalf of the
Agents Department



Daniel Freitas
Legal Counsel

Copy: Country A Football Association

FIFA

Decision of the FIFA general secretariat

Case ref. no. FAD-XXX

Football Agent: A

25 October 2024

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A. Executive Summary

1. Agent A is a licensed Football Agent (hereinafter: "Agent") with license number xxxxxx-xxx.

2. In order to confirm that the Agent is in compliance with the eligibility requirements set out under article 5 para. 1 a) lit iv and v of the FIFA Football Agent Regulations (hereinafter: "FFAR") the FIFA Football Agents' Department requested the Agent to provide information regarding his potential Interest (as defined in the FFAR) or his position in a Club, league, association or Academy.

3. Upon request for his position from the FIFA Football Agents' Department **(Annex 1)**, the Agent has provided his comments **(Annex 2),** informing that he has no interest in any Club, Academy, League or Association.

4. However, it results from all the evidence and information on file that the Agent did not comply with the eligibility requirements set out under article 5 para. 1 a) lit. i, iv and v FFAR.

5. The Agent was found responsible for providing misleading information regarding his active role and position within a club when submitting his licence request and subsequently thereafter, which makes him ineligible to hold a licence.

6. In light of all these circumstances, in application of art. 17 para. 1 FFAR, the license of the Agent has been provisionally suspended in view of the following considerations.

B. Facts of the case

7. On 13 January 2023, the Agent submitted a legacy path license application in the Platform (as defined in the FFAR) as provided in article 23 of the FFAR. In that application, the Agent confirmed that he complied with the eligibility requirements established by the FFAR.

8. On 20 March 2023, the license number xxxxxx-xxx was granted to the Agent.

9. On 14 March 2024, the FIFA Agents Department sent a request for information to the football agent, Agent A, to confirm that he complies with the eligibility requirements set out under article 5 of the FFAR **(Annex 1)**; in particular whether he has any Interest in the club A or in any other Club or Academy, and to specify:

   (i) official name of Club and /or Academy;
   (ii) entity to which it is affiliated (club or association, as applicable);

(iii) his exact position and a short explanation of his tasks; and
(iv) specify if he is an employee and/or has any contract with that Club and /or Academy.

10. On 19 March 2024, the Agent sent his response to the request for information via e-mail, stating as follows **(Annex 2)**:

> *Ref. No. FAD-xxx*
>
> *I acknowledge receipt of your letter of 14 March, the contents of which have been duly noted.*
>
> *With regard to your request, I would like to inform you that **I have no interest in Club A or any other club, academy, league or association**.*
>
> *Also, **I am not an official of Club A, or of any other club, academy, league or association**.*
>
> *I thank you for your kind attention to the above and remain at your disposal; should you have any queries.*

11. On 27 March 2024, the FIFA Agents Department sent a new request for information and clarification to the Agent **(Annex 3)**.

12. On 31 March 2024, the Agent requested an extension deadline due to the holidays which was granted by FIFA Agents Department on the same date (**Annex 4).**

13. On 10 April 2024, the Agent sent his response to the request for information via e-mail, attaching the following documents **(Annex 5):**

a. Letter of 10 April 2024, which in the relevant part states as follows **(Annex 6)**:

> *I acknowledge receipt of your letter of 27 March, the contents of which have been duly noted.*
>
> *First of all, I would like to reaffirm that I am not an official od Club A or its sports company.*
>
> *My only relationship with "Club A" goes back to the date of constitution of its sports company, called "Company A", when I participated in the respective constitution process, through my company "Company B" and participated in the corresponding social capital, also through this company.*
>
> *However, my relations with the mentioned Company A ceased on September 2020, the date of which the company "Company B" sold all the shares it held in "Company A".*
>
> *...*

b. Notary deed of constitution of Club A, which in the relevant part shows the following **(Annex 7)**:

CONSTITUTION OF COMPANY A--------On the twenty-fifth of July two thousand and eighteen, before me, notary public, Notary A, at my Registry Office located at Address A, the following appeared to sign

...

Agent A, sle, of legal age, born in Country A, residing at Address B, holder of a citizen's card with the civil identification number xxxxxxxx, issued by the Country B Republic, valid until 5 February 2020,----- --- That he grants in his capacity as sole shareholder and manager in representation of the sole shareholder commercial company under the name "Company B", with registered office at Address B, legal person number xxx.xxx.xxx, registered at the City A Commercial Registry Office under the same number, with share capital of five hundred euros, that he is the person who has effective control of the company

...

DECLARE THE PARTIES, in the aforementioned capacities: -------- -That by this deed, by legal personalisation of the senior football team of Club A, a team not participating in professional competitions, between this association, represented by the first parties and the same first parties, and the company represented by the second party, constitute a sports limited liability company, under the terms of article 3(c) and article 8 of Decree-Law no. 10/2013, of 25 January.º 3.° e do art.8.° do Decreto-Lei n.° 10/2013, de 25 de Janeiro, which adopts the name Company A", NIPC xxx.xxx.xxx, with its registered office in City B.

The purpose of the company hereby incorporated is to participate in football competitions, to promote and organize sporting events and to promote or develop activities related to the practice of football.

...

e) by the shareholder "Company B", here represented by the second party, is subscribed the sum of thirty-nine thousand nine hundred and eighty-five euros, corresponding to seven thousand nine hundred and ninety-seven category "B" shares, with a nominal value of five euros each, paid up as follows:

...

c. Central Registry of beneficial Owners 514966831 – Company A, SAD. Declaration Submitted on 02/09/2020 - 19:00:48 RCBE code: d93ef646-d627-426a-af7b-6034c1a35f6e **(Annex 8).**

...

Company name: Company A Fiscal number: 514966831 – Country B
Address: Country B Email: xxxxxxxxxxx@GMAIL.COM
Legal name: Company A CAE: xxxxx

...

Collective Partnerships:
Legal Person 1:
Company name: Company A
Tax number: xxxxxxxxx – Country B
Address: Country B Email: xxxxxxxxxxxxx@GMAIL.
Social Participation: 20%
…

d. Permanent Commercial Certificate of Company A Access Code: xxxx-xxxx-xxxx **(Annex 9)**

NIPC (Collective person / Registration identification number): xxxxxxxxx
Company name: Company A
Legal Status: Public limited company
Registered head office: Address C
District: A Municipallity: A
Object: participation in professional football competitions, promotion and organisation of sports events and promotion development of activities concerning professional sport activities od football
…

Rec.3 PRESENTATION 32/20210805 17:34: 56 UTC- PROVISIONAL DUE TO LEGAL FORMALITIES – ***APPOINTMENT OF MEMBER(S) OF THE CORPORATE BODY(IES) (ONLINE)***

APPOINTED BOY(IES):

BOARD OF DIRECTORS:

Name/Company name: Agent A
NIF/NIPC (taxpayer/collective person identification number): xxxxxxxxx
Position: Chairman
Residence/ Registeres head office: Address B
…
(emphasis added)

14. On 10 July 2024, the Agents Department sent a request for information to the Country B Football Association **("XXX")** to whether the Agent had any interest in Club A and/or any other Club or Academy affiliated to the Country B Football Association (**Annex 10)**.

15. On 15 July 2024, the Country B Football Association sent its response stating as follows **(Annex 11):**

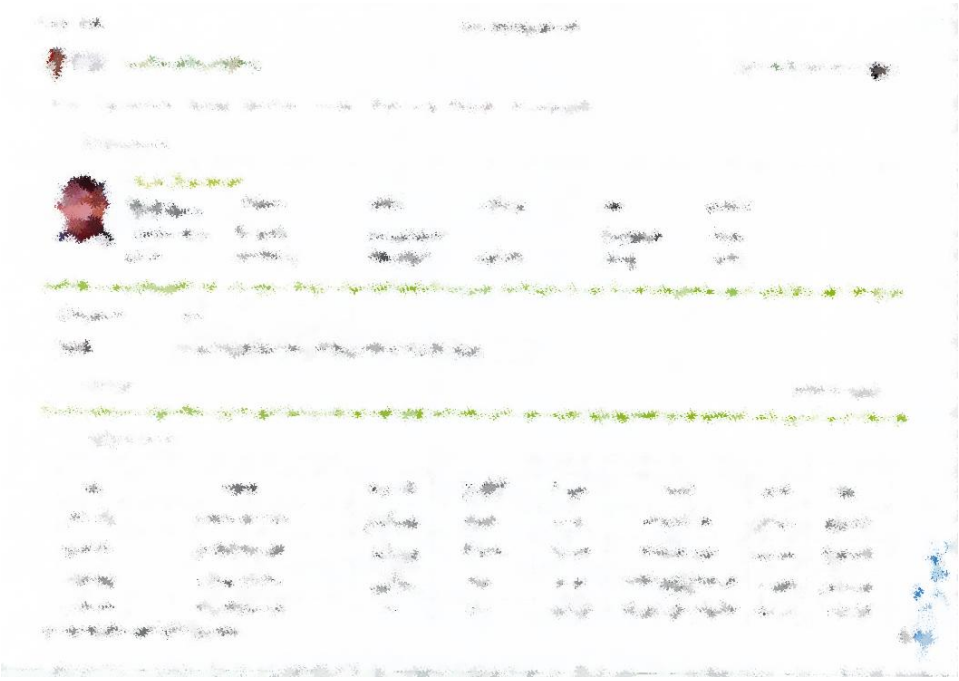
- *According to our* ***database on the 2022/2023 and 2023/2024 sports season Agent A has been registered as Club A Chairman of the Board of Directors*** *- Doc 1****;***

- *The registration on our database is made by the Regional Association where the Club geographically "belongs"* ***and therefore we asked the Association for documents regarding the Club's board of directors****;*
- *Club A is a club that only participates on regional competions (sic) and the last records we have of them are dated of 18-09-20219 (sic);*
- *In reply to our demand the Region A Regional Association sent us a document dated of* ***18 september 2023*** *where ti (sic) says that due to professional incompatibilities* ***Agent A renounced to his position of Chairman of the Board of Directors*** *regarding the triennium mandate of 2023-2025 - Doc 2;*
- *On the present 2024/2025 sport season and until now Agent A has no registration in any quality or position on our database;*

(emphasis added)

16. Likewise, the Country B Football Association attached documents regarding the role of the Agent before this federation **(Annex 11):**

1. Registrations of officials at Country B Football Association



2. Minutes number 4 of 18 September 2023 concerning the Ordinary General Assembly of Company A, where the following was resolved:

Ponto ÚNICO: ***Deliberar sobre a eleição do Novo presidente do concelho de Administração, Person A, por renuncia do atual Agent A*** *para o mandato relativo ao triénio 2023-2025; por inconpatiblidades profissionais.*

…

Ponto ÚNICO: Foi deliberado por unanimidade eleger para o mandato relativo ao triénio 2021-2023 o Person A e dispensados de prestar caução as seguintes pessoas:

...

CONSELHO DE ADMINISTRAÇÃO -
Presidente: ***Person A*** *NIF xxx xx xxx, solteiro, Belas titular do cartão de cidadão com o número de identificação civil xxxxxxxx x xxx, com residencia em Address D,*

Nada mais havendo a tratar, foi encerrada a sesão, dela se lavrando a presente acta, a qual depois de lida vai assinada pelo Presidente da mesa-da-assambleia-geral e pelo secretario, em sinal de conformidade.

O Presidente da mesa-da-assambleia-geral:

O Secretario da mesa-da-assambleia-geral:



Free translation into English

SINGLE ITEM: ***To decide on the election of the new Chairman of the Board of Directors, Person A, following the resignation of the current Agent A*** *for the three-year term 2023-2025, due to professional incompatibilities.*

...

SINGLE POINT: It was unanimously decided to elect Person A for the three-year term 2021-2023 and to exempt the following persons from providing a guarantee:

...

BOARD OF DIRECTORS -
Chairman: ***Person A*** *NIF xxx xx xxx, single, Belas, holder of citizen's card with civil identification number xxxxxxxx x xxx, residing at Address D*

With no other business to discuss, the meeting was adjourned, and these minutes were drawn up, to be signed as read by the chairman of the board at the general meeting and by the secretary as a sign of approval.
The chairman of the board at the general meeting: [Signature]
The secretary of the board at the general meeting:
[Signatures]

17. On 29 August 2024, the FIFA Agents Department sent a new request for information to the Agent, asking for a detailed explanation about the new President of the Board, Person A **(Annex 12).**

18. On 3 September 2024, the Agent responded stating as follows **(Annex 13)**:

"*In response to your request, I hereby inform that:*

(i) ***I had no role or position in Club A between 13 January and 18 September 2023****:*
(ii) The relationship that I have with Person A ***is a parental relationship, as Person A is my father;"***

(emphasis added)

19. In addition, the Agent enclosed Person A's identity card (**Annex 13 bis**), and the translation into English of the Club A Incorporation agreement and the Central Register of beneficial Owners of said club.

20. On 11 September 2024, the FIFA Agents Department requested the Country B Football Association, to confirm whether the Agent has participated in any transfer - from or to – Club A at national level during the transfer windows of 2023 and 2024 **(Annex 14).**

21. On the same date, the Agent was requested to provide **(Annex 15):**

(i) The Share Purchase Agreement signed on 2 September 2020 with Company B and Person A;

(ii) The report prepared by the statutory auditor and any other document that expressly contains a detailed explanation of the twenty-eight thousand nine hundred and sixty- six and ninety-nine centimes that were paid in kind, by means of the transfer by the said company, to the Company A.

22. On 13 September 2024, the Agent provided the required documentation with the corresponding translation into English **(Annex 16 a-d)**.

23. On 17 September 2024, the Country B Football Association sent the following information **(Annex 17 a-c)**:

> *Following your notification dated of 11th september 2024 regarding the above mentioned subject we hereby inform you as follows:*
>
> *- On the 2023/2024 all the players registered by Club A were amateurs therefore the registration was made without contracts or any other documents that could prove the intervention of any other agent on the process besides the player and the Club trough it's representatives;*
>
> *After consulting the Amateur player Registration Form we can see that from the total of 54 registrated players Agent A signed 45 of them as Club representative - we're sending the documents in attachment;*
>
> *We're also sending in attachment one document where the Club A says that they no longer need one player so it's a Dispense Letter* ***signed by Agent A and it's stated that he is acting and signing as President of the Board of Directors;***
>
> *In conclusion on the transfer window of 2023/2024 we don't have proof that Agent A has acted as a Player's Agent on any transfer - from or to Club A* ***but we have proof that he acted as a Club President on the registration of 45 players on that Club.***
>
> *(emphasis added)*

24. On 17 September 2024, FIFA Agents Department sent a new request to Country B Football Association to provide the following documents/information **(Annex 18)**:

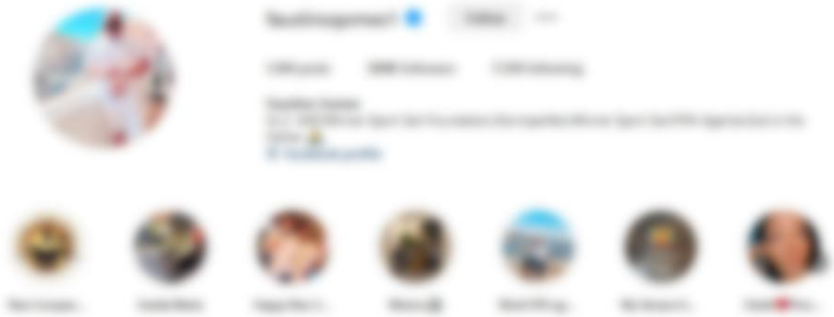
> *- The documents with which the representatives of Club AAgent A and Mr. Person B, have identified themselves to prove their identity and signatures.*
>
> *- The document containing their powers of attorney to verify and confirm their capacity to sign on behalf of Club A.*

25. On 25 September 2024, the Country B Football Association sent the list of the Regional Association of Region B with the valid signatures of the President – Agent A and the Vice-President of the Board of Directors of Company A on the 2023/2024 Season and the identifications of the Agent A and Person B **(Annex 19)**.

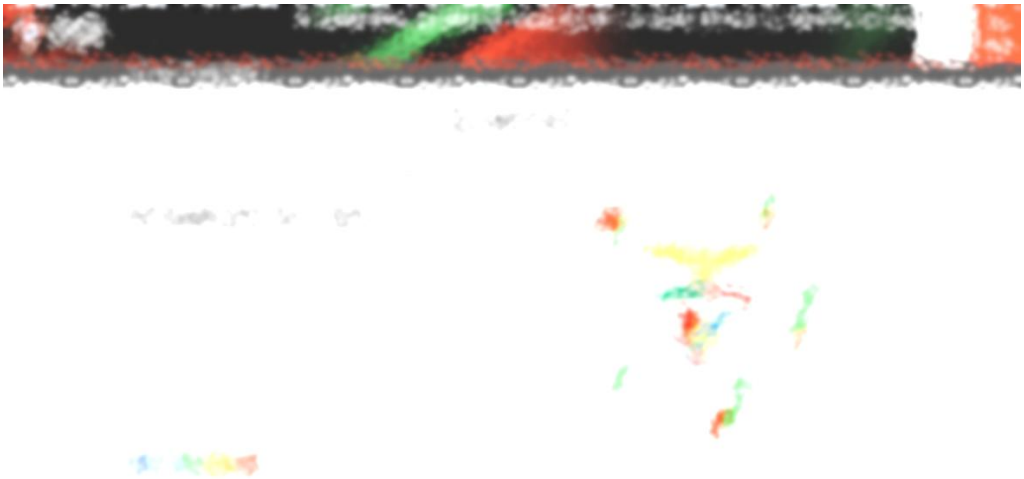
C. The evidence available

26. According to the Agent's social media (see below), when granting his license i.e., on 20 March 2023, the Agent was the "CEO-President of Club A", an affiliated Country B Football Association [1] club (see below):





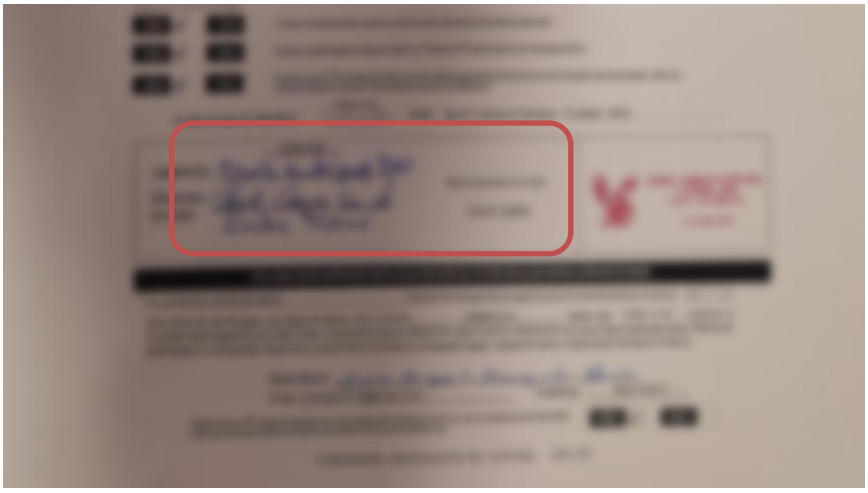
[1] www.xx



27. Likewise, according to the Permanent Commercial Certificate of Club A with access code xxxx-xxxx-xxxx (see below) and the information provided by Country B Football Association **(Annex 9**) the Agent held the position of Chairman at the Board of Directors of said club until 18 September 2023.



28. In addition, from the evidence sent by the Country B Football Association, particularly Annexes 17a, 17b, 17c and 19, both the name and signature of Agent A appear under the position of Club President (and not his father, Person A), in different dates and for different and several reasons, and in 45 different registrations of amateur players with the club for example:





D. Applicable rules and competence for Agent Licensing compliance

29. Art. 5 par. 1 of the FFAR states that:

"An applicant must:

*a) **upon submitting their licence application** (and subsequently thereafter, including after being granted licence):*

*i. **have made no false or misleading or incomplete statements in their application**;*

[...]

*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 organization connected directly or indirectly with such organisations and entities;*

*v. **not hold**, either personally or through their Agency, **any interest in a club**, academy, league or Single- Entity league.*

(emphasis added)

30. Art. 17 of the FFAR states that:

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 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"

(emphasis added)

E. Considerations from the Agents Department

31. As it will be demonstrated, the Agent not only was an official of the Club A but also has an Interest in that same club and provided constantly misleading and incomplete statements in his application and when requested to do so by FIFA.

32. First, as mentioned above, when submitting the Legacy path licence application in January 2023, the Agent confirmed that he complied with the eligibility requirements, which was incorrect.

33. Second, when requested by FIFA about him having an Interest or a position in Club A, the Agent responded that he was not an employee of a club and had no link with a club or academy **(Annexes 1 and 2)**.

34. Notwithstanding the preceding, the information provided by the Country B Football Association confirmed that the Agent had a role before Club A as Chairman of the Board of Directors, which makes evident that the Agent had (and still has) an active role in the club at the moment he submitted his licence application, when his license was issued and in nowadays.

35. According to all evidence (Country B Football Association information, Permanent Commercial Certificate of Club A and the Agent social media), he represented the club A as Chief Executive Officer (CEO) and President, the most relevant position in a football club.

36. Further, given the information and evidence provided by the Country B Football Association, the Agent renounced his position as President of Club A on 18 September 2023, which confirms that he knowingly did not meet the eligibility requirements when he submitted his licence application.

37. Moreover, on 18 September 2023, the Agent renounced his position, as President of Club B being succeeded by his father, Person A who appears to be the current President of the club.

38. Despite this formal change, Agent A continued acting as the President of the Club, creating an unavoidable conflict of interest because of his position as an official and his role as Agent.

39. According to the eligibility requirements under art. 5 par. 1 of the FFAR, an applicant must, upon submitting their licence application (and subsequently thereafter, including after being granted licence), not be an official or employee of a club, a body that represents the interests of clubs or leagues, or any organization connected directly or indirectly with such organisations and entities and not hold, either personally or through their Agency, any Interest in a club or an academy.

40. For any avoidance of doubt, paragraph 2.2 of the FIFA Football Agent FAQs edition March 2023, establishes the following:

> *2.2 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).**

41. As per the evidence, it is clear that the Agent;

    1. Made incorrect and misleading statements in his application;

    2. was and is an official in a club by being the CEO and President of the club A; and

    3. holds an Interest in the club A by performing as the CEO and President of the same, that enabled him to exercise a material, financial, commercial, administrative, managerial over the affairs of the club.

42. It does not go unnoticed that during this investigation, the Agent confirmed several times that he had or has no role or link with club A, which is objectively inaccurate.

43. It is important to highlight that to the requests of information, the Agent responded literally the following:

    a. Letter of 19 March 2024

Ref. No. FAD-xxx

I acknowledge receipt of your letter of 14 March, the contents of which have been duly noted.

*With regard to your request, **I would like to inform you that I have no interest in Club A or any other club, academy, league or association.***

*Also, **I am not an official of Club A**, or of any other club, academy, league or association.*

I thank you for your kind attention to the above and remain at your disposal; should you have any queries.

b. Letter of 10 April 2024:

I acknowledge receipt of your letter of 27 March, the contents of which have been duly noted.

*First of all, **I would like to reaffirm that I am not an official od Club A or its sports company**.*

My only relationship with "Club A" goes back to the date of constitution of its sports company, called "Company A", when I participated in the respective constitution process, through my company "Company B" and participated in the corresponding social capital, also through this company.

*However, **my relations with the mentioned Company A ceased on September 2020**, the date of which the company "Company B" sold all the shares it held in "Company A".*

c. Letter of 30 August 2024

I acknowledge receipt of your letter of 29 August, the contents of which have been duly noted.

In response to your requests, I hereby inform that:

*(i) **I had no role or position ni Club A between 13 January 2023 and 18 September 2023 (sic)**;*
(i) The relationship that Ihave with Person A si aparental relationship, as Person A is my father;

44. Notwithstanding all the evidence, the Agent **confirmed on several occasions** that he had no interest in a club or academy; was not an employee and had no link with a club or academy; which is incorrect and misleading.

45. When submitting the license application, Agent A was in breach of article 5 par. 1 a) lit i, iv and v of the FFAR.

46. Art. 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their license shall automatically be suspended.

47. In view of all the above, the active role of the Agent acting as CEO and President of "Club A", shall lead to the automatic provisional suspension of the Agent's license.

F. Conclusion

48. In view of the above, the FIFA general secretariat deems that the Agent's performance as CEO and President of the club "A" and the fact he provided several incorrect or misleading statements to FIFA, has rendered him ineligible to continue being a Football Agent by virtue of art. 5 par.1 a) lit. i, iv and v FFAR.

49. Consequently, based on art. 17 para. 1 FFAR, the license of the Agent must be provisionally suspended.

50. In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.

51. However, in order to ensure the possibility for the Agent to obtain an effective and impartial judicial review of the provisional suspension of his license, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 50 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland.

G. Decision

52. The FIFA general secretariat notifies the Agent that:

    51.1. The license number xxxxxx-xxx is provisionally suspended as per article 17 par. 3 lit. a) of the FFAR; and

    51.2. This is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

H. Attachements

- Annex 1 – Correspondence to the Agent dated 14 March 2024

- Annex 2 – E-mail correspondence and position from the Agent dated 19 March 2024
- Annex 3 – Correspondence to the Country B Football Association dated 27 March 2024
- Annex 4 – E-mail correspondence from the Agent dated 31 March 2024
- Annex 5 – E-mail correspondence and position from the Agent dated 10 April 2024
- Annex 6 – Agent's position dated 10 April 2024
- Annex 7 – Notary deed of Constitution of Company A
- Annex 8 – Central Registry of Beneficial Owners of Company A
- Annex 9 – Permanent Commercial Certificate of Club A
- Annex 10 - Correspondence to the Country B Football Association dated 10 July 2024
- Annex 11- E-mail correspondence and position from the Country B Football Association dated 15 July 2024
- Annex 12 – Correspondence to the Agent dated 29 August 2024
- Annex 13 - E-mail correspondence and position from the Agent dated 3 September 2024
- Annex 13 b – Person A official identification card
- Annex 14 – Correspondence to Country B Football Association dated 11 September 2024
- Annex 15 – Correspondence to the Agent dated 11 September 2024
- Annex 16 a-d E-mail correspondence and position from the Agent dated 13 September 2024
- Annex 17 a-c – E-mail correspondence from the Country B Football Association dated 17 September 2024
- Annex 18 Correspondence to Country B Football Association dated 17 September 2024
- Annex 19 - E-mail correspondence from the Country B Football Association dated 25 September 2024

VIA AGENT PLATFORM
Agent A

Miami, 19 November 2024

FIFA Agent Platform – Football Agent licence application: notification of rejection
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 19 August 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been rejected. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam (hereinafter the "Exam").

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the players Player A and Player B ("Players"), in a potential international transfer, without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it results from the evidence set out below that you provided Football Agent Services to the Players:

- Your post in LinkedIn dated 7 August 2024 where you state that you "*have this player available as a free agent he is currently based in Country A. We are looking for a club in Western Continent A or the Country B. Dm me if you are interested clubs or direct agents only*".

IMAGE 1

- The link in your social media post shows the name of the player in the Transfermarkt website:

  IMAGE 2

- Another post in LinkedIn dated 5 July 2024 where you state that you "*have a striker looking for a club he is a free agent R/W L/W or No10 Country B NG international just been released by Club B. Please DM if interested.*"

IMAGE 3

Since you were found performing Football Agent Services without the required licence and said services were performed on 7 August 2024 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **7 August 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

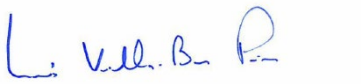
Further, we note that you did not provide a timely reply to FIFA's request for information of 29 October 2024 by which you were informed that failure to provide your position and any additional information to support your application will lead to your application being rejected.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred and where you were supposed to take the Exam, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: The Football Association of Country C

VIA EMAIL
Applicant

Miami, 11 December 2024

FIFA Agent Platform – Football Agent licence application: notification of rejection
Ref. No. FAD- *** *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 19 August 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your **Exam attempt has been cancelled**. Please find below the reasoning for this decision.

As you are aware, all candidates that submit a complete licence application via the Platform during the Application Window shall agree to be bound by FIFA Football Agents Exam Rules ("Exam Rules").

After thoroughly reviewing your application, including the information/documentation collected by FIFA, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently your Exam attempt has been cancelled.

According to the information available to the FIFA general secretariat, during your Exam in the Country A Football Association Headquarters on 20 November 2024 (view Annex 1), the candidate "*viewed an image on his laptop which appeared to be an image taken of a paper*". Additionally, the Invigilators requested you "*to stop viewing the image and instead use the provided materials but he continued to do so despite our warnings and instructions".* Finally, after a request from the Invigilators to show the image in question, you refused to do so.

It is important to note that your actions, using Prohibited Items, directly violate the FIFA Football Agent Exam Rules, namely the Rules of conduct (Article 8, par. 3 a), b), c), d), e), f), g), h), i), and j)). These rules carry significant consequences for violations, including the cancellation of your Exam attempt pursuant Article 12 par. 2 a) of the Exam Rules.

Please note that Confirmed Candidates will be prevented from sitting the Exam in the next available Exam Session if they are in violation of the referred Rules of conduct (Article 8 par. 3).

Therefore, given the information available to the FIFA general secretariat, your **Exam attempt had been cancelled and you are prevented from sitting the Exam in the next available Exam Session**.

This communication is final and binding.

We thank you for your attention to the above.

Yours faithfully,
On behalf of the
Agents Department



Daniel Freitas
Legal Counsel of the Agents Department

VIA EMAIL
Applicant

Miami, 11 December 2024

FIFA Agent Platform – Football Agent licence application: notification of rejection
Ref. No. FAD- *** *(please always quote this reference in future correspondence)*

Dear Sir,

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After thoroughly reviewing your application, including the information/documentation collected by FIFA, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently your Exam attempt has been cancelled.

According to the information available to the FIFA general secretariat, during your Exam in the Country A Football Venue on 20 November 2024 (view Annex 1), the Invigilator observed that the candidate "*had what appeared to be a WhatsApp chat add-on open on his laptop monitor".* Additionally, the Invigilator informed that after he was observing the candidates monitor with the candidate's knowledge, he "*did not minimise the additional tab*". Furthermore, the Invigilator adds "*Over the course of a period of approximately 10 minutes after my initial observation and from the back of the exam room, I observed the Applicant to have the same tab open again and to be sending and receiving messages multiple times"*. The Invigilator emphasises that during this period he had a "*clear and unobstructed view of his laptop monitor*".

It is important to note that your actions, using software or websites other than the Platform, directly violate the FIFA Football Agent Exam Rules, namely the Rules of conduct (Article 8, par. 3 a), b), c), d), e), f), g), h), i), and j)). These rules carry significant consequences for violations, including the cancellation of your Exam attempt pursuant Article 12 par. 2 a) of the Exam Rules.

Please note that Confirmed Candidates will be prevented from sitting the Exam in the next available Exam Session if they are in violation of the referred Rules of conduct (Article 8 par. 3).

Therefore, given the information available to the FIFA general secretariat, your **Exam attempt had been cancelled and you are prevented from sitting the Exam in the next available Exam Session**.

This communication is final and binding.

We thank you for your attention to the above.

Yours faithfully,
On behalf of the
Agents Department



Daniel Freitas
Legal Counsel of the Agents Department

Miami, 4 December 2024

FIFA Agent Platform – Football Agent licence application: notification

Ref. No. FAD- xxxxxx *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your Exam attempt of 20 November 2024, has been cancelled. Please find below the reasoning for this decision.

As you are aware, all candidates that submit a complete licence application via the Platform during the Application Window shall agree to be bound by the FIFA Football Agent Exam Rules ("Exam Rules").

After thoroughly reviewing your application and the information collected in relation to your Exam attempt, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently, your Exam attempt has been cancelled.

In particular, during the Exam, you were found utilizing a secondary Internet Protocol address (IP address) A in addition to the member association IP address B provided to enable you to sit the Exam.

This conduct violates the FIFA Football Agent Exam Rules, particularly art. 8 para. 2, para. 3 lit. a), b), c) and d). Specifically, by utilizing said IP address you are found to have been:

a) using a Prohibited Item.

b) attempting to communicate with someone inside or outside the Exam Venue.

c) attempting to copy Exam answers from someone during the Exam.

d) attempting to obtain Exam answers from someone during the Exam, irrespective of whether that person is inside or outside the Exam Venue.

In view of the above, pursuant to article 12 par. 2 a) of the Exam Rules, the FIFA general secretariat has decided to proceed with the cancellation of your Exam attempt. Your licence application has therefore been rejected.

Fédération Internationale de Football Association
FIFA Legal & Compliance Division
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In addition, please be informed that pursuant to article 8 par. 3 of the Exam Rules, you are prevented from sitting the Exam in the next available Exam Session.

Furthermore, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,

On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents Department

VIA EMAIL
Applicant

Miami, 11 December 2024

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-***** *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 3 October 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the Player A and Player B, ("Players"), in the context of employment agreements between the Players and the Club A, without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

[1] You can find the case file in the link already provided to you in the Platform.

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Agents Department

- In a claim you submitted dated 12 November 2024, before the Country A Football Association's Arbitration Institute against Club A, you requested compensation for damages for a breach of contract in relation to Player B. In several instances, in said claim it is demonstrated that you provided Football Agent Services without the required license (see Enclosure 2.1 original version and Enclosure 2.2 for English translated version), as follows:

    - "*8. Over a period of many years, the Plaintiff developed both friendly and business ties with the Defendant's representative Mr. A who is an authorized signatory thereof. As such, the Plaintiff and Mr. A and/or his father, Mr. B, concluded employment agreements through the Plaintiff with several players including Player C, Player D, Player E (the grandson of the owners of the team, Mr. B) and others.*"

    - "*9. In due course, with the mutual intent of the Parties, the football player A was signed to the team in December 2023 through the **Plaintiff's mediation** for the 23/24 playing season. In the agreement between the Plaintiff and the Defendant, signed by Mr. A, the Defendant undertook orally and through its actions to pay the Plaintiff Country A Currency 7,000 in two instalments **as the agent's commission.** When the player signed the agreement, the Plaintiff did in fact receive said payments*".

- In relation to Player B, it is again evidenced in your claim that you provided Football Agent Services:

    - "*11. The Defendant, who was happy to have concluded an agreement with the aforementioned player through the Plaintiff, requested additional players. The Plaintiff proposed, inter alia, Player B to them.*"

    - "*12. (…) the Plaintiff repeatedly proposed the Player to the Defendant and after multiple attempts by the Plaintiff, the Defendant contacted the Player, through the Plaintiff, to sign him to the Defendant's team. **During the meeting held in the context of the acquisition of the Player through the Plaintiff**, Mr. A, the Defendant's representative, and the Plaintiff agreed that the Plaintiff **would receive a commission**, along with bonuses, for the conclusion of the contract between the team and the Player. The commission was set at 10% of the Player's salary under the contract, which amounted to Country A Currency 60,000 for the four months the player played. Additionally, the **Plaintiff would receive a 10% commission as a retention bonus** for the Player staying with Hapoel Kfar Saba, totaling Country A Currency 15,000 (hereinafter: "the Contract"). (This amount was disputed as the Player remained with the team only for May 2024.)*"

    - *"13. After signing the contract, the Player played on the team for an additional 4 months, i.e., Mr. A and/or the Defendant were obligated to send the Plaintiff the*

amount of 10% of Country A Currency 60,000, totaling 6,000 plus VAT, after which time the Player fulfilled his contract with the team and received a retention bonus of Country A Currency 15,000".

- *"14. Therefore, in accordance with the contract signed between the Plaintiff and the team and/or its representatives, the **Defendant was required to transfer the commission of 10% of the Player's salary for 4 months, amounting to Country A Currency 6,000 plus VAT, as well as Country A Currency 1,500 plus VAT for the retention bonus the Player received from the team as stated**."*

- You have attached to your claim (Appendix 2), checks from the Club A addressed to you that demonstrate two separate payments in relation to Football Agent Services provided to the Player A from 20 January 2024 and 23 December 2023.

- You have also attached to your Claim your correspondence exchange (Appendix 3) between yourself and the clubs representative Mr A between 12 February 2024 and 25 March regarding undue agent commission payments.

- Finally, you proclaim yourself in the claim submitted as "a ***talent agent well-known in the world of Country A football*** (…)"

Since you were found performing Football Agent Services without the required licence and said services were performed on 20 January 2024 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **20 January 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred and where you were supposed to take the Exam, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Daniel Freitas
Legal Counsel

Copy: Country A Football Association

VIA EMAIL
Applicant

Miami, 11 December 2024

FIFA Agent Platform – Football Agent licence application: notification of rejection
Ref. No. FAD- *** *(please always quote this reference in future correspondence)*

Dear Sir,

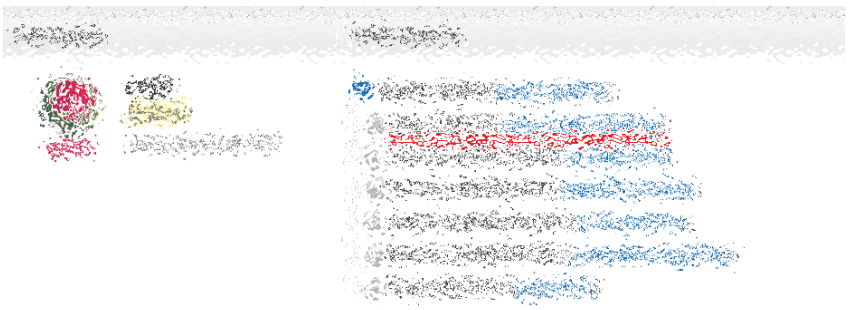
In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 30 September 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been **rejected**. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and the successful passing of the FIFA Football Agent Exam (hereinafter the "Exam").

After thoroughly reviewing your application, including the information provided on 20 November 2024 (see Annex 1) as per FIFA's request for additional information (see Annex 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

More specifically, from the information available to the FIFA general secretariat:

- You hold the status as a TMS Manager with the Country A Football Association (available via the TMS website and your uploaded passport to the platform);

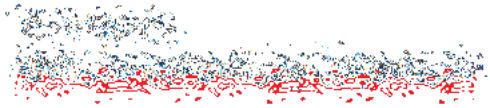


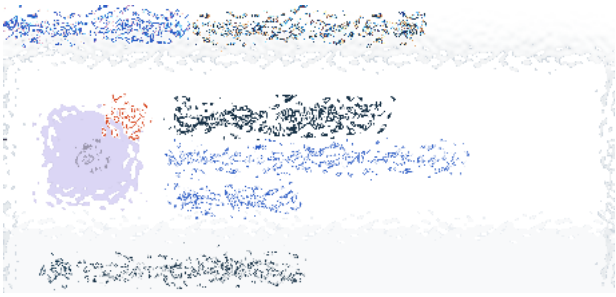


- Since your application to the FIFA Agent Exam on 30 September 2024, you have been an active TMS user of the Country A Football Association, logging on to TMS and reviewing transfers and EPP's (according to data extracted from the TMS Platform from 22/09/2024 until 21/11/2024) – see Annex 3

- You hold the status as a *FIFA Agent Platform support manager;* moreover, as recently as 28/10/2024, you exchanged correspondence with the FIFA Agents Department signing as "Country A Football Association International – Legal Department);







The above makes you ineligible for the Football Agent licence, as per article 5 paragraph 1 a) iv) of the FFAR, as you are an official at the Country A Football Association as per its definition in the FIFA Statutes.

Considering the information currently at our disposal, it thus appears that you do not satisfy the eligibility criteria to be licensed as a Football Agent. Your licence application has therefore been rejected in the Platform.

However, please be informed that this decision does not prevent you from submitting a new licence application in the Platform in accordance with the Exam schedule and application windows listed in Enclosure 2 to FIFA circular no. 1827, should your circumstances change in the future, i.e. you no longer hold the status that resulted in this rejection.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,
On behalf of the
Agents Department



Daniel Freitas
Legal Counsel of the Agents Department

VIA E-MAIL
Candidate

Miami, 31 January 2025

Football Agent licence application: decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 31 March 2024 on the FIFA Agent Platform, we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information provided by e-mail on 22 January 2025 and the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the Player A, in his international transfer to Club A ("Transfer"), without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

- Club A's confirmation that they provided the "*paper contract to both the players and the Country A agent and Agent A for them to discuss*" (Enclosure 2.3).

- The contract signed between Club A and the Player A shows that you signed as his player agent (Enclosure 2.4) and not as a witness as stated in your position (Enclosure 2.2.).

[1] You can find the case file in the link already provide to you.

- Your confirmation that the "*player requested my assistance as his representative, expressing his reluctance to sign independently following a successful 5-day try-out. Therefore, I represented him to Club A (...)*" (Enclosure 2.2).

- Your social post confirming that you are his player agent (Enclosure 2.5)

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

Since you were found performing Football Agent Services without the required licence and said services were performed on 16 January 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application until **16 January 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department

Luis Villas-Boas Pires
Head of Agents

Copy: The Football Association of Country A

VIA EMAIL
Applicant
Email: x

Miami, 7 January 2025

FIFA Football Agent Regulations – compliance notification
Ref. No. FAD-xxxxx *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 31 July 2023, on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 paragraph 1 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information provided by you on 2 December 2024 (Enclosure 2.3) as per FIFA's request for information and the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the players A and B ("Players") in the context of an international transfer to the Club A and Club B, respectively ("Transfers"), without the required license, which makes you ineligible for the Football Agent license, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Players as per the evidence below:

Regarding the Player A:

Exchanging correspondence from 5 April 2024 with a member association which clearly reflects a communication with the purpose, objective and/or intention of concluding the Transfers (Enclosure 2.1), in which you:

- requested assistance from such member association regarding an ITC release;
- stated that "*The Country A Football Association still keep telling my client Player A, that she is cleared to play for her new Club A.*"

[1] You can find the case file in the link already provided to you in the email correspondence.

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Regarding the player B

Exchanging correspondence from 5 April 2024 with a member association which clearly reflects a communication with the purpose, objective and/or intention of concluding the Transfers (Enclosure 2.1), in which you:

- stated: *"The Country B FA are telling me that Player B is not cleared to play tomorrow for Club B".*
- were acting on behalf of the player to achieve her registration: "*Is there anyone else I should politely chase up?*
  I understand that Club C have filled out the contract termination, lodged with APL .. and it has been passed on to you (FA)? Is there another step in the process? I can chase it up now, if you can point me in the right direction (please)."

Since you were found performing Football Agent Services without the required licence and said services were performed on 5 April 2024 at the latest, please be informed that this decision prevents you from submitting a new licence application until 5 April 2026. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged infringements of the FFAR occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,
On behalf of the
Agents Department

Anna Peniche
Senior Legal Counsel

Copy: Country C FA

FIFA

Decision of the FIFA general secretariat

Case with ref. no. FAD-XXXXX

Football Agent: Agent A

16 January 2025

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A. Executive Summary

1. Agent A is a licensed football agent (hereinafter: "Agent") with licence number XXXXX-XXXX.

2. On 25 October 2023, the Country A Federation (hereinafter: "CAF") provided updated information concerning licensed Agents in Country A to FIFA, stating that in 2012, the National CAF Disciplinary Committee had imposed a suspension of 36 months on the Agent. The CAF requested to evaluate the compliance with the eligibility requirements since, from its view, this raised the question whether there was an infringement by the Agent of Article 5 par. 1 lit a) iii of the FIFA Football Agent Regulations (hereinafter: "FFAR") that establishes as an eligibility requirement never to have been the subject of a suspension of two years (24 months) or more, by any regulatory authority or sport's governing body for failure to comply with rules relating to ethics and professional conduct. **(Annex 1)**

3. In view of the above, in order to verify whether the Agent was, or was not, in compliance with the eligibility requirements set out under article 5 para. 1 a) lit iii of the FFAR, the FIFA Agents Department requested the Agent to provide information regarding possible criminal records or similar decisions, in particular regarding a possible suspension by a national sports governing body. **(Annex 2)**

4. The Agent subsequently provided his comments **(Annex 3),** stating that he has no criminal record and that article 5 par. 1 letter a)—in his view—applies only to facts occurring after 16 December 2016. He also reiterated that he meets all the requirements established in the FFAR.

5. However, information on record confirms that on 21 September 2012, the National CAF Disciplinary Committee indeed issued a decision imposing a suspension of 36 months on the Agent. This decision led to the infringement of article 5 par 1 lit a) iii of the FFAR that establishes as an eligibility requirement that an Agent must not have been the subject of a suspension of two years (24 months) or more for a failure to comply with rules relating to ethics and professional conduct.

6. After the corresponding analysis and in light of all the circumstances, in application of art. 17 para. 1 FFAR, the licence of the Agent has been provisionally suspended.

7. For the consistency of this decision, all references and texts from Country A language documents have been translated into English.

B. Facts of the case

8. On 22 September 2023, pursuant to article 23 of the FFAR, the FIFA Agents Department issued a licence to the Agent.

9. On 25 October 2023, the CAF sent an eligibility requirement update regarding some applicants **(Annex 1)**, which led the FIFA Agents Department to open an investigation (see below). The information provided by CAF to FIFA included the following:

> *Agent A is currently confirmed on the FIFA Agent Platform.*
> *Following further verification, as reported in the Annex 1 (C.U. n.20 CDN 2012/2013),* ***we inform you that Agent A has been convicted of 36 months of agent licence suspencion for violation of Art. 1.1 and 9.2 of the CAF Sport Justice Code (Annex 2) by the "National Disciplinary Commission".*** *Please evaluate the compliance of this sanction with the eligibility requirement established by the art. 5.1, letter. a) iii of the FFAR: "have never been subject to suspension of two years or more, disqualification or disbarment by any regulatory authority or sports governing body for failure to comply with the rules relating to ethics and professional conduct"* (sic)
>
> *(Emphasis added)*

10. On 14 October 2024, the FIFA Agents Department sent a request for information to the Country A football agent, Agent A (hereinafter: "Agent") to confirm whether he complies with the eligibility requirements set out under article 5 of the FFAR; specifically (i) a copy of a criminal records certificate issued by the relevant competent authorities in Country A (if applicable); (ii) a copy of a decision not to prosecute (if applicable); and/or (iii) a copy of a decision to dismiss charges (if applicable) **(Annex 2)**.

11. On 31 October 2024, the Agent sent his response via e-mail, providing details of his suspension and stating that **(Annex 3)**:

    a. He has never had a criminal conviction; he has no criminal records and he meets all the requirements established and / or in any case applicable to him.
    b. He has always been in compliance with all the eligibility requirements of the previous FIFA regulations.
    c. The profession of Agent in Country A is regulated by a law as from 2018, which is currently in force for agents working in all Country A sports federations, and he meets all the eligibility requirements on the regulations provided by the Country A Olympic Commitee (CAOC) and the CAF
    d. The decision of the National Disciplinary Commission is in fact an agreement and is irrelevant with respect to the admissibility requirements of the article 5 of FFAR, because it was reached on specific premises and in the basis of reward evaluations which cannot be questioned after more than 12 years from the agreement.
    e. In view of the principle of non-retroactivity, an agreement dating back as far as the one concerning the Agent, concerning a case already fully settled, must be irrelevant.

C. The Decision issued by the National Disciplinary Committee

12. According to the Official Statement No 20/CDN (2012/2013) of the CAF, the National Disciplinary Committee held a meeting on 21 September 2012, and took a decision **(Annex 4)** which in the relevant part that establishes:

> ***CAF***
> *City A, Address A*
> ***OFFICIAL COMMUNIQUÉ NO. 20/CDN (2012/2013)***
> *The National Disciplinary Committee, composed of President, **President**; Member A, Member B, Member C, Member D, **Members**; Representative A, **AIA Representative**; Secretary A, **Secretary**, with the collaboration of Mr. A and Mr. B, met on September 21, 2012 and made the following decisions:*
>
> *(608) – REFERRAL OF THE CAF PROSECUTOR'S OFFICE AGAINST:*
>
> ***… Agent A…(note no. 9129/360pf09-10/SP/dl of 19.06.2012 and note no. 9442/360pf09-10/SP/dl of 27.06.2012)***
> *The CAF Prosecutor has referred to the National Disciplinary Committee:*
> *…*
> ***• Agent A, a football agent with a licence issued by the CAF;***
> ***to respond to numerous and repeated violations of article 1 paragraph 1 of the CAF Code of Sports Justice in relation to the Agent Regulations, as detailed in the referral act.***
> *…*
> *Additionally, **Agent A**, …, …, …, …, …, **football agents with licences issued by the CAF, in concert with one another, are to respond to a violation of article 1 paragraph 1 and of article 9 of the CAF Code of Sports Justice for having effectively associated with the sole aim of carrying out tasks with a conflict of interest and, in any case, in violation and circumvention of the CAF and sector regulations, with the aggravating factor, for Agent A alone, of promoting, establishing and managing the entire association pursuant to and for the purposes of paragraph 2 of article 9 of the CAF Code of Sports Justice, all of which is specified in the referral act;***
> ***Agent A**, …, …, **in concert with one another, are to respond to a violation of article 1 paragraph 1 and of article 9 of the CAF Code of Sports Justice for having effectively associated with the aim of or committing violations consisting of payments to various companies belonging to the G group of numerous invoices for non-existent operations by Company A service in order to obtain profit at the expense of the club**;*
> *…*
> *The defenders of the parties …, …, …, …, …, …, …, …, …, …, …, … (also pursuant to article 24 of the CAF Code of Sports Justice), …, …, …, …, …, …, …, …, **Agent A**, …, …, … and the clubs Club A (also pursuant to article 24 of the CAF Code of Sports Justice), Club B, Club C, Club D agreed with the CAF Prosecutor on a sanction pursuant to article 23 of the CAF Code of Sports Justice, and in the case of Club A, also pursuant to article 24 of the CAF Code of Sports Justice, which this committee deemed appropriate.*
> *In this regard, the committee passed the following ruling:*

*"The National Disciplinary Committee noted the following before the start of the hearing: …, …, …, …, …, …, …, …, …, …, …, … (also pursuant to article 24 of the CAF Code of Sports Justice), …, …, …, …, …, …, …, …, **Agent A**, …, …, … and the clubs Club A (also pursuant to article 24 of the CAF Code of Sports Justice), Club B, Club C and Club D:*

…

- *for **Agent A, pursuant to article 23 of the CAF Code of Sports Justice, a suspension of his licence for 36 months and a fine of EUR 80,000**;*

…

Having regard to the fact that the Federal Prosecutor has given his consent on these petitions; having regard to Article 23, paragraph 1, CGS, according to which the persons referred to in Article 1, paragraph 1, may agree with the Federal Prosecutor's Office before the first instance trial phase ends, to ask the Judging Body for the application of a reduced sanction, indicating its species and measure;

Having regard to Article 23, paragraph 2, CGS, according to which the Judging Body, if it deems correct the qualification of the facts as formulated by the parties and congruous the sanction indicated, it shall; CAF National Disciplinary Committee orders its application by a non-appealable order, which closes the proceedings against the applicant.

Having regard to Article 24, paragraph 1, CGS, according to which, in the event of admission of responsibility and effective collaboration on the part of the persons subjected to disciplinary proceedings for the discovery or ascertainment of regulatory violations, the Judicial Bodies may reduce, on the proposal of the Federal Prosecutor's Office, the sanctions provided for by federal regulations or commute them into alternative prescriptions or determine them in equity

found that, in the present case, the qualification of the facts as formulated by the parties is correct and the sanctions indicated are congruous.

For these reasons,

the National Disciplinary Committee orders the application of the following sanctions:

- *for **Agent A, a suspension of his licence for 36 months and a fine of EUR 80,000**;*

(emphasis added)

13. According to the aforementioned decision, the Agent violated articles 1 and 9 of the "Code A" (hereinafter the "Code") which state as follows **(Annex 5)**:

Article 1

General duties and obligations

1. The clubs, directors, players, coaches, match officials and any other individuals involved in competitive, technical, organizational, decision-making or otherwise relevant activities within the CAF system are required to observe CAF rules and regulations and shall conduct

themselves in line with the principles of loyalty, fairness and probity in all relationships linked to sporting activity.

2. The individuals mentioned in paragraph 1 are prohibited from disclosing any news or information to third parties regarding matters under investigation or ongoing disciplinary proceedings.

3. The individuals mentioned in paragraph 1 are required, if summoned, to appear before the sports justice bodies.

4. Clubs and their directors, members and the individuals mentioned in paragraph 5 are forbidden from maintaining habitual relations, or those that aim to obtain an advantage in the field of sporting activity, with members of the sports justice bodies and with members of the Country A Referees' Association (CARA).

5. The rules of this code, as well as statutory and CAF rules, shall be complied with by members and non-members who directly or indirectly control the clubs themselves and by those who perform any sort of activity within or in the interest of a club or that is relevant to the CAF system.

6. In the event of a violation of the requirements set out in paragraph 1, the sanctions mentioned in article 18 paragraph 1 letters a), b), c) and g) and in article 19 paragraph 1 letters a), b), c), d), f), g) and h) shall apply.

7. In the event of a violation of the requirements set out in paragraphs 2, 3 and 4, the sanctions mentioned in article 18 paragraph 1 letters b), c) and g) and in article 19 paragraph 1 letters c), d), e), f), g) and h) shall apply.

Article 9

Association aimed at committing violations

1. If three or more individuals required to observe the CAF rules and regulations associate with one another with the aim of committing violations, the sanctions set out in article 19 paragraph 1 letters f) and h) shall apply.

2. The sanction is increased for those who promote, form or manage the association, as well as for CAF directors and CARA members.

D. Applicable rules for Agent Licensing

14. Art. 5 par. 1 of the FFAR states that:

"An applicant must:

a) ***upon submitting their licence application*** *(and subsequently thereafter, including after being granted licence):*
[…]
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*** […]

(Emphasis added)

15. Art. 17 of the FFAR states that:

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 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"

(Emphasis added)

E. Considerations from the Agents Department

a. <u>The non-criminal nature of the National Disciplinary Committee Decision</u>

16. As mentioned above, the CAF provided a copy of the Official Statement No 20/CDN (2012/2013) of the CAF, the National Disciplinary Committee.

17. According to the content of the above-mentioned decision, the agent was found responsible for committing numerous and repeated violations of the Code, in particular having made fictitious payments to various companies for non-existent operations. It is clear that this is in stark contradiction with the requirement of ethics and professional

conduct. The following extracts of the relevant decision highlight the most striking violations of this requirement.

18. In view of this conduct, the Agent has been sanctioned on **21 September 2012** to ***a suspension of his licence for 36 months and a fine of EUR 80,000*** specifically for "*…**numerous and repeated violations** of article 1 paragraph 1 of the CAF Code of Sports Justice in relation to the Agent Regulations, as detailed in the referral act.",* and for "*… a violation of article 1 paragraph 1 and of article 9 of the CAF Code of Sports Justice **for having effectively associated with the sole aim of carrying out tasks with a conflict of interest** and, in any case, in violation and circumvention of the CAF and sector regulations, **with the aggravating factor, for Agent A alone**, of promoting, establishing and managing the entire association pursuant to and for the purposes of paragraph 2 of article 9 of the CAF Code of Sports Justice, all of which is specified in the referral act;" …Agent A, …, …, in concert with one another, are to respond to a violation of article 1 paragraph 1 and of article 9 of the CAF Code of Sports Justice for having effectively associated with the aim of or **committing violations consisting of payments to various companies belonging to the G group of numerous invoices for non-existent operations** by Company A in order to obtain profit at the expense of the club;*

(Emphasis added)

19. It is important to highlight that the present decision of the FIFA Agents Department does not purport to concern any criminal conviction, and it is not judging the Agent's conduct as such, since a legal assessment of that conduct has indeed already been carried out by the competent authority in Country A, which in this case is the National Disciplinary Committee. This present decision of the FIFA Agents Department must, however, assess whether in light of the decision of the National Disciplinary Committee, the Agent can – or cannot – be found to meet applicable eligibility requirements under the FFAR.

20. In this context, the FIFA Agents Department notes that the fact that the Agent may have reached some kind of an agreement with the relevant authority in the course of the relevant procedure does not cancel his responsibility for the conduct that led to the result of a suspension for a period of 36 months, nor does this render the respective decision *per se* irrelevant in the context of the eligibility requirements under the FFAR.

21. In view of the above, the Agent's argument that *"he has never been convicted"* and *"he has no criminal record"* are irrelevant to the effects of 5 para. 1 a) lit iii of the FFAR.

b. The irrelevance of previous Agents' regulations and those at national level

22. As far as other FIFA regulations regarding agents or intermediaries' activities are concerned, they are not applicable and irrelevant in the present case. The only applicable and currently valid regulations to determine the eligibility, from a FIFA perspective, of a

person to act as Football Agent, are the FFAR, approved by the FIFA Council on 16 December 2002.

23. Therefore, the fact that the Agent may be subject to other national regulations is irrelevant to this case.

c. The principle of non-retroactivity

24. The principle of non-retroactivity states that laws cannot be applied to events that occurred before the law was enacted. In the present case, this principle is not relevant, since the provisions of article 5 of the FFAR do not tend to judge the acts committed in the past. Rather, they concern the current status of a person, and the eligibility of this person. The mere fact that eligibility is assessed also based on possible past conviction has nothing to do with the possible retroactive application of a rule.

25. It is worth mentioning that the overall objectives of the new Agents regulatory framework are "*to raise professional and ethical standards for the occupation of agents to protect players who have short careers and to protect contractual stability and solidarity*". These requirements are formulated to protect the reputation of football and of the occupation of football agent.

26. In line with the above, according to the eligibility requirements under art. 5 par. 1 a) iii. of the FFAR, an applicant must, upon submitting their licence application (and subsequently thereafter, including after being granted a licence), 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 a failure to comply with rules related to ethics and professional conduct.

27. On 21 September 2012, the Agent was found in breach of articles 1 and 9 of the Code and, consequently, sanctioned to 36 months of suspension of his licence. The Agent is currently in violation of article 5 par. 1 a) lit iii of the FFAR since he has been suspended for more than two years, and since the conduct in question is clearly related to unethical and unprofessional conduct.

28. Article 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their licence shall automatically be suspended. Hence, the date of issuance of the decision is not relevant for the purpose of article 5 par. 1 a) lit. iii FFAR.

29. Regarding the Agent's argument related to the limitation period of prosecution set out on article 10 of the FIFA Disciplinary Code, it must be noted that this limitation period is not applicable for the reason that the FIFA general secretariat is, in this matter, not

prosecuting a disciplinary offence, but it is assessing the eligibility of a person to be a football agent under the FFAR.

30. Since in accordance to article 5 par. 3 of the FFAR, the FIFA general secretariat is responsible for investigating compliance with the eligibility requirements, and agents are obliged to comply with such requirements upon submission of an application of a licence and subsequently thereafter, including after a licence has been granted, any limitation period in the terms raised by the Agent's defense, is not applicable to the present case.

31. In view of all the above, the sanction of a suspension of 36 months of the Agent, shall lead to the automatic provisional suspension of the FIFA Agent's licence.

F. Conclusion

32. In view of the above, the FIFA general secretariat deems that the Agent's suspension of his licence for 36 months for violating articles 1 and 9 of the Code has rendered him ineligible to continue being a Football Agent by virtue of art. 5 par.1 a) lit. iii FFAR.

33. Consequently, based on art. 17 para. 1 FFAR, the licence of the Agent must be provisionally suspended.

34. In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.

35. Given the above, to ensure the possibility for the Agent to obtain an effective and impartial judicial review, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 50 paragraphs 1 and 2 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland, for CAS to render a definitive decision on whether the Agent complies with the eligibility requirements of art. 5 par. 1 a) lit. iii FFAR.

G. Decision

36. The FIFA general secretariat notifies the Agent that:

36.1. the licence number XXXXXX-XXXX is provisionally suspended, as per article 17 par. 3 lit. a) of the FFAR; and

36.2. this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

H. Attachments

- Annex 1 – Country A Football Federation - Eligibility Requirements Update
- Annex 2 - Correspondence to the Agent dated 14 October 2024
- Annex 3 – Email correspondence and Agent's position dated 31 October 2024.
- Annex 4 – Official Statement No 20/CDN (2012/2013) of the CAF, the National Disciplinary Committee
- Annex 5 – CAF Code A

FIFA

Decision of the FIFA general secretariat

Case ref. no. FAD-XXXX

Football Agent: Agent A

17 January 2025

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A. Executive Summary

1. Agent A is a licensed Football Agent (hereinafter: "Agent") with licence number XXXXXX-XXXX.

2. On 10 October 2023, the FIFA Agents Department received a report about alleged ownership of a club by the Agent.

3. In order to confirm that the Agent is in compliance with the eligibility requirements set out under article 5 para. 1 a) lit iv and v of the FIFA Football Agent Regulations (hereinafter: "FFAR"), the FIFA Football Agents' Department requested the Agent to provide information regarding his potential Interest (as defined in the FFAR) or his position in a Club or Academy **(Annex 1)**.

4. Upon request for his position from the FIFA Agents' Department, the Agent provided his comments **(Annex 2)**, stating that he has no interest and /or employment contract with a Club or Academy.

5. However, from the evidence and information on file it results that the Agent does not comply with the eligibility requirements set out under article 5 para. 1 a) lit. iv and v FFAR since the Agent has an Interest in a club.

6. In light of all these circumstances, in application of art. 17 para. 1 FFAR, the licence of the Agent has been provisionally suspended.

B. Facts of the case

7. On 17 June 2024, the FIFA Agents Department sent a request for information to the Country A football agent, Agent A to confirm whether he complies with the eligibility requirements set out under article 5 of the FFAR (Annex 1); in particular, he was asked to confirm whether he has any Interest in a Club or Academy, and to specify:

   (i) official name of Club and /or Academy;
   (ii) entity to which it is affiliated (club or association, as applicable);
   (iii) his exact position and a short explanation of his tasks; and
   (iv) specify if he is an employee and/or have any contract with that Club and /or Academy.

8. On 21 June 2024, the Agent sent his response to the request for information via e-mail, stating as follows **(Annex 2)**:

   Respuesta Ref. No. FAD-XXXX
   FIFA Agent Platform – Football Agent licence eligibility: request for information

En atención a la solicitud de información Ref. No. FAD-XXXX, confirmo que no tengo interés en ningún Club o Academia.

Así mismo no soy empleado ni tengo vínculo contractual con ningún Club o Academia.

De esta manera, certifico que cumplo con los requisitos establecidos en los artículos 5 y 17 del Reglamento FIFA Sobre Agentes de Fútbol.

***

Response Ref. No. FAD-XXXX
FIFA Agent Platform – Football Agent licence eligibility: request for information

In response to the request for information Ref. No. FAD-XXXX, I confirm that I have no interest in any Club or Academy.

I am also not an employee of, nor do I have a contractual relationship with, any Club or Academy.

I hereby certify that I meet the requirements set out in Articles 5 and 17 of the FIFA Regulations on Football Agents.

(free translation)

9. On 2 September 2024, the FIFA Agents Department sent a request for information to the Country A Football Federation (hereinafter: "CAFF"), regarding the Club A **(Annex 3)**.

10. On 5 September 2024, the CAFF sent a response confirming that Club A was registered in their domestic system and provided additional supporting documents regarding the club **(Annex 4).**

11. On 9 September 2024, the FIFA Agents Department sent a request for information to the Country B Football Federation (hereinafter: "CBFF") regarding Club "Club A Country B" and its representatives **(Annex 5)**, since the FIFA Agents Department had become aware that there was another Club A and that the management of that club seemed to be composed of individuals with similar names than the one of Club A.

12. On 9 September 2024, the FIFA Agents Department sent a new request for information to the Agent, soliciting to provide detailed information regarding the relation between him and the following individuals: Mr A, Ms A, Mr B, Ms B, and Mr C **(Annex 6).**

13. On 10 September 2024, the Agent provided his response and the correspondent attachments stating the following **(Annex 7)**:

En atención a la solicitud de información Ref. No. FAD-XXXX, me permito informar lo siguiente:

(i) La relación que tengo con cada una de las personas mencionadas es la que se detalla a continuación:

- *Mr A es mi primo, es decir que el parentesco que tengo con el es de cuarto grado de consanguinidad.*
- *Ms A es mi hermana, es decir que el parentesco que tengo con ella es de segundo grado de consanguinidad.*
- *Mr B es mi señor padre, es decir que el parentesco que tengo con el es de primer grado de consanguinidad.*
- *Ms B es mi actual pareja, es decir que el parentesco que tengo con ella es de primer grado de afinidad.*
- *Mr C es mi tío, es decir que el parentesco que tengo con el es de tercer grado de consanguinidad.*

***

In response to the request for information Ref. No. FAD-XXXX, I would like to inform the following:

(i) The relationship that I have with each of the mentioned persons is as follows:

- *Mr A is my cousin, that is to say that the relationship I have with him is of fourth degree of consanguinity.*
- *Ms A is my sister, that is to say that the relationship I have with her is of second degree of consanguinity.*
- *Mr B is my father, which means that the relationship I have with him is of first degree of consanguinity.*
- *Ms B is my current partner, which means that I am related to her by first degree of affinity.*
- *Mr C is my uncle, which means that the relationship I have with him is third degree of consanguinity.*

(free translation)

14. On 20 September 2024 the CBFF confirmed that the club Club A Country B was a member of the League A, which is affiliated to the Country B Fooball League a member of the CBFF, but that was not registered to participate in the season 2024 **(Annex 8).**

C. Applicable rules for Agent Licensing

15. Art. 5 par. 1 of the FFAR states that:

"An applicant must:

a) upon submitting their licence application (and subsequently thereafter, including after being granted licence):
[…]
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 organization connected directly or indirectly with such organisations and entities;
v. not hold, either personally or through their Agency, any interest in a club, academy, league or Single- Entity league.

16. Art. 17 of the FFAR states that:

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 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"

E. Considerations of the Agents Department

17. As mentioned above, in his response, the Agent stated that he is not an employee of a club, and that he has no link with a club or academy.

18. However, according to the website A, the Agent is the Director and Founder of the club "Club A in Country A":

Website A Screenshot A

Website A Screenshot B

19. In addition to the Colombian club, according to the clubacountryb.com "website B", the Agent holds the position of Club's President of Club A Country B.

Website B Screenshot C

20. Last but not least, both clubs are registered in the TMS under the following club ID:

TMS Screenshot D

TMS Screenshot E

21. As clearly evidenced, both information on the relevant websites of *Club A* and *Club A Country B* as well as the available information confirms the opposite of the Agent's statement, i.e., that he clearly holds an interest either personally or through his Agency in a club or academy.

22. First, it is important to highlight that according to the documents provided by the CAFF, the Agent has had a long relation with the Club A, in particular as per the evidence below:

a) Resolution No. XXX.XX.X-XXX **(Annex 9)**

Image A

Resolution No. XXX.XX.X-XXX of 12 December 2019, whereby the renewal of the sports recognition and the registration of new officers of the non-profit entity called Club A is ordered.

(free translation of the relevant part)

Image B

23. Although it appears that formally the Agent is no longer (on paper) the President of Club A, the recently elected members of the club are all family members of the Agent, as per the evidence below:

a) Resolution No. XXX.XX.X-XX **(Annex 10)**

Image C

Resolution No. XXX.XX.X-XXX of 2 March 2023 which orders the registration of new officers of the non-profit entity called Club Deportivo Club A.

Article Three: To register the Administration, Control and Discipline Organs, which will exercise their functions until March twenty-eighth (28th), two thousand twenty-sixth, as follows:

(free translation of the relevant part)

Image D

b) Letter of 18 June 2024, addressed to the Government of Region A **(Annex 11)**, requesting the registration of officers of Club A which states the club's date of constitution in 2010.

Image E

…

In accordance with the provisions of the decree let 1228 of July 1995, I respectfully request to whom it may concern to review the attached documentation Club A, constituted in the year 2010, for the dual attached the requirements set forth in article six (6) of the decree referred arrival.

…

President A

(free translation of the relevant part)

24. It is true that the moment the Agent applied for his licence, he may – strictly formally speaking – have held no position in the Club A's structure. However, the Agent not only appears publicly as the President, Founder and Director of both clubs and the agency, but also introduces himself to be a FIFA licensed agent and having link to the club as per the public available evidence below:

Source: websiteC.com – Country A

Image F

Image G

Image H

Image I

Image J

Source: websiteB.com – Country B

Image K

Image L

Image M

Source: Social Media A

Image N

Image O

Image P

25. From the available information, it is evident that the Agent has an active role in both clubs and the agency. According to the gathered evidence he represents the club as a Director, Founder and President, despite the formal changes made to the Executive Committee.

26. In fact, it appears that both clubs and his agency are within the same group under the same management (i.e., Agent A) in the same headquarters, sharing the same website. Clubs and agency are one and only entity managed by one single person: the Agent.

27. In addition, it is important to state that the Executive Committee of the Club A is currently composed exclusively of family members of the Agent, i.e., by his cousin, sister, father, current partner and uncle. It is undeniable that despite these formally new or different persons, by the fact that they are all family members of the Agent, the Agent de facto retains control, or at least a very strong influence, over this Executive Committee.

28. According to the eligibility requirements under art. 5 par. 1 of the FFAR, an applicant must, upon submitting their licence application (and subsequently thereafter, including after being granted licence), not be an official or employee of a club, and not hold, either personally or through their Agency, any Interest in a club or an academy.

29. For any avoidance of doubt, paragraph 2.2 of the FIFA Football Agent FAQs edition March 2023, establishes the following:

*2.2 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).**

30. As per the evidence set out above, it is clear that:

a. the clubs Club A in Country A and Club A in Country B are part of association football as confirmed by both FIFA TMS and the member associations (CAFF and CBFF).

b. the Agent is an official in both clubs by being the President and Director of the club Club A in Country A and Club A in Country B with a very active role in both entities; and

c. the Agent holds an Interest in both clubs Club A in Country A and Club A in Country B by:

   i. being the founder, the President and Director of the clubs, and/or
   ii. having all and only family members as part of the Executive Committee of Club A.

d. All of this clearly enables the Agent to exercise a material, financial, commercial, administrative, managerial over the affairs of the said clubs.

31. Overall, the Agent is therefore in breach of article 5 par. 1 a) lit iv and v of the FFAR.

32. Notwithstanding all the evidence, the Agent pretended that he has no interest in a club or academy; is not an employee and has no link with a club or academy; and fulfils the requirements established in the FFAR. This statement was, thus, objectively inaccurate.

33. Art. 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their licence shall automatically be suspended.

34. All the above shall lead to the automatic provisional suspension of the Agent's licence.

F. Conclusion

35. The FIFA general secretariat is convinced that the Agent's role as Founder, Director and President of the club Club A in Country A and Club A in Country B and holding an Interest in said clubs has rendered him ineligible to continue being a Football Agent by virtue of art. 5 par.1 a) lit. iv and v FFAR.

36. Consequently, based on art. 17 para. 1 FFAR, the licence of the Agent must be provisionally suspended.

37. In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.

38. Given the above, in order to ensure the possibility for the Agent to obtain an effective and impartial judicial review, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 50 paragraphs 1 and 2 of the FIFA Statutes.

39. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland, for CAS to render a definitive decision on whether the Agent complies with the eligibility requirements of art. 5 par. 1 a) lit. iv and v of FFAR.

G. Decision

40. The FIFA general secretariat notifies the Agent that:

40.1. the license number XXXXXX-XXXX is provisionally suspended, as per article 17 par. 3 lit. a) of the FFAR; and

40.2. this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

H. Attachments

- Annex 1 – FIFA correspondence to the Agent dated 17 June 2024
- Annex 2 – E-mail correspondence and position from the Agent dated 21 June 2024
- Annex 3 – FIFA correspondence to the Country A Football Federation (CAFF) dated 2 September 2024
- Annex 4 – E-mail correspondence and position from the CAFF dated 5 September 2024
- Annex 5 – FIFA correspondence to the Country B Football Federation dated 9 September 2024
- Annex 6 – FIFA correspondence to the Agent dated 9 September 2024
- Annex 7 – E-mail correspondence and position from the Agent dated 10 September 2024
- Annex 8 – E-mail correspondence from Country B Football Federation (CBFF)
- Annex 9 – Resolution No. XXX.XX.X-XXX dated 12 December 2019
- Annex 10 – Resolution No. XXX.XX.X-XX dated 2 March 2023
- Annex 11 – Officer registration request of Club A dated 18 June 2024.

FIFA

Decision of the FIFA general secretariat

Case with ref. no. FAD-xxxxx

Football Agent: A

11 February 2025

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A. Executive Summary

1. Agent A is a licensed Football Agent (hereinafter: "Agent") with licence number xxxxxx-xxxx.

2. In order to confirm that the Agent was in compliance with the eligibility requirements set out under article 5 para. 1 a) lit. iv of the FIFA Football Agent Regulations (hereinafter: "FFAR") the Agents' Department requested the Agent to provide information regarding his status as an official of the Country A, Club A and/or if he holds any interest in said club or any other club.

3. It appears that from recent requests by the Country A Football Association with FIFA TMS, the Agent has requested a reinstatement of his e-mail account to act in representation of Club A as an official contact and user for FIFA TMS.

4. In addition, the Agent has presented himself as a "Director" and "Non-Executive Director" for Club A in several instances, whilst being a licensed Football Agent.

5. It results from all the evidence and information on file that the Agent does not comply with the eligibility requirements set out under article 5 para. 1 a) lit. iv FFAR.

6. In light of all these circumstances, in application of art. 17 para. 1 FFAR, the licence of the Agent has been provisionally suspended.

B. Facts of the case

7. On 28 January 2025, FIFA sent a letter to the Agent (Annex 1), requesting information in relation to his compliance with the eligibility requirements, as established by articles 5 and 17 of the FFAR.

8. On 29 January 2025, the Agent provided a written statement clarifying that he resigned as Club A's Director in 2023 and that he now advises the club's shareholder through his consultancy firm on operational tasks (commercial, HR, finance and governance), excluding transfers, player and coaches' contracts, banking or payment, highlighting that the consultancy firm has no authority to sign for the club. He further added that he requested temporary access to TMS during a staffing gap, citing prior experience (Annex 2).

9. Furthermore, he attached the following supporting documents:

9.1. Letter to General Secretary of the Country A Football Federation by Shareholder confirming Company A as appointed consultants (Annex 3).
9.2. Company A company profile 2023 (Annex 4).
9.3. Company A Limited company profile 2024 (Annex 5).
9.4. Company A Limited company profile 2025 (Annex 6).

C. Applicable rules for Agent Licensing

10. Art. 5 par. 1 of the FFAR states that:

"An applicant must:

a) upon submitting their licence application (and subsequently thereafter, including after being granted licence):
[...]
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" [...]

11. Art. 17 of the FFAR states that:

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 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"

D. Considerations from the Agents Department

12. As mentioned above, the Agent provided a written statement, in which he claims he was a Director and Chief Operating Officer of Club A, but resigned in September 2023 when he obtained his FIFA Agents licence to pursue a consultancy career.

13. He adds that in March 2024, his now firm and employer, ST Consulting Limited, was approached by Club A sole shareholder to be their appointed consultant, to advise them on commercial opportunities and oversee the HR, Financial and Governance running of the club, due to deteriorating health issues with a family member.

14. He emphasized that he holds no position within the mentioned club as an official or employee, and his role is solely as a consultant to the sole shareholder.

15. He further clarifies that in his current relationship with the club, he does not deal with transfers, player and coaches' contracts, banking, payments and is not a signatory in relation to the club.

16. Yet, all the evidence below demonstrates the opposite.

17. First, on 16 January 2025, the Agent directed correspondence to the Country A Football Association for change of TMS contact, stating "*Please re-instate my old account xxxxxxxx@xxxxxxxxx.com, myself, Applicant A shall be the contact moving forward*." – Annex 7

18. This request was later denied, given that, in accordance with the TMS user requirements[1], to be eligible as a TMS user, an individual "*cannot be a football agent*". – Annex 8

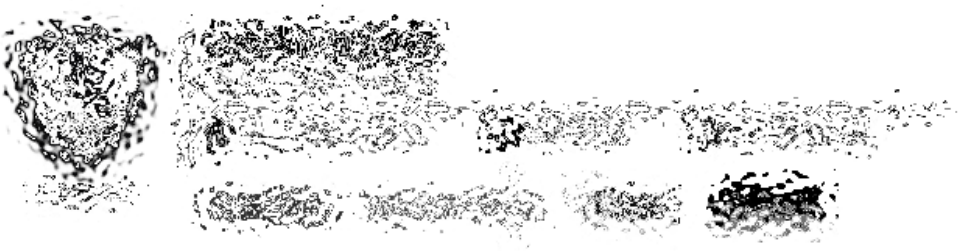
19. It is also important to highlight that, contrary to the Agent's written statement, in filling in the questionnaire regarding the fulfilment of these requirements, the Country A Football Association clarifies that the TMS user in question is a football agent and will have the following responsibilities: "*International transfers of professionals, international transfers of amateurs, Male players, Female players, Claims, Trials, Domestic transfer declaration, First professional registration, EPP review, EPP read-only*", as evidenced below.

[1] https://support.fifatms.com/en/support/solutions/articles/7000024657-requirements-to-be-a-tms-user#TMS-user-requirements



20. Secondly, the evidence collected by the FIFA general secretariat shows that the Agent, contrary to his written statement, has acted as a signatory of the club in several instances.

21. On 14 November 2024, the Agent addressed FIFA's legal bodies in relation to an employment-related dispute concerning a Club A player, signing as a "Non-Executive Director" – Annex 9



22. In reference to this dispute (Ref. FPSD-xxxxx), the Agent acts on behalf of the club as a Respondent via the FIFA Legal Portal, and signing as a "Director" twice in the correspondence directed to the FIFA Disputes & Regulatory Department – Annex 10





23. It is interesting to see also that the Agent has an email address from the club (xxxxxxxx@xxxxxxxxx.com) which shows again that the Agent does not act only as a consultant to the club.

24. Finally, in a transfer related matter, the FIFA administration noted a correspondence from 13 January 2025, in which the Agent submits a confirmation of a termination of an employment contract of a Club A player, once again signing on behalf of the club – Annex 11

25. Although the Agent resigned as director of the club in 2023, the Agent has continuously and substantially demonstrated through his various actions that he has a *de facto* role as an official within Club A, whilst also being a licensed Football Agent.

26. According to the eligibility requirements under art. 5 par. 1 of the FFAR, an applicant must, upon submitting their licence application (and subsequently thereafter, including after being granted licence), not be an official or employee of a club.

27. Art. 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their licence shall automatically be suspended.

28. In view of all the above, the status of an official or employee of a club shall lead to the automatic provisional suspension of the Agent's licence.

E. Conclusion

29. In view of the above, the FIFA general secretariat is convinced that the Agent's is an official of the club A, which has rendered him ineligible to continue being a Football Agent by virtue of art. 5 par.1 a) lit. iv FFAR.

30. Consequently, based on art. 17 para. 1 FFAR, the licence of the Agent must be provisionally suspended.

31. In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.

32. Given the above, to ensure the possibility for the Agent to obtain an effective and impartial judicial review, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 50 paragraphs 1 and 2 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland for CAS to render a definitive decision on whether the Agent complies with the eligibility requirements of art. 5 par. 1 a) lit. iv FFAR.

F. Decision

33. The FIFA general secretariat notifies the Agent that:

33.1. the licence number xxxxxx-xxxx is provisionally suspended, as per article 17 par. 3 lit. a) of the FFAR; and

33.2. this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

G. Attachments

- Annex 1 – Request for information by FIFA Football Agent's Department - compliance with eligibility requirements - Ref. no. FAD-xxxxx on 28 January 2025.
- Annex 2 – Response of the Agent regarding request for information on 29 January 2025.
- Annex 3 – Letter to General Secretary of the Country A Football Association by Shareholder confirming Company A as appointed consultants
- Annex 4 - Company A company profile 2023
- Annex 5 – Company A company profile 2024
- Annex 6 - Company A company profile 2025
- Annex 7 – TMS letter to re-instate account on 16 January 2025
- Annex 8 – TMS communication rejecting application on 28 January 2025
- Annex 9 – E-mail to FIFA legal bodies regarding employment-related dispute on 14 November 2024
- Annex 10 – Correspondence via FIFA Legal Portal in relation to employment-related dispute on 13 November 2024
- Annex 11 – TMS correspondence in relation to termination of a player employment contract on 13 January 2025

VIA EMAIL
Applicant
xxxxx@outlook.com

Miami, 12 February 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-xxxxx *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 31 March 2024, we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your company "Company A" provided Football Agent Services, in the context of facilitating player trials, promoting and requesting for players and clubs availability for potential transfers, and inviting interested parties to contact you directly, without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services as per the evidence below:

[1] You can find the case file in the link provided to you in the Decision e-mail.

FIFA Legal & Compliance Division
396 Alhambra Circle, 6th floor, Coral Gables, Miami, Florida, USA 33134 T: +41 (0)43 222 7777 www.FIFA.com
Agents Department

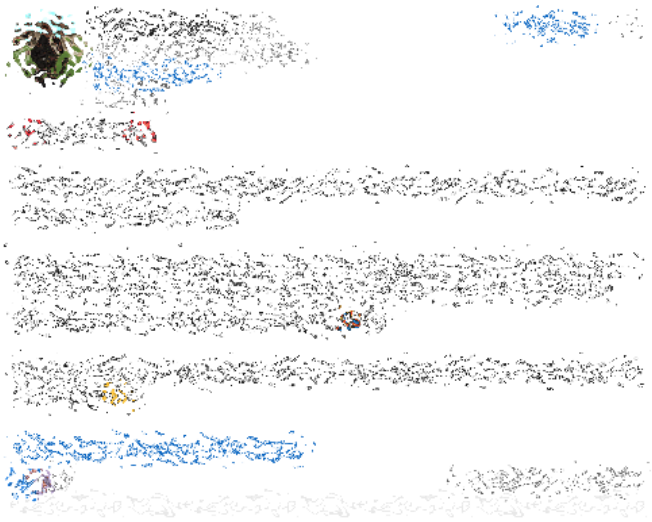
- In relation to facilitating player trials:

    - As evidenced below via a social media post, it is clear via a "Company A" you establish that the aim is to "*get players of all levels and ages seen by professional football academies*", claiming to "*have created over 16 professional football trials to players aged between 12-17 where they have gone into professional football academies*", concluding that you had one player signing for a team in the Country A League;

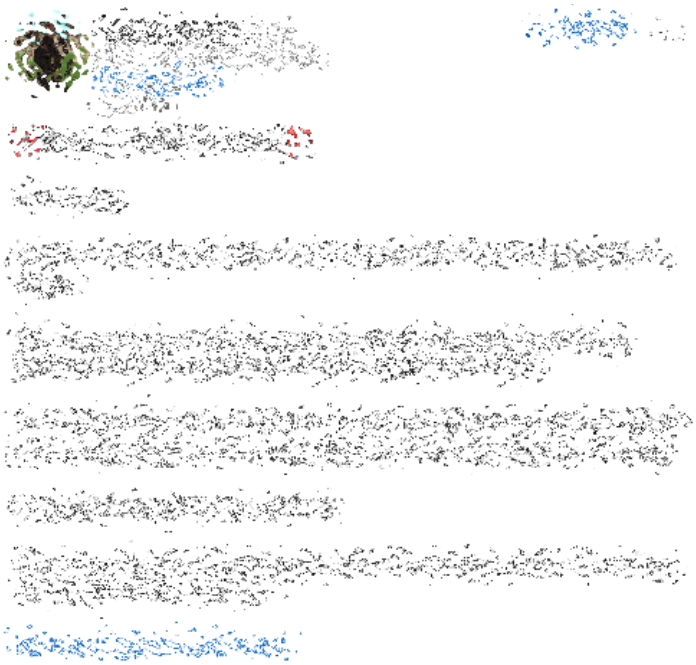
    - 

- In promoting players availability and transfers:

    - As evidenced below, you claim to have a player that is currently a free agent and "*available and ready to sign*!";



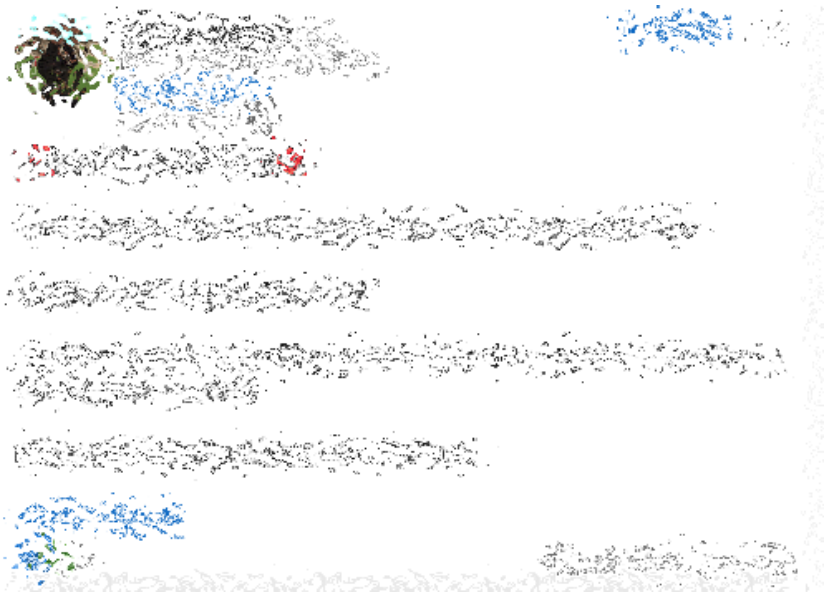
- In another social media post, you claim to have a player that is open for a potential signing or trial:



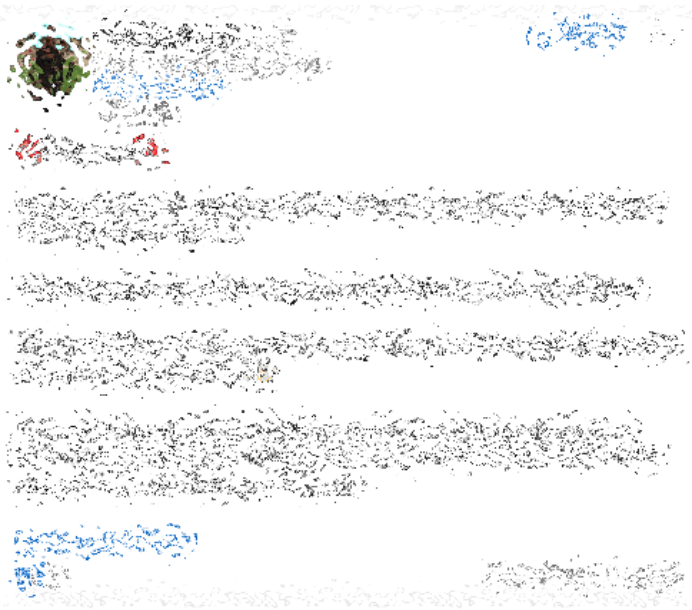
- Once again, you claim to have a player in which you have direct contact with him "*and his current club*", specifying the players position, age, experience, and current contractual situation stating that the "*transfer fee is minimal, club will allow him to leave on a free as they need to make room in their squad".* You then invite interested parties to contact you directly.



- In another social media post, you claim to be looking for a striker interested to play in Country B City, offering accommodation and food;



- In another social media post, you indicate another potential prospect, clarifying his current contractual situation and referencing having "*2 offers for him currently on the table, but due to logistics he's open to see if there's any others*";



- Furthermore, you make a general request to recruit players for specific markets, requesting direct contact with yourself for potential interest;



- In club availability:

  - You claim in a social media post to "*have received a few requests from football clubs across the globe*" requesting the availability of players, agents or representatives,

adding "*I have a few talented players on my list who might also be of interest of clubs looking for quality signings*";



- In both your responses for more information (Enclosure 2.2) dated 21 January 2025 and 30 January 2025, you claim that you do not provide Football Agent Services, stating that your activity aims to "*promote players' opportunities and facilitating visibility without engaging in regulated agent services*". However, when requested information regarding a specific player featured in one of your social media posts, you did not provide any additional information claiming that "*Since Company A has undergone migration and complex updates that resulted in old data being lost or removed, I no longer have any messages or records related to this player. Any discussions I previously had were based on the players direct input at the time, but I cannot retrieve those records now.*"

- In conclusion, from the aforementioned evidence provided, it is clear to the FIFA general secretariat that you have actively arranged trials, you actively promoted player transfers, you solicited offers from clubs and interest parties and suggested representation of players interests.

Since you were found performing Football Agent Services without the required licence and said services were performed on 13 January 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **13 January 2027.**

Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Daniel Freitas
Legal Counsel

Copy: Member Association of Country C

VIA E-MAIL
Applicant

xxxxx@gmail.com

Miami, 12 February 2025

Football Agent licence application: decision
Ref. No. FAD-xxxxx *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 24 July 2024 on the FIFA Agent Platform, we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the Club A, in the international transfer of the Player A ("Player") to said club ("Transfer"), without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Club A as per the evidence below:

- Club A confirmation that:

    - a Country A agent organized a trial by contacting the club's "*assistant coach to bring in Player A for tryouts for 5 days*"

[1] You can find the case file in the link already provide to you.

- they provided the "*paper contract to both the players and the Country A agent and Person A for them to discuss*"
- the "*Country A Agent name is Applicant*" Enclosure 2.1).

- The contract signed between Club A and the Player shows that you signed as well (Enclosure 2.2).

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

Since you were found performing Football Agent Services without the required licence and said services were performed on 16 January 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application until **16 January 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department

Luis Villas-Boas Pires
Head of Agents

Copy: Member Association of Country A

VIA E-MAIL
Candidate

Miami, 4 March 2025

Football Agent licence application: decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 19 August 2024 on the FIFA Agent Platform, we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information provided by e-mail on 15 February 2025 and the information/documentation collected by FIFA (see Enclosure 2), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the player, Player A ("Player"), in his international transfer to Club A ("Transfer"), without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

- Your confirmation that "*the offer from the club is reviewed by the four of us (Person A, Person B, Person C and Candidate) before the contract was signed*" (Enclosure 2.1).

[1] You can find the case file in the link already provide to you.

- Your social media post[2] announcing a "*major achievement* – ***Our first official transfer***", i.e., confirming that you and your agency provided Football Agent Services to the Player (Enclosure 2.22).



- Although you state that Person A, licensed agent, provided Football Agent Services to the Player, all the evidence below shows exactly the opposite, i.e., that you were the one effectively providing Football Agent Services to the player:

    - Your confirmation that Person A "*monitors*" the Football Agent Services provided by you and your agency (Enclosure 2.1)[3].

    - Confirmation from Club A that you and your agency "*were providing general consultancy advice to the Player*" (Enclosure 2.16.), with no reference whatsoever to Person A's role in this Transfer.

    - Person A was no part in any of the communications between you and Club A (Enclosures 2.2. to 2.10).

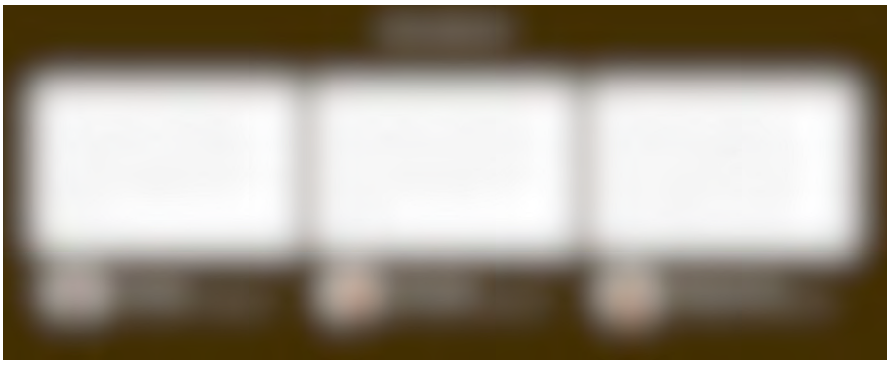
    - It seems that the first time Person A reached out to said club was only to issue an invoice. In such an email to the administrative director of the club, Person A states "*Person C has spoken highly of you*", showing once again that this was the first time Person A and the club communicated to each other (Enclosure 2.19).

[2] As well as the social posts from your agency (Agency A) and the co-owner of said agency.
[3] As per the Merriam-webster dictionary, monitor means "to watch, keep track of, or check usually for a special purpose", which is not the same as providing or performing Football Agent Services as determined by the FFAR

- On the website Transfermarkt, there is no reference to Person A or any other licensed agent as being part of the agency, Agency A.[4]



- On the website of the agency, Agency A, there is no reference whatsoever that Person A works for your agency or that he legally represents your agency[5]



Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

Since you were found performing Football Agent Services without the required licence and said services were performed on 8 January 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application until **8 January 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

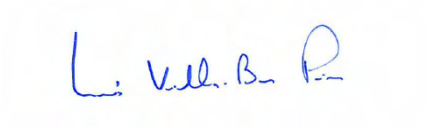
[4] Link A
[5] Link B

A copy of this letter has been provided to the associations where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Football Association A and Football Association B

FIFA

Decision of the FIFA general secretariat

Case with ref. no. FAD-XXXXX

Football Agent: Agent A

7 March 2025

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A. Executive Summary

1. Agent A is a licensed Football Agent (hereinafter: "Agent") with licence number XXXXXX-XXXX.

2. The FIFA Agents Department received a report via the FIFA Reporting Portal, informing that the Agent was convicted of a certain crime[1].

3. In order to confirm that the Agent was in compliance with the eligibility requirements set out under article 5 para. 1 a) lit. ii of the FIFA Football Agent Regulations (hereinafter: "FFAR") the FIFA Agents Department requested the Agent to submit his position and to provide FIFA with information regarding his criminal records, duly issued by the competent authority in Country A (Annex 1).

4. Upon request for his position from the FIFA Agents Department, the Agent informed that he was not in a position to provide with all the documentation that FIFA requested, sending only a decision from the Court A, in Country A language (hereinafter: "Country A Court Decision"). (Annex 8)

5. It appears from the Country A Court Decision that the Agent has been convicted for the criminal offence of an economic nature – "*aiding and abetting breach of trust in economic transactions committed as part of a criminal association as referred in Article 246, paragraphs 1 and 2, etc. of KZ/11"*, on the basis of which the Agent was sentenced to imprisonment for 1 (one) year and 4 (four) months (Annexes 9 and 11).

6. It results from all the evidence and information on file that the Agent does not comply with the eligibility requirements set out under article 5 para. 1 a) lit. ii FFAR.

7. In light of all these circumstances, in application of art. 17 para. 1 FFAR, the licence of the Agent has been provisionally suspended.

B. Facts of the case

8. On 19 December 2024, the FIFA Agents Department received a report via the FIFA Reporting Portal, regarding a potential violation of article 5 of the FFAR, due to the conviction of the licensed Agent A.

9. On 9 January 2025, the FIFA Agents Department sent a request for information to the Agent, to confirm if he complied with the eligibility requirements set out under article 5 of the FFAR; specifically, the Agent was requested to provide (i) a copy of the sentence issued

10. by the Court A in Country A, (ii) a copy of his criminal records certificate issued by the relevant competent authority, and (iii), his position in connection with said conviction (Annex 1).

11. On 16 January 2025, the Agent requested for an extension of at least 15 days to provide the requested information as "*the majority of the documentation required is not currently in my possession and is predominantly in Country A language*". (Annex 2).

12. On 21 January 2025, the FIFA Agents Department granted an extension deadline until 4 February 2025 (Annex 3).

13. On 4 February 2025, the Agent requested a new extension deadline due to *"the volumes of the documentation and the specific of the subject-matter the Country A Language-English translation takes longer time than originally could have been expected"*. (Annex 4).

14. On 6 February 2025, the FIFA Agents Department granted a last extension deadline until 25 February 2025 (Annex 5).

15. On 6 February 2025, due to the lack of cooperation by the Agent, the FIFA Agents Department requested the assistance of the Country A Football Federation (hereinafter: "CAF") asking them to provide with the decision issued by the Court A regarding the criminal procedure against the Agent (Annex 6).

16. On 11 February 2025, the CAF sent their position regarding the Agent's licence and provided the FIFA Agents Department with the Decision number XXXXXX, issued by the Court A rendered on 19 December 2024 (Annex 7).

17. On 25 February 2025, despite the several deadline extensions granted, the Agent sent an untranslated copy of the Country A Court Decision and his position which reads as follows (Annex 8):

Dear Madam,

I refer to the foregoing matter and your email of 6 February 2025.

Primarily, I must thank you for your understanding and patience, I truly appreciate it.

Unfortunately, despite my efforts I am not in a position to provide you with all the documentation you have requested. Its collection, sorting, translation and preparation turned out to be more sophisticated than I could expect. Nevertheless, further to your inquiry, please see attached the documentation that so far I have managed to arrange for your perusal.

Once again, I express my gratitude for your understanding and cooperation in this matter and remain at your disposal for any further clarification or assistance required.

Yours sincerely,

Agent A

Emphasis added

18. As per the Country A Court Decision, the Agent appears to have been convicted on 19 December 2024 for "*the criminal offence of an economic nature – aiding and abetting a breach of trust in economic transactions committed as part of a criminal association as referred to in Article 246, Paragraphs 1 and 2, etc. of KZ/11*" (Annexes 9 and 11).

19. On 19 December 2024, the Agent was sentenced to 1(one) year and 4 (four) months of imprisonment.

C. The offence according to the Court A, in Country A

20. According to the Country A Court Decision, the Agent was found responsible for abuse of trust in business dealings, as follows (Annexes 9 and 11):

1. As per the verdict settled between the parties at the Court A on 19 December 2024, reference number: XXXXXX, final and enforceable as of 8 January 2025, for the criminal offence of an economic nature – aiding and abetting a breach of trust in economic transactions committed as part of a criminal association as referred to in Article 246, Paragraphs 1 and 2, etc. of KZ/11, Agent A was sentenced for a prison sentence of 1 (one) year and 4 (four) months. Pursuant to Article 54 of KZ/11, the time spent in pre-trial detention from 18 November 2015 to 17 December 2015 shall count towards the sentence imposed on the sentenced person.

2. Article 56, Paragraph 2, of the ZIKZ stipulates that convicted persons sentenced to prison sentences of more than six months, or whose unserved parts of their sentences exceed six months, shall be referred to the Zagreb Diagnostics Centre, for the purpose of conducting professional assessment, and a programme be offered for the penitentiary or prison where the person's sentence will continue to be served.

3. Given that the period of the prison sentence yet to be served exceeds six months, the sentenced person is to serve his prison sentence at the City A Diagnostics Centre, where he is required to report on 10 March 2025, which is the date set as per the criteria set out in Article 57, Paragraph 8 of the ZIKZ.

Free translation into English

21. Article 246 of the Country A Criminal Code states as follows (Annex 10):

Article 246

(1) Whoever violates in business dealings the duty to protect another's material interest accorded him or her by statute, administrative or judicial decision, legal transaction or relationship of trust and thereby acquires for himself or herself or a third party an unlawful material gain, thereby or otherwise causing damage to the person whose material interests he or she is responsible for, shall be punished by imprisonment from six months to five years.

(2) If as a result of the criminal offence referred to in paragraph 1 of this Article a considerable material gain is acquired or considerable damage caused, the perpetrator shall be punished by imprisonment from one to ten years.

Free translation into English

Applicable rules for Agent Licensing

22. Art. 5 par. 1 of the FFAR states that:

"An applicant must:

a) upon submitting their licence application (and subsequently thereafter, including after being granted licence):
[…]
ii. never been 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;" […]

23. Art. 17 of the FFAR states that:

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 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"

E. Considerations from the FIFA Agents Department

24. As mentioned above, the Agent and the CAF provided a copy of the Country A Court Decision, with case reference XXXXXX.

25. As per said Decision, the Agent appears to have been convicted on 19 December 2024 for "*the criminal offence of an economic nature – aiding and abetting a breach of trust in economic transactions committed as part of a criminal association as referred to in Article 246, Paragraphs 1 and 2, etc. of KZ/11*". Further, on the same date, the Agent was sentenced to 1 (one) year and 4 (four) months imprisonment.

26. According to the eligibility requirements under art. 5 par. 1 of the FFAR, an applicant must, upon submitting their licence application (and subsequently thereafter, including after being granted licence), never been convicted of a criminal charge regarding matters related to, among others, organised crime, breach of fiduciary duty, fraud or misappropriation of funds.

27. The Agent due to his conviction on 19 December 2024 for *"the criminal offence of an economic nature – aiding and abetting a breach of trust in economic transactions committed as part of a criminal association as referred to in Article 246, Paragraphs 1 and 2, etc. of KZ/11*" and sentence to 1 (one) year 4 (four) months imprisonment (which is final and enforceable as of 8 January 2025), is currently breaching article 5 par. 1 a) lit ii of the FFAR. In particular, there can be no doubt that the sentence that was imposed on the Agent by the competent court concerns organized crime, breach of fiduciary duty, fraud and misappropriation of funds in the meaning of article 5 par. 1 a) lit ii of the FFAR.

28. It must be said that the criminal offence committed by the Agent was performed when he was an official in a Country A club (Club A) regarding the international transfer of players, where, among others, it appears that the Agent was establishing companies to extract funds from the relevant club to such companies with fictious transactions.

29. Art. 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their licence shall automatically be suspended.

30. In view of all the above, the licence of the Agent must be automatically and provisionally be suspended.

F. Conclusion

31. The FIFA general secretariat deems that the Agent's conviction for *" the criminal offence of an economic nature – aiding and abetting a breach of trust in economic transactions committed as part of a criminal association as referred to in Article 246, Paragraphs 1 and 2, etc. of KZ/11*", has rendered him ineligible to continue being a Football Agent by virtue of art. 5 par.1 a) lit. ii FFAR.

32. Consequently, based on art. 17 para. 1 FFAR, the licence of the Agent must be provisionally suspended.

33. In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.

34. Given the above, to ensure the possibility for the Agent to obtain an effective and impartial judicial review, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 50 paragraphs 1 and 2 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland, for CAS to render a definitive decision on whether the Agent complies with the eligibility requirements of art. 5 par. 1 a) lit. ii FFAR.

G. Decision

35. The FIFA general secretariat notifies the Agent that:

35.1. The licence number XXXXXX-XXXX is provisionally suspended, as per article 17 par. 3 lit. a) lit. ii of the FFAR; and

35.2. This is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

H. Attachments

- Annex 1 – FIFA request for information to the Agent dated 9 January 2025
- Annex 2 – Agent's extension deadline request dated 16 January 2025

- Annex 3 – FIFA correspondence to the Agent dated 21 January 2025.
- Annex 4 – Agent's extension deadline request dated 4 February 2025
- Annex 5 – FIFA correspondence to the Agent dated 21 January 2025
- Annex 6 - FIFA request for information to the CAF dated 9 January 2025
- Annex 7 – CAF statement dated 11 February 2025
- Annex 8 – Agent's position dated 25 February 2025
- Annex 9 - Decision of the Court A of Country A dated 19 December 2024
- Annex 10 – Country A Criminal Code (English version)
- Annex 11 - Decision of the Court A of Country A dated 19 December 2024 (machine translation)

FIFA

Decision of the FIFA general secretariat

Case with ref. no. FAD-XXXXX

Football Agent: Agent A

17 April 2025

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A. Executive Summary

1. Agent A is a licensed Football Agent (hereinafter: "Agent") with licence number XXXXXX-XXX.

2. In order to confirm that the Agent was in compliance with the eligibility requirements set out under article 5 para. 1 a) lit. iv and v of the FIFA Football Agent Regulations (hereinafter: "FFAR") the Agents' Department requested the Agent to provide information and his position regarding his status as an official of the Country A Club A ("Club").

3. It results from all the evidence and information on file that the Agent is indeed an official and has an interest in the Club. Consequently, the Agent does not comply with the eligibility requirements set out under article 5 para. 1 a) lit. iv and v FFAR.

4. Considering all these circumstances, in application of art. 17 para. 1 FFAR, the licence of the Agent has been provisionally suspended.

B. Facts of the case

5. On 14 March 2025, FIFA sent a letter to the Agent (Annex 1), requesting information in relation to his compliance with the eligibility requirements, as established by articles 5 and 17 of the FFAR. On the same day, FIFA also sent a letter to the Country A Federation ("CAF") requesting information about the Agent and the Club (Annex 2). Since no answer was provided, on 20 March 2025, FIFA sent two additional letters requesting the same information (Annexes 3 and 4).

6. On 21 March 2025, the Agent's legal representatives provided a written statement and supporting documentation (Annexes 5.1. to 5.5.) explaining the following:

   6.1. "the Agent does not hold any position within the Club´s management bodies.
   6.2. the agency or the Agent do not have any direct or indirect Interest in the Club and do not hold any power to determine the Club´s decision in a possible transaction.
   6.3. the exclusive purpose of the contract between the parties (Club and agency) was for the agency to support the Club´s Board of Direction in sportive matters.
   6.4. *neither the agency nor the Agent have any power to act at its own discretion nor to represent the Club. Every decision is taken by the Club´s Board Direction only*".

7. On 25 March 2025, the CAF provided also their information (and supporting documentation) that the Agent "*does not hold a position in the Club A or in any other Country A club*" (Annexes 6.1. to 6.6.).

C. Applicable rules for Agent Licensing

8. Art. 5 par. 1 of the FFAR states that:

"*An applicant must:*

a) upon submitting their licence application (and subsequently thereafter, including after being granted licence):
[…]
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"

v. not hold, either personally or through their Agency, any Interest in a club, academy, league or Single-Entity League"
[…]

9. Art. 17 of the FFAR states that:

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 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"

D. Considerations from the Agents Department

10. Although the Agent (and CAF) states that he (and his agency) does not hold any position within the Club´s management bodies and that he/his Agency only provides services to the Club by means of a service a contract, all the evidence evidently shows that:

    10.1. The Agent is the CEO of the Club.

    10.2. The Agent and his Agency have an Interest (as defined in the FFAR) in the Club.

11. Firstly, it is interesting to note that the picture of the Agent's Instagram profile (taken before FIFA sent their requested for information) showed that the Agent called himself as CEO of the Club:

Image A

12. However, a few days later, the Agent updated his Instagram profile (see below) to sports consultant to the Club. This might have happened to align his above-mentioned position and narrative that the Agent (and his agency) only had a service contract with the Club when, as it will be shown, he is effectively and materially the CEO of the Club.

Image B

13. Secondly, it is the Club itself that introduces the Agent as the CEO of the Club (see below):

Image C

"*Today it's with our CEO, Agent A! Current CEO of Club A, a professional with great experience in football and a former player, Agent A is our guest on tonight's TV Show A! He'll be talking about his career and, of course, about our 'X'*"

Free translation of the post

14. Then, there are videos that show that the Agent is performing duties as an official of the Club, putting in a position that enables him to exercise a material, financial, commercial, administrative, managerial or any other influence over the affairs of the Club:

    14.1. Travelling with the team to football matches (Annexes 7 to 9)

    14.2. Inside the Club's locker room putting a speech to the team (Annex 10)

    14.3. Again, in the Club's locker room, celebrating the Club's victory and the first place in the league or the first victory of the team.

Image D

Image E

15. Finally, in different occasions, it is the Agent that states himself as the CEO of the Club or speaking as such:

15.1. Already this year, in an Instagram video, the Agent speaks to a radio show as a typical CEO of a club or of one that has managerial duties in a club would speak (Annex 11):

"*Yesterday was an important day with the competition getting underway. I think we've officially kicked off the 2025 season. It's a season we're really looking forward to, and we've set some goals for the players. Yesterday we had pagode music at the opening game to bring the fans in, so that the fans believe and always turn up, so that we can make our home ground more of a fortress. As for the game, thank God we achieved our main objective, which was to win. We know we still have a lot to improve on. But as I said, it's just the start of the task at hand. It was the first game. The most important thing was the result. And now we have to think about Wednesday's game, which is against a tough opponent*".

Free translation of the video

15.2. On another Instagram video from his account, the Agent announced that he has intermediate the purchase of the Club and that he is now the CEO of the Club and the group that purchase the Club (Annex 12) while speaking on the improvements he wishes to implement in the Club

"*Today is a great day!*
I'm thrilled to announce that the Country B group, of which I am CEO, has brokered the purchase of Country A (@clubA)"

(...)

"*I'm sure that, with the entire structure that @clubA already has in place and with the improvements we'll make, we'll be strong enough to take the club higher in Country A football*".

Free translation of the post

15.3. In an interview, he states that he is the CEO of the Club or that he performs activities of a CEO of a club[1]:

[1] Link A

Image F

"*And now, in this challenge with Club A, which is a very big project that we have, I'm sure it will bear fruit for the region of Region A, for the city of Club A and also for Country A football*".

(...)

"So I consider myself, of course, to be the partner of the Country B group that bought the club and I have a very strong influence there, right? It's a [big] responsibility but the day-to-day stuff, on the pitch, the development of the squad, everything is the responsibility of President A, our president, who has done a marvellous job. And Club A's idea really is to progress the club as soon as possible in order to consolidate itself on the national stage. And we want to get out of League A as soon as possible, which is a really difficult division, right? And then we can transform the club and take it to the next level. And from then on, we can really build on the work we want to do, also in the academy. And then it's going to be a long journey because we have big ambitions for the future."

(...)

"Today I joke that I'm the son of a former player. I'm a former youth player at a big, professional club, I'm a player agent, both at professional and youth level, and I run a club. I experience football in all its spheres. It's crazy. And I always say one thing: this is the magic of our business, we're always at the table"

(...)

Because I need those people who are at the training centre, who work, who look after the pitch, who look after the kitchen, who look after the cleaning, to understand that they are just as important as the guy who is going to score the winning goal, as President B, as President A, as the Country B who sends the money.

Free translation of the interview

16. According to the eligibility requirements under art. 5 par. 1 of the FFAR, an applicant must, upon submitting their licence application (and subsequently thereafter, including after being granted licence), not be an official or employee of a club or not to hold, either personally or through the Agency, any Interest in a club, academy, league or Single-Entity League.

17. Art. 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their licence shall automatically be suspended.

18. In view of all the above, the status of a CEO of a club and/or holding an Interest in a club (through his agency) shall lead to the automatic provisional suspension of the Agent's licence.

E. Conclusion

19. In view of the above, the FIFA general secretariat is convinced that the Agent's is an official of the Club and that, through his Agency, holds an Interest in the Club, which has rendered him ineligible to continue being a Football Agent by virtue of art. 5 par.1 a) lit. iv and v FFAR.

20. Consequently, based on art. 17 para. 1 FFAR, the licence of the Agent must be provisionally suspended.

21. In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.

22. Given the above, to ensure the possibility for the Agent to obtain an effective and impartial judicial review, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 50 paragraphs 1 and 2 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland for CAS to render a definitive decision on whether the Agent complies with the eligibility requirements of art. 5 par. 1 a) lit. iv and v FFAR.

F. Decision

23. The FIFA general secretariat notifies the Agent that:

23.1. the licence number XXXXXX-XXX is provisionally suspended, as per article 17 par. 3 lit. a) of the FFAR; and

23.2. this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

G. Attachments

- Annex 1 – Request for information to the Agent.
- Annex 2 – Response for information to CAF.

- Annex 3 – Second request for information to the Agent
- Annex 4 - Second request for information to CAF
- Annex 5.1. to 5.5. – Position of the Agent and supporting documentation
- Annex 6.1. to 6.6. – CAF information and documentation
- Annex 7 – Recording Club's Instagram
- Annex 8 – Recording Club's Instagram
- Annex 9 – Recording Club's Instagram
- Annex 10 - Recording Agent's Instagram
- Annex 11 – Recording User A Instagram
- Annex 12 – Recording Agent's Instagram

VIA FIFA AGENT PLATFORM
Agent A

Miami, 22 April 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 10 April 2025 on the FIFA Agent Platform, we hereby inform you that your licence application has been rejected. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA and provide by you (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your agency "Agency A" provided Football Agent Services to Club A and the players, Player A and Player B ("Players"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear that you provided Football Agent Services to the Players and the Club as per the evidence below:

- In your position you stated that:

  "Agency A is an international sports representation and management agency specializing in elite men's and women's soccer. Based in Continent A and with a global reach, we offer a comprehensive support model (360º) that ranges from negotiating contracts and international transfers to image management, sponsorships, legal advice, and financial planning.

  We represent some of the most outstanding players on the world stage, as well as young talents with great potential. Our multidisciplinary team combines experience in professional football with a firm commitment to the values of transparency, professionalism and ambition.

At Agency A we believe in a human and strategic approach, guided by excellence, ethics and the creation of sustainable opportunities for those we represent. Our vision is to continue consolidating our position as a global benchmark in the football industry, with a special focus on emerging markets such as Country A".

Free translation (emphasis added)

- Your position is confirmed on the website of your agency[1].

Screen Shot A

- You provided two invoices issued to the Club regarding Football Agent Services provided by you and your agency regarding the two Players.

Invoice A

Invoice B

- In addition, you also provided two proofs of payments made by the Club in relation to Football Agent Services provided by you and your agency regarding the two Players.

Proof of Payment A

Proof of Payment B

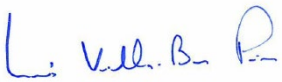
Since you were found performing Football Agent Services without the required licence and said services were performed on 17 February 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **17 February 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

VIA E-MAIL
Agent A
c/o Legal Representative A

Miami, 22 April 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 4 March 2025 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been rejected. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam (hereinafter the "Exam").

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your Agency A. Agency B provided Football Agent Services to the player Player A, ("Player"), in the context of the international transfer of the Player to Club A ("Club"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

- From the information provided by the Club, in November 2023, you made an initial contact to ascertain the eventual future interest of the Club in acquiring the Player (see Enclosure 2.1, 2.2 and 2.3);

    - In this communication exchange, which involves yourself, Director A (the Club's Women's Football Director) and Coach A (Head Coach of the Women's team Club),

[1] You can find the case file in the link provided to you in the Decision e-mail.

you inquire about the Club's interest in the Player and inform that the Player "*finds Club A an exciting club*" as her employment contract with Club B would be expiring on 30th June 2024, as evidenced below;

Image A

- On 29 November 2023, you are informed by Director A of the Club's current interest and availability to hire the Player, informing of a possible interest in the summer transfer market, as evidenced below:

Image B

- In the information provided by the Player on 24 March 2025, she confirms the above-mentioned information by stating that the following

  "*At the beginning of 2024, Agent A, who acted as my agent in Country A, informed me about the interest of several clubs in hiring me. In particular, Country A clubs inquired with him about my general situation. Over time, however, my desire to go abroad intensified. I was particularly interested in a possible transfer to Club A*". (See Enclosure 2.4);

- In June 2024, you are seen with the Player on your social media platform, confirming the transfer to Club A, as evidenced below (See Enclosure 2.5);

Image C

- When requested for more information regarding your role in this transfer, on 7 March 2025 your legal representatives clarified that

  "*Our Client has been advising Player B and Player A ("Players") for several years in Country A as an officially registered player agent with the Country A Federation (CAF). He continues to provide general business advice to both Players"* and "(...) *recommended a licensed Country B player management agency to facilitate their transfers to Country B in mid-2024*" (See Enclosure 2.6).

- Upon insistence on this matter, on 27 March 2025, you re-emphasized that "*our Client only recommended a licensed Country B player management agency to the Player in case Player would consider such transfer."* (See Enclosure 2.7).

- Contrary to what is evidenced above in regard to communications with the Club, you claim that such conversations are limited to "*general developments in women's football*" and the "*general performance of individual players*".

- From the evidenced above, it is clear that throughout the preparation of the signing of the Player by the Club, you provided Football Agent Services to the Player, as you held an active participation in terms of communication with the Player and the Club in the preparation to conclude the transaction in question.

- As evidenced by the Club in its information provided to FIFA, this transaction was only not concluded by yourself, as you communicated that you were only licensed by the Country A Federation and you did not hold a FIFA license nor Country B Federation license.

- In this regard, it is safe to ascertain from the provided evidenced, that you rendered Football Agent Services to the Player, by directing the Club and Player to a licensed FIFA Football Agent to conclude the transaction.

Since you were found performing Football Agent Services without the required licence and said services were performed from the beginning of January 2024 at the latest (as per information of the Player), please be informed that this decision prevents you from submitting a new licence application in the Platform until **1 January 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the associations where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,

On behalf of the
Agents Department



Daniel Freitas
Legal Counsel

VIA FIFA AGENT PLATFORM
Agent A

Miami, 22 April 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 10 April 2025 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been rejected. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your agency "Agency A" provided Football Agent Services to clubs and players by organising trials, without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file that you provided Football Agent Services to players and clubs as per the evidence below:

- Although you state you have not organised any trials or receive any payments, your Instagram account shows exactly the opposite[1]:
    - On 20 February 2025, you posted the following in your Instagram account:

      "*Do you have what it takes to go pro? Club A, a professional club in the League A (3rd tier of Country A professional football), is offering a real pathway to a pro contract.*

      ✅ *Play directly with the club – No outside organizations, no middlemen*

✅ *Perform in front of real decision-makers – Coaches & staff who make the final call*

✅ *3/4 trial days – More time to showcase your talent compared to other trials (average combines are 2 days)*

The Best Value for the Best Price! No gimmicks. No politics. Just a first-come, first-serve opportunity to earn your shot at the next level".

- On 5 March 2025, once again you posted in your Instagram account the following[2]:
  - You "*partnered with clubs that are willing to give real opportunities to players*".
  - You offered "*Limited trial spots*" and "*direct access to the club and their decision-makers*".

Since you were found performing Football Agent Services without the required licence and said services were performed on 5 March 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **5 March 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

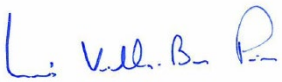
A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

[2] Enclosure 2

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

VIA E-MAIL
Agent A

Miami, 22 April 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 4 March 2025 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been rejected. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your Agency A provided Football Agent Services to Club A ("Club"), in the context of the international transfer of the player Player A ("Player") to this Club from Club B, without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Club as per the evidence below:

- On 7 January 2025, you were in direct contact with the Club's Sports Director A inquiring if the Club was "(…) *interested in Player A (former Club C player)*" and detailing the Players contractual situation by clarifying "*His contract expired and he is free & back in Country A and training again*" (See Enclosure 2.1 and as evidenced below)

Image A

[1] You can find the case file in the link provided to you in the Decision e-mail.

- On your social media account, you announce the signing of the Player to the Club (See Enclosure 2.2).

Image B

- In your agency Website A page[2], the Player appears as a client of your agency.

Image C

- When requested for more information regarding your role in this transfer, on 9 April 2025 you clarified that:

  "*My position in this deal was scout, scout for Club A. I have not made any transfer negotiations or contract negotiations. This was made made by the player and the club themselves*" and "*I didnt receive any offer and didnt provided any football agent services /offers*

  I have had no comunication ref the transfer because it was out my business" (See Enclosure 2.3).

- In this request for information, you also provided a so called "scouting agreement" signed on 20 January 2025, the respective invoice issued to the Club and the corresponding payment in relation to the services provided (See Enclosure 2.3, 2.4 and 2.5).

- However, it is important to note the following with respect to the so called "scouting agreement" (or "Commission Agreement" as it is headed):

  - The "scouting agreement" is signed by you and the Club for "*recruitment purposes*" and for "*performing the Services regarding Ilves's successful recruitment and registering the player, Player A (...)*" (as evidenced below).

  - From the information provided by the Club, you informed the Club's Sports Director A, that you were no longer the representative for the Player, and you were only working as a scout. Additionally, you also informed the Club's Sports Director that you have a licenced FIFA Agent in your company to deal with the transfer, but none was used in this transaction (see Enclosure 2.6);

  - The Club also provided the invoice issued to your company, Agency A and directed to your bank account, in the amount of 5000 euros for "*the scouting of Player A (...) for the contract year 2025*" (see Enclosure 2.7).

[2] Link A

Image D

- In relation to the payment structure, you are entitled to "signature commissions" totaling €10,700 paid between January 2025 and May 2026, as demonstrated below:

Image E

- In addition, there is also a "Sell on" clause in relation to a future transfer of the Player (as evidenced below):

Image F

- From the evidenced above, it is clear that you performed Football Agent Services to the Club by facilitating the registration of the Player, by negotiating contractual terms via the "signature commission" and that these fees are tied to the Player's employment contract duration, in addition to the "sell on" clause for future transfers.

- Although you were allegedly appointed for "recruitment" or "scouting" purposes, it is clear from all the evidence available to FIFA that this "scouting agreement" works as a representation agreement.

- While "scouting" is classified as Other Services in the FFAR, this agreement exceeds passive scouting by directly facilitating a transaction and presents an obvious misrepresentation of Football Agent Services by disguising itself as a "scouting agreement", in a clear attempt to circumvent the FFAR.

- The dubious nature of your "scouting services" are also highlighted by the information provided by the Club on 11 April 2025, when the Sports Director states (view Enclosure 2.8):
  "*First we got the scouting report regarding player by phone call and it was open discussion and description about the profile of the player and his performance level of previous season. We was reported by phone that player is really versatile player who can play as a left back, left wing back and also left side center back. We were told that his current Country B Club played him as a winger also, but this is not a optimal position and he is searching new team.*

  Based on on that first conversation and report about the player, we did a comprehensive scouting report about the player as well. (we have a two-step scouting process)."

- The Club then proceeded to produce their own scouting report with no involvement on your part, which raises considerable doubts about what services you actually provided.

- It is interesting also to note that on 5 June 2024 you provided football agent services to the Club regarding another player (also in your agency Transfermarket page) which shows that is not the first time that you have been in breach of the FFAR.

Since you were found performing Football Agent Services without the required licence and said services were performed on 20 January 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **20 January 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the associations where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,

On behalf of the
Agents Department



Daniel Freitas
Legal Counsel

VIA AGENT PLATFORM
Agent A

Miami, 13 May 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 12 April 2025 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been rejected. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your agency "Agency A" provided Football Agent Services to Club A ("Club") and the player Player A ("Player"), in his national transfer from Club B to said Club A, without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Club and the Player as per the evidence below:

- Firstly, your confirmation that you were "*involved in the player transfer of Player A*" (Enclosure 3).

- Secondly, this was also confirmed by the Club (Enclosure 4.)

- Although you state that Agent B, licensed agent, provided Football Agent Services in this transfer, all the evidence shows exactly the opposite, i.e., that you were the one effectively providing Football Agent Services to the Player and the Club:

[1] You can find the case file in the link provided to you in the e-mail.

- Between January and February 2025, several communications exchanged between you and the Club (see below) – and not the licensed agent - shows that you were providing football agent services to the Club and the Player (Enclosures 5 to 8)

Image A

"*Hi Club A Representative,*

As discussed, I am sending you the quote template for Player A.
Let's talk about it soon.

Best regards

Agent A"

Free translation

Image B

"Good morning Agent A,

I have incorporated some adjustments from your counterproposal and a common direction. In doing so, we must and want to enable steps that are "healthy" for the boys.

We would discuss the issues of the fixed transfer fee and agent's fee once we have reached an agreement on the overarching issues.

Please review the draft and feel free to contact me personally to discuss it further.

We are very keen to implement this, but we are aware of our limitations and possibilities. Let's do our utmost to find a way forward!!!

Thanks. I am available".

Free translation

Image C

"Good morning Agent A,

In order to start the process promptly, I need the reliable fixed amount of the exit clause for the 2025/2026 summer transfer window. Ultimately, I have to draw up a budget and need all the payments that can be planned.

Thank you very much. I will prepare an offer at the same time".

" Good morning Club A Representative,

That sounds like a good plan.

The total amount is exactly €42,016.81 plus sales tax for a club in the 3rd league.

Best regards
Agent A"

Free translation

- On 24 March 2025, the agency A signed the representation agreement with the Club and the Player confirming indeed who has effectively provided Football Agent Services and being remunerated for those services (Enclosure 9).
- The agency social media[2] confirmed their participation on the transfer of the Player.

Image D

- The agency A Website A page shows not only the Player as a client of the agency, but also other players as clients but no reference whatsoever to the licensed agent[3]

Image E

Since you were found performing Football Agent Services without the required licence and said services were performed on 24 March 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **24 March 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Federation

VIA AGENT PLATFORM
Agent A

Miami, 13 May 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 11 April 2025 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been rejected. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your agency "Agency A" provided Football Agent Services to Club A ("Club") and the player Player A ("Player"), in his national transfer from Club B to said Club, without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Club and the Player as per the evidence below:

- Firstly, confirmation from the Club that you were involved in the Player transfer (Enclosure 4.)

- Although you state that Agent B, licensed agent, provided Football Agent Services in this transfer, all the evidence shows exactly the opposite, i.e., that you were the one effectively providing Football Agent Services to the Player and the Club: In January 2025, several communications exchanged between you and the Club (see below) – and not the licensed agent - shows that you were providing Football Agent Services to the Club and the Player (Enclosures 5 to 8)

[1] You can find the case file in the link provided to you in the e-mail.

Image A

"*Hello Agent A,*

Due to the short notice, here are the basic conditions for Player A as a simple overview:
Term: immediately - June 30, 2025
Monthly salary: €5,000
Point bonus: €400
Promotion bonus: equivalent to points earned
Consultant commission: 8% of monthly total basic salary (5/12): $2,000

Regarding the apartment: Player A could move into Player B's apartment immediately. It is furnished and available. It costs €520. The guys can get in touch with each other there to clarify the details.

PS: Please get in touch with me after receiving this email. I would like to discuss one more thing with you.
Thanks,
Club A Representative"

Free translation

Image B

"Here is the agreement for you.
Please review and approve it as well.

Thank you.
Club A Representative".

Free translation

Image C

"Good morning Agent A,

Please find attached the documents for Player A. Please check the content and send me your approval.
The documents for the agency will follow shortly.

Club A Representative"

Free translation

- On 30 January 2025, the Agency A signed the representation agreement with the Club and the Player confirming indeed who has effectively provided Football Agent Services and being remunerated for those services (Enclosure 11).
- In fact, an invoice was issued by the Agency A, that was later paid by the Club (Enclosures 9 and 10).
- Finally, the Agency A Website A page shows not only the Player as a client of the agency, but also other players as clients but no reference whatsoever to the licensed agent[2]

Image D

Since you were found performing Football Agent Services without the required licence and said services were performed on 30 January 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **30 January 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.
For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the Agents Department

Luis Villas-Boas Pires
Head of Agents

Copy: The Country A Federation

VIA AGENT PLATFORM
Agent A

Miami, 13 May 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 15 April 2025 on the FIFA Agent Platform (hereinafater the "Platform"), we hereby inform you that your licence application has been rejected. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the Coach A ("Coach"), in his international move to Club A and then the national move to Club B ("Transactions"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Coach as per the evidence below:

- Confirmation from the Club B that you "*are a partner of Company A"* and that you "*played a supporting role in reviewing the draft contract on behalf of the coach before it was signed*" (Enclosure 2).

- Your statement that the Coach "*would seek my opinion on contracts*", which are confirmed in WhatsApp communications between you and the Coach (Enclosures 4 to 9)

Image A, B and C

[1] You can find the case file in the link provided to you.

- Further, there are several social media posts evidencing your role as the Football Agent of the Coach in these Transactions:[2]

Image D, E and F

- In your LinkedIn and Instagram profile, you state that you are a Football Agent with "*proven track record of success*" that has concluded "*more than 50 deals*"[3]

Image G and H

- Finally, in other instances you have provided Football Agent Services to other clients as per the below social media post where the client thanks you for getting the deal done [4]

Image I

Since you were found performing Football Agent Services without the required licence and said services were performed on 4 February 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **4 February 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department

Luis Villas-Boas Pires
Head of Agents
Copy: Country A Federation

[2] Link A
[3] Link B and C
[4] Link D

VIA EMAIL
Agent A

Miami, 13 May 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

As you know, pursuant to article 11 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), only a Football Agent may perform Football Agent Services.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your agency "Agency A" provided Football Agent Services to the player Player A ("Player") in the potential extension of his employment contract with the club Club A ("Club") or other potential employment opportunities, without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear that you provided Football Agent Services to the Player as per the evidence below:

- Your statement, as the Player agent, in this sports website[1] about the different employment opportunities the Player has:

  Original Text in Country A Language

  "*Website A contacted Player A's advisor. Club A hasn't approached us yet. But we're naturally very open to discussions about the future. Player A feels very comfortable at Club A, and Club A still has a lot planned. He would like to continue down this path. But, of course, we have to keep an eye out just in case. And I can reveal that there are alternatives for Player A," explains Agent A*".

  Free translation

[1] Link A

- In the Website B, your Agency A, lists the Player as your client and you as an owner of the agency

Image A

Since you were found performing Football Agent Services without the required licence and said services were performed on 6 March 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **6 March 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department

Luis Villas-Boas Pires
Head of Agents

Copy: Country A Federation

VIA AGENT PLATFORM
Agent A

Miami, 13 May 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 24 March 2025 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been rejected. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your agency "Agency A" provided Football Agent Services to the players Player A and Player B ("Players"), in the extension of their employment contracts with Club A ("Club"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Players as per the evidence below:

- Firstly, a confirmation from the Club that you "*presented* [yourself] *as a football agent representing Player A and Player B*" and that you confirmed that you are an agent licensed by FIFA (Enclosure 3).

- Secondly, several communications exchanged between you and the Club which show that you were providing Football Agent Services to the Players (see below and enclosures 4 to 16)

[1] You can find the case file in the link provided to you in the e-mail.

Image A

"*Good morning Agent A,*

Please find attached the draft contract for Player A. If it is acceptable to you, please write to me so that we can prepare both versions for our meeting on Friday.

Best regards and see you later,

Club A Representative"

Free translation

Image B

"*Thank you very much, Club A Representative. I will go through everything with Player A and get back to you as soon as possible. Can you also send me the agent agreement here sometime this week?*"

Free translation

Image C

"Here is the contract offer agreed with A for Player A. Take a look when you get a chance and discuss it with him. You can discuss it with A at your meeting on Friday."

Free translation

Image D

"B, A and I had another chat about Player A today. We would offer him a contract from the summer for the U-21 team. We will not (be able to) facilitate a transition before then, as players can't train with a Youth Academy A, even under an "alternative" contractual arrangement, if they have been at another Youth Academy A in the preceding year. It would also probably not look great from the outside, especially to the other Youth Academy A in Region A."

Free translation

Image E

"Club A Representative, will you be able to get this done in the next couple of hours?

I'll do my best but it shouldn't be a problem.

EUR 1,200 for both years.

We still need his date of birth and the address.

DOB

Address

Nationality: Country A

Thanks!

Place of birth?

City A"

Free translation

Image F

"Here is the draft contract.

We'll take care of the commission.

I have to check whether the flat is still available.

From when does Player B want it?"

Free translation

Image G

"Here is the commission agreement.

When will you know where Player B will be signed until 30 June 2025?

We want to include it in the preamble to the employment contract."

Free translation

Image H

"We can do EUR 1,200 for Player A. We'd like to keep the breakdown as proposed, as it can realistically be achieved in the near future.

If you agree, we can draw up the relevant contract.

The contract for Player B is ready. I sent you the current version, didn't I?

I'll be in Club A from Thursday, but I don't necessarily have to be there when the contracts are signed. I'm relaxed on that front."

Free translation

Image I

"Can you please let me know your preference regarding this and times that would suit you?

Yes, talk to Player A about it. We'll look into the flat, but I can't promise anything.

Hello Club A Representative, let's do it that way for Player A. The flat is, however, very important, as he has to leave home soon. We have to look at that soon. Can you send me the contracts, please?"

Free translation

Image J

"... we'll keep an ear out.

Friday at 12:00 or 14:00?

Let's say Friday at 14:00.

We'll do both at the same time, right?

That way, I'll also let Player B know straight away.

Good. We'll pencil it in. I'll invite Kevin to the meeting."

Free translation

Image K

"So, at 14:00 at the office?

Yes, exactly.

We'll then go to mine and B's office.

I'm running about 10-15 minutes late. The GPS says there's a traffic jam on the motorway.

No worries; we'll manage.

Don't drive too quickly."

Free translation

Image L

"Thank you!

It's great that we've found a solution that works for both sides.

We'll keep at it and together find a way to support the boys on their way."

Free translation

- The agency social media[2] posts confirmed their participation on the employment contract extension of the Players.

Image M

Image N

Since you were found performing Football Agent Services without the required licence and said services were performed on 5 February 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **5 February 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department

Luis Villas-Boas Pires
Head of Agents

Copy: Country A Federation

FIFA

Decision of the FIFA general secretariat

Case ref. no. FAD-XXXXX

Football Agent: Agent A

14 May 2025

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A. Executive Summary

1. Agent A is a licensed Football Agent (hereinafter: "Agent") with license number XXXXXX-XXXX.

2. The Agents Department received a report via the FIFA Reporting Portal, alleging that the Agent had an interest in the Club A ("Club").

3. In order to verify that the Agent is in compliance with the eligibility requirements set out under article 5 para. 1 a) lit iv and v of the FIFA Football Agent Regulations (hereinafter: "FFAR") the Agents' Department requested the Agent to provide information regarding his potential Interest (as defined in the FFAR) or his position in a club or academy (Annex 1).

4. On the same date, the Agents' Department requested the Club to provide information about its date of constitution, name of shareholders and members of the board, as well as their articles of association (Annex 2)

5. On 6 February 2025, the Agent informed that "*I don't have any interest, direct or indirect in a Club or Academy*" (Annex 3).

6. However, it results from all the evidence and information on file that the Agent does not comply with the eligibility requirements set out under article 5 para. 1 a) lit. v FFAR, because he holds an Interest in a club.

7. In light of all these circumstances, in application of art. 17 para. 1 FFAR, the license of the Agent has been provisionally suspended.

B. Facts of the case

8. On 21 January 2025, the Agents Department received a report via the FIFA Reporting Portal, regarding a potential violation of article 5 of the FFAR, due to the alleged interest that the Agent has in the Club A.

9. On 30 January 2025, the Agents Department sent a request for information to the Agent to confirm that he complies with the eligibility requirements set out under article 5 of the FFAR (Annex 1); in particular whether he has any Interest in a club or academy, and to specify:

   (i) official name of Club and /or Academy;
   (ii) entity to which it is affiliated (club or association, as applicable);
   (iii) his exact position and a short explanation of his tasks; and

(iv) specify if he is an employee and/or have any contract with that club and /or academy.

10. On the same date, the Agents Department requested the Club to provide information about their date of constitution, name of shareholders and members of the board, as well as their articles of association.

11. On 6 February 2025, the Agent provided his position as follows (Annex 3):

"I acknowledge receipt of your correspondence dated 30 January 2025, which deserved my best attention.

As requested, I hereby confirm that I don't have any interest, direct or indirect, in a Club or Academy"

12. On 6 February 2025, the Club provided, among others, the following information (Annex 4):

*b) **The sole shareholder of Club A is the Company A**, registered with no. X, with headquarters at Address A, **whose partner is Partner A**, as evidenced by the document "Simplified Certificate" issued by the official registry office in the state A, Country A (Doc. 02).*
(emphasis added)

13. On 12 February 2025, the Agents Department sent a new request for information to the Agent, requesting to provide detailed information regarding the relation between him and the following individuals: Individual A, Individual B and Individual C. (Annex 5).

14. On 17 February 2025, the Agent provided his response and the correspondent attachments stating the following (Annex 6, 6.1. and 6.2):

*In compliance with the above, I shall clarify that **Individual C is my daughter, as demonstrated by the copy of the national identification (Document n.° 1) and birth certificate (Document n.° 2)***

15. On 5 March 2025, the Agents Department sent a new request for information to the Agent, asking for the documents and all available information related to the sale or transfer of the shares of the Company A, to his daughter Individual C, the statutes of said company, etc. (Annex 7).

16. On 19 March 2025, the Agents Department sent a reminder regarding the request for information sent to the Agent on 5 March 2025 (Annex 8).

17. On 25 March 2025, the Agent sent his response as follows (Annex 9):

In compliance with the above, I shall clarify regarding:

First Paragraph: As requested, please find attached the "SEVENTH AMENDMENT TO THE ARTICLES OF ASSOCIATION" of the Company A (Document No. 1). This document provides all the requested information, including the date and terms ***under which I sold and transferred my shares in the aforementioned company to Individual C.***

Second, Third and fourth Paragraphs: Company A, ***as a single-member company, does not have Statutes, Assemblies, or a Board of Members.***

Once again, the aforementioned document contains the 'CONSOLIDATED ARTICLES OF ASSOCIATION,' which includes all relevant company information, such as Corporate Purpose, Share Capital, Single-Member Company Declaration, Partner's Liability, Company Management, Manager's Deliberation, and Eligibility to Perform Activities.

(Emphasis added)

C. Applicable rules for Agent Licensing

18. Art. 5 par. 1 of the FFAR states that:

"An applicant must:

a) upon submitting their licence application (and subsequently thereafter, including after being granted licence):
[...]
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 organization connected directly or indirectly with such organisations and entities;
v. not hold, either personally or through their Agency, any interest in a club, academy, league or Single- Entity league.

19. Art. 17 of the FFAR states that:

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 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"

E. Considerations from the Agents Department

20. As mentioned above, the Agent provided his response stating he has no interest, direct or indirect in a club or academy.

21. However, according to the supporting documents attached by the Agent and the Club, along with public information available to FIFA, the Agent has had and remains with an Interest in the Club.

a. <u>Corporate documents proving that the Agent had and still has an Interest in the Club</u>

22. Firstly, as per the evidence below, before submitting a licence application with FIFA, the Agent was the owner and legal representative of sole Club's shareholder, Company A[1]:

TWENTY-NINTH EXTRAORDINARY GENERAL MEETING OF Club A HELD ON 06/21/2023 (Annex 10)

Image A

***DATE AND PLACE**: On the 21st day of June 2023, at 10:00 a.m., at the company's registered office, located at Address A, the only shareholders of the company met in person,*

[1] A company that has as a corporate purpose the "*provision of agency services for football athletes, administration of the assignment and use of athletes' image rights; - provision of sports intermediation services*".

***ATTENDANCE**: All shareholders represented by their signatures in the Attendance Book.*

***SHAREHOLDERS AND COMPOSITION** OF **THE BOARD**: Chief Executive Individual A, Directors Individual D, Administrative and Financial Director Individual B**,** Country A Nationals, married under the regime of partial communion of property, businessman, registered with the Country A Federation, and holder of identity card no. X, born on DATE X, resident and domiciled at Address A. **Individual E** , **and the legal representative of Company A, the company's shareholder, Agent A , Country B National,** married abroad under the regime of partial communion of property, businessman, born on DATE X, born in City A – Country B, bearer of Country A Federation no. X, and no. X, issued by the Committee A, resident and domiciled Address B,*

(free translation of the relevant part and emphasis added)

Image B

***DELIBERATION:** After presenting the agenda, CEO **Individual A** thanked everyone for attending the meeting, and appointed **Individual B** to act as secretary and to draw up these minutes, which were accepted and the quorum for the installation of the Meeting was verified - in accordance with Article 125 of Law n.o X. Next, the presiding director presented the following agenda to be discussed and deliberated: **a) Transformation of the Company**, which will become a Football Anonymous Company, under the terms of Law X of August 6, 2021; **b) Change in the name of the company; which will become: Club A, c) Changes to the Board of Directors, Fiscal Council and Executive** Board**-** The Fiscal Council is a permanent body.*

(free translation of the relevant part and emphasis added)

23. In the above-mentioned Club's meeting, the Agent, through his company, elected the board of directors of the Club for 2023/2025 mandate. The current board of directors of the Club is managed by individuals appointed by the Agent.

24. In addition, although it appears that formally the Agent is no longer (on paper) being the legal representative of "Company A" (hereinafter the "Company"), which is sole shareholder of the Club, he, along with his wife, transferred the Company to his daughter who is a family member in first line (Annex 11), as per evidence below:

Company A
SEVENTH AMENDMENT TO THE ARTICLES OF ASSOCIATION

PURPOSE OF THIS AMENDMENT:
01 - Admission of a New Partner;
02 - Withdrawal of Partners and Quota Transfer;

03 - Declaration of Single-Member Status;
04 - Company Management;
05 - Eligibility to Perform Activities;
06 - Contractual Consolidation.

***Agent A**, Country B National, married abroad under acquired property regime, entrepreneur, born on Date X, holder of Country A ID No. X issued by Committee A and registered with Country A Federation under No. X, residing at Address B.*

***Individual E**, Country B National, married abroad under acquired property regime, entrepreneur, born on Date X, holder of Country A ID No. X issued by Committee A and registered with Country A Federation under No. X, residing at Address C; Being the sole partners of Country A, established at Address A, registered under No. X, with articles of association filed at Committee B – State A Commercial Board under No. X, hereby resolve by mutual agreement to execute this contractual amendment under the following terms:*

CLAUSE FIRST – Admission of a New Partner
*As of this date, **Individual C**, Country B citizen with equal rights, as per Certificate of Equality issued in City B-State B on Date X, married under full separation of assets, entrepreneur, born on Date X, holder of Country A ID No. X issued by Committee A and registered with Country A Federation under No. X, residing at Address C, joins as partner.*

CLAUSE SECOND – Withdrawal of Partners and Quota Transfer
In this act, the partners:
*- **Agent A**, as qualified above, withdraws from the company, selling and transferring the entirety of his quotas, namely 1,510,500 (one million five hundred and ten thousand five hundred) quotas, at the nominal value of 1.00CA(one Country A Currency) each, in national currency amounting to 1.00CA(one Country A Currency) each, in national currency amounting to 1,510,500.00CA (one million five hundred and ten thousand five hundred Country A Currency), to the partner **Individual C**, as qualified above, who hereby joins the company.*

***Individual F**, as qualified above, withdraws from the company, selling and transferring the entirety of her quotas, namely 79,500 (seventy-nine thousand five hundred) quotas, at the nominal value of 1.00 CA (Country A Currency) each, in national currency amounting to 1.00CA(one Country A Currency) each, in national currency amounting to 79,500.00CA (seventy-nine thousand five hundred Country A Currency), to the partner **Individual C**, as qualified above, who hereby joins the company.*

First Paragraph

*The partners **Agent A** and **Individual F** hereby declare the transferred quotas fully settled, conveying all associated rights and obligations to the purchaser, granting full, general, absolute, and irrevocable discharge, with no further claims whatsoever.*

Second Paragraph
Following these changes, the share capital shall be distributed as follows:

PARTNER QUOTAS VALUE %
Individual C 1,590,000 Country A Currency
1,590,000.00 ***Country A Currency***

25. By the time the Agent submitted a licence application, and the licence was issued, the Agent was still a shareholder of "Company A" and consequently had an Interest in the Club.

26. It is noted that two days after the licence was granted, i.e. on 21 September 2023, the Agent and his wife, who was also a shareholder of the same company, transferred the quotas in their entirety to their daughter, becoming "Company A", in a single-member company, seemingly with the sole objective to comply with the eligibility requirements established by the FFAR.

b. <u>Publicly available information shows that the Agent has had an interest in the Club for decades</u>

27. As per the evidence below[2], the Agent is publicly known and recognized as the founder of the Club. In fact, in June 2023, the Agent was granted citizenship due to his role in front of the Club:

Image C

*The draft legislative decree that made the tribute possible, which was unanimously approved in plenary, was authored by Councilor A. **<u>"The arrival of Club A in the city, through Agent A, generates jobs and income, as well as being one of the teams in Brazil that exports the most players</u>**," commented Councilor A.*

"Agent A has been of great importance to the city of City C, as he has developed his projects all aimed at our community, taking his name all over Country A," wrote the councillor in the justification for the project.

Agent A is a Country B Citizen. ***He arrived in State A in 1995 as a soccer entrepreneur. He created Club A in 1999, but ended up moving the team-company to City C in 2005, founding Club A.***

In 2011, Club A won the Third Division Championship. In 2017, the team won the Second Division Championship. In 2021, the main achievement came: the First Division Championship.

(free translation and emphasis added)

28. It is worth noting that the Agent in another Country B media outlet is publicly referenced as a prominent football Agent, owning the Club and transferring a significant number of players from his Club to Country B[3]:

Image D

One of the most curious cases, and one that deserves to be mentioned here, concerns ***Agent A. Licensed by FIFA since 1998, founder of Company B, he soon established privileged relations in Country A, bringing a number of players to Country B, many of them for the professional leagues****.*

Since taking control of Club A in 1999, ***the businessman has transferred no fewer than 160 players, overwhelmingly to Country B****. The first was Player A, a high-quality midfielder who joined Club B and then Club C; two years later it was the turn of Player B, who would make his mark at Club D, before moving on to Club E and Club F.*

Years later, Club A moved to another city and changed its name to Club A. ***It's not just a club focused on creating players and doing business for Continent A soccer, but also on sporting concerns****.*

...

Because of his relationship with the clubs and the quality of the players, Agent A seems to have an easy time getting them into national soccer*. He never gives interviews, rarely allows himself to be photographed and rarely likes to appear in public, being mainly a man committed to his work.*

...

In the same way that Agent A controls a club in Country A and has privileged relations on the other side of the Ocean A*, a Country A, ..., has also had a similar experience, albeit in very different ways.*

(free translation and emphasis added)

c. <u>Transfer Matching System (TMS) information shows that the Agent is still active with the Club</u>

29. According to the information on TMS (see below), on 2 August 2024, the Agent was involved in the international transfer of the player Player C who was transferred from the Club to Club B acting as the Agent of the engaging club.

Image E and F

d. <u>The Agent indeed has an Interest in the Club</u>

30. Although nowadays the Agent does not formally hold any position in the Clubs' structure, he remains with an Interest in the Club through a first line parental relationship with the sole shareholder of "Company A.", owner of the Club.

31. It is evident that the transfer of the shares of "Company A" to the Agent's daughter was executed only to formally comply with the FFAR (in particular, the eligibility requirements established in its article 5). This transfer does not necessarily mean that the Agent has set himself apart from the Club. A Club that the Agent:

(i) founded in 1999.
(ii) moved to another city in 2005.
(iii) received citizenship due to his outstanding role in the Club's city council.
(iv) appointed its board of directors for the current mandate.
(v) is still involved in international transfers from the Club.

32. It remains unplausible that the Agent by formally transferring the shares of "Company A", the sole owner of the Club, to his 30-year-old daughter, would not put in the Agent in the position that would no longer enable him to exercise a material, financial, commercial, administrative, managerial or any other influence over the affairs of the Club. The past corporate relationship between the Club and the Agent, along with the current transfers made by the Club where the Agent is involved, and the family relationship with the sole shareholder of the Club, shows that the Agent is still in a position to exercise influence in the Club.

33. In addition, no plausible reason was ever presented as to why, suddenly, the Agent would transfer ownership in the Club to his daughter. This corroborates that this transaction was exercised only with the purpose of appearing to comply with eligibility requirements.

34. One must remain mindful of avoiding possible circumventions of the FFAR and of its requirements that football agents may not hold any Interest in a club. It cannot be enough to transfer the full ownership of a club to a direct family member, to avoid that an Agent no longer has an Interest in such Club. Allowing such circumventions would defy the requirement of not having an Interest in a club of its purpose and effectiveness.

35. According to the eligibility requirements under art. 5 par. 1 letter a) number v) of the FFAR, an applicant must, upon submitting their licence application (and subsequently thereafter, including after being granted licence), not hold, either personally or through their Agency, any Interest in a club or an academy.

36. For any avoidance of doubt, paragraph 2.2 of the FIFA Football Agent FAQs edition March 2023, establishes the following:

2.2 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).**

37. As per the evidence, it is clear that:

    a. the club Club A is part of association football.

    b. the Agent holds an Interest in the Club that enables him to exercise a material, financial, commercial, administrative, managerial over the affairs of the Club by having a direct family relationship with the single member and legal representative of "Company A" which is sole owner of the Club.

38. The Agent is currently breaching article 5 par. 1 a) lit v of the FFAR.

39. Art. 17 para. 1 of the FFAR states that if a Football Agent fails to meet the eligibility requirements at any time, their license shall automatically be suspended.

40. In view of all the above, the interest the Agent has in the Club A, either direct or indirect shall lead to the automatic provisional suspension of the Agent's license.

F. Conclusion

41. In light of the above, the FIFA general secretariat deems that the Agent's family relationship with the sole shareholder of the Club, reflects an Interest in the Club and thus renders him ineligible to continue acting as a Football Agent in accordance with art. 5 par.1 a) lit. v of the FFAR.

42. Consequently, based on art. 17 para. 1 of the FFAR, the license of the Agent must be provisionally suspended.

43. In this context, it must be noted that art. 21 FFAR is currently temporarily suspended, as provided in the FIFA Circular no. 1873. Accordingly, it is not possible for the FIFA general secretariat to refer this matter to the FIFA Disciplinary Committee, as would otherwise be provided in art. 17 para. 3 b) FFAR.

44. Given the above, to ensure the possibility for the Agent to obtain an effective and impartial judicial review, the FIFA general secretariat hereby clarifies that this decision is a final decision in the meaning of art. 50 paragraphs 1 and 2 of the FIFA Statutes. Accordingly, it can be appealed before the Court of Arbitration for Sport (CAS) with seat in Lausanne, Switzerland, for CAS to render a definitive decision on whether the Agent complies with the eligibility requirements of art. 5 par. 1 a) lit. v of the FFAR.

G. Decision

45. The FIFA general secretariat notifies the Agent that:

45.1 the license number XXXXXX-XXXX is provisionally suspended, as per article 17 par. 3 lit. a) of the FFAR; and

45.2 this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1and 2 of the FIFA Statutes.

H. Attachements

- Annex 1 – FIFA correspondence to the Agent dated 30 January 2025
- Annex 2 – FIFA correspondence to the club Club A dated 30 January 2025
- Annex 3 - E-mail correspondence and position from the Agent dated 6 February 2025
- Annex 4 – Club A position dated 6 February 2025
- Annex 5 - FIFA correspondence to the Agent dated 12 February 2025
- Annex 6 – E-mail correspondence and position from the Agent dated 17 February 2025
- Annex 7 – FIFA correspondence to the Agent dated 5 March 2025
- Annex 8 – FIFA correspondence to the Agent dated 19 March 2025
- Annex 9 – E-mail correspondence and position from the Agent dated 25 March 2025
- Annex 10 - Club A XXIX Extraordinary Meeting
- Annex 11 – Seventh Amendment of Company A.

VIA E-MAIL
Agent A
c/o Legal Representative A

Miami, 14 May 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 3 April 2025 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been rejected. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your Agency A have provided Football Agent Services in relation to a transfer of a player to Country A from a club in Country B, without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services as demonstrated below:

- On 21 July 2024, you reached out on behalf of the Agency A to the FIFA Agents Department with the following e-mail (view Enclosure 2.1):

  "*Dear Mr Villas-Boas Pires,*

  We are an agency from Country A that has been officially registered with the Country A Federation since 2017.

[1] You can find the case file in the link provided to you in the Decision e-mail.

For a transfer from Country B to Country A we need the FiFA licence, otherwise the player will not get the playing permit in Country A.

We actually thought that this transfer would be possible without a FiFA licence, as the player's contract in Country B has expired and he is moving to Country A and we are registered in Country A.

Can you please help us as quickly as possible with what we need to do to be able to complete this transfer?

What documents do you need from us to register as quickly as possible?"

- In response to this correspondence, you were promptly informed that only individuals who have been granted a Football Agent licence by FIFA can provide Football Agent Services and were inquired to inform *from your agency who provided football services; and to what player and/or club did said individual provide football agent services to*. No reply was given on this regard.

- On 5 May 2025, you were once again inquired regarding this exchange in relation to your application to the upcoming FIFA Agent Exam. On 8 May 2025, via your legal representative, you admitted to providing the Football Agent Services stating:

  "*Our clients instructed us to inform you, that they did facilitate an international transfer from Country B to Country A during the Summer Transfer Window of the 2024/2025 season. At the time they were not in the possession of a FIFA Agent License. Our clients are – after having been advised by the undersigning – aware that they did preform Football Agent Services that they – under the current FIFA Football Agents Regulations ("FFAR") – should not have performed*". (See Enclosure 2.2)

Since you were found performing Football Agent Services without the required licence and said services were performed on 21 July 2024 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **21 July 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the associations where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,

On behalf of the
Agents Department



Daniel Freitas
Legal Counsel

Copy: The Country A and Country B Federations

VIA EMAIL
Applicant
E-mail address: *******@**********.**.**

Miami, 16 May 2025

FIFA Football Agent Regulations – decision
Ref. No. FAD-***** *(please always quote this reference in future correspondence)*

Dear Sir,

We make reference to our correspondence dated 30 April 2025, related to the FIFA Agents Department request for information regarding the alleged Football Agent Services that you have been performed, in the context of a Transfer (Annex 1).

Pursuant article 11 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), only a Football Agent may perform Football Agent Services.

As you are aware, article 4 paragraph 1 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information available to FIFA administration and the documents provided by the Football Association on 1 May 2025, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

Indeed, the information available to the FIFA general secretariat shows that you have provided Football Agent Services to the player **A,** (hereinafter the Player) in connection with the permanent transfer to Club A, without the required license, which makes you ineligible for the Football Agent license, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

1. According to the evidence, you were the person who negotiated with FIFA football Agent A, who represents Club B, to provide him with the player's contractual conditions. After several negotiations and exchanges of correspondence via WhatsApp (see Annex 2), the transfer was completed from Club B to Club A (Annex 3).

2. An extract of those conversations can be read as follows:

[17/06/2024, 14:17:10] Please see below the offer for Player A

[1] You can find the case file in the link already provided to you in the email correspondence.

3 + 1

Year 1
Currency Country A 2750
Currency Country A 550 per point
Currency Country A 8000 tax free relocation fee

Year 2
Currency Country A 2950
Currency Country A 590 per point

Year 3
Currency Country A 3150
Currency Country A 630 per point

Year 4 (option year)
Currency Country A 3500
Currency Country A 700 per point

Agency fee
7.5% duel rep of base wage

50% increase on promotion
25% decrease on relegation

[18/06/2024, 08:20:12] Agent A: Ping something over this morning mate so I can get this in line

Please bear in mind what I said to you about our base/ bonus

We're all very keen to make this work
…

[18/06/2024, 12:37:53] ***Applicant: Hi mate, please see below as discussed****.*
…

[18/06/2024, 16:38:30] Applicant: Hi mate, ***please see below as discussed. Our bottom line on the base salary guaranteed is £3,500 p/w and a 3 year deal, no option as believe in all aspects it is irrelevant with the idea of Player A coming in to be sold within 2 years****.*
…
[18/06/2024, 16:50:02] Agent A: Hi mate, please see below improved offer as discussed.

We've gone up each year too and given a big rise for the option (to protect Player A in the worse case him still being there)

[18/06/2024, 20:00:12] Agent A: Let me know when's good to call you mate

[19/06/2024, 17:27:57] Agent A: Hi mate, please see below improved offer as discussed.
…

[19/06/2024, 20:31:42] ***Applicant: Hi mate, this is the wording…***

"If the Club exercises the option, there will be a £75,000.00 buyout clause by 30 June 2024."

…

[19/06/2024, 20:47:28] Applicant: No worries mate. ***We're speaking to Person A, the owner/chairman at Club B pretty much every day and it's a clear 75k flat buyout with nothing else on top before the 30th June****.*

[23/06/2024, 12:20:13] Agent A: Can you send me the above please mate 👍🏻
[23/06/2024, 12:41:45] Agent A: Contracts are ready mate just need the above info and they'll be sent out to you 👍🏻
*[23/06/2024, 13:17:27] Applicant****: Player A***
…

[26/06/2024, 11:37:46] Agent A: Sorry just checked docusign ***still waiting for the player to sign****.. agent has signed*
*[26/06/2024, 12:02:08] Applicant****: All done mate please confirm***
[26/06/2024, 12:25:05] Agent A: ***Confirmed done it's official***
[26/06/2024, 12:25:31] Agent A: 1.15 announcement

(Emphasis added)

3. According to the definition of the FFAR, Football Agent Services are all 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 conclding a Transaction**.

4. In the case at hand, it is cristal clear that you performed football representation services for the Player in the context of the transfer between the aforementioned clubs.

5. It is worth mention that you had the opppotunity to be heard, in the context of your licence application submitted on 27 March 2025. nNtwithstanding, you decided not to answer our communication sent on 30 April 2025 (see Annex 1), thus on 6 May 2025, your licence application was rejected (Annex 4).

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

It is important to highlight that you did not answer either of the request for information sent to you on the above referred date, which leads the general secretariat to issue a decision based only on what takes part of the case file.

Since you were found performing Football Agent Services without the required licence, and said services were performed on 26 June 2024 at the latest, please be informed that **this decision prevents you from submitting a licence application until 27 June 2026.** Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged infringements of the FFAR occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,
On behalf of the
Agents Department



Anna Peniche
Senior Legal Counsel

Copy: Member Association Country A

VIA AGENT PLATFORM
Candidate A

Miami, 21 May 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX*(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 10 April 2025 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has been rejected. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your agency (Agency A) provided Football Agent Services to the coach, Coach A ("Coach'), in the extension of his professional employment contract with the club, Club A ("Employment"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Coach as per the evidence below:

- On 25 February 2025, you answer to an email from the Club A official, setting up the terms and conditions to the Coach Employment and your service fee (Annex 2):

[1] You can find the case file in the link provided to you in the e-mail.

Hello Person A,

Thank you very much for sending us the contract offer for our Coach A. After briefly discussing it with him, we would like to add the following point:

As was already the case during his time at Club A, we would like to include the travel allowance of 140 euros per month and hope that this can still be implemented.

In addition, I wanted to ask again whether the mini-job for Coach A is already available or whether a new position is being sought. In the past, there have always been challenges, which is why it would be important to me that the provision of a mini-job is already firmly planned.

Finally, I would like to make you a fair and transparent proposal: As an agency, we would issue you a one-time invoice for 1,000 euros (plus VAT) on 1 March 2025. Please understand that as a medium-sized agency with 15 years of industry experience, we cannot allow any of our placement and consulting services to end up as a zero-sum game.

Fortunately, we have repeatedly encountered clubs in the past that value our work – as I am sure you do. This also applies to our next meeting regarding Person B and perhaps two or three other topics.

I would therefore be delighted if we could agree on this one-off payment of EUR 1,000 for the second half of the season – I think this is absolutely feasible given your good visitor numbers. I am confident that we will reach a satisfactory agreement on all points and look forward to your feedback!

Free translation

- Then again, on 14 April 2025, you answer to an email from the same Club A official providing a counterproposal on the Employment of the Coach and your commission (Annex 5).

"Hello Person A,

Thank you very much for sending us your contract offer to extend the cooperation with our head coach, Coach A.

We are very pleased about the trust you have placed in us and share your hope for a successful and cooperative season preparation.

After intensive consultation with Coach A and taking into account the developments of the last months, in particular the salary structure following his move from City A, we would like to make you an adjusted counteroffer.

Our proposal for the Regional League season:

Basic salary: €3,250 gross

Training allowance: €250 net

Mini-job: €538 net per month

Point bonus: €100 per point

Placement bonuses:

€2,000 for 8th–9th place in the table

€3,000 for 5th–7th place in the table

€4,000 for 2nd–4th place in the table

Bonus payments:

Win of the state cup: €5,000

Victory in the 1st round of the Cup: €8,000

Further Cup rounds: individual negotiation

Promotion to the 3rd division: £12,500 gross

Additional benefits: Company car (hybrid or electric), as discussed, free of charge

For a possible promotion season to the 3rd division, we envisage the following conditions:

Basic salary: £7,500 gross

Mini-job: £538 net per month

Points bonus: £400 per point (1st–3rd place: £600 per point)

Bonus payments:

Single-digit league position: £5,000

Win of the State Cup: £5,000

Victory in the 1st round of the Cup: £8,000

Further Cup rounds: individual negotiation

Promotion to the 3rd division: €12,500 gross

Company car: as discussed, free of charge

Agency commission:

For the 2025/2026 regional league season, we envisage a one-off agency commission of €3,750 plus VAT

VAT, with an additional payment of €500 if the Cup is reached.

For the 3rd league season 2026/2027, we propose a commission of €8,000 plus VAT, also with an additional payment of €500 if the Cup is reached.

Note on commission:

When considering commissions, please bear in mind that in our industry, a full gross monthly salary is usually used as the basis for calculation.

If you convert the combination of gross salary and the agreed net flat rates in the Regional League accordingly, the market commission would actually be around £4,500. In the 3rd League, this figure would be significantly higher. It is important to us to continue working together on a basis of trust and fairness, as we have done in previous years – whether under Player A or with other players.

We also propose an annual contract with automatic adjustment to the 3rd league model in the event of promotion, combined with a corresponding contract extension option.

We look forward to your feedback and hope that we can find a solution that is fair for both sides."

Free translation

- On 5 and 9 May 2025, you sent the representation agreement to be entered between your agency and Club A (Annexes 6 and 7) where you refer to the name of a licensed football agent, Agent A, who, in accordance with the case file, has never performed any Football Agent Services in this Employment
- Finally, the agency social media[2] posts confirmed the agency participation on the Employment of the Coach.

[2] Link A



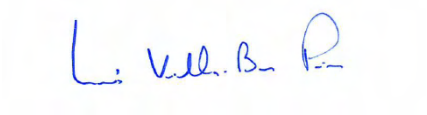
Since you were found performing Football Agent Services without the required licence and said services were performed on 9 May 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **9 May 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: The Country A Football Federation

VIA EMAIL
Applicant

xxxxxxxxxxxxx@gmail.com

Miami, 21 May 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

As you know, pursuant to article 11 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), only a Football Agent may perform Football Agent Services.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your agency "Agency A" provided Football Agent Services to clubs and players by organising trials, without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file that you provided Football Agent Services to players and clubs as per the evidence below:

- On 17 May 2024, a post from an Instagram club's account[1] shows that you have organised trials to several players (Annex 1), where it is stated that:

  "*Los jugadores fueron visitados por @Applicant agente de futbolistas y director de @agencyA*

  El agente viene trabajando con varios chicos del programa y que esta temporada consiguieron ser fichados por clubes del fútbol Country A.

  Applicant junto a su agencia, seguirán trabajando con jugadores de Club A de cara a la temporada que viene 💪"

  "The players were visited by @Applicant, football agent and director of @agencyA

[1] ******

The agent has been working with several boys from the programme, who this season have been signed by Country A football clubs.

Applicant and his agency will continue to work with players from Club a ahead of next season 💪 "

Free translation

- In that same post, you speak about those players, on how they have adapted fast and what are the plans for their future with the objective to transfer them to Italy (Annex 1).

- Again, in another post[2], it shows you talking about coming to Country B to look for players to be transferred (again) to Country A (Annex 2).

- Finally, your statement that you are a "*Director and founder of the football representation agency A, which has been in operation for over four years and has successfully transferred over 100 players and clubs, both in amateur and semi-professional categories, as I do not currently hold a FIFA license*".

Since you were found performing Football Agent Services without the required licence and said services were performed on 17 May 2024 at the latest, please be informed that this decision prevents you from submitting a new licence application until **17 May 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

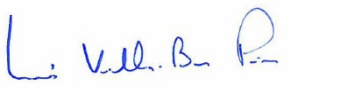
A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

[2] ***

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Member Association

VIA EMAIL
Candidate

Miami, 2 June 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 21 July 2023, we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services, in the context of promoting and requesting for players and clubs availability for potential transfers, and inviting interested parties to contact you directly, without the required licence, which makes you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services as per the evidence below:

[1] You can find the case file in the link provided to you in the Decision e-mail.

FIFA Legal & Compliance Division
396 Alhambra Circle, 6th floor, Coral Gables, Miami, Florida, USA 33134 T: +41 (0)43 222 7777 www.FIFA.com
Agents Department

- On 20 May 2025, you publicly advertise player opportunities on your social media for top-tier Continent A clubs, specifying positions (e.g., midfielder, winger, striker), salary arrangements, and age requirements. In addition, you mention to "*Send profile or recent video in private for more info*" suggesting a connection of players with clubs (Enclosure 2.1).



-

  -

- As evidenced below, you explicitly seek a striker for a 1st division Continent A club, outlining salary, benefits, and profile requirements. In addition, you also refer to their representation status addressing players *"without an agent or with agent who has full control*" (Enclosure 2.2).



- Finally, in another social media post, you openly promote networking with players, agents, and scouts to "*expand databases*" both national and internationally for the transfer window, offering collaboration with a Country A agency (view Enclosure 2.3).

- In your response for more information (Enclosure 2.4) dated 20 May 2025, you claim that you do not provide Football Agent Services, stating that you act solely as a collaborator with a registered intermediary company. You assert that your role was limited to scouting and administrative support, with no direct involvement in negotiations or financial transactions, and that all agent services were handled by the licensed company. However, your public posts actively and directly soliciting players for specific club opportunities, detailing salaries and roles constitute Football Agent Services as defined in the FFAR.

- In conclusion, from the aforementioned evidence provided, it is clear to the FIFA general secretariat that you actively promoted player transfers, solicited offers from clubs and interest parties and suggested representation of players interests.

Since you were found performing Football Agent Services without the required licence and said services were performed on 20 May 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **20 May 2027.** Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Daniel Freitas
Legal Counsel

Copy: Country A Football Federation

VIA EMAIL
Candidate

Miami, 3 June 2025

FIFA Football Agent Regulations – decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

We make reference to our correspondence dated 24 February 2025 and 5 March 2025, requesting information regarding the alleged Football Agent Services provided by you to the player, Player A**,** (hereinafter the "Player"), in the context of international transfers and/or trials.

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

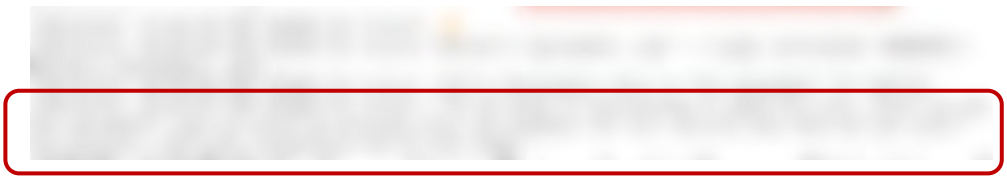
After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

Indeed, the information available to the FIFA general secretariat shows that you have provided Football Agent Services to the Player, in connection with potential international transfers to clubs from the Country A Football Federation and the Country B Football Federation, without the required license, which makes you ineligible for the Football Agent license, as per article 5 paragraph 1. b) of the FFAR.

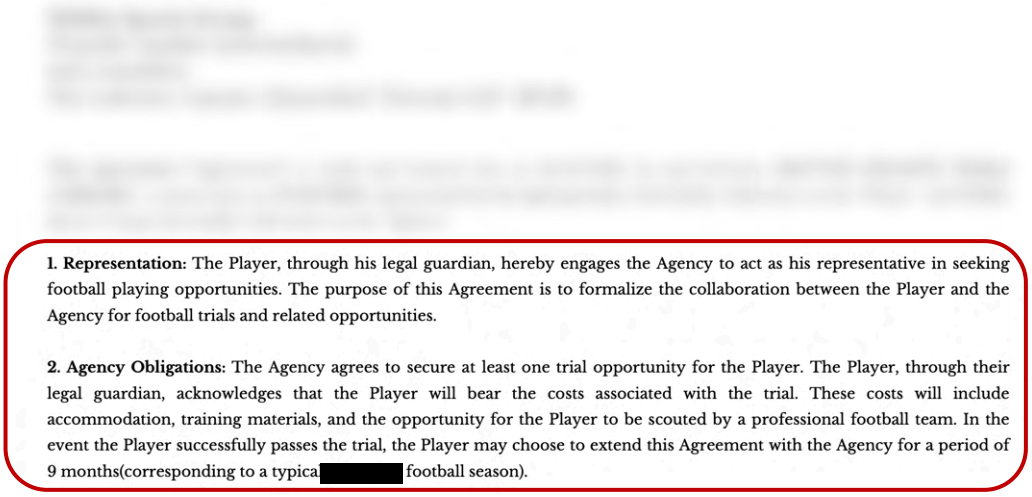
More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

1. **Representation Agreement entered between your agency, the Player and his legal guardian**

On 24 October 2024, you sent via WhatsApp a Representation Agreement with the Player (Annex 1) which was signed on behalf of the Agency, (hereinafter referred as to the "Agency"), according to which the Agency engaged to act as the Player's representative in seeking football playing opportunities.



[1] You can find the case file in the link already provided to you in the email correspondence.



1. **Representation:** The Player, through his legal guardian, hereby engages the Agency to act as his representative in seeking football playing opportunities. The purpose of this Agreement is to formalize the collaboration between the Player and the Agency for football trials and related opportunities.

2. **Agency Obligations:** The Agency agrees to secure at least one trial opportunity for the Player. The Player, through their legal guardian, acknowledges that the Player will bear the costs associated with the trial. These costs will include accommodation, training materials, and the opportunity for the Player to be scouted by a professional football team. In the event the Player successfully passes the trial, the Player may choose to extend this Agreement with the Agency for a period of 9 months(corresponding to a typica[redacted] football season).

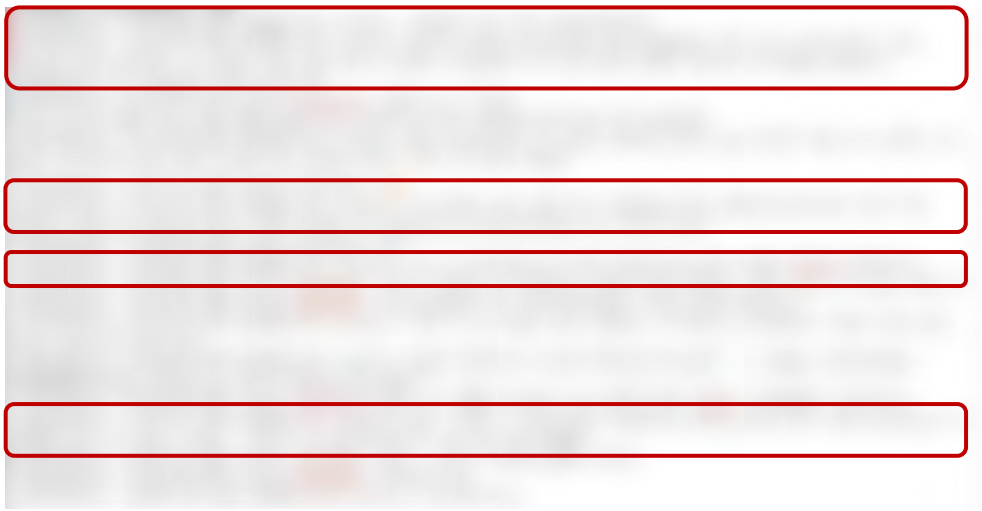
2. List of Teams

Following several exchanges of messages and calls with the Player's father regarding possible options for the Player, on 25 November 2024, you sent a list of Country A and Country B Teams that, might allegedly be interested on the Player (Annex 2).



3. Service Fee

On 28 October 2024, you requested the Player's father to pay the service fee, which was transferred to a private bank account according to your conversation below (Annex 3):



It is worth mentioning that you had the opportunity to be provided with your position, notwithstanding you decided not to answer our communications sent on 24 February 2025, and 5 March 2025 (Annexes 4, and 5).

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

Since you were found performing Football Agent Services without the required licence, and said services were performed on 16 December 2024 at the latest, please be informed that **this decision prevents you from submitting a licence application until 16 December 2026.** Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged infringements of the FFAR occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,
On behalf of the
Agents Department

Anna Peniche
Senior Legal Counsel

Copy: Country A Football Federation and Country B Football Federation

VIA EMAIL
Candidate

Miami, 3 June 2025

FIFA Football Agent Regulations – decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Madam/Sir,

We make reference to our correspondence dated 24 February 2025 and 5 March 2025, requesting information regarding the alleged Football Agent Services provided to the player, Player A**,** (hereinafter the "Player"), in the context of international transfers and/or trials.

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

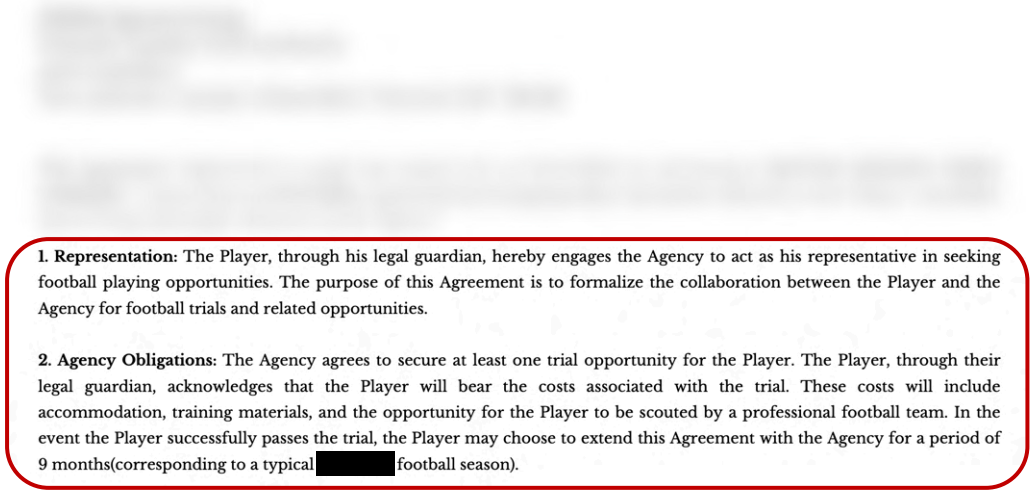
Indeed, the information available to the FIFA general secretariat shows that you have provided Football Agent Services to the Player, in connection with international transfers to clubs from the Country A Football Federation and the Country B Football Federation, without the required license, which makes you ineligible for the Football Agent license, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you through your Agency provided Football Agent Services to the Player as per the evidence below:

1. **Representation Agreement entered between your agency, the Player and his legal guardian**

On 24 October 2024, a Representation Agreement with the Player (Annex 1) was signed on behalf of *"Agency A"* (here in after referred as the "Agency"), according to which the Agency engaged to act as the Player's representative in seeking football playing opportunities.

[1] You can find the case file in the link already provided to you in the email correspondence.



1. **Representation:** The Player, through his legal guardian, hereby engages the Agency to act as his representative in seeking football playing opportunities. The purpose of this Agreement is to formalize the collaboration between the Player and the Agency for football trials and related opportunities.

2. **Agency Obligations:** The Agency agrees to secure at least one trial opportunity for the Player. The Player, through their legal guardian, acknowledges that the Player will bear the costs associated with the trial. These costs will include accommodation, training materials, and the opportunity for the Player to be scouted by a professional football team. In the event the Player successfully passes the trial, the Player may choose to extend this Agreement with the Agency for a period of 9 months(corresponding to a typical [redacted] football season).

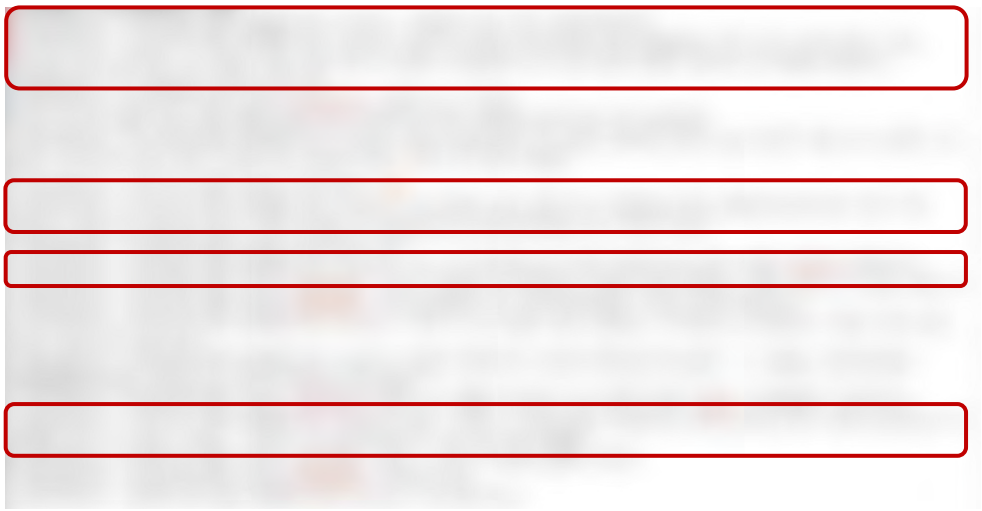
2. List of Teams

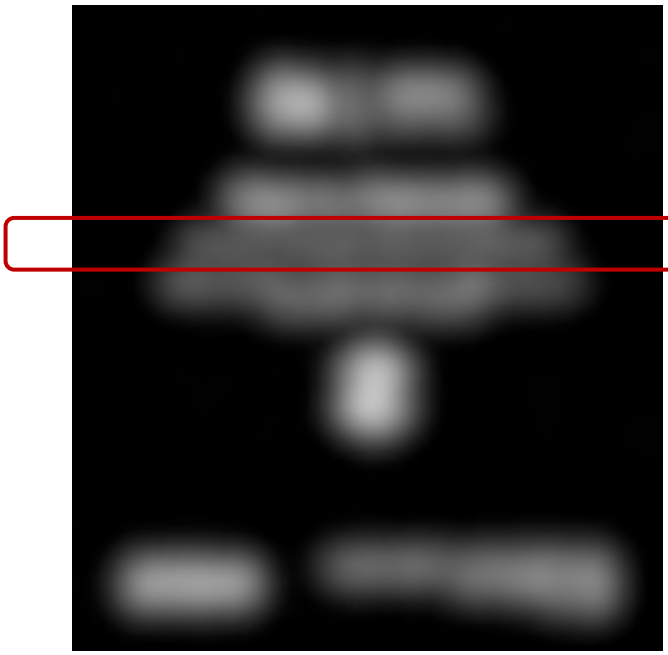
Following several exchanges of messages and calls with the Player's father regarding possible options for the player, on 25 November 2024, the Agency's representative sent a list of Country A and Country B Teams that might allegedly be interested in the Player (see Annex 2).

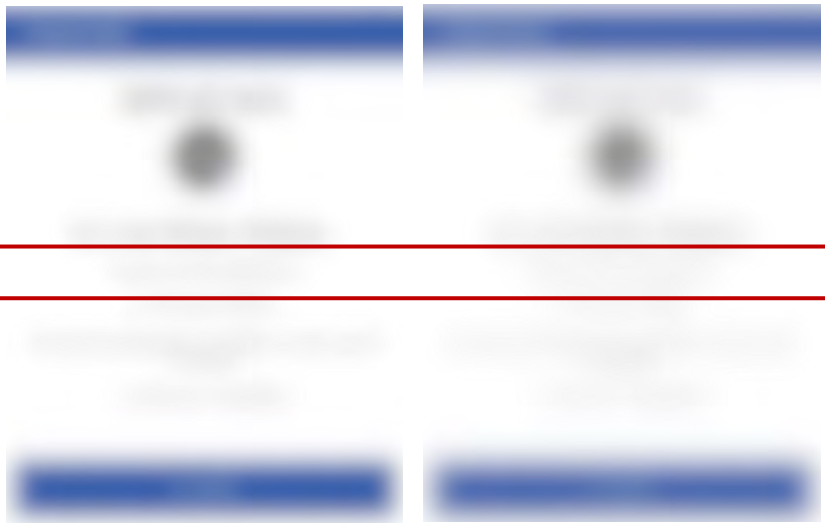


3. Service Fee

On 28 October 2024, the Agency's representative requested the Player's father to pay the service fee, which was transferred to your personal bank account as evidenced below (Annexes 3, 4, 5 and 6):









It is worth mentioning that you had the opportunity to be provided with your position, notwithstanding you decided not to answer our communications sent on 24 February 2025, and 5 March 2025 (Annexes 7, and 8).

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

Since you were found performing Football Agent Services without the required licence, and said services were performed on 28 October 2024 at the latest, please be informed that **this decision prevents you from submitting a licence application until 28 October 2026.** Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged infringements of the FFAR occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,
On behalf of the
Agents Department

Anna Peniche
Senior Legal Counsel

Copy: Country A Football Federation and Country B Football Federation

VIA EMAIL
Applicant
E-mail address: **********@gmail.com

Miami, 9 June 2025

FIFA Football Agent Regulations – decision
Ref. No. FAD-***** *(please always quote this reference in future correspondence)*

Dear Sir,

We make reference to our correspondence dated 14 May 2025, and 3 June 2025, requesting information regarding the alleged Football Agent Services provided by you to the Player A**,** (hereinafter the "Player"), in the context of international transfers and/or trials.

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

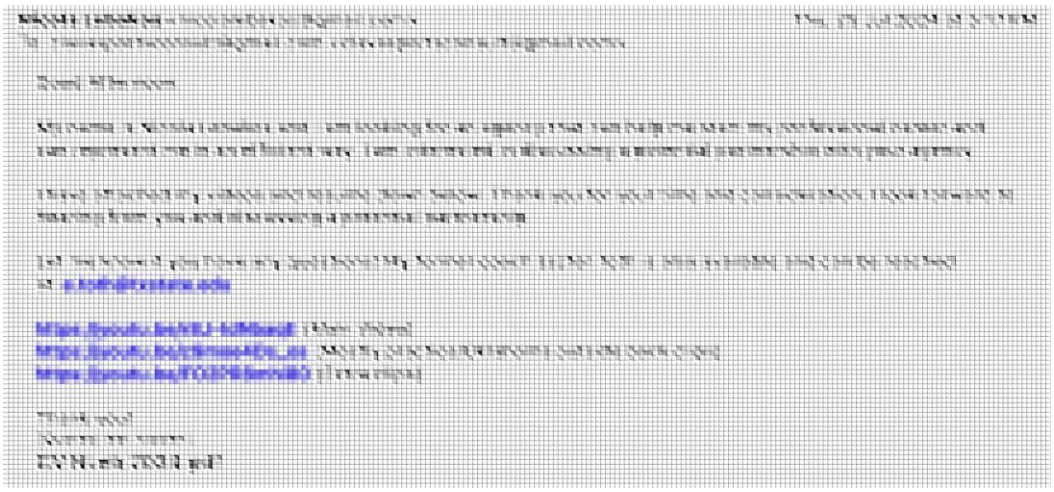
Indeed, the information available to the FIFA general secretariat shows that you have provided Football Agent Services to the Player A**,** in connection with international transfers to a club from the Country A Footbal Association, without the required license, which makes you ineligible for the Football Agent license, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

1. **Representation Agreement entered between your agency and the Player**

According to the information you provided on 5 June 2025, in response to our the requests for information (Annexes 1 and 2), on 25 July 2025, the Player contacted your Agency to help her *"start my professional career and can represent me in an efficient way*" (Annex 3).

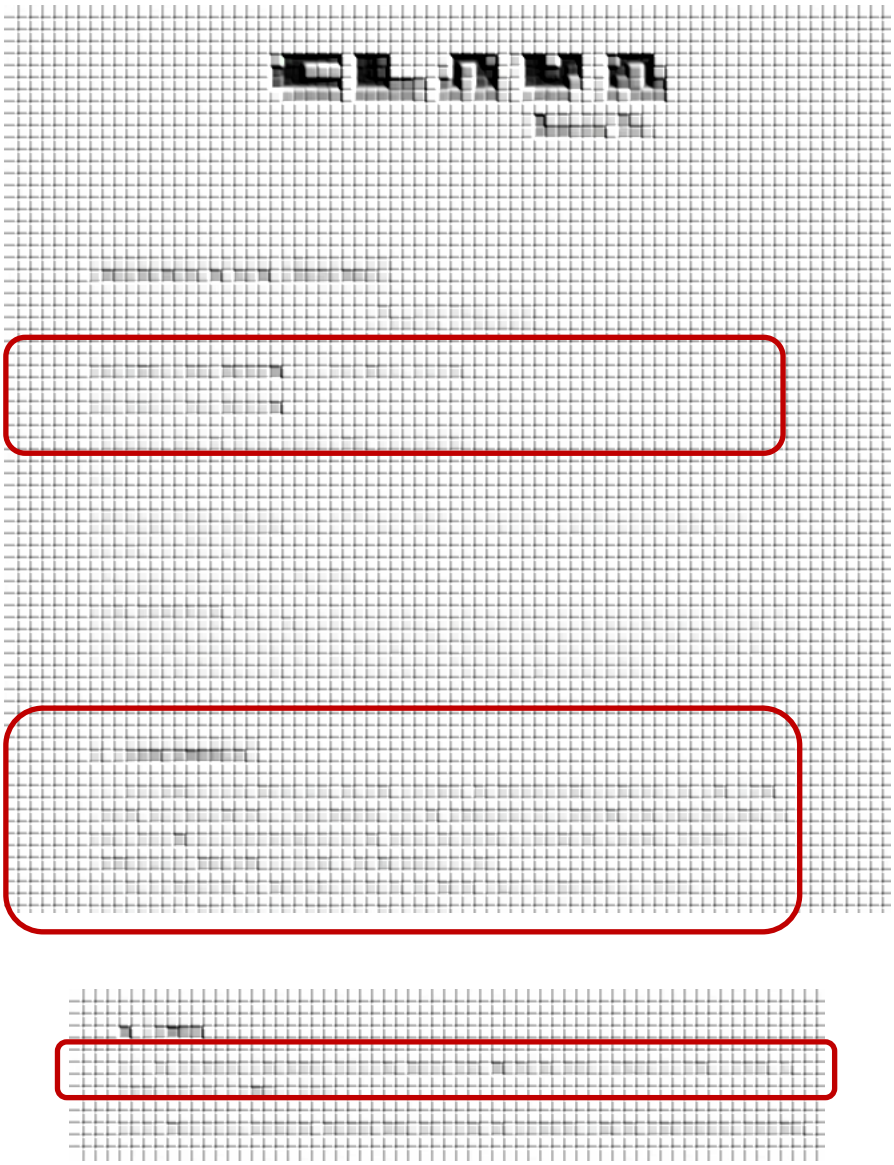
[1] You can find the case file in the link already provided to you in the email correspondence.



On the same date, you replied to the Player and agreed to continue your conversations on WhatsApp, without informing her that you were not a FIFA licenced Agent (Annex 3).

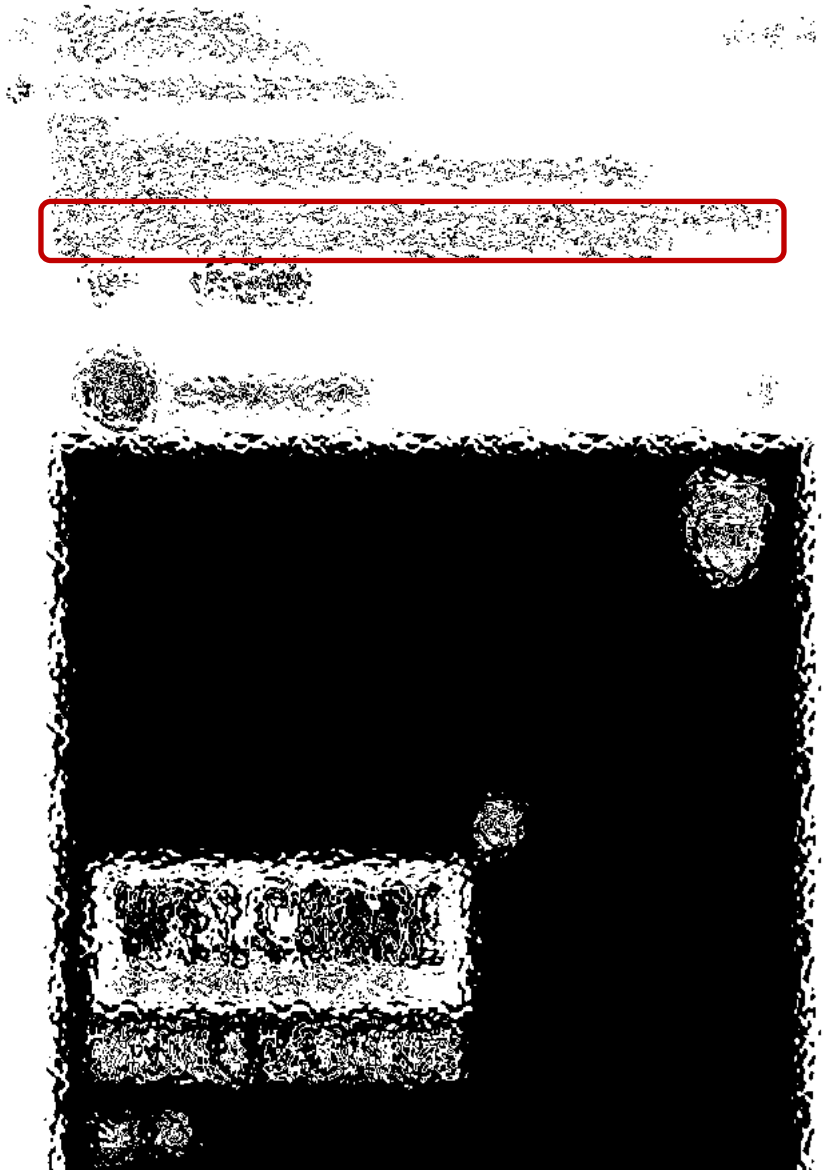


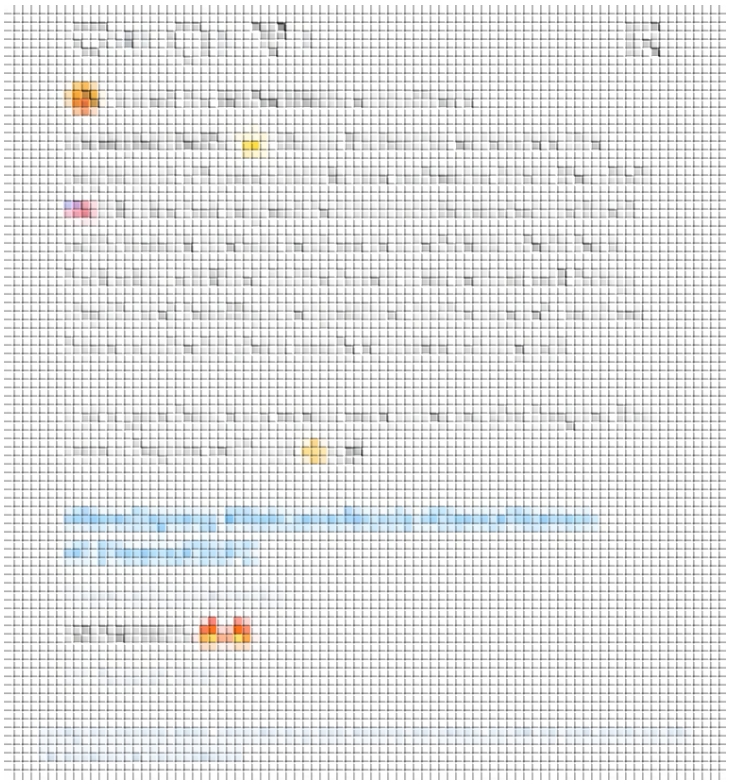
On 19 August 2024, in your capacity as Representative of *"Agency A"*, you entered into a Representation Agreement (Annex 4) with the Player. According to this agreement, you undertook to act as the Player's representative, with the aim of creating the best possible conditions for her career and development worldwide and "*responsible for handling and maintaining all co with existing and future potential clubs, assist as advisor at potential transfers, handle all negotiations regarding the Player's employment terms*". The agreement was allegedly valid until 31 August 2026.



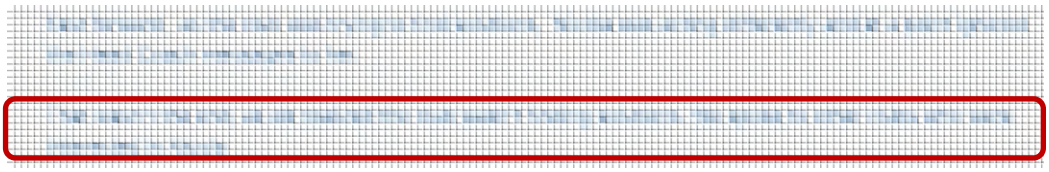
2. The services provided to the Player

According to your position, in August 2024, you and your Agency managed to sign the Player to Club A (Annex 5).





Similarly, based on your statements, you provided additional Football Agent Services in 2025 by speaking to other clubs interested in the Player (Annex 5).

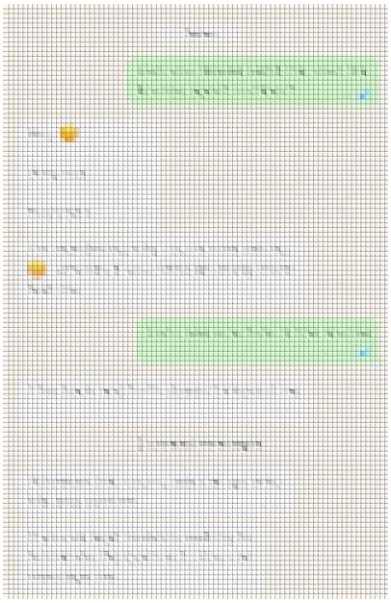


3. The intention of the Player to terminate the Representation Agreement.

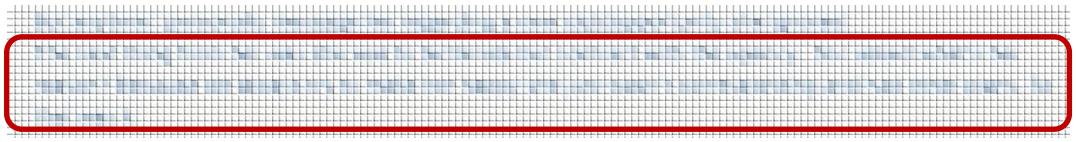
According to the information available to the general secretariat, on 25 April 2025, the Player informed you of her intention to terminate the Representation Agreement, which you were reluctant to accept, by referring you to the "termination clause" of the contract (Annex 6).



During the conversation, the Player asked you to provide your FIFA licence number, to which you replied by using the FIFA ID of a registered FIFA Licensed Agent. This was inaccurate and misleading, as you were pretending to be a licensed agent (Annex 7).



According to your position, the Player's intention to terminate the contractual relationship was confirmed. However you omitted to mention that you impersonated a licensed Footbal Agent by providing his FIFA ID.



Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

Since you were found performing Football Agent Services without the required licence, and said services were performed on 25 April 2025 at the latest, please be informed that **this decision prevents you from submitting a licence application until 25 April 2027.** Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged infringements of the FFAR occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,
On behalf of the
Agents Department

Anna Peniche
Senior Legal Counsel

Copy: Country A Football Association

VIA EMAIL
Applicant

@********.com

Miami, 10 June 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-***** *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 11 April 2024 on the FIFA Agent Platform, we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

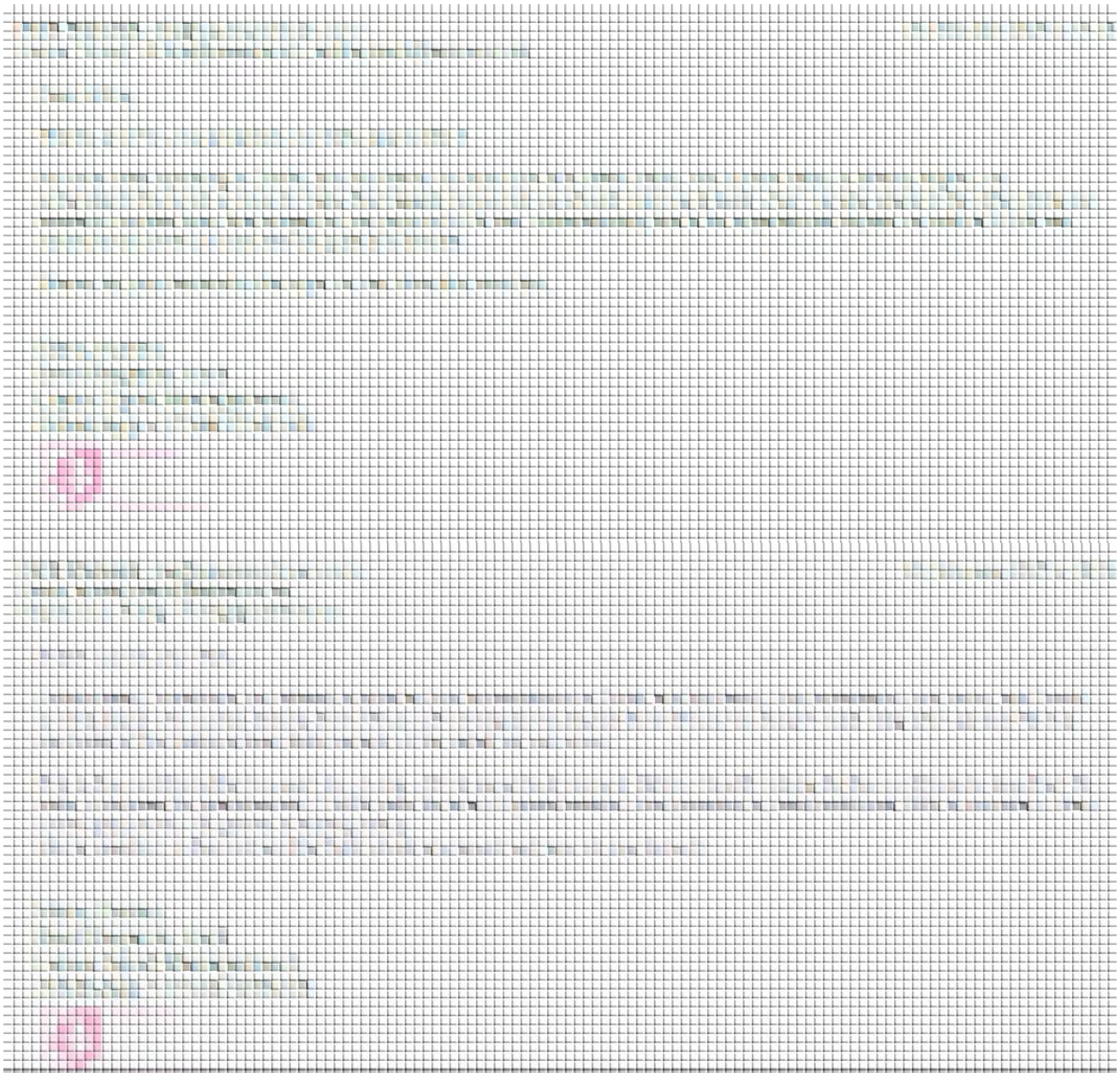
In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to Club A and player A in his international transfer from Club B to said club ("Transfer"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the club and the player as per the evidence below:

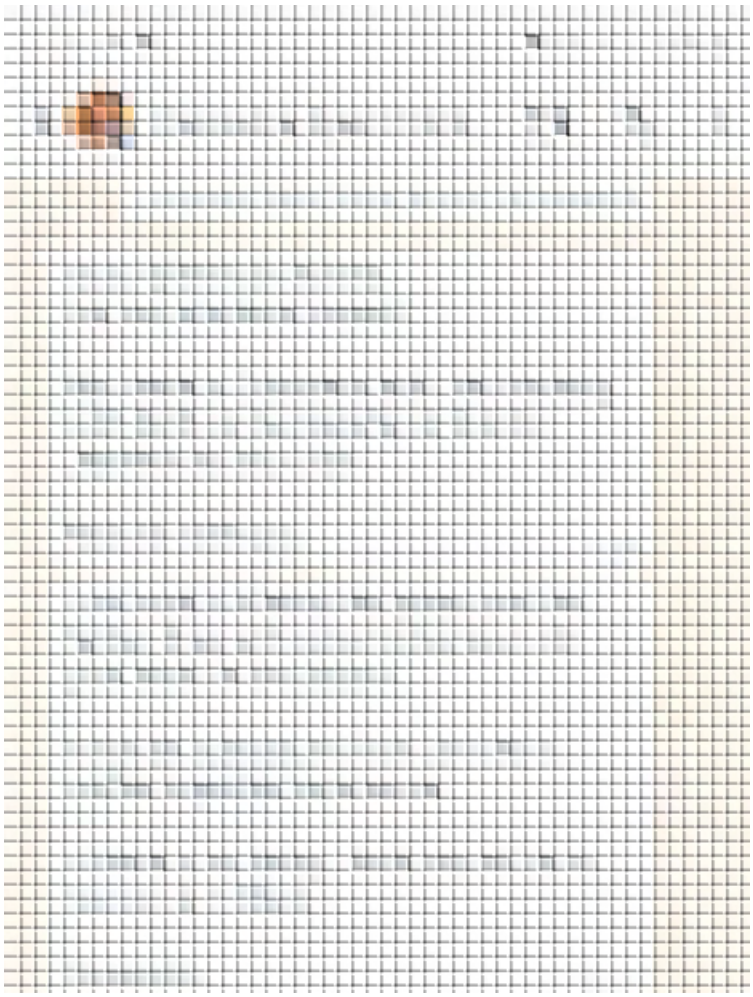
- Firstly, confirmation from the club that you were involved in the Transfer (Enclosure 2).

- Secondly, several communications exchanged between you and the club official discussing and negotiating the employment conditions of the player show that you provided Football Agent Services in this Transfer (Enclosure 3):

[1] You can find the case file in the link provided to you in the e-mail.



- Thirdly, a message from the licensed agent, Agent A, to the club official stating that he is "*working with Applicant on the transfer of Player A*" confirming again that you provided Football Agent Services in this Transfer (Enclosures 5 and 6)



- Finally, on the website of the agency Agency A, you are described as an agent[2]

[2] https://www.**********.com/about



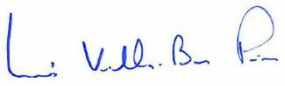
Since you were found performing Football Agent Services without the required licence and said services were performed on 20 February 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application until **20 February 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Football Association

VIA EMAIL
Agent A

c/o

Agent B

Miami, 17 June 2025

FIFA Football Agent Regulations – decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

We make reference to our correspondence dated 29 May 2025, requesting information regarding the alleged Football Agent Services provided by you to the Player A (hereinafter the "Player"), in the context of international transfers and/or trials.

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

Indeed, the information available to the FIFA general secretariat shows that you have provided Football Agent Services to the Player, in connection with the international transfer to Club A affiliated with the Federation A, without the required license, which makes you ineligible for the Football Agent license, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

1. **Representation Agreement entered between your company and the Player**

According to the information you provided on 5 June 2025, in response to our requests for information (Annex 1), on 29 May 2025, it was stated that "*the relationship between my client was limited to a form of informal support and, as the Player A was a complete unknown within the jurisdiction of Country A, did not speak the language and in any case, does not relate to any issues stated and provided for by the FIFA regulations regarding representation and or intermediation*".

[1] You can find the case file in the link already provided to you in the email correspondence.

"Furthermore, there is no written contract or verbal agreement that could establish a specific assignment by the player himself to Agent A. In addition, the latter has never exhibited and/or presented to anyone a power of attorney or a declaration nor a document of representation nor has he (Agent A) received any compensation and/or received any offers or payment from any registered sports clubs or football clubs in Country A related to this matter". (Annex 2).

However, according to the evidence available to the general secretariat you signed a *"Standard Representation Agreement and Contract"* (hereinafter the "Agreement") which is allegedly valid from 10 January 2025 to 30 June 2027. According to this Agreement, you committed ***"to represent the player A for the duration of this agreement in terms of negotiations relating to contracts, player wages negotiations, and or any transfers here-in and during the duration of this contract"***. (Annex 3*)*.

Image A

2. The Football Agent Services provided to the Player

Furthermore, according to the statement sent by your legal representative, *"is it not correct nor is it factual that my client (Agent A) has presented or promoted himself, at any stage of the entire affair, as an "agent" nor has Agent A representative the footballer Player A within the capacity of "Agent" as stipulated by art. 5."*

Your legal representative also stated that *"Agent A* ***has never acted on behalf of the latter (Player A), nor has he carried out any activity that could be classified as intermediation in favor of the aforementioned footballer pursuant to and for the purposes of the FIFA regulations****."*

Emphasis added

Notwithstanding the above, pursuant paragraphs number 4 and 5 of the Agreement, Agent A committed to use the services of an alleged FIFA agency to maximize the full potential or any other football career opportunities in benefit of the Player who, at the same time, was obliged to pay 5% of the total earnings / salary in recognition for the final proposal negotiated and/or submitted (Agent A) and agreed-to by the club and the player.

Image B

In fact, there are payments made to you regarding the Player registration (see below) connected to the Football Agent Services provided under the Agreement mentioned above (Annex 4).

Image C & D

Therefore, contrary to what you have stated and regardless of the titles or roles appointed to you in your Agreement – such as "Manager", "Director of the Company", "Intermediary" or "Representative" - you have provided Football Agent Services as defined by the FFAR.

3. The standard contract for coordinated and continuous collaboration (Company - Athlete) pursuant to Article 28 of Legislative Decree No. 36/2021 and exchange of communications

According to the information available to the general secretariat, on 17 January 2025, the Player signed a contract with the Club A (hereinafter the "Club") with the aim of *"assigning the athlete the task of performing sporting activities within the Company's team, in the form of coordinated and continuous collaboration, organized and coordinated from a technical and sporting perspective, in compliance with the regulations of the Federation A"* (Annex 5).

Image E & F

Free translation of the relevant part:

"Article 2 Subject matter of the Contract

The Company assigns the athlete the task of performing sporting activities within the Company's team, in the form of coordinated and continuous collaboration, organized and coordinated from a technical and sporting perspective, in compliance with the regulations of the Federation A and the agreements between the Federation A and Club A."

Some conversations with the Player suggest once again that you were acting as the Player Agent, by acting as a link between the Player and club officials (Annexes 6 and 7).

Image G & H

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

Since you were found performing Football Agent Services without the required licence, and said services were performed on 28 April 2025 at the latest, please be informed that **this decision prevents you from submitting a licence application until 28 April 2027.** Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged infringements of the FFAR occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,
On behalf of the
Agents Department



Anna Peniche
Senior Legal Counsel

Copy: Federation A

VIA E-MAIL
Agent A

Miami, 23 June 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 11 July 2023, we hereby inform you that you are not eligible to obtain a Football Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam (hereinafter the "Exam").

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, from the information available to the FIFA general secretariat, it shows that and/or your Agency A provided Football Agent Services to the player, Player A ("Player"), in the context of her employment contract renewal with Club A ("Club"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player as per the evidence below:

- The statements provided by the Club, (see Enclosure 2.1), confirm your role in the aforementioned employment contract renewal, indicating that the "*Player explicitly indicated the Club that Agent A was the person she trusted to negotiate the terms of the Renewal on her behalf*". Furthermore, the Club identified you as "*the person with whom the Club should discuss the finalization of the terms for the renewal of the Player's contract*" and "*in reliance on this representation, and acting in good faith and with the sole purpose of facilitating a successful outcome to the negotiation process, the Club engaged in discussions with Agent A in his capacity as the Player's designated contact person*".

[1] You can find the case file in the link provided to you in the Decision e-mail.

- In addition, the Club clarified your role throughout the renewal process, whereas:

  "*the Club proposed new contractual terms to the Player, and the Player conveyed her acceptance through her appointed interlocutor, Agent A. The key discussions concerning remuneration and other relevant terms took place primarily via telephone conversations, for which no written records are available*."

- The Club refers to these communications from January 2024 until the conclusion of the renewal in June 2024 (see Enclosure 2.2). Detailing the initial communication exchanges between yourself, and the Club's Women's Team Director, Director A, in January 2024 via WhatsApp, you commence the negotiation proceedings by indicating seasonal salaries and performance bonuses as evidenced below:

  Image A

  Our Translation

  "22 Jan 2024

  I'll leave the figures here.

  **Season 24/25: 115K*

  Season 25/26: 120K

  League A: 10K

  *League B Ideal 11: 20K**

  *Noted!!**

  We'll discuss after League B."

- In May 2024, in the same communication exchange, you refer to legal constraints that prevent conditional clauses:

  Image B

  Our Translation

"Hello! As I mentioned, my legal department confirms we cannot include those conditional clauses we discussed in the contract, for the reasons I explained.

Shall I request the draft contract for both years under the agreed terms?

Yes.

Hello! As I mentioned, my legal department confirms we cannot include those conditional clauses…

Ok."

- On 23 May 2024, you make exchange ideas regarding the date of the renewal and refer to media coordination:

  Image C

  Our Translation

  "*Hello!*

  Any idea about a date for the renewal signing?

  We're already announcing teammates and need to coordinate communication, TV, and everything else.

- The logistics of the announcement are further detailed in this exchange, as evidenced below:

  Image D

  Our Translation

  "*Good morning.*

  Next week we announce another player's renewal.

  And on the 10th, we should announce Player A.

  Because farewells are already scheduled afterward.

Ideally, sign early that week and announce the renewal on Friday.

Otherwise, it'll clash with farewells.

Let me know.

And on the 10th, we should announce Player A.

We'll definitely have time.

And on the 10th, we should announce Player A.

It's a good week."

- On 6 June 2024, more details regarding the contractual renewal are seen evidenced below, namely detailing contractual draft notes and the confirmation of these exchanges with the Player:

  Image E

  Our Translation

  "Good morning, Director A.

  You beat me to it, ahahahha.

  I just emailed you the contract draft notes.

  Player A called me asking if we had it already, ahahhaha.

  Confirm receipt, please."

- In e-mail exchanges, the Club also detailed that "*it shared with Agent A a draft employment contract prepared by the Club for the Player. In his response, Agent A offered several comments on the draft and the Club replied formally, rejecting the modifications suggested and maintaining the original terms*" (Enclosure 2.3 and as evidenced below).

  Image F

Our Translation

"Good morning Director A,

How are you?

Below are the proposed amendments to the contract:

- *CLAUSE SECOND: As in Player A's previous contracts, no CONTRACT TERMINATION COMPENSATION is included in her remuneration. Ok.*

- *Add to contract: Personal brand endorsements ("show endorsement") must not conflict with club sponsors, as it is her decision which tools to use. As discussed yesterday by phone, many players have technical sponsors (e.g., non-Brand A brands) without issues. Player A should be free to sign with any technical provider—no draft change needed.*

- *CLAUSE 3.1: Add/modify that the release clause can be paid by a third party. As you know, in women's football, third parties often pay release clauses on behalf of players.*

- *CLAUSES 4.2 and 4.5: The club cannot claim rights over her personal assets. Companies, brands, or commercial ventures owned by her personally remain her property. She may own companies or hold shares without restriction but cannot use her image to promote them without club approval.*

- *CLAUSE 4.12: The club may access Player A's digital presence within reasonable limits, respecting her right to use platforms primarily for personal purposes. After 4 years, we've had no issues—she uses social media freely (with occasional recommendations), and we provide content for her channels.*

Agent A

Women's Football Agent"

- On 13 June 2024, you are seen with the Player on your social media platform, confirming the contract renewal, as evidenced below:

  Image G

- When requested for more information regarding your role in this renewal, on 6 June 2025, you did not provide any additional information.

- From the evidenced above, it is conclusively established that you provided Football Agent Services to the Player, actively engaging in the contractual negotiations and directly communicating the Club's Women's Team Director on the financial arrangements and contractual terms to be established in the contractual renewal.

- It also clear, from the communication exchanges and your social media, that you identify yourself as a "Football Agent" or "Womens Football Agent" (as evidenced below), despite not having the required licence:

  Image H

  Image I

Since you were found performing Football Agent Services without the required licence and said services were performed on 13 June 2024 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **13 June 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the associations where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,

On behalf of the
Agents Department

Daniel Freitas
Legal Counsel

VIA EMAIL

Agent A

Miami, 24 June 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your Agency A provided Football Agent Services to the Player A ("Player") in the extension of his employment contract with Club A ("Extension"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Players as per the evidence below:

- Although you state you "*received the contract offer of Club A for information*" (Annex 9), WhatsApp exchanges between a Club A's official and you, shows exactly that you will review the Club's offer for the Player's Extension over the weekend (Annexes 7 and 8 and below)

Image A & B

"*Hello Agent A,*

Official A from Club A here. I just wanted to send you our offer for Player A's contract extension. Unfortunately, the email could not be delivered. Please send me the correct or a different address so I can send you the documents. Thank you in advance and have a nice weekend!

[1] You can find the case file in the link provided to you in the e-mail.

Best regards

Email A

Hello Official A, that's an old email address, it hasn't existed for a long time…!

But no problem, everything's fine…

I wish you a nice weekend too!

Best regards

Agent A"

"*Hello, thank you for your quick response. I've just sent you the email to the current address.*

Best regards

Thank you very much!

Thank you, I will look at it calmly over the weekend…!

Best regards, Agent A"

Free translation

- This is further substantiated by the email sent by the Club A's official (as agreed in the previous WhatsApp exchanges) to you when he sends the offer to the Player and you and your agency, as the Player agent (Annex 6 and below)

Image C

"*Hello Agent A,*

As previously discussed with Official B on the phone, I am sending you our contract offer for the player you represent, Player A".

Please find the following documents attached to this email:

- *Offer overview*
- *Contract player contract until June 30, 2026*
- *Annex regarding accommodation and meals during the above-mentioned contract term contract period.*

We would be delighted if we could reach an agreement on this basis and arrange a signing date with Player A in the next few days. Please do not hesitate to contact us if you have any comments or questions.

Best regards from Club A"

Free translation

Image D

- Finally, the agency social media[2] post confirmed you and your agency participation on the Extension.

Image E

"*Congratulations to Player A on extending his contract! We are delighted that you are staying with Club A for another year and continuing to place your trust in us*".

Free translation

Since you were found performing Football Agent Services without the required licence and said services were performed on 16 May 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **16 May 2027**. Please

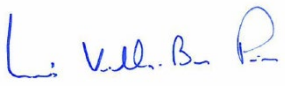
note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Federation

VIA EMAIL
Agent A

Miami, 24 June 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the following players:

- Player A in his international transfer from Club A to Club B; and

- Player B, in his international transfer from Club C to Club B.

without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the players as per the evidence below:

- First, Club C confirming that the players were "*introduced to us by Agent A*" and that you "*indeed helped in communication with Club C*" (Annex 4).

- Most importantly, you confirm in two social media posts that you provided Football Agent Services to the players (see below and Annex 5):

Image A

Since you were found performing Football Agent Services without the required licence and said services were performed on 4 April 2025 at the latest, please be informed that this decision

[1] You can find the case file in the link provided to you in the e-mail.

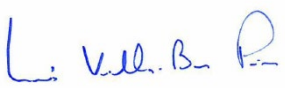
prevents you from submitting a new licence application until **4 April 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Federation

VIA EMAIL
Candidate

Miami, 2 July 2025

FIFA Football Agent Regulations – decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

We make reference to our correspondence dated 23 June 2025 (Annex 1), requesting information regarding the alleged Football Agent Services provided by you to the coach**,** (hereinafter the "Coach").

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the informaation available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

Indeed, the information available to the FIFA general secretariat shows that you have provided Football Agent Services to the Coach, in connection with the contractual negotiation with the Club, Club A, affiliated with the Country A Football Federation, without the required license, which makes you ineligible for the Football Agent license, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Coach as per the evidence below:

1. The suspension and withdrawal of the Football Agent Licence number XXXXXX-XXXX

According to the information on the FIFA Agents database, you were granted a licence with the number XXXXXX-XXXX.

[1] You can find the case file in the link already provided to you in the email correspondence.

FIFA Legal & Compliance Division
396 Alhambra Circle, 6th floor, Coral Gables, Miami, Florida, USA 33134 T: +41 (0)43 222 7777 www.FIFA.com

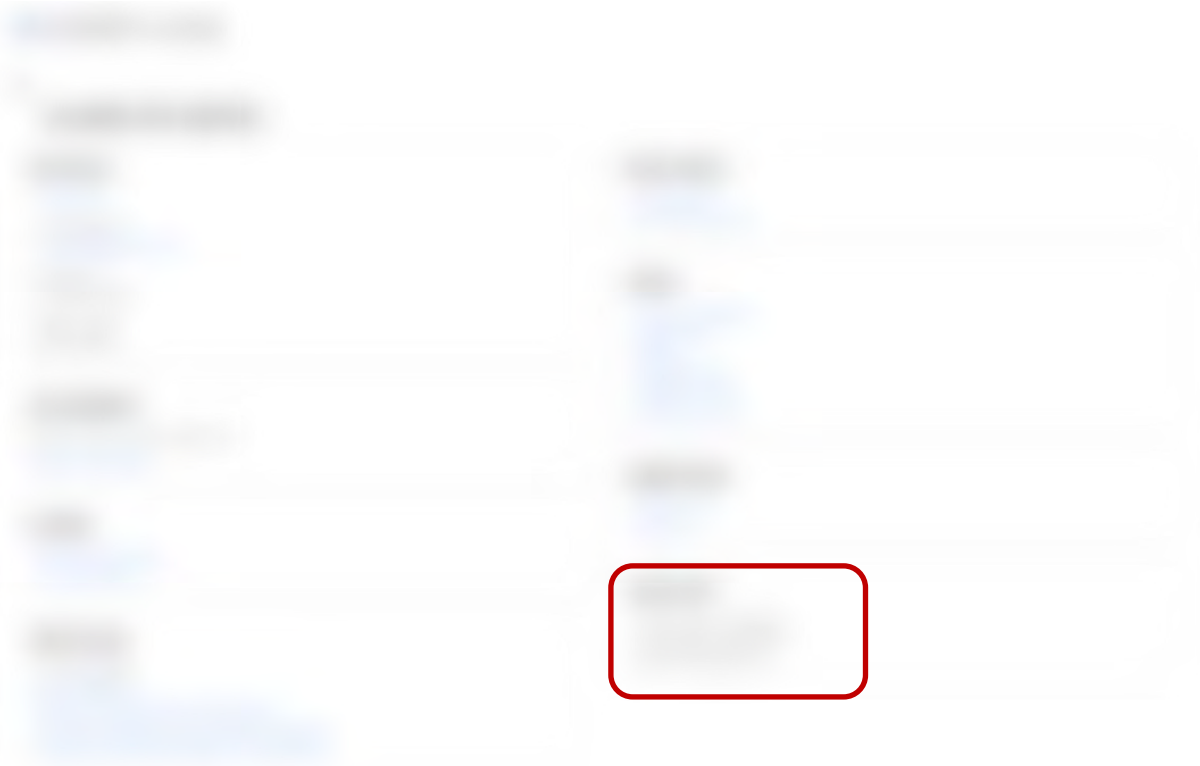
As of that moment, you were obliged to comply with the Continuing Professional Development (CPD) requirements, and the annual fee payment before 30 September 2024 (Swiss time), as established in the FFAR.

According to the available information to the general secretariat, you did not comply with the aforementioned requirements, consequently, on 1 October 2024, the license number XXXXXX-XXXX was provisionally suspended and you were granted with a 60 days deadline to rectify the non-compliance.

On 1 October 2024, after acknowledging the provisional suspension, you paid the annual fee but the CPD requirements remained outstanding (Annex 2).

According to your position from 27 June 2025 (Annex 3), the non-compliance of the CPD requirements was due to technical issues beyond your control on the Agents Platform. Nevertheless, no evidence was submitted with respect to those alleged technical issues that sustain the impediment you were experiencing to comply with the CPD requirements.

In fact, according to the information available to the general secretariat, the Agents database reflects that you have never tried to log in to the Agents Platform, which is inconsistent with the technical issues you said you had experienced (see below).



Regarding the provisional suspension of the license, it is important to highlight that a suspension of the license, does not grant you the right to continue performing Football Agent Services during that provisional suspension.

The 60 days granted deadline for rectifying the non-compliance aims to give an additional time before the license withdrawal, but it does not mean in any case that you are entitled to act as a Football Agent and provide Football Agent Services.

Finally, as you did not comply with the CPD requirements within the 60 additional days granted, on 1 December 2024, the licence number XXXXXX-XXXX was withdrawn.

2. Representation Agreement entered between your company and the Coach

According to the information you provided on 27 June 2025, in response to our request for information, you stated the following:

(ii) "*Based on the communication received on 30 November 2024 (Saturday) at 7:12:10 p.m., in good faith, the Parties have decided to* ***enter into a Consulting and Mediation Services Agreement on 2 December 2024*** *(the "Services Agreement"), with the sole intention of formally documenting the Transaction, already agreed upon previously, and for the purposes of avoiding any doubt, my involvement in the execution of the same is as legal advisor and in my capacity as attorney and legal representative, without claiming or acknowledging my previous role as a FIFA Agent."*

(iii) "In fact, at no point does the instrument refer to the undersigned as a FIFA Agent or having acted as such; the purpose of the Service Agreement is to acknowledge my involvement and/or that of PITZ in the Transaction, which, as stated above, took place between ***15 November 2024****, and* ***29 November 2024.****"*

Free translated into English and emphasis added

As we have mentioned before, the provisional suspension of the license and the subsequent withdrawal for non-compliance with the CPD requirements, limited you not only to act as a Football Agent but to perform Football Agent Services which are defined in the FFAR as follows:

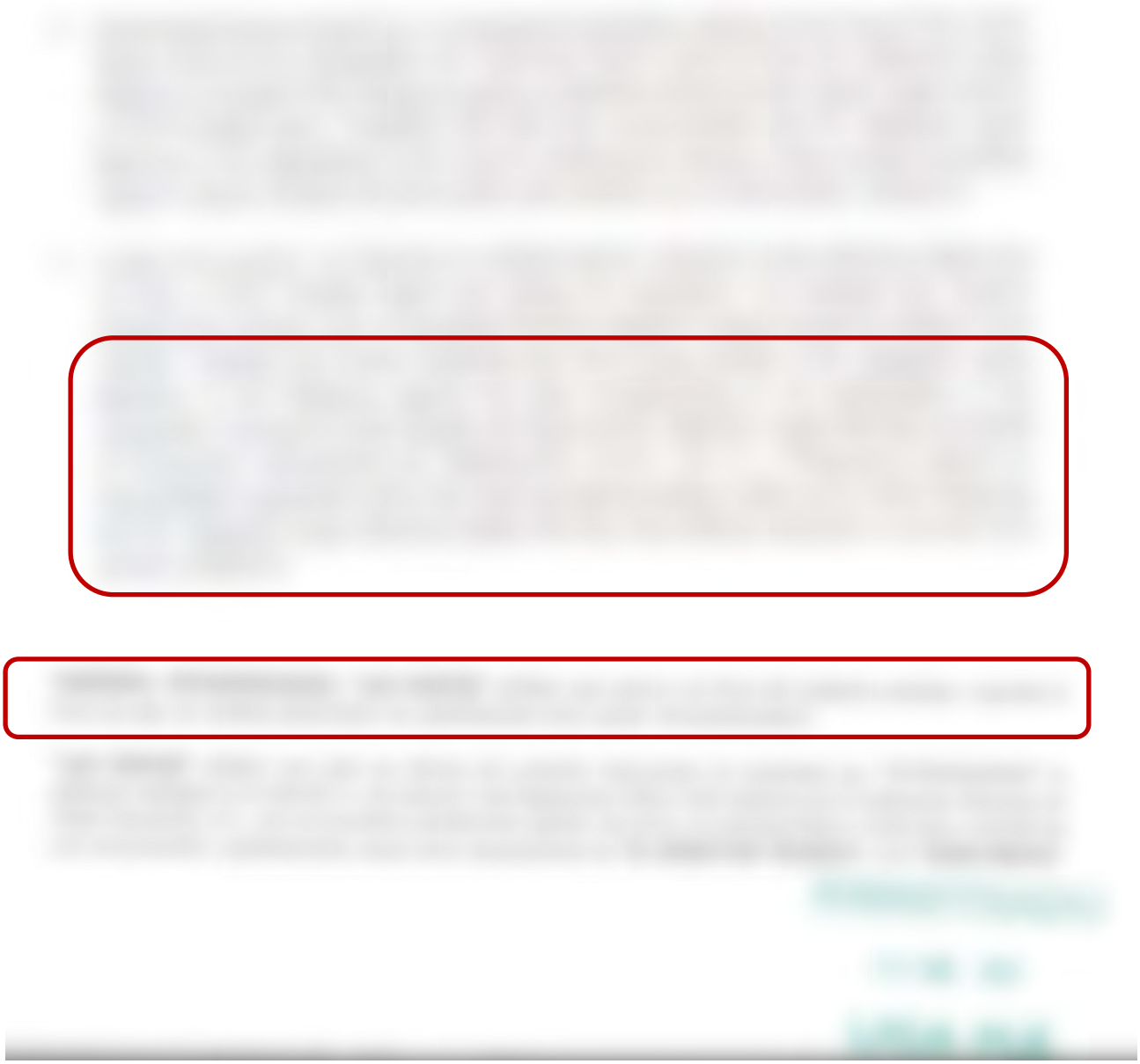
"Football Agent Services: *football-related services performed for or on behalf of a Client, <u>including any negotiation, communication relating or preparatory to the same, or other related activity, with the purpose, objective and/or intention of concluding a Transaction.</u>"*

Emphasis added

According to the information and documents provided by you with your position dated 27 June 2025, it is evident that you performed Football Agent Services without the corresponding License during a period you were not entitled to perform.

3. The Football Agent Services provided by you to the Coach

According to Club A's position (Annex 4) and the evidence provided, such as the Coach's contract (Annex 5), which was dated 2 December 2024 - when your License had already been withdrawn - you acted as the Coach's Agent and/or Intermediary, which constitutes the performance of Football Agent Services:

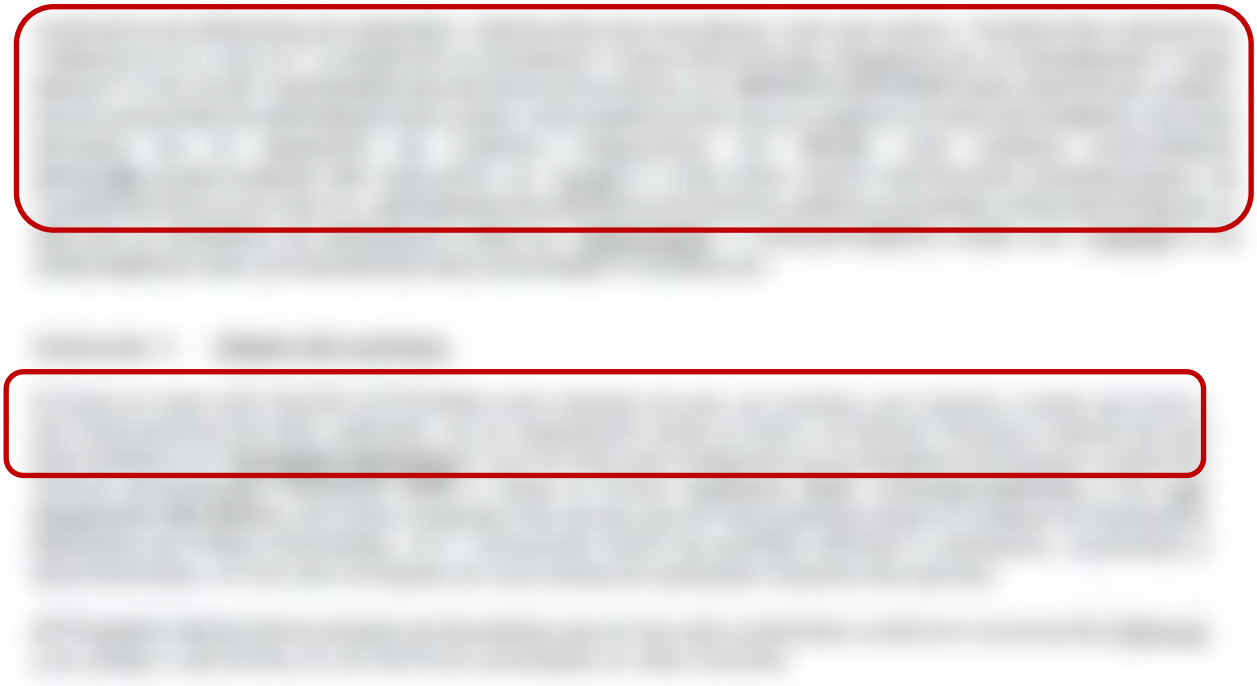


Twentieth. Intermediary, "The Parties" *state that prior to signing this contract and during the signing of this contract,* ***THEY WERE ASSISTED AND ADVISED BY AN "INTERMEDIARY."***
…

Free translation into English and emphasis added

4. The Consulting and Mediation Services Agreement with Club A

Likewise, according to the information available to the general secretariat, on 2 December 2024, you also signed a contract with Club A, (hereinafter the "Club") with the aim of *"participating in negotiations between the Club and the Coach for the purpose of entering into a Sports Contract with the Club…"* (Annex 6).



The Club hereby authorizes the Provider, for the purposes of, on behalf of, and at the request of the Club, to participate in negotiations between the Club and the Technical Director for the purpose of entering into a ("Sports Contract") with the Club to join the Team *as of the 2025 Tournament A and until the 2025 Tournament B, corresponding to the League A, as well as any other tournament in which the Club participates as indicated by the Country A Football Federation, including all official or friendly matches, national and international, in which the Team and/or its divisions participate during that period.*

The Provider hereby accepts the powers conferred upon it in accordance with this Clause and undertakes to exercise them under the terms agreed in this Contract*.*

Free translation into English and emphasis added

In view of the above, you signed a contract with the Club for the sole purpose of concluding a transaction, which is precisely what the FFAR defines as Football Agent Services.

Considering the information currently at our disposal, you therefore do not satisfy the eligibility criteria to be licensed as a Football Agent.

Since you were found performing Football Agent Services without the required licence, and said services were performed on 2 December 2024 at the latest, please be informed that **this decision prevents you from submitting a licence application until 2 December 2026.** Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged infringements of the FFAR occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Football Federation

VIA FIFA AGENT PLATFORM
Candidate

Miami, 7 July 2025

FIFA Agent Platform – Football Agent licence application: notification
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir / Madam,

In relation to your application to obtain a Football Agent licence in accordance with article 4 para. 1 letter c) of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your Exam attempt **19 June 2025**, has been cancelled. Please find below the reasoning for this decision.

As you are aware, all candidates that submit a complete licence application via the Platform are bound to the FIFA Football Agent Exam Rules ("Exam Rules").

After thoroughly reviewing your application and the information collected in relation to your Exam attempt, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently, your Exam attempt has been cancelled.

In particular, you were found using software or websites other than the Platform, Study Materials and the Unofficial Translator Tool during the Exam Session according to the following report provided by the Invigilator:

Schedule ID: FIFA-X-XXXXX-XX
Candidate: Candidate
Exam Start Time: 0900

Details:
0830 Session opened.
0833 Candidate joined session.
0857 Pre-exam checks completed. Candidate connected to MMM. From reviewing the footage the candidate had not accessed the platform through the Safe Exam Browser but this was not spotted by the invigilator.
0917 The invigilator instructs the candidate to reshare screen and login via the SEB.
0928 PIN Provided.
0928 Candidate started the exam on laptop browser.

Fédération Internationale de Football Association
FIFA Legal & Compliance Division
396 Alhambra Circle, 6th floor, Coral Gables, Miami, Florida, USA 33134 T: +41 (0)43 222 7777 www.FIFA.com

0942 Candidate accessed a different tab.
0944 The invigilator spotted the candidate was not taking their exam through the Safe Exam Browser.
0949 The invigilator spotted the candidate was accessing ChatGPT which is a breach of the Exam regulations.
0950 The candidate's exam was stopped by VICTVS.
0956 Candidate leaves the session.
1014 Session closed.

Emphasis added

This conduct results in breach of the FIFA Football Agent Exam Rules, particularly art. 9 para. 2, lit. i) and the Information on the Licensing Process of the FIFA Agent Exam.

In view of the above, pursuant to article 9 para. 2 of the Exam Rules, the FIFA general secretariat has decided to proceed with the cancellation of your Exam attempt. In addition, pursuant the referred articles, you are prevented from sitting the Exam in the next available Exam Session.

Given the above, your licence application has therefore been rejected.

Furthermore, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,

On behalf of the
Agents Department



Anna Peniche
Senior Legal Counsel

VIA FIFA AGENT PLATFORM
Candidate

Miami, 7 July 2025

FIFA Agent Platform – Football Agent licence application: notification
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir / Madam,

In relation to your application to obtain a Football Agent licence in accordance with article 4 para. 1 letter c) of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your Exam attempt of **18 June 2025**, has been cancelled. Please find below the reasoning for this decision.

As you are aware, all candidates that submit a complete licence application via the Platform are bound to the FIFA Football Agent Exam Rules ("Exam Rules").

After thoroughly reviewing your application and the evidence collected in relation to your Exam attempt, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently, your Exam attempt has been cancelled.

In particular, you were found using Prohibited Items, according to the following report provided by the Invigilator:

Schedule ID: FIFA-X-XXXXX-XX
Candidate: Candidate
Exam Start Time: 0700

0624 Session opened.
0630 Candidate joined session.
0635 Pre-exam checks completed. Candidate connected to the app on his iPad, no webcam or screenshare.
0635 Invigilator informs candidate he cannot use his own physical study material. Candidate argues that this is allowed.
0700 Script read.
0702 PIN provided.
0803 Candidate explains he was not aware he could not use this material, as he was able to use it in his past exam, last year. Candidate claims it is a printed version of what is approved.

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0804 Candidate finishes exam
0810 Session closed



This conduct results in breach of the FIFA Football Agent Exam Rules, particularly art. 9 para. 2, lit. a) and the Information on the Licensing Process and the FIFA Football Agent Exam.

In view of the above, pursuant to article 9 para. 2 of the Exam Rules, the FIFA general secretariat has decided to proceed with the cancellation of your Exam attempt. In addition, pursuant the referred articles, you are prevented from sitting the Exam in the next available Exam Session.

Given the above, your licence application has therefore been rejected.

Furthermore, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,
On behalf of the
Agents Department

Anna Peniche
Senior Legal Counsel

VIA FIFA AGENT PLATFORM
Candidate

Miami, 10 July 2025

FIFA Agent Platform – Football Agent licence application: notification
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir / Madam,

In relation to your application to obtain a Football Agent licence in accordance with article 4 para. 1 letter c) of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your Exam attempt of **19 June 2025**, has been cancelled. Please find below the reasoning for this decision.

As you are aware, all candidates that submit a complete licence application via the Platform are bound to the FIFA Football Agent Exam Rules ("Exam Rules").

After thoroughly reviewing your application and the information collected in relation to your Exam attempt, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently, your Exam attempt has been cancelled.

In particular, you were found taking pictures of the Exam Session, according to the following report provided by the Invigilator:

Schedule ID: FIFA-X-XXXXX-XX
Candidate: Candidate
Exam Start Time: 1200

Details:

1129 Session opened.
1131 Candidate joined session.
1136 Pre exam checks completed. Candidate connected via webcam and screen share.
1150 Script read.
1200 Candidate is connected with mobile, screen share disconnects, candidate does not understand the English instructions which causes a delay to the exam start.
1205 PIN provided.
1205 Candidate disconnects from mobile app.
1211 Invigilator sends a chat requesting the candidate reconnect mobile and screen share. Candidate does not reconnect.
1225 Candidate is seen pointing phone camera at the laptop screen.
1229 Candidate is seen pointing phone camera at the laptop screen.
1235 Invigilator sends a chat asking why the candidate is taking photos. No response.

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1229-1250 Candidate is seen pointing phone camera at the laptop screen a further 9 times.
1250 Candidate tells the invigilator using google translate on his phone "I have finished"
1256 Candidate leaves session without showing exam submitted or showing his piece of paper.
1210 Session ends



Emphasis added

This conduct results in breach of the FIFA Football Agent Exam Rules, particularly art. 9 para. 2, lit. g) and the Information on the Licensing Process of the FIFA Agent Exam.

In view of the above, pursuant to article 9 para. 2 of the Exam Rules, the FIFA general secretariat has decided to proceed with the cancellation of your Exam attempt. In addition, pursuant the referred articles, you are prevented from sitting the Exam in the next available Exam Session.

Given the above, your licence application has therefore been rejected.

Furthermore, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,

On behalf of the
Agents Department

Anna Peniche
Senior Legal Counsel

VIA FIFA AGENT PLATFORM
Candidate

Miami, 10 July 2025

FIFA Agent Platform – Football Agent licence application: notification
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir / Madam,

In relation to your application to obtain a Football Agent licence in accordance with article 4 para. 1 letter c) of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your Exam attempt of **19 June 2025**, has been cancelled. Please find below the reasoning for this decision.

As you are aware, all candidates that submit a complete licence application via the Platform are bound to the FIFA Football Agent Exam Rules ("Exam Rules").

After thoroughly reviewing your application and the information collected in relation to your Exam attempt, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently, your Exam attempt has been cancelled.

In particular, you were found using software and websites other than the Platform, Study Materials and the unofficial translation tool, according to the following report provided by the Invigilator:

Schedule ID: FIFA-X-XXXXX-XX
Candidate: Candidate
Exam Start Time: 1400

Details:

1332 Session opened.
1334 Candidate joined session.
1351 Pre-exam checks completed. Candidate connected to MMM. From reviewing the footage the candidate had not accessed the platform through the Safe Exam Browser but this was not spotted by the invigilator.
1405 Script read.
1407 PIN Provided

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1408 Candidate started the exam on laptop browser.
1442 Candidate accessed a different tab.
1446 The invigilator spotted the candidate was not taking their exam through the Safe Exam Browser.
1449 The invigilator spotted the candidate was accessing ChatGPT which is a breach of the Exam regulations.
1450 The candidate's exam was stopped by VICTVS.
1456 Candidate left the session.
1510 Session closed.

Emphasis added

This conduct results in breach of the FIFA Football Agent Exam Rules, particularly art. 9 para. 2, lit. i) and the Information on the Licensing Process of the FIFA Agent Exam.

In view of the above, pursuant to article 9 para. 2 of the Exam Rules, the FIFA general secretariat has decided to proceed with the cancellation of your Exam attempt. In addition, pursuant the referred articles, you are prevented from sitting the Exam in the next available Exam Session.

Given the above, your licence application has therefore been rejected.

Furthermore, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,

On behalf of the
Agents Department

Anna Peniche
Senior Legal Counsel

VIA FIFA AGENT PLATFORM
Candidate

Miami, 10 July 2025

FIFA Agent Platform – Football Agent licence application: notification
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir / Madam,

In relation to your application to obtain a Football Agent licence in accordance with article 4 para. 1 letter c) of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your Exam attempt of **18 June 2025**, has been cancelled. Please find below the reasoning for this decision.

As you are aware, all candidates that submit a complete licence application via the Platform are bound to the FIFA Football Agent Exam Rules ("Exam Rules").

After thoroughly reviewing your application and the information collected in relation to your Exam attempt, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently, your Exam attempt has been cancelled.

In particular, you were found not complying with the Exam room requirements and using prohibited items, according to the following report provided by the Invigilator:

Schedule ID: FIFA-X-XXXXX-XX
Candidate: Candidate (FIFAXXXXXX)
Exam Start Time: 0900

Details:

0825 Session opened
0832 Candidate joined the session.
0850 Pre-exam checks completed. Candidate connected to MMM.
The candidate was taking the exam in the same room as another candidate. The candidate used a printed version of the study materials during the exam. The invigilator informed them that study materials were available on the exam platform, but they insisted that this was also permitted.
0906 Script read
0910 Exam start
0954 Invigilator sent the candidate a chat message: "As you have a physical notebook, which is not normally permitted during the exam, I will have to report this to FIFA. I will specify that you told me it is a copy of the authorised digital document."

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1008 Exam end
1015 Session closed

Emphasis added



This conduct results in breach of the FIFA Football Agent Exam Rules, particularly art. 6 par. 1 and art. 9 para. 2, lit. a) and i) and the Information on the Licensing Process of the FIFA Agent Exam.

In view of the above, pursuant to article 9 para. 2 of the Exam Rules, the FIFA general secretariat has decided to proceed with the cancellation of your Exam attempt. In addition, pursuant the referred articles, you are prevented from sitting the Exam in the next available Exam Session.

Given the above, your licence application has therefore been rejected.

Furthermore, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,

On behalf of the
Agents Department



Anna Peniche
Senior Legal Counsel

VIA FIFA AGENT PLATFORM
Candidate

Miami, 10 July 2025

FIFA Agent Platform – Football Agent licence application: notification
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir / Madam,

In relation to your application to obtain a Football Agent licence in accordance with article 4 para. 1 letter c) of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your Exam attempt of **18 June 2025**, has been cancelled. Please find below the reasoning for this decision.

As you are aware, all candidates that submit a complete licence application via the Platform are bound to the FIFA Football Agent Exam Rules ("Exam Rules").

After thoroughly reviewing your application and the information collected in relation to your Exam attempt, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently, your Exam attempt has been cancelled.

In particular, you were found not complying with the exam room requirements and using prohibited items, according to the following report provided by the Invigilator:

Schedule ID: FIFA-X-XXXXX-XX
Candidate: Candidate
Exam Start Time: 0900

Details:

0825 Session opened
0835 Candidate joined the session.
0855 Pre-exam checks completed. Candidate connected to MMM.
During pre-checks, the following was detected: The candidate was taking the exam in the same room as another candidate. The invigilator informed them that they were required to be alone in the room, but the candidate insisted that they were seated at a distance from the other candidate.

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The candidate showed the invigilator a printed version of the study materials they intended to use during the exam. The invigilator informed them that only a blank sheet of paper was permitted. The other candidate sitting in the room claimed that a hard copy of the study materials was also allowed.
0906 Script read
0910 Exam start
There was no interaction between the two candidates during the exam.
0911 The candidate's mobile app disconnected, and they were unable to reconnect. The invigilator permitted the candidate to continue the exam using only their webcam and screen share.
1010 Exam end
1015 Session closed

Emphasis added



This conduct results in breach of the FIFA Football Agent Exam Rules, particularly art. 6 par. 1 and art. 9 para. 2, lits. d(and i) and the Information on the Licensing Process of the FIFA Agent Exam.

In view of the above, pursuant to article 9 para. 2 of the Exam Rules, the FIFA general secretariat has decided to proceed with the cancellation of your Exam attempt. In addition, pursuant the referred articles, you are prevented from sitting the Exam in the next available Exam Session.

Given the above, your licence application has therefore been rejected.

Furthermore, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,

On behalf of the
Agents Department



Anna Peniche
Senior Legal Counsel

VIA FIFA AGENT PLATFORM
Candidate

Miami, 10 July 2025

FIFA Agent Platform – Football Agent licence application: notification
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir / Madam,

In relation to your application to obtain a Football Agent licence in accordance with article 4 para. 1 letter c) of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your Exam attempt of **18 June 2025**, has been cancelled. Please find below the reasoning for this decision.

As you are aware, all candidates that submit a complete licence application via the Platform are bound to the FIFA Football Agent Exam Rules ("Exam Rules").

After thoroughly reviewing your application and the information collected in relation to your Exam attempt, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently, your Exam attempt has been cancelled.

In particular, you were found not complying with the room requirements and acting in a disrespectful manner and using foul language towards the Invigilator, according to the following report provided by the Invigilator:

Schedule ID: FIFA-X-XXXXX-XX
Candidate: Candidate
Exam Start Time: 1200

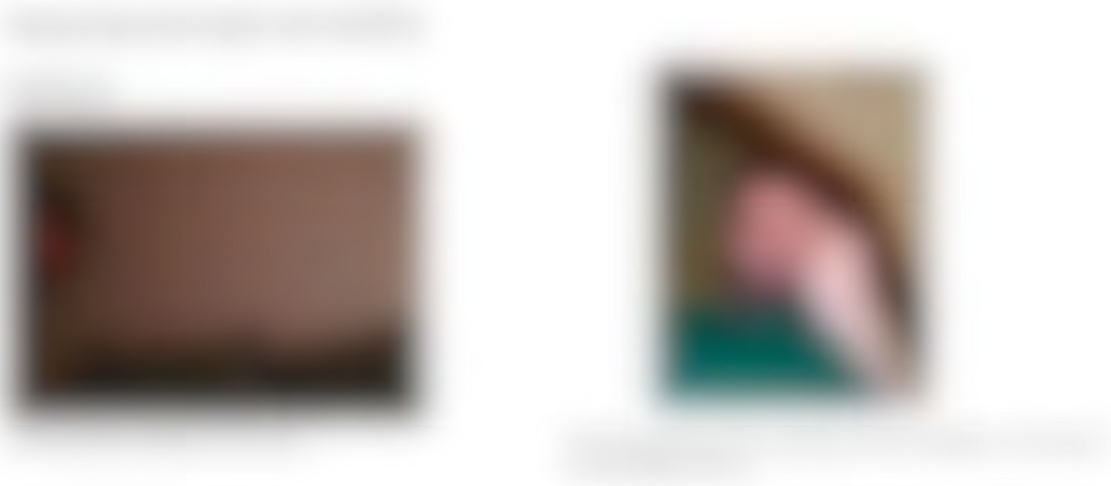
Details:

1137 Candidate joined the session.
1213 Session opened.
1332 The candidate completed the initial exam checks.
Although both the candidate and the invigilator were speaking English, differences in accent led to communication difficulties, which caused frustration. ***An unauthorized person was present in the exam room during pre-checks and was asked to leave, but they did not do so****.*
1341 Script read
1345 The candidate had difficulty understanding the instructions to open Safe Exam Browser (SEB) and became increasingly frustrated. ***He began speaking in an abusive manner, stating: 'You are***

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an Indian and you do not speak good English at all — that is why I cannot understand you. F* you!' He then raised his middle finger. Shortly after, the candidate's screen went blank.
1433 Session closed

Emphasis added



This conduct results in breach of the FIFA Football Agent Exam Rules, particularly art. 9 para. 2, lit. j) and the Information on the Licensing Process of the FIFA Agent Exam.

In view of the above, pursuant to article 9 para. 2 of the Exam Rules, the FIFA general secretariat has decided to proceed with the cancellation of your Exam attempt. In addition, pursuant the referred articles, you are prevented from sitting the Exam in the next available Exam Session.

Given the above, your licence application has therefore been rejected.

Furthermore, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,

On behalf of the
Agents Department

Anna Peniche
Senior Legal Counsel

VIA FIFA AGENT PLATFORM
Candidate

Miami, 10 July 2025

FIFA Agent Platform – Football Agent licence application: notification
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir / Madam,

In relation to your application to obtain a Football Agent licence in accordance with article 4 para. 1 letter c) of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your Exam attempt of **18 June 2025**, has been cancelled. Please find below the reasoning for this decision.

As you are aware, all candidates that submit a complete licence application via the Platform are bound to the FIFA Football Agent Exam Rules ("Exam Rules").

After thoroughly reviewing your application and the information collected in relation to your Exam attempt, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently, your Exam attempt has been cancelled.

In particular, you were found acting in a disrespectful manner and using foul language towards the Invigilator according to the following report provided by the Invigilator:

Schedule ID: FIFA-X-XXXXX-XX
Candidate: Candidate
Exam Start Time: 1300

Evidence: Transcript typed from session audio:

Invigilator:
2025-06-18 13:05
"Your screen was black and I could not see or hear anything"
FIFAXXXXXX:
2025-06-18 13:06
"You could give me the pin and I can start"
Invigilator:
2025-06-18 13:06

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“I am very sorry I cannot breach the rules”
FIFAXXXXXX:
2025-06-18 13:06
“who are you working for”
Invigilator:
2025-06-18 13:06
“I work for VICTVS we had very specific training-“
FIFAXXXXXX:
2025-06-18 13:07
“Yes very bad training when you say stupid things like that. Are you taking notes of all this sh*t?” *(N.B.: VICTVS redacted)*
Invigilator:
2025-06-18 13:06
“The exam rules are simple-”
FIFAXXXXXX:
2025-06-18 13:07
“Why are you talking? It doesn’t matter. Just go and feed your fing dog” (N.B.: VICTVS redacted)***

=== o ===

Chat messages between invigilator and candidate:

Invigilator
2025-06-18 12:53:55
did you click on test audio and video first?
FIFAXXXXXX:
2025-06-18 12:54:04
no :)
Invigilator
2025-06-18 12:54:47
I still can't see you or hear you
FIFAXXXXXX:
2025-06-18 12:55:01
and ?
Invigilator:
2025-06-18 01:05:04
and we didn't do any pre-exam check and exam already started
FIFAXXXXXX:
2025-06-18 01:16:02
we did, don't know what you have bin drinking . you took a photo of my passport

Emphasis added

This conduct results in breach of the FIFA Football Agent Exam Rules, particularly art. 9 para. 2, lit. j) and the Information on the Licensing Process of the FIFA Agent Exam.

In view of the above, pursuant to article 9 para. 2 of the Exam Rules, the FIFA general secretariat has decided to proceed with the cancellation of your Exam attempt. In addition, pursuant the referred articles, you are prevented from sitting the Exam in the next available Exam Session.

Given the above, your licence application has therefore been rejected.

Furthermore, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,

On behalf of the
Agents Department



Anna Peniche
Senior Legal Counsel

VIA FIFA AGENT PLATFORM
Candidate

Miami, 10 July 2025

FIFA Agent Platform – Football Agent licence application: notification
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir / Madam,

In relation to your application to obtain a Football Agent licence in accordance with article 4 para. 1 letter c) of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your Exam attempt of **18 June 2025**, has been cancelled. Please find below the reasoning for this decision.

As you are aware, all candidates that submit a complete licence application via the Platform are bound to the FIFA Football Agent Exam Rules ("Exam Rules").

After thoroughly reviewing your application and the information collected in relation to your Exam attempt, the FIFA general secretariat has concluded that you failed to comply with the Exam Rules and consequently, your Exam attempt has been cancelled.

In particular, you were found communicating or attempting to communicate with anyone and attempting to obtain exam answers during the Exam session, according to the following report provided by the Invigilator:

Schedule ID: FIFA-X-XXXX-XX
Candidate: Candidate
Exam Start Time: 1300

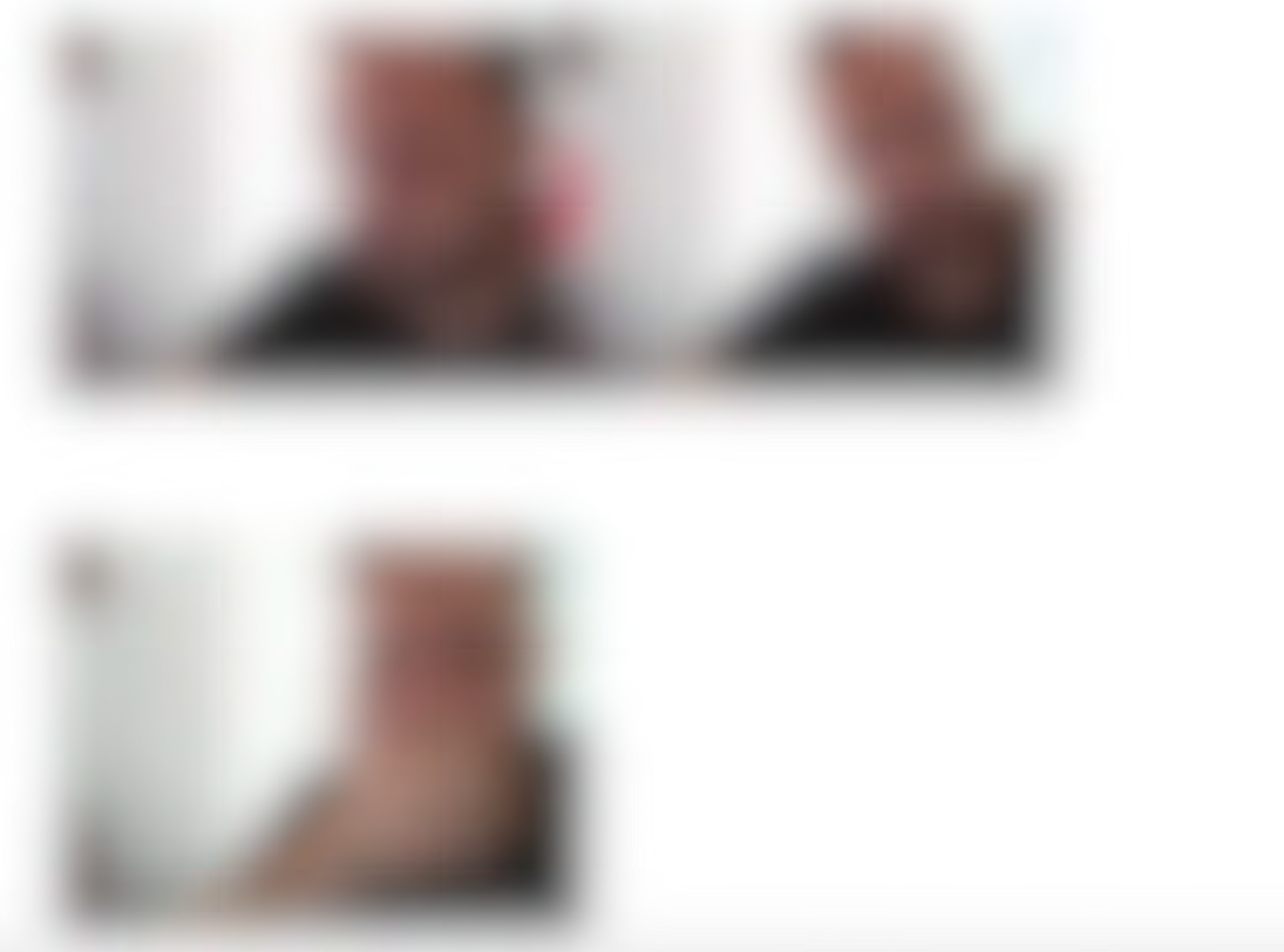
Details:

1227 Session opened.
1228 Candidate joined session. ***Third party entering the candidate's space.***
1238 During the pre-exam checks, being in a living room, Invigilator asked if candidate was alone – ***candidate confirmed****.*
1255 Pre-exam checks completed. Candidate connected to MMM.
1259 Script read.
1258 PIN provided and exam started.

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1318 ***The candidate had a suspicious behaviour, glancing at his right, touching his nose, covering his mouth. Clearly visible pink phone getting closer to the screen – allegedly, candidate's family member/friend was hiding in the living room and used to look up at candidate's questions when he was seeking help through gestures****.*
1330 Candidate instructed to end exam and informed this would be reported to FIFA.
1406 Session closed.

Supporting evidence from VICTVS:
Images from session: screenshots taken at 13.18 showing the candidate looking at his right. 13.22 ***showing the candidate covering his mouth****. 1323* ***Pink phone with camera in front of the screen clearly visible.*** *1325 in candidate's space,* ***the lamp on his table, started swaying*** *– clearly someone was standing behind the lamp, out of invigilator's view and bumped into the lamp.*



This conduct results in breach of the FIFA Football Agent Exam Rules, particularly art. 9 para. 2, lit. b) and d), and the Information on the Licensing Process of the FIFA Agent Exam.

In view of the above, pursuant to article 9 para. 2 of the Exam Rules, the FIFA general secretariat has decided to proceed with the cancellation of your Exam attempt. In addition, pursuant the referred articles, you are prevented from sitting the Exam in the next available Exam Session.

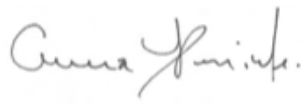
Given the above, your licence application has therefore been rejected.

Furthermore, please note that this is a final decision of the FIFA general secretariat for the purposes of article 50 paragraphs 1 and 2 of the FIFA Statutes.

We thank you for your attention to the above.

Yours faithfully,

On behalf of the
Agents Department



Anna Peniche
Senior Legal Counsel

VIA EMAIL
Agent A

Miami, 17 July 2025

Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your agency provided Football Agent Services to Club A in the national transfer of Player A ("Player") from Club B to Club A ("Transfer"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the club as per the evidence below:

- Although you state you "*no longer negotiate contracts or offer players for transfers unless I am fully licensed*" (Annex 2), the representation entered between you and Club A, shows exactly that you were authorised, on behalf of said club, to approach the Player by 1 January 2025, the date from which you need a licence to provide Football Agent Services (Annex 3 and below)

Image A

"***Preliminary Remarks***

In concretisation of what has been agreed already orally between Club A and the agent concerning the conclusion of the contract of the player A, born on Date X, the aforementioned parties conclude the following agreement.

[1] You can find the case file in the link provided to you in the e-mail.

The agent provides Club A the possibility to have concrete contract negotiations with the player as of 1 January 2025, with the purpose of brokering the conclusion of the employment contract. An essential, but not the only task and therefore service of the agent is it to bring together the contractual expectations and assumptions of Club A and the player about the performance and counter-performance of the employment contract."

Free translation

- This is further substantiated by Club A position's that states that was "*essential (…) to approach the player from 1 January 2025 and to try to reconcile the contractual ideas and expectations of Club A and the player regarding the performance and consideration of the employment contract, which was finally concluded on 28 March 2025*" (Annex 5 and below). In another words, a clear confirmation that you have provided Football Agent Services to the club within the Transfer as from 1 January 2025.

Image B

- Again, this is corroborated by your own signature of the employment agreement entered between the Player and the club on 28 March 2025, where it shows that you were acting for the club in this Transfer (Annex 6 and below)

Image C

- Finally, the agency social media post confirmed you and your agency participation on the Transfer and expressing gratitude to the club official for the good cooperation.

Image D

"*Deal Done* 🎉 ✅ *Player A moves to the 2nd Federation A*

We are delighted to officially announce the transfer of our player Player A to Club A *After intensive discussions, we were able to find the best solution for his sporting development.*

We would like to thank Club A for the good cooperation and wish Player A every success in his new challenge!"

Free translation

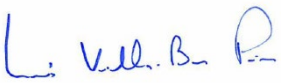
Since you were found performing Football Agent Services without the required licence and said services were performed on 28 March 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application until **28 March 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Federation A

VIA E-MAIL
Candidate A

Miami, 29 July 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 16 April 2025 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that you are not eligible for a FIFA Agent licence. Please find below the reasoning for this decision.

As you are aware, article 4 of the FFAR requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing your application, including the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because the information available to FIFA has revealed that you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you and/or your agency, Agency A ("Agency") provided Football Agent Services to the Club A ("Club"), in the context of the international transfer of the player, Player A ("Player") to this Club from Club B, without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Club as per the evidence below:

- On 23 June 2025, the Club details your involvement in the transaction by stating (view Enclosure 2.1):

  "*At the beginning of the negotiations the contact details of the FIFA licensed football agent who acted on behalf of Agency A were requested together with a signed representation agreement with the player.*

[1] You can find the case file in the link provided to you in the Decision e-mail.

Following this request, the details and FIFA ID Card of Person A (with FIFA license number XXXXXX-XXXX) were provided who renders his services through the agency, Agency A, of which Candidate A is the director. Hereinafter the lawyers acting on our behalf directed all email to the FIFA licensed football agent Person A with Candidate A in copies as this was requested by the football agent.

The emails of the lawyers were directed at Person A, however Candidate A replied to the emails. As a consequence hereof, the lawyers multiple times indicated that Person A should reply by himself and not Candidate A on his behalf as, although Candidate A acted as the spokesperson of Person A, as the lawyers advised us that the acting of Candidate A could be considered as a breach of the FIFA Regulations as Candidate A is not entitled to render Football Agent Services. Person A gave the final approval to the contracts and signed all documents."

- The Club also provided the offer provided by Agency A regarding the Player, which specifies agent fees, duration, gross salaries and bonuses, playing time, additional fees, and a flat-rate expense allowance, car-lease expenses, house allowance, a re-sale clause, a relegation clause, and season tickets, as evidenced below:

- Since 26 August 2024, you are directly seen negotiating contract terms with the Club (e.g., salary, bonuses, international school fees and other club interest) via email, despite the club lawyers insisting all communication must go through licensed agent (view Enclosure 2.1), namely stating:

  "*With this ultimate proposal, we try to stay close to what you offered and reach a deal with Club A.*

  I confidently informed Person B this morning that both player and management have a personal preference for a switch to Club A and that there are two other League A clubs offering more, notably 1 of the 2 significantly more."

- In the same communication you further detail commission details:

  "*In terms of commission, we will have to find a way that left or right we just want 30K commission per season. Otherwise, it is also too little for us as management. Both other clubs just offer 10% over ultimately more salary.*

  If we can agree on this, the player chooses Club A today and we commit to you. After all, we cannot make the other two clubs wait any longer."

- As demonstrated in this correspondence on 29 August 2024, in two occasions, you are seen rejecting the Club's contract terms and demanding adjustments, as demonstrated below:

-

- On 30 August 2024, in only one occasion is the licenced agent seen “agreeing” with the terms of the agreement, as demonstrated below:

- Furthermore, your agency, Agency A, invoiced the club €48,400 for the provision of services, dated 2 September 2024 with payment on 19 September 2024, as demonstrated below:

- Finally, in the signed representation agreement on 30 August 2024, you sign as the Director of Prestige Sports, included as a Football Agent, as demonstrated below:



- In your agency Transfermarkt[2] page, the Player appears as a client of your agency, in which you are listed as the Executive Director.





[2] Link A

- In addition, on the TransferRoom page[3], this transfer is verified by the Player:

- When requested for more information regarding your role in this transfer on 10 June 2025, you clarified that you are not a licenced FIFA football agent, and have never acted as one, and thus you fall outside the FFAR, with Agency A ineligible for a license as a legal entity. You further asserted any involvement in the inquired transactions, and you stated that if you did, you acted as an independent advisor, not an agent. Furthermore, you questioned the legal basis of the inquiry (view Enclosure 2.2).

- From the evidence above, it is clear that you performed Football Agent Services to the Club, by engaging directly with them regarding contractual terms (salary, bonuses, commission structures and transfer clauses) in relation to the Player, despite not having a FIFA licence. In the communication exchanges with the Club you clearly communicate contract proposals and reject counter offers.

- It was demonstrated that using a licenced football agent only served to circumvent the licensing requirements established by the FFAR and was utilized as a nominal front while personally executing Football Agent Services, namely finalizing the Representation Agreement and controlling correspondence and negotiations, despite the Club's repeated demands to communicate solely with the licenced agent.

- The lack of involvement of the licenced agent in the transaction, and your active involvement to lead negotiations after the Club formally objected to your unlicenced involvement, further emphasizes your role and strategy to circumvent the mandatory licencing requirements.

- In addition, by signing the Representation Agreement, which includes the commission agreement, as a representative of your agency, you have bound clients to terms you negotiated without the required licence.

- It is interesting also to note that in your response to our request for information, you state that you are not a (potential) football agent nor have you acted as one. However, we noted this interest in the FIFA Agent licence with your application on 16 April 2025,

[3] Link B

which was rejected for being an official of a club, which made you ineligible for the Football Agent licence, as per article 5 paragraph 1 a) iv) of the FFAR

Since you were found performing Football Agent Services without the required licence and said services were performed on 30 August 2024 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **30 August 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the associations where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,

On behalf of the
Agents Department



Daniel Freitas
Legal Counsel

Copy: The Football Federation of Country A & Football Federation of Country B

VIA EMAIL
Candidate A

Miami, 21 August 2025

Decision regarding your eligibility to become a Football Agent
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to Club A ("Club") and the player, Player A ("Player") in her international transfer from Club B ("Transfer"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player and Club, as per the evidence below:

- First and foremost, you and/or agency entered into a representation agreement with Player (Annex 2 and below) that states that:
    - you and/or agency have the exclusive right to represent the Player in all clubs in Country A and worldwide.
    - the Player has agreed to pay 10% of base salary to the agency for every year the Player is under contract with the Club as compensation for intermediary services.
    - the agreement is valid until the end of transfer window.

[1] You can find the case file in the link provided to you in the e-mail.



- Although you stated in your position (Annex 3), that "*we have never acted in the legal capacity of licensed player representatives*", this clearly shows the opposite, that you provided Football Agent Services to the Player and Club in her international transfer.

- Furthermore, there are communications between you and the Player discussing the status of the negotiation with the Club





"*Hello! Everyone.*

Negotiations are going well. We've received a good offer, but we need to make the final decision next week. Player A, do you have a resume or documents that can prove your career? Anything that can show your experience with the national team or in the League A's division will be helpful. All achievements will be advantageous. The reason I'm asking is that in the final stage we need the president's approval, and I'm trying to present you well to the president."

Free translation

- Finally, an Instagram confirms that you provided Football Agent Services to the Player and the Club.[2]



Since you were found performing Football Agent Services without the required licence and said services were performed on 1 July 2024 at the latest, please be informed that this decision prevents you from submitting a licence application until **1 July 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

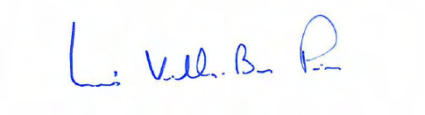
A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

[2] Link A

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Soccer Federation

VIA EMAIL
Candidate A

Miami, 21 August 2025

Decision regarding your eligibility to become a Football Agent
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to Club A ("Club") and the player A("Player") in her international transfer from Club B ("Transfer"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player and Club, as per the evidence below:

- First and foremost, you and/or agency entered into a representation agreement with Player (Annex 2 and below) that states that:
    - you and/or agency have the exclusive right to represent the Player in all clubs in Country A and worldwide.
    - the Player has agreed to pay 10% of base salary to the agency for every year the Player is under contract with the Club as compensation for intermediary services.
    - the agency, Agency A, authorizes you to also lead the negotiations with the Club
    - the agreement is valid until the end of transfer window.

[1] You can find the case file in the link provided to you in the e-mail.



- Although you stated in your position (Annex 3), that "*we have never acted in the legal capacity of licensed player representatives*", this clearly shows the opposite, that you provided Football Agent Services to the Player and Club in her international transfer.

- Furthermore, there are communications between you and the Player discussing the status of the negotiation with the Club and clarifying your commission.



"*"Yes, Player A. If it is as Person A said, I think we will be able to wrap up the offer related matters securely within next week.*"

Free translation



"As I mentioned before, there is a separate commission we receive from you as the agency fee and another commission we receive from the team for scouting players. The 2024/2025 commission will be sent to you first by the team to expedite processing, and then we will receive it from you. For 2025/2026, the same amount will be sent directly from the club to us instead of to you"

Free translation

- Finally, an Instagram confirms that you provided Football Agent Services to the Player and the Club.[2]



Since you were found performing Football Agent Services without the required licence and said services were performed on 1 July 2024 at the latest, please be informed that this decision prevents you from submitting a licence application until **1 July 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

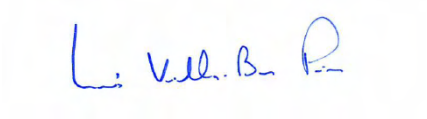
A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

[2] Link A

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Soccer Federation

VIA EMAIL
Candidate A

Miami, 21 August 2025

Decision regarding your eligibility to become a Football Agent
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to Player A ("Player") in a potential future international transfer of the Player and in the signing of the Player by Club A ("Club"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player and Club, as per the evidence below:

- First and foremost, you gave an interview[2] to the TV station A, where you state you have offers from clubs in Country A and in different countries to the Player, as follows:

  Interviewer:

  "***That is the manager of the Player***. *Yesterday, he had the opportunity to speak with Sports Reporter A regarding the issue of his client Player A's contract, and he was able to address it. Player A's manager is Candidate A, popularly known as Candidate A, and he has been managing several local players from mainland Country A who play in League A. But one of his statements I've quoted from is as follows. He mentioned that it doesn't make sense for the signing fee to be three hundred million while the salary is only two million, the figures just don't add up. That's just a small part, let's listen to hear him speak about Player A's status, the*

[1] You can find the case file in the link provided to you in the e-mail.
[2] Link A

situation regarding his contract with Club A, as well as the offers he currently has on the table. According to him, the other three offers are from clubs outside Country A".

Your answer

"*You know, signing-on fees and salaries are things that need to align from a business perspective, you see? It doesn't make sense to sign someone for two million and then give them a signing-on fee of three hundred million, you get it?* ***So, you know, the contract is between me, the player, and the club****. That's why I said at this stage, player contracts are usually made public; but only with the consent of the players themselves. But honestly, right now if I mention any figures, I'd be lying, my sister, that's the honest truth. Actually, what you see circulating on social media means that Player A's value is high, and that value comes from his performance, you know? The player has performed well, put in a high work rate, and that's why there's so much buzz. Ah, now when it comes to Club B, it's their management who know which signings they have already made and which ones will make an impact.* ***To say that we have offers from Club B or Club A is true****, Player A is such a player that any club in the country would want. Even clubs facing relegation want him; but they feel like his valuation is high and they can't afford him.* ***But we also have offers from outside the country; we have offers from Country B, offers from Country C, offers from Country D, you see, all those offers are real****. The player himself is passionate about the game. If he can leave Club C and go to Club A, it means he could then leave Club A to go to another club or he could stay at Club A, you see? I can't say which club a player wants to go to, but a player has needs, and basically, he will go to the club that meets those needs. A player shouldn't choose a team to play for unless all those needs are met, because today you might say the player wants to play for Club A, but if Club A doesn't want you, what can you do? You leave. Or you say you want to go to Club B? Club B doesn't want you. What can you do? You understand me, right? So basically, I don't think there's a player who can say, 'Sir, I won't leave here' when the terms are poor. You got me*?"

Interviewer

"***That's the manager of Player A, Candidate A, popularly known as Candidate A****. He was saying, ah, two million for salary and then the signing-on fee, ah, it doesn't make sense So, we heard there are three offers, from Country C, Country D, and Country B, those are from abroad. Club A and Club B are also mentioned, although Club D hasn't been mentioned there, but it's clear that the offers in process. He also mentioned that currently, because the player has so many matches right now, it's becoming difficult to finalise anything. Given the current environment, there appear to be many offers, but, from those initial comments, it seems the process is complicated*.

Your answer

"*Ah, one thing about Player A is that he now knows his own value. It's a huge compliment. You know, to finding someone who knows their own value, regardless of how the people around them perceive them. But once you know your value, it's really important. In his case, he knows what he's worth, and* ***that's why during contract negotiations, he can see how he's valued and the way he is positioning himself doesn't match that money****. Regarding whether he stays at Club A or leaves, to me, something I've believed is that there's nothing harder in this country when it comes to replacing or finding a substitute for a local player, because most of our Country A players are of a certain average level. So when a player shows a glimpse of something special, he's worth holding on to. Last season, Club E had Player B. To replace Player B, they had to go abroad because they couldn't find a replacement within the country. At Club A, in goal, we've relied on Player C*".

Our emphasis and free translation

- This clearly shows that the Player is your client, and you were looking for and receiving potential offers to transfer or extending the employment contract of the Player nationally (offers from Club B or Club A) and internationally (offers from Country B, Country C and Country D) and holding contract negotiations, i.e., providing Football Agent Services to the Player.

- Indeed, the offer from Country D is evidenced in your position in the attachment B (Annex 2).

- Secondly, this interview was made on 3 May 2024 and the signing of the Player by the Club was on 6 May 2024, as per your position in the attachment D (Annex 2). Although you provided a "*picture of his representatives on the day of the contract was signed*", you forgot to mention that you were also present as the agent of the player as per picture below:



- Again, you acting as unlicensed football agent and providing Football Agent Services is your common business (in particular, with two Country A clubs) as confirmed by another interview you gave on a radio show on 22 July 2024 where you state[3] the following:

  "*To be very honest,* ***we have a partnership with Club B and Club A****. I don't deny that. But* ***when it comes to agency fees****, Club B will pay you… as long as you submit the invoice, they pay you within 30 days. As we speak,* ***we have registered Player D, the goalkeeper, to go to Club B, and the agency fees have already been paid***".

  Our emphasis and free translation

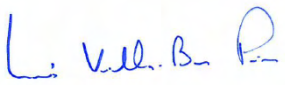
Since you were found performing Football Agent Services without the required licence and said services were performed on 6 May 2024 at the latest, please be informed that this decision prevents you from submitting a new licence application until **6 May 2026**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Football Federation

[3] Link B

VIA EMAIL
Candidate A

Miami, 21 August 2025

FIFA Agent Platform – Football Agent licence application: Decision
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

As you are aware, article 4 paragraph 1 of the FIFA Football Agent Regulations (hereinafter the "FFAR") requires individuals interested in being candidates for the Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

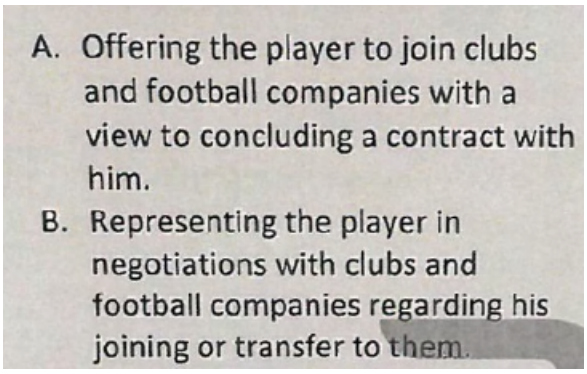
In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the player, Player A ("Player"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player, as per the evidence below:

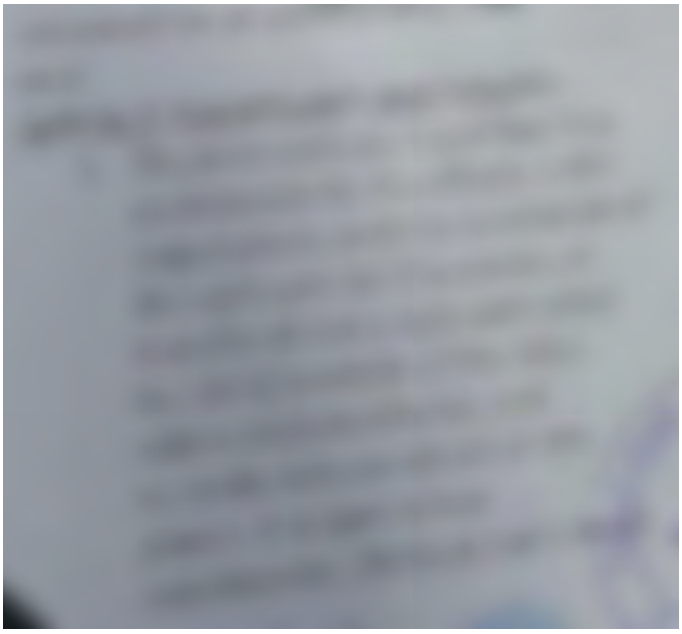
- First and foremost, you and/or agency entered into a representation agreement with Player (Annex 2 and below) that states that:

    - the Player appoints you to be an exclusive and sole representative in all his affairs and sports interests, including but not limited to:

[1] You can find the case file in the link provided to you in the e-mail.


A. Offering the player to join clubs and football companies with a view to concluding a contract with him.
B. Representing the player in negotiations with clubs and football companies regarding his joining or transfer to them.

- you are entitled to a commission of 10% monthly of the total salary of the total salary (included bonus and variable remuneration) of the Player



- This clearly shows that you by entering to a representation agreement with the Player, you provided Football Agent Services to the Player, i.e., 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.

- Finally, an Instagram confirms that you provided Football Agent Services to the Player, i.e., "*pleased to represent the player as an exclusive agents in all his sporting affairs and interests*".[2]

[2] Link A and Link B



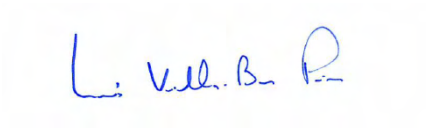
Since you were found performing Football Agent Services without the required licence and said services were performed on 22 July 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application until **22 July 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Finally, please note that this is a final decision of the FIFA general secretariat for the purposes of of article 50 of the FIFA Statutes.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Football Association

VIA E-MAIL
Agent A

Miami, 25 August 2025

Information on your eligibility to become a Football Agent
Ref. No. FAD-XXXXX *(please always quote this reference in future correspondence)*

Dear Sir,

As you are aware, article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), requires individuals that may want to acquire a Football Agent licence to comply with certain requirements, including the eligibility requirements and successful passing of the FIFA Football Agent Exam.

After thoroughly reviewing the information/documentation collected by FIFA (see below), the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the coach Coach A ("Coach"), in the context of his signing as the coach of Club A ("Transaction"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

The applicable regulatory framework

The following provisions of the FFAR establish the framework governing the conduct and licencing of Football Agents:

- Article 5 outlines the eligibility requirements for obtaining a Football Agent licence, including but not limited to para. 1, lit. b), according to which applicants must "*in the 24 months before the submission of a licence application, never have been found performing Football Agent Services without the required licence".*

- Football Agent Services are defined as "*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*" (as per Definition section, p. 6).

- A Transaction is defined as "*(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; (iv) the creation, termination or variation of an Individual's terms of employment" (as per Definition section, p.7).

- Article 11 par. 1 establishes that "*Only a Football Agent may perform Football Agent Services*".

Application to the present matter

The case file[1] available to FIFA reveals that you provided Football Agent Services to the Coach without holding the required licence.

Specifically, this results from the evidence set out below:

- Your position (Annex 3) confirms that indeed you provided Football Agent Services to the Coach as follows:

  "*My involvement in this matter started with a direct mandate from Coach A himself, who explicitly requested my assistance in securing a League A club, as he had no entry contacts in the Country A*"

  (...)

  "*In the course of this mandate, when Club A initially contacted me for advice on another candidate, Coach B, I immediately placed Coach A at the top of the list. I did so because my mandant [sic] was visibly displeased at being considered second to Coach B, and I executed his instructions without delay. I hold evidence of this decisive intervention, which once again demonstrates that my work was conducted entirely within the framework of a clear mandate*"

  "*My remuneration for the successful placement was defined by Coach A and his legal counsel themselves, not by me, and I immediately approved it in direct exchange with my mandant [sic]*.

- In addition, in the Club A position, it is evidenced, once again that you provided Football Agent Services to the Coach. On pages 14 and 15 of the club position, on 15 July 2025 you sent a formal notice regarding the payment of your intermediary commission to Club A where you describe the Football Agent Services that you provided to the Coach:

  "*We hold extensive documentation of our direct role in the process:*

  - Initial introduction and continuous follow-up between Coach A and Club A

[1] You can find the case file in the link provided to you in the e-mail.

- A WhatsApp message from Coach A dated June 15 explicitly requesting support to connect with League A clubs

- His spontaneous transmission of his CV on June 17

- A video-recorded call on June 20, 2025 at 4:25pm CET with Club A Representative and Coach A, in which I formally introduced the coach to your club

- Further contact with Mr A, who, upon receiving a screenshot from Coach A saying "Bitte Agent A nicht vergessen!", called me directly and acknowledged that I was entitled to something for introducing Coach A — proposing to "negotiate an introduction fee" with the owners

Furthermore, in recent WhatsApp messages dated July 12, 2025, Coach A expressly confirms that your ownership group — through Mr A — had committed to "settling a commission for Agent A". He confirms this was stated directly by the owner and "already confirmed by SMS". He also states that your representatives are aware that I am "the one who negotiated the deal" on his behalf. These written statements eliminate any ambiguity regarding my role, and the club's awareness of it".

- In other words, you confirm that you acted as an intermediary between the Coach and Club A, in facilitating employment terms.

- This constitutes the provision of Football Agent Services as described above, because you actively introduced and placed the Coach's with Club A, directly facilitating a Transaction as defined by the FFAR.

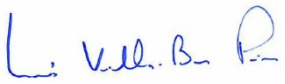
Conclusion

- Since you were found performing Football Agent Services without the required licence and said services were performed on 20 June 2025 at the latest, please be informed that should you submit a licence application, you will be declared ineligible to become a Football Agent until **20 June 2027,** as per article 5 paragraph 1. b) of the FFAR. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

A copy of this letter has been provided to the associations where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

For good order, FIFA reserves the right to take any action it deems appropriate against any of the other parties to which you may have provided Football Agent Services without the required licence.

Yours faithfully,
On behalf of the
Agents Department



Luis Villas-Boas Pires
Head of Agents

Copy: Country A Federation