

SPORTS LAW AND POLICY CENTRE

VIA GIOVANNI PASCOLI 54
I - 84014 NOCERA INFERIORE SA
CF/P.IVA 05283020658

www.sportslawandpolicycentre.com – info@sportslawandpolicycentre.com

Bank details: IBAN IT47Y0103076480000063220265 - BIC/SWIFT PASCITMMSAR

ORDER FORM

INTERNATIONAL SPORTS LAW AND POLICY BULLETIN, ISSUE 1-2016

**THE FIFA REGULATIONS ON WORKING WITH
INTERMEDIARIES**

IMPLEMENTATION AT NATIONAL LEVEL

II EDITION

Michele Colucci (ed.)

ISBN 978-88-940689-6-2

Price: - Italy 100,00 Euros (VAT and shipment costs included);
- Other countries 100,00 Euros plus VAT 4%, if applicable;
plus shipment costs: 20,00 Euros for Europe and 30,00 Euros for other
countries.

To order please send an email to info@sportslawandpolicycentre.com or send
a fax to +39 0692912678 specifying:

Quantity: _____

Last name and First name

Organization

VAT Number

Address

Postal code

City or locality

State

Email

TEASER

Issue I-2016

ISSN 2039-0416

**THE FIFA REGULATIONS ON WORKING
WITH INTERMEDIARIES**

IMPLEMENTATION AT NATIONAL LEVEL

II EDITION

Michele Colucci (ed.)

G.L. Acosta Perez, B. Al Hamidani, S. Alobeidli, L. Andreotti Paulo de Oliveira, K. Antoniou, M. Auletta, O.D. Bellia, M. Bieniak, R. Branco Martins, S. Civale, M. Colucci, K. Damjanovic, R. de Buen Rodríguez, J. de Dios Crespo Pérez, D. Demirel, S. Dong, I. Elizarova, T. Gábriš, P. Garcia Correia, T. Giannikos, C. Giraldo, H. González Mullin, L. Hadjidemetriou, F. Hendrickx, M. Hristova, V. Iveta, D. Jankowitz, K.L. Jones, D. Koolaard, O. Knudsen, P. Lombardi, D. Lowen, I. Lukic, Y. Mabuchi, K. Machnikowski, J.M. Marmayou, T. Matsumoto, E. Mazzilli, M. Procházka, N. R. Rustamzade, E. Ripoll González, V. Smokvina, A. Soldner, A. Sotir, G. Tatu, M. Tenore, L. Tettamanti, M. Vanhegen, W. van Megen, F. Vásquez Rivera, T. Yamazaki.



TABLE OF CONTENTS

NOTE ON THE AUTHORS	11
INTRODUCTION by <i>Michele Colucci</i>	19
SECTION I	
<hr/>	
ANALYSIS	
The FIFA Regulations on Working with Intermediaries by <i>Paolo Lombardi</i>	23
The Intermediaries' perspectives by <i>Roberto Branco Martins</i>	41
The Clubs' point of view by <i>Ornella Desirée Bellia</i>	57
The Players' point of view by <i>Wil van Meegen</i>	67
EU law and principles applied to FIFA Regulations by <i>Jean-Michel Marmayou</i>	75
FIFA Regulations from the taxation "corner" by <i>Mario Tenore</i>	113
SECTION II	
<hr/>	
THE IMPLEMENTATION OF FIFA REGULATIONS - COUNTRY REPORTS	
ARGENTINA by <i>Martin Auletta</i>	125
AUSTRIA by <i>Igor Lukic</i>	141
AZERBAIJAN by <i>Naila R. Rustamzade</i>	157

TEASER

BELGIUM by <i>Frank Hendrickx</i> and <i>Miet Vanhegen</i>	165
BRAZIL by <i>Leonardo Andreotti Paulo de Oliveira</i>	181
BULGARIA by <i>Mila Hristova</i>	191
CHINA by <i>Shaun Dong</i>	199
COLOMBIA by <i>César Giraldo</i>	209
CROATIA by <i>Vanja Smokvina</i> and <i>Vladimir Iveta</i>	219
CYPRUS by <i>Loizos Hadjidemetriou</i>	235
CZECH REPUBLIC by <i>Martin Procházka</i>	251
DENMARK by <i>Ole Knudsen</i>	263
ENGLAND by <i>Daniel Lowen</i>	271
FRANCE by <i>Jean-Michel Marmayou</i>	287
GERMANY by <i>André Soldner</i>	303
GREECE by <i>Theodore Giannikos</i>	321
ITALY by <i>Salvatore Civale</i> and <i>Michele Colucci</i>	329

JAPAN by <i>Takuya Yamazaki, Taisuke Matsumoto and Yuki Mabuchi</i>	339
MEXICO by <i>Ricardo de Buen Rodríguez</i>	349
THE NETHERLANDS by <i>Dennis Koolgaard</i>	357
PARAGUAY by <i>Gerardo Luis Acosta Perez</i>	381
POLAND by <i>Michał Bieniak and Karol Machnikowski</i>	387
PORTUGAL by <i>Pedro Garcia Correia</i>	395
QATAR by <i>Ettore Mazzilli and Konstantinos Antoniou</i>	423
ROMANIA by <i>Geanina Tatu</i>	437
RUSSIA by <i>Inna Elizarova</i>	453
SAUDI ARABIA by <i>Bandar Al Hamidani</i>	463
SERBIA by <i>Ksenija Damjanovic</i>	471
SLOVAK REPUBLIC by <i>Tomáš Gábriš</i>	487
SOUTH AFRICA by <i>Diederick Jankowitz</i>	503
SPAIN by <i>Juan de Dios Crespo Pérez and Enric Ripoll González</i>	509

TEASER

SWITZERLAND by <i>Luca Tettamanti</i>	519
TURKEY by <i>Dilara Demirel</i>	533
UKRAINE by <i>Anton Sotir</i>	543
UNITED ARAB EMIRATES by <i>Saleh Alobeidli</i>	559
URUGUAY by <i>Horacio González Mullin and Felipe Vásquez Rivera</i>	567
USA by <i>Karen L. Jones</i>	577
SECTION III	
<hr/>	
COMPARATIVE ANALYSIS	
The FIFA Regulations on Working with Intermediaries: a comparative analysis by <i>Michele Colucci</i>	591
SECTION IV	
<hr/>	
ANNEXES	
Annexe I The FIFA Regulations on Working with Intermediaries	615
Annexe II FIFA Circular n° 1519 of 11 january 2016	627
Annexe III Comparative table on implementing measures	629
Annexe IV Links to the national regulations	639

NOTE ON THE AUTHORS

Gerardo Luis Acosta Perez, Lawyer. Master in Law, Economics and Management of Sport (University of Limoges – France), Master in Sport Law (University of Lleida – Spain), Executive Master in Management for Sports Organizations – MEMOS (University of Louvain – Belgium), Academic Director of the Master in Management of Sport (National University of East – Paraguay), Professor in Sport Law (National University of Asunción – Paraguay), Arbitrator in the Football CAS list. Author of several publications on International and national Sports Law.

Bandar Al Hamidani, LL.M., LL.B., Diploma in International Sports Law, is a Saudi licensed lawyer and arbitrator in the Riyadh, office of Al Tamimi & Company, the largest law firm in the Middle East. Bandar advises on Saudi Sports Law issues with a focus on laws and regulations relating to Professional Football. Bandar assisted with the drafting of Saudi Arabia's previous SAFF Players' Agents Regulations and has drafted and advised on other Professional Football Regulation. He is a member of the disciplinary committee of SAFF and a member of International Association of Sports Law (IASL).

Saleh Alobeidli, Sport Lawyer and the Founder of the First Sports Law Firm in the Middle East "Saleh Alobeidli Advocates & Legal Consultants". He is a licensed advocate before all courts in the UAE including the High Court and the DIFC Court. He is a CAS arbitrator as well as a member of the Legal Committee at the AFC.

Leonardo Andreotti Paulo de Oliveira, Doctoral student in Law in Universidad Rey Juan Carlos – Madrid. Master in Sports Law and Specialist in Contract Law. President of Brazilian Institute of Sports Law. Professor and Academic Coordinator of Post Graduate in Sports Law at Escola Superior de Advocacia – São Paulo/Brazil, Professor at LL.M in International Sports Law of ISDE – Madrid/Spain, Professor at Master de Gestión Desportiva de FIFA/CIES/RFEF/URJC and at Master in Diritto e Organizzazione Aziendale dello Sport, at Sports Law and Policy Centre – Rome/Italy. Attorney-at-Law. Arbitrator.

Konstantinos Antoniou, Greek lawyer specialized in Sports Law and International Arbitration. After working in the leading sports law firm of Mr. Sofoklis Pilavios in Athens for 5 years, he joined the Qatar Football Association since July 2010 and is currently a member of the Legal Department of the Qatar Football Association in his role as Legal Advisor.

Martin Auletta, Lawyer and Partner of Auletta & Asociados – Abogados (Buenos Aires, Argentina). International Master in Sports Law and Sport Management (ISDE-Iusport). Diploma in Sports Law, Sports Administration and Sports Management (Postgraduate School of Buenos Aires Bar). Sports Law Professor. Member of AIAF (International Association for Football Lawyers) and ALADDE (Latin American Sports Law Association).

Ornella Desirée Bellia, Head of Legal Affairs at the EPFL (Association of European Professional Football Leagues), LL.M. in International Sports Law (ISDE), Negotiation and Leadership Diploma from Harvard Law School. Ornella previously worked as Legal

Affairs Manager of a football club in the Italian top division, and as a legal consultant in some of the most renowned law firms worldwide, having gained professional experience in several countries (UK, Spain, Italy, Brazil and Switzerland). Ornella is lecturer in Sports Management and Sports Law Masters in Italy and Spain, she is author of several publications in specialized journals and books, guest speaker at international events in Europe and the US. As Head of Legal Affairs of the EPFL, she is in charge of all the legal issues involving the interests of the European Leagues at international level.

Michal Bieniak, Attorney-at-law, kancelaria-bieniak.pl. Doctor of Law since 2007. He is author of many scientific publications in the field of law of obligations, contract law, civil procedure, bankruptcy and reorganization law, and economic criminal law. His advice is focused mainly on issues of company law, procedural law (corporate disputes, debt, managerial crime), and restructuring (bankruptcy proceedings, acquisitions of companies and of organized parts of companies in bankruptcy proceedings, transformation and merger of companies).

Roberto Branco Martins, (PhD) is the co-founder of the Dutch Agent Association Pro Agent and of the recognized (EC) representative of players' agents in Europe, the European Football Agents Association (EFAA). Currently he is the general counsel for both organisations. He is a practising lawyer registered at the Amsterdam bar and he is a lecturer at the University of Amsterdam where he developed the courses International and European Sports Law and Labour law and sport. He is a Visiting Associate of the Edge Hill Centre for Sports Law Research.

Salvatore Civale, Founding and Managing Partner of the Law Firm "Studio Civale" and President of the Italian Sports Lawyers Association. Arbitrator of the European Handball Federation Court of Arbitration (ECA), lecturer and author of publications related to Sports Law.

Michele Colucci, Scientific Director of the Sports Law and Policy Centre and Honorary President of the Italian Sports Lawyers Association.

Ksenija Damjanovic, graduated from the Faculty of Law on Belgrade University and completed UEFA Football Law Programme. She has managed to combine business and pleasure by working in the law office Damjanovic, the first Serbian law firm specializing in sports law.

Ricardo de Buen Rodríguez, Founding and Managing Partner of the Law Firm de Buen Rodríguez Abogados, S.C., Mexico City. Member of the Court of Arbitration for Sport since 2002. Professor of Labour and Sports Law in several Universities in Mexico and abroad (ISDE – Madrid). Member of Rex Sport, Ilustre y Nacional Colegio de Abogados de México, and Association Internationale Des Avocats du Football.

Juan de Dios Crespo Pérez, Founding Partner of the firm Ruiz-Huerta & Crespo, specialist in sports and EU and international law. Arbitrator of the Valencia Chamber of Commerce as well as in proceedings at the ICC of Paris. Lecturer in seminars and masters of Sport Law in more than 30 countries. He has published more than 125 legal articles and 14 books in

sports law related matters. Arbitrator of the European Handball Federation (ECA) and member of ALADDE (Latin American Association of Sports Law) and Member of the AIAF, UIA, BASL as well as the IASL, LL.M. ISDE (H.C.).

Dilara Demirel, Turkish Football Federation Legal Department, Lawyer.

Shaun Dong, Partner of Beijing Great Wall Law Office and founder of China Sports & Law Research Center.

Inna Elizarova, graduate of the Law faculty of Kazan Federal University in Russia; she received her Master's degree from the Technical University of Munich, Germany. For several years she has worked in the field of sports law for the Fund promoting the development of physical culture and sport in the Republic of Tatarstan, Russia, and as a legal consultant for the Football Club Rubin Kazan.

Tomáš Gábriš, Attorney-at-law and Associate Professor at the Comenius University in Bratislava, Faculty of Law, Slovak Republic. Arbitrator of the Dispute Resolution Chamber of the Slovak Football Association, member of the Legislative Committee of the Slovak Football Association, member of the Scientific Committee of the think tank Sport and Citizenship (France), member of the International Association of Sports Law.

Pedro Garcia Correia, Founding and Managing Partner of the Law Firm “CSA - Correia, Seara, Caldas, Simões and Associate”. Post-Graduated in Labour Law and in Finance and Law in Sports, both by the Faculty of Law of the University of Lisbon, Portugal. As a Lawyer, he provides juridical assistance to professional leagues, clubs, football players and intermediaries.

Theodore Giannikos, Attorney at Law-LLM. Vice-President and Head of Legal Affairs of Olympiacos FC. He is member of the Executive Board of ECA, of the UEFA CCC, FIFA DRC and a Lead Judge for Minor Transfers and a CAS arbitrator.

César Giraldo, Attorney at Law (Universidad de los Andes) with postgraduate degrees in Financial Law (Universidad del Rosario), and LL.M. in International Sports Law (ISDE). Founding Partner of GHER & Asociados Abogados, law firm located in Bogotá (Colombia). Sports Law professor at Universidad Sergio Arboleda and President of “Asociación Colombiana de Derecho Deportivo-ACODEPOR”. Author of articles and guest speaker at national and international conferences related to Sports Law.

Horacio González Mullin, Main Partner and Director of the Sports Law Department of “González Mullin, Schickendantz & Asociados” law firm in the Oriental Republic of Uruguay. Coordinator and Professor of Sports Law certification program at Universidad Católica del Uruguay. Member of the Latin American Sports Law Association (ALADDE) and of the International Association for Football Lawyers (AIAF). – Member of the Editorial Board of the International Journal dedicated to football law “Football Legal,” based in Cenon, France. Author of the book “Manual Práctico de Derecho del Deporte. – Con especial atención al Derecho del Fútbol,” published by Amalio Fernández Publishing house in November 2012. – Author of several articles and speaker at national and international Seminars and Conferences related to the subject matter.

Loizos Hadjidemetriou, a Cyprus based lawyer since 2005 having studied LLB Law and LL.M. Commercial Law at the University of Derby in England and graduate of the 2015 Global Executive Master in International Sports Law of the ISDE University in Madrid, currently serving as the Legal Consultant of the Cyprus Footballers' Union and Disciplinary Prosecutor of the Cyprus Basketball Association.

Frank Hendrickx, Professor of labour law and sports law at the Law Faculty of the University of Leuven (Belgium).

Mila Hristova, Deputy Secretary General at the Association of Bulgarian footballers.

Vladimir Iveta, Secretary of the Croatian Football Federation (CFF).

Diederick Jankowitz, advocate (Barrister) of the High-Court of the Republic of South-Africa and a member of the General Bar Society of South-Africa with Chambers in Kimberley, South-Africa.

Karen L. Jones, JD, MA, Owner and consultant at Mission2Transition (www.mission2transition.com) providing management, operations and legal support services and virtual coaching to small and mid-sized businesses. Adjunct faculty at John Marshall Law School (Chicago, IL) teaching a summer course in International and Comparative Sports Law, in the International Business & Trade Law program. Also, Amsterdam University of Applied Sciences (Amsterdam, The Netherlands) teaching courses in Legal Aspects of Sports in the International Sports Management & Business (ISM&B) program.

Dennis Koolaard, Attorney-at-Law at De Kempenaer Advocaten in Arnhem, the Netherlands, Ad hoc Clerk with the Court of Arbitration for Sport and guest lecturer at various universities and institutions in the Netherlands and abroad.

Ole Knudsen, Legal Advisor of Danish League. The Author wishes to thank Jes Cristian Fisker, Assistant Attorney, from the DBU and Claus Christensen, CFO of Silkeborg IF and member of the DBU Law Committee for providing information from the implementation process.

Paolo Lombardi, Managing Director and founder of Lombardi Associates, a leading UK-based football advisory business. Paolo previously worked for FIFA from 2002 to 2010, gaining significant experience in disputes arising from transfers of players and serving as Deputy Head of the FIFA Players' Status department. Paolo then became Head of FIFA Disciplinary and Governance, holding responsibility for disciplinary, doping, football governance and ethics-related issues.

Daniel Lowen, Partner, Couchmans LLP. He is an experienced commercial and regulatory sports lawyer, advising clients across the sports industry on a wide range of issues, from player transfers and commercial opportunities through to disciplinary and contentious matters. The UK edition of Chambers & Partners 2016 remarks that, “*In addition to a thriving regulatory and disciplinary practice, Daniel is recognised for his standing in*

TEASER

the football market... he boasts exceptional knowledge of the rules surrounding the activities of intermediaries”.

Igor Lukic, Trainee Lawyer in Austria with the specialisation in Labour Law and Sports Law and a PhD in in “Sports and Law” at the University of Innsbruck, writing about professional football players’ contracts under Austrian, German and Italian Law.

Yuki Mabuchi, JFA Registered Intermediary, CEO, Imagent, Inc.

Karol Machnikowski, LL.M. in International Sports Law, trainee Attorney-at-law, www.kancelaria-bieniak.pl. He specializes in corporate law, civil law, press law, copyright law, litigation and sports law with regard to sports arbitrage. He advises on mergers, acquisitions, conversions debt to equity, and transformations. He participates in negotiating agreements of athletes’ transfers and on their contracts. Entered in the list of international arbitrators at the European Handball Federation Court of Arbitration.

Jean-Michel Marmayou, “Maître de conférences” at Aix-Marseille University where he teaches Sports law and European law. Head of the Sports law Centre of Aix-Marseille (www.centrededroitdusport.fr). Member of the Centre for economic law (CDE EA 4224). Affiliate professor, Kedge Business School. Head of Les Cahiers de droit du sport. Author of several books on sports law.

Taisuke Matsumoto, Attorney-at-Law, Field-R Law Offices (Japan), specializes in Sports law (sports business law, publicity law, contract law, etc), Sports arbitration (team selection, doping, disciplinary decisions, etc) and Sports governance.

Ettore Mazzilli, Italian lawyer specialized in Sports and Entertainment Law. In 1994, he set up his own law office in Bari (Italy). Besides several other positions, he has worked as Legal Counsel and Director of Legal Affairs for the Qatar Football Association since March 2005 as well as he was also appointed as Legal Director for the LOC of the AFC Asian Cup Qatar 2011. With more than 20 years expertise in international football regulations and sports law, he has acted as legal counsel for several football clubs and associations before the relevant sports judicial bodies, whereas he has given several lectures in prestigious masters and has been invited as speaker in seminars in the international sports law worldwide.

Martin Procházka, Director of the Sports Department/Lawyer AC Sparta Praha fotbal, a.s.

Naila R. Rustamzade, is an independent sports law expert in Azerbaijan. Naila holds a Master's degree in International Law (Baku State University), a Master's degree in International Relations and Diplomacy (Diplomatic School of Spain), a Master's degree in International Sport Law (Instituto Superior de Derecho y Economía (ISDE) - Spain).

Enric Ripoll González, Associate Lawyer of Ruiz-Huerta & Crespo, specialist in Sports Law and Member of the AEDD (Spanish Association of Sports Law). In 2012 he graduated Cum Laude in the ISDE International Master in Law and Sport Management. Lecturer at the Master Program of European Sports Law in the Universidad Rey Juan Carlos (Madrid).

Vanja Smokvina, PhD, is an Assistant Professor at the Faculty of Law, University of Rijeka, Croatia, and a Visiting Research Associate at the Edge Hill University, Centre for Sports Law Research, UK. He is an arbitrator of the Court of Arbitration of the Croatian Football Federation.

André Soldner, LL.M. (Nottingham/UK) is a lawyer at Klinkert Rechtsanwälte (Frankfurt am Main/Germany). He is specialised in sports law and has, inter alia, profound legal expertise in relation to national and international player transfers. Speaker and author of several publications on sports law.

Anton Sotir, Consultant at Lombardi Associates (Edinburgh, UK), Partner at GoldenGate Law Firm (Kyiv, Ukraine), Deputy Chairman of the Dispute Resolution Chamber of the Football Federation of Ukraine (Kyiv, Ukraine). LL.M. in International Commercial Arbitration Law (Stockholm University) and LL.M. in International Sports Law (ISDE).

Geanina Tatu, LL.M., Lawyer - Romanian, French and International sports law.

Mario Tenore, Senior associate at Maisto e Associati (Milan office) and member of the International Tax Entertainment Group (“ITEG”). He obtained a PHD in tax law (cum laude) from the II University of Naples (Italy) and an LL.M. Degree (cum laude) in international tax law from the University of Leiden (The Netherlands). One of his areas of expertise is taxation of entertainers and sportspersons (including international transfers, management of image rights, payments to agents and others).

Luca Tettamanti, Attorney-at-law based in Lugano (CH); Founding Partner of the law firm LT Sports Law; LL.M. in International Sports Law (ISDE Madrid); Former general manager of Football Club Lugano SA; Speaker at national and international seminars and conferences; Member of Swiss Association of Sports Law (ASDS), Italian Association of Sports Law (AIAS) and ISDE Alumni.

Miet Vanhegen, Phd researcher at the Law Faculty of the University of Leuven (Belgium).

Wil van Megen, Head of FIFPro’s Legal Department and attorney-at-law with MHZ-advocaten in Schiedam, the Netherlands .Legal adviser of VVCS, the Dutch union of professional football players.

Felipe Vásquez Rivera, Partner and member of the Sports Law Department of “González Mullin, Schickendantz & Asociados” law firm in the Oriental Republic of Uruguay, responsible for many cases of national and international Sports Law conflicts; he participated in the Sports Law certification program at Universidad Católica del Uruguay; he collaborated with the book “Manual Práctico de Derecho del Deporte – Con especial atención al Derecho del Fútbol,” published by Amalio Fernández Publishing house in November 2012; and he is the author of several articles related to the subject matter.

Takuya Yamazaki, Player Representative Member of the FIFA Dispute Resolution Chamber, Chairman of FIFPro Division Asia/Oceania, Attorney-at-Law, Founder of Field-R Law Offices.

INTRODUCTION

The running FIFA landmark regulations on intermediaries define the intermediary as “a natural or legal person who, for a fee or free of charge, represents players and/or clubs in negotiations with a view to concluding an employment contract, or represents clubs in negotiations with a view to concluding a transfer agreement”.

Now, anyone with a “self-certified” impeccable reputation and no conflict of interest may qualify as an intermediary.

Targeting the commonly recognised need of upgrading the transparency in the close and economically attractive fields of transfer of players and intermediaries’ activities, FIFA has established a new registration procedure. From now on, clubs and players are due to submit to their national associations the relevant documents related to the activities of their intermediaries. In doing so, the latter must be registered every time they assist clubs and players in concluding a transaction.

This radical change in FIFA’s approach focuses more on monitoring the intermediaries’ transactions rather than the formalities of their access to the profession as it was the case before. However, FIFA regulations require national associations drafting an annual report on the intermediaries’ activities and remunerations. Such obligation has been further confirmed by the FIFA circular n° 1519 of 11 January 2016.

The updated comparative analysis outlines the FIFA self-constraint in verifying the national associations’ duties in registering intermediaries as well as their transactions and reporting to the international association.

The FIFA regulations aim to better protect the integrity of football and the interests of sports stakeholders. Indeed, footballers engage intermediaries in order to wrangle for the best contracts while clubs’ managers rely on them to get the best players at the best conditions.

In this new legal context, the FIFA rules set minimum standards to be implemented by the national associations, which are free to adopt even stricter requirements, if they wish so.

Eventually, the variety of local, legal and traditional sports frameworks heads for various forms and types of implementations of national regulations.

Therefore, the inevitable result is that there is a huge diversity of national measures to govern the profession’s activity.

As a consequence, therefore, those who are interested in transferring a player to a given country are obliged to know the relevant intermediaries’ regulations if they do not want to put at risk the successful outcome of any relevant transfer.

Starting from the latest official figures and statistics concerning the FIFA regulations, the second edition of this book offers an updated analysis of the implementing measures in 36 national associations.

Finally, it highlights the still existing discrepancies and their impact on the sports stakeholders as well as the best national practices.

Brussels, 30 November 2016

Michele Colucci

THE FIFA REGULATIONS ON WORKING WITH INTERMEDIARIES

by *Paolo Lombardi**

1. Introduction

The FIFA Regulations on Working with Intermediaries replace the FIFA Players’ Agents Regulations (2008) (“Agents Regulations”). This was the last set of rules through which FIFA had regulated the activities of Players’ Agents since their official recognition in the early 1990’s. The need for reform in this area has long been understood, not least of all by FIFA itself. In this chapter, I will briefly look at the FIFA Players’ Agents Regulations, and explore FIFA’s understanding of the need for reform. There will be a detailed review of the Regulations on Working with Intermediaries (“Intermediaries Regulations”), putting them into the context of the current international football industry, and I will conclude with an examination of the main issues coming from the Intermediaries Regulations. It should be noted, however, that at the time of writing, the new regime has been in force for only sixteen months. Although all aspects can and will be discussed, many practical outcomes, such as dispute resolution, essentially remain untested.

* Paolo Lombardi is Managing Director and founder of Lombardi Associates, a UK-based football advisory business as well as a consultant for London-based leading boutique sports law firm Couchmans LLP. Paolo offers advice on international football regulations to football stakeholders worldwide including clubs, players, intermediaries, associations, leagues, regulators and investors. Paolo previously worked for FIFA from 2002 to 2010, gaining significant experience in disputes arising from transfers of players and serving as Deputy Head of the FIFA Players’ Status department. Paolo then became Head of FIFA Disciplinary and Governance, holding responsibility for disciplinary, doping, football governance and ethics-related issues. He was actively involved in drafting FIFA regulations including the Statutes, the Regulations on the Status and Transfer of Players, the Players’ Agents Regulations, the Disciplinary Code, the Code of Ethics and the Anti-Doping Regulations, and sat in all FIFA Committee meetings relevant to his positions. Paolo has dealt with numerous high-profile international football disputes and disciplinary cases and regularly represents clients at FIFA, UEFA and the Court of Arbitration for Sport. Paolo is involved as a lecturer in a number of education and professional development programmes worldwide, and has contributed to various publications in his area of expertise. E-mail: paolo@lombardi-football.com.

2. The FIFA Players' Agents Regulations

2.1 Becoming a Players' Agent

“Players’ agent: a natural person who, for a fee, introduces players to clubs with a view to negotiating or renegotiating an employment contract, or introduces two clubs to one another with a view to concluding a transfer agreement, in compliance with the provisions set forth in these regulations”.¹

From this statement, several things are immediately clear. An Agent could only have been a natural person, acting player to club (representing the player in the negotiation of an employment contract), or club to club (assisting a club to conclude a transfer agreement). As is extrapolated further on in the Agents Regulations, an agent’s work was solely based on transfer-related activities, and the Agents Regulations did not cover any other type of work such as image rights, services to coaches or managers or such like. A corporate entity could not act as an agent, however a corporate entity could support a Licensed Agent to assist in administration.

To become a Licensed Players’ Agent it was necessary for an individual to firstly apply to the relevant association in which they resided, showing themselves to be a person with an “impeccable reputation”.² The individual could not simultaneously hold any position at an Association, Confederation, League, or at FIFA.³ If these basic prerequisite were satisfied, the individual then had to pass an exam, set partly by FIFA, for questions relating to the FIFA Statutes and Regulations, and partly by the association, for questions relating to national subjects. The exam was administered by the association, although minimum pass marks were set by FIFA. Additionally, the individual had to take out appropriate insurance (or provide a bank guarantee) and this was subject to control by the association. Once all these steps had been undertaken, the licence was issued, and the name entered onto a Licensed Players’ Agent register.

The Agents Regulations allowed for certain “exempt Individuals” to represent players without being a licensed players’ agent. These were either the parents, siblings or spouse of a player, or a legally authorised practising lawyer, and any activity undertaken by them would fall outside of the scope of FIFA.⁴

TEASER

¹ FIFA Players’ Agents Regulations (2008), Definitions.

² FIFA Players’ Agents Regulations (2008) define this to be someone who had never had a criminal sentence for a financial or violent crime passed against them.

³ FIFA Players’ Agents Regulations (2008), Article 6.

⁴ FIFA Players’ Agents Regulations (2008), Article 4.

2.2 Representation Contract⁵

Only upon the conclusion of a representation contract, was an agent properly permitted to represent a party in negotiations. The contract had to be a written mandate and could last for up to two years, with any renewal of the contract effective only with a further written mandate being signed by all parties. An agent was allowed to represent a minor, with the parents or guardians additionally required to sign the mandate.

Crucially, the Agents Regulations stipulated that all conflicts of interest were to be avoided, and under no circumstances could a players’ agent represent more than one party to the relevant transaction. The constant jurisprudence of the FIFA Players’ Status Committee⁶ is adamant in indicating that Article 19 par. 8 of the Agents Regulations was enacted in order to ensure that a players’ agent is not remunerated twice for the services he renders in the same transaction.

2.3 Remuneration⁷

Also included in the representation contract were the details of the agent’s remuneration. For the representation of a player, the remuneration was calculated with direct reference to the annual basic gross salary, including any fixed remuneration. The amounts could be paid in a lump sum, or in instalments over the course of the playing contract (even if this was longer than the representation contract). If the amount had not been specified in the contract, the Regulations allowed for a default amount of 3% of the basic salary to be paid to the agent.

An agent representing a club would have the remuneration agreed in advance and would be paid in a lump sum.

2.4 Rights and Obligations of Players and Clubs

Under the obsolete Agents Regulations, both the Players and the Clubs, when engaging representation service, were obliged to ensure that the individual engaged was a fully licensed players’ agent.⁸ They also were to ensure that the name of the agent was noted in the employment contract or transfer agreement. If no agent has been used, the agreement should have noted this explicitly.⁹

The relevant provision of the Agents Regulations clearly provided for the crucial element of proof: while if the agent’s name and signature appear in the contract it cannot be denied that the agent took part in the relevant negotiation, if there is no mention of the agent in the relevant contract the activity may hardly be

⁵ FIFA Players’ Agents Regulations (2008), Article 19.

⁶ Cf. *inter alia* decision number 712988 under www.fifa.com.

⁷ FIFA Players’ Agents Regulations (2008), Article 20.

⁸ FIFA Players’ Agents Regulations (2008), Article 27.3.

⁹ FIFA Players’ Agents Regulations (2008), Article 28.

FIFA REGULATIONS ON WORKING WITH INTERMEDIARIES. ANALYSIS FROM THE PERSPECTIVE OF THE CLUBS

by Ornella Desirée Bellia*

1. Introduction

The new FIFA Regulations on Working with Intermediaries (hereafter the “FIFA Regulations”) is probably the most important recent change to the FIFA regulatory framework. The main objective of the new Regulations consists in setting up a more transparent system, whereby players and clubs are able to choose any parties as intermediaries, as far as certain minimum requirements are met. Therefore the new system aims to seek a broader control over individuals who represent players and/or clubs in the negotiations of employment contracts and transfer agreements, but also to control the activity itself rather than the access to such activity.

Thus, for the sake of transparency, a registration system for intermediaries is set up at national level, where intermediaries shall be registered each time a player or club engages his services. As the old licensing system ceased to exist, being replaced by the registration system, the mandatory procedure to become an intermediary is now much simpler than before.¹

* Head of Legal Affairs at the EPFL (Association of European Professional Football Leagues), LL.M. in International Sports Law (ISDE), Negotiation and Leadership Diploma from Harvard Law School. Ornella previously worked as Legal Affairs Manager of a football club in the Italian top division, and as a legal consultant in some of the most renowned law firms worldwide, having gained professional experience in several countries (UK, Spain, Italy, Brazil and Switzerland). Ornella is lecturer in Sports Management and Sports Law Masters in Italy and Spain, she is author of several publications in specialized journals and books, guest speaker at international events in Europe and the US. As Head of Legal Affairs of the EPFL, she is in charge of all the legal issues involving the interests of the European Leagues at international level. E-mail: ornella.bellia@epfl-europeanleagues.com.

¹ According to the new FIFA regulatory framework, the applicant no longer has to pass an examination, nor has to conclude professional liability insurance or provide a bank guarantee for a minimum amount of CHF 100,000. However, in implementing their own regulations, some National Associations have maintained the prerequisite to pass an exam (Mexico) or an interview (Spain); several associations have maintained the prerequisite to have a professional liability insurance (e.g. Brazil, Mexico, Portugal).

TEASER

In the aforementioned registration process, clubs play an active role as several duties are to be carried out by them when signing a representation contract with an intermediary.²

Clubs engaging the services of an intermediary have to:

- i) act with due diligence, ensuring that the intermediary has filled in and signed the so-called *intermediary declaration*,³
- ii) submit such a declaration to the relevant association, i.e. the association where the player is to be registered, or to the previous association in the event the club engaging the services is the releasing club,⁴
- iii) disclose to their respective association the full details of any and all agreed remuneration or payments of whatsoever nature that they have made or that are to be made to the intermediary.⁵

In addition to the foregoing, clubs have a general obligation to ensure that any transfer agreement or employment contract concluded bears the name and signature of such intermediaries, if any. Therefore, in the case that no intermediaries have been involved in the negotiations, clubs have to ensure that the relevant documentation contains a specific disclosure of this fact.⁶ For the sake of completeness, it shall be noted that on occasion of international transfers, specific information in this respect also has to be uploaded onto the FIFA Transfer Matching System (TMS).

Furthermore, when signing a representation contract, the club has to specify the nature of the services offered by the intermediary for each specific transaction: for instance, consultancy in view of concluding a transfer agreement or an employment contract, or any other kind of services.

Last but not least, clubs must declare whether the intermediary acts exclusively on behalf of the club itself or also on behalf of the player, as a specific duty of disclosure is provided in the latter case. In fact, the FIFA Regulations introduced the possibility for clubs and players to engage the services of the same intermediary for the same transaction. The dual representation, which was forbidden and sanctioned in the previous system, is now allowed as long as both the club and the player give their express written consent prior to the start of the relevant negotiations and specify who will remunerate the intermediary for his professional services.⁷

² It shall be noted that in practice, even in those cases where the intermediary is engaged exclusively by the player, it is unlikely that the latter will put in place all the commitments required by the new rules, for the simple reason that he has neither the expertise nor the willingness to do so. Players engage intermediaries in order to receive their assistance during the negotiations and in administrative activities associated with football transactions. Thus, in practice it is the acquiring club that takes care of those activities rather than the player.

³ Art. 2.2 FIFA Regulations.

⁴ Art. 3.2 FIFA Regulations.

⁵ Art. 6.1 FIFA Regulations.

⁶ Art. 6.2 FIFA Regulations.

⁷ Art. 8.3 FIFA Regulations.

2. *Pros and cons of the new Regulations with a focus on the clubs' perspective*

As already pointed out, the new regulations provide a much simpler process for those wishing to execute intermediary activities, since the applicant no longer has to pass an examination, nor has to conclude a professional liability insurance or provide a bank guarantee.⁸

However, it appears that, while the new rules have facilitated the access to the profession for those wishing to conduct intermediary activities, the bureaucratic activities of football clubs may have been burdened, particularly on occasion of those transfers conducted with the services of foreign intermediaries.

As it will be explained in the following paragraph, the system appears now particularly fragmented due to the discrepancies existing between national regulations and FIFA Regulations. Indeed, National Associations have been entitled to go beyond the minimum standards/requirements established by the FIFA regulatory framework⁹ and have had wide autonomy in the implementation of their own rules. Such a “de-internationalisation” has led to a system where international transactions may be complicated due to several factors explained below.

In addition to the foregoing, the new system has brought more commitments and liability on clubs (and players). It is interesting to note that, while the previous Regulations governed the activities, duties and responsibilities of agents, the new rules regulate the activities, duties and responsibilities of clubs and players in their relationship with intermediaries, rather than the intermediary's activity itself.

The different wording in the titles of the Regulations – the previous and the current ones – is quite eloquent in this respect.¹⁰

a) *Registration with the national associations*

According to the new FIFA Regulations “*Intermediaries must be registered in the relevant registration system every time they are individually involved in a specific transaction*”.¹¹

⁸ As mentioned above, in implementing their own regulations according to Art. 1.2 FIFA Regulations, several National Associations have maintained some prerequisites, such as to conclude professional liability insurance.

⁹ Art. 1.3 FIFA Regulations.

¹⁰ FIFA could have opted for titles such as “Intermediaries’ Regulations” or “Regulations for Intermediaries’ Activity”, rather than “Regulations on Working with Intermediaries”. The title reflects the content of the Regulations, which has as direct subjects clubs, players and associations, rather than the Intermediaries. It shall be noted that the previous Regulations were entitled “Players’ Agents Regulations” rather than “Regulations on Working with Players’ Agents”.

¹¹ Art. 3.1 FIFA Regulations.

THE FIFA REGULATIONS ON INTERMEDIARIES. THE PLAYERS' POINT OF VIEW

by *Wil van Megen**

1. *Introduction*

When speaking about agents/intermediaries with club representatives it regularly appears that they are considered as an unavoidable evil. Agents are described as greedy people taking too much money out of football. In fact not many people empathize with football agents. However, it is those same clubs, paying the fees they describe as exceptional. In the end it is always a matter of budget. Do the transfer sum, the player's remuneration and the fee for the agent/intermediary fit into the budget?

In fact this means that the more the intermediary receives, the less the player earns. The point is that players don't always realize this and presume that their representatives are paid by the club and not – indirectly – by themselves. On the other hand, it is true that players need someone to negotiate the best possible result for them at a reasonable price.

FIFA started to regulate agents' activities back in 1996. By introducing the regulations in 2001, FIFA introduced a sophisticated framework for agents' activities in football. A free service of FIFA for agents to collect unpaid fees was part of the package.

The system seemed to function to a certain extent and was updated on several occasions. In October 2007 the FIFA Executive Committee decided to increase the standard of players' agents with new criteria. One of these criteria was the renewal of the license every five years in combination with a new exam for each agent.

The new criteria triggered a group of, mainly Belgian, agents to take action against these changes. According to their lawyers this decision was illegal. They argued that a private organization was not allowed to regulate a profession – only a government could do so. A court case was prepared in order to have preliminary questions for the ECJ.¹

* Wil van Megen is head of FIFPro's Legal Department and attorney-at-law with MHZ-advocaten. E-mail: W.van.Megen@fifpro.org.

¹ www.espnfc.com/story/514392/des-agents-de-joueurs-attaquent-la-fifa-pour-abus-de-pouvoir.

Before this, in 2005, we had the Piau-case before the ECJ in which FIFA strongly defended the Agents' Regulations.² Piau complained about the FIFA Regulations on Agents, on the grounds of competition law, as he felt that those rules included unjustified restrictions on trade, like the exam and the financial deposit. He also argued that FIFA abused its dominant position and that the Regulations infringed the freedom of movement of services regarding players' agents.

After the European Commission rejected the complaint, the case ended up in the Court of First Instance.

It is important to notice that the Court stated that FIFA is an association of undertakings within the meaning of Article 101(1) TFEU and therefore is subject to EU competition law. The work of agents is an economic activity that falls under EU-law and so were the FIFA Regulations regarding agents.

The Court ruled that the Commission was right in rejecting the complaint, because there was sufficient justification for the system since the measures were proportionate and necessary, keeping in mind the specific demands of the industry.

The initiative of the Belgian group, in combination with the implications of the Piau-case, triggered the process for the new regulations. Looking at the considerations of the Court, we can assume that the new Regulations also fall within the scope of Article 101(1) TFEU.

2. Relevant regulations

FIFA delegated the authorization of making regulations to the national Federations. The FA's will set their own regulations based on the FIFA Regulations on Working with Intermediaries.

According to the International Trade Union of Football Players (from henceforth FIFPro) the system needed improvement on five main issues:

- Regulation of agents' remuneration, since a substantial number of payments were extremely disproportionate in relation to the work performed;
- Protection of minors;
- Conflict of interest by representing both parties (club and player);
- Prevention of tapping up contracted players;
- Lack of professional competence.

These points match, more or less, a resolution by MEP Doris Pack on behalf of the Committee on Culture and Education on 18 March 2010.³

Participation in the FIFA Working Group on Intermediaries gave FIFPro a possibility for direct influence on the new system.

By regulating the activity, rather than the profession, FIFA tried to prevent

² Case T-193/02 Piau v Commission [2005] ECR II-0209.¹ Case T-193/02 Piau v Commission [2005] ECR II-0209.

³ MOTION FOR A RESOLUTION 18.3.2010 B7 0000/2010 further to Question for Oral Answer B7 0000/2010. pursuant to Rule 115(5) of the Rules of Procedure on players' agents in sports.

Piau-like cases. The efforts of the working group resulted in a set of minimum requirements for intermediary activities.

When we look at these requirements, we see that the first step is registration instead of licensing. The new regulations require registration of the representation contract, by the national federation, as well as every transaction (art. 2.3 and art. 3.1).

The fact that intermediaries can be either natural persons as legal persons might lead to problems in case the regulations are violated. Legal entities can turn into "hiding places" for less respectable activities. An infringement of regulations can only be performed by persons. If the intermediary is a legal person the people involved in intermediary activities must also qualify as an intermediary. The question is what to do in case of sanctions. Does a sanction against a legal person affect only the legal person itself or also the people involved or only the person who violated the regulations? Also the liability in case of mistakes can be problematic, especially now that there is no longer a requirement for liability insurance. The person violating the regulations can hide behind a bankrupt legal entity if things go wrong – neither the FIFA requirement, that the individuals representing the legal entity within the scope of the transaction in question have an impeccable reputation, nor the Intermediary Declaration for legal persons will help here. The single recommendation of the English FA in the Declarations, Acknowledgments and Consents for Legal Persons regarding insurance needs strengthening, as a recommendation cannot be enforced.

3. Remuneration

Looking at the figures of the FIFA TMS system there were indications that agents took out much more money than the recommended 5% fee of the first year of the player's contract.⁴

The aim of the new regulations is to provide a better balance in intermediaries' fees. The system now applies, not only to the former players' agents, but to all who represent players and/or clubs in negotiations with a view to concluding an employment contract.

According to TMS, only 25-30 % of transfers were managed by official FIFA licensed agents.⁵ In order to cover every form of representation of players, the exceptions for relatives and lawyers as representatives were excluded. Each transaction needs registration with a mandatory mention of the details of the intermediary involved.

Regarding the remuneration, there is a strong recommendation to limit the remuneration to 3% of the fixed income of the player for the entire duration of the contract. It needs to be seen whether this recommendation can be maintained,

⁴ <http://ec.europa.eu/sport/library/documents/xg-gg-201307-final-rpt.pdf>.

⁵ <http://ec.europa.eu/sport/library/studies/final-report-eu-conference-sports-agents.pdf>.

THE IMPLEMENTATION OF THE FIFA REGULATIONS IN ENGLAND

by Daniel Lowen*

1. Introduction

The implementation of FIFA's Regulations on Working with Intermediaries (the "FIFA Regulations") on 1 April 2015 signaled the biggest transformation of player and club representation in the history of professional football.

Whilst Article 1 of the FIFA Regulations requires national associations to implement and enforce its provisions, it expressly reserves associations' rights "to go beyond these minimum standards/requirements".¹

On 5 February 2015, the English Football Association ("The FA") became one of the first national associations worldwide to publish its own supplemental regulations, the FA Regulations on Working with Intermediaries (the "Regulations"). This chapter examines briefly the national laws relevant to intermediaries' activities, provides an overview of the Regulations, its key principles and requirements, and assesses certain practical effects of the new regulatory regime in England.

2. Relevant national law

In England, intermediaries' activities are regulated in three ways: (i) by the common law, (ii) by UK legislation and (iii) by the Regulations and other relevant rules and regulations laid down by football's governing bodies. Whilst this chapter focuses on the third item (and in particular the Regulations), it is important to note the other regulatory strands, which together form the regulatory landscape that an intermediary is required to navigate.

2.1 The common law

The common law definition of agency is:

* Partner, Couchmans LLP. E-mail: Daniel.Lowen@couchmansllp.com.

¹ The FIFA Regulations on Working with Intermediaries, Articles 1.2 and 1.3.

"the fiduciary relationship which exists between two persons, one of whom expressly or impliedly manifests assent that the other should act on his behalf so as to affect his relations with third parties, and the other of whom similarly manifests assent so to act or so acts pursuant to the manifestation".²

The common law duties to which an intermediary is subject when carrying out activities on a player's behalf are extremely broad and include (non-exhaustively) the duty to use due skill and care,³ to act in accordance with the terms of appointment and not to exceed his or her express or implied authority, to obey the lawful instructions of the principal, not to put himself into a situation where his interests will conflict with those of his principal⁴ and, as was highlighted in *Imageview Management Ltd v Jack*,⁵ a high profile case between a player and his agent, not to make a secret profit.⁶ The 2009 case underlined the high standards imposed upon agents (i.e. intermediaries) by the common law (in addition to the requirements of any regulations laid down by football's governing bodies). As stated by Lord Justice Jacob in the Court of Appeal in that case, "The law imposes on agents high standards. Footballers' agents are not exempt from these. An agent's own personal interests come entirely second to the interests of his client... An undisclosed but realistic possibility of a conflict of interest is a breach of [an agent's] duty of good faith...".

² B. Bowstead and FMB Reynolds, 'Bowstead & Reynolds On Agency' 19th ed, United Kingdom, Sweet and Maxwell, 2010.

³ *Beal v South Devon Ry Co* (1864) 3 H&C 337.

⁴ *Aberdeen Railway v Blaikie Bros [1854] 1 Macq 461.*

⁵ *Imageview Management Ltd v Jack [2009] EWCA Civ 63.*

⁶ The agent of Kelvin Jack, a Trinidad and Tobago international goalkeeper, negotiated his client's contract of employment with Dundee United FC. A commission of 10% was agreed, calculated with reference to the player's gross salary. Unbeknown to the player, the agent negotiated a side agreement with the club under which the club would pay £3,000 for the agent's efforts in obtaining the player's work permit. When the player subsequently found out about the side agreement, he ceased paying the commission to the agent. The agent sued the player for unpaid commission and the player counterclaimed not only for the secret profit paid under the agent's side deal with the club, but also for all of the commission already paid to the agent. The Court of Appeal found in favour of the player and the agent's commission was forfeit – the player did not have to pay any further commission and was entitled to repayment of all of the fees paid by him to the agent. Furthermore, the £3,000 fee paid by the club to the agent under the side deal was a secret profit made by the agent acting as a fiduciary and, as such, it was recoverable by the player. The Court reasoned that in the circumstances, the agent had clearly used his connection with the player to obtain a benefit for himself. There had been a clear conflict of interest (it was preferable for the agent to move the player to Dundee United FC as opposed to any other club, in view of his side agreement with Dundee United FC, and the more that was paid to the agent, the less there might be available to be paid to the player), and the agent had acted in breach of his fiduciary duties to the player. The case was a salutary lesson for agents and highlighted the need under common law for agents or intermediaries to disclose to his or her principal any and all commission he or she may earn – if they allow themselves to be in a position where there is a real possibility of their interests conflicting with those of their principal, they risk losing not only any secret profit but also their legitimately received commission.

2.2 UK legislation

There is no UK legislation that directly regulates the activities of players' representatives. There are, however, various statutes which impact upon and constrain the conduct of intermediaries in certain ways.

The Employment Agencies Act 1973 and the Conduct of Employment Agencies and Employment Businesses Regulations 2003 set minimum standards of conduct for employment agencies and employment businesses which provide services for the purposes of finding employment for workers and supplying potential employees to employers. The legislation imposes various obligations on employment agents, many of which overlap with the common law duties imposed upon intermediaries. For example, offering workers financial benefits or benefits in kind to use the intermediary's services is prohibited⁷ and there is an obligation to disclose to the principal at the outset of the relationship details of fees payable, who will pay the fees and the services for which fees will be payable.⁸ However, to the author's knowledge, an intermediary (or, previously, licensed agent) has yet to be charged with a breach of the Act or the Regulations.

The Bribery Act 2010 (the 'Bribery Act') is a piece of legislation of which all intermediaries should be aware, as it established two criminal offences:

- a) Bribing another person – an intermediary will be guilty of an offence if they offer or give a financial or other advantage with the intention of inducing another person to perform a public or commercial function or activity improperly or reward that person for doing so;⁹ and
- b) Being bribed – an intermediary will be guilty of an offence if they receive a financial or other advantage intending that a public or commercial function or activity should be performed improperly as a result.

Under s. 4 of the Bribery Act, improper performance is performance or non-performance which breaches expectations of good faith or impartiality or breaches a position of trust. The penalties under s. 11 of the Bribery Act are potentially serious – an unlimited fine or imprisonment for up to 10 years.

If an intermediary pays or accepts payment from a third party in relation to the duties he carries out for his principal (the player), including payments to or from individuals at a club in connection with a player transfer,¹⁰ that will in theory constitute an offence under the Bribery Act.¹¹

⁷ Employment Agencies Act 1973, s. 6.

⁸ Conduct of Employment Agencies and Employment Businesses Regulations 2003, Regulation 13.

⁹ Bribery Act 2010, s. 1.

¹⁰ Excluding, of course, remuneration payable to the intermediary in accordance with a representation contract and/or Transaction documentation.

¹¹ Such payments (or gifts) are traditionally known in the football industry as 'bungs' (a much-discussed topic in football).

THE IMPLEMENTATION OF THE FIFA REGULATIONS IN FRANCE

by Jean-Michel Marmayou*

1. Introduction

Let it be said from the outset: there are at least four reasons why the new FIFA regulations will not apply in France.¹

Firstly, because France has long had very strict regulations governing the profession of sports intermediaries. These regulations cover all sports and the decision has been taken not to waiver them just for football. The second reason is because the FIFA regulations cannot have a direct applicable in French law as they emanate from a private association governed by Swiss law.² Furthermore, the FIFA regulations themselves state in their Article 1.2 that "*associations are required to implement and enforce at least these minimum standards/requirements in accordance with the duties assigned in these regulations, subject to the mandatory laws and any other mandatory national legislative norms applicable to the associations.* [...]. And in their Article 1.3 "*The right of associations to go beyond these minimum standards/requirements is preserved.*" Lastly, French law, that the French football association (Fédération Française de Football – FFF) is required to apply, is broadly in line with the "*minimum standards/requirements*" set out in the new FIFA regulations.

* "Maître de conférences" at Aix-Marseille University where he teaches Sports law and European law. Head of the Sports law Centre of Aix-Marseille (www.centrededroitduport.fr). Member of the Centre for economic law (CDE EA 4224). Affiliate professor, Kedge Business School. Head of Les Cahiers de droit du sport. Author of several books on sports law. E-mail: jean-michel.marmayou@univ-amu.fr.

¹ The French Regulations on Working with Intermediaries (Règlement des agents sportifs FFF) is available on https://www.fff.fr/common/bib_res/ressources/450000/5000/160719135241_reglement_des_agents_sportifs_saison_2016-2017.pdf (2 September 2016). The FFF has written to the FIFA informing it that the new regulations would not be applicable on French territory.

² CA Metz, 30 June 2011, Cah. dr. sport n° 25, 2011, 120, note J.-M. MARMAYOU. – CE, 8 nov. 2006, n° 289702. – CE, 2 February 2006, n° 289701. – TGI Saint-Étienne, 26 January 2005, Cah. dr. sport n° 3, 2006, 100, note J.-M. MARMAYOU. – CA Aix, 17 April 2002, Bull. Aix 2002/2, 88, note F. RIZZO – CA Metz, 20 March 2002, Rev. jur. éco. sport 2003, n° 66, 50.

And finally, there are only three real difficulties: the requirement for the domestic football associations to publish the details of each transaction and the cumulated amount of the sums paid to the agents by the clubs, the equivalence of qualifications and the cap on commissions.

[Although the English version of the FIFA regulations uses the term “intermediary”, this paper will use the more familiar term of “sports agent”].

2. Relevant national law

In France, the job placement business is regulated and in principle reserved to authorised public or semi-public bodies.³ For private individuals to become involved in the placement of sports persons, the authorities had to⁴ regulate the profession of the sports agent by adopting a special text that derogates from public law. They did so in 1984.⁵

Current French law relating to sports agents is set out in Articles L.222-5 to L.222-22, R.222-1 to R.222-42 and A.222-1 to A.222-6 of the *Code du Sport* [codified Sport Laws].⁶ These Articles result from several modifications and reforms over the years, the last of which was law 2010-626 dated 9 June 2010.

Sports associations have been awarded considerable powers by the *Code du Sport*. This has resulted in the FFF issuing specific regulations applicable to sports agents. These regulations reiterated the main principles of the law while adding certain technical details. They are published on the FFF website.⁷

3. Principles et definitions

The principles of French law governing sports agents are fairly simple. The law fixes the criteria that limit its application. And in those cases where it has to apply, it requires that the agent (i) hold an official licence to operate a business as a sports agent (the conditions for obtaining which are very strictly detailed); (ii) comply with certain good practice rules; (iii) submit to the disciplinary procedures of the sports association.

4. The sports agent's role

Scope - Under Article L.222-7 of the *Code du Sport*, “the profession that consists in bringing together, for payment of a remuneration, the parties

³ Art. L. 5311-1 et s., C. trav.

⁴ CA Montpellier, 28 Feb. 1996, *Juris-Data* n° 1996-034119 having qualified the sports agent's business as “operator of a job placement business”.

⁵ Art. 15-2, loi n°84-610, 16 July 1984.

⁶ www.legifrance.gouv.fr.

⁷ www.fff.fr.

interested in signing a contract under which a person will be paid to practice a [professional] sport or training activity, or concerning the signature of an employment contract for a paid sport or training activity can only be exercised by an individual holding a sports agent's licence.” Therefore, within the meaning of the *Code du Sport*, the agent acts as an intermediary whose role is to bring together two future contracting partners. The person may be either acting only as a broker, or as an agent for one of the parties under an agency agreement that mentions this “bringing together” aspect. A simple advice given to the parties interested in signing a sports contract is not covered by the sports laws and therefore does not require that the person hold a licence to act as an agent.

However, the law does not define its field of application based solely on the criteria of the agreement under which the agent is appointed. It also takes account of the nature of the operation in which the agent is participating. In fact, this operation consists in the placement of a person in employment: the agent's role is to “place” the sportsperson or trainer so that he may practice his sport or exercise his profession. This notion of placement is envisaged very pragmatically if a direct placement is being sought, it will covers all the associated contractual transactions, both the contract and any pre-contract agreements (such as promise of employment, preference pact, etc.), transfer agreements (transfers, loans, transfer promises)⁸ and contracts of collaboration between sports agents.⁹

On the other hand, Article L.222-7 of the *Code du Sport* does not apply to the actions by an intermediary leading to the signature of image contracts, endorsements or even wealth management. In such cases, the intermediary is not subject to the *Code du Sport* and does not require a licence to exercise his profession.

International scope - The agent's business often includes an international aspect due to the nationality of the agent, the sportsperson or the club for whom he is acting (currently or in the future). This international dimension raises the question of the territoriality of the French system relating to sports agents. Moreover, France is one of the few countries¹⁰ to have adopted rigorous legislation in this field and questions have to be asked as to its possible classification as a public order law. In other words, should French law routinely take priority over foreign law?

⁸ Cass. 1^{re} civ., 18 July. 2000, Dr. et patr. 2001, n°91, 40, note F. RIZZO ; JDI 2001, 97, note E. LOQUIN et G. SIMON.

⁹ CA Aix, 21 sept. 2006, JCP G 2006, II, 10202, note F. RIZZO, reforming T. com Grasse, 7 June 2004, Cah. dr. sport n° 1, 2005, 105, note F. RIZZO. Therefore, an unlicensed operator whose role is to simply introduce contracting partners (and receive a “finder's fee”) should be considered someone who is illegally exercising the business of sport's agent.

¹⁰ C.R. SIEKMAN et alii, *Player's agent worldwide legal aspects*, T.M.C Asser Press, 2007. – KEA KEA & alii, *Sports agents in the European Union*, Study conducted in 2009 for the European Commission. (<http://ec.europa.eu>).

THE FIGC REGULATIONS ON INTERMEDIARIES

by Salvatore Civile* and Michele Colucci**

1. Introduction

On 26 March 2015, the Italian Football Association (*Federazione Italiana Giuoco Calcio*, hereafter “FIGC”) issued the Regulations regarding the services of the intermediary (hereafter “the FIGC Regulations”),¹ implementing the relevant FIFA Regulations.

The FIGC Regulations have deeply reformed the previous legal framework under which the acquisition of a licence was an essential requirement to provide professional services as an “Agent”.²

Now everybody can act as intermediary provided that he signs a representation contract and a declaration by which he obliges himself to follow the FIGC, UEFA and FIFA rules.

He can act in the interests of a player, a club or both of them but he must avoid conflict of interests especially when he is already a member of the Italian football federation.

* Salvatore Civile, Founding and Managing Partner of the Law Firm “Studio Civile” and President of the Italian Sports Lawyers Association. Arbitrator of the European Handball Federation Court of Arbitration (ECA), lecturer and author of publications related to Sports Law. E-mail: avvocato@studiocivale.it.

** Michele Colucci, Scientific Director of the Sports Law and Policy Centre and Honorary President of the Italian Sports Lawyers Association. E-mail: info@colucci.eu.

¹ FIGC, C.U. 190/A, “Regolamento per i servizi di procuratore sportivo”, available on www.figc.it/it/104/3818/Norme.shtml (17 September 2016).

² Under the previous regulations, in order to get a license the applicant had to pass an exam, take out a professional liability insurance and accept a “Code of Conduct”, which imposes on the agents duties of transparency, impartiality and respect for the relevant sports laws and regulations. Moreover, the applicant had to meet some eligibility criteria and comply with strict conflicts of interest's rules. Only a fully licensed agent was legally entitled to provide the intermediation services to players and clubs.

However, the same FIGC Regulations did equate to the agents those lawyers and player's relatives (parent, brother or spouse) who usually act on behalf of the players.

Finally, albeit not a FIGC member, the Agent was subject to its disciplinary rules in order to ensure full compliance with the relevant FIFA and FIGC Regulation.

TEASER

Contrary to the previous regime, the activity of intermediaries is not limited to natural persons but it is also open to legal entities which are subject to the same rules and requirements applicable to natural persons.

The present article aims to detail the new provisions by underlying the differences with the previous regulations, some legal gaps, and provide some suggestions in order to make the legal framework more effective.

2. Definitions and Principles

A first observation concerns the terminology adopted by the Italian Football Association.

Although, the new regulations aim to implement the new FIFA rules on working with intermediaries in Italy, none of its articles and annexes refers to agents or to intermediaries. The FIGC legislator prefers rather using the term “procuratore sportivo” (hereafter always mentioned as “intermediary”) in order to have a clear cut distinction of this category of sport professionals from any other existing type of broker in Italy.³

So, the “procuratore sportivo” is defined as “*the person or the legal entity who, on a permanent basis or occasionally, assists or represents a sports club and/or a player⁴ (...), under a specific contract, with no regard to his/her professional qualification and to his/her relationship with the athletes represented*”.

The regulations only apply to clubs and players⁵ when receive services of an intermediary in order to deal with the activities linked to an employment agreement and/or a transfer agreement,⁶ provided that the following two conditions are fulfilled:

- the parties sign the relevant representation agreement enclosed with the regulations;
- the intermediary is already registered to the “register of intermediaries” established by the FIGC.

With regard to the second condition, the regulations must be interpreted in the way that an intermediary must file an application with FIGC and wait for the acceptance/ratification of his request, before providing his services or signing a representation agreement with a Club or a Player.

³ M. Lai “*Dagli Agenti di Calciatori ai Procuratori Sportivi: la nuova disciplina in materia di intermediari nel calcio professionistico*”, *Rivista di Diritto ed Economia dello Sport* 1/2015, SLPC, 79-103.

⁴ The word “player” means not only a professional footballer who has already been registered by a club with a professional contract, but also a player who signs/concludes a professional contract for the first time.

⁵ The regulations, as indeed required by FIFA, concerns only the representation agreement that an intermediary concludes with a club or a player. It is not applicable for coaches, assistant-coaches or physical trainers.

⁶ Although the definition of club in article 1 refers to a club affiliated to the FIGC, the activities of an intermediary may also involve a transfer of a player from or to a club based in foreign countries.

As a consequence, any document signed by the intermediary who is not duly registered is considered as null and void.

3. The registration

3.1 Registration procedure and fees

The Italian registration procedure is stricter and more complicated than the old FIFA one.

In fact, pursuant to article 4 of the FIGC regulations any person, legally resident in Italy, is entitled to apply to the FIGC to register as intermediary.

Nevertheless article 5 the FIGC Regulations require a “double” registration:

- one for the natural person or the company, acting as intermediary; and
- one for each contract of representation.

Moreover intermediaries need to pay yearly registration fee of 500 euros in addition to a fee of 150 euros for each individual representation contract.

The registration is valid for one year only and it can be renewed. There are no specific provisions on renewals of representation contract and, therefore, intermediaries need to file a new application and submit all relevant documentation *ex novo*.

3.2 The Declaration of intermediaries

The registration is accompanied by a declaration that partially mirrors the FIFA one in terms of compliance with the relevant ordinary and sports rules.

Such a declaration must be signed by both natural and legal entities. In the latter case, all the company's representatives and intermediaries must be mentioned and those acting as intermediary within the company must be clearly identified.

By signing such a declaration the intermediary agrees to:

- be bound by the FIFA and FIGC' statutes and regulations;
- submit himself to the disciplinary jurisdictions of both FIGC and FIFA;
- declare that he has no contractual relationship with leagues, associations, confederations or FIFA that could lead to a potential conflict of interest;
- consent for the association to process his/her personal data, and to publish on the website, or in the official communication, the mandates received and even the publication of the payments received for the services as intermediary;
- authorize the national association and the leagues to discover all relevant information and documentation from any source, including the public administration, the intermediary himself or third parties, in order to verify the truth of his/her declarations and the fairness of his/her actions;
- authorize to publish disciplinary sanctions, in his/her regard, given by the relevant sports judicial bodies;

FIFA REGULATIONS ON WORKING WITH INTERMEDIARIES AN UPDATED COMPARATIVE ANALYSIS

by Michele Colucci*

1. Introduction

Twenty months after the entry into force of the FIFA regulations on working with the intermediaries on 1 April 2015, at least one intermediary was involved in 21% of all international transfers of players carried out in 2016.¹

According to the International Transfer Matching System (ITMS)² the intermediaries were 1680 just before the entry into force of the regulations. They rose to 2221 until 31 March 2016 and from that day until October 2016 they were already 1700.

Worldwide, the clubs spent a total of 368 Million USD in commission to intermediaries in 2016, while 274 were spent in 2015 and 238 in 2014.³

The above figures clearly show that the entry into force of the regulations determined a significant transparency increase in getting the real figures of intermediaries involved in international transfers and the amount of their turnover. In fact comparing the 2015-2016 figures with those of the first seven months of the term 2016-2017, the observer can easily verify the positive outcome of the mandatory registration established by the FIFA regulations and implemented – although in a quite fragmentary way – by the member associations.

The FIFA Regulations' goal to better protect the integrity of football as well as the interests of its stakeholders has been met and – in this way – they contribute to fulfill their financial responsibilities.

* Honorary President of the Italian Association of Sports Lawyers and Sports Law and Policy Centre. The information and views set out in this study are those of the author and do not reflect at all the official opinion of the institution he belongs to. E-mail: info@colucci.eu.

¹ K. Morris, presentation on FIFA TMS and FIFA Regulations on working with intermediaries., Players Contracts, London, 21 October 2016. The FIFA TMS website is available on www.fifatms.com.

² The ITMS is the online platform containing all data related to international transfers of players (employment and transfer agreements, reference to other agreements, TPO declarations, Intermediaries declaration) that introduced standardisation and enhanced transparency based on FIFA's Regulations on the Status and Transfer of Players.

³ FIFA TMS, Intermediaries in International Transfers, 2016, https://www.fifatms.com/wp-content/uploads/dlm_uploads/2016/11/Intermediaries-2016.pdf (visited on 25 November 2016).

FIFA has deeply revised its regulatory strategy passing the governance responsibilities on to the member associations which must implement some minimum standards.

Moreover FIFA addresses itself directly to players and clubs in order to upgrade the safeguard of their rights and entitlements rather than governing the legal and organisational aspects of the category of intermediaries, who are traditionally not considered as parties of the international football community.

This revolutionary change of approach looks like a cautious retreat within the more familiar regulatory scope covering the traditional stakeholders.

In doing so, FIFA offers a new definition of intermediary covering also legal persons. It requires associations to set up a new registration system of the intermediaries and their activities (Art. 3 FIFA regulations), and virtually opens the profession to anyone with a “self-certified” impeccable reputation, meaning that he has not been sentenced with a financial or criminal offence during the last years.

Of greater significance is that FIFA has actually shifted the focus from managing the agents’ profession to monitoring the obligations of players and clubs while working with the intermediaries. They must act with due diligence when choosing an intermediary and they are responsible for the obligations concerning the signing and submission to the national association of the relevant requested documents, *in primis* the representation contract and the intermediary declaration (Art. 2 FIFA regulations).

On this basis, the main target of the FIFA reform is to provide maximum transparency to players’ employment and transfer negotiations, so as to comply with both legal and ethical requirements as it is solemnly stated in the FIFA regulations’ preamble.

In order to achieve this, FIFA rules set some minimum standards to be implemented by the 211 national associations, which remain free to adopt stricter criteria, subject to the ordinary laws applicable to the associations (Art. 1, paragraphs 2 and 3).

In this regard, although in some countries (**Argentina, Belgium, Cyprus, Czech Republic, England**) intermediaries in football are not explicitly regulated, they do not fall completely outside the scope of ordinary law.

Indeed, the relevant ordinary law provisions dealing with matters such as employment and social security law, tax law, and so on, duly apply to their activities.

The legal framework can be even more complicated in federal states like **Belgium, Switzerland** and **UAE** where multiple regional laws apply.

In **France**, the strict ordinary rules governing the profession of intermediaries prevail in principle over the FIFA rules.

The same principle applies in those countries where public order law protects the political, social, or economic organisations and interests and it is preeminent over any other source of law.

TEASER

Therefore, devolution in favour of the national associations rather than de-regulation, seems to be a more appropriate definition of the new FIFA policy. Indeed, FIFA has willingly limited the scope of its own intervention in this field.

By relinquishing a detailed regulatory perspective, FIFA has privileged a “functionalist” approach: the intermediary is not recognised as a registered professional but he acquires relevance only when carrying out activities linked to the negotiations leading to a transfer or employment contract of a player.

Out of these activities, the profession of intermediary has a limited or no relevance to FIFA. If the profession of agent/intermediary still survives, the compliance with quality standards is exclusively up to the national associations to deal with. They are bound to create mechanisms that ensure the intermediaries’ compliance with high standards of professionalism, expertise and competence.

The agents are definitively doomed for the international federation of football. FIFA’s intervention in relation to intermediaries is limited to extending at international level the scope of those national sanctions concerning intermediaries’ malpractices.

2. Access to the profession

FIFA receded from any attempt to regulate the access to the profession of intermediaries at global level.

They are neither required to pass a selection anymore nor do they need to have a professional liability insurance nor provide a bank guarantee. However, the FIFA aloofness can live smoothly with the more regulatory approach of some national associations. In fact, the access to the profession of intermediary has been regulated in different ways at national level.

Some federations have kept the condition to pass an exam (**China, Czech Republic, Denmark** (only for the optional category of “*certified intermediaries*”), **France** and **Ukraine** (in the latter, only for the so-called “*permanent intermediaries*”), or an interview (**Argentina, Slovak Republic** and **Spain**), or both an exam and an interview (**Mexico**).

China waives the exam condition for foreign intermediaries who can provide their services after having given a bank guarantee.

With regard to the interview, we share the concern and the perplexity expressed by some authors about its subjectivity’s pitfalls. However we believe that a final judgment must be made in due course, when we will be able to count on a congruous number of relevant cases to review and identify possible trends.

Several other associations have maintained the prerequisite to have a professional liability insurance (**Argentina, Brazil, Czech Republic, Mexico, Paraguay, Portugal**), or a proof of tax compliance (**Belgium, Mexico, Portugal, Slovak Republic**) and social security obligations (**Belgium** and **Portugal**).

Some associations require foreigners to have residence in their country (**Argentina, Paraguay, Turkey**), to have a work permit (**Mexico**) or to submit a bank guarantee (**China**).

ANNEXE III

COMPARATIVE TABLE ON IMPLEMENTING MEASURES

Country	Registration	Remuneration from Club (C) or Player (P)	Remuneration Minors	Dispute settlement bodies	Dual representation
<i>Argentina</i>	Double registration: - per year USD 500 USD 1000 (first registration) - per transaction (no fee)	Freely agreed among the parties	No	The envisaged AFA Dispute Resolution Body has not been yet established. In any case, it is not competent whenever the parties go to ordinary courts.	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
<i>Austria</i>	Registration per transaction No registration fee	Recommended 3% of the player's basic gross income for the contract's duration Recommended 3% of the transfer fee.	No	The ÖFB Committee for Intermediaries assigns disciplinary disputes to the responsible Supervisory Committee	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
<i>Azerbaijan</i>	Registration - only for citizens of Azerbaijan - yearly license fee 1000 AZN (545 euros) - extension of license 500AZN	As for the P: 3% mandatory cap of the player's gross income for the contract's duration As for the C: 3% mandatory cap of gross income for the contract's duration or 3% of the transfer fee	No	AFFA Disciplinary Committee in first instance Disciplinary Chamber of the Arbitrator Tribunal of Appeals in second instance	
<i>Belgium</i>	Yearly registration fee: 500 euros	No cap, but recommended 3% of the total gross salary and transfer fee for the Flemish, Walloon, and Brussels Regions.	No	Belgian Court of Arbitration for Sport upon agreement among the parties Ordinary labour courts for employment related disputes Ordinary civil courts for civil and commercial issues	Yes

TEASER

Country	Registration	Remuneration from Club (C) or Player (P)	Remuneration Minors	Dispute settlement bodies	Dual representation
<i>Brazil</i>	Yearly registration Fee: 500 euros	Recommended 3% of the player's basic gross income for the contract's duration Recommended 3% of the transfer fee. Lump sum admitted	No, if the minor is not a professional	CBF Dispute Resolutions Committee	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
<i>Bulgaria</i>	Registration per year 250 BGN (approx. 127 euros)	As for the P: mandatory 7% cap of the gross yearly salary or the transfer fee. As for the C: No cap.	No	BFU Commission of football intermediaries in first instance Court of Arbitration at the Bulgarian Football Union in appeal	No
<i>China</i>	Yearly registration Fee: 500RMB (approx. 70 euros) Bank guarantee: 200,000RMB for a Chinese applicant; 30,000 USD for a foreign applicant.	As for the P: 3% mandatory cap of the player's basic gross income for the contract's duration As for the C: 3% mandatory cap of the player's basic gross salary for the contract's duration or 3% of the transfer fee	Yes, but only if a player is between 16 to 18 years of age and he makes a living mainly from his football activities	CFA Arbitration Committee	No
<i>Colombia</i>	Double registration: A. For natural persons: five minimum salaries for the 2015 period. (986 euros) B. For legal entities: seven minimum wage salaries for the 2015 period (1380 euros)	- Recommended 3% of the player's basic gross income for the contract's duration -Recommended 3% of the transfer fee	No	Players' Status Committee of the Colombian Football	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent

TEASER

Country	Registration	Remuneration from Club (C) or Player (P)	Remuneration Minors	Dispute settlement bodies	Dual representation
Croatia	Registration per transaction No fee	No specific provision on cap	No	CFF Committee for Working with Intermediaries for any dispute related to technical or procedural matters CFF Court of Arbitration has no jurisdiction on Intermediaries	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
Cyprus	Registration per transaction Fee:100 euros per transaction	Mandatory cap of 3% of the basic and total gross salary 3% of the transfer fee	No	National Dispute Resolution Chamber or Civil Court	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
Czech Republic	Registration per year 100,000 CZK (approx. 3700 EUR).	As for the P: No cap. Percentage of salary As of C: No cap, lump sum	Yes, if the minor is older than 16 years	FA Arbitration Body	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
Denmark	Dual registration: First registration fee: 670 Euro (5.000 DKK)- Renewal fee each year: 402 Euro (3.000 DKK) Registration of representation contract: 201 Euro (1.500 DKK)	- Recommended 3% of the player's basic gross income for contract's duration - Recommended 3% of the transfer fee	No	DBU disciplinary bodies for disciplinary disputes Arbitration (upon agreement of the parties) for contractual disputes, otherwise jurisdiction of ordinary courts	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent

Country	Registration	Remuneration from Club (C) or Player (P)	Remuneration Minors	Dispute settlement bodies	Dual representation
England	Registration per year Fee: £500 + VAT Renewal fee: £250 (+ VAT)	As for the P: recommended 3% of the player's basic gross income for the contract's duration As for the C: recommended 3% of the player's basic gross income for the contract's duration or 3% of the transfer fee	No	Disputes involving intermediaries shall be resolved by arbitration Subject to the aforesaid arbitration stipulation, the parties are required to submit to the exclusive jurisdiction of the courts of England and Wales any matter which is not reserved to arbitration under the Rules of The FA.	Yes, if parties: - are informed of the full details of the proposed arrangements - are given a reasonable opportunity to take independent legal advice - have given their written consent
France	License for unlimited period Fee: 400 Euro "License free establishment" for EU/EEA citizens for unlimited period Fee: 200 Euro "License free exercise" for EU/EEA citizens For 1 year. No fee Non-EU nationals : no license but only "convention de presentation" [presentation agreement] with an agent holding the French licence	10% cap (shared if several agents) of the basic and total gross salary as established in the employment agreement 10% cap (shared if several agents) of the transfer fee	No	A. Disciplinary disputes: First instance before the federal commission on sports agents. Appeals undergo a conciliation procedure before the CNOSF. Only afterwards they can be lodged before the Administrative Court. B. Employment and Economic Disputes: 1. Ordinary judge or 2. Sports or Ordinary Arbitration Panel, or Sole Arbitrator.	No, prohibited by ordinary law (Code du Sport)

TEASER

Country	Registration	Remuneration from Club (C) or Player (P)	Remuneration Minors	Dispute settlement bodies	Dual representation
Germany	Dual registration: - Per year and -Per transaction Registration Fee is EUR 500	As for the P: 14% cap of the first year's gross base salary As for the C: No cap	No, unless the P has a Licensed Player contract (Bundesliga 1 and 2)	A. Disciplinary disputes: DFB bodies. B. Contractual disputes: Civil courts or arbitration bodies upon the parties' agreement	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
Greece	Registration per transaction	A maximum of 3% could be charged with an indication that the National Federation will raise it to around 10%.		No specific provisions. Civil courts or Arbitration bodies upon agreement of the parties	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
Italy	Double registration: - per year (500 euros) - per transaction (150 euros)	Recommended 3% of the basic and total gross salary Recommended 3% of the transfer fee	No specific provision	1. Sports or Ordinary Arbitration Panels, or Sole Arbitrator, or 2. Ordinary Judge	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
Japan	Double registration: - First registration 100,000 JPY (770 euros) - Annual Fee: 30,000 JPY (230 euros) No Fee per individual transaction	Recommended 3% of the player's basic gross income for the entire contract's duration Recommended 3% of the transfer fee	No. It is even prohibited both to represent and to contact minors	1. Disciplinary matters: JFA Disciplinary Committee 2. Contractual matters: JFA Arbitration Committee, or Ordinary Court	No, even with written consent of the parties
Mexico	Per intermediary No registration fee, but exam fee	Recommended 3% of the annual gross income of the player or recommended 3% of the transfer fee.	No	1. Conciliation and Resolution Chamber of the FMF, or 2. Ordinary Judge	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent

Country	Registration	Remuneration from Club (C) or Player (P)	Remuneration Minors	Dispute settlement bodies	Dual representation
The Netherlands	Yearly Registration per intermediary. Fee: 450 euros, excl. 21% VAT)	As for the P: No cap: percentage on agreed basic gross annual salary (bonus excluded) As for the C: No cap: fixed amount upon agreement of the parties. If no agreement: annual fee, for the full term of the player contract, of 3% of the basic gross annual salary	No	KNVB Arbitration Committee for contractual issues to the exclusion of civil courts KNVB disciplinary Committee for disciplinary issues	Yes, subject to conditions. P & C must give advanced written permission and specify who pays the fee. They also need to submit all the relevant documentation to the Federation.
Paraguay	Yearly registration per intermediary Fee: USD 2000 (1838 euros)	Mandatory 3% cap of transfer fee or gross annual salary although ordinary law sets the limit to 10 % for intermediaries in general.	No	Ordinary judges or Arbitration Panels	No, prohibited by ordinary law.
Poland	Yearly registration	Consistent with the FIFA regulations, recommended 3% of transfer fee or gross annual salary		PZPN Football Arbitration Court	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
Portugal	Registration with the Federation and the League if club in league 1 and 2 Registration per transaction or alternatively per sports season Registration fee (per transaction or per season): 1,000 euros	Unless otherwise agreed among P & C, 5 % cap on player's gross income for the contract's duration or 5% of the transfer fee	No representation is allowed. Therefore no Remuneration	Conflict with P or C a) Arbitration if set contractually (voluntary arbitration), or b) Ordinary Judge. Conflict with PFF: After using up all available remedies within PFF, Portuguese Court of Arbitration for Sport (necessary arbitration)	No

Country	Registration	Remuneration from Club (C) or Player (P)	Remuneration Minors	Dispute settlement bodies	Dual representation
Qatar	Yearly registration Fee: QAR 5,000 (1260 EUR) per natural persons QAR 10,000 (2520 EUR) per legal entities	As for P & C: Recommended 3% of the Player's basic gross income for the contract's duration and 3 % of transfer fee	No	QFA established or recognized judicial bodies	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
Romania	Yearly registration per intermediary Fee: 1,500 euros	Recommended 3% of the basic and total gross salary and 3% of the transfer value	No	FRF National Chamber of Litigation Settlement	Yes, if parties: - are informed of the full details of the proposed arrangements - are given a reasonable opportunity to take independent legal advice - have given their written consent
Russia	Per transaction No fee	3% mandatory Cap of transfer fee and gross salary of the employment contract	No	Sports Arbitration Court established by the "Sports Arbitration Chamber" (Russia) No appeal possible	No
Saudi Arabia	Dual registration: - Per intermediary, and per transaction - Annual fee 10,000 SAR (2450 euros)	A. As for the P: 3% Cap of the total monthly income of the contract's duration. B. As for the C: 3% cap of the total income of the player for the contract's duration	No	SAAF Dispute Resolution Chamber	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent

TEASER

Country	Registration	Remuneration from Club (C) or Player (P)	Remuneration Minors	Dispute settlement bodies	Dual representation
Serbia	No registration fee	As for the P & C: 8% of the player's basic gross income for the contract's duration and 8 % of the transfer fee	No remuneration	Ordinary Courts.	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
Slovak Republic	Registration per year Fee: 100 euros	3% recommended CAP of the gross basic remuneration of the player for the entire contract's duration 3% of the transfer fee	Remuneration is allowed if player is aged between 15 and 18 years	SFA Dispute Resolution Chamber	Yes, if: - conflict of interest is disclosed in advance, and - parties' written consent is obtained in advance
South Africa	Registration per transaction	Remuneration up to 10% of the Player's contract if upon agreement among the parties. Otherwise 3 % would apply.	No	SAFA Arbitration bodies according to disciplinary code	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
Spain	Dual registration: - Per year Fee: 860 euros - per transaction	No specific provision on cap	No	Jurisdictional Committee only for economic-disputes	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
Switzerland	Per transaction No fee	As for the P: 5% of the first year's gross base salary As for the C: No cap both in employment agreements and transfer agreements	No	Disciplinary matters: ASF Commission of Control and Discipline Contractual matters: Court of Arbitration for Sport – CAS	Yes, (although not specified in the ASF regulations) if both parties were fully aware of the intermediary's dual representation.
Turkey	Double registration: Per year and per transaction	Recommended 3% cap but parties can decide otherwise in accordance with ordinary law.	No. Explicit prohibition to sign a contract with a player under 15.	National Dispute Resolution Committee	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent

Country	Registration	Remuneration from Club (C) or Player (P)	Remuneration Minors	Dispute settlement bodies	Dual representation
<i>Ukraine</i>	<p>Double registration -per transaction -per year:</p> <p>- <i>Permanent Intermediary</i> (no limitation in time)</p> <p>Exam fee: UAH 20.000 (720 euros)</p> <p>- <i>Temporary Intermediary</i> (only for a specific transaction) Fees vary from 1800 euros to 5400 euros depending on the category of the relevant Club</p>	<p>10% cap of the basic and total gross salary; 10% cap of the transfer value.</p>	No	<p>1.FFU Disciplinary Committee, FFU Appeal Committee, CAS (third instance); or</p> <p>2. Direct reference to CAS (within ordinary arbitration proceedings)</p> <p>If intermediary has failed to register a transaction at the FFU or to obtain the relevant permission from the FFU, he is not able to refer any disputes to the FFU.</p>	Yes, provided that the consent of both parties is given in advance and in writing
<i>UAE</i>	<p>Double registration: Per year and per transaction</p> <p>Annual fee: 20,000 AED (5000 euros)</p>	<p>Mandatory 3% cap of the basic and total gross salary</p> <p>Mandatory 3% cap of the transfer fee</p>	No	UAEFA Players' Status & Transfer Committee (PSTC)	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
<i>Uruguay</i>	<p>Yearly registration Fee 1000 USD per natural person</p> <p>2000 USD per legal entity</p>	<p>Recommended 3% of the player's basic gross income for the contract's duration</p> <p>Recommended 3% of the transfer fee</p>	No	Ordinary judge	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent
<i>USA</i>	Initial registration fee of \$400 USD, then an annual fee of \$50 USD.	Consistent with the FIFA Regulations: recommended 3% cap	No	Mandatory arbitration by American Arbitration Association (AAA).	Yes, if: - conflict of interest is disclosed in advance, and - upon the parties' written consent

TEASER