2. Chapitre II : ressources complémentaires

Des ressources complémentaires ont été ajoutées au matériel pédagogique pour aider les personnes candidates à mieux appréhender la réglementation de la FIFA sur laquelle portera l'examen. Les candidats ne sont pas tenus de consulter ces ressources pour préparer l'examen. Cependant, certaines d'entre elles, notamment les circulaires de la FIFA, permettent de répondre efficacement à certaines des questions de l'examen.

La présente section comprend les ressources complémentaires suivantes :

i) Circulaires de la FIFA

a. Circulaire n°1827 de la FIFA : Règlement sur les agents de la FIFA (édition : 2022)

b. Circulaire n°1867 de la FIFA : Non-respect des accords de conciliation – compétence de la Commission de Discipline de la FIFA

c. Circulaire n°1873 de la FIFA : Point sur le Règlement sur les agents de la FIFA

d. Circulaire n°1874 de la FIFA : Règlement sur les agents de la FIFA – point sur les licences et information concernant la chambre des agents du Tribunal du Football de la FIFA

e. Circulaire n°1887 de la FIFA : Amendements au Règlement du Statut et du Transfert des Joueurs de la FIFA (RSTJ) concernant les dispositions relatives aux joueuses et entraîneures, l'extension de la validité de l'annexe 7 et la procédure de transfert international dans le football

f. Circulaire n°1889 de la FIFA : Amendements aux Statuts de la FIFA, au Règlement d'application des Statuts et au Règlement du Congrès

g. Circulaire n°1891 de la FIFA : Règlement sur les agents de la FIFA – dates d'examen

h. Circulaire n°1892 de la FIFA : Règlement du Statut et du Transfert des Joueurs de la FIFA – catégorisation des clubs et périodes d'enregistrement

i. Circulaire n°1905 de la FIFA : Amendements au Règlement du Statut et du Transfert des Joueurs

j. Circulaire n°1917 de la FIFA : Cadre réglementaire temporaire – amendements au Règlement du Statut et du Transfert des Joueurs de la FIFA ainsi qu'aux Règles de procédure du Tribunal du Football

k. Circulaire n°1918 de la FIFA : Amendements au Règlement de la Chambre de compensation de la FIFA et au Règlement du Statut et du Transfert des Joueurs de la FIFA

l. Circulaire n°1919 de la FIFA : Amendements au Règlement sur les agents de la FIFA et introduction d'un examen en ligne

m. Circulaire n°1934 de la FIFA : Édition 2025 du Code disciplinaire de la FIFA

n. Circulaire n°1936 de la FIFA : Règlement du Statut et du Transfert des Joueurs de la FIFA – catégorisation des clubs et périodes d'enregistrement

o. Circulaire n°1937 de la FIFA : Amendements au Règlement de la Chambre de compensation de la FIFA

p. Circulaire n°1942 de la FIFA : Amendement à l'article 68 du Code disciplinaire de la FIFA

ii) Autres

a. Règlement sur les agents de la FIFA – questions fréquemment posées (édition : mars 2023)

b. Décisions du secrétariat général de la FIFA

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1827

Zurich, le 6 janvier 2023

Règlement sur les agents de la FIFA (édition 2022)

Madame, Monsieur,

Nous avons le plaisir de vous informer que le Règlement sur les agents de la FIFA (ci-après : le « règlement ») a été approuvé par le Conseil de la FIFA lors de sa séance du 16 décembre 2022.

Le premier objectif stratégique identifié dans la *Vision 2020-2023 : rendre le football véritablement mondial* est de « moderniser le cadre réglementaire du football ». Un élément essentiel concerne les conditions d'exercice de la fonction d'agent dans le contexte du système des transferts.

Le règlement vise à faire en sorte que les agents exercent leurs activités conformément aux objectifs fondamentaux du système des transferts, notamment en ce qui concerne l'intégrité du football dans son ensemble, tout en mettant en place des normes professionnelles et éthiques minimales autour de la profession.

Il a été adopté à la suite d'un processus de consultation exhaustif, ouvert et inclusif. Au cours des quatre dernières années, plus de 300 propositions ont été recueillies et dûment étudiées pour l'élaboration du texte.

Le processus de consultation et de réforme de la FIFA entourant le règlement dans son ensemble a été publiquement accompagné et soutenu par plusieurs organes et institutions. Le cadre proposé est conforme au rapport du Parlement européen sur la politique sportive de l'Union européenne et au rapport du Conseil de l'Europe sur la gouvernance du football, dans lesquels les efforts déployés par la FIFA afin de moderniser le système des transferts – notamment par le biais de ce nouveau règlement – ont récemment été reconnus et soutenus.

L'entrée en vigueur du règlement, qui régit la fonction d'agent dans le cadre du système international des transferts et s'applique à l'ensemble des accords de représentation de dimension internationale, entraîne automatiquement l'abrogation du Règlement de la FIFA sur la collaboration avec les intermédiaires.

Fédération Internationale de Football Association
FIFA-Strasse 20 Boîte postale 8044 Zurich Suisse Tél. : +41 (0)43 222 7777 www.FIFA.com

En conclusion, le règlement fournit à la FIFA, à ses associations membres et à toutes les parties prenantes concernées un instrument juridique équilibré et rationnel permettant de préserver l'intégrité du football ainsi que de veiller au bon fonctionnement du système des transferts.

Vous trouverez ci-joint les textes suivants :

- Règlement sur les agents de la FIFA (édition 2022)
- Annexe 1 : Notes explicatives relatives au Règlement sur les agents de la FIFA
- Annexe 2 : Informations relatives à l'application du Règlement sur les agents de la FIFA

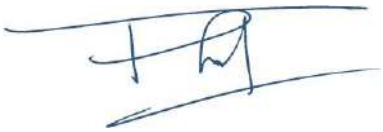
Des vidéos explicatives et une FAQ sont également déjà disponibles sur legal.fifa.com.

N'hésitez pas à nous contacter en cas de question (AgentsDepartment@fifa.org).

Nous vous remercions de prendre acte du contenu de la présente circulaire et de le transmettre à vos clubs affiliés ainsi qu'à toutes les parties prenantes concernées.

Veuillez agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Fatma Samoura
Secrétaire Générale

Pièces jointes mentionnées

Copie à :
- Conseil de la FIFA
- Confédérations
- Association européenne des clubs (ECA)
- FIFPRO
- World Leagues Forum
- Organisations d'agents

Annexe 1

Notes explicatives relatives au Règlement sur les agents de la FIFA

Agent, services d'agent, accords de représentation, limitations de représentation et de rémunération, entrée en vigueur et litiges

Janvier 2023

1. Introduction

La présente annexe vise à présenter aux associations membres de la FIFA et à leurs parties prenantes les principaux nouveaux concepts du Règlement sur les agents de la FIFA (ci-après : le « règlement »). Veuillez consulter ledit règlement pour la définition des termes repris ci-après.

2. Qu'est-ce qu'un agent ?

Un agent est défini comme une personne physique disposant d'une licence de la FIFA l'autorisant à fournir des services d'agent au nom d'un client dans le but de conclure une transaction. Cette personne peut représenter des joueurs, des entraîneurs, des clubs, des ligues centralisées et des associations membres (ci-après : les « clients »).

Une transaction est définie comme :

i. l'emploi, l'enregistrement ou le désenregistrement d'un joueur auprès d'un club ou d'une ligue centralisée ;

ii. l'emploi d'un entraîneur auprès d'un club, d'une ligue centralisée ou d'une association membre ;

iii. le transfert de l'enregistrement d'un joueur d'un club à un autre ; ou

iv. l'élaboration, la résiliation ou la modification des termes du contrat de travail d'un individu.

Seules les personnes disposant d'une licence d'agent délivrée par la FIFA sont en droit de fournir des services d'agent à un client.

3. Que sont les services d'agent ?

Les services d'agent sont définis comme des services fournis dans le cadre du football pour un client ou en son nom, y compris la négociation, la communication relative ou préalable à la négociation ou toute autre activité y afférente dans le but et/ou l'intention de conclure une transaction.

4. Comment un agent peut-il fournir des services d'agent à un client ?

Un agent peut uniquement fournir des services d'agent pour un client après avoir conclu un « accord de représentation » avec ce client.

Un accord de représentation est défini comme un « accord écrit [entre un agent et son client] ayant pour but d'établir une relation juridique en vue de fournir des services d'agent » (cf. section « Définitions » du règlement). Il doit être conforme aux exigences minimales énoncées à l'article 12 du règlement.

Un accord de représentation n'est valable que s'il est conclu par écrit et comprend au minimum :

i. le nom des parties ;

ii. la durée (le cas échéant) ;

iii. le montant de l'indemnité de service due à l'agent ;

iv. la nature des services d'agent à fournir ;

v. la signature des parties.

La FIFA fournit aux personnes intéressées un modèle d'accord de représentation standard recommandé.

5. Le règlement impose-t-il des restrictions concernant la durée d'un accord de représentation ?

La période de validité d'un accord de représentation conclu entre un agent et un joueur ou un entraîneur en qualité de client ne peut excéder deux ans. Cette durée ne peut être prolongée que par la conclusion d'un nouvel accord de représentation. Toute disposition de renouvellement automatique ainsi que toute disposition visant à prolonger la durée de validité de l'accord de représentation au-delà de la durée maximale autorisée sont considérées comme nulles et non avenues.

Par ailleurs, un agent ne peut conclure qu'un seul accord de représentation à la fois avec le même joueur ou entraîneur. Avant de conclure un accord de représentation avec un joueur ou un entraîneur, ou d'amender un accord de représentation existant, l'agent doit :

i. informer le joueur ou l'entraîneur par écrit que ce dernier devrait envisager de solliciter 'un avis juridique indépendant aux fins de l'accord de représentation ;

ii. obtenir la confirmation écrite du joueur ou de l'entraîneur que ce dernier a sollicité 'un tel avis juridique indépendant ou décidé de ne pas recourir à cette possibilité.

Un accord de représentation conclu entre un agent et un club, une association membre ou une ligue centralisée en qualité de client n'est soumis à aucune durée de validité maximale. Un agent peut conclure plusieurs accords de représentation à la fois avec ces clients, sous réserve que ces accords concernent des transactions différentes.

6. Qui paie les services d'agent ?

Le règlement introduit le principe du « paiement par le client ». Cela signifie que, de manière générale, l'agent est directement rémunéré par son ou ses client(s) pour les services d'agent fournis.

Toutefois, un club, une association membre ou une ligue centralisée peut convenir avec un joueur ou un entraîneur de payer l'indemnité de service due à un agent en vertu de l'accord de représentation correspondant, sous réserve que la rémunération annuelle négociée dudit joueur ou entraîneur soit inférieure à USD 200 000 (ou équivalent), sans tenir compte d'éventuels paiements conditionnels, et que certaines autres conditions soient remplies.

Un agent n'est en droit de recevoir une indemnité de service qu'en contrepartie de services préalablement détaillés dans un accord de représentation et à condition que ce dernier soit en vigueur lors de la prestation des services.

7. Le règlement impose-t-il des limites concernant l'indemnité de service d'un agent ?

Dans l'objectif de protéger l'intégrité du football et de veiller au bon fonctionnement du système des transferts, le règlement introduit le principe d'une indemnité de service maximale (ci-après : le « plafonnement »).

Ce plafonnement varie en fonction de la nature du client (cf. article 15 du règlement) :

Client	Plafonnement de l'indemnité de service	
	Rémunération annuelle de l'individu inférieure ou égale à USD 200 000 (ou équivalent)	*Rémunération annuelle de l'individu supérieure à USD 200 000 (ou équivalent)*
Individu	5% de la rémunération de l'individu	3% de la rémunération de l'individu
Entité d'arrivée	5% de la rémunération de l'individu	3% de la rémunération de l'individu
Entité d'arrivée et individu (cas de double représentation autorisée)	10% de la rémunération de l'individu	6% de la rémunération de l'individu
Entité de départ (indemnité de transfert)	10% de l'indemnité de transfert	

8. Combien de clients un agent peut-il représenter dans une même transaction ?

Un des principaux objectifs du règlement consiste à « limiter les conflits d'intérêts afin de protéger les clients contre tout comportement contraire à l'éthique » (cf. article 1, alinéa 2c du règlement). Il est légitime – et même nécessaire – que la FIFA cherche à limiter les conflits d'intérêts suscitant des doutes en matière d'intégrité et à interdire les conflits d'intérêts injustifiables.

À cette fin, le principe général veut qu'un agent puisse fournir des services d'agent pour le compte d'une seule partie dans une transaction. À titre d'exception, un agent peut fournir des services d'agent ou d'autres services pour le compte d'un individu et d'une entité d'arrivée dans une même transaction : on parle alors d'un cas de double représentation autorisée (cf. article 12, alinéa 8 du règlement).

Si un agent souhaite fournir des services d'agent à une entité d'arrivée et un individu dans une même transaction dans le cadre d'une double représentation, il ne peut le faire qu'avec l'autorisation écrite préalable et explicite des deux clients. L'entité d'arrivée peut alors payer jusqu'à 50% de l'indemnité de service totale due à l'agent.

Cela signifie qu'un agent ne peut fournir de services d'agent, ni d'autres services, dans le cadre d'une même transaction pour :

i. une entité de départ et un individu ;
ii. une entité de départ et une entité d'arrivée ; ou
iii. toutes les parties d'une telle transaction.

Les autres services sont des « services fournis par un agent pour ou au nom d'un client autres que des services d'agent, y compris, sans toutefois s'y limiter, en matière de conseil juridique, planification financière, détection, conseil, gestion du droit à l'image et négociation de contrats commerciaux » (cf. section « Définition du règlement »).

À titre d'exemple, si un agent fournit des services d'agent ou d'autres services à une entité de départ dans une transaction, il ne peut fournir aucun service de ce type aux autres parties dans la transaction (entité d'arrivée ou individu).

9. Qui est compétent pour résoudre des litiges entre des agents et leurs clients ?

Afin que les litiges concernant les services d'agent soient réglés de manière juste et équitable pour tous les participants du système des transferts, le règlement réintroduit le système de résolution des litiges de la FIFA pour les litiges découlant d'un accord de représentation de dimension internationale ou en lien avec un tel accord de représentation. En d'autres termes, la FIFA est compétente pour trancher les litiges de dimension internationale portant sur l'exécution d'un accord de représentation écrit entre un agent et un client.

Un accord de représentation est considéré comme de dimension internationale lorsque :

i. il concerne des services d'agent liés à une transaction spécifiée dans le cadre d'un transfert international (ou du départ d'un entraîneur vers un club affilié à une association membre différente de celle de son précédent employeur ou vers une association membre différente de celle de son précédent employeur) ; ou

ii. il concerne des services d'agent liés à plusieurs transactions spécifiées, dont au moins une entre dans le cadre d'un transfert international (ou du départ d'un entraîneur vers un club affilié à une association membre différente de celle de son précédent employeur ou vers une association membre différente de celle de son précédent employeur).

Les procédures menées devant la chambre des agents du Tribunal du Football de la FIFA pour de tels litiges entre les agents et les clients sont gratuites.

Il convient également de noter que la chambre des agents du Tribunal du Football traitera à compter du 1er octobre 2023 tout litige concernant les accords de représentation conclus entre un agent et un client à partir de cette date.

L'organe décisionnaire identifié dans le règlement national sur les agents de l'association membre concernée est compétent pour se prononcer sur les litiges découlant d'un accord de représentation sans dimension internationale ou en lien avec cet accord de représentation.

10. Qui est compétent pour faire appliquer 'les autres dispositions du règlement ?

En plus de sa compétence pour résoudre des litiges contractuels, la FIFA est également habilitée à faire appliquer d'autres dispositions du règlement, même en l'absence de litige contractuel. Cette compétence concerne notamment l'éventuelle imposition de sanctions liées à des violations du règlement.

La compétence relative à l'imposition de sanctions dépend des circonstances du cas d'espèce et en particulier 'de la nature des activités de l'agent et du client. La FIFA est, de manière générale, compétente pour :

i. toute activité découlant d'un accord de représentation de dimension internationale (cf. article 2, alinéa. 2 du règlement) ;

ii. toute activité liée à un transfert international ou une transaction internationale.

En d'autres termes, si la compétence de la FIFA pour trancher les litiges contractuels dépend généralement de l'existence d'un accord de représentation de dimension internationale, la compétence pour faire appliquer d'autres dispositions du règlement – notamment l'imposition de sanctions – est définie de manière plus large. Elle est ainsi acquise dès lors qu'un cas est lié à un transfert international ou une transaction internationale.

Toutefois, les associations membres sont responsables de l'application de leur réglementation nationale pour les agents et, le cas échéant, 'de l'imposition de sanctions à l'encontre de tout agent ou client qui enfreindrait cette réglementation.

Cela signifie que les associations membres sont compétentes pour :

i. toute activité découlant d'un accord de représentation sans dimension internationale (cf. article 2, alinéa 3 du règlement) ;

ii. toute activité liée à un transfert national ou une transaction nationale.

À titre d'exemple, si un agent mène ses activités dans un contexte purement national, par exemple en conseillant un joueur pour la conclusion de son premier contrat de travail avec un club (non lié à un transfert international), cela relèvera de la réglementation nationale applicable aux agents. Par conséquent, toute violation de cette réglementation relèvera de la compétence de l'association membre concernée.

En revanche, en présence d'un élément international (notamment 'lorsqu'un accord de représentation a une dimension internationale et/ou lorsque l'activité est 'liée à un transfert international ou à une transaction internationale), le règlement s'applique et la FIFA est compétente pour le faire appliquer.

Voici un tableau présentant les différentes compétences pour l'application du règlement :

Activité liée à	Compétence
Accord de représentation de dimension internationale Transfert international ou départ d'un entraîneur à l'étranger Exigences en matière d'émission de licence (critères d'éligibilité, programme de formation professionnelle continue de la FIFA, frais de licence annuels)	FIFA
Accord de représentation sans dimension internationale Transfert national Premier contrat professionnel (sans lien avec un transfert international) Renégociation d'un contrat de travail dans un contexte purement national	Association membre

11. Quand le règlement entre-t-il en vigueur ?

Le règlement entre en vigueur comme suit :

i. Le 9 janvier 2023: articles 1 à 10 et articles. 22 à 27, concernant de manière générale le processus d'obtention d'une licence.

ii. Au 1er octobre 2023 : les autres articles, concernant de manière générale l'exercice de la fonction d'agent ainsi que les obligations des agents et des clients.

Cela signifie que les dispositions relatives à la façon de devenir agent, c'est-à-dire la procédure d'émission de licence, entrent en vigueur le 9 janvier 2023, tandis que les dispositions relatives à l'activité des agents entrent uniquement en vigueur au 1er octobre 2023. Cela doit permettre aux personnes intéressées de disposer de suffisamment de temps pour obtenir une licence d'agent conformément aux dispositions du règlement.

À compter du 1er octobre 2023, toute personne fournissant des services d'agent à un client doit disposer d'une licence délivrée par la FIFA conformément au règlement. Cela signifie que, à compter de cette date, les intermédiaires au sens du Règlement de la FIFA sur la collaboration avec les intermédiaires ne peuvent plus fournir de services d'agent à des clients.

12. Comment les associations membres introduiront-elles leur propre règlement national sur les agents ?

Chaque association membre doit mettre en œuvre un règlement national sur les agents et veiller à son application d'ici au 30 septembre 2023. Ce règlement doit régir la fonction d'agent au niveau national et s'appliquer à tous les accords de représentation qui ne sont pas de dimension internationale (cf. articles 2 et 3 du règlement).

La FIFA publiera sur www.fifa.com/legal les modèles pertinents de règlement national sur les agents, que les associations membres peuvent utiliser et qui doivent leur permettre de répondre à leurs questions à ce sujet. La plupart des associations membres ont déjà nommé un interlocuteur pour le département Agents de la FIFA afin de gérer les questions réglementaires et d'émission de licence liées au règlement.

Après l'adoption d'un cadre juridique national pour la fonction d'agent, devant intervenir d'ici au 30 septembre 2023, les associations membres doivent envoyer à la FIFA un exemplaire de leur règlement national, rédigé dans l'une des langues officielles de la FIFA. Tout amendement ou changement au règlement national sur les agents doit être signalé à la FIFA sous 30 jours après son approbation. Sur demande, les associations membres doivent envoyer à la FIFA un exemplaire de leur règlement national sur les agents pour examen.

13. Qu'advient-il des accords de représentation existants ?

Les accords de représentation existants lors de l'approbation du règlement demeurent valides jusqu'à leur date d'expiration, mais ne peuvent être prolongés.

À compter du 1er octobre 2023, tout nouvel accord de représentation ou tout renouvellement d'un accord de représentation existant conclu après l'approbation du règlement doit être conforme audit règlement. En d'autres termes, les clauses contractuelles devront, si cela s'avère nécessaire, être amendées d'ici au 1er octobre 2023 afin de les mettre en conformité avec le règlement et d'éviter de possibles sanctions. Afin de lever toute ambiguïté, la FIFA ne donnera pas force exécutoire à une quelconque réclamation relative à une commission dépassant le plafonnement de l'indemnité de service (ni ne fera appliquer de quelconque décision faisant droit à une telle réclamation) si ladite réclamation est déposée après le 1er octobre 2023, et ce même si elle se base sur un contrat conclu entre l'approbation du règlement et le 30 septembre 2023 (inclus).

Dans tous les cas, une personne ayant conclu un tel accord de représentation existant est tenue d’obtenir une licence en accord avec les dispositions du règlement afin de pouvoir continuer à fournir des services d’agents à compter du 1er octobre 2023 (cf. article 22, alinéa 3 du règlement). Dans le cas contraire, elle ne pourra continuer à proposer des services d’agent.

14. Qu’est-ce que le groupe de travail sur les agents ?

La FIFA est chargée de créer un groupe de travail sur les agents, composé de représentants des parties prenantes du football professionnel et des organisations d’agents. Il constituera un organe consultatif permanent pour toutes les questions liées aux agents.

Annexe 2

Informations relatives à l'application du Règlement sur les agents de la FIFA

Délais, examens, licence, formation continue et agents émérites

Janvier 2023

1. Introduction

À la suite de l'approbation du Règlement sur les agents de la FIFA (ci-après : le « règlement »), la présente annexe vise à préciser les modalités de son application. Veuillez consulter ledit règlement pour la définition des termes repris ci-après.

2. Calendrier

Dans le sillage de l'approbation du règlement, le calendrier ci-après s'applique immédiatement :

Élément	**Date**
Entrée en vigueur partielle du règlement (articles 1 à 10 et articles 22 à 27)	9 janvier 2023
Mise en ligne de la Plateforme des agents de la FIFA	9 janvier 2023
Ouverture de la fenêtre d'inscription au premier examen de la FIFA pour les agents	9 janvier 2023
Date limite d'inscription au premier examen de la FIFA pour les agents	15 mars 2023
Premier examen de la FIFA pour les agents	19 avril 2023
Ouverture de la fenêtre d'inscription au deuxième examen de la FIFA pour les agents	1er mai 2023
Date limite d'inscription au deuxième examen de la FIFA pour les agents	31 juillet 2023
Deuxième examen de la FIFA pour les agents	20 septembre 2023
Date limite de dépôt des demandes de licence d'agent de la FIFA pour les agents émérites	30 septembre 2023
Date limite d'adoption d'un règlement national sur les agents pour les associations membres	30 septembre 2023
Date limite impartie aux intermédiaires au sens du Règlement de la FIFA sur la collaboration avec les intermédiaires pour fournir des services d'agents sans licence d'agent de la FIFA	30 septembre 2023
Entrée en vigueur intégrale du règlement	1er octobre 2023
Entrée en vigueur de l'obligation d'avoir recours à des agents disposant d'une licence de la FIFA	1er octobre 2023
Fenêtre d'inscription au troisième examen de la FIFA pour les agents	1er janvier 2024 au 31mars 2024
Troisième examen de la FIFA pour les agents	Mai 2024 (à confirmer)
Fenêtre d'inscription au quatrième examen de la FIFA pour les agents	1er juillet 2024 au 30 septembre 2024

Quatrième examen de la FIFA pour les agents	Novembre 2024 (à confirmer)
Paiements aux agents via la Chambre de compensation de la FIFA	À confirmer
Examens de la FIFA pour les agents en 2024 et au-delà	À confirmer

3. Comment obtenir une licence d'agent ?

Pour obtenir une licence autorisant l'exercice de la fonction d'agent, une personne physique (ci-après : le « candidat ») doit :

- déposer une demande complète via la Plateforme des agents de la FIFA (ci-après : la « plateforme »), accessible sur agents.fifa.com;
- satisfaire aux critères d'éligibilité (cf. article 5 du règlement) ;
- réussir l'examen de la FIFA pour les agents (cf. article 6 du règlement) :
- s'acquitter des frais de licence annuels à la FIFA (cf. article 7 du règlement).

Tout manquement d'un candidat à satisfaire aux critères d'éligibilité entraîne :

- une interdiction de participer à l'examen de la FIFA pour les agents ;

- le rejet de la demande de licence.

Le secrétariat général de la FIFA est chargé de vérifier le respect des critères d'éligibilité. À cet égard, un candidat recevant une demande d'information de la part du secrétariat général de la FIFA est tenu de coopérer pleinement. Il doit satisfaire, dans un délai raisonnable, aux demandes de documents, informations ou autres éléments de toute nature en sa possession. Il doit également, sur demande, se procurer et fournir les documents, informations ou autres éléments de toute nature dont il n'est pas en possession mais qu'il est en capacité d'obtenir. Tout refus de se conformer aux demandes de l'administration de la FIFA pourra entraîner des sanctions de la part de la Commission de Discipline de la FIFA. Si le secrétariat général de la FIFA en fait la demande, un document (ou extrait) doit être fourni en anglais, espagnol ou français.

De plus, chaque association membre doit aider la FIFA à enquêter sur tout cas de non-conformité potentielle aux critères d'éligibilité établis par l'article 5 du règlement en fournissant toutes les informations dont elle dispose ou demandées par la FIFA.

- En cas de non-respect des critères d'éligibilité, une notification est envoyée par le secrétariat général de la FIFA. En l'absence de notification, le candidat peut passer l'examen.

- Cette notification tient lieu de décision finale du secrétariat général de la FIFA au regard de l'article 57, alinéa. 1 des Statuts de la FIFA.

4. Quand est-il possible de déposer une demande de licence pour exercer la fonction d'agent ?

À compter du 9 janvier 2023, une personne physique peut demander une licence pour exercer la fonction d'agent via la plateforme. Toutefois, l'examen de la FIFA pour les agents sera organisé périodiquement et les inscriptions ne seront possibles que durant des fenêtres bien précises.

En 2023, deux sessions d'examen seront organisées. Les fenêtres d'inscription sont les suivantes :

- du **9 janvier 2023** au **15 mars 2023** pour le premier examen du **19 avril 2023**
- du **1er mai 2023** au **31 juillet 2023** pour le deuxième examen du **20 septembre 2023**

À titre d'exemple, si une personne physique demande une licence le 15 mars 2023 au plus tard, elle pourra passer le premier examen de la FIFA pour les agents le 19 avril 2023.

Entre 2024 et 2025, la FIFA organisera deux sessions d'examen par an, en mai et novembre. Les fenêtres d'inscription sont les suivantes :

- **31 mars** 2024/2025 pour un examen en mai 2024/2025 ;
- **30 septembre** 2024/2025 pour un examen en novembre 2024/2025 ;

À compter de 2026, la FIFA organisera une seule session d'examen par an, en mai. Chaque année, la fenêtre d'inscription se fermera le 31 mars.

Les dates exactes des examens seront publiées sur FIFA.com et sur la plateforme. L'examen sera organisé sur une seule journée.

5. Qu'est-ce que l'examen de la FIFA pour les agents ?

L'examen vise à tester la connaissance de la réglementation de la FIFA relative au système des transferts et des études de cas pertinentes. La réglementation recouvre :

(i) Règlement sur les agents de la FIFA ;

(ii) Règlement du Statut et du Transfert des Joueurs de la FIFA ;

(iii) Statuts de la FIFA ;

(iv) Code d'éthique de la FIFA ;

(v) Code disciplinaire de la FIFA ;

(vi) FIFA Guardians : Guide sur la prévention en faveur des enfants.

Veuillez noter que des règlements supplémentaires de la FIFA peuvent être inclus dans l'examen par le secrétariat général de la FIFA. Veuillez toujours vous assurer de vérifier la version la plus récente du matériel pédagogique disponible sur la plateforme.

Aucune exigence spécifique en matière de formation ne conditionne le passage de l'examen et aucune dérogation ne peut être accordée sur la base de la profession du candidat (avocat, comptable, ancien joueur ou entraîneur, etc.). Les seules dérogations sont accordées :

(i) aux personnes ayant obtenu une licence d'agent conformément aux dispositions des éditions 1991, 1995, 2001 ou 2008 du Règlement des Agents de Joueurs de la FIFA, tel que détaillé ci-après ;

(ii) aux personnes disposant d'une licence en vertu d'un système d'émission établi en accord avec la législation nationale du territoire d'une association membre, sous réserve que la dérogation ait été approuvée par la FIFA sur demande de l'association membre concernée via la plateforme.

L'examen est organisé en ligne en anglais, espagnol ou français et tous les candidats sont soumis aux questions d'une même base de données, indépendamment du lieu où ils passent l'examen. Chaque candidat se voit proposer une série unique de questions générées automatiquement à partir de cette base de données.

Les conditions suivantes s'appliquent à tous les examens (cf. article 6 du règlement) :

- L'examen est passé sous la surveillance d'une association membre.
- L'examen a lieu sur un site approuvé par l'association membre concernée.
- Chaque candidat doit utiliser son dispositif informatique personnel (par exemple ordinateur portable) et sa propre borne Wi-Fi (téléphones portables interdits), conformément aux Règles de l'examen pour les agents, disponibles sur la plateforme.
- L'examen est composé de 20 questions à choix multiples (une ou plusieurs bonnes réponses possibles), chaque bonne réponse correspondant à 5% de la note finale.
- Chaque candidat doit passer l'examen de manière individuelle. Un candidat est autorisé à consulter le contenu de la plateforme ou ses propres ouvrages (examen à livres ouverts) mais ne peut en aucun cas consulter une autre personne lorsqu'il passe l'examen.
- Le candidat dispose de 60 minutes pour répondre aux questions et doit obtenir 75% de bonnes réponses.

Un candidat échoue à l'examen si :

- il obtient 74% de bonnes réponses au maximum ;
- il ne se présente pas à l'examen ;
- l'association membre surveillant l'examen constate qu'il a agi de façon malhonnête lors dudit examen ;
- il ne peut pas prouver son identité auprès de l'association membre concernée ;
- il ne paie pas les frais applicables à l'association membre concernée (le cas échéant) ;
- il n'apporte pas son propre dispositif informatique et/ou sa propre borne Wi-Fi.

Si un candidat échoue à un examen, il peut le repasser à la date disponible suivante. Si un candidat est déclaré avoir agi de façon malhonnête lors de l'examen ou a obtenu 74% de bonnes réponses au maximum, il peut demander à recevoir par écrit une explication de son échec ou solliciter une nouvelle correction de son examen sous cinq jours à compter de la notification y afférente.

La FIFA se réserve le droit de mettre en place un système de surveillance afin d'apporter davantage de crédibilité à la note de chaque candidat.

Pour de plus amples informations concernant l'examen, les candidats sont invités à lire les règles publiées sur la plateforme. Une démonstration du mode d'examen sera également proposée sur la plateforme.

6. Quel est le rôle des associations membres dans l'examen ?

L'examen est organisé en ligne dans les locaux des associations membres (ou dans des locaux approuvés par les associations membres concernées, si cela est rendu nécessaire pour des raisons logistiques). Ces dernières doivent se conformer aux exigences minimales et aux standards définis par la FIFA pour le passage des examens.

La FIFA fournit la formation nécessaire au personnel concerné mais l'organisation logistique et administrative au niveau local est du ressort des associations membres. Celles-ci doivent notamment :

- mettre des locaux appropriés à disposition des candidats, dans le respect des mesures sanitaires applicables ;

- mettre à jour sur la plateforme les informations logistiques pertinentes pour l'examen ;
- vérifier l'identité de chaque candidat au regard de la documentation envoyée pour son inscription ;
- surveiller les locaux de l'examen pour que ce dernier se tienne dans des conditions justes, honnêtes et transparentes ;
- signaler à la FIFA, via la plateforme, tout problème avéré ou éventuel concernant les candidats et l'examen ;
- (optionnel) fournir aux candidats une connexion Internet sans fil stable, rendant caduque l'obligation pour les candidats d'apporter leur propre borne Wi-Fi – et communiquer cette information sur la plateforme.

Veuillez noter que les candidats peuvent choisir librement le pays dans lequel ils souhaitent passer l'examen.

7. Combien coûte une licence d'agent de la FIFA et que couvrent ces frais ?

Les frais de licence annuels dus à la FIFA s'élèvent à USD 600, payables jusqu'au 30 septembre de chaque année, comme précisé sur la plateforme. Le paiement s'effectue par voie électronique via la plateforme.

Le paiement annuel couvre les frais de licence et permet l'accès gratuit à la plateforme, l'organisation du programme de formation professionnelle continue de la FIFA, ainsi que la mise en place des procédures de résolution des litiges auprès de la chambre des agents du Tribunal du Football.

Les associations membres ne peuvent imposer de frais d'inscription à un agent, sauf disposition contraire dans le droit national.

8. Quels droits l'obtention d'une licence d'agent de la FIFA confère-t-elle ?

La licence émise par la FIFA permet aux agents de proposer leurs services dans le monde entier.

Personnelle et incessible, elle est émise pour une durée indéterminée, sous réserve du respect des exigences en matière d'émission de licence (voir question suivante).

9. Que doit faire un agent pour conserver sa licence ?

Conformément à l'article 17 du règlement, les agents doivent :

- remplir en permanence les critères d'éligibilité (cf. article 5 du règlement) ;
- s'acquitter des frais de licence annuels auprès de la FIFA avant la date limite indiquée sur la plateforme (cf. article 7 du règlement) ;
- satisfaire aux exigences en matière de formation professionnelle continue (cf. article 9 du règlement) ;
- satisfaire aux exigences en matière de divulgation et de rapport (cf. article 16, alinéas 2 et 4 du règlement).

Tout manquement à ces exigences entraîne la suspension automatique de la licence à titre provisoire.

10. Qu'est-ce que le programme de formation professionnelle continue de la FIFA ?

La FIFA a conçu un programme de formation professionnelle continue afin de garantir la qualité des services fournis par les agents à leurs clients dans le monde entier. Ce programme résolument pratique vise à offrir aux agents une connaissance exhaustive des principaux aspects réglementaires et institutionnels relatifs à la fonction d'agent dans le football, ainsi que l'expertise professionnelle nécessaire pour exercer leurs activités sur le marché des transferts.

Composé de plusieurs parcours et modules axés sur différents sujets, le programme est accessible au format numérique via la plateforme sur un outil d'apprentissage en ligne. Il est compris dans les frais de licence.

En vertu de l'article 9 du règlement, tout agent doit suivre une formation professionnelle continue sur une base annuelle afin de conserver sa licence. À cet égard, veuillez prendre note des points suivants :

- Un agent doit obtenir un minimum de 20 crédits par année (ci-après : les « exigences en matière de formation professionnelle continue »).
- Aux fins du programme de formation professionnelle continue, une « année » court du 1er octobre au 30 septembre.
- Les agents doivent satisfaire aux exigences en matière de formation professionnelle continue jusqu'au 30 septembre de chaque année.

- Chaque module offre un certain nombre de crédits en fonction de sa complexité, sa durée et son importance.
- Les crédits sont alloués à un agent à condition qu'il achève le module et réussisse une évaluation finale (avec 80% de bonnes réponses au minimum).
- L'allocation et la réallocation des crédits sont effectuées par la FIFA tous les ans au mois d'octobre.
- Les crédits ne peuvent être reportés d'une année sur l'autre.
- Un agent peut suivre les parcours et modules plusieurs fois, même s'il a déjà satisfait aux exigences en matière de formation professionnelle continue pour une année donnée.
- Le nombre de crédits requis est réduit de 25% tous les dix ans à compter de la première année. Cela signifie, par exemple, que la onzième année, un agent doit obtenir 15 crédits au lieu de 20.
- Si un agent ne satisfait pas aux exigences en matière de formation professionnelle, sa licence est automatiquement suspendue à titre provisoire.
- Si un agent ne se conforme pas aux exigences en matière de formation professionnelle sous 60 jours à compter de la suspension provisoire de sa licence, celle-ci est automatiquement annulée.

11. Quelles sont les exigences pour représenter un mineur ?

Une approche (et/ou toute conclusion ultérieure d'un accord de représentation) auprès d'un mineur ou de son tuteur légal en lien avec des services d'agent n'est autorisée que dans les six mois précédant la date à laquelle ledit mineur atteint l'âge auquel il est en droit de signer son premier contrat professionnel en vertu du droit applicable dans le pays ou sur le territoire de l'association membre où il sera employé (cf. article 13, alinéa 1 du règlement). Une approche ne peut en outre avoir lieu qu'après obtention du consentement écrit du tuteur légal du mineur.

De plus, pour représenter un mineur ou un club dans une transaction impliquant un mineur, un agent doit avoir suivi sur la plateforme le module obligatoire de formation professionnelle continue portant sur les mineurs (cf. article 13, alinéa 2 du règlement). L'agent doit passer une évaluation à la fin du module afin d'obtenir l'accréditation correspondante. Il doit par

ailleurs satisfaire à toute exigence prévue par la législation applicable pour représenter un mineur dans le pays ou sur le territoire de l'association membre où ce mineur sera employé.

Après avoir suivi le module susmentionné et réussi l'évaluation finale, un agent peut fournir des services d'agent dans une transaction impliquant un mineur pendant une durée de trois ans. Pour renouveler l'accréditation, l'agent doit suivre de nouveau le module en question.

Enfin, un accord de représentation valable doit être signé par le mineur et son tuteur légal, tel que prévu par le droit applicable dans le pays ou sur le territoire de l'association membre où ce mineur sera employé.

12. Quel est le statut des agents ayant obtenu une licence de la FIFA ou d'une association membre par le passé ? Quels sont les critères de reconnaissance des systèmes nationaux d'émission de licence ?

Tel qu'énoncé à l'article 23 du règlement, un individu ayant obtenu une licence d'agent conformément aux dispositions des éditions 1991, 1995, 2001 ou 2008 du Règlement des Agents de Joueurs de la FIFA peut être exempté de l'examen de la FIFA pour les agents à condition de satisfaire aux exigences en la matière prévue par le règlement, notamment en déposant une demande de licence avant le 30 septembre 2023 inclus (ci-après : un « agent émérite »).

Si un agent émérite ne satisfait pas aux critères d'éligibilité, sa demande de licence est rejetée.

Le secrétariat général de la FIFA est chargé de vérifier le respect des critères d'éligibilité. Un agent émérite potentiel recevant une demande d'information de la part du secrétariat général de la FIFA est tenu de coopérer pleinement. Il doit satisfaire, dans un délai raisonnable, aux demandes de documents, informations ou autres éléments de toute nature en sa possession. Il doit également, sur demande, se procurer et fournir les documents, informations ou autres éléments de toute nature dont il n'est pas en possession mais qu'il est en capacité d'obtenir. Tout refus de se conformer aux demandes de l'administration de la FIFA pourra entraîner des sanctions de la part de la Commission de Discipline de la FIFA. Si le secrétariat général de la FIFA en fait la demande, un document (ou extrait) doit être fourni en anglais, espagnol ou français.

Chaque association membre doit aider la FIFA à enquêter sur tout cas de non-conformité potentielle aux critères établis par l'article 23 du règlement en fournissant toutes les informations dont elle dispose ou demandées par la FIFA.

Toute notification faisant état du non-respect des critères requis doit être considérée comme une décision finale du secrétariat général de la FIFA au regard de l'article 57, alinéa 1 des Statuts de la FIFA.

Si un agent émérite remplit les critères pertinents, une nouvelle licence peut lui être délivrée, conformément à l'article 8 du règlement. Il doit néanmoins veiller à satisfaire aux exigences établies dans le règlement en matière d'émission de licence (cf. article 17 du règlement). La seule exception concerne le nombre de crédits à obtenir tous les ans (40) au titre de la formation professionnelle continue pendant cinq ans (ci-après : les « exigences en matière de formation professionnelle continue pour agents émérites ») à partir d'octobre. Après cinq ans, les agents émérites sont soumis aux mêmes exigences que les autres agents. Toutes les autres conditions mentionnées ci-avant en matière de formation professionnelle continue s'appliquent.

En outre, un système d'émission de licences pour les agents sportifs établi en accord avec la législation nationale et permettant à une personne de fournir des services équivalents ou similaires à des services d'agent dans un pays ou sur un territoire donné peut être reconnu par la FIFA, sous réserve du respect des conditions énoncées à l'article 24 du règlement. Le cas échéant, une personne titulaire d'une licence lui permettant de fournir des services équivalents à des services d'agent dans ce pays ou sur ce territoire peut être exemptée de l'examen et obtenir une licence de la FIFA sous réserve qu'elle satisfasse aux exigences prévues par le règlement en la matière (ci-après : un « agent national »). Elle doit ensuite respecter pendant cinq ans les mêmes exigences en matière de formation professionnelle continue que les agents émérites à compter du mois d'octobre de l'année en question. Après cinq ans, les agents nationaux sont soumis aux mêmes exigences que les autres agents. Toutes les autres conditions mentionnées ci-avant en matière de formation professionnelle continue s'appliquent.

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1867

Zurich, le 7 décembre 2023

Non-respect des accords de conciliation – compétence de la Commission de Discipline de la FIFA

Madame, Monsieur,

Le 16 décembre 2022, le Conseil de la FIFA a approuvé l'édition 2023 du Code disciplinaire de la FIFA (cf. circulaire n°1833).

À ce sujet et dans le cadre de l'engagement de la FIFA en faveur de la justice (financière), un certain nombre de modifications importantes ont été apportées à l'article 21 du Code disciplinaire de la FIFA (article 15 dans l'édition 2019).

L'un de ces amendements concerne l'introduction de l'article 21, alinéa 9, qui donne à la Commission de Discipline de la FIFA le pouvoir de faire appliquer des accords de conciliation privés conclus dans le cadre de procédures disciplinaires engagées à l'encontre d'un débiteur concernant une décision finale et contraignante rendue par la FIFA ou le Tribunal Arbitral du Sport (TAS)[1].

À la lumière du nombre d'accords de conciliation en lien avec des décisions financières et de demandes reçues par l'administration de la FIFA, la présente circulaire a pour but de préciser le champ et/ou l'application de cette disposition.

a. Accords de conciliation conclus dans le cadre de procédures disciplinaires engagées à l'encontre d'un débiteur

Avant l'entrée en vigueur de l'édition 2023 du Code disciplinaire de la FIFA, la conclusion d'un accord de conciliation mettait fin à la procédure disciplinaire y afférent (ou empêchait son

[1] Article 21, alinéa 9 du Code disciplinaire de la FIFA : « La Commission de Discipline est compétente pour trancher les cas liés au non-respect d'un accord de conciliation conclu dans le cadre d'une procédure disciplinaire ouverte à l'encontre d'un débiteur et liée à une décision finale et contraignante prononcée par un organe, une commission, une filiale ou une instance de la FIFA ou par le TAS. »

instruction). Conformément à la circulaire n°1628, le non-respect des termes d'un tel accord devait être tranché par le Tribunal du Football ou l'organe compétent choisi par les parties.

À ce titre et afin d'éviter aux parties le lancement d'une nouvelle procédure devant le Tribunal du Football ou l'organe compétent pour faire appliquer un accord de conciliation, le Code disciplinaire de la FIFA octroie désormais à la Commission de Discipline la compétence nécessaire pour faire appliquer de tels accords, sous réserve que ceux-ci aient été conclus en lien direct avec une décision finale et contraignante prononcée par la FIFA ou le TAS.

Plus précisément, si, à la suite de l'ouverture d'une procédure disciplinaire en lien (non-respect) avec une décision financière prononcée par la FIFA (le Tribunal du Football) ou le TAS, les parties décident de conclure un accord de conciliation privé, la Commission de Discipline est désormais compétente pour le faire appliquer, conformément à l'article 21, alinéa 9 du Code disciplinaire de la FIFA, et ceci sans qu'il soit nécessaire de déposer un nouveau recours auprès du Tribunal du Football (ou l'organe compétent choisi par les parties).

Afin de lever toute ambiguïté, cette procédure s'applique uniquement aux accords conclus depuis l'entrée en vigueur de l'édition 2023 du Code disciplinaire de la FIFA, c'est-à-dire à compter du 1er février 2023.

b. Accords de conciliation conclus après une décision financière prononcée par un organe, une commission, une filiale ou une instance de la FIFA ou par le TAS

Selon sa formulation, le champ de l'article 21, alinéa 9 du Code disciplinaire de la FIFA devrait, en principe, se limiter aux accords conclus « dans le cadre d'une procédure disciplinaire ouverte à l'encontre d'un débiteur et liée à une décision finale et contraignante prononcée par un organe, une commission ou une instance de la FIFA ou par le TAS ».

Nonobstant ce qui précède et en prenant en compte l'intention derrière l'ajout d'une telle disposition, comme expliqué ci-dessus, on peut considérer que la compétence attribuée à la Commission de Discipline en vertu de l'article 21, alinéa 9 du Code disciplinaire de la FIFA couvre également les accords conclus après toute décision rendue par un organe, une commission, une filiale ou une instance de la FIFA ou par le TAS.

En d'autres termes, si les parties concernées ont conclu un accord de conciliation privé à la suite de la notification de la décision rendue par la FIFA ou le TAS, la Commission de Discipline est compétente pour faire appliquer l'accord en question, conformément à l'article 21, alinéa 9 du Code disciplinaire de la FIFA, sans qu'il soit nécessaire de déposer un nouveau recours devant le Tribunal du Football (ou l'organe compétent choisi par les parties).

Toutefois, ces dispositions s'appliquent uniquement aux accords conclus depuis l'entrée en vigueur de l'édition 2023 du Code disciplinaire de la FIFA, c'est-à-dire à compter du 1er février 2023.

c. Autres accords de conciliation

Enfin, et toujours afin de lever toute ambiguïté, tout accord de conciliation conclu en dehors des cadres mentionnés ci-dessus, c'est-à-dire tout accord ne relevant pas des conditions établies ci-dessus, reste soumis aux dispositions de la circulaire n°1628 de la FIFA.

En conséquence, toute plainte concernant une infraction liée à un accord de ce type doit toujours être déposée auprès du Tribunal du Football ou des organes mutuellement déclarés compétents par les parties au niveau national ou international.

Pour toute question, n'hésitez pas à contacter Julien Deux, chef du département Organes juridictionnels (jugement), à l'adresse legal@fifa.org.

Vous remerciant de prendre acte de ces informations et de les transmettre à vos clubs affiliés, nous vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général par intérim

Copie à :
- Conseil de la FIFA
- Confédérations
- Organes juridictionnels de la FIFA
- Tribunal du Football de la FIFA
- ECA
- FIFPRO
- World Leagues Forum

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1873

Zurich, le 30 décembre 2023

Point sur le Règlement sur les agents de la FIFA

Madame, Monsieur,

Le 16 décembre 2022, le Conseil de la FIFA a approuvé le Règlement sur les agents de la FIFA (ci-après : le « règlement ») qui fournit un instrument juridique équilibré et rationnel permettant de préserver l'intégrité du football ainsi que de veiller au bon fonctionnement du système des transferts.

Par la suite, la FIFA a été confrontée à une stratégie coordonnée de la part d'agents et d'organisation d'agents, qui ont intenté des actions en justice dans toute l'Europe pour contester sa légalité et retarder son entrée en vigueur.

À ce jour, la FIFA a eu gain de cause dans la grande majorité de ces litiges. En particulier, le Tribunal Arbitral du Sport (TAS), la plus haute juridiction reconnue par les Statuts de la FIFA en ce qui concerne les litiges liés au sport, a pleinement confirmé la légalité et la proportionnalité du règlement. Par ailleurs, les tribunaux et/ou autorités de concurrence de plusieurs pays ont rejeté plusieurs demandes soumises par des agents en vue de faire annuler le règlement, de le déclarer invalide ou d'en retarder l'entrée en vigueur. De plus, une procédure concernant la validité del règlement, dans laquelle différentes institutions ont soutenu le règlement, est en cours devant la Cour de justice de l'Union européenne.

Tribunal de district de Dortmund (Landgericht Dortmund) – procédure 8 O 1/23

Le 24 mai 2023, une injonction préliminaire (ci-après : l'« injonction ») contre certains aspects des règles del règlement a été accordée par le tribunal de district de Dortmund (Allemagne), dans le cadre de la procédure LG Dortmund, 8 O 1/23 (Kart).

L'injonction demande à la FIFA de suspendre l'application et l'exécution des certains dispositions du règlement :

- Le plafonnement de l'indemnité de service (article 15, alinéas 1-4)
- Les règles concernant le paiement de l'indemnité de service (article 14, alinéas 6, 8 et 11)

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- La règle du paiement par le client (article 14, alinéas 2 et 10)
- Les règles concernant le moment du paiement de l'indemnité de service (article 14, alinéas 7 et 12)
- L'interdiction de la double représentation (article 12, alinéas 8-10)
- Les obligations de rapport (article 16, alinéas 2h, 2j, 2k et 4)
- Les règles concernant la divulgation et la publication (article 19)
- Les règles de conformité et de compétence (article 4, alinéa 2 ; article 16, alinéa 2b ; article 3, alinéa 2c et 2d ; article 20 et article 21)
- La règle stipulant que les paiements doivent être effectués via la Chambre de compensation de la FIFA (article 14, alinéa 13)

Cette injonction est incompatible avec les décisions judiciaires rendues précédemment dans d'autres pays européens, avec la décision du TAS, et même avec des décisions rendues auparavant en Allemagne (y compris celles des tribunaux d'appel). En conséquence, la FIFA a entamé une procédure de recours contre cette injonction, dont la décision correspondante devrait être rendue au cours du premier semestre 2024.

Afin de pouvoir se conformer à l'injonction, la FIFA suspendra l'application du règlement pour tout transfert ayant un lien avec l'Union européenne. En effet, la mise en œuvre de l'injonction uniquement pour les transferts liés à l'Union européenne créerait des inégalités au niveau des standards juridiques inhérents au système des transferts internationaux (en particulier, entre l'Europe et le reste du monde). La FIFA, en tant qu'instance dirigeante du football mondial et un régulateur prudent et responsable, se doit d'empêcher de telles incertitudes et inégalités pour préserver l'équilibre concurrentiel à l'échelle internationale.

Compte tenu de ce qui précède, le 30 décembre 2023, le Bureau du Conseil de la FIFA a approuvé **la suspension temporaire à l'échelle mondiale des règles del règlement affectées par la décision du tribunal allemand susmentionnée, jusqu'à ce que la Cour de justice de l'Union européenne rende sa décision finale dans les procédures en cours concernant le Règlement sur les agents de la FIFA**

En conséquence, nous recommandons à toutes les associations membres de suspendre également à titre temporaire les dispositions équivalentes de leur réglementation nationale relative aux agents, à moins qu'elles ne soient contraires aux dispositions obligatoires de la loi applicable sur su territoire.

La FIFA reste convaincue que l'introduction de son Règlement sur les agents est une étape règlementaire nécessaire, importante et proportionnée permettant de protéger le bon fonctionnement du système des transferts internationaux. Toutes les parties prenantes du football, tout comme l'ensemble des instances politiques européennes, ont approuvé l'importance d'un tel cadre réglementaire.

Nous vous remercions de prendre acte du contenu de la présente circulaire et de le transmettre à vos clubs affiliés ainsi qu’à toutes les parties prenantes concernées.

Veuillez agréer, Madame, Monsieur, l’expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général par intérim

Copie à :
- Conseil de la FIFA
- Confédérations
- Groupe de travail sur les agents

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1874

Zurich, le 10 janvier 2024

Règlement sur les agents de la FIFA : point sur les licences et information concernant la chambre des agents du Tribunal de Football de la FIFA

Madame, Monsieur,

Avant toute chose, nous souhaitons vous remercier pour votre contribution à la mise en œuvre du Règlement sur les agents de la FIFA et notamment à l'organisation des deux premières sessions de l'examen de la FIFA pour les agents au cours de l'année écoulée 2023 (ci-après : l' » **examen** »).

Grâce à ces efforts, la transition vers la pleine application dudit règlement a été une réussite : plus de 5 000 licences d'agent ont été octroyées par le monde, plusieurs associations membres se sont dotées d'un règlement national sur les agents et, enfin, les membres de la Chambre des Agents du Tribunal du Football de la FIFA nommés.

La présente circulaire a vocation à faire le point sur les licences, ainsi qu'à vous présenter la chambre des agents.

1. Licences d'agent

Conformément à la deuxième pièce jointe accompagnant la circulaire n°1827, voici quelques informations complémentaires sur les licences d'agent pour l'année 2024.

Nous vous rappelons que seules les personnes ayant reçu une licence d'agent de la FIFA conformément au Règlement sur les agents sont autorisées à fournir des services d'agent selon les termes de ce règlement et de tout règlement national applicable sur les agents.

Toute infraction au Règlement sur les agents, notamment les activités d'individus ou de sociétés ne disposant pas de licence d'agent, peut faire l'objet d'un rapport sur le portail de signalement de la FIFA.

Obtention via l'examen (article 4 du Règlement sur les agents)

Nous avons le plaisir de vous faire savoir que les dates du prochain examen, qui aura lieu en 2024, ont été fixées.

Examen de la FIFA pour les agents	
Période de dépôt des candidatures	du 9 janvier au 31 mars 2024
Date de l'examen	22 mai 2024

Nous vous rappelons que les personnes intéressées doivent adresser leur candidature via la Plateforme des agents de la FIFA (ci-après : la « **plateforme** ») ; ces dernières seront régulièrement examinées par les associations membres via leurs comptes sur la plateforme. Afin de lever toute ambiguïté, les délais indiqués pour le dépôt des candidatures sur la plateforme correspondent à l'heure d'Europe centrale (CET).

À la suite des commentaires des membres du groupe de travail sur les agents et des candidats eux-mêmes, l'administration de la FIFA rappelle que les éventuels frais d'examen perçus par les associations membres ont pour unique objet de couvrir les coûts liés à l'organisation de l'examen. L'administration de la FIFA recommande donc aux associations membres de faire en sorte que ces frais n'excèdent pas USD 600 (ou équivalent).

Aux mois de janvier 2024, la FIFA publiera sur la plateforme ainsi que sur son site Internet les règles pour la session et la liste du matériel pédagogique.

Réduction des frais de renouvellement de licence

Après consultation des membres du groupe de travail sur les agents, à compter du 1er octobre 2024, les frais de licence dus à la FIFA en cas de renouvellement seront plafonnés à USD 300 à chaque occurrence. Les personnes qui obtiennent une licence d'agent pour la première fois doivent s'acquitter de la somme de USD 600 pour la première période ; par la suite, chaque renouvellement annuel ne leur coûtera plus que USD 300.

Par exemple, un candidat reçu à l'examen de mai 2024 devra payer USD 600 (dans un délai de 90 jours) pour le compte de sa première année. Puis, avant le 1er octobre, ce même agent devra verser USD 300 pour chaque année de licence consécutive.

2. Tribunal du Football de la FIFA: chambre des agents

À la suite à la création de la chambre des agents du Tribunal du Football, la FIFA informe que la liste actuelle des juges représentant les différentes parties prenantes, y compris la récente nomination du président et du vice-président, peut être consultée sur legal.fifa.com.

En cas de question à ce sujet, n'hésitez pas à contacter Luís Villas-Boas Pires, responsable des agents, par courriel à l'adresse AgentsDepartment@fifa.org.

Nous vous remercions de prendre acte du contenu de la présente circulaire et de le transmettre à vos clubs affiliés ainsi qu'à toutes les parties prenantes concernées.

Veuillez agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général par intérim

Pièces jointes mentionnées

Copie à :
- Conseil de la FIFA
- Confédérations
- Groupe de travail sur les agents

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1887

Zurich, le 31 mai 2024

Amendements au Règlement du Statut et du Transfert des Joueurs de la FIFA (RSTJ) concernant les dispositions relatives aux joueuses et entraîneures, l'extension de la validité de l'annexe 7 et la procédure de transfert international dans le football

Madame, Monsieur,

Nous avons le plaisir de vous informer de plusieurs amendements apportés au Règlement du Statut et du Transfert des Joueurs de la FIFA (**RSTJ**), approuvés par le Conseil de la FIFA à l'occasion de sa séance du 15 mai 2024. Vous trouverez ci-après une brève description des changements apportés à ce règlement concernant :

(a) les dispositions relatives aux joueuses et entraîneures ;
(b) l'extension de la validité de l'annexe 7 du RSTJ en lien avec la situation exceptionnelle associée à la guerre en Ukraine ;
(c) la procédure de transfert international dans le football– Annexe 3 du RSTJ.

(a) Dispositions relatives aux joueuses et entraîneures

En vertu du mandat conféré par le Conseil de la FIFA le 14 mars 2023 concernant de potentielles nouvelles mesures favorisant le bien-être des joueuses, l'administration de la FIFA a réalisé une évaluation approfondie des conditions de travail actuelles des joueuses professionnelles en matière de grossesse et de maternité, le but étant d'introduire de nouvelles dispositions règlementaires justes.

Les amendements et ajouts aux dispositions relatives aux joueuses et entraîneures concernent la mise en œuvre des mesures relevant des domaines concernés et visent avant tout à garantir la clarté du cadre réglementaire. Par ailleurs, la protection relative à la grossesse et la maternité (le cas échéant) a été étendue aux entraîneures. Ces modifications ont également pour but d'assurer l'application de ces dispositions à l'échelon national.

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Plus précisément, les amendements concernent les définitions des termes « congé maternité », « congé pour adoption », « congé parental », ainsi que l'article 1, alinéa 3 a) ; article 6, alinéa 3 c et d ; article 18, alinéa 7 ; article 18quater, alinéas 1, 2, 3, 4, 5 et 6 ; article 18quinquies (nouveau) ; article 1bis, alinéa 11 de l'annexe 1 (nouveau) ; article 1, alinéa 5 de l'annexe 2, article 1, alinéa 5 de l'annexe 6. Ils visent à :

- refléter la réalité du football féminin et promouvoir l'inclusion en octroyant des droits aux parents qui adoptent, ainsi qu'aux mères non biologiques ;

- reconnaître les aspects physiques, psychologiques et sociaux inhérents à l'incapacité d'honorer ses obligations professionnelles en raison de règles douloureuses ou de complications médicales liées à la grossesse, et octroyer des droits en la matière ;

- encourager les associations membres à mettre en place des mesures permettant aux joueuses d'avoir un équilibre émotionnel ainsi qu'un lien avec leur famille lorsqu'elles évoluent avec leur équipe nationale.

(b) Extension de la validité de l'annexe 7 du Règlement du Statut et du Transfert des Joueurs en lien avec la situation exceptionnelle associée à la guerre en Ukraine

Les 7 et 16 mars 2022, du fait de la guerre en Ukraine, le Bureau du Conseil a décidé d'amender temporairement le RSTJ afin d'apporter au plus vite la clarté et la sûreté juridiques nécessaires sur plusieurs aspects réglementaires d'importance.

Les décisions du Bureau du Conseil ont été communiquées via les circulaires n°1787 et 1788. Elles établissent des principes réglementaires qui s'insèrent temporairement au RSTJ sous la forme d'une annexe 7 intitulée : *Règles temporaires en réponse à la situation exceptionnelle liée à la guerre en Ukraine.*

En conséquence, le 20 juin 2022, le Bureau du Conseil a décidé de prolonger l'application des amendements temporaires de l'annexe 7 au RSTJ jusqu'au 30 juin 2023, avec quelques modifications mineures. Cette décision a été communiquée par voie de circulaire (circulaire n°1800) le 22 juin 2022.

Le 21 mai 2023, le Bureau du Conseil a approuvé des amendements provisoires supplémentaires visant à adapter l'annexe 7 du RSTJ et à en prolonger la validité jusqu'au 30 juin 2024. Cette décision vise à ce que les joueurs, entraîneurs et clubs touchés par la guerre en Ukraine continuent d'être soutenus et à ce qu'un juste équilibre entre les intérêts de toutes

les parties impliquées soit trouvé afin d'éviter les abus. Ces amendements ont été communiqués par voie de circulaire (n°1849).

Le conflit étant encore en cours, il apparaît nécessaire de préciser le champ d'application de l'annexe 7 du RSTJ, notamment son application au-delà du 30 juin 2024.

Les amendements de l'annexe 7 concernés sont les suivants : article 1, alinéa 2a) et 2b) ; article 2, alinéas 1 et 2 ; article 7, alinéa 1. Ils visent à :

- prolonger l'autorisation temporaire donnée aux joueurs et entraîneurs étrangers ayant quitté le territoire russe ou ukrainien en raison du conflit de suspendre unilatéralement jusqu'au 30 juin 2025 leur contrat avec un club affilié à la Fédération Ukrainienne de Football ou la Fédération Russe de Football ;

- conserver les limites au champ d'application de l'annexe 7 du RSTJ introduites en mai 2023 afin de prévenir tout abus et, ainsi, de permettre aux joueurs et entraîneurs d'exercer leur droit de suspendre leur contrat de façon claire et diligente ;

- réintroduire partiellement l'obligation de verser des indemnités de formation.

(c) Procédure de transfert international dans le football – Annexe 3 du RSTJ

L'annexe 3 du RSTJ définit les principes généraux régissant l'utilisation du système de régulation des transferts de la FIFA (TMS), la procédure à suivre concernant le transfert international de joueurs ainsi que les règles à observer. Elle énonce également les obligations des associations membres, des clubs et de leurs utilisateurs en lien avec l'utilisation de TMS.

Le Conseil de la FIFA a approuvé un amendement technique mineur au RSTJ afin de refléter l'obligation des clubs de déclarer également dans TMS des modifications des termes relatifs aux paiements convenues par le passé par des clubs en lien avec le transfert international d'un joueur dans TMS.

L'amendement à l'annexe 3 du RSTJ concerne l'article 12, alinéa 1.

Entrée en vigueur des amendements au Règlement du Statut et du Transfert des Joueurs de la FIFA

L'ensemble des amendements susmentionnés entreront en vigueur au **1er juin 2024**, à l'exception de celui concernant l'annexe 3 du RSTJ, qui entrera en vigueur le 1er juillet 2024.

*****

L'édition révisée du RSTJ, ainsi que les notes explicatives sur les nouvelles dispositions relatives aux joueuses et entraîneures et une note explicative mise à jour sur l'annexe 7 du RSTJ sont disponibles sur legal.fifa.com.

Pour toute question, n'hésitez pas à contacter Jan Kleiner, Directeur de la règlementation du football, à l'adresse legal@fifa.org.

Vous remerciant de prendre acte de ces informations et de les transmettre à vos clubs affiliés,

Nous vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général

Copie à :

- Conseil de la FIFA
- Confédérations
- Association européenne des clubs
- FIFPRO
- World Leagues Association

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1889

Zurich, le 7 juin 2024

Amendements aux Statuts de la FIFA, au Règlement d'application des Statuts et au Règlement du Congrès

Madame, Monsieur,

Le 74e Congrès de la FIFA, qui s'est tenu le 17 mai 2024 à Bangkok, a approuvé les amendements aux Statuts de la FIFA, au Règlement d'application des Statuts et au Règlement du Congrès, conformément aux termes communiqués et soumis aux associations membres via la circulaire n° 1882.

En contribuant à faire en sorte que le cadre réglementaire de la FIFA demeure pertinent et adapté à l'évolution du football, ces amendements s'inscrivent dans le cadre des objectifs stratégiques de la FIFA. Ils visent, plus généralement, à protéger les meilleurs intérêts du football sur le long terme.

Vous trouverez ces amendements dans les versions ci-jointes des Statuts de la FIFA, du Règlement d'application des Statuts et du Règlement du Congrès (éditions de mai 2024).

Entrée en vigueur

La nouvelle version des Statuts de la FIFA entrera en vigueur le 16 juillet 2024 (60 jours après avoir été approuvée par le 74e Congrès de la FIFA). Elle sera disponible sur legal.fifa.com et dans l'édition 2024 du Manuel juridique de la FIFA.

Pour toute question, n'hésitez pas à contacter Héctor Navarro Real, chef du département Gouvernance et Conformité réglementaires, par courriel à l'adresse legal@fifa.org.

Vous remerciant de prendre bonne note de ce qui précède, nous vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

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FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général

P.J. : Statuts de la FIFA, Règlement d'application des Statuts et Règlement du Congrès (éditions de mai 2024)

Copie à :
- Conseil de la FIFA
- Confédérations
- ECA
- FIFPRO
- World Leagues Association

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1891

Zurich, le 3 juillet 2024

Règlement sur les agents de la FIFA : dates d'examen

Madame, Monsieur,

Le 16 décembre 2022, le Conseil de la FIFA a approuvé le Règlement sur les agents de la FIFA ainsi que plusieurs mesures visant à renforcer l'équité et la transparence du système des transferts, notamment l'introduction du système de licence obligatoire. Depuis, la FIFA a émis 7 440 licences à des agents du monde entier, dans la droite ligne de l'engagement et des principes formulés dans le Règlement sur les agents de la FIFA.

Seules les personnes ayant obtenu une licence d'agent de la FIFA sont autorisées à fournir des services d'agent selon les termes dudit règlement et de tout règlement national sur les agents applicable.

Toute infraction au Règlement sur les agents, notamment les activités d'individus ou de sociétés ne disposant pas de licence d'agent, peut faire l'objet d'un rapport sur le portail de signalement de la FIFA.

Au vu de ce qui précède, vous trouverez ci-après des renseignements concernant les sessions d'examen à venir en 2024 et en 2025.

Obtention via l'examen (article 4 du Règlement sur les agents)

À la suite d'une concertation entre les membres du groupe de travail sur les agents en juin 2024, la FIFA a décidé de réduire à 45 jours la fenêtre pendant laquelle des candidatures peuvent être présentées (période de candidature) et de n'organiser qu'une seule session d'examen par an à compter de 2025.

Les modalités des deux prochaines sessions sont les suivantes :

Quatrième examen de la FIFA pour les agents	
Période de dépôt des candidatures	du 19 août 2024 au 4 octobre 2024
Date de l'examen	20 novembre 2024

Cinquième examen de la FIFA pour les agents	
Période de dépôt des candidatures	du 13 janvier 2025 au 28 février 2025
Date de l'examen	21 mai 2025

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Nous vous rappelons que les personnes intéressées doivent adresser leur candidature via la Plateforme des agents de la FIFA. Les associations membres examinent régulièrement toutes les candidatures via leurs comptes utilisateurs.

L'administration de la FIFA rappelle aux associations membres que les frais d'examen perçus auprès des candidats doivent uniquement servir à couvrir les coûts afférents à l'organisation de la session d'examen. L'administration de la FIFA recommande de faire en sorte que ces frais n'excèdent pas USD 600 (ou équivalent).

Aux mois d'août 2024 et de janvier 2025, la FIFA publiera sur la plateforme ainsi que sur son site Internet les règles pour chacune des deux sessions à venir et la liste du matériel pédagogique.

Frais de renouvellement de licence et conformité aux obligations en matière de formation professionnelle continue

Les personnes qui obtiennent une licence d'agent pour la première fois doivent s'acquitter de la somme de USD 600 pour la première période, puis de USD 300 pour chaque renouvellement annuel.

Par exemple, un candidat reçu à l'examen de novembre 2024 devra payer USD 600 (dans un délai de 90 jours) pour la première année. Il devra ensuite s'acquitter de frais annuels de USD 300 afin de renouveler sa licence, valable à compter du 1er octobre de chaque année.

Par ailleurs, il convient de noter qu'à l'issue de la première année suivant l'obtention de leur licence, les agents doivent satisfaire à des obligations en matière de formation professionnelle continue. Ainsi, une personne licenciée en mai 2024 sera soumise à ces exigences à compter du 1er octobre 2024.

En cas de question, n'hésitez pas à contacter Luís Villas-Boas Pires, chef du département Agents de la FIFA, par courriel à l'adresse AgentsDepartment@fifa.org.

Nous vous remercions de prendre acte du contenu de la présente circulaire et de le transmettre à vos clubs affiliés ainsi qu'à toutes les parties prenantes concernées.

Nous vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général

Copie à :
- Conseil de la FIFA
- Confédérations
- Groupe de travail sur les agents

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1892

Zurich, le 3 juillet 2024

Règlement du Statut et du Transfert des Joueurs de la FIFA – catégorisation des clubs et périodes d'enregistrement

Madame, Monsieur,

Nous souhaitons par la présente attirer votre attention sur le Règlement du Statut et du Transfert des Joueurs de la FIFA (**RSTJ**), et en particulier sur les articles relatifs à l'indemnité de formation, la classification des clubs en catégories et les périodes d'enregistrement.

L'utilisation du système de régulation des transferts de la FIFA (**TMS**) est obligatoire pour toutes les associations membres. Les périodes d'enregistrement et la catégorisation des clubs établies par votre association membre doivent être indiquées dans TMS. Vous devez également veiller à ce que les données de vos clubs affiliés (y compris leur catégorisation) soient en permanence tenues à jour dans **votre système d'enregistrement national**.

1. Indemnité de formation : catégorisation des clubs

Chaque association membre doit classer ses clubs affiliés en différentes catégories dans TMS d'ici au **25 juillet 2024**, en fonction des investissements financiers de chaque club dans la formation des joueurs (cf. article 4, alinéa 1 de l'annexe 4 du RSTJ).

Il est également important que chaque association membre veille à l'exactitude des données (anciennes comme actuelles) consignées dans son système d'enregistrement national, notamment les informations relatives à la catégorisation de tous ses clubs affiliés. Dans le cadre des exigences relatives à la Chambre de compensation de la FIFA et à la création de passeports électroniques de joueurs, chaque association membre est tenue d'envoyer, via l'interface Connect de la FIFA, l'historique d'enregistrement des joueurs couvrant toute la durée pendant laquelle ils ont été enregistrés auprès d'elles. Cet historique doit inclure la catégorisation de tout club affilié pour lequel un joueur a évolué.

Les associations membres doivent par conséquent aussi veiller à ce que la catégorie de formation de chacun de leurs clubs affiliés soit correctement saisie dans leur système d'enregistrement national d'ici au **25 juillet 2024**.

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La catégorie indiquée doit être **valable pour toute la durée de la saison concernée.** Les associations membres ne sont pas autorisées à modifier la catégorie d'un club en cours de saison.

Les tableaux ci-joint montrent les catégories auxquelles les associations membres peuvent assigner leurs clubs affiliés, ainsi que les coûts de formation applicables (cf. article 4, alinéa 2 de l'annexe 4 du RSTJ).

Si une association membre n'assigne pas de catégorie à ses clubs affiliés avant l'écoulement du délai indiqué, elle pourra faire l'objet d'une procédure de mise en conformité. Nous vous renvoyons à la procédure de sanction administrative (**PSA**) prévue par l'article 17 de l'annexe 3 du RSTJ.

Veuillez noter que la FIFA se réserve le droit de changer la catégorie d'un club si celle qui lui a été assignée ne correspond pas à une des catégories définies par sa fédération.

2. Dates des saisons et périodes de compétition et d'enregistrement

Compétitions professionnelles

Conformément à l'article 6, alinéas 1 et 2 du RSTJ, chaque association membre doit définir dans TMS, **d'ici au 25 juillet 2024**, deux **périodes d'enregistrement** pour l'année civile suivante (c'est-à-dire du 1er janvier au 31 décembre 2025).

Si la saison d'une association membre s'achève après cette date, ladite association membre doit définir les deux périodes d'enregistrement immédiatement après le dernier jour de la saison en question.

Les associations membres peuvent définir des périodes d'enregistrement différentes pour leurs compétitions masculines et féminines (cf. circulaire n°1601 de la FIFA en date du 31 octobre 2017).

Conformément à l'article 6, alinéa 2 du RSTJ en corrélation avec l'annexe 3 du RSTJ, les données relatives aux dates des saisons et des périodes de compétition et d'enregistrement doivent être communiquées à la FIFA via TMS **au plus tard 12 mois avant leur entrée en vigueur**.

Concernant les dates en question, veuillez prendre note des informations suivantes :

- Une saison est une **période de 12 mois consécutifs** définie par une association membre au cours de laquelle ont lieu ses compétitions officielles.
- Une période de compétition débute le jour du premier match officiel du championnat national ou de la coupe nationale et se termine le jour du dernier match officiel de ces compétitions.
- La première période d'enregistrement peut commencer dès le lendemain de la date de fin de la période de compétition de la saison précédente. Nous rappelons aux

associations membres que la durée de cette première période d'enregistrement doit être de **huit semaines** au minimum et peut être étendue jusqu'à **12 semaines**.

- La deuxième période d'enregistrement doit en principe se situer au milieu de la saison. Nous rappelons aux associations membres que la durée de cette deuxième période d'enregistrement doit être de **quatre semaines** au minimum et peut être étendue jusqu'à **huit semaines**.

- Dans tous les cas, les deux périodes d'enregistrement cumulées ne peuvent pas excéder **16 semaines**.

- Lorsqu'elle définit ses périodes d'enregistrement, une association membre doit porter une attention particulière à leur date de fin ; si cette date est un jour férié ou non ouvrable dans le pays ou sur le territoire de l'association membre, il ne sera pas possible d'étendre la durée de la période d'enregistrement concernée au prochain jour ouvrable si ladite extension se traduit par un dépassement de la durée maximale autorisée.

- Si une association membre ne définit pas de périodes d'enregistrement pour les compétitions disputées par un sexe particulier, celles établies pour les compétitions disputées par l'autre sexe ne s'appliqueront pas automatiquement ; **l'association membre concernée ne pourra pas enregistrer de joueurs ou joueuses si aucune période d'enregistrement n'a été définie.**

Si une association membre ne saisit pas les dates de ses périodes d'enregistrement dans TMS d'ici au 25 juillet 2024, la FIFA se réserve le droit de les définir elle-même (cf. article 6, alinéa 2 du RSTJ). Tout manquement à l'obligation de définir des périodes d'enregistrement peut résulter en une PSA.

Nous rappelons également aux associations membres qu'elles peuvent modifier les dates d'une période d'enregistrement déjà saisies dans TMS jusqu'au début de ladite période. Toute modification doit être notifiée à la FIFA. Lorsqu'une période d'enregistrement a débuté, il n'est plus possible d'en changer les dates.

Chaque association membre est seule responsable de la bonne saisie des dates dans TMS. Les dates indiquées dans TMS seront les seules reconnues par la FIFA, indépendamment de toute autre communication exprimée hors TMS.

Compétitions amateures

Conformément à l'article 6, alinéa 8 du RSTJ, chaque association membre doit définir dans TMS, **d'ici au 25 juillet 2024**, les **périodes d'enregistrement** pour l'année civile suivante (c'est-à-dire du 1er janvier au 31 décembre 2025).

Veuillez prendre note des informations suivantes :

- Les dispositions relatives à la durée maximale des périodes d'enregistrement ne s'appliquent pas aux compétitions exclusivement amateures. Les associations

membres peuvent par conséquent décider de définir une seule période d'enregistrement couvrant la totalité de la saison pour ces compétitions.

- Si une association membre ne définit pas de périodes d'enregistrement pour les compétitions réservées aux amateurs, il ne lui sera pas possible d'enregistrer des joueurs pour les clubs participant à ces compétitions. Les périodes d'enregistrement définies pour les compétitions professionnelles ne s'appliquent pas aux compétitions exclusivement amateures.

Pour toute question relative à la présente circulaire, n'hésitez pas à contacter Laura Corica, cheffe de groupe Formation, Soutien et Communication, par courriel à l'adresse TMShelpdesk@fifa.org.

Vous remerciant par avance de votre précieuse coopération, nous vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général

P.J. : Coûts de formation et catégorisation des clubs pour l'année 2024

Copie à :
- Conseil de la FIFA
- Confédérations
- Tribunal du Football
- Association européenne des clubs
- FIFPRO
- World Leagues Association

Coûts de formation et catégorisation des clubs pour 2024

Les coûts de formation indiqués ci-après sont établis en fonction des confédérations pour chaque catégorie de clubs. Ces coûts de formation sont révisés à la fin de chaque année calendaire, conformément à l'article 4 de l'annexe 4 du Règlement du Statut et du Transfert des Joueurs de la FIFA.

Confédération	Catégorie I	Catégorie II	Catégorie III	Catégorie 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

Vous trouverez ci-après, pour chaque confédération, un tableau présentant les catégories dans lesquelles les associations membres doivent répartir leurs clubs.

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Tableau 2 – CAF

Tableau 3 – Concacaf

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TABLEAU 1 – AFC

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Afghanistan				X
Arabie saoudite			X	X
Australie		X	X	X
Bahreïn				X
Bangladesh				X
Bhoutan				X
Brunei				X
Cambodge				X
Chinese Taipei				X
Émirats arabes unis			X	X
Guam				X
Hong Kong, RP Chine				X
Inde				X
Indonésie				X
Irak			X	X
Japon		X	X	X
Jordanie				X
Koweït			X	X
Laos				X
Liban			X	X
Macao				X
Malaisie			X	X
Maldives				X
Mongolie				X
Myanmar				X
Népal				X

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Oman				X
Ouzbékistan				X
Pakistan				X
Palestine				X
Philippines				X
Qatar			X	X
RDP Corée				X
République de Corée		X	X	X
République kirghize				X
RI Iran		X	X	X
RP Chine			X	X
Singapour			X	X
Sri Lanka				X
Syrie				X
Tadjikistan				X
Thaïlande				X
Timor oriental				X
Turkménistan				X
Vietnam				X
Yémen				X

TABLEAU 2 – CAF

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Afrique du Sud		X	X	X
Algérie		X	X	X
Angola				X
Bénin				X
Botswana				X
Burkina Faso				X
Burundi			X	X
Cameroun		X	X	X
Cap-Vert				X
Comores				X
Congo				X
Côte d’Ivoire		X	X	X
Djibouti				X
Égypte		X	X	X
Érythrée				X
Eswatini				X
Éthiopie				X
Gabon				X
Gambie			X	X
Ghana		X	X	X
Guinée				X
Guinée équatoriale				X
Guinée-Bissau				X
Kenya				X
Lesotho				X
Liberia				X
Libye			X	X
Madagascar				X
Malawi				X

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Mali			X	X
Maroc		X	X	X
Maurice				X
Mauritanie				X
Mozambique				X
Namibie				X
Niger				X
Nigeria		X	X	X
Ouganda				X
RD Congo				X
République centrafricaine				X
Rwanda			X	X
São Tomé-et-Príncipe				X
Sénégal		X	X	X
Seychelles				X
Sierra Leone				X
Somalie				X
Soudan			X	X
Soudan du Sud				X
Tanzanie				X
Tchad				X
Togo			X	X
Tunisie		X	X	X
Zambie				X
Zimbabwe				X

TABLEAU 3 – Concacaf

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Anguilla				X
Antigua-et-Barbuda				X
Aruba				X
Bahamas				X
Barbade				X
Belize				X
Bermudes				X
Canada			X	X
Costa Rica		X	X	X
Cuba				X
Curaçao				X
Dominique				X
États-Unis		X	X	X
Grenade				X
Guatemala		X	X	X
Guyana				X
Haïti				X
Honduras			X	X
Îles Caïmans				X
Îles Vierges américaines				X
Îles Vierges britanniques				X
Jamaïque			X	X
Mexique		X	X	X
Montserrat				X
Nicaragua				X
Panamá				X
Porto Rico				X
République dominicaine				X
Sainte-Lucie				X
Saint-Kitts-et-Nevis				X
Saint-Vincent-et-les-Grenadines				X
Salvador			X	X
Suriname				X
Trinité-et-Tobago			X	X
Turks-et-Caicos				X

TABLEAU 4 – CONMEBOL

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Argentine	X	X	X	X
Bolivie			X	X
Brésil	X	X	X	X
Chili		X	X	X
Colombie			X	X
Équateur			X	X
Paraguay			X	X
Pérou			X	X
Uruguay		X	X	X
Venezuela			X	X

TABLEAU 5 – OFC

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Fidji				X
Îles Cook				X
Îles Salomon				X
Nouvelle-Calédonie				X
Nouvelle-Zélande			X	X
Papouasie-Nouvelle-Guinée				X
Samoa				X
Samoa américaines				X
Tahiti				X
Tonga				X
Vanuatu				X

TABLEAU 6 – UEFA

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Albanie			X	X
Allemagne	X	X	X	X
Andorre				X
Angleterre	X	X	X	X
Arménie			X	X
Autriche		X	X	X
Azerbaïdjan			X	X
Belarus			X	X
Belgique	X	X	X	X
Bosnie-et-Herzégovine			X	X
Bulgarie			X	X
Chypre			X	X
Croatie			X	X
Danemark		X	X	X
Écosse		X	X	X
Espagne	X	X	X	X
Estonie			X	X
Finlande			X	X
France	X	X	X	X
Géorgie			X	X
Gibraltar				X
Grèce		X	X	X
Hongrie		X	X	X
Îles Féroé				X
Irlande du Nord			X	X
Islande			X	X
Israël			X	X
Italie	X	X	X	X
Kazakhstan			X	X
Kosovo			X	X

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Lettonie			X	X
Liechtenstein				X
Lituanie			X	X
Luxembourg			X	X
Macédoine du Nord			X	X
Malte			X	X
Moldavie			X	X
Monténégro				X
Norvège		X	X	X
Pays de Galles			X	X
Pays-Bas	X	X	X	X
Pologne			X	X
Portugal		X	X	X
République d’Irlande		X	X	X
Roumanie			X	X
Russie		X	X	X
Saint-Marin				X
Serbie			X	X
Slovaquie			X	X
Slovénie			X	X
Suède		X	X	X
Suisse		X	X	X
Tchéquie			X	X
Turquie		X	X	X
Ukraine		X	X	X

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1905

Zurich, le 4 novembre 2024

Amendements au Règlement du Statut et du Transfert des Joueurs de la FIFA

Madame, Monsieur,

Nous avons le plaisir de vous informer de plusieurs amendements apportés au Règlement du Statut et du Transfert des Joueurs de la FIFA (**RSTJ**), approuvés par le Conseil de la FIFA à l'occasion de sa séance du 3 octobre 2024. Vous trouverez ci-après une brève description des changements apportés à ce règlement, qui concernent :

a) la Coupe du Monde des Clubs de la FIFA 2025™ ;

b) la codification d'une exception temporaire concernant le calendrier international des matches pour le football masculin 2025-2030 ;

c) une clarification d'ordre technique concernant le retour de congé des joueuses et entraîneures

a) Amendements concernant la Coupe du Monde des Clubs de la FIFA 2025™

À la lumière des circonstances liées à la période d'organisation de la compétition, des exceptions spécifiques à certains principes généraux du RSTJ ont été nécessaires, tout comme la mise en œuvre du règlement de la Coupe du Monde des Clubs de la FIFA 2025™.

Les principales exceptions introduites dans le RSTJ concernent l'enregistrement des joueurs, les périodes d'enregistrement et la mise à disposition des joueurs pour les équipes représentatives.

1. Article 6, alinéa 3 : cette disposition détaille les circonstances permettant à un joueur d'être enregistré en dehors de l'une des deux périodes d'enregistrement annuelles fixées à cette fin par l'association membre concernée. Cet amendement permet au règlement de la Coupe du Monde des Clubs de la FIFA 2025™ de prévoir d'autres exceptions.

2. Article 5, alinéa 4 : cette disposition énonce qu'un joueur ne peut pas être enregistré auprès de plus de trois clubs ni jouer en matches officiels pour plus de deux clubs par saison, sous réserve de certaines exceptions. Cet amendement permet au règlement de la Coupe du Monde des Clubs de la FIFA 2025™ de prévoir des exceptions à ce principe.

3. Article 1 de l'annexe 1 : Cette disposition établit le principe selon lequel les clubs sont tenus de mettre leurs joueurs enregistrés à disposition de leurs équipes représentatives. L'amendement permet au règlement de la Coupe du Monde des Clubs de la FIFA 2025™ de prévoir une exception à ce principe sans établir de précédent et sans l'appliquer à une autre compétition ou circonstance.

b) Codification d'une exception temporaire concernant le calendrier international des matches pour le football masculin 2025-2030

À la suite d'une processus de consultation avec les parties prenantes, un amendement a été approuvé dans le cadre de l'actuel calendrier international des matches pour le football masculin et, en particulier, l'exception temporaire en vertu de laquelle une nouvelle fenêtre de 16 jours avec quatre matches sera introduite fin septembre / début octobre à compter de 2026, remplaçant les deux fenêtres de neuf jours avec deux matches qui étaient auparavant organisées au cours de chacun de ces deux mois.

Bien que cette fenêtre n'apparaisse officiellement qu'en 2026, l'adaptation anticipée de la disposition pertinente du RSTJ offrira aux parties prenantes du football un cadre réglementaire clair et, ainsi, une sûreté juridique appropriée.

Les amendements comprennent également la suppression des exceptions temporaires introduites en mars 2022 en raison de la pandémie de Covid-19, qui ne sont plus d'actualité.

Les amendements concernent les dispositions suivantes : article 1, alinéas 4, 5 et 7 de l'annexe 1.

c) Clarification technique relative aux joueuses et entraîneures

Une clarification technique a été apportée en lien avec les récents amendements aux dispositions concernant les joueuses et entraîneures approuvés par le Conseil de la FIFA le 15 mai 2024.

L'amendement reflète le fait que la règle permettant à une joueuse d'être enregistrée en dehors d'une période d'enregistrement pour remplacer une autre joueuse couvre tous les types de congé (maternité, pour adoption, parental) et non pas uniquement le congé maternité.

L'amendement concerne la disposition suivante : article 6, alinéa 3c.

Entrée en vigueur des amendements

Les amendements relatifs au point a) sont entrés en vigueur immédiatement après leur approbation, tandis que les amendements relatifs aux points b) et c) enteront en vigueur au 1er novembre 2024, comme énoncé à l'article 29. La version révisée du RSTJ (octobre 2024) est également disponible ici.

En cas de question, n'hésitez pas à contacter Jan Kleiner, directeur de la sous-division Règlementation du football, par courriel à l'adresse legal@fifa.org.

Vous remerciant de prendre acte de ces informations et de les transmettre à vos clubs affiliés, nous vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général

Copie à :
- Conseil de la FIFA
- Confédérations
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- World Leagues Association

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n° 1917

Zurich, le 23 décembre 2024

Cadre réglementaire temporaire : amendements au Règlement du Statut et du Transfert des Joueurs de la FIFA ainsi qu'aux Règles de procédure du Tribunal du Football

Madame, Monsieur,

Nous avons le plaisir de vous faire savoir que, le 22 décembre 2024, le Bureau du Conseil de la FIFA a approuvé un cadre réglementaire temporaire qui comprend plusieurs amendements au Règlement du Statut et du Transfert des Joueurs de la FIFA (**RSTJ**), ainsi qu'aux Règles de procédure du Tribunal du Football (**Règles de procédure**).

Contexte

À la suite de l'arrêt rendu par la Cour de justice de l'Union européenne dans l'affaire C-650/22 relative au footballeur Lassana Diarra, la FIFA a lancé une consultation mondiale concernant d'éventuelles adaptations du RSTJ. Depuis lors, la FIFA a reçu de nombreux retours de la part de différentes parties prenantes du football issues des quatre coins du monde.

La FIFA entend poursuivre ce processus inclusif afin d'élaborer, conjointement avec ses parties prenantes, un nouveau cadre réglementaire durable, solide et uniforme au niveau mondial pour le football professionnel, en adoptant une démarche ouverte, objective, transparente et non discriminatoire.

Les discussions avec les principales parties prenantes ont toutefois montré qu'en attendant la fin de ces discussions élargies, il était impératif d'apporter une certaine stabilité et clarté réglementaires. Cette nécessité est d'autant plus urgente que de nombreuses associations membres de la FIFA ouvriront leurs périodes d'enregistrement (**fenêtres internationales**) en janvier 2025. Il est par conséquent pressant que les parties prenantes aient un cadre réglementaire clair sur lequel s'appuyer durant les prochaines périodes d'enregistrement, tant en ce qui concerne la stabilité contractuelle que l'exécution des transferts internationaux de joueurs.

La FIFA a ainsi décidé de contacter ses principales parties prenantes afin d'établir un cadre réglementaire temporaire à instaurer en attendant la conclusion des discussions élargies sur le contenu à long terme du RSTJ.

Fédération Internationale de Football Association
FIFA-Strasse 20 Boîte postale 8044 Zurich Suisse Tél. : +41 (0)43 222 7777 www.FIFA.com

Ce cadre temporaire permettra à la FIFA de continuer à garantir l'application uniforme de règles partout dans le monde et à ce que les clubs du monde entier soient soumis à des normes réglementaires cohérentes en matière de composition des équipes, de stabilité contractuelle et de transferts internationaux de joueurs.

Cadre réglementaire temporaire – Vue d'ensemble

Le cadre réglementaire temporaire concerne les dispositions suivantes du RSTJ : les articles 14 et 17, l'annexe 3 (concernant le Certificat International de Transfert (**CIT**)) et, indirectement, l'annexe 2 (concernant les entraîneurs), ainsi que l'article 13 des Règles de procédure. Les principaux changements sont expliqués ci-après :

- Introduction d'une définition de « juste cause » (article 14, alinéa 1 du RSTJ)

  L'introduction d'une définition de « juste cause » (exigée pour résilier un contrat) apportera davantage de clarté et de sécurité juridique, en plus de codifier la jurisprudence de longue date du Tribunal du Football pour ce qui est de déterminer si une telle cause existe dans une affaire donnée.

- Calcul de l'indemnité due en cas de rupture de contrat par un joueur ou un entraîneur (article 17, alinéa 1 du RSTJ et article 6, alinéa 2 de l'annexe 2 du RSTJ)

  L'indemnité sera calculée de façon plus objective et transparente, en tenant compte du dommage subi conformément au principe de l'« intérêt positif », des faits et circonstances propres à chaque cas et du droit en vigueur dans le pays concerné.

- Charge de la preuve en matière de responsabilité solidaire et conjointe en cas d'indemnité pour rupture de contrat (article 17, alinéa 2 du RSTJ)

  La responsabilité conjointe et solidaire du nouveau club d'un joueur, ainsi que l'obligation de verser une indemnité pour rupture de contrat qui en découle, ne s'appliqueront que s'il peut être établi que le club concerné a incité le joueur à rompre son contrat. Par contre, dans la version précédente du RSTJ, la responsabilité conjointe et solidaire s'appliquait automatiquement.

- Charge de la preuve en matière d'incitation à la rupture de contrat (et sanction sportive correspondante imposée à l'encontre du nouveau club) (article 17, alinéa 4 du RSTJ)

Une sanction sportive contre le nouveau club d'un joueur pour incitation à la rupture du contrat ne sera pas prononcée que si le club demandeur est en mesure de prouver que le nouveau club a incité le joueur à rompre son contrat. Par contre, dans la version précédente du RSTJ, le nouveau club était présumé avoir incité un joueur à rompre son contrat.

- Charge de la preuve et obligation de collaborer (article 13, alinéa 6 des Règles de procédure)

  Une précision expresse a été ajoutée aux Règles de procédure selon laquelle les parties auront le devoir de collaborer à l'établissement des faits et de répondre aux demandes de preuves, qui peuvent également être formulées par une partie à la procédure concernée. Le Tribunal du Football sera également en droit de tirer une conclusion défavorable de la réaction d'une partie à une demande de preuve.

- Procédure d'émission d'un CIT (plusieurs alinéas de l'article 11 de l'annexe 3 du RSTJ)

  Une procédure simplifiée de CIT s'appliquera, afin d'empêcher les associations membres de refuser l'émission de ce document. Indépendamment de tout litige contractuel et compte tenu du principe relatif à l'intégrité sportive et des périodes d'enregistrement applicables, un joueur aura toujours la possibilité de changer d'association et de poursuivre sa carrière au sein d'un nouveau club.

  La nouvelle procédure de CIT se déroulera de la manière suivante :

  - Si la nouvelle association du joueur soumet une demande d'émission d'un CIT (« **demande de CIT** »), l'ancienne association devra délivrer le CIT au profit de la nouvelle association dans les 72 heures.

  - Si l'ancienne association ne respecte pas ce délai, la nouvelle association sera libre d'enregistrer le joueur auprès de son nouveau club et de saisir les informations relatives à l'enregistrement du joueur dans TMS.

  - Dans des circonstances exceptionnelles, le joueur, l'ancienne association ou la nouvelle association pourront demander l'intervention de la FIFA. Toutefois, cette option sera limitée à des scénarios très spécifiques et ne permettra jamais de bloquer l'émission du CIT d'un joueur en raison, par exemple, d'un litige contractuel en cours.

- Dans tous les cas, l'émission d'un CIT aura lieu sans préjudice de tout litige contractuel entre le joueur, son ancien club et/ou son nouveau club.

Entrée en vigueur du cadre réglementaire temporaire

Le cadre réglementaire temporaire, qui comprend l'ensemble des modifications susmentionnées, entrera en vigueur au **1er janvier 2025**, conformément à l'article 29 du RSTJ et à l'article 34 des Règles de procédure.

Il s'appliquera aux procédures en cours devant le Tribunal du Football au moment de son entrée en vigueur, ainsi qu'à tout nouveau cas porté devant le Tribunal du Football à compter du 1er janvier 2025.

Les versions révisées du RSTJ, des Règles de procédure, ainsi que les Notes explicatives relatives au cadre réglementaire temporaire sont disponibles sur legal.fifa.com.

En cas de question, n'hésitez pas à contacter Jan Kleiner, directeur de la sous-division Règlementation du football, par courriel à l'adresse regulatory@fifa.org.

Vous remerciant de prendre acte de ces informations et de les transmettre à vos clubs affiliés, nous vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général

Copie à : - Conseil de la FIFA
- Confédérations
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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
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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.

* * *

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1918

Zurich, le 13 janvier 2025

Amendements au Règlement de la Chambre de compensation de la FIFA et au Règlement du Statut et du Transfert des Joueurs de la FIFA

Madame, Monsieur,

Nous avons le plaisir de vous informer de plusieurs amendements apportés au Règlement de la Chambre de compensation de la FIFA ainsi qu'au Règlement du Statut et du Transfert des Joueurs, approuvés par le Conseil de la FIFA à l'occasion de sa séance du 10 décembre 2024.

Contexte

Approuvé par le Conseil de la FIFA le 22 octobre 2022, le Règlement de la Chambre de compensation de la FIFA est entré en vigueur le 16 novembre 2022. Ce règlement a été créé dans le but de protéger l'intégrité du système des transferts dans le football et de lutter contre les comportements frauduleux, mais aussi de réguler certains paiements liés aux transferts de footballeurs entre clubs. Cette initiative se concentre notamment sur la distribution automatique de la rétribution de la formation une fois que le passeport électronique de joueur (EPP) a permis de déterminer les montants dus aux clubs formateurs.

Depuis le 16 novembre 2022, date de l'entrée en fonction de la Chambre de compensation de la FIFA (établissement financier réglementé et indépendant basé en France), plus de 37 000 passeports électroniques de joueurs ont été générés et plus de USD 350 millions lui ont été envoyés afin qu'elle puisse procéder aux évaluations de conformité des clubs impliqués et traiter les paiements correspondants.

Faisant suite aux deux premières années de fonctionnement concluantes de ladite chambre, les divers amendements au Règlement de la Chambre de compensation de la FIFA visent à poursuivre le développement du système des EPP, améliorer la distribution de la rétribution de la formation aux clubs formateurs et veiller à la cohérence du cadre réglementaire de la FIFA.

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Amendements au Règlement de la Chambre de compensation de la FIFA

- Afin de laisser aux clubs et associations membres suffisamment de temps pour transmettre la documentation et les informations requises dans le cadre de la procédure d'examen du passeport électronique de joueur, la durée de la phase d'examen a été portée à 15 jours, contre dix auparavant (article 9, alinéa 2).

- Des changements ont également été apportés à l'article 13, alinéa 1b, ainsi qu'aux alinéas 5 et 7 a et b de l'article 17, afin d'en clarifier le champ d'application et harmoniser le cadre réglementaire de la FIFA.

Amendements au Règlement du Statut et du Transfert des Joueurs de la FIFA

Des amendements techniques mineurs ont été apportés à l'article 3, alinéas 1 et 2 de l'annexe 4 du Règlement du Statut et du Transfert des Joueurs de la FIFA afin que ces dispositions ne s'appliquent qu'aux cas non couverts par le Règlement de la Chambre de compensation de la FIFA et pour garantir leur conformité avec le Règlement du Statut et du Transfert des Joueurs.

Entrée en vigueur des amendements

L'ensemble des modifications susmentionnées sont entrées en vigueur le 1er janvier 2025, conformément à l'article 26 du Règlement de la Chambre de compensation de la FIFA et à l'article 29 du Règlement du Statut et du Transfert des Joueurs de la FIFA. Les versions révisées des deux règlements sont disponibles sur ici.

Nous vous remercions de prendre acte de ces informations et de les transmettre à vos clubs affiliés. En cas de question, n'hésitez pas à contacter Jan Kleiner, directeur de la sous-division Règlementation du football, par courriel à l'adresse regulatory@fifa.org.

Nous vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

Mattias Grafström
Secrétaire Général

Copie à : - Conseil de la FIFA
- Confédérations
- ECA
- FIFPRO
- World Leagues Association

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1919

Zurich, le 13 janvier 2025

Amendements au Règlement sur les agents de la FIFA et introduction d'un examen en ligne

Madame, Monsieur,

Nous avons le plaisir de vous informer que, lors de sa séance du 10 décembre 2024, le Conseil de la FIFA a approuvé un amendement au Règlement sur les agents de la FIFA.

Cette décision fait suite à un processus de consultation mené par le groupe de travail sur les agents afin d'organiser l'examen de la FIFA pour les agents avec l'actuel système d'octroi de licences.

Lors de ces échanges, la possibilité d'organiser un examen en ligne a fait consensus étant donné que cela permettrait à davantage de candidat(e)s de passer l'examen sans occasionner de frais de voyage ou d'autres dépenses connexes susceptibles de les freiner dans leur projet de devenir agent. La tenue d'un examen en ligne allant à l'encontre des dispositions de l'article 6 du Règlement sur les agents de la FIFA, il a été décidé d'amender ce dernier afin de donner à l'administration de la FIFA la flexibilité nécessaire pour établir la meilleure procédure d'examen possible.

La version révisée du Règlement sur les agents, qui est entrée en vigueur au 1er janvier 2025, est disponible ici.

Examen de la FIFA pour les agents en 2025

Par ailleurs, nous avons le plaisir de vous faire part d'informations complémentaires concernant la session d'examen prévue en 2025.

Dans l'optique d'encourager davantage d'individus et parties prenantes à devenir agent, l'examen correspondant se tiendra désormais en ligne à partir de 2025. Les candidat(e)s pourront ainsi passer l'examen sans avoir à se déplacer sur un site d'examen prévu par une association membre.

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Les conditions générales d'examen, ainsi que les règles applicables, seront publiées en temps utile par la FIFA sur la Plateforme des agents et le site Internet de la FIFA. Vous pouvez néanmoins déjà trouver ci-dessous les informations relatives à la période d'inscription et à la date d'examen.

5e examen de la FIFA pour les agents	
Période d'inscription	du 4 mars au 17 avril 2025
Date de l'examen	18 juin 2025

Veuillez noter qu'à partir de 2025, il n'y aura qu'une session d'examen par an.

Enfin, nous tenons à remercier toutes les associations membres impliquées pour leur travail et leur soutien à l'organisation des quatre sessions de l'examen de la FIFA pour les agents qui se sont déroulées à ce jour.

En cas de question, n'hésitez pas à contacter Luis Villas-Boas Pires, chef du département Agents, par courriel à l'adresse regulatory@fifa.org.

Vous remerciant de prendre acte du contenu de la présente circulaire et de le transmettre à vos clubs affiliés ainsi qu'à toutes les parties prenantes concernées, nous vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

Mattias Grafström
Secrétaire Général

Copie à :
- Conseil de la FIFA
- Confédérations
- Groupe de travail sur les agents

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1934

Zurich, le 28 mai 2025

Édition 2025 du Code disciplinaire de la FIFA

Madame, Monsieur,

La FIFA continue de s'engager dans la lutte contre le racisme dans le football, conformément à la mobilisation mondiale contre le racisme adoptée à l'unanimité par ses 211 associations membres lors du 74e Congrès de l'instance à Bangkok (Thaïlande).

Afin d'établir un environnement juste et respectueux pour toutes et tous, la FIFA a le plaisir de présenter la dernière mouture de son Code disciplinaire, qui comprend un ensemble exhaustif de dispositions réglementaires proactives visant à lutter contre la discrimination, à la fois sur et en dehors du terrain.

D'autres modifications importantes ont été apportées afin de moderniser le cadre réglementaire.

La présente circulaire décrit les points clés des amendements apportés au code, ainsi que leurs implications pour les confédérations, associations membres, clubs, officiels et joueurs.

1. Nouvelles dispositions pour lutter contre la discrimination et les incidents à caractère raciste

Afin de lutter efficacement contre les comportements racistes, la procédure à trois étapes pertinente adoptée à l'occasion du 74e Congrès de la FIFA a été incluse à l'article 15 du Code disciplinaire. Cette disposition a également été étendue afin de permettre aux joueurs, arbitres, entraîneurs et officiels d'équipe de signaler immédiatement tout incident à caractère raciste. Les amendes infligées en cas de comportement raciste ont en outre été portées à CHF 5 000 000.

Par ailleurs, la FIFA se réserve le droit d'interjeter appel auprès du Tribunal Arbitral du Sport (TAS) contre les décisions liées à des incidents à caractère raciste, ainsi que d'intervenir dans une affaire si une association membre manque à son obligation d'effectuer une enquête en bonne et due forme concernant de tels incidents et de poursuivre leur(s) auteur(s). Ces amendements ont été apportés aux alinéas 6 et 8 de l'article 30.

En vertu de la nouvelle formulation de l'article 75, alinéa 1 du Code disciplinaire de la FIFA, les associations membres sont tenues d'intégrer les principes énoncés à l'article 15 du Code disciplinaire de la FIFA dans leur propre réglementation. Elles sont tenues de le faire d'ici au 31 décembre 2025 au plus tard et devront transmettre à la FIFA les dispositions adaptées le cas échéant.

2. Autres amendements

Conformément à la jurisprudence du TAS, le nouveau Code disciplinaire de la FIFA introduit des dispositions plus claires afin de traiter les difficultés rencontrées par les créanciers dans le cadre de procédures d'insolvabilité et de faillite dans le football. Les obligations des débiteurs d'informer promptement les créanciers de ces procédures – et de les informer de leurs droits et voies de recours en vertu de la législation en vigueur – sont désormais codifiées, tandis que de nouveaux éléments obligent les créanciers à rester vigilants dans l'exécution de leurs créances.

Une autre modification notable concerne le rôle des « experts intégrité », qui ont été renommés « procureurs en matière disciplinaire et éthique » afin de mieux refléter les responsabilités élargies et l'autorité formelle de ce poste. Ce nouveau titre marque ainsi le passage d'un rôle consultatif à un rôle axé sur la poursuite active des violations éthiques et disciplinaires. Ce changement s'inscrit également dans la droite ligne des efforts déployés par la FIFA pour préserver l'équité et l'intégrité judiciaires dans le football.

Enfin, d'autres amendements mineurs ont été apportés au code sur la base d'autres règlements et circulaires de la FIFA dans le but d'adopter les meilleures pratiques, optimiser les procédures et garantir la sécurité juridique. Ces modifications ont été appliquées aux articles 21, 45, 57, 58, 61 et 70.

Pour toute question ou clarification, n'hésitez pas à contacter Américo Espallargas, chef du département Disciplinaire, à l'adresse disciplinary@fifa.org.

Nous vous prions de bien vouloir agréer, Madame, Monsieur, l’expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général

Pièce jointe : Code disciplinaire de la FIFA (édition : 2025)

Copie à :
- Conseil de la FIFA
- Confédérations
- Organes juridictionnels de la FIFA
- Tribunal du Football
- Association européenne des clubs
- FIFPRO
- World Leagues Association

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1936

Zurich, le 16 juillet 2025

Règlement du Statut et du Transfert des Joueurs de la FIFA – catégorisation des clubs et périodes d'enregistrement

Madame, Monsieur,

Nous souhaitons par la présente attirer votre attention sur le Règlement du Statut et du Transfert des Joueurs de la FIFA (**RSTJ**), en particulier les articles relatifs à l'indemnité de formation, la classification des clubs en catégories et les périodes d'enregistrement.

L'utilisation du système de régulation des transferts de la FIFA (**TMS**) est obligatoire pour toutes les associations membres. Ces dernières doivent y indiquer leurs périodes d'enregistrement et la catégorisation de leurs clubs affiliés. Elles doivent également veiller à ce que les données de leurs clubs affiliés (y compris leur catégorisation) soient en permanence tenues à jour dans leur **système d'enregistrement national**.

1. Indemnité de formation : catégorisation des clubs

Chaque association membre doit classer ses clubs affiliés dans l'une des différentes catégories disponibles **dans TMS**, en fonction des investissements financiers de chaque club dans la formation des joueurs (cf. article 4, alinéa 1 de l'annexe 4 du RSTJ).

Il est également important que chaque association membre veille à l'exactitude des informations (anciennes comme actuelles) consignées **dans son système d'enregistrement national**, notamment la catégorisation de tous ses clubs affiliés. Dans le cadre des exigences relatives à la Chambre de compensation de la FIFA et à la création des passeports électroniques de joueurs, chaque association membre est tenue d'envoyer, via l'interface Connect de la FIFA, l'historique d'enregistrement des joueurs couvrant toute la durée pendant laquelle ils ont été enregistrés auprès d'elle. Cet historique doit inclure la catégorisation de tout club affilié pour lequel un joueur a évolué.

Chaque association membre doit ainsi veiller à ce que la catégorie de formation de ses clubs affiliés soit correctement indiquée **d'ici au 31 juillet 2025** :

- dans son **système d'enregistrement national** ;
- dans **TMS**, si l'association membre n'a pas procédé à la synchronisation de la catégorie de formation de ses clubs via l'interface Connect de la FIFA.

Fédération Internationale de Football Association
FIFA-Strasse 20 Boîte postale 8044 Zurich Suisse Tél. : +41 (0)43 222 7777 www.FIFA.com

La catégorie indiquée doit être **valable pour toute la durée de la saison concernée**. Les associations membres ne sont pas autorisées à modifier la catégorie d'un club en cours de saison.

Les tableaux ci-joint montrent les catégories auxquelles les associations membres peuvent assigner leurs clubs affiliés, ainsi que les coûts de formation applicables (cf. article 4, alinéa 2 de l'annexe 4 du RSTJ).

Si une association membre n'assigne pas de catégorie à ses clubs affiliés avant l'écoulement du délai indiqué, elle peut faire l'objet d'une procédure de mise en conformité. Nous vous renvoyons à la **procédure de sanction administrative** prévue par l'article 17 de l'annexe 3 du RSTJ.

Veuillez noter que la FIFA se réserve le droit de faire passer un club dans la catégorie inférieure ou supérieure si celle qui lui a été assignée ne correspond pas à une des catégories définies par l'association membre concernée.

2. Dates des saisons et périodes de compétition et d'enregistrement

Compétitions professionnelles

Conformément à l'article 6, alinéas 1 et 2 du RSTJ, chaque association membre doit définir dans TMS, **d'ici au 31 juillet 2025**, deux **périodes d'enregistrement** pour l'année civile suivante (c'est-à-dire du 1er janvier au 31 décembre 2026).

Si la saison d'une association membre s'achève après cette date, ladite association membre doit définir les deux périodes d'enregistrement immédiatement après le dernier jour de la saison en question.

Les associations membres peuvent définir des périodes d'enregistrement différentes pour leurs compétitions masculines et féminines (cf. circulaire n°1601 de la FIFA en date du 31 octobre 2017).

Conformément à l'article 6, alinéa 2 du RSTJ, et en corrélation avec l'annexe 3 dudit RSTJ, les informations relatives aux dates des saisons et des périodes de compétition et d'enregistrement doivent être communiquées à la FIFA via TMS **au plus tard 12 mois avant leur entrée en vigueur**.

Concernant les dates en question, veuillez prendre note des informations suivantes :

- Une saison est une **période de 12 mois consécutifs** définie par une association membre au cours de laquelle ont lieu ses compétitions officielles.
- Une période de compétition débute le jour du premier match officiel du championnat national ou de la coupe nationale et se termine le jour du dernier match officiel de ces compétitions.

- La première période d'enregistrement peut commencer dès le lendemain de la date de fin de la période de compétition de la saison précédente. Nous rappelons aux associations membres que la durée de cette première période d'enregistrement ne peut être inférieure à **huit semaines** ni supérieure à **12 semaines**.

- La seconde période d'enregistrement a généralement lieu au milieu de la saison. Nous rappelons aux associations membres que la durée de cette seconde période d'enregistrement ne peut être inférieure à **quatre semaines** ni supérieure à **huit semaines**.

- Cumulées, les deux périodes d'enregistrement ne peuvent en tous les cas excéder **16 semaines**.

- Lorsqu'elle définit ses périodes d'enregistrement, une association membre doit porter une attention particulière à leur date de fin. Si cette date correspond à un jour férié ou non ouvrable dans le pays ou sur le territoire de l'association membre, il n'est pas possible d'étendre la durée de la période d'enregistrement concernée au jour ouvrable suivant si ladite extension se traduit par un dépassement de la durée maximale autorisée.

- Si une association membre ne définit pas de périodes d'enregistrement pour les compétitions disputées par un sexe particulier, celles établies pour les compétitions disputées par l'autre sexe ne s'appliquent pas automatiquement ; **l'association membre concernée ne pourra pas enregistrer de joueurs ou joueuses si aucune période d'enregistrement n'a été définie**.

Si une association membre ne saisit pas les dates de ses périodes d'enregistrement dans TMS d'ici au 31 juillet 2025, la FIFA se réserve le droit de les définir elle-même (cf. article 6, alinéa 2 du RSTJ). Tout manquement à l'obligation de définir des périodes d'enregistrement peut entraîner une procédure de sanction administrative.

Nous rappelons en outre aux associations membres qu'elles sont en droit de modifier les dates d'une période d'enregistrement déjà saisie dans TMS jusqu'au début de ladite période. La FIFA doit être tenue informée de toute modification. Lorsqu'une période d'enregistrement est ouverte, ses dates ne peuvent plus être modifiées.

Chaque association membre est seule responsable de la bonne saisie des dates dans TMS. Les dates indiquées dans TMS sont les seules reconnues par la FIFA, indépendamment de toute autre communication effectuée hors TMS.

<u>Compétitions amateures</u>

Conformément à l'article 6, alinéa 8 du RSTJ, chaque association membre doit définir dans TMS, **d'ici au 31 juillet 2025**, les **périodes d'enregistrement** pour l'année civile suivante (c'est-à-dire du 1er janvier au 31 décembre 2026).

Veuillez prendre bonne note des informations suivantes :

- Les dispositions relatives à la durée maximale des périodes d'enregistrement ne s'appliquent pas aux compétitions exclusivement amateures. Les associations membres peuvent par conséquent décider de définir une seule période d'enregistrement couvrant la totalité de la saison pour ces compétitions.

- Si une association membre ne définit pas de périodes d'enregistrement pour les compétitions exclusivement amateures, les clubs participant à ces compétitions ne pourront pas enregistrer de joueurs ou joueuses. Les périodes d'enregistrement définies pour les compétitions professionnelles ne s'appliquent pas aux compétitions exclusivement amateures.

En cas de question, n'hésitez pas à contacter Laura Corica, cheffe de groupe Formation, soutien et communication, par courriel à l'adresse TMShelpdesk@fifa.org.

Vous invitant une nouvelle fois à prendre bonne note de ces informations, nous vous remercions de votre précieuse coopération et vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général

P.J. : Coûts de formation et catégorisation des clubs pour 2025

Copie à : - Conseil de la FIFA
- Confédérations
- Tribunal du Football
- Association européenne des clubs
- FIFPRO
- World Leagues Association

Coûts de formation et catégorisation des clubs pour 2025

Les coûts de formation indiqués ci-après sont établis en fonction des confédérations pour chaque catégorie de clubs. Ces coûts de formation sont révisés à la fin de chaque année calendaire, conformément à l'article 4 de l'annexe 4 du Règlement du Statut et du Transfert des Joueurs de la FIFA.

Confédération	Catégorie I	Catégorie II	Catégorie III	Catégorie 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

Vous trouverez ci-après, pour chaque confédération, un tableau présentant les catégories dans lesquelles les associations membres doivent répartir leurs clubs.

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Tableau 1 – AFC

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Afghanistan				X
Arabie saoudite			X	X
Australie		X	X	X
Bahreïn				X
Bangladesh				X
Bhoutan				X
Brunei				X
Cambodge				X
Chinese Taipei				X
Émirats arabes unis			X	X
Guam				X
Hong Kong, Chine				X
Inde				X
Indonésie				X
Irak			X	X
Japon		X	X	X
Jordanie				X
Koweït			X	X
Laos				X
Liban			X	X
Macao				X
Malaisie			X	X
Maldives				X
Mongolie				X
Myanmar				X
Népal				X
Oman				X
Ouzbékistan				X
Pakistan				X
Palestine				X

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Philippines				X
Qatar			X	X
RDP Corée				X
République de Corée		X	X	X
République kirghize				X
RI Iran		X	X	X
Singapour			X	X
Sri Lanka				X
Syrie				X
Tadjikistan				X
Thaïlande				X
Timor oriental				X
Turkménistan				X
Vietnam				X
Yémen				X

Tableau 2 – CAF

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Afrique du Sud		X	X	X
Algérie		X	X	X
Angola				X
Bénin				X
Botswana				X
Burkina Faso				X
Burundi			X	X
Cameroun		X	X	X
Cap-Vert				X
Comores				X
Congo				X
Côte d'Ivoire		X	X	X
Djibouti				X
Égypte		X	X	X
Érythrée				X
Eswatini				X
Éthiopie				X
Gabon				X
Gambie			X	X
Ghana		X	X	X
Guinée				X
Guinée équatoriale				X
Guinée-Bissau				X
Kenya				X
Lesotho				X
Liberia				X
Libye			X	X
Madagascar				X
Malawi				X

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Mali			X	X
Maroc		X	X	X
Maurice				X
Mauritanie				X
Mozambique				X
Namibie				X
Niger				X
Nigeria		X	X	X
Ouganda				X
RD Congo				X
République centrafricaine				X
Rwanda			X	X
São Tomé-et-Príncipe				X
Sénégal		X	X	X
Seychelles				X
Sierra Leone				X
Somalie				X
Soudan			X	X
Soudan du Sud				X
Tanzanie				X
Tchad				X
Togo			X	X
Tunisie		X	X	X
Zambie				X
Zimbabwe				X

Tableau 3 – Concacaf

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Anguilla				X
Antigua-et-Barbuda				X
Aruba				X
Bahamas				X
Barbade				X
Belize				X
Bermudes				X
Canada			X	X
Costa Rica		X	X	X
Cuba				X
Curaçao				X
Dominique				X
États-Unis		X	X	X
Grenade				X
Guatemala		X	X	X
Guyana				X
Haïti				X
Honduras			X	X
Îles Caïmans				X
Îles Vierges américaines				X
Îles Vierges britanniques				X
Jamaïque			X	X
Mexique		X	X	X
Montserrat				X
Nicaragua				X
Panamá				X
Porto Rico				X
République dominicaine				X
Sainte-Lucie				X
Saint-Kitts-et-Nevis				X
Saint-Vincent-et-les-Grenadines				X
Salvador			X	X
Suriname				X
Trinité-et-Tobago			X	X
Turks-et-Caicos				X

Tableau 4 – CONMEBOL

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Argentine	X	X	X	X
Bolivie			X	X
Brésil	X	X	X	X
Chili		X	X	X
Colombie			X	X
Équateur			X	X
Paraguay			X	X
Pérou			X	X
Uruguay		X	X	X
Venezuela			X	X

Tableau 5 – OFC

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Fidji				X
Îles Cook				X
Îles Salomon				X
Nouvelle-Calédonie				X
Nouvelle-Zélande			X	X
Papouasie-Nouvelle-Guinée				X
Samoa				X
Samoa américaines				X
Tahiti				X
Tonga				X
Vanuatu				X

Tableau 6 – UEFA

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Albanie			X	X
Allemagne	X	X	X	X
Andorre				X
Angleterre	X	X	X	X
Arménie			X	X
Autriche		X	X	X
Azerbaïdjan			X	X
Belarus			X	X
Belgique	X	X	X	X
Bosnie-et-Herzégovine			X	X
Bulgarie			X	X
Chypre			X	X
Croatie			X	X
Danemark		X	X	X
Écosse		X	X	X
Espagne	X	X	X	X
Estonie			X	X
Finlande			X	X
France	X	X	X	X
Géorgie			X	X
Gibraltar				X
Grèce		X	X	X
Hongrie		X	X	X
Îles Féroé				X
Irlande du Nord			X	X
Islande			X	X
Israël			X	X
Italie	X	X	X	X
Kazakhstan			X	X
Kosovo			X	X

Association membre	Catégorie I	Catégorie II	Catégorie III	Catégorie IV
Lettonie			X	X
Liechtenstein				X
Lituanie			X	X
Luxembourg			X	X
Macédoine du Nord			X	X
Malte			X	X
Moldavie			X	X
Monténégro				X
Norvège		X	X	X
Pays de Galles			X	X
Pays-Bas	X	X	X	X
Pologne			X	X
Portugal		X	X	X
République d'Irlande		X	X	X
Roumanie			X	X
Russie		X	X	X
Saint-Marin				X
Serbie			X	X
Slovaquie			X	X
Slovénie			X	X
Suède		X	X	X
Suisse		X	X	X
Tchéquie			X	X
Turquie		X	X	X
Ukraine		X	X	X

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1937

Zurich, le 31 juillet 2025

Amendements au Règlement de la Chambre de compensation de la FIFA

Madame, Monsieur,

Nous avons le plaisir de vous informer de plusieurs amendements apportés au Règlement de la Chambre de compensation de la FIFA, lesquels entreront en vigueur au 1er août 2025.

Contexte

Depuis l'entrée en fonction de la Chambre de compensation en novembre 2022, plus de 47 000 passeports électroniques de joueurs ont été générés. En conséquence, plus de USD 500 millions ont été affectés à plus de 7 000 clubs à travers le monde et envoyés à la Chambre de compensation de la FIFA. Plus de USD 300 millions ont déjà été versés par le biais de la Chambre de compensation de la FIFA tandis que les montants restants seront distribués sous réserve que les entités concernées passent avec succès la procédure d'évaluation de conformité. Chaque club ou association membre effectuant ou recevant une rétribution de la formation par le biais de la Chambre de compensation de la FIFA doit accepter les conditions générales pour chaque paiement avant que celui-ci soit réalisé, sachant qu'une nouvelle évaluation de conformité est menée ou revue par la Chambre de compensation de la FIFA à chaque transaction.

En 2024, l'établissement financier a lancé un projet visant à améliorer l'efficacité de ses opérations. Cette transition a impliqué la création d'un portail client en ligne qui permet la communication entre les clubs, les associations membres et la Chambre de compensation de la FIFA, tandis que diverses modifications ont été apportées au système de régulation des transferts de la FIFA afin de parvenir à une meilleure harmonisation des procédures de la FIFA et de la Chambre de compensation de la FIFA.

Le passage de l'évaluation de conformité et l'obtention de l'accréditation permettant d'effectuer et de recevoir des paiements seront désormais plus simples. En outre, la procédure et les interactions entre les clubs et les associations membres d'un côté, et la Chambre de

compensation de la FIFA de l'autre, seront désormais plus fluides, tandis que la consolidation des paiements se fera sur une plateforme mieux sécurisée.

Amendements au Règlement de la Chambre de compensation de la FIFA

- Les principaux amendements concernent l'article 15. L'alinéa 8 a été reformulé afin de clarifier l'utilisation du portail client de la Chambre de compensation de la FIFA en ce qui concerne la communication et les notifications aux clubs et associations membres, tandis que les alinéas 9 et 10 ont été rajoutés en vue de préciser les règles et délais relatifs à l'évaluation de conformité et l'obtention de l'accréditation en tant que clients.

- Des amendements ont aussi été apportés aux articles 16 et 17, tandis que les définitions des expressions « premier échec à l'évaluation de conformité » ainsi que « deuxième échec à l'évaluation de conformité » ont été ajoutées à des fins de clarté.

- Les amendements aux alinéas 1 et 2 de l'article 12 visent à préciser les responsabilités du secrétariat général de la FIFA et de la Chambre de compensation de la FIFA vis-à-vis de la collecte des coordonnées des clubs auprès des associations membres.

- Enfin, des amendements mineurs à l'article 13 et aux définitions se sont avérés nécessaires en raison du changement d'approche de la Chambre de compensation de la FIFA et de la modification de la dénomination des documents qu'elle délivre.

Figurant en pièce jointe, la version révisée du Règlement de la Chambre de compensation de la FIFA est également disponible sur legal.fifa.com.

En cas de question, n'hésitez pas à contacter Jan Kleiner, directeur de la sous-division Règlementation du football, par courriel à l'adresse regulatory@fifa.org.

Vous remerciant de prendre acte de ces informations et de les transmettre à vos clubs affiliés, nous vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général

P.J. : Règlement de la Chambre de compensation de la FIFA

Copie à :
- Conseil de la FIFA
- Confédérations
- Association européenne des clubs
- FIFPRO
- World Leagues Association

À L'ATTENTION DES ASSOCIATIONS MEMBRES DE LA FIFA

Circulaire n°1942

Zurich, le 5 septembre 2025

Amendement à l'article 68 du Code disciplinaire de la FIFA

Madame, Monsieur,

Nous avons le plaisir de vous informer d'un amendement apporté au Code disciplinaire de la FIFA, approuvé par le Bureau du Conseil le 5 septembre 2025 et immédiatement entré en vigueur.

Cet amendement concerne l'article 68 dudit code, relatif à l'annulation des avertissements, et dont l'ancienne version n'autorisait la Commission de Discipline de la FIFA à annuler les avertissements qu'une seule fois par compétition.

Ces dernières années, les compétitions préliminaires des différentes confédérations pour la Coupe du Monde de la FIFA ont globalement connu une hausse du nombre de matches et de phases, conduisant à une durée totale plus conséquente. Ceci a eu des répercussions directes sur l'application de la disposition régissant l'annulation des avertissements, prévue à l'origine pour des compétitions plus courtes comportant moins de matches et, surtout, moins de phases ou de tours de qualification.

Dans ce contexte, et afin de veiller à ce que les règles soient adaptées à la réalité des formats de compétition modernes, le Bureau du Conseil a approuvé un amendement à l'article 68 du Code disciplinaire afin de permettre à la Commission de Discipline d'autoriser des annulations supplémentaires des avertissements, sur demande justifiée et raisonnable d'une confédération et sous réserve du respect de l'intégrité de la compétition concernée.

La version révisée du Code disciplinaire (édition de septembre 2025) est jointe pour votre considération.

Pour toute question ou clarification, n'hésitez pas à contacter Américo Espallargas, chef du département Disciplinaire de la FIFA, par courriel à l'adresse disciplinary@fifa.org.

Fédération Internationale de Football Association
FIFA-Strasse 20 Boîte postale 8044 Zurich Suisse Tél. : +41 (0)43 222 7777 www.FIFA.com

Nous vous remercions de prendre bonne note de ces informations et vous prions de bien vouloir agréer, Madame, Monsieur, l'expression de nos sincères salutations.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secrétaire Général

P.J. : Code disciplinaire de la FIFA (édition de septembre 2025)

Copie à :
- Conseil de la FIFA
- Confédérations
- Organes juridictionnels de la FIFA
- Tribunal du Football
- Association européenne des clubs
- FIFPRO
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RÈGLEMENT

sur les agents de la FIFA – FAQs

VERSION 1.0 | MARS 2023

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RÈGLEMENT SUR LES AGENTS DE LA FIFA – FAQ

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INTRODUCTION

I.

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Le présent document regroupe diverses questions fréquemment posées (« **FAQ »**) relatives au Règlement sur les agents de la FIFA (le « **règlement** »). Il vise à offrir un complément d'information et des précisions aux associations membres de la FIFA, aux parties prenantes de la FIFA (joueurs, clubs, entraîneurs, ligues, etc.) ainsi qu'aux agents.

Il s'agit d'un document évolutif, destiné à être mis à jour régulièrement par le département Agents de la FIFA afin de répondre aux interrogations portant sur la dernière édition du règlement. Sauf mention contraire, il reprend donc les termes et les définitions du règlement.

Le présent document ne fait pas partie du règlement. Il est soumis aux dispositions du règlement et, en cas de conflit entre le présent document et le règlement, ce dernier prévaut. Tous les termes utilisés dans la présente renvoient aux définitions du règlement ou aux définitions d'autres règlements de la FIFA.

Enfin, ce document présente le point de vue de l'administration de la FIFA quant à l'interprétation et l'application de différentes dispositions du règlement. Veuillez noter que le Tribunal de la FIFA ou d'autres organes juridictionnels compétents pourraient avoir des avis divergents concernant les dispositions en question.

RÈGLES GÉNÉRALES

II.

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2.1 Où trouver les définitions ?

Le règlement s'ouvre sur une liste de définitions et il applique également les définitions des Statuts de la FIFA ainsi que du Règlement du Statut et du Transfert des Joueurs de la FIFA. Les termes définis dans ces derniers documents doivent être régulièrement vérifiés et confrontés avec ceux du Règlement sur les agents de la FIFA.

2.2 Qu'est-ce qu'un « intérêt » au sens du Règlement sur les agents de la FIFA ?

Le terme « intérêt » revient à plusieurs reprises dans le règlement, en particulier dans les dispositions relatives aux personnes qui peuvent ou non avoir un intérêt dans un club, une académie, une ligue ou une ligue centralisée, ou dans les activités d'un agent ou d'une agence.

Un intérêt est défini comme suit :

i. propriété effective d'une personne morale par le biais de laquelle les activités pertinentes de ces entités sont menées, à l'exception d'une adhésion personnelle, ordinaire, librement accessible et non transférable, donnant droit à son propriétaire à une seule voix dans les affaires du club ; et/ou

ii. position pouvant permettre l'exercice d'une influence matérielle, financière, commerciale, administrative, managériale ou autre sur les affaires d'une personne physique ou morale, directement ou indirectement, de manière formelle ou informelle.

La définition de ce terme vise à prévenir les conflits d'intérêts émergeant lorsqu'un agent détient (même partiellement) ou contrôle une personne morale pertinente (agence de football, club, académie ou entreprise impliquée dans des paris sportifs, etc.). Il convient donc de l'interpréter en connexion avec l'article 5, alinéas 1 (a) (v) et 1 (d) (i), l'article 11, alinéa 4 et l'article 18, alinéa 2 (f) et (i) du règlement.

En revanche, un agent qui adhère à un club détenu par ses adhérents n'est pas considéré comme détenant un intérêt dans le club en question.

2.3 Qu'est-ce qu'un agent lié ?

Le statut d'agent lié détermine, entre autres, la capacité d'un agent à fournir des services dans le cadre d'une même transaction.

Un agent lié est un agent qui est lié à un autre agent si :

i. ils sont employés ou contractuellement engagés auprès de la même agence par le biais de laquelle ils fournissent leurs services d'agent ;

ii. ils sont tous deux dirigeants, actionnaires ou associés de la même agence par le biais de laquelle ils fournissent leurs services d'agent ;

iii. ils sont mariés, concubins ou possèdent des liens de parenté (frère, sœur, père, mère, fils, fille, beau-fils ou belle-fille) ; ou

iv. ils ont conclu un contrat ou autre type d'arrangement, formel ou informel, en vue de coopérer à plusieurs occasions dans le cadre de la prestation de services ou de partager les revenus ou profits de tout ou partie de leurs services d'agent.

L'objectif de cette définition est de prévenir les conflits d'intérêts. Il convient donc de l'interpréter en connexion avec l'article 12, alinéa 10 et avec l'article 15, alinéa 3 du règlement.

Exemples :

- *L'agent A et l'agent B travaillent pour la même agence. Ils sont tous deux considérés comme des agents liés au sens de la définition ci-dessus. L'agent A représente un club qui libère dans la transaction. En vertu de l'article 12, alinéa 10 du règlement, l'agent B n'est pas autorisé à représenter une quelconque partie dans la même transaction.*
- *L'agent A et l'agent B ont coopéré à deux occasions en représentant ensemble deux joueurs lors de la négociation de leurs contrats de travail. Ils sont tous deux considérés comme des agents liés au sens de la définition ci-dessus. Toutefois, ils peuvent continuer à fournir ensemble des services d'agent dans le cadre de transactions futures au nom d'un joueur et d'un club qui engage, à condition que les deux clients aient donné leur consentement écrit au préalable (double représentation autorisée). En résumé, deux agents liés (A et B) sont autorisés à représenter à la fois un individu et une entité d'arrivée.*

2.4 Que sont les services d'agent ?

Les services d'agent sont des services fournis dans le cadre du football pour ou au nom d'un client, y compris la négociation, la communication relative à la négociation ou précédent la négociation, ou toute autre activité y afférente dans le but et/ou l'intention de conclure une transaction.

Cela inclut tout acte visant à faciliter ou rendre effectif :

i. l'emploi, l'enregistrement ou le désenregistrement d'un joueur auprès d'un club ou d'une ligue centralisée ;

ii. l'emploi d'un entraîneur auprès d'un club, d'une ligue centralisée ou d'une association membre ;

iii. le transfert de l'enregistrement d'un joueur d'un club à un autre ; et/ou

iv. l'élaboration, la résiliation ou la modification des termes du contrat de travail d'un individu.

Exemples (liste non exhaustive) :

- *Fournir des conseils ou apporter une aide dans le cadre de la négociation et la conclusion de transferts ou de contrats de travail (rémunération, clauses libératoires, échéanciers, primes, prestations en nature, etc.)*
- *Trouver un employeur à un joueur/entraîneur*
- *Faciliter le transfert de joueurs entre clubs*
- *Faciliter la circulation d'entraîneurs entre clubs et/ou associations membres*
- *Agir en qualité d'intermédiaire afin de maintenir une bonne relation entre un club et un joueur/entraîneur*
- *Agir en qualité d'intermédiaire pour des clubs dans le cadre d'une transaction*
- *Organiser et faciliter un essai*
- *Prendre en charge la communication relative au transfert / à l'emploi d'un joueur/entraîneur*
- *Représenter des clients lors de réunions*
- *Présenter des entraîneurs/joueurs à des clubs/associations membres/ligues centralisées (ou inversement) en vue d'aboutir à une transaction*
- *Évoquer avec des clients les dispositions d'éventuels contrats*
- *Faciliter une transaction en évoquant avec un club la disponibilité d'un joueur/entraîneur*
- *Prendre les dispositions nécessaires pour permettre à des clubs de rencontrer des joueurs/entraîneurs ou d'autres clubs*

2.5 Les contrats entre des joueurs et leur association membre concernant la participation aux activités des équipes nationales sont-ils considérés comme une transaction ?

Non. Les contrats de participation n'étant pas inclus dans la définition de transaction du règlement et n'étant pas liés au système international des transferts, ces accords ne relèvent pas des services d'agent.

2.6 Quelle est la définition de « autres services » ?

Sont entendus comme « autres services », des services fournis par un agent pour ou au nom d'un client autres que des services d'agent, y compris en matière de conseil juridique, planification financière, détection, conseil, gestion du droit à l'image et négociation de contrats commerciaux.

Exemples (liste non exhaustive) :

- *Prendre des dispositions en vue de satisfaire les besoins essentiels de joueurs/d'entraîneurs (logement, services médicaux, assurance, administration, scolarisation des enfants, etc.)*

- *Apporter une aide dans le cadre d'obligations hors terrain directement liées au statut et à la profession de joueur (relations publiques, services de liaison avec les fans, gestion des réseaux sociaux, etc.)*
- *Négocier d'autres contrats (droits à l'image, sponsoring, publicité, promotion, etc.), les relire ou apporter une aide quelconque en lien avec ces autres contrats*
- *Fournir des prestations de conseil financier, fiscal et/ou juridique*
- *Identifier, suivre et évaluer des joueurs/entraîneurs pour le compte de clubs/associations membres (détection, etc.)*

Exemple :

- *Le fait qu'un agent repère un joueur pour un club est considéré comme un autre service. Toutefois, si l'agent est impliqué dans la facilitation ou la négociation du transfert du joueur en question après l'avoir repéré, ces services seront alors considérés comme des services d'agent.*

2.7 Les autres services relèvent-ils du champ d'application du Règlement sur les agents de la FIFA ?

Non. Les autres services sont exclus du champ d'application du règlement, dans la mesure où la FIFA ne réglemente pas ces activités. En revanche, les autres services relèvent du champ d'application du règlement s'ils sont utilisés en vue de contourner ou manipuler le plafonnement de l'indemnité de service des agents, par exemple via une surfacturation destinée à masquer une indemnité de service payée pour les services d'agent qui serait sinon supérieure au plafonnement de l'indemnité de service. En outre, la prestation d'autres services est soumise à des obligations de rapport (cf. art. 16, al. 2 (j) (ii) et al. 4, et art. 18, al. (1) (f) (iii)).

DEVENIR UN AGENT DE FOOTBALL

III.

FIFA®

3.1 Un propriétaire de club peut-il obtenir une licence d'agent ?

Non. Un propriétaire de club ne peut pas obtenir de licence lui permettant d'exercer la fonction d'agent (cf. art. 11, al. 4 (b)).

Un candidat à une licence (ou un détenteur de licence) ne peut pas être un officiel ou un employé d'un club, ni avoir des intérêts dans un club. L'interdiction d'avoir un quelconque intérêt dans un club s'applique quelle que soit la part du club détenue par le candidat à la licence (ou le détenteur de licence).

En revanche, l'interdiction ne vise pas les candidats (ou les détenteurs de licence) détenant « une adhésion personnelle, ordinaire, librement accessible et non transférable, donnant droit à son propriétaire à une seule voix dans les affaires du club ».

Exemples :

- *Jean Lambert détient 5% des parts du FC Laville. Il ne peut pas déposer de demande de licence.*
- *Jean Lambert, un agent titulaire d'une licence, achète un club de quatrième division affilié à la fédération de son pays. Il n'est plus autorisé à détenir de licence et doit immédiatement demander une annulation ou une suspension de licence, conformément au Règlement sur les agents de la FIFA.*
- *Le FC Laville a été constitué sous la forme d'une association. Ses adhérents sont des personnes morales payant des frais d'adhésion annuels. L'adhésion annuelle donne aux adhérents un droit de vote personnel et non transférable lors de l'assemblée générale du club. Jean Lambert est un adhérent lambda du FC Laville et il peut détenir une licence d'agent.*

3.2 Un employé ou un officiel de la FIFA, d'une confédération, d'un club ou d'une association membre peut-il obtenir une licence d'agent ?

Non. Un employé (y compris un joueur ou un entraîneur) ou un officiel d'un club ou d'une association membre ne peut obtenir de licence lui permettant d'exercer la fonction d'agent.

La seule exception à cette règle concerne les personnes (candidats ou détenteurs de licence) ayant été « nommées ou élues au sein d'un organe de la FIFA, d'une confédération ou d'une association membre pour représenter les intérêts des agents ».

Exemples :

- *Jean Lambert est directeur général du FC Laville. Il ne peut pas déposer de demande de licence.*

- *Jean Lambert, un agent titulaire d'une licence, est nommé directeur sportif du FC Laville. Il n'est plus autorisé à détenir de licence et doit immédiatement demander une annulation ou une suspension de licence, conformément au Règlement sur les agents de la FIFA.*
- *Jean Lambert, un agent titulaire d'une licence, est également président de l'Association mondiale des agents. Une confédération lui propose de rejoindre son Comité des parties prenantes du football en sa qualité de président de l'Association mondiale des agents. Malgré son statut d'officiel de la confédération, Jean Lambert demeure éligible à la détention d'une licence, car son rôle en tant qu'officiel de la confédération est de représenter les intérêts des agents.*

3.3 Un employé ou un officiel d'une organisation représentant les intérêts de joueurs peut-il obtenir une licence d'agent ?

Oui. Aucun critère d'éligibilité n'interdit à un employé ou un officiel d'une organisation représentant les intérêts de joueurs d'obtenir une licence permettant d'exercer la fonction d'agent.

Exemple :

- *Jeanne Lambert est agent de liaison au sein de l'association de joueurs de son pays. Elle est éligible à la fonction d'agent.*

3.4 Existe-t-il des exigences en matière de formation pour devenir agent ?

Non. Il n'existe aucune exigence en matière de formation ou de critères professionnels pour devenir agent.

3.5 Existe-t-il des exigences linguistiques pour devenir agent ?

Non. Il n'existe aucune exigence linguistique pour devenir agent.

D'un point de vue pratique en revanche, les agents doivent avoir une maîtrise suffisante de l'anglais, de l'espagnol ou du français pour obtenir leur licence via la plateforme et pour se conformer à l'obligation de formation professionnelle continue énoncée dans le règlement ainsi que dans la circulaire y afférente.

3.6 L'obligation pour un candidat de n'avoir jamais fait l'objet d'une suspension par une instance sportive concerne-t-elle uniquement les suspensions en tant qu'agent/intermédiaire ou s'étend-elle également aux suspensions en tant que joueur ?

L'obligation s'applique indépendamment du statut du candidat à l'époque de sa suspension par une instance sportive. L'exigence établie par le règlement prévoit qu'un candidat ne doit jamais avoir fait l'objet d'une suspension d'au

moins deux ans, d'une exclusion ou d'une radiation prononcée par une autorité réglementaire ou une instance sportive dirigeante pour infraction aux règles en matière d'éthique ou de déontologie. En d'autres termes, il convient de tenir compte du comportement et de la sanction, non du statut de la personne concernée à l'époque de ladite suspension.

Exemple :

- *Vincent a été visé par une interdiction à vie d'exercer toute activité liée au sport prononcée par la Fédération Bleue de Football pour infraction au Code de conduite alors qu'il était joueur du FC Attaquants. Vincent ne satisfait donc pas aux critères d'éligibilité établis dans le règlement et ne peut pas demander à devenir agent.*

3.7 Une personne ayant été reconnue coupable dans une procédure pénale pour des faits de corruption par un tribunal de première instance peut-elle déposer une demande de licence ?

Non. Une personne condamnée par un tribunal de première instance pour l'un des faits énoncés dans le règlement ne peut pas déposer de demande de licence. La FIFA se réserve le droit de demander à un candidat donné de lui communiquer les informations contenues dans son casier judiciaire afin d'apporter la preuve qu'il satisfait aux critères d'éligibilité.

3.8 Quelles étapes doit suivre un agent sportif détenant une licence reconnue par la législation nationale pour que sa licence soit reconnue par la FIFA et pour obtenir une équivalence délivrée par la FIFA ?

Ce cas de figure est régi par l'article 24 du règlement.

En premier lieu, le système national d'émission de licences établi en accord avec la législation nationale doit avoir été reconnu par la FIFA. Si l'association membre concernée s'est conformée à l'ensemble de la procédure permettant à son système national d'émission de licences d'être reconnu par la FIFA, les agents sportifs détenant une licence émise par le système en question sont exemptés de l'examen prévu par le règlement.

Néanmoins, pour obtenir une équivalence, les personnes concernées doivent :

i. effectuer une demande de licence spéciale, « en vertu de la législation nationale », depuis la Plateforme des agents de la FIFA ;
ii. fournir la preuve qu'elles détenaient une licence leur permettant de fournir des services d'agent conformément à la législation nationale du pays ou du territoire concerné avant l'entrée en vigueur du règlement ;

iii. satisfaire aux critères d'éligibilité énoncés dans le règlement au moment de leur demande ;

iv. s'acquitter des frais de licence annuels à la FIFA prévus par l'article 7 du règlement.

Ces demandes seront examinées par l'association membre concernée et par la FIFA. Une fois la demande approuvée, la licence d'agent sportif national du candidat sera considérée comme équivalente à une licence d'agent délivrée par la FIFA conformément au règlement, et le candidat sera soumis aux mêmes droits et obligations qu'un agent (à l'exception des exigences à remplir pendant cinq ans au titre de la formation professionnelle continue).

3.9 Combien de fois par an se tient l'examen de la FIFA pour les agents ?

Au cours de la phase de mise en œuvre du règlement, la FIFA organisera au maximum deux examens de la FIFA pour les agents chaque année. Passée cette première phase, qui s'étalera sur quelques années, un seul examen sera organisé chaque année. Pour plus d'informations sur les dates des examens, nous vous invitons à consulter la circulaire de la FIFA y afférente.

3.10 Un ressortissant étranger peut-il passer l'examen auprès d'une association membre autre que celle de son pays ?

Oui. Les candidatures sont ouvertes à tous, indépendamment de la citoyenneté et du lieu de résidence, quel que soit le site choisi pour passer l'examen, dans la mesure où les questions posées et les langues utilisées seront les mêmes dans les différents sites. En outre, il ne sera pas fait mention du site de l'examen dans le répertoire des agents. En revanche, la FIFA n'est pas responsable des exigences qu'un candidat doit respecter afin de pénétrer sur le territoire concerné.

3.11 Sur quoi portera l'examen ?

Les questions porteront sur des règlements de la FIFA et sur un matériel pédagogique propre à chaque examen.

L'examen peut être passé en anglais, espagnol ou français (le candidat pourra opter pour la langue de son choix) et sera composé de 20 questions. Chaque candidat confirmé devra sélectionner une ou plusieurs réponses pour chaque question à choix multiples.

De plus amples informations sont fournies dans le matériel pédagogique disponible depuis la plateforme.

3.12 L'examen comprendra-t-il des questions portant sur le règlement national sur les agents de l'association membre accueillant l'examen ?

Non. L'examen portera sur les règlements de la FIFA et les questions seront fournies par la FIFA. Il ne comportera aucune question additionnelle portant sur un quelconque règlement national sur les agents afin de garantir des conditions d'examen égales dans toutes les associations membres.

3.13 S'agit-il d'un examen dit « à livres ouverts » ?

Oui. L'examen de la FIFA pour les agents est un examen à livres ouverts. Tous les candidats confirmés seront autorisés à consulter le matériel pédagogique pertinent depuis leurs ordinateurs portables. Le matériel pédagogique sera disponible dans son intégralité sur la Plateforme des agents de la FIFA et pourra être utilisé durant l'examen.

3.14 L'examen sera-t-il disponible dans toutes les langues officielles de la FIFA ?

L'examen de la FIFA pour les agents sera disponible en anglais, espagnol et français. Durant l'examen, chaque candidat confirmé pourra sélectionner la langue de son choix parmi les trois disponibles, indépendamment du site sur lequel il passe l'examen.

3.15 S'agit-il d'un examen en ligne ?

L'examen se déroulera exclusivement en ligne, mais sera organisé en présentiel par les associations membres. Chaque candidat approuvé devra apporter son propre ordinateur (ainsi qu'une borne Wi-Fi si cela est précisé sur la plateforme) afin de passer l'examen de façon groupée auprès de l'association membre concernée.

3.16 Combien de fois est-il possible de passer l'examen ?

Un candidat peut passer l'examen autant de fois qu'il le souhaite. En revanche, si un candidat ne réussit pas l'examen du premier coup, il devra renouveler sa demande de licence à chaque tentative.

3.17 La plateforme et l'examen seront-ils disponibles en allemand, arabe, portugais et/ou russe ?

Non. La Plateforme des agents sera disponible uniquement en anglais, espagnol et français.

3.18 Combien de licences chaque association membre peut-elle émettre ?

Les licences d'agent sont émises par la FIFA. Les associations membres n'émettent pas de licences. Leur participation à la procédure d'émission se

limite à l'accueil de l'examen ou à la vérification des demandes d'exemption d'examen. Il n'existe donc aucune limite au nombre de demandes de tout type qu'une association membre peut recevoir.

3.19 Le territoire sur lequel un candidat passe l'examen a-t-il une quelconque incidence ?

Non. Le territoire sur lequel un candidat passe l'examen pour obtenir une licence d'agent n'a aucune incidence. S'il réussit l'examen, il obtiendra une licence émise par la FIFA et non par l'association membre concernée. Le territoire sur lequel l'examen a été passé ne sera pas pris en considération dans l'éventualité d'une résolution de litiges ou pour une quelconque question disciplinaire. Il n'en sera pas fait mention sur la Plateforme des agents de la FIFA.

3.20 La cotisation annuelle à la FIFA peut-elle être payée en plusieurs versements ?

Non. La cotisation annuelle (USD 600) doit être payée en une seule fois depuis le système de paiement sécurisé en ligne intégré à la Plateforme des agents de la FIFA. Toutes les solutions de paiement par carte de débit et de crédit les plus répandues sont acceptées.

3.21 Un agent doit-il contracter une assurance responsabilité civile professionnelle pour obtenir et conserver une licence ?

Non. Il n'est pas nécessaire de contracter une assurance responsabilité civile professionnelle pour obtenir et conserver une licence d'agent. En revanche, les agents sont encouragés à contracter une assurance, et la souscription d'une couverture d'assurance relève de leur responsabilité.

3.22 Combien d'années la licence d'agent est-elle valable ?

La licence d'agent est émise pour une durée indéterminée, sous réserve du respect permanent des critères d'éligibilité, du paiement des frais de licence, du respect des obligations de rapport et de l'obtention d'un nombre suffisant de crédits au titre de la formation professionnelle continue. Les frais de licence doivent être payés chaque année, au plus tard le 30 septembre.

3.23 Quelle procédure doivent suivre les personnes ayant obtenu une licence d'agent de joueurs avant le 1er avril 2015 en vue d'obtenir une licence d'agent conforme au Règlement sur les agents de la FIFA ?

Une personne qui a obtenu une licence d'agent conformément aux dispositions des éditions 1991, 1995, 2001 ou 2008 du Règlement des Agents de Joueurs de la FIFA est exemptée de l'examen de la FIFA si :

i. elle dépose une demande de licence via la Plateforme des agents de la FIFA avant le 30 septembre 2023 ;

ii. elle fournit la preuve de l'obtention d'une licence d'agent conformément aux dispositions des éditions 1991, 1995, 2001 ou 2008 du Règlement des Agents de Joueurs de la FIFA ;

iii. elle satisfait aux critères d'éligibilité énoncés à l'article 5 du Règlement sur les agents de la FIFA au moment de sa demande ;

iv. elle fournit la preuve, dans le cadre de sa demande, qu'elle était enregistrée en qualité d'intermédiaire ou était propriétaire, dirigeante ou employée d'une personne morale enregistrée en qualité d'intermédiaire auprès d'une association membre entre le 1er avril 2015 et la date d'approbation du Règlement sur les agents de la FIFA ;

v. elle se conforme à l'article 7 du Règlement sur les agents de la FIFA après que le secrétariat général de la FIFA a confirmé l'exemption d'examen.

Si un agent titulaire d'une ancienne licence suit cette procédure et remplit les critères pertinents, une nouvelle licence peut lui être délivrée. Il doit par la suite satisfaire aux exigences établies dans le Règlement sur les agents de la FIFA en matière d'émission de licence. La seule exception concerne le nombre de crédits à obtenir tous les ans pendant cinq ans au titre de la formation professionnelle continue, tel que précisé dans la circulaire annuelle.

3.24 Un candidat doit-il avoir été enregistré en qualité d'intermédiaire sans interruption entre le 1er avril 2015 et la date d'approbation du Règlement sur les agents de la FIFA pour demander une exemption d'examen ?

Non. Les candidats doivent fournir la preuve d'un seul enregistrement en qualité d'intermédiaire – par exemple sous la forme d'une transaction conforme au règlement national sur les intermédiaires de l'association membre concernée – effectué entre le 1er avril 2015 et la date d'approbation du règlement. Il n'est pas nécessaire de justifier d'une activité d'intermédiaire ininterrompue.

3.25 Qu'en est-il des intermédiaires enregistrés entre le 1er avril 2015 et la date d'approbation du Règlement sur les agents de la FIFA ?

Les intermédiaires actuellement enregistrés auprès d'une association membre devront obtenir une licence d'agent au cours de la période de transition de neuf mois (du 9 janvier 2023 au 30 septembre 2023) s'ils souhaitent continuer à exercer le métier d'agent et à fournir des services d'agent après la date d'entrée en vigueur du règlement, à savoir le 1er octobre 2023. Durant cette période de transition, ils auront deux possibilités de passer l'examen et pourront continuer à travailler en qualité d'intermédiaire.

Ainsi, durant la période de transition, les associations membres pourront, d'une part, enregistrer des intermédiaires conformément au Règlement de la FIFA sur la collaboration avec les intermédiaires, et, d'autre part, participer au processus d'émission de licences d'agent prévu par le Règlement sur les agents

de la FIFA, qui remplacera l'enregistrement des intermédiaires à compter du 1er octobre 2023. Pendant la période de transition, l'obtention d'une licence d'agent ne remplace pas l'enregistrement en qualité d'intermédiaire.

À compter du 1er octobre 2023, date à laquelle le Règlement sur les agents de la FIFA entrera pleinement en vigueur, le rôle d'intermédiaire n'existera plus. Les intermédiaires devront suivre la procédure d'obtention de licence et passer l'examen ou effectuer une demande de licence en vertu d'une législation nationale.

3.26 Un agent peut-il suspendre volontairement sa licence ?

Oui. Un agent peut demander une suspension temporaire de sa licence à tout moment (cf. art. 10 du règlement).

La suspension temporaire n'est soumise à aucune durée maximale et peut être demandée en cas de raison justifiée, pour des raisons personnelles ou médicales par exemple, ou en vue d'un congé sabbatique. La personne concernée ne peut plus exercer une quelconque activité d'agent pendant toute la durée de cette suspension.

3.27 Que se passe-t-il en cas d'annulation de la licence d'agent ?

Une licence peut être annulée pour deux raisons : (i) volontairement par une personne, par exemple si celle-ci ne souhaite plus exercer la fonction d'agent ; ou (ii) sur décision de la FIFA pour des motifs réglementaires.

Une personne ayant sollicité l'annulation de sa licence doit se conformer de nouveau à l'ensemble de la procédure de demande de licence, à une date ultérieure, sous réserve qu'elle satisfasse aux critères d'éligibilité.

Exemple :

Jean Lambert, un agent titulaire d'une licence, est nommé directeur sportif du FC Laville. Il ne satisfait plus aux critères d'éligibilité et annule immédiatement sa licence depuis la Plateforme des agents de la FIFA. Après avoir occupé le poste de directeur sportif pendant trois ans, il décide de démissionner pour redevenir agent. Il doit donc se conformer de nouveau à l'ensemble de la procédure de demande de licence.

EXERCER LA FONCTION D’AGENT

IV.

FIFA®

4.1 Quelles exigences un agent doit-il respecter afin de conserver sa licence ?

Pour pouvoir conserver sa licence, un agent doit :

i. ne pas avoir fait de déclaration fausse, trompeuse ou incomplète dans le cadre de sa demande de licence ;

ii. ne pas avoir été reconnu coupable dans une procédure pénale (ni aucun accord y afférent) portant sur le crime organisé, le trafic de drogues, la corruption, le blanchiment d'argent, l'évasion fiscale, la fraude, la manipulation de matches, le détournement de fonds, la malversation, la violation des obligations fiduciaires, la contrefaçon, une faute professionnelle, des violences sexuelles, un crime violent, le harcèlement, l'exploitation ou le trafic d'enfants ou d'adultes vulnérables ;

iii. n'avoir jamais fait l'objet d'une suspension d'au moins deux ans, d'une exclusion ou d'une radiation prononcée par une autorité réglementaire ou une instance sportive dirigeante pour infraction aux règles en matière d'éthique ou de déontologie professionnelle ;

iv. ne pas être un officiel ni un employé de la FIFA, d'une confédération, d'une association membre, d'une ligue, d'un club, d'une entité représentant les intérêts de clubs ou de ligues, ou de toute autre organisation directement ou indirectement liée à ces organisations ou entités ; la seule exception à cette règle concerne les personnes nommées ou élues au sein d'un organe de la FIFA, d'une confédération ou d'une association membre pour représenter les intérêts des agents ;

v. ne pas avoir – personnellement ou via l'agence dont il dépend – des intérêts dans un club, une académie, ou une ligue ;

vi. au cours des deux ans précédant sa demande de licence, ne jamais avoir été surpris à fournir des services d'agent sans posséder la licence requise ;

vii. au cours des cinq ans précédant sa demande de licence (et après sa demande, y compris après avoir obtenu une licence le cas échéant), ne jamais avoir déclaré être ni avoir été personnellement déclaré en faillite ou avoir été actionnaire majoritaire, administrateur ou dirigeant d'une entreprise ayant déclaré être en faillite, été mise en redressement judiciaire et/ou mise en liquidation ;

viii. au cours des 12 mois précédant sa demande de licence (et après sa demande, y compris après avoir obtenu une licence le cas échéant), n'avoir eu aucun intérêt dans une entité, entreprise ou organisation concevant, organisant ou gérant des activités de paris sportifs à des fins lucratives.

Chaque année, l'agent doit également :

i. s'acquitter de la cotisation annuelle auprès de la FIFA ;

ii. satisfaire à ses obligations en matière de rapport ;

iii. satisfaire aux exigences relatives à la formation professionnelle continue.

4.2 Une licence d'agent peut-elle être transférée à une autre personne ?

Non. Une licence d'agent n'est pas transférable.

4.3 Un agent doit-il être enregistré auprès d'une association membre pour proposer des services d'agent sur le territoire concerné ?

Non. Les personnes ayant obtenu une licence d'agent peuvent librement fournir des services d'agent partout dans le monde, sauf dispositions supplémentaires relatives à l'enregistrement en vertu de la législation nationale d'un territoire donné. Par ailleurs, une association membre peut exiger que les agents acceptent d'être soumis au règlement national sur les agents ou à tout autre règlement relatif aux services fournis par les agents avant de pouvoir exercer leurs activités d'agent sur son territoire.

4.4 Un agent peut-il exercer ses activités via une société ? Si oui, le Règlement sur les agents de la FIFA impose-t-il des limites ?

Oui. Un agent peut exercer ses activités via une agence.

Une agence est définie comme une organisation, entité, société ou entreprise privée engageant, comprenant ou employant un ou plusieurs agent(s), ou agissant en qualité d'intermédiaire pour les activités d'un ou plusieurs agent(s).

À moins qu'il soit lui-même un agent, un employé ou prestataire travaillant pour l'agence ne peut pas fournir de services d'agent ni effectuer d'approche auprès d'un client potentiel en vue de conclure un accord de représentation. Un agent demeure entièrement responsable des activités de son agence, de ses employés, prestataires et autres représentants dans l'hypothèse où ils enfreindraient le règlement.

Il est interdit aux personnes physiques ou morales suivantes d'avoir un intérêt dans les activités d'une agence :

i. Les clients.
ii. Toute personne inéligible à la fonction d'agent.
iii. Toute personne ou entité possédant ou détenant, directement ou indirectement, des droits liés à l'enregistrement d'un joueur, en violation de l'article 18bis ou de l'article 18ter du Règlement du Statut et du Transfert des Joueurs de la FIFA.

Un accord de représentation peut être conclu entre une agence et un client sous réserve que l'agence soit représentée par un agent et que l'accord en question soit signé par ledit agent. Si ces exigences sont respectées, l'agence aura alors qualité pour agir.

4.5 Quelles tâches peuvent accomplir les employés d'une agence qui ne détiennent pas de licence ?

Bien que le règlement ne précise pas les tâches que les employés ne possédant pas de licence peuvent accomplir, ceux-ci s'occupent essentiellement des aspects administratifs. Les activités figurant dans la liste non exhaustive ci-dessous sont considérées comme des tâches de nature administrative :

i. Fournir un appui administratif à un agent pour la production de documents/lettres (en lien ou non avec une transaction)
ii. Organiser des rencontres entre agents et clients (dès lors que ce service n'entraîne ni paiement ni demande de paiement)
iii. Fournir une aide concernant les aspects pratiques du déménagement d'un joueur ou entraîneur (sans lien avec les dispositions contractuelles ou financières)

4.6 Un agent peut-il représenter un mineur ?

Oui, sous certaines conditions.

Un agent souhaitant représenter un mineur ou représenter un club dans une transaction impliquant un mineur doit d'abord valider le module de formation professionnelle continue sur les mineurs depuis la Plateforme des agents.

En outre, l'agent doit prendre en compte les éléments suivants :

i. Il doit se conformer aux exigences prévues par le droit applicable, en particulier en matière de représentation des mineurs, dans le pays ou sur le territoire de l'association membre où le mineur sera employé.
ii. Une approche ne peut avoir lieu plus de six mois avant que ledit mineur atteigne l'âge auquel il est en droit de signer son premier contrat professionnel.
iii. Une approche ne peut avoir lieu qu'après que l'agent a obtenu le consentement écrit du tuteur légal du mineur.

En outre, un accord de représentation entre un agent et un mineur a uniquement force exécutoire lorsque :

i. l'accord de représentation satisfait aux exigences minimales énoncées à l'article 12, alinéa 7 du Règlement sur les agents de la FIFA ;
ii. l'agent satisfait aux exigences susmentionnées (formation professionnelle continue et dispositions des alinéas (i), (ii) et (iii)) ;
iii. l'accord de représentation est signé par le mineur et son tuteur légal, tel que prévu par le droit applicable dans le pays ou sur le territoire de l'association membre où ce mineur sera employé.

Un règlement national sur les agents pouvant comporter des dispositions plus strictes que celles énoncées dans le Règlement sur les agents de la FIFA, les agents doivent être au fait des règlements imposant des exigences

supplémentaires en vue d'exercer sur le territoire de l'association membre (une demande d'extrait de casier judiciaire par exemple) ou interdisant complètement la représentation des mineurs.

4.7 Un agent peut-il représenter des joueurs et des entraîneurs amateurs ?

Oui. Un agent peut représenter des joueurs et/ou des entraîneurs amateurs.

Toutefois, si ces individus ne perçoivent pas de rémunération, aucune indemnité de service ne pourra être calculée et, donc, versée à l'agent pour les services fournis dans le cadre de la transaction concernée.

Les défraiements et avantages similaires que les joueurs et entraîneurs enregistrés peuvent obtenir (faibles subventions et/ou remboursements de frais de transport, de nourriture ou d'achat d'équipement sportif) ne peuvent servir de base à un quelconque calcul et au versement d'une indemnité de services.

4.8 Un agent peut-il représenter des clients dans le cadre d'un transfert en prêt ?

Oui. Un transfert en prêt est un type de transaction. Le transfert de l'enregistrement d'un joueur peut être temporaire ou permanent.

4.9 Un agent peut-il représenter des joueurs ou des entraîneurs dans le cadre de négociations visant à mettre fin à un contrat de travail ?

Oui. Un paiement négocié pour le compte d'un joueur ou d'un entraîneur dans le cadre de la résiliation d'un contrat de travail est considéré comme une rémunération. L'indemnité de service devra être calculée sur la base de cette rémunération.

4.10 Un accord de représentation peut-il être résilié à tout moment ?

Oui, et ce même si la partie résiliant l'accord le fait sans juste cause. Néanmoins, une partie annulant ou résiliant un accord de représentation sans juste cause est tenue de dédommager l'autre partie pour les dommages encourus. Un accord de représentation peut être résilié avec juste cause lorsqu'il n'est raisonnablement plus possible d'attendre d'une partie, en vertu du principe de bonne foi, qu'elle poursuive la relation contractuelle pour la durée convenue. Ceci inclut, sans toutefois s'y limiter, les situations suivantes :

i. L'annulation ou la suspension d'une licence d'agent.
ii. Une interdiction d'exercer toute activité relative au football.
iii. Une interdiction d'enregistrer de nouveaux joueurs, à l'échelle nationale ou internationale, pendant au moins une période d'enregistrement complète.

4.11 Quelles sont les obligations à respecter pour qu'un accord de représentation soit valable ?

Conformément à l'article 12, alinéa 7 du règlement, un accord de représentation n'est valable que s'il comprend au minimum :the names of the parties;

i. le nom des parties ;
ii. la durée (le cas échéant) ;
iii. le montant de l'indemnité de service due à l'agent ;
iv. la nature des services d'agent à fournir ;
v. la signature des parties.

4.12 Est-il suffisant d'intégrer, dans l'accord de représentation, une clause indiquant si un avis juridique indépendant a été recherché ?

Un document écrit, séparé, doit être rédigé pour indiquer si le joueur ou l'entraîneur a sollicité ou non un avis juridique indépendant avant de conclure l'accord de représentation.

4.13 Un agent peut-il approcher un joueur ou un entraîneur lié à un autre agent par un accord de représentation exclusif ?

Non. Un agent peut uniquement approcher un client lié à un autre agent par un accord de représentation exclusif au cours des deux derniers mois de l'accord en question.

4.14 Un agent peut-il céder ou sous-traiter des services d'agent ?

Oui, à condition que les services d'agent soient cédés à un agent et sous réserve d'avoir obtenu le consentement éclairé du client. Le consentement doit être donné au moment de la cession ou de la sous-traitance.

4.15 Que se passe-t-il si un agent communique avec l'entraîneur de son client ?

L'article 16, alinéa 3 (b) du règlement établit qu'un agent n'est pas autorisé à offrir ou verser un avantage indu – personnel, pécuniaire ou autre – à un officiel ou employé d'une association membre, d'un club ou d'une ligue centralisée. Cela inclut, entre autres, toute tentative visant à influencer le choix d'un entraîneur de convoquer un joueur donné ou toute tentative visant à influencer un directeur sportif ou un entraîneur en vue de faire signer un joueur donné. Le cas échéant, l'agent s'expose à des sanctions disciplinaires pouvant aller jusqu'à l'annulation de sa licence d'agent.

4.16 Combien de clients un agent peut-il représenter dans une même transaction ?

L'un des principaux objectifs du règlement est de « [l]imiter les conflits d'intérêts afin de protéger les clients contre tout comportement contraire à l'éthique » (cf. art. 1, al. 2 (c)).

À cette fin, le principe général veut qu'un agent ne puisse fournir des services d'agent que pour une seule partie dans le cadre d'une transaction. Une exception autorise cependant un agent à fournir des services d'agent ou d'autres services pour un individu et une entité d'arrivée dans le cadre de la même transaction : on parle alors d'un cas de double représentation autorisée (cf. art. 12, al. 8 du règlement).

Par exemple, si un agent souhaite fournir des services d'agent à une entité d'arrivée et un individu dans une même transaction dans le cadre d'une double représentation, il ne peut le faire qu'avec le consentement écrit préalable des deux clients. L'entité d'arrivée peut alors payer jusqu'à la moitié du montant total dû à l'agent au titre de l'indemnité de service.

Cela signifie qu'un agent ne peut fournir de services d'agent ou d'autres services dans le cadre d'une même transaction pour :

i. une entité de départ et un individu ;
ii. une entité de départ et une entité d'arrivée ; ou
iii. toutes les parties (entité de départ, entité d'arrivée et individu).

Si un agent fournit des services d'agent ou d'autres services à une entité de départ dans une transaction, il ne peut donc fournir aucun service de ce type aux autres parties (entité d'arrivée ou individu) dans le cadre de cette transaction.

4.17 Un agent peut-il, au cours d'une transaction, résilier un accord de représentation avec un joueur, conclure ensuite un accord de représentation avec le club qui libère et de nouveau conclure un accord avec le joueur en question ?

Il s'agit d'un cas de « transposition », soit une situation au cours de laquelle un agent représente un joueur puis change de position pour représenter un club, en l'occurrence le club qui libère, dans une même transaction. Chaque cas est différent, mais il est fortement probable que cela relève de l'article 16, alinéa 2 (c) du règlement interdisant les conflits d'intérêts, et/ou de l'article 18, alinéa 2 (d) du règlement interdisant aux clubs d'interférer avec la liberté de choix de son agent par un individu ou d'influencer ce choix. La transposition est donc susceptible de donner lieu à une enquête et d'entraîner des sanctions.

4.18 Un agent peut-il, durant une transaction au cours de laquelle il représente un joueur et un club qui engage, se voir confier un mandat par le club qui engage uniquement, en vue de transférer ledit joueur à l'avenir ?

Le principe général veut qu'un agent ne puisse fournir des services d'agent que pour une seule partie dans le cadre d'une transaction. Une exception autorise toutefois un agent à fournir des services d'agent ou d'autres services pour un individu et une entité d'arrivée dans le cadre de la même transaction : on parle alors d'un cas de double représentation autorisée.

Dans l'exemple ci-dessus, en fonction des circonstances, il est fortement probable que la situation de l'agent relève du conflit d'intérêts. C'est le cas, notamment, si un agent représente, au cours d'une transaction, un individu devant être transféré dans un club et qu'il conclut parallèlement (ou peu après) un accord avec le club en question en vue d'un potentiel transfert ultérieur du même individu. Cette situation peut générer un conflit d'intérêts, car l'agent espère conclure avec le club d'arrivée (et donc le futur club qui libère) un accord avantageux relatif à sa future indemnité de service, et ne se concentre pas exclusivement sur la conclusion d'un accord avantageux pour le joueur au moment de sa signature avec le club. En résumé, le transfert ultérieur peut influencer les motivations de l'agent au cours de la première transaction. Ce type de situation peut donc faire l'objet d'une enquête.

4.19 Un agent peut-il fournir d'autres services à un client ?

Oui. Dans l'absolu, un agent peut fournir d'autres services à un client. En revanche, comme ce terme l'indique, les autres services ne constituent pas l'activité principale d'un agent et ils ne peuvent primer sur les services d'agent.

À cet égard, la FIFA doit prêter une attention particulière à ce type d'accords afin d'établir s'ils sont volontairement utilisés par les parties impliquées pour contourner les principes du règlement concernant la rémunération de l'agent. En vertu de l'article 15, alinéa 4 du règlement, tout paiement pour d'autres services à un agent par un client dans les 24 mois précédant ou suivant une transaction est, jusqu'à preuve du contraire, considéré comme faisant partie de l'indemnité de service payée pour les services d'agent fournis dans le cadre de cette transaction.

En vertu de l'article 12, alinéa 8 du règlement, un agent ne peut fournir des services d'agent ou d'autres services que pour une seule partie dans le cadre d'une transaction. La seule exception étant que ces services peuvent être fournis dans le cadre d'une double représentation impliquant un individu et une entité d'arrivée. À noter que, dans ce cas, les deux clients doivent avoir donné leur consentement écrit préalable. En conséquence, en vertu de l'article 12, alinéa 9 du règlement, il n'est pas possible de fournir à la fois des services d'agent et d'autres services à d'autres combinaisons de clients.

4.20 Quel est le montant maximal de l'indemnité de service payable pour des services d'agent dans le cadre d'une transaction ?

Indépendamment du nombre d'agents fournissant des services d'agent à un client particulier, le montant maximal de l'indemnité de service payable pour des services d'agent dans le cadre d'une transaction est le suivant :

Client	Plafonnement de l'indemnité de service	
	La rémunération annuelle de l'individu est inférieure ou égale à USD 200 000 (ou équivalent)	La rémunération annuelle de l'individu est supérieure à USD 200 000 (ou équivalent)
Individu	5% de la rémunération de l'individu	3% de la rémunération de l'individu
Entité d'arrivée	5% de la rémunération de l'individu	3% de la rémunération de l'individu
Entité d'arrivée et individu (cas de double représentation autorisée)	10% de la rémunération de l'individu	6% de la rémunération de l'individu
Entité de départ (indemnité de transfert)	10% de l'indemnité de transfert	

Si la rémunération d'un individu (sans paiements conditionnels) est supérieure à USD 200 000 (ou son équivalent dans une autre devise), le montant dépassant annuellement cette limite est sujet à un plafonnement de l'indemnité de service de 3% si l'agent représente un individu ou une entité d'arrivée, et de 6% si l'agent représente à la fois une entité d'arrivée et un individu (cas de double représentation autorisée). Afin de déterminer le plafonnement de l'indemnité de service, le calcul de la rémunération de l'individu n'inclut aucun paiement conditionnel.

Le calcul de l'indemnité de transfert ne doit inclure aucun montant payé à titre de dédommagement pour rupture de contrat (en vertu de l'article 17 ou de l'annexe 2 du Règlement du Statut et du Transfert des Joueurs de la FIFA), ni aucune prime à la revente. En revanche, tout paiement conditionnel ne constituant pas une prime à la revente (prime de loyauté ou de rendement, etc.) peut être inclus dans le calcul de l'indemnité de transfert.

Exemple :

Dans le cadre du transfert du Joueur D du Club A (le club qui libère) vers le Club B (le club qui engage), le Club B paie USD 1 000 000 au titre de l'indemnité

de transfert, avec une prime à la revente de 20% en faveur du Club A. Un agent représentant le Club A est en droit de recevoir une indemnité de service maximale de USD 100 000 (la prime à la revente ne donnant droit à aucune indemnité de service).

Dans le cadre du transfert en question, le Joueur D recevra une rémunération fixe de USD 1 000 000 au titre d'un contrat de travail d'un an, avec un paiement conditionnel de USD 500 000. Le Joueur D était représenté par un agent lors du transfert. La première étape consiste donc à calculer le pourcentage de commission effectif pour l'année concernée. Ici, le pourcentage pour l'année concernée est de 3,40% (5% du montant de USD 200 000 + 3% du montant de USD 800 000 = 3,40% du montant de USD 1 000 000). L'agent a donc droit à une indemnité de service maximale de USD 34 000 par an. Le même pourcentage de commission effectif devra être appliqué pour tout futur paiement conditionnel relatif à l'année en question.

La formule ci-dessous peut aider les parties impliquées à calculer le pourcentage de commission effectif applicable pour chaque transaction :

Pourcentage de commission effectif.xlsx

Le pourcentage de commission effectif s'appliquera à l'année concernée, comme illustré dans l'exemple ci-dessus.

4.21 Quels montants serviront de base au calcul des indemnités de service dues à un agent ?

L'agent représente un joueur/entraîneur ou une entité d'arrivée

Si un agent fournit des services d'agent à un joueur, un entraîneur ou une entité d'arrivée, les indemnités de service dues à l'agent pour ses services seront calculées sur la base de la rémunération du joueur ou de l'entraîneur.

La rémunération comprend, conformément à la définition donnée dans le règlement, la rétribution financière brute (en monnaie fiduciaire, mais également en cryptomonnaies) d'un emploi, telle que stipulée dans un contrat de travail négocié, incluant le salaire de base, toute prime à la signature et tout montant payable sous réserve du respect de certaines conditions (prime de loyauté ou de rendement, etc.).

Il convient de noter que la définition n'inclut aucune future indemnité de transfert (primes à la revente par exemple), ni aucune prestation en nature, comme la mise à disposition d'un véhicule, d'un logement ou de services téléphoniques.

L'agent représente une entité de départ

Si un agent fournit des services d'agent à une entité de départ, les indemnités de service dues à l'agent pour ses services seront calculées sur la base de

l'indemnité de transfert telle que définie dans le Règlement du Statut et du Transfert des Joueurs de la FIFA. Quoi qu'il en soit, l'indemnité de transfert ne peut inclure aucun montant payé à titre de dédommagement pour rupture de contrat en vertu de l'article 17 ou de l'annexe 2 du Règlement du Statut et du Transfert des Joueurs de la FIFA, ni aucune prime à la revente.

4.22 Qui doit payer l'indemnité de service due à l'agent ?

Le Règlement sur les agents de la FIFA établit le principe selon lequel « le client paie » (cf. art. 14). En résumé, seul le client ayant recouru à un agent pour des services d'agent paie l'indemnité de service pour le travail effectué. Il en découle que si un agent représente, par exemple, un joueur ou un entraîneur dans le cadre de leur négociation de contrat avec un club, il reviendra au joueur ou à l'entraîneur de payer l'indemnité de service applicable. Il est interdit à un employeur, par exemple un club, de payer l'indemnité de service au nom du joueur ou de l'entraîneur.

Exemple :

- *Ricardo, un agent, représente Sana, une joueuse professionnelle. Ricardo a assisté Sana dans la signature d'un contrat de travail avec le FC Attaquantes. Chaque trimestre, il envoie à Sana une facture pour le paiement de l'indemnité de service liée à la négociation du contrat, conformément à l'accord de représentation. Sana vérifie la facture et paie l'indemnité de service depuis son propre compte bancaire.*
- *L'AFC Ballon souhaite recruter Nacho, un joueur ayant Walter pour agent. Walter et Nacho demandent que l'AFC Ballon paie la totalité de la rémunération due à Nacho ainsi que l'indemnité de service de Walter. Les représentants du club rejettent cette requête dans la mesure où elle constituerait une infraction au Règlement sur les agents de la FIFA et qu'il revient à Nacho de payer Walter pour ses services.*

4.23 Dans certains cas, l'indemnité de service peut-elle être payée directement à l'agent ?

Si l'indemnité de service due à un agent doit être payée par un joueur ou un entraîneur, l'entité d'arrivée et l'individu peuvent expressément convenir de déduire de la rémunération de l'individu le montant de l'indemnité de service due à l'agent.

En d'autres termes, l'employeur d'un joueur ou d'un entraîneur peut payer l'indemnité de service de l'agent concerné en déduisant de la rémunération de l'individu le montant payé pour l'indemnité de service, sous réserve que le joueur ou l'entraîneur le demande expressément. Cela relève alors d'une simple assistance technique/comptable en faveur de l'individu, dans la mesure où l'indemnité de service sera déduite de sa rémunération. Une fois les paiements effectués, l'individu ayant accepté cette modalité doit en être informé en toute transparence.

Exemple :

- *Niko, un agent, représente Salah, un joueur professionnel. Niko a assisté Salah dans le cadre de la signature de son contrat de travail avec le FC Vert. Salah souhaite que son nouvel employeur prenne en charge les aspects administratifs relatifs au paiement de l'indemnité de service de Niko. Il demande, par écrit, au FC Vert de déduire l'indemnité de service de son salaire mensuel et de la verser à Niko. Le comptable du FC Vert déduit l'indemnité de service de la rémunération mensuelle de Salah, et mentionne clairement cette déduction sur le bulletin de salaire de Salah. Niko envoie chaque trimestre une facture à Salah, en mettant le FC Vert en copie. Le comptable du FC Vert verse son indemnité de service à Niko, et en informe Salah en lui faisant parvenir la preuve relative au virement.*

Payer à la place du client (exception au principe selon lequel « le client paie »)

La seule exception à ce principe concerne les joueurs ou les entraîneurs dont la rémunération annuelle est inférieure ou égale à USD 200 000. Le cas échéant, le joueur ou l'entraîneur peut convenir avec l'employeur que ce dernier paie, en son nom, l'indemnité de service due à l'agent. Le montant payé pour l'indemnité de service ne peut être déduit de la rémunération de l'individu.

- *L'AFC Côte Est souhaite recruter Jean. Ce dernier est représenté par Carla, une agente. Carla demande que l'AFC Côte Est paye la rémunération de USD 150 000 à John ainsi que sa propre indemnité de service. Les représentants de l'AFC Côte Est acceptent sa requête dans la mesure où la rémunération de Jean est inférieure à USD 200 000.*

Toute implication fiscale ou toute question relative aux cotisations sociales relève de la responsabilité de chaque partie.

4.24 Existe-t-il d'autres restrictions relatives au paiement des indemnités de service des agents ?

Le Règlement sur les agents de la FIFA établit les restrictions suivantes :

1. Le paiement d'une indemnité de service doit être effectué après la clôture de la période d'enregistrement concernée.

Exemple :

- *Le joueur reçoit une rémunération annuelle fixe de USD 2,4 millions du 1er juillet 2024 au 30 juin 2025. Le joueur était représenté par un agent. Dans ce cas, l'agent est en droit de recevoir un montant de USD 76 000 qui lui sera payé après la clôture de la période d'enregistrement (le paiement sera effectué après le 31 août par exemple si le joueur a été enregistré en Espagne).*

2. Le paiement d'une indemnité de service doit être effectué tous les trois mois pour la durée du contrat de travail négocié.

Exemple :

- *Si l'on reprend l'exemple ci-dessus, l'agent sera payé par versements échelonnés tous les trois mois, et recevra donc USD 19 000 en septembre, en décembre, en mars et en juin. Les paiements doivent être effectués en versements égaux.*

3. Seule la rémunération effectivement perçue par un individu est prise en compte dans le paiement d'une indemnité de service.

Exemple :

- *Si, sur les USD 2,4 millions de rémunération annuelle fixe, USD 400 000 sont versés en tant que prime à la signature en juillet 2024, l'agent sera payé comme suit :*
- *USD 28 500 en septembre,*
- *USD 15 833,34 en décembre, en mars et en juin.*

4. Un agent représentant une entité de départ n'est payé qu'après réception par l'entité de départ de chaque versement de l'indemnité de transfert qui lui est due.

Exemple :

- *Dans le cadre du transfert du Joueur D du Club A (le club qui libère) vers le Club B (le club qui engage), le Club B paie USD 1 000 000 au titre de l'indemnité de transfert, avec un paiement initial de USD 500 000 qui devra être versé en juillet, suivi de versements de USD 100 000 au cours des cinq mois suivants. Un agent représentant le Club A a droit à une indemnité de service maximale de USD 100 000 qui devra être payée comme suit :*
- *USD 50 000 en juillet, et*
- *USD 10 000 en août, septembre, octobre, novembre et en décembre.*

4.25 Les indemnités de service peuvent-elles se présenter sous forme de commissions/avances sur honoraire/rémunération horaire/indemnités journalières/indemnités fixes ?

Oui. Dès lors que l'indemnité de service ne dépasse pas le montant maximal payable stipulé, toutes les parties à l'accord de représentation sont libres de convenir de la forme souhaitée.

4.26 Le paiement d'une indemnité de service à un agent doit-il s'effectuer par le biais de la Chambre de compensation de la FIFA ?

Tout paiement d'une indemnité de service à un agent doit s'effectuer par le biais de la Chambre de compensation de la FIFA, conformément au Règlement de la Chambre de compensation de la FIFA.

Si ce dernier ne régit pas (encore) les modalités de paiement d'une indemnité de service à un agent lors de l'entrée en vigueur du Règlement sur les agents de la FIFA, chaque paiement doit alors être effectué directement à l'agent concerné jusqu'à ce que ce soit le cas.

La FIFA a opté pour cette modalité en vue de garantir un système de paiement transparent et efficace, destiné à faciliter les paiements pour toutes les parties impliquées et à fournir, le cas échéant, une procédure de résolution des litiges plus simple.

4.27 Un agent peut-il fournir des services avant d'avoir conclu un accord de représentation ?

Non. L'article 12, alinéa 1 indique clairement qu'un agent peut uniquement fournir des services d'agent pour un client après avoir conclu un accord de représentation écrit avec ce client.

4.28 Quelle est la durée d'un accord de représentation ?

Un accord de représentation conclu entre un individu et un agent est valable pour une durée maximale de deux ans. Cette durée ne peut être prolongée que par la conclusion d'un nouvel accord de représentation écrit, et un accord ne peut être reconduit tacitement. Ainsi, toute disposition prévoyant un renouvellement automatique sera considérée nulle. Les éventuelles modifications et prolongations doivent être mentionnées sur la Plateforme des agents de la FIFA.

Exemple :

Klaus et Nelson ont conclu un accord de représentation de deux ans. Ils souhaitent prolonger leur coopération, car Klaus a récemment signé un nouveau contrat de travail de quatre ans – négocié avec l'aide de Nelson – avec son club. Pour couvrir toute la durée du contrat de travail de quatre ans, Klaus et Nelson ne pourront toutefois conclure un nouvel accord de représentation qu'après la date d'expiration de l'accord de représentation précédent.

4.29 Quelle est la durée maximale d'un accord de représentation entre un club / une association membre / une ligue centralisée et un agent ?

Un accord de représentation conclu entre un club, une association membre ou une ligue centralisée (pouvant être une entité d'arrivée ou une entité de départ) et un agent n'est soumis à aucune durée de validité maximale.

Ce type d'accord de représentation peut être interprété comme un « mandat » à durée indéterminée en vue de représenter les intérêts des clients concernés dans le cadre de futurs transferts, et pas uniquement de transferts prédéfinis.

4.30 Comment sont réglementés les mandats entre agents ?

À l'heure actuelle, les mandats entre agents ne sont pas régis par le règlement. Par l'intermédiaire de son groupe de travail sur les agents, la FIFA a prévu de proposer un modèle de mandat utilisable dans l'ensemble du secteur.

4.31 Quelles peuvent être les justes causes permettant de résilier un accord de représentation ?

Des exemples de juste cause permettant de résilier un accord de représentation émergeront inéluctablement une fois que la chambre des agents du Tribunal du Football sera opérationnelle. De manière générale, un accord de représentation peut être résilié avec juste cause lorsqu'il n'est raisonnablement plus possible d'attendre d'une partie, en vertu du principe de bonne foi, qu'elle poursuive la relation contractuelle pour la durée convenue.

Ceci inclut, sans toutefois s'y limiter, les situations suivantes :

i. L'annulation ou la suspension de la licence de l'agent.
ii. L'interdiction, pour un joueur ou un entraîneur, d'exercer toute activité relative au football.
iii. Le non-paiement de l'indemnité de service d'un agent de la part d'un client.
iv. L'interdiction, pour un club, d'enregistrer de nouveaux joueurs, à l'échelle nationale ou internationale, pendant au moins une période d'enregistrement.

4.32 Quelle est la principale mission d'un agent ?

Un agent a pour mission principale et pour obligation d'agir dans le meilleur intérêt de son client. L'obligation fiduciaire sous-tend la relation agent-client, aussi bien en vertu du droit applicable que du règlement.

4.33 Qui peut vérifier si une personne a bien obtenu une licence d'agent ?

Tout le monde. Tout un chacun est en mesure de vérifier qu'une personne est bien un agent, en consultant le répertoire des agents de la FIFA depuis le site internet de la FIFA. Le répertoire des agents de la FIFA est la seule source officielle en la matière.

Tous les clients potentiels doivent vérifier les références de toute personne se présentant comme un agent en insérant les informations correspondantes dans le répertoire des agents de la FIFA.

4.34 Que se passe-t-il si l'une des parties enfreint un article du Règlement sur les agents de la FIFA ?

La Commission de Discipline de la FIFA et/ou la Commission d'Éthique indépendante sont compétentes pour prononcer les sanctions applicables à l'encontre d'un agent ou d'un client reconnu coupable d'avoir enfreint le Règlement sur les agents de la FIFA, les Statuts ou tout autre règlement de la FIFA.

DIVULGATION ET PUBLICATION

V.

FIFA®

5.1 Qui peut accéder à la Plateforme des agents ?

Le grand public peut accéder à la Plateforme des agents uniquement afin de déposer une demande de licence d'agent.

Une fois sa licence obtenue, l'agent aura pleinement accès à la plateforme, depuis laquelle il devra mener ses obligations de divulgation et de rapport. Il doit également verser sa cotisation annuelle et valider les modules de formation professionnelle continue depuis la plateforme.

Le répertoire des agents sera librement accessible au grand public depuis le site internet de la FIFA.

5.2 Quelles sont les obligations des agents en matière de rapport ?

Les agents doivent satisfaire à des exigences significatives vis-à-vis de la FIFA en matière de rapport. Chaque agent doit déposer sur la plateforme :

i. dans les 14 jours suivant la conclusion, l'amendement ou la résiliation d'un accord de représentation : l'accord de représentation pertinent et les informations demandées sur la plateforme ;
ii. dans les 14 jours suivant la conclusion : tout accord autre qu'un accord de représentation conclu avec un client, y compris, sans toutefois s'y limiter, les accords liés à d'autres services, ainsi que les informations demandées sur la plateforme ;
iii. dans les 14 jours suivant le paiement d'une indemnité de service : les informations demandées sur la plateforme ;
iv. dans les 14 jours suivant le paiement d'une indemnité liée à un accord autre qu'un accord de représentation conclu avec un client : les informations demandées sur la plateforme ;
v. dans les 14 jours suivant l'événement : tout arrangement contractuel ou autre entre des agents en vue de coopérer dans la prestation de services ou de partager les revenus ou profits de tout ou partie de leurs services d'agent ;
vi. dans les 14 jours suivant l'événement : toute information pouvant avoir une influence sur l'obligation à satisfaire aux critères d'éligibilité ;
vii. dans les 14 jours suivant l'événement : tout règlement à l'amiable conclu avec un client ou un autre agent.

S'il mène ses activités par le biais d'une agence, il doit déposer sur la plateforme :

i. dans les 14 jours suivant la première transaction impliquant l'agence : la structure de propriété, l'identité des actionnaires, la part du capital qu'il détient, et/ou l'identité des bénéficiaires effectifs ;

ii. dans les 14 jours suivant la première transaction impliquant l'agence : le nombre d'agents utilisant la même agence pour mener leurs activités et le nom de tous ses employés ;

iii. dans les 30 jours suivant l'événement : tout changement aux informations fournies précédemment sur l'agence.

Tout agent doit également respecter diverses obligations en matière de rapport vis-à-vis de ses clients. Il doit :

i. immédiatement informer un client de toute offre écrite (par quelque moyen de communication que ce soit) reçue pour ledit client dès lors qu'une offre écrite est liée à une potentielle transaction (offre d'emploi, enregistrement ou transfert, etc.) ; les offres n'incluent pas les contrats commerciaux, le sponsoring, etc. ;

ii. fournir à un client, sur demande, une copie de l'accord de représentation conclu ou de tout autre accord écrit en lien avec d'autres services, une copie du contrat de travail ou de tout autre document écrit obtenu dans le cadre des services d'agent, ainsi qu'un échéancier détaillant les paiements de quelque sorte que ce soit effectués au bénéfice de l'agent dans le cadre d'une transaction dans laquelle il est impliqué ;

iii. coopérer, sur demande, avec l'organe compétent d'une association membre, d'une confédération et/ou de la FIFA en lien avec toute demande d'information de quelque type et sous quelque forme que ce soit.

5.3 Les transactions « nationales » doivent-elles être mentionnées sur la plateforme ?

Oui, mais uniquement si le règlement national pertinent sur les agents prévoit cette obligation.

5.4 Quelles données relatives à un agent seront publiées ?

La FIFA publiera les données relatives aux agents sur trois canaux :

i. le site internet de la FIFA (accessible à tous) ;

ii. le centre de ressources juridiques de la FIFA (accessible uniquement aux clients) ;

iii. la Plateforme des agents de la FIFA (accessible uniquement aux agents, aux associations membres et à la FIFA).

Cinq ensembles de données seront publiés :

i. les noms et coordonnées de tous les agents ;

ii. les clients que les agents représentent ;

iii. les services d’agent fournis à chaque client ;

iv. toute sanction prononcée à l’encontre des agents ou de leurs clients ;

v. les détails de toutes les transactions dans lesquelles les agents sont impliqués, y compris les montants des indemnités de service payés aux agents.

5.5 Les associations membres pourront-elles accéder aux accords de représentation ?

Une association membre pourra accéder aux accords de représentation auxquels ses clubs ou ses ligues affiliés sont parties, ainsi qu’aux accords de représentation auxquels est partie un agent domicilié sur son territoire.

Une association membre n’aura pas automatiquement accès aux accords de représentation auxquels des individus sont parties, sauf s’ils relèvent de la catégorie mentionnée dans le paragraphe ci-dessus.

LITIGES

VI.

FIFA®

6.1 Quelles compétences relèvent du Tribunal du Football ?

Le Tribunal du Football se compose de trois chambres :

i. la chambre de résolution des litiges ;
ii. la chambre du statut du joueur ;
iii. la chambre des agents.

Sans préjudice du droit d'un agent ou d'un client à demander réparation auprès d'un tribunal ordinaire, la chambre des agents est compétente pour trancher un litige lorsque :

i. celui-ci découle d'un accord de représentation de dimension internationale ou est en lien avec cet accord de représentation ;
ii. une requête est déposée en ce sens conformément aux dispositions des Règles de procédure du Tribunal du Football ;
iii. moins de deux ans se sont écoulés depuis l'événement à l'origine du litige – le respect de ce délai est examiné d'office dans chaque affaire.

Un accord de représentation est considéré comme de dimension internationale lorsque :

i. il concerne des services d'agent liés à une transaction spécifiée dans le cadre d'un transfert international (ou du départ d'un entraîneur vers un club affilié à une association membre différente de celle de son précédent employeur ou vers une association membre différente de celle de son précédent employeur) ; ou
ii. il concerne des services d'agent liés à plusieurs transactions spécifiées, dont au moins une entre dans le cadre d'un transfert international (ou du départ d'un entraîneur vers un club affilié à une association membre différente de celle de son employeur précédent ou vers une association membre différente de celle de son précédent employeur).

Pour tout accord de représentation qui n'est pas considéré comme de dimension internationale, le règlement national sur les agents en vigueur dans le pays ou sur le territoire où le client est enregistré ou domicilié à la date de la signature de l'accord de représentation s'applique.

QUESTIONS DISCIPLINAIRES

VII.

FIFA®

7.1 Comment signaler une violation du Règlement sur les agents de la FIFA ?

La FIFA a mis à disposition un système en ligne spécifique et sécurisé permettant de signaler toute forme de possible comportement inapproprié ou de violation du règlement. Le lanceur d'alerte peut effectuer son signalement de manière anonyme. Le portail de signalement de la FIFA est accessible depuis le lien suivant: https://fifa.gan-compliance.com/p/Case.

7.2 Dans quelles situations les organes juridictionnels de la FIFA sont-ils compétents pour prononcer des sanctions en cas de violation du Règlement sur les agents de la FIFA ?

La Commission de Discipline et la Commission d'Éthique indépendante sont compétentes pour prononcer les sanctions à l'encontre d'un agent ou d'un client reconnu coupable d'avoir enfreint le règlement. La FIFA est compétente pour :

a. toute activité découlant d'un accord de représentation de dimension internationale (cf. art. 2, al. 2) ;
b. toute activité liée à un transfert international ou une transaction internationale.

L'association membre concernée est tenue d'imposer des sanctions à l'encontre de tout agent ou client enfreignant la réglementation nationale en matière d'agents. L'association membre concernée est compétente pour :

a. toute activité découlant d'un accord de représentation sans dimension internationale (cf. art. 2, al. 3) ;
b. toute activité liée à un transfert national ou une transaction nationale.

7.3 Quels types de sanctions peuvent-être prononcés ?

La Commission de Discipline définit les types de sanctions susceptibles d'être prononcées en cas de violation du règlement.

Les clients peuvent encourir un blâme, un avertissement, une amende, une interdiction de prendre part à toute activité liée au football (pour les individus) ou une interdiction d'enregistrer des joueurs (pour les clubs).

Les agents peuvent encourir un blâme, un avertissement, une amende, une interdiction de prendre part à toute activité liée au football ou encore la suspension, voire l'annulation de leur licence.

7.4 Quelles exigences relatives à l'obtention d'une licence un agent doit-il respecter ?

Un agent doit :

i. satisfaire en permanence aux critères d'éligibilité ;
ii. s'acquitter de la cotisation annuelle auprès de la FIFA avant la date limite indiquée sur la plateforme ;
iii. satisfaire aux exigences relatives à la formation professionnelle continue au cours d'une année ;
iv. satisfaire à ses obligations en matière de rapport.

Le non-respect de l'une de ces exigences entraînera la suspension automatique de la licence à titre provisoire.

Si un agent ne prend pas les mesures nécessaires pour satisfaire aux critères d'éligibilité après avoir été informé d'un potentiel manquement par le secrétariat général de la FIFA, le cas sera transmis à la Commission de Discipline de la FIFA pour décision.

Pour les autres cas listés, l'agent aura 60 jours pour réparer l'infraction. À défaut, sa licence sera annulée.

7.5 Que se passe-t-il si un intermédiaire n'obtient pas de licence d'agent et continue malgré tout à exercer ses activités ?

Toutes les parties à la transaction (joueurs, entraîneurs, clubs, ligues centralisées, associations membres, etc.) peuvent être sanctionnées si elles recourent aux services d'une personne ne détenant pas la licence nécessaire pour fournir des services d'agent (art. 18, al. 2 (a)). En outre, toute personne exerçant la fonction d'agent sans licence est inéligible à l'obtention d'une licence pour une période de deux ans minimum à compter de la dernière prestation de services fournie alors qu'elle ne détenait pas la licence requise. Le répertoire des agents est disponible en accès libre et tout un chacun peut vérifier si une personne détient ou non une licence d'agent.

DISPOSITIONS FINALES

VIII.

8.1 Quel est le champ d'application du règlement national sur les agents ?

Le but du règlement national sur les agents est de proposer un cadre réglementaire national en parallèle du Règlement sur les agents de la FIFA. Le règlement national sur les agents régit la fonction d'agent sur le territoire placé sous la juridiction de l'association membre concernée et s'applique à tous les accords de représentation qui ne sont pas de dimension internationale.

Le règlement national sur les agents doit :

i. intégrer les articles 11 à 21 du Règlement sur les agents de la FIFA ;
ii. intégrer toute disposition contraignante du droit national applicable ;
iii. attribuer compétence à un organe de niveau national pour la résolution des litiges, conformément à l'article 20, alinéa 3 du Règlement sur les agents de la FIFA ;
iv. attribuer compétence à un organe de niveau national pour la prise de mesures disciplinaires, conformément à l'article 21, alinéa 2 du Règlement sur les agents de la FIFA.

Les associations membres peuvent adopter des dispositions plus strictes que celles énoncées aux articles 11 à 21 du règlement. Elles peuvent également déroger à ces dispositions lorsque ces dernières entrent en conflit avec des dispositions contraignantes plus strictes prévues par la législation nationale applicable.

8.2 Comment une association membre peut-elle mettre en œuvre un règlement national sur les agents ?

Les associations membres doivent mettre en œuvre un règlement national sur les agents conformément à l'article 3 du Règlement sur les agents de la FIFA.

La FIFA a élaboré un modèle de règlement national sur les agents qui respecte les principes du Règlement sur les agents de la FIFA et vise à servir de guide aux associations membres.

8.3 Je suis un intermédiaire enregistré auprès d'une association membre. Puis-je continuer à fournir des services d'agent après le 1er janvier 2023 ?

Oui. Un intermédiaire enregistré peut fournir des services équivalents à des services d'agent dans le cadre d'accords de représentation existants jusqu'à la caducité du Règlement de la FIFA sur la collaboration avec les intermédiaires. Par la suite, l'intermédiaire enregistré devra détenir une licence d'agent pour continuer à fournir des services d'agent dans le cadre des accords de représentation en question.

8.4 Je suis un intermédiaire enregistré auprès d'une association membre. Suis-je autorisé à recevoir des indemnités dans le cadre d'accords de représentation passés ou en cours conclus avec mon client avant l'entrée en vigueur du Règlement sur les agents de la FIFA ?

Oui, à condition que l'accord de représentation soit valable et que les services aient été dûment fournis. Toutefois, la chambre des agents n'aura pas compétence pour les accords de représentation en question.

En outre, le renouvellement d'un accord de représentation existant après l'approbation du règlement est soumis aux exigences de validité énoncées dans le règlement. Tout renouvellement ne satisfaisant pas auxdites exigences sera réputé non exécutoire par la chambre des agents.

8.5 Comment fonctionne, en pratique, la période de transition visée à l'article 22 du Règlement sur les agents de la FIFA ?

La période de transition allant du 16 décembre 2022 au 30 septembre 2023 peut être expliquée comme suit :

1. Accords de représentation conclus avant le 16 décembre 2022 :

Les accords de représentation conclus avant le 16 décembre 2022 ne sont aucunement concernés, et ce que la transaction ait lieu après le 16 décembre 2022 ou après le 1er octobre 2023. En revanche, ces accords ne peuvent être prolongés. En pratique, cela signifie que le règlement ne s'applique pas à ces contrats (qu'il s'agisse du montant de la commission, de la durée, etc.).

Exemple :

Un intermédiaire a conclu un accord de représentation club-intermédiaire le 1er juillet 2022. Cet accord est conforme au règlement sur les intermédiaires applicable et à l'ensemble du droit applicable. Il prévoit que l'intermédiaire fournira des services d'intermédiaire au club pour la vente future de tout droit relatif à l'enregistrement de ses joueurs pour une période de cinq ans. Pour ces services d'intermédiaire, l'intermédiaire a droit à une commission de 20% sur toute indemnité de transfert. Cet accord de représentation reste valable jusqu'à sa date d'expiration d'origine, et son contenu n'enfreint pas le Règlement sur les agents de la FIFA. L'accord s'effectue suivant le règlement applicable sur les intermédiaires et le droit des contrats applicable. En revanche, la chambre des agents n'est pas compétente en cas d'éventuelle requête relative à l'accord de représentation en question.

2. Accords de représentation conclus entre le 16 décembre 2022 et le 30 septembre 2023 :

Pour les accords de représentation conclus entre le 16 décembre 2022 et le 30 septembre 2023, les principes suivants s'appliquent :

Les accords conclus jusqu'au 30 septembre 2023 compris ne sont pas concernés par le règlement. Si une transaction (enregistrement d'un joueur, renégociation d'un contrat de travail, etc.) en lien avec l'accord de représentation en question est conclue le 30 septembre 2023 ou à une date antérieure, le règlement n'imposera aucune restriction (sur une commission convenue par exemple) et la chambre des agents de la FIFA ne sera pas compétente.

Exemple :

Un intermédiaire a conclu un accord de représentation club-intermédiaire le 3 janvier 2023. Cet accord est conforme au règlement applicable sur les intermédiaires et à l'ensemble du droit applicable. L'accord prévoit que l'intermédiaire fournira des services d'intermédiaire au club qui engage dans la négociation d'un contrat de travail avec un joueur donné. La transaction est conclue le 20 janvier 2023. Pour les services d'intermédiaire fournis, l'accord établit que l'intermédiaire a droit à une commission représentant 20% de la rémunération du joueur. Cet accord de représentation reste valable, et son contenu n'enfreint pas le Règlement sur les agents de la FIFA. L'accord s'effectue suivant le règlement sur les intermédiaires applicable et le droit des contrats applicable. En outre, la chambre des agents n'est pas compétente pour les potentielles requêtes relatives à la transaction en question.

À compter du 1er octobre 2023, les accords de représentation (et les transactions conclues après cette date) devront satisfaire aux dispositions du règlement. Cela implique que les termes des accords devront être amendés afin qu'ils satisfassent aux dispositions du règlement. En particulier, les pourcentages de commission convenus devront être mis en conformité avec les dispositions du règlement. De même, à compter du 1er octobre 2023, les services d'agent concernés pourront être fournis uniquement par des agents détenant une licence conforme au règlement.

Exemple :

Un intermédiaire a conclu un accord de représentation club-intermédiaire le 3 janvier 2023. Cet accord est conforme au règlement applicable sur les intermédiaires et à l'ensemble du droit applicable. L'accord stipule que l'intermédiaire fournira des services d'intermédiaire au club qui engage en vue de renégocier un contrat de travail avec un joueur donné. Il prévoit également une commission de 20%. La transaction en question est conclue le 1er novembre 2023. Les dispositions suivantes doivent être prises afin d'éviter une éventuelle infraction au règlement :

Pour que l'intermédiaire puisse continuer à fournir des services d'agent, il doit obtenir une licence conforme au règlement et amender l'accord de représentation afin qu'il satisfasse aux dispositions du règlement à compter du 1er octobre 2023. En particulier, la commission doit être conforme aux dispositions du règlement relatives au plafonnement de l'indemnité de service.

La chambre des agents est compétente pour les potentielles requêtes relatives à la transaction en question.

3. Accords de représentation conclus à compter du 1er octobre 2023 :

Tous les accords de représentation conclus le 1er octobre 2023 ou à une date ultérieure doivent respecter pleinement le Règlement sur les agents de la FIFA. En principe, la chambre des agents est compétente pour les litiges en lien avec des accords de représentation de dimension internationale suffisante (telle que définie dans le règlement) conclus le 1er octobre 2023 ou à une date ultérieure.

8.6 Les accords de représentation portant sur des transactions menées entre le 16 décembre 2022 et le 1er octobre 2023 sont-ils concernés par le Règlement sur les agents de la FIFA ?

Non. Cela signifie que tout paiement versé à un intermédiaire en vertu de l'accord de représentation en question (par un club, par un joueur ou pour le compte d'un joueur) peut être effectué selon les modalités prévues par l'accord de représentation concerné indépendamment du plafonnement de l'indemnité de service visé par le règlement, et ce même si une partie des paiements doit être versée après le 1er octobre 2023.

Exemple :

Un intermédiaire a conclu un accord de représentation club-intermédiaire le 3 janvier 2023. Cet accord est conforme au règlement sur les intermédiaires applicable. L'accord stipule que l'intermédiaire fournira des services d'intermédiaire au club qui engage en vue de négocier un contrat de travail avec un joueur donné. La transaction en question est conclue le 20 janvier 2023. Pour les services d'intermédiaire fournis, l'accord établit que l'intermédiaire a droit à une commission représentant 20% de la rémunération du joueur. Cette commission doit être payée en deux versements dus en janvier et juillet 2024. Les paiements en question ne sont pas concernés par le règlement et ne constituent pas une enfreinte au règlement. L'accord s'effectue suivant le règlement sur les intermédiaires applicable et le droit des contrats applicable. En outre, la chambre des agents n'est pas compétente pour gérer un éventuel litige relatif à l'accord de représentation.

8.7 Les accords de représentation existants pourront-ils courir au-delà du 1er octobre 2023 si l'intermédiaire n'a pas obtenu de licence d'agent délivrée par la FIFA ?

Non. L'intermédiaire concerné doit obtenir une licence d'agent de la FIFA pour continuer à fournir des services d'agent dans le cadre d'accords de représentation existants. Tous les accords de représentation existants lors de l'approbation du règlement et échus au 1er octobre 2023 ou au-delà demeurent valides jusqu'à leur date d'expiration. Il n'est pas nécessaire de déposer les contrats en question sur la Plateforme des agents, mais, à compter du 1er octobre 2023, les accords de représentation ne pourront être conclus qu'avec des agents.

Exemple :

Un intermédiaire a conclu un accord de représentation de deux ans avec un joueur en janvier 2023. L'accord stipule que l'indemnité de service due à l'intermédiaire représente 15% de la rémunération du joueur. À partir de janvier 2024, l'intermédiaire (devenu agent) fournit des services d'agent au joueur pour lequel il négocie une rémunération annuelle fixe de USD 100 000. Toutefois, le Règlement sur les agents de la FIFA étant entré en vigueur, l'agent peut uniquement prétendre à 5% du salaire du joueur.

8.8 Si un intermédiaire enregistré ne parvient pas à obtenir de licence après l'entrée en vigueur du Règlement sur les agents de la FIFA, qu'adviendra-t-il de ses accords de représentation conclus préalablement ?

À compter du 1er octobre 2023, l'intermédiaire concerné doit obtenir une licence d'agent délivrée par la FIFA pour continuer à fournir des services d'agent dans le cadre d'accords de représentation existants. À défaut, il ne pourra plus fournir de services d'agent à compter du 1er octobre 2023. S'il continue à fournir des services d'agent, son client et lui-même pourront être sanctionnés.

Le règlement ne prévoit aucune conséquence portant sur les accords de représentation préexistants si l'agent concerné n'est plus en mesure de fournir les services stipulés contractuellement. Les conséquences relatives à ces accords seront en principe évaluées par la législation nationale compétente régissant les accords de représentation préexistants.

Si un accord de représentation est conclu le 1er octobre 2023 ou après cette date, et si l'agent concerné ne peut plus fournir les services stipulés conformément au Règlement sur les agents de la FIFA en raison de la non-obtention d'une licence, il reviendra à la chambre des agents de déterminer les conséquences relatives à l'accord de représentation en cas de litige, sous réserve que la chambre des agents soit compétente pour traiter le litige en question.

8.9 Que se passe-t-il si un candidat est dans l'incapacité de prouver l'existence de sa licence d'agent délivrée par la FIFA et/ou son implication dans des activités d'intermédiaire ?

Le cas échéant, la demande sera rejetée par la FIFA en vertu de l'article 23 du règlement, et la personne concernée devra soit déposer une nouvelle demande en fournissant des preuves complémentaires, soit passer l'examen d'agent.

Exemple :

Un candidat fournit une lettre dans laquelle il explique ne pas posséder la preuve officielle de la licence obtenue en 2003, mais il joint un article de journal dans lequel il est désigné en tant qu'« agent ». La FIFA rejette sa demande car les preuves sont insuffisantes.

GROUPE DE TRAVAIL SUR LES AGENTS

IX

FIFA®

9.1 Qu’est-ce que le groupe de travail sur les agents ?

Le groupe de travail sur les agents a été créé pour apporter des conseils à la FIFA sur toutes les questions liées aux agents. Il s’agit d’un organe composé de représentants des agents ainsi que de parties prenantes du football professionnel.

Les décisions du groupe de travail sur les agents ne sont pas contraignantes. Celui-ci peut uniquement soumettre des recommandations à la Commission des Acteurs du Football de la FIFA (et, ensuite, au Conseil de la FIFA).

La composition du groupe de travail sur les agents est disponible sur 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.

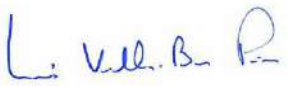
Since you were found performing Football Agent Services without the required licence and said services were performed on 14 October 2024 at the latest, as per your last communication with Person A, please be informed that this decision prevents you from submitting a new licence application in the Platform 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:

- 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.

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

- 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

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

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

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

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

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):**

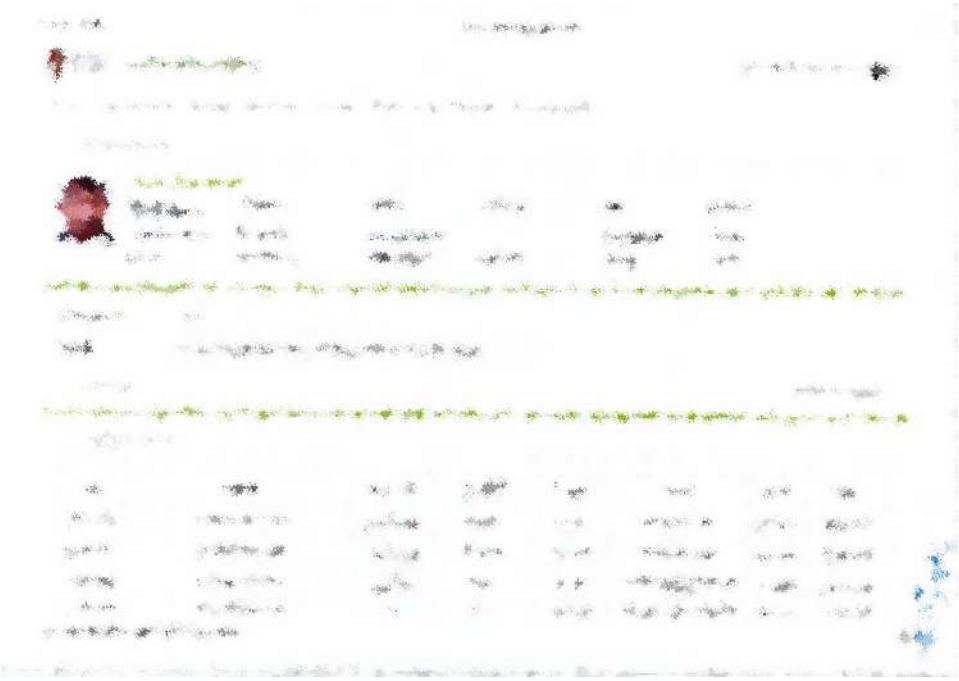
- *According to our* ***database on the 2022/2023 and 2023/2024 sports season Agent A has been registered as Club A Chairman of the Board of Directors*** *- Doc 1****;***

- *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)**:

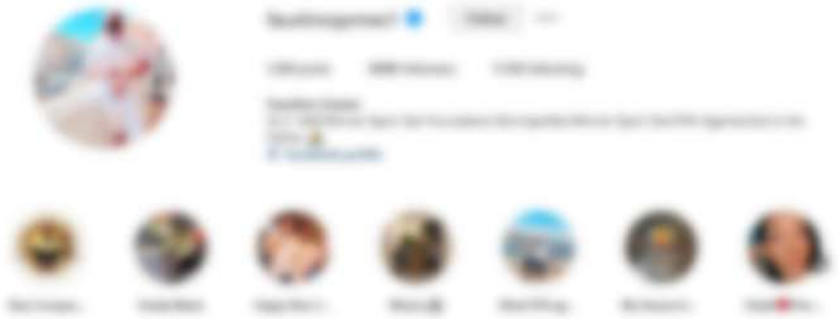
> *- The documents with which the representatives of Club AAgent A and Mr. Person B, have identified themselves to prove their identity and signatures.*
>
> *- The document containing their powers of attorney to verify and confirm their capacity to sign on behalf of Club A.*

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)**.

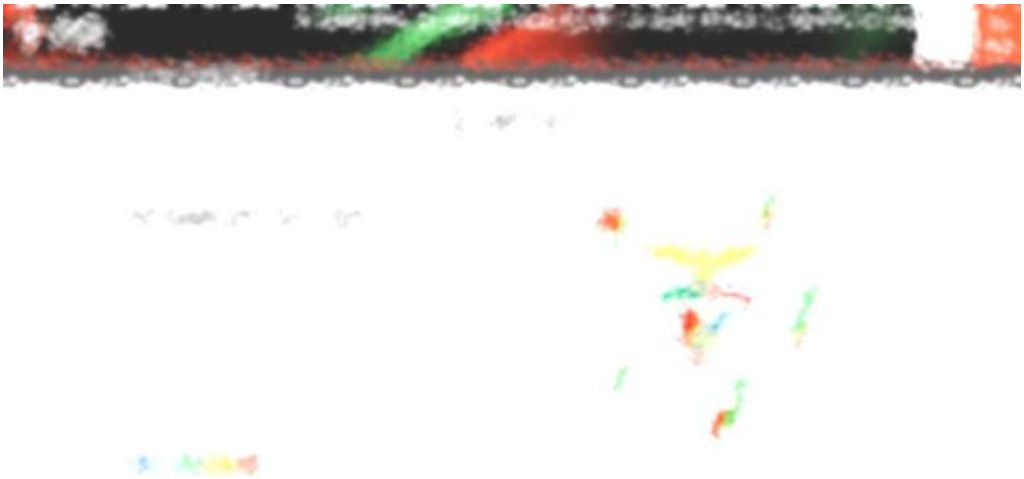
C. The evidence available

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):





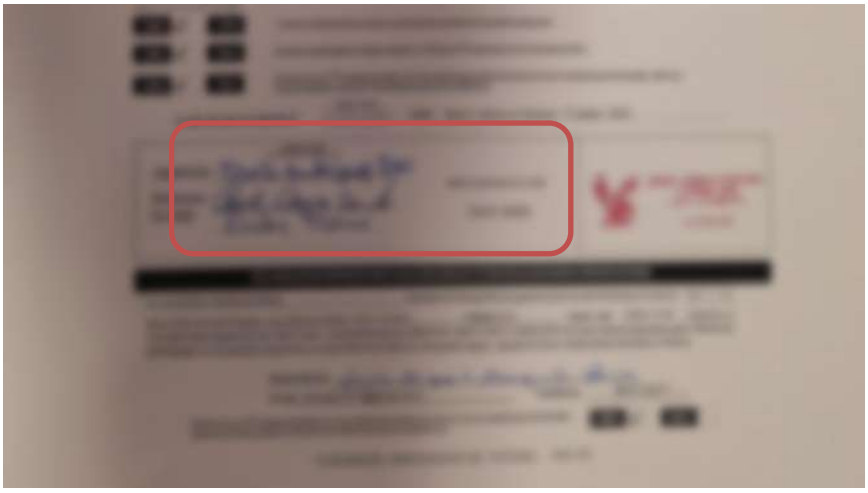
[1] www.xx



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:





DECLARAÇÃO

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.

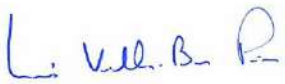
Further, we note that you did not provide a timely reply to FIFA's request for information of 29 October 2024 by which you were informed that failure to provide your position and any additional information to support your application will lead to your application being rejected.

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.

FIFA Legal & Compliance Division
396 Alhambra Circle, 6th floor, Coral Gables, Miami, Florida, USA 33134 T: +41 (0)43 222 7777 www.FIFA.com

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,

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 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
396 Alhambra Circle, 6th floor, Coral Gables, Miami, Florida, USA 33134 T: +41 (0)43 222 7777 www.FIFA.com

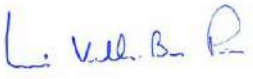
In addition, please be informed that pursuant to article 8 par. 3 of the Exam Rules, you are prevented from sitting the Exam in the next available Exam Session.

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.

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 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,

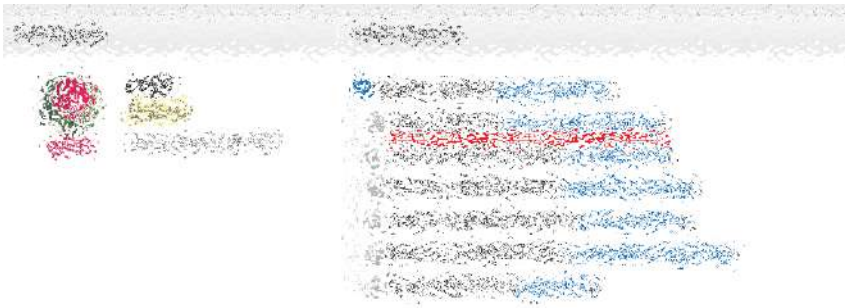
In relation to your application to obtain a Football Agent licence in accordance with article 4 of the FIFA Football Agent Regulations (hereinafter the "FFAR"), submitted on 30 September 2024 on the FIFA Agent Platform (hereinafter the "Platform"), we hereby inform you that your licence application has 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:

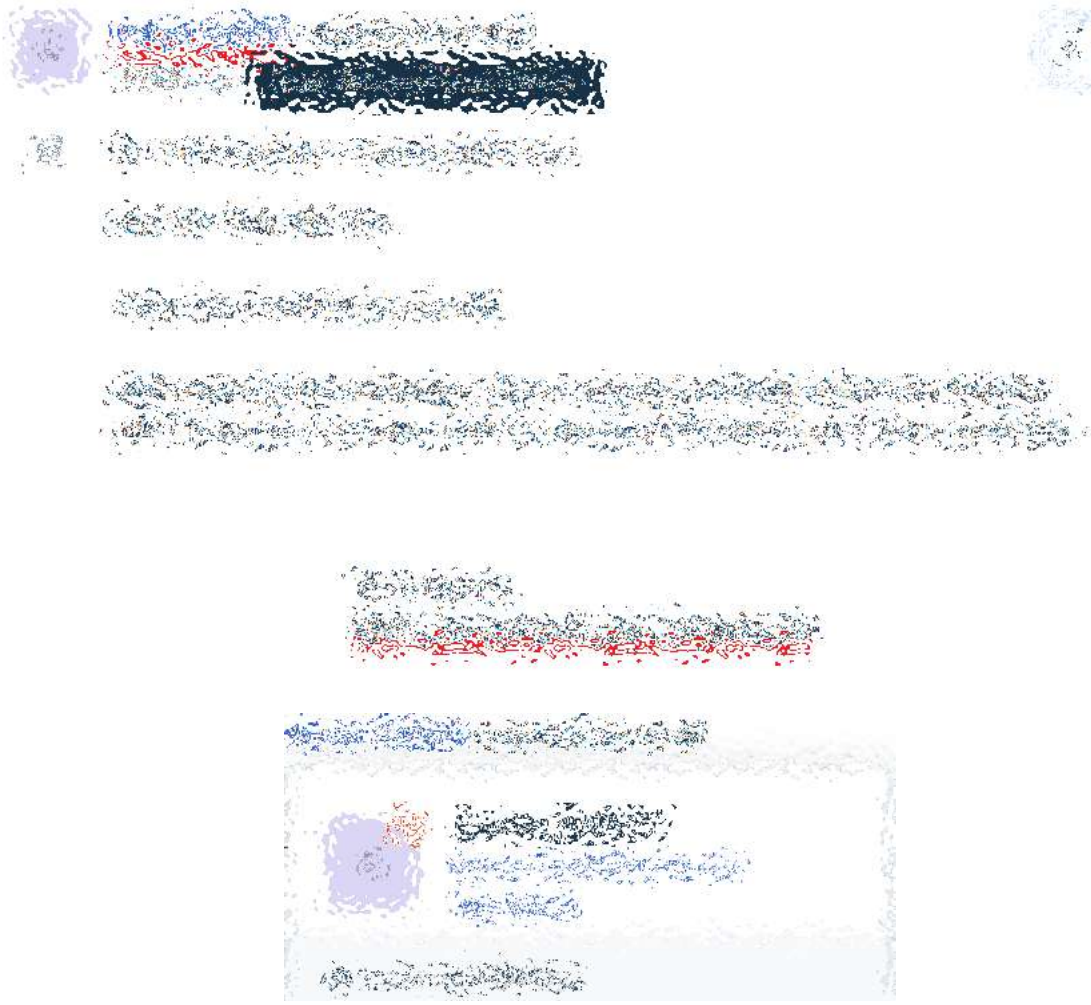
- You hold the status as a TMS Manager with the Country A Football Association (available via the TMS website and your uploaded passport to the platform);





- 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.

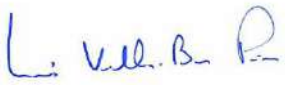
Since you were found performing Football Agent Services without the required licence and said services were performed on 16 January 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application until **16 January 2027**. Please note that this date may 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.

FIFA Legal & Compliance Division
396 Alhambra Circle, 6th floor, Coral Gables, Miami, Florida, USA 33134 T: +41 (0)43 222 7777 www.FIFA.com

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

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

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.

Decision of the FIFA general secretariat

Case with ref. no. FAD-xxxxx

Football Agent: A

11 February 2025

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B. Facts of the case 3
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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.

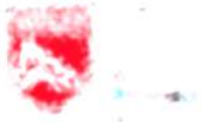
16. Yet, all the evidence below demonstrates the opposite.

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.

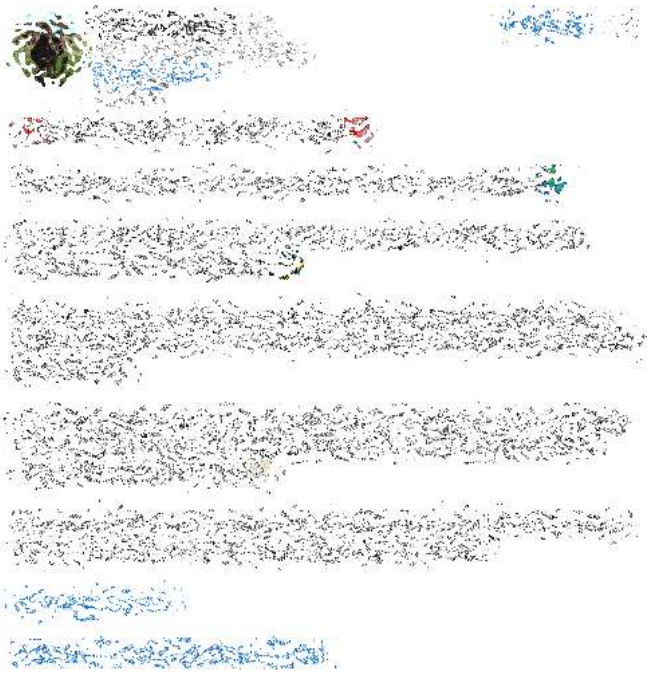
More specifically, it is clear from the case file[1] that you provided Football Agent Services as per the evidence below:

[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

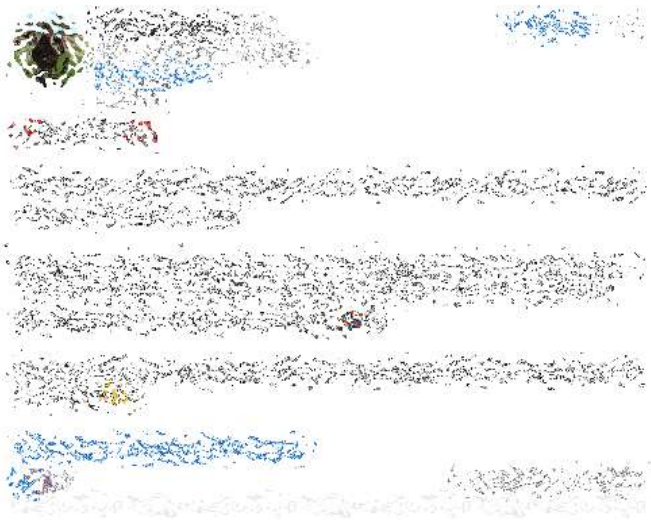
- In relation to facilitating player trials:

    - 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*!";



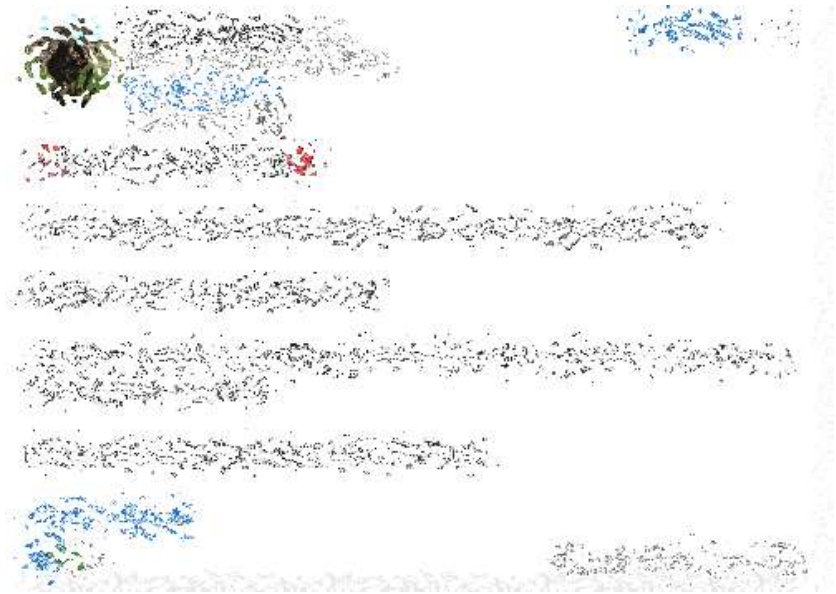
- In another social media post, you claim to have a player that is open for a potential signing or trial:



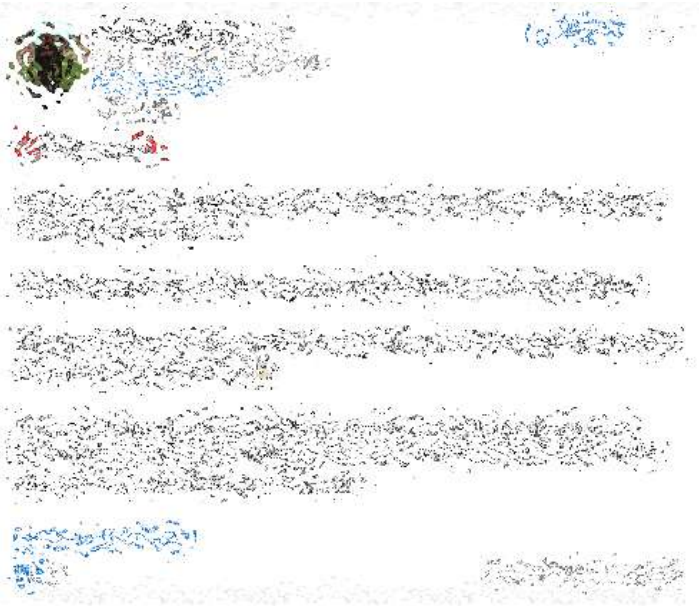
- Once again, you claim to have a player in which you have direct contact with him "*and his current club*", specifying the players position, age, experience, and current contractual situation stating that the "*transfer fee is minimal, club will allow him to leave on a free as they need to make room in their squad".* You then invite interested parties to contact you directly.



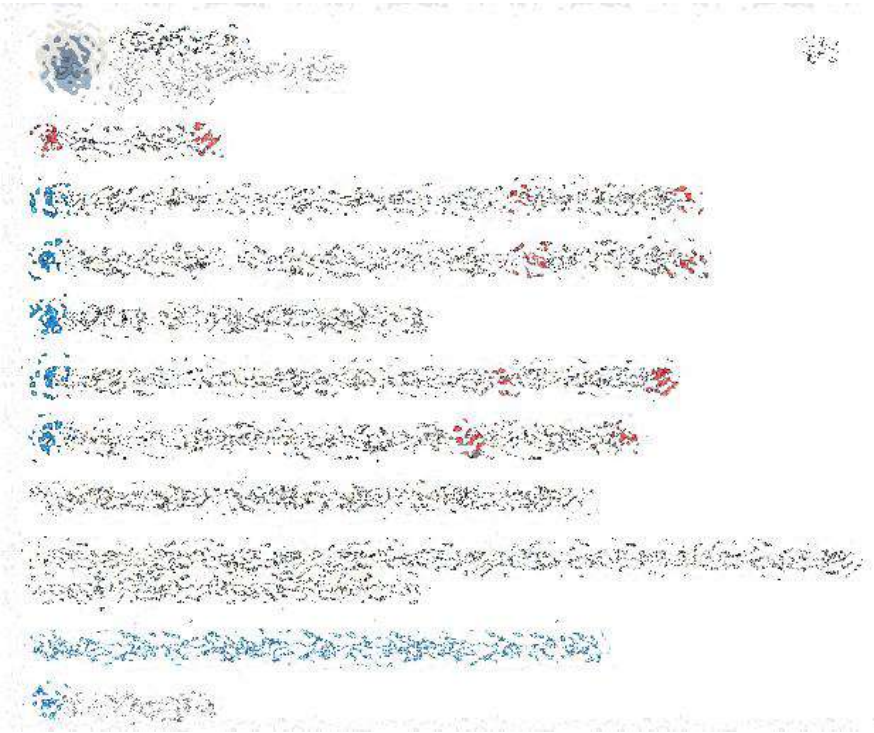
- In another social media post, you claim to be looking for a striker interested to play in Country B City, offering accommodation and food;



- 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).

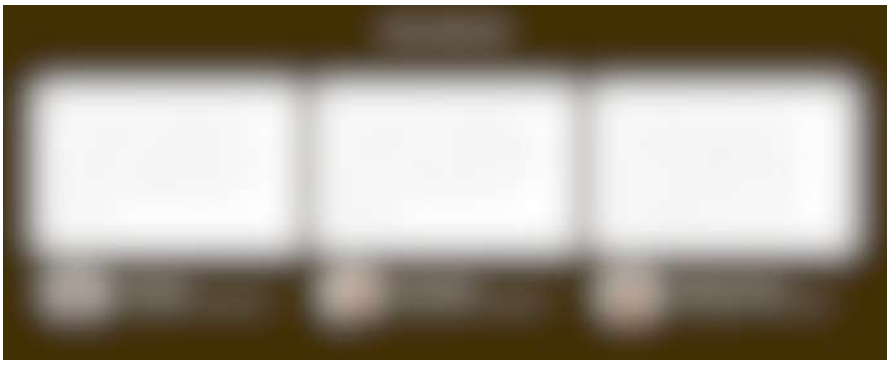
    - It seems that the first time Person A reached out to said club was only to issue an invoice. In such an email to the administrative director of the club, Person A states "*Person C has spoken highly of you*", showing once again that this was the first time Person A and the club communicated to each 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)

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

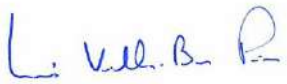
Since you were found performing Football Agent Services without the required licence and said services were performed on 17 February 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **17 February 2027**. Please note 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.

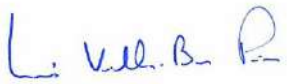
A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

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

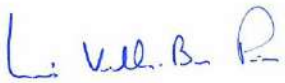
Since you were found performing Football Agent Services without the required licence and said services were performed on 24 March 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application in the Platform until **24 March 2027**. Please note that 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

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.

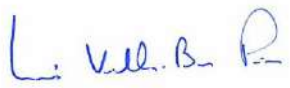
A copy of this letter has been provided to the association where the alleged FFAR infringements occurred, exclusively for their information and information to their stakeholders.

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.

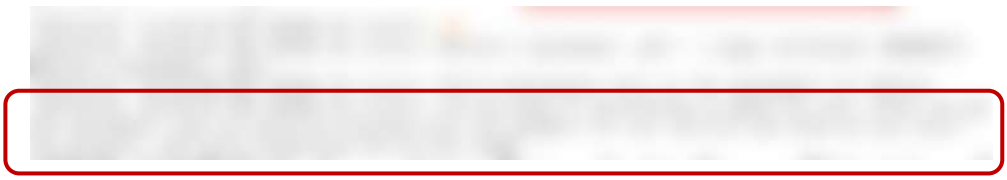
After thoroughly reviewing the information available to FIFA, the FIFA general secretariat has concluded that you are not eligible for the Football Agent licence, because you are not in compliance with the eligibility requirements specified in article 5 of the FFAR.

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.

FIFA Legal & Compliance Division
396 Alhambra Circle, 6th floor, Coral Gables, Miami, Florida, USA 33134 T: +41 (0)43 222 7777 www.FIFA.com

[redacted]

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).

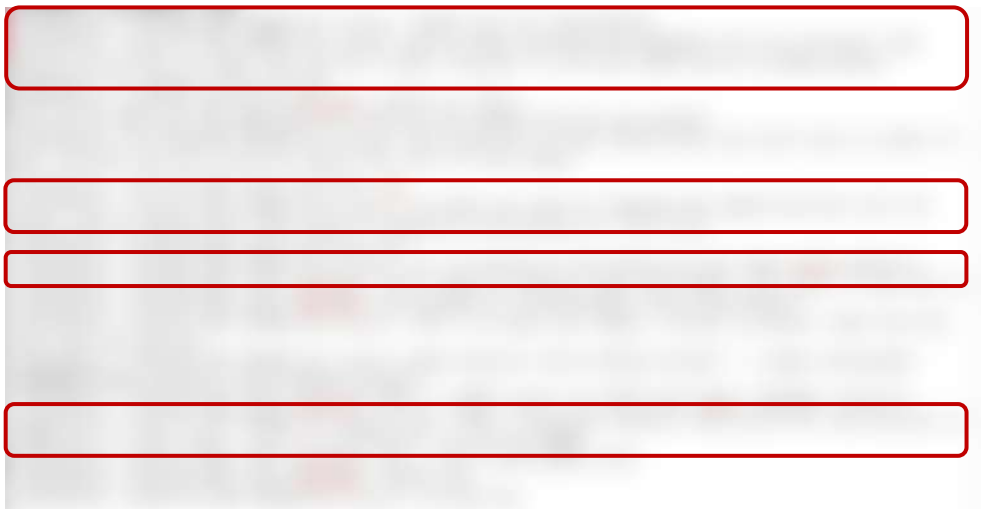
2. List of Teams

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).

[redacted]

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.

[redacted]

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).

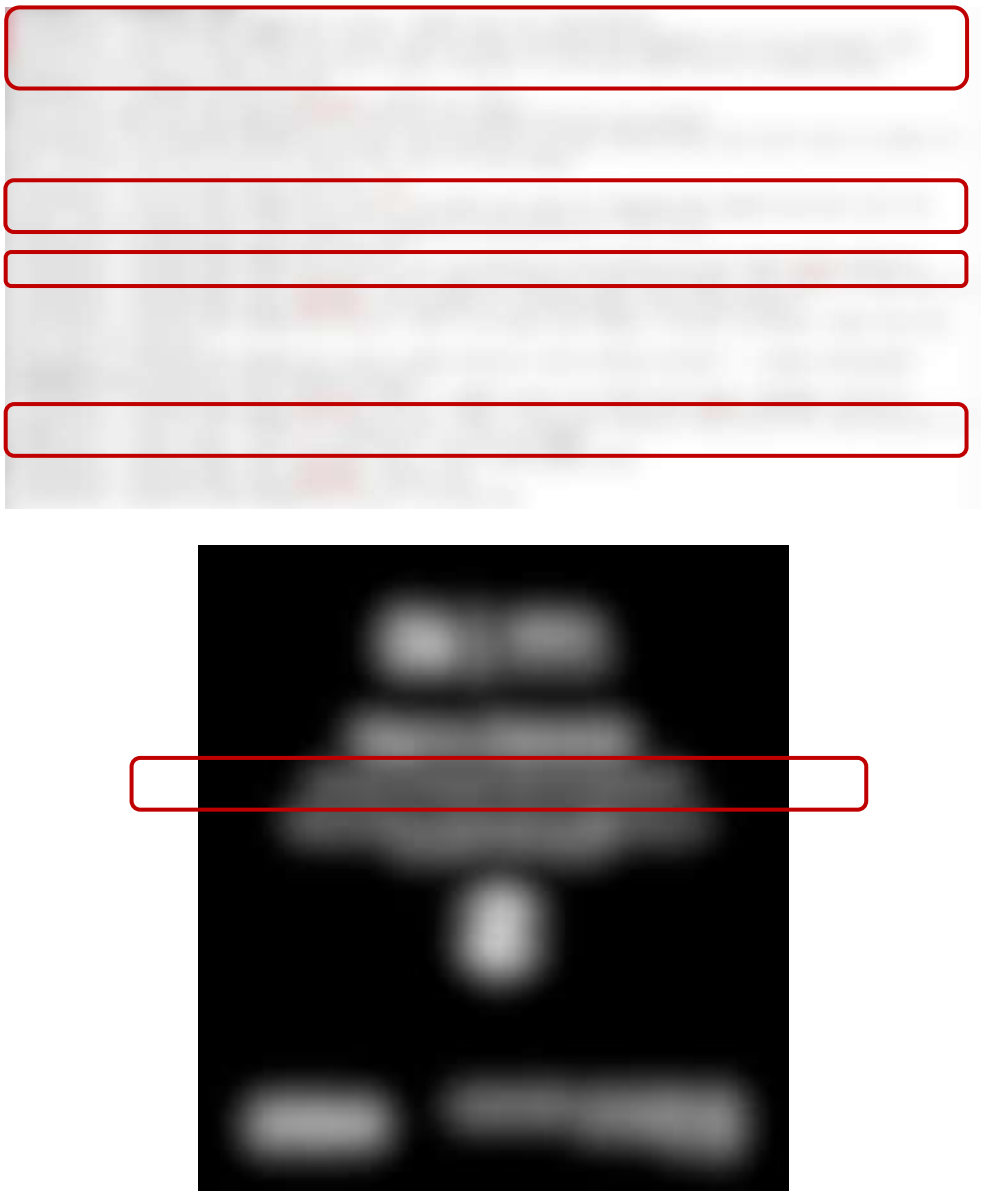
2. List of Teams

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).

[redacted]

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):



[redacted]

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.

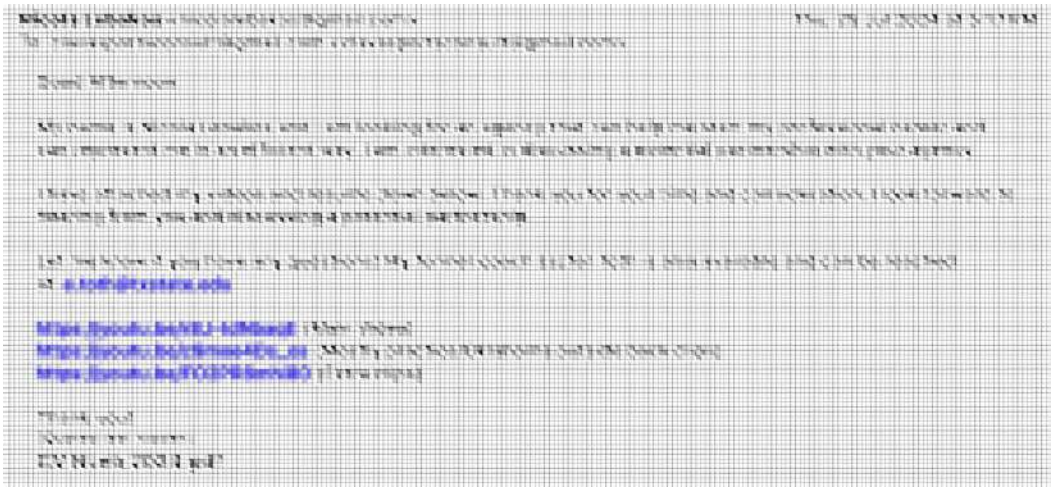
Indeed, the information available to the FIFA general secretariat shows that you have provided Football Agent Services to the Player A**,** in connection with international transfers to a club from the Country A Footbal Association, without the required license, which makes you ineligible for the Football 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:

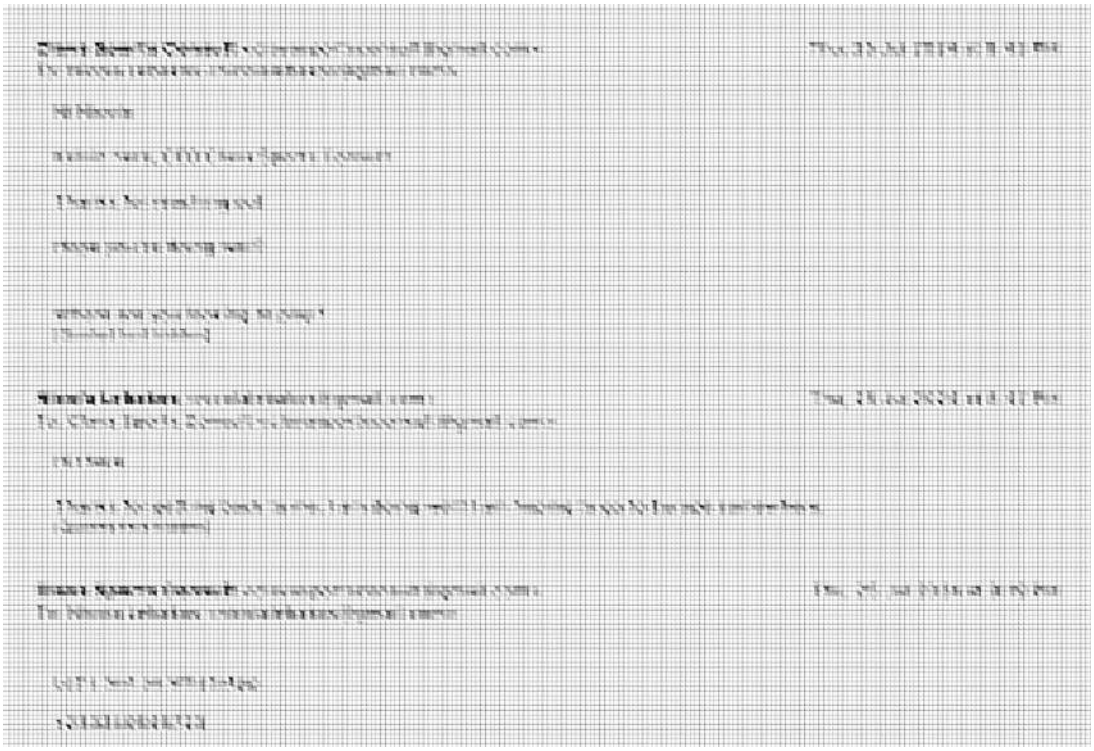
1. **Representation Agreement entered between your agency and the Player**

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).

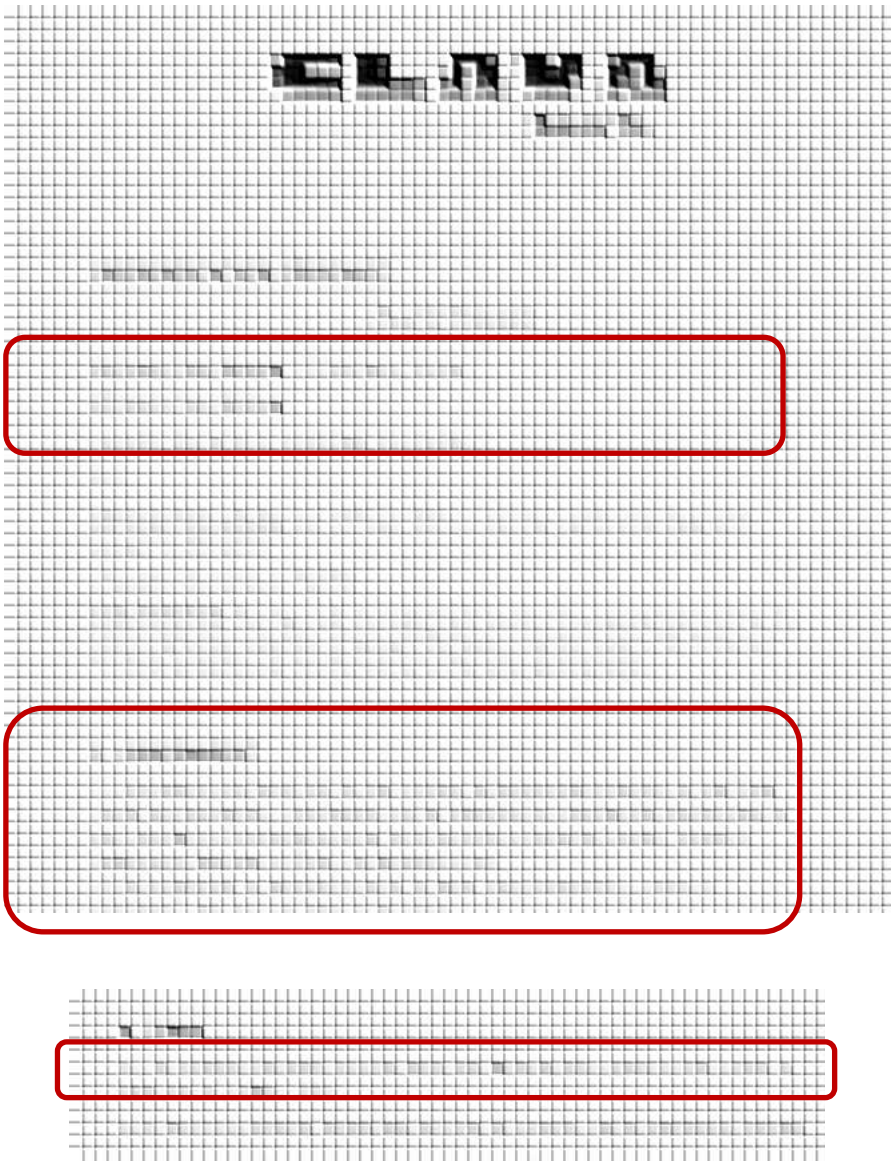
[1] You can find the case file in the link already provided to you in the email correspondence.



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).

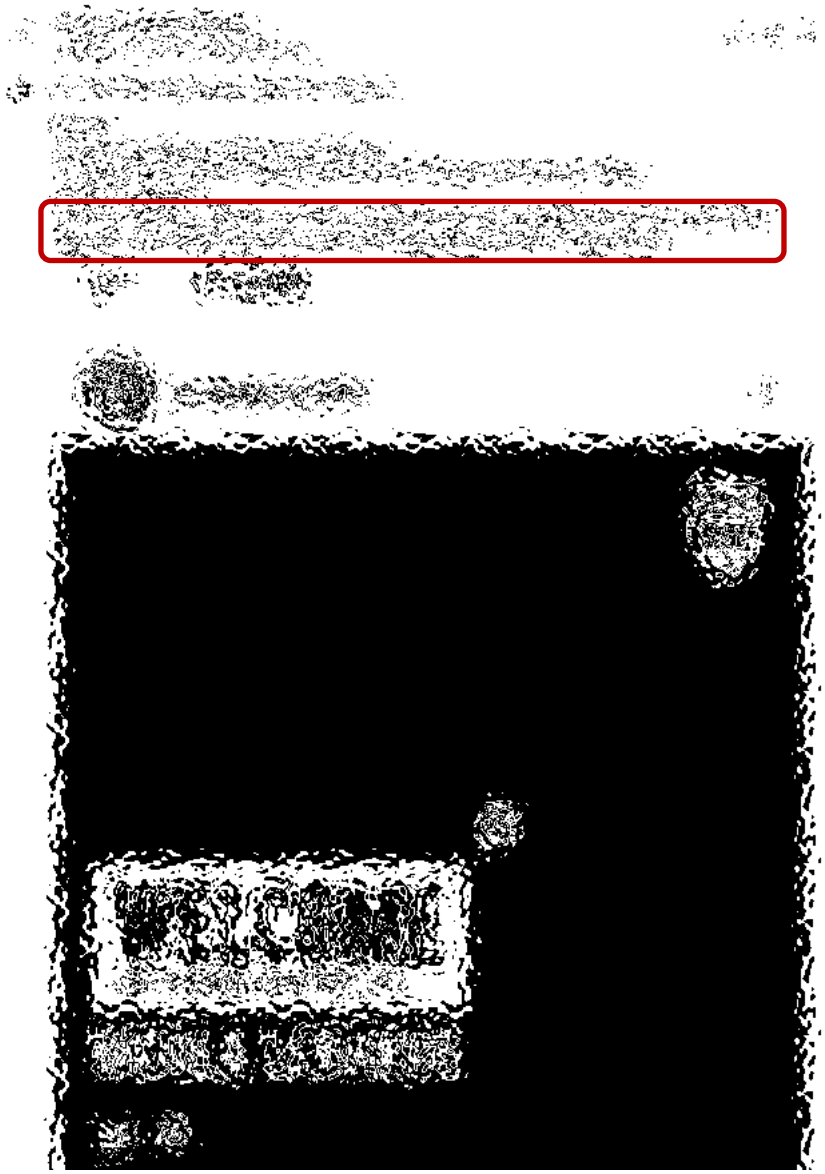


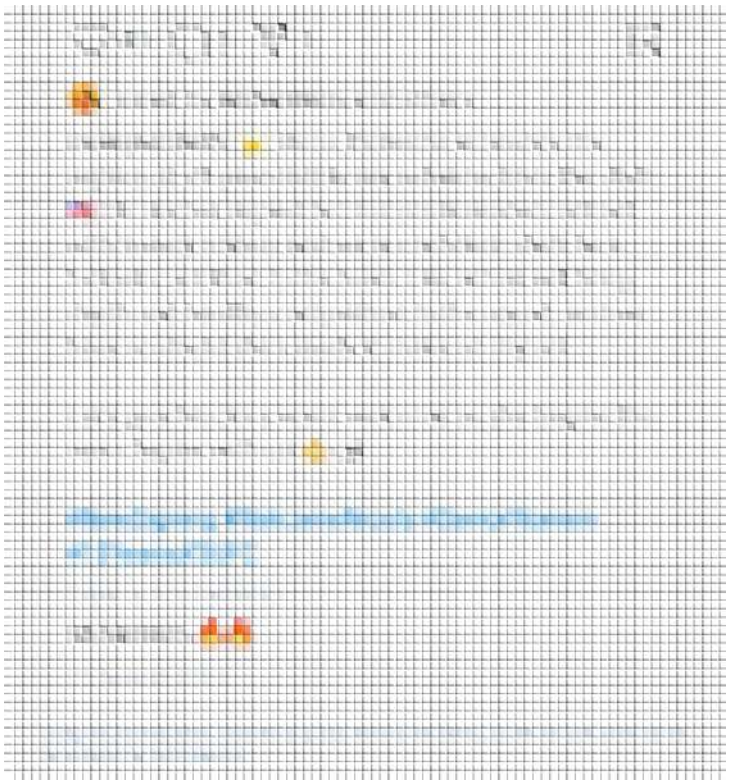
On 19 August 2024, in your capacity as Representative of *"Agency A"*, you entered into a Representation Agreement (Annex 4) with the Player. According to this agreement, you undertook to act as the Player's representative, with the aim of creating the best possible conditions for her career and development 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.



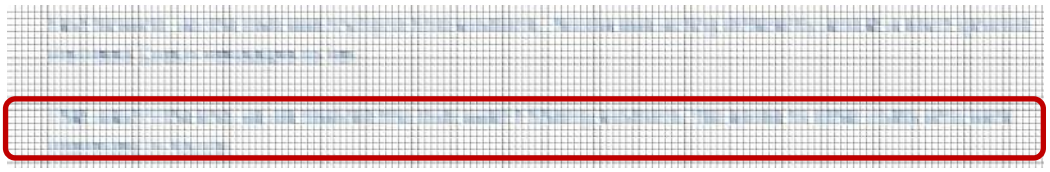
2. The services provided to the Player

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.

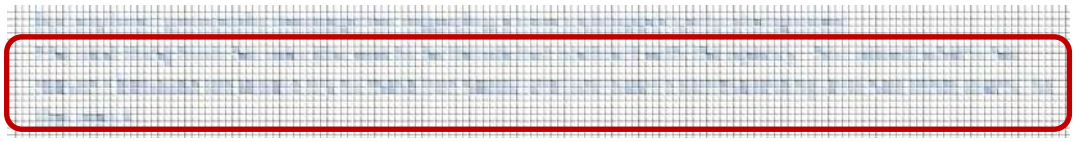
According to the information available to the general secretariat, on 25 April 2025, the Player informed you of her intention to terminate the Representation Agreement, which you were reluctant to accept, by referring you to the "termination clause" of the contract (Annex 6).



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.

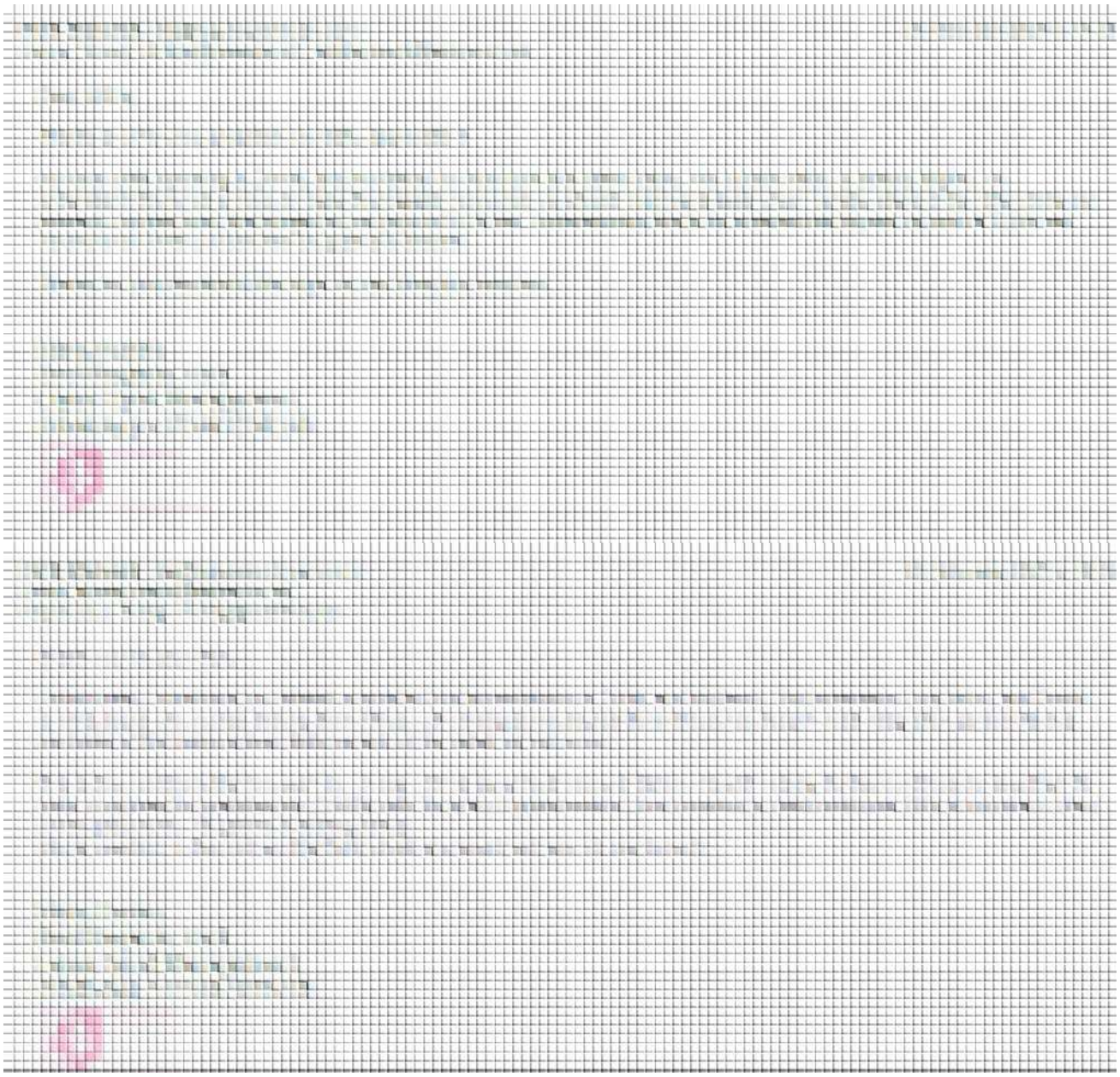
In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to Club A and player A in his international transfer from Club B to said club ("Transfer"), without the required licence, which renders you ineligible for the Football Agent licence, as 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:

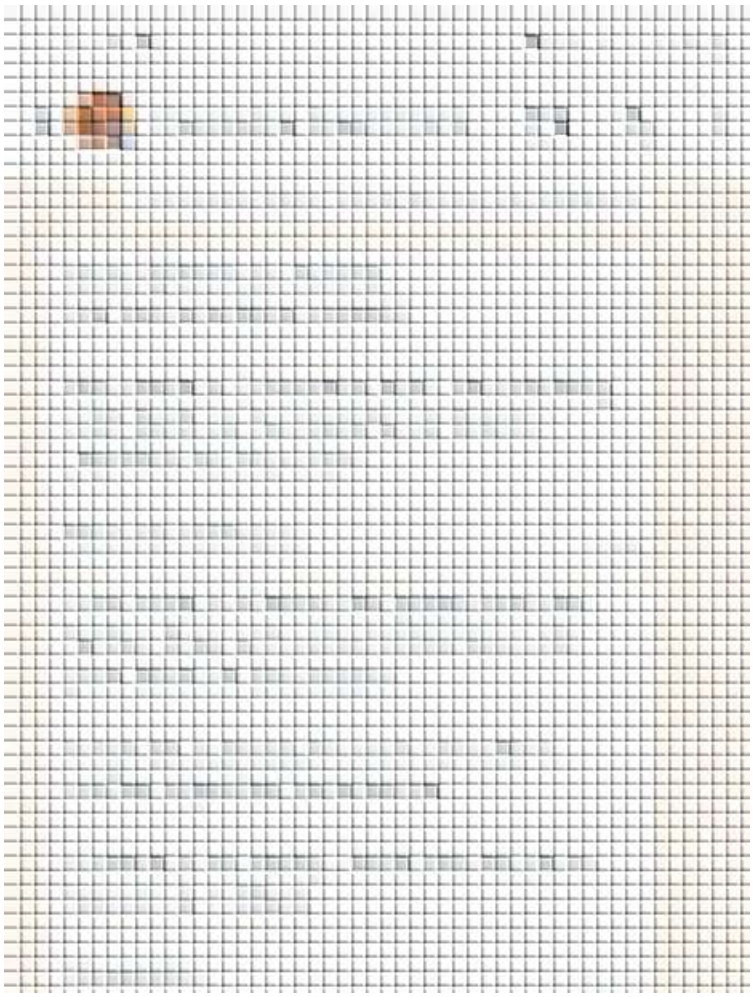
- Firstly, confirmation from the club that you were involved in the Transfer (Enclosure 2).

- 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



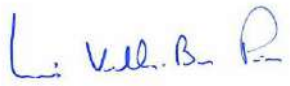
Since you were found performing Football Agent Services without the required licence and said services were performed on 20 February 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application until **20 February 2027**. Please note that this date 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

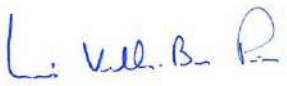
note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

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.

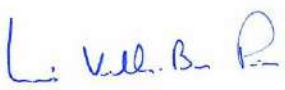
prevents you from submitting a new licence application until **4 April 2027**. Please note that this date may be extended in case you are again found to have performed Football Agent Services without the required licence.

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.

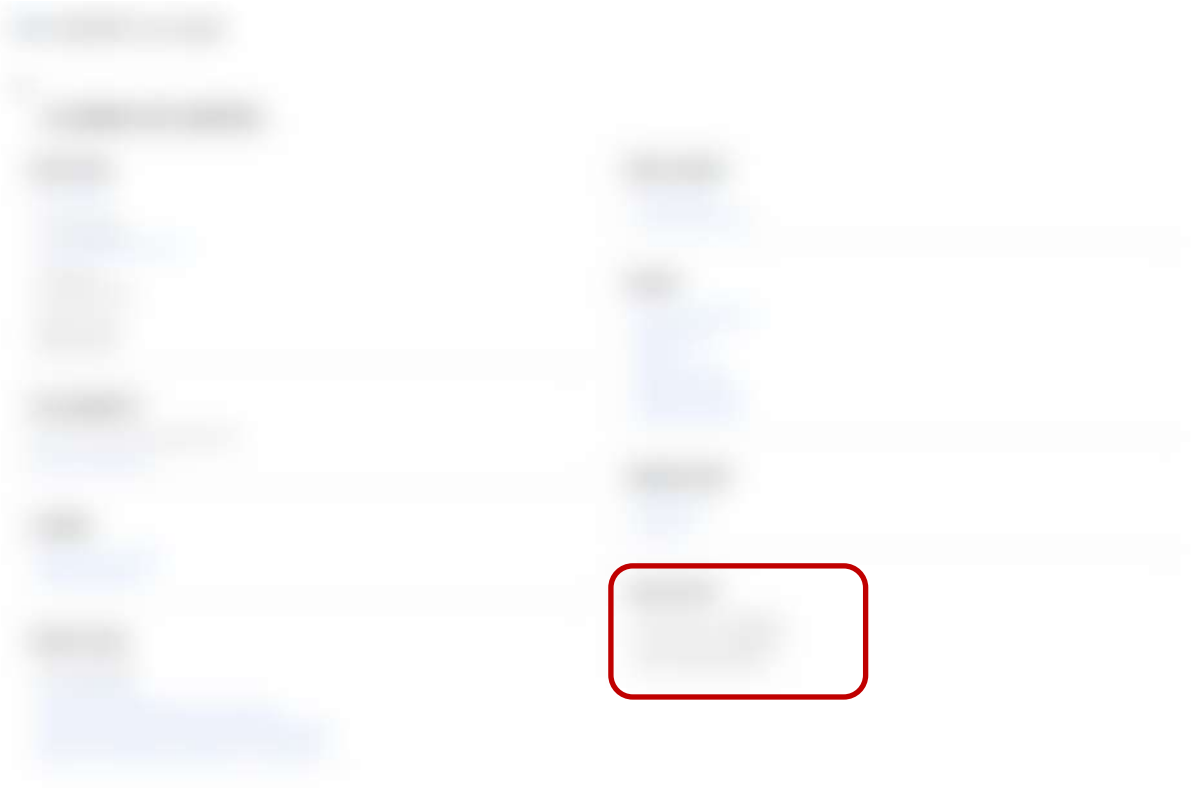
As of that moment, you were obliged to comply with the Continuing Professional Development (CPD) requirements, and the annual fee payment before 30 September 2024 (Swiss time), as established in the FFAR.

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:

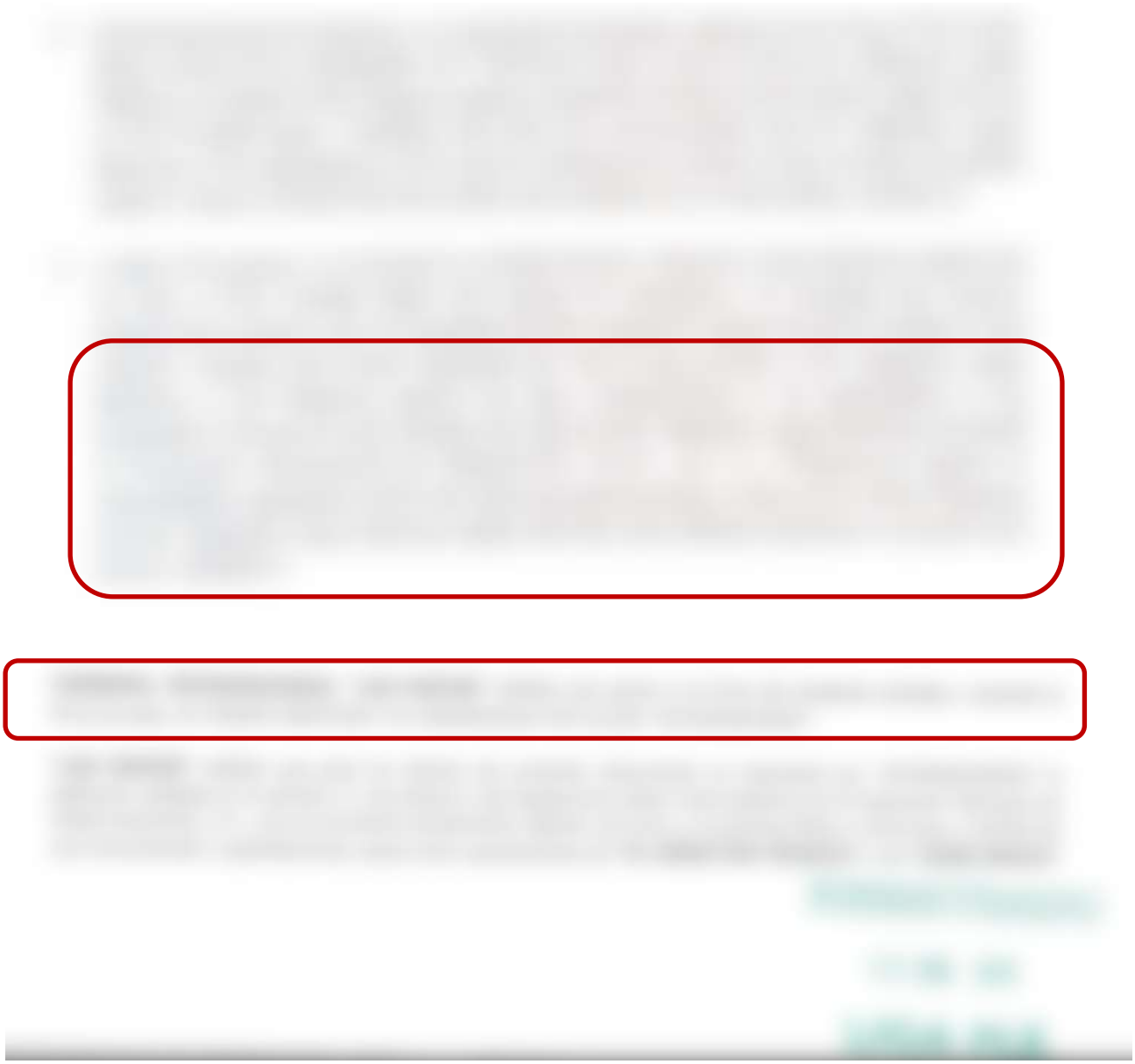
"Football Agent Services: *football-related services performed for or on behalf of a Client, including any negotiation, communication relating or preparatory to the same, or other related activity, with the purpose, objective and/or intention of concluding a Transaction."*

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:

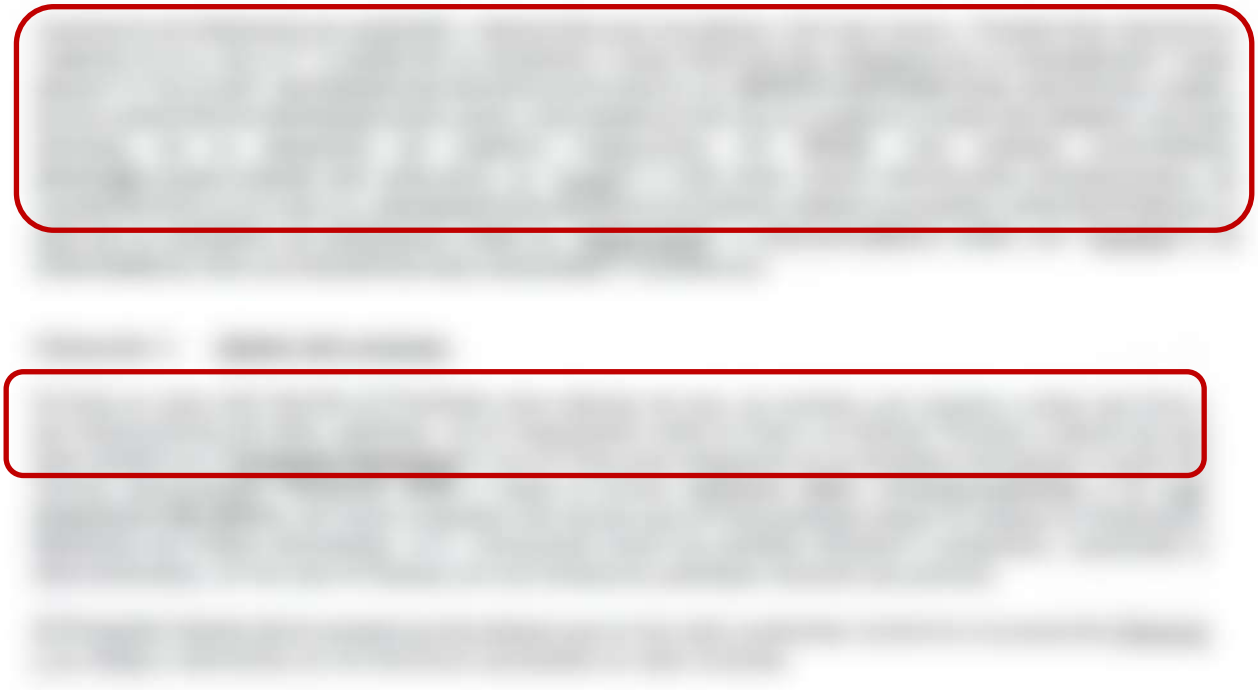


Twentieth. Intermediary, "The Parties" *state that prior to signing this contract and during the signing of this contract,* ***THEY WERE ASSISTED AND ADVISED BY AN "INTERMEDIARY."***
…

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.

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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

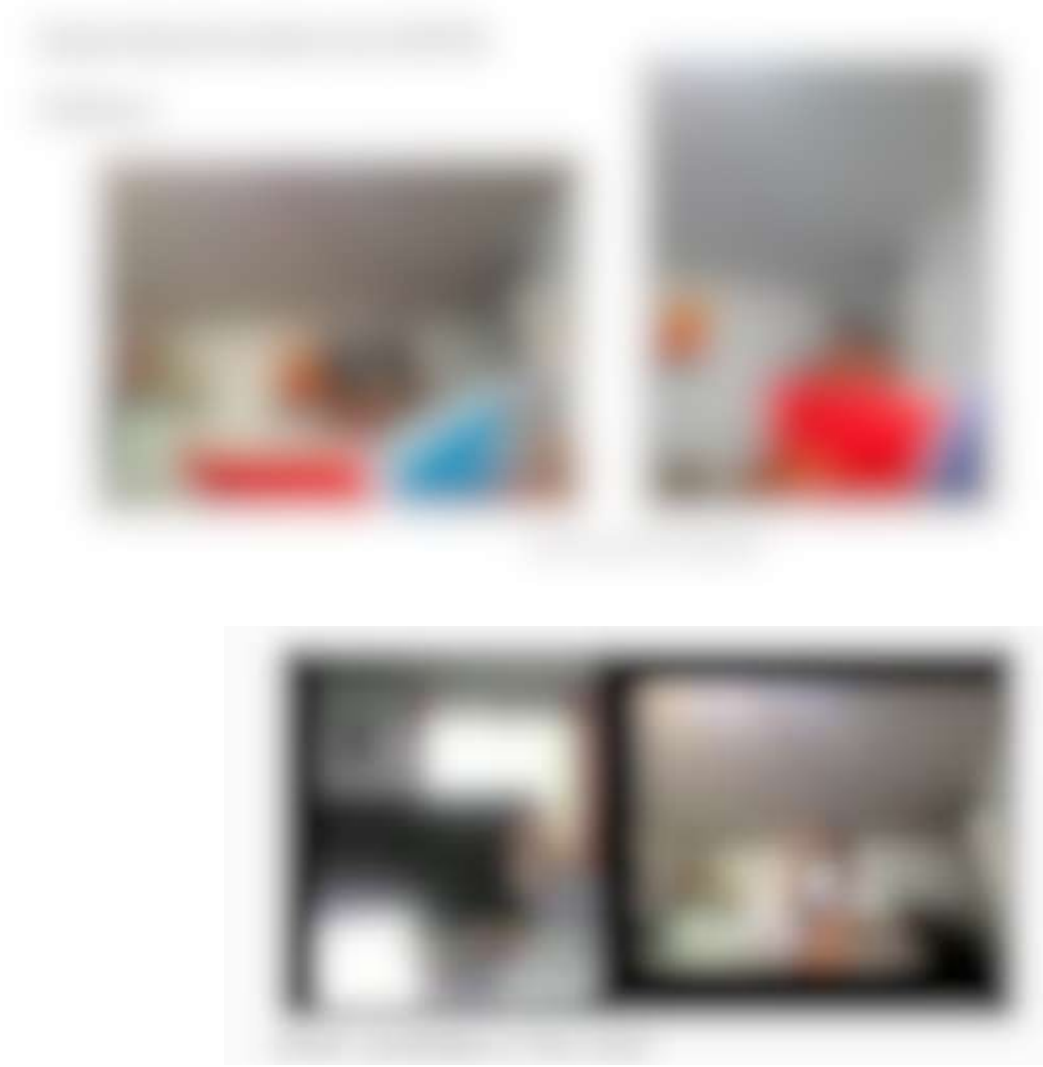
Details:

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

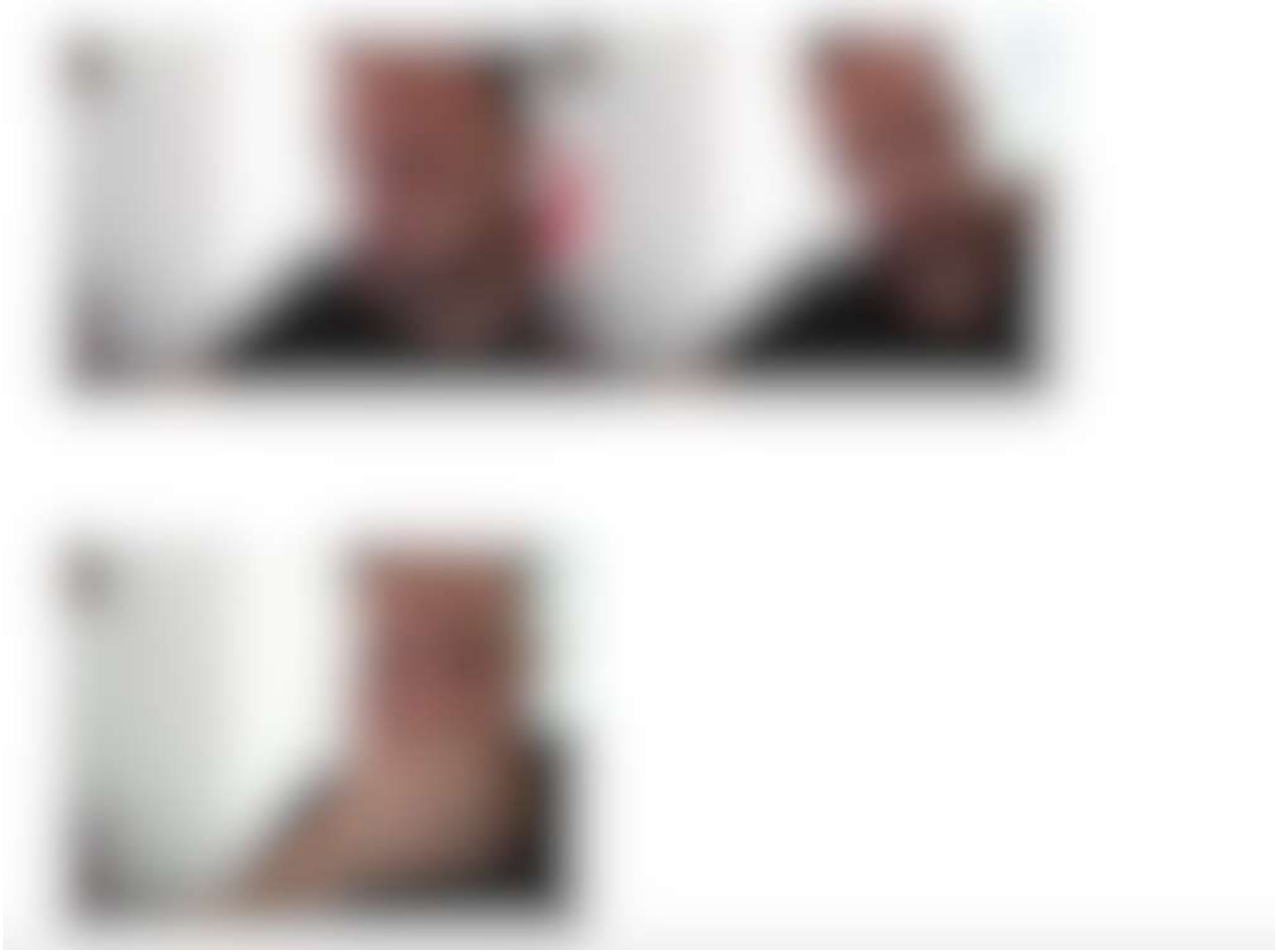
Details:

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

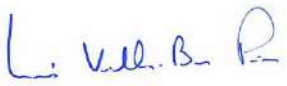
Since you were found performing Football Agent Services without the required licence and said services were performed on 28 March 2025 at the latest, please be informed that this decision prevents you from submitting a new licence application until **28 March 2027**. Please note that this date may be 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:

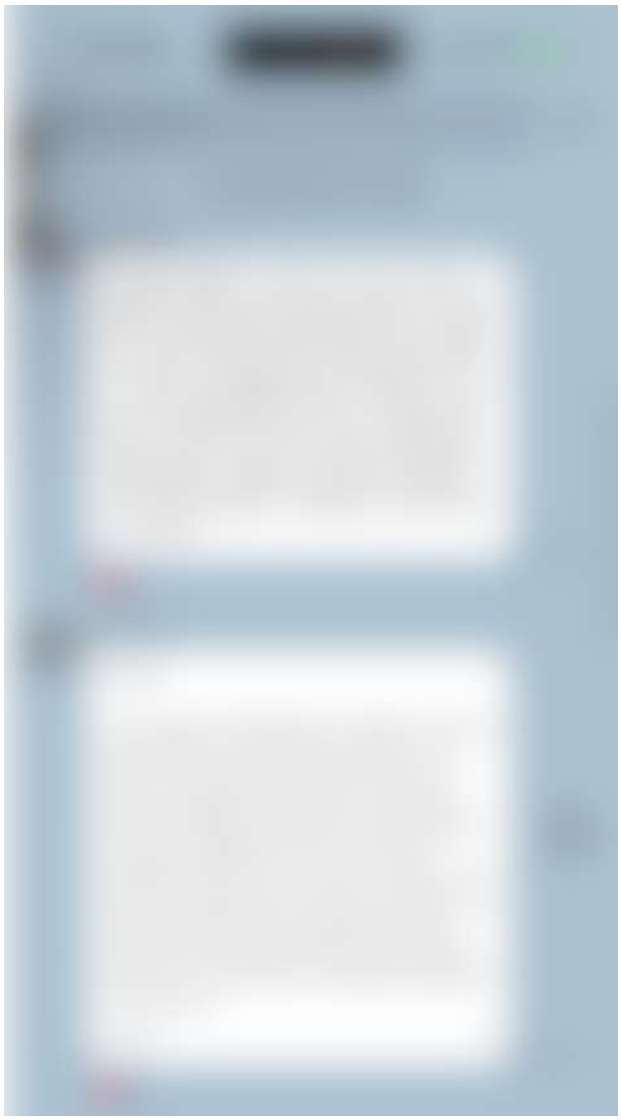
- First and foremost, you and/or agency entered into a representation agreement with Player (Annex 2 and below) that states that:
    - you and/or agency have the exclusive right to represent the Player in all clubs in Country A and worldwide.
    - the Player has agreed to pay 10% of base salary to 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.

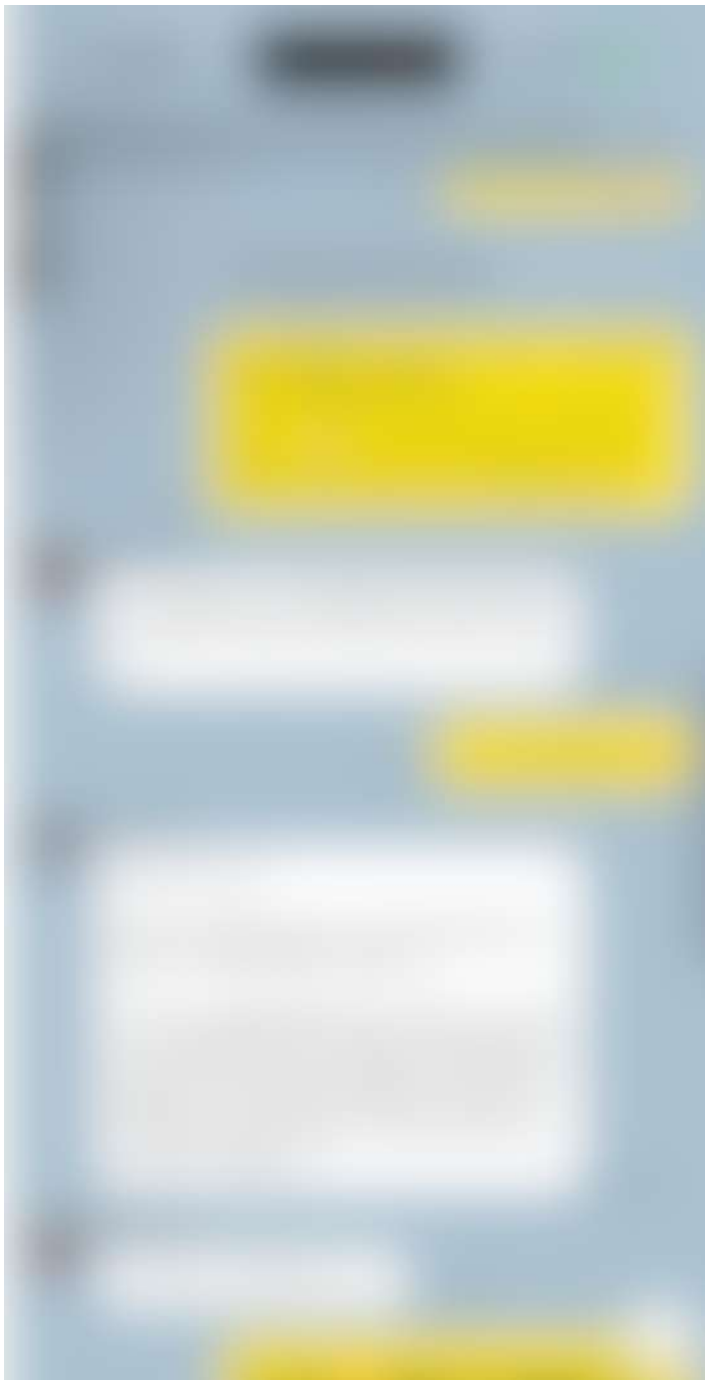
[1] You can find the case file in the link provided to you in the e-mail.



- 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:

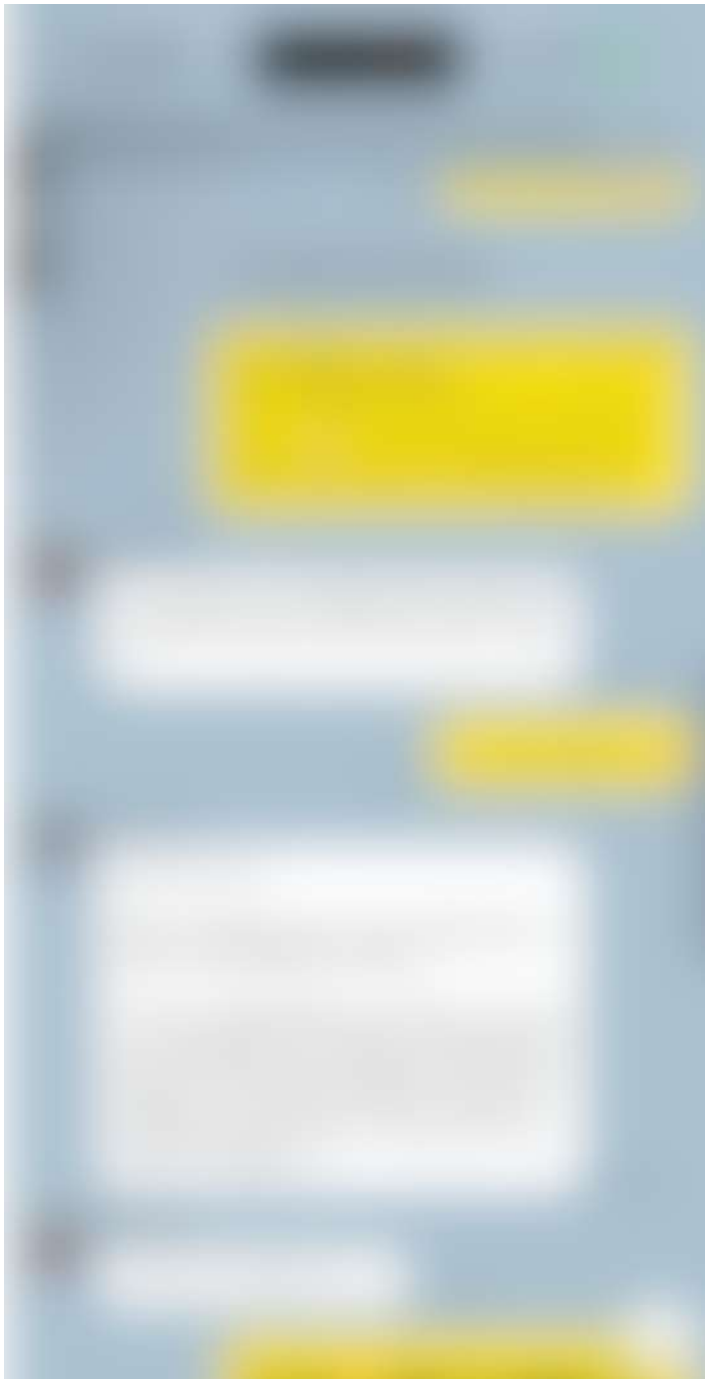
- First and foremost, you and/or agency entered into a representation agreement with Player (Annex 2 and below) that states that:
    - you and/or agency have the exclusive right to represent the Player in all clubs in Country A and worldwide.
    - the Player has agreed to pay 10% of base salary to 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.



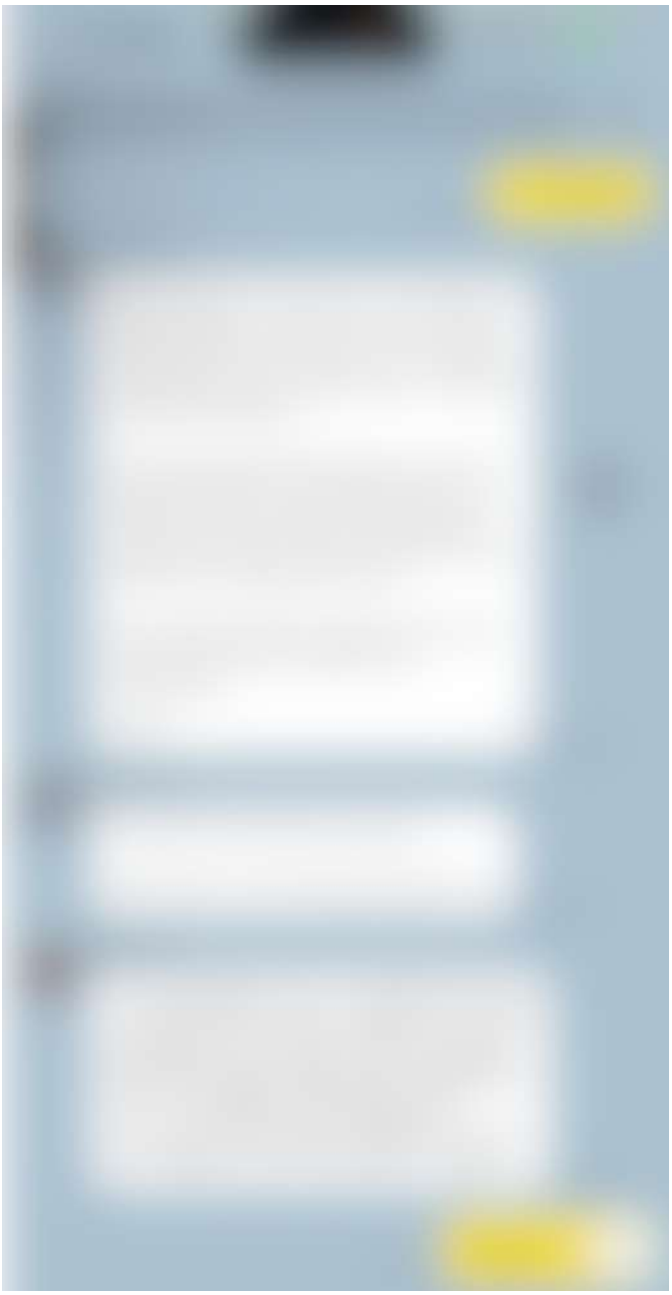
- Although you stated in your position (Annex 3), that "*we have never acted in the legal capacity of licensed player representatives*", this clearly shows the opposite, that you provided Football Agent Services to the Player and Club in her international transfer.

- 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

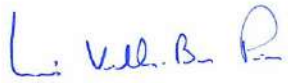
Since you were found performing Football Agent Services without the required licence and said services were performed on 6 May 2024 at the latest, please be informed that this decision prevents you from submitting a new licence application until **6 May 2026**. Please note that this date may be extended 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.

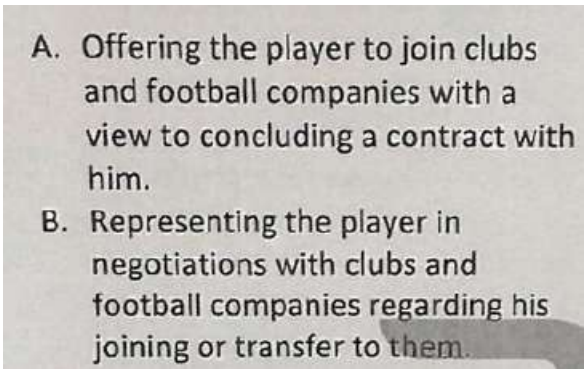
In fact, the information available to the FIFA general secretariat shows that you provided Football Agent Services to the player, Player A ("Player"), without the required licence, which renders you ineligible for the Football Agent licence, as per article 5 paragraph 1. b) of the FFAR.

More specifically, it is clear from the case file[1] that you provided Football Agent Services to the Player, as per the evidence below:

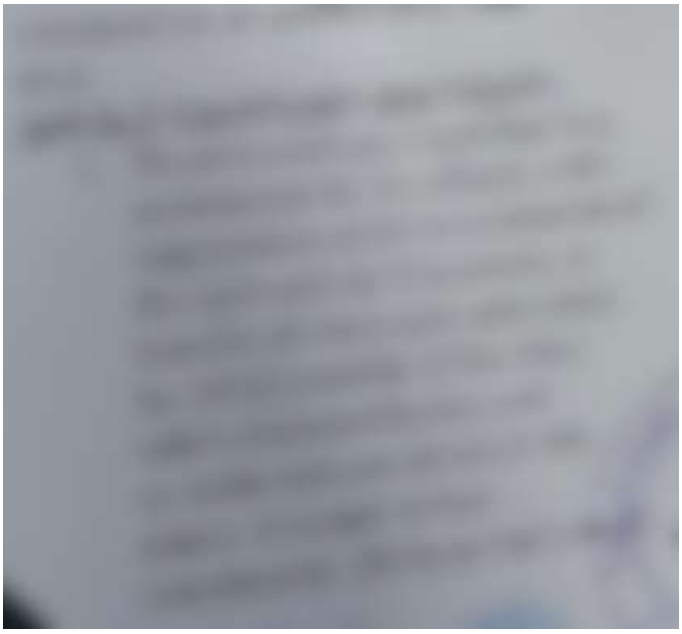
- First and foremost, you and/or agency entered into a representation agreement with Player (Annex 2 and below) that states that:

    - 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.

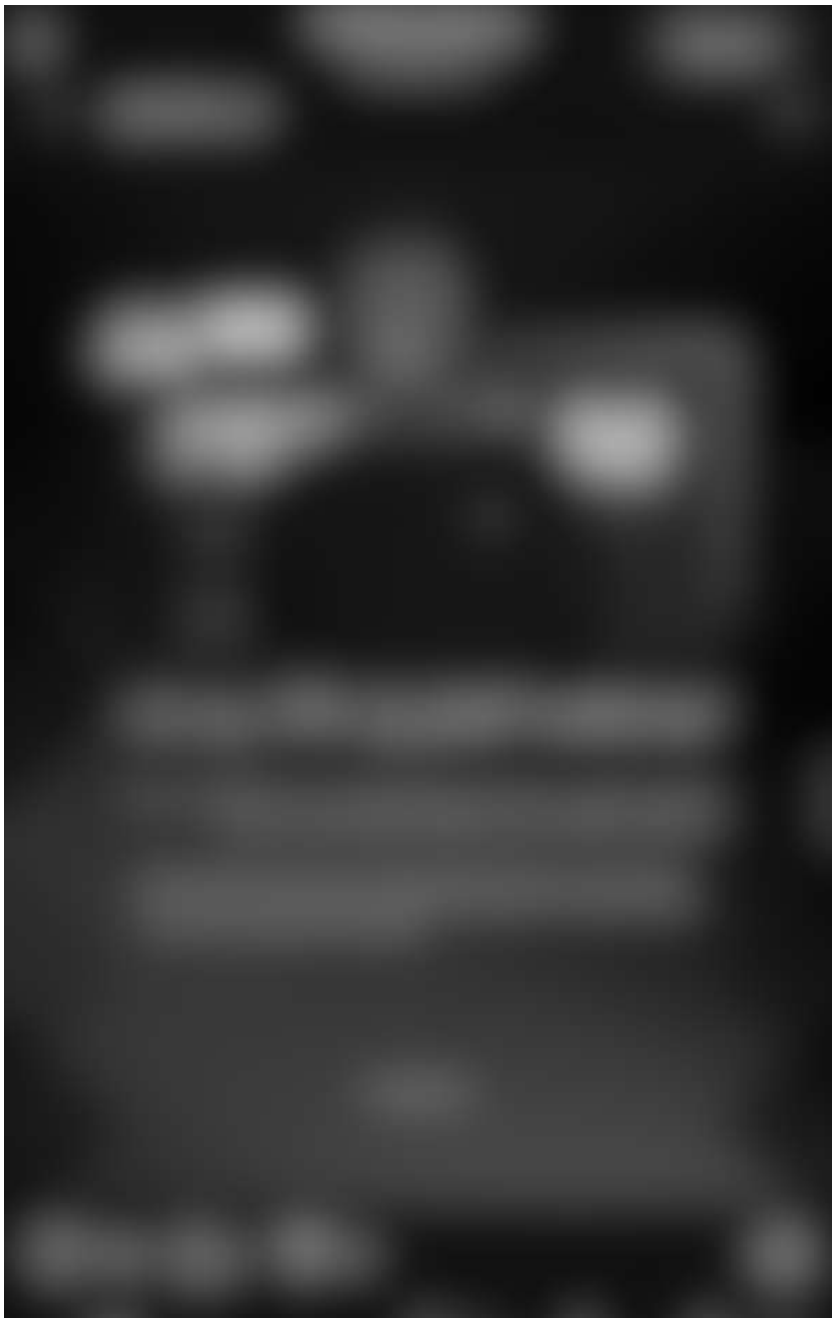
- you are entitled to a commission of 10% monthly of the total salary of the total salary (included bonus and variable remuneration) of the Player



- 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.

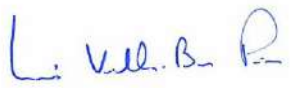
Conclusion

- 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