

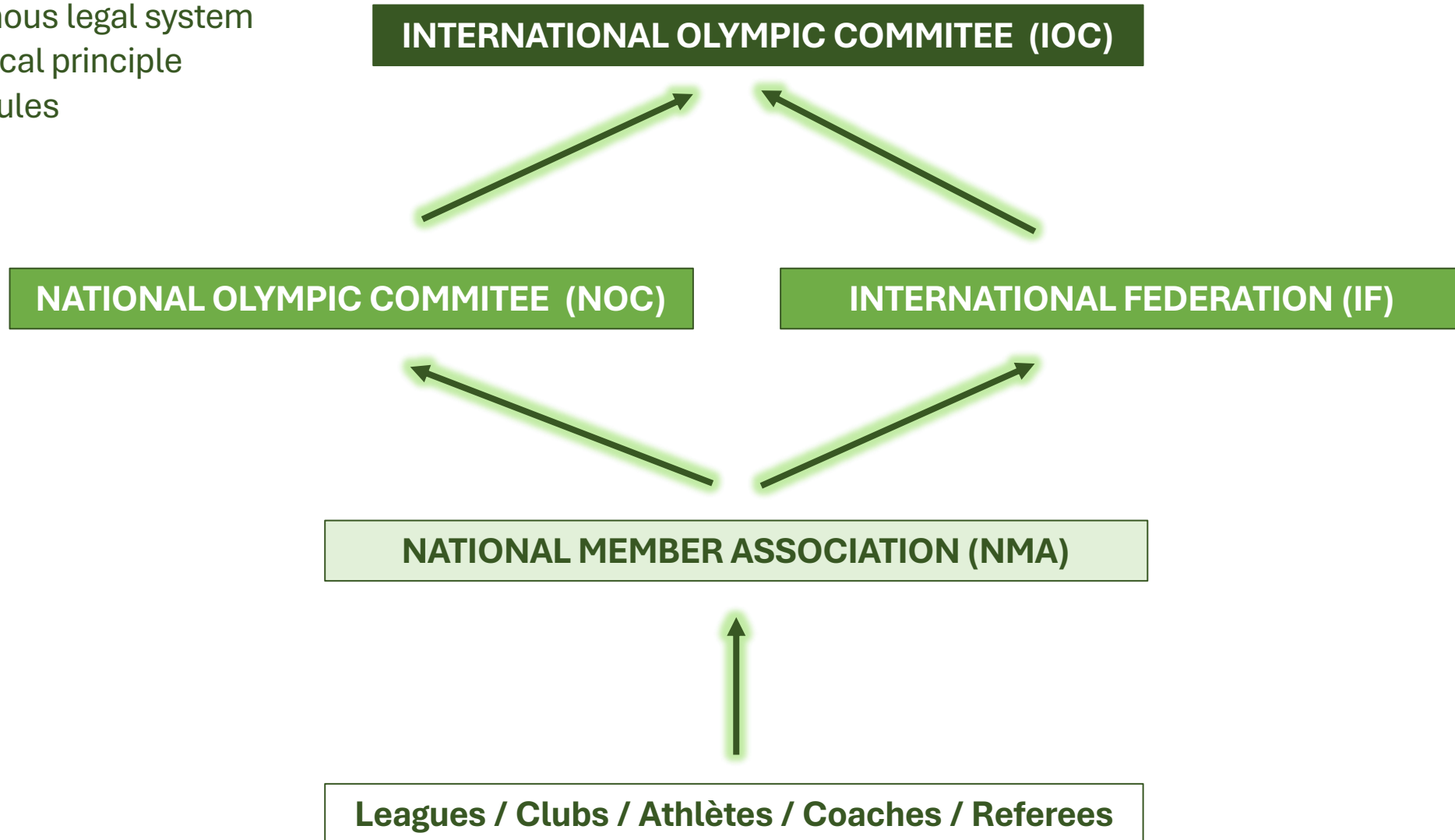
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Player's Agent in football: regulations & industry

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sport legal system

autonomous legal system
hierarchical principle
special rules



football agents - scope

INTERNATIONAL scope

2023
reform

FIFA

Fédération Internationale de Football Association

FFAR

FIFA Football Agent Regulations

INTERNATIONAL TRANSACTIONS

involving parts belonging to **different** MA

NATIONAL scope

NATIONAL MEMBER ASSOCIATIONS (NMA)

FIGC, Italy

NATIONAL REGULATIONS

released by each NMA

NATIONAL TRANSACTIONS

involving parts belonging to **same** MA

licensing system

INTERNATIONAL scope

FIFA EXAM
multiple choice test (2 times/year)

FIFA PLATFORM
annual registration

NATIONAL scope

CONI EXAM (multiple choice test + oral interview) +
FIGC EXAM (multiple choice test)
(2 times/year)

**REGISTRO NAZIONALE AGENTI (CONI) &
REGISTRO FEDERALE AGENTI (FIGC)**
annual registration

licence is **individual** and **permanent**

eligibility requirements

- a) **never have been convicted of a criminal charge**, including any related settlements, regarding matters related to: organized 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
- b) **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
- c) **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 organizations and entities
- d) **not hold**, either personally or through their Agency, any **interest in a club**, academy, league or League
- e) **in the five years** before the submission of a licence application, 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
- f) **in the 12 months** before the submission of a licence application, not have held any interest in any entity, company or organization that brokers, arranges or conducts sports **betting activities**

FFAR - definitions

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**

Transaction

- (i) the **employment, registration** or deregistration of a player with a club or a League;
- (ii) the employment of a **coach** with a club, League or a member association;
- (iii) the **termination** or variation of players/coaches terms of employment;
- (iv) the **transfer** of the registration of a player from one club to another

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**

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

representation agreement

definition & principles

Representation Agreement is a **written** agreement for the purpose of establishing a **legal relationship** to provide Football Agent Services

A FA may **only** perform Football Agent Services for a Client **after having entered** into a written Representation Agreement with that Client

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**

duration

A RA concluded with **Individuals** (Players and Coaches) may **not exceed two years**

This term may be **extended** by a new Representation Agreement only

A Football Agent may only execute one Representation Agreement with the same Individual at any one time

A RA concluded between **Entities** (Clubs) is **not subject to a maximum duration**

Any **automatic renewal** provision, or any other provision that purports to extend any term of the RA beyond the maximum period, shall be **null and void**

representation agreement

requirements

RA 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

disclosure

*Provisionally
suspended*

upload to the FIFA Platform:

- a) within 14 days of execution, amendment or termination of a RA: the relevant document
- b) within 14 days of execution, any agreement other than a RA (i.e. Other Services)
- c) proof of payments

service fee

general principles

FA may charge a service fee to a Client as **agreed in a RA**

Payment of the service fee due under a RA shall be made **exclusively by the Client** of the Football (except individual client income < 200.00 USD)

Where an employment contract has a duration **longer** than the associated RA, a FA may receive a service fee **after expiry of the RA** 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

A FA 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

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.

Provisionally suspended

All service fee payments to FA shall be made through the FIFA Clearing House in accordance with the FIFA Clearing House Regulations

Provisionally suspended

service fee

The service fee payable to a FA for the performance of FA Services shall be calculated as follows:

structure	when representing Individual or Engaging Entity (players, coach / clubs, league, MA)	based on Individual's Remuneration (*)
	when representing Releasing Entity (clubs)	based on Transfer's Price

(*) 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, performance bonus).

service fee

service fee cap <i>Provisionally suspended</i>	client	Individual's annual remuneration less than or equal to USD 200,000	Individual's annual remuneration above USD 200,000
	INDIVIDUAL (players & coaches)	5% of the Individual's Remuneration	3% of the Individual's Remuneration
	ENGAGING ENTITY (clubs, leagues, MA)	5% of the Individual's Remuneration	3% of the Individual's Remuneration
	ENGAGING ENTITY + INDIVIDUAL dual representation	10% of the Individual's Remuneration	6% of the Individual's Remuneration
	RELEASING ENTITY (clubs)	10% of the transfer price	

service fee

currently ...

*NO CAP
provided*

when representing
Individuals

Lump sum

percentage based on
Individual's Remuneration

when representing
Engaging/Releasing Entities

Lump sum

percentage based on
Individual's Remuneration
or
percentage based on
Transfer's Price

multiple representation / conflict of interest (*)

CURRENT SITUATION (both national and international scope)	NO LIMIT	FA is potentially allowed to simultaneously assist all the three parts involved in the transaction (i.e. Individual, Engaging Entity, Releasing Entity)
FFAR (international)	LIMIT <i>Provisionally suspended</i>	FA is allowed to simultaneously assist only the Individual and the relevant Engaging Entity
D. LGS. 37/2021 (Italy)	LIMIT <i>Not yet applicable</i>	FA is allowed to simultaneously assist only two parts involved (no matter who)

(*) Same FA assisting more than one part involved in the same Transaction

jurisdiction

FFAR (international)	FIGC (Italy)
<p data-bbox="402 686 963 725">FIFA TRIBUNAL (Agents Chamber)</p> <p data-bbox="517 768 787 886"><i>Provisionally suspended</i></p>	<p data-bbox="1574 639 2099 678">FREE CHOICE OF THE PARTIES</p> <p data-bbox="1651 739 2023 778">or in absence of choice</p> <p data-bbox="1447 829 2226 915">COLLEGIO GARANZIA DELLO SPORT c/o CONI (Arbitral Procedure)</p>

numbers

