



# FIFA Football Agent Exam Study Materials

May 2023 edition



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# Abbreviations and definitions

**Approved Candidate:** as defined in the FIFA Football Agent Exam Rules

**Candidate:** as defined in the FIFA Football Agent Exam Rules

**Exam:** as defined in the FIFA Football Agent Regulations

**Exam Fee:** as defined in the FIFA Football Agent Exam Rules

**Exam Rules:** as defined as “Rules” in the FIFA Football Agent Exam Rules

**Exam Session:** as defined in the FIFA Football Agent Exam Rules

**Exam Venue:** as defined in the FIFA Football Agent Exam Rules

**FFAR:** FIFA Football Agent Regulations

**Football Agent:** as defined in the FIFA Football Agent Regulations

**Platform:** as defined in the FIFA Football Agent Regulations

**Study Materials:** as defined in the Exam Rules and contained in this document

# Introduction

On 16 December 2022, the FIFA Council approved the new FFAR, reintroducing the Exam to the licensing procedure for individuals to become Football Agents licensed by FIFA.

In accordance with the Exam Rules, Candidates shall prepare for the Exam by studying the Study Materials provided by FIFA and answer 20 Platform-generated questions in English, French or Spanish.

These Study Materials are intended to help Candidates to prepare for the Exam and are compiled from the FIFA resources freely accessible on the FIFA website. As the Exam will be delivered with an open-book concept, the use of these Study Materials will be allowed throughout the Exam Session, either in their digital form on the Platform or as a physical printed copy brought to the Exam Venue. FIFA member associations hosting the Exam shall not provide any printed copies at the Exam Venue.

The use of any unofficial, translated or amended versions of the Study Materials that are not identical to their original versions available on FIFA.com is not allowed. Handwritten notes and highlights are only allowed in printed versions of these Study Materials.

Apart from the Study Materials, FIFA has provided various support materials within this document to be used by Candidates to better use and understand the Study Materials and the new concepts introduced by the FFAR, as well as to have key information on hand to answer certain types of questions.

This document has been created to bring all relevant Study Materials together in one place that Candidates are required to study for the 2<sup>nd</sup> Exam scheduled for 20 September 2023. Should any FIFA regulations change or come into force between the publication of these Study Materials and the date of the 2<sup>nd</sup> Exam, those changes shall not affect the contents of the Exam and the Study Materials. However, FIFA strongly recommends that Candidates keep themselves informed on all FIFA regulatory changes in order to be prepared for their work as a Football Agent in case they successfully obtain the licence from FIFA.

Please consider the environment before printing this document as it will be accessible in PDF format throughout the Exam. FIFA encourages the use of this document in a digital format.

Zurich, May 2023



# 1. Chapter I: Study Materials

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

- (i) FIFA regulations:
  - a. FIFA Statutes (May 2022 edition)
  - b. FIFA Disciplinary Code (2023 edition)
  - c. FIFA Code of Ethics (2023 edition)
  - d. FIFA Regulations on the Status and Transfer of Players (March 2023 edition)
  - e. FIFA Procedural Rules Governing the Football Tribunal (March 2023 edition)
  - f. FIFA Clearing House Regulations (2022 edition)
  - g. FIFA Football Agent Regulations (2022 edition)
- (ii) FIFA materials:
  - a. FIFA Guardians™ Safeguarding Essentials: Course 1
    - i. These Study Materials include a transcript of Course 1 of the FIFA Guardians™ Safeguarding Essentials course. The relevant module, i.e. Course 1, can be also taken online as an Open Learner at <https://safeguardingsport.fifa.com/open-learners/>. Please note that accessing the course during the Exam will be considered as a breach of the Exam Rules.
  - b. FIFA Guardians™ Child Safeguarding Toolkit for Member Associations

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

The background is a solid blue color. It features large, light blue geometric shapes that are stylized representations of soccer field elements. In the top right, there are lines forming a corner of a field. In the bottom left, there is a circle with a diagonal line through it, representing a soccer ball. The text is positioned in the upper left quadrant.

**FIFA**<sup>®</sup>

**STATUTES**

May 2022 edition

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# **FIFA STATUTES**

REGULATIONS GOVERNING THE APPLICATION  
OF THE STATUTES

STANDING ORDERS OF THE CONGRESS

May 2022 edition



# FIFA STATUTES

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## DEFINITIONS

The terms given below denote the following:

- 1 **FIFA:** “Fédération Internationale de Football Association”.
- 2 **Association:** a football association recognised as such by FIFA. It is a member of FIFA, unless a different meaning is evident from the context.
- 3 **League:** an organisation that is subordinate to an association.
- 4 **British associations:** the four associations in the United Kingdom – The Football Association, The Scottish Football Association, The Football Association of Wales and The Irish Football Association (Northern Ireland).
- 5 **The IFAB:** The International Football Association Board (IFAB).
- 6 **Country:** an independent state recognised by the international community.
- 7 **Confederation:** a group of associations recognised by FIFA that belong to the same continent (or assimilable geographic region).
- 8 **Congress:** the supreme and legislative body of FIFA.
- 9 **Council:** the strategic and oversight body of FIFA.
- 10 **Bureau of the Council:** the bureau of the Council as defined in art. 38 of these Statutes.
- 11 **Laws of the Game:** the laws of association football issued by The IFAB in accordance with art. 7 of these Statutes.

- 12 Member association:** an association that has been admitted into membership of FIFA by the Congress.
- 13 Official:** any board member (including the members of the Council), committee member, referee and assistant referee, coach, trainer and any other person responsible for technical, medical and administrative matters in FIFA, a confederation, a member association, a league or a club as well as all other persons obliged to comply with the FIFA Statutes (except players, football agents and match agents).
- 14 Club:** a member of an association (that is a member association of FIFA) or a member of a league recognised by a member association that enters at least one team in a competition.
- 15 Player:** any football player licensed by an association.
- 16 Association football:** the game controlled by FIFA and organised by FIFA, the confederations and/or the member associations in accordance with the Laws of the Game.
- 17 Official competition:** a competition for representative teams organised by FIFA or any confederation.
- 18 Stakeholder:** a person, entity or organisation which is not a member association and/or body of FIFA but has an interest or concern in FIFA's activities, which may affect or be affected by FIFA's actions, objectives and policies, in particular clubs, players, coaches and professional leagues.
- NB:** Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice versa.

## I. GENERAL PROVISIONS

### 1 Name and headquarters

1.

The Fédération Internationale de Football Association (FIFA) is an association registered in the Commercial Register of the Canton of Zurich in accordance with art. 60 ff. of the Swiss Civil Code.

2.

FIFA's headquarters are located in Zurich (Switzerland) and may only be transferred to another location following a resolution passed by the Congress.

### 2 Objectives

The objectives of FIFA are:

- (a) to improve the game of football constantly and promote it globally in the light of its unifying, educational, cultural and humanitarian values, particularly through youth and development programmes;
- (b) to organise its own international competitions;
- (c) to draw up regulations and provisions governing the game of football and related matters and to ensure their enforcement;
- (d) to control every type of association football by taking appropriate steps to prevent infringements of the Statutes, regulations or decisions of FIFA or of the Laws of the Game;
- (e) to use its efforts to ensure that the game of football is available to and resourced for all who wish to participate, regardless of gender or age;
- (f) to promote the development of women's football and the full participation of women at all levels of football governance; and
- (g) to promote integrity, ethics and fair play with a view to preventing all methods or practices, such as corruption, doping or match

manipulation, which might jeopardise the integrity of matches, competitions, players, officials and member associations or give rise to abuse of association football.

## **3** Human rights

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

## **4** Non-discrimination, equality and neutrality

**1.**

Discrimination of any kind against a country, private person or group of people on account of race, skin colour, ethnic, national or social origin, gender, disability, language, religion, political opinion or any other opinion, wealth, birth or any other status, sexual orientation or any other reason is strictly prohibited and punishable by suspension or expulsion.

**2.**

FIFA remains neutral in matters of politics and religion. Exceptions may be made with regard to matters affected by FIFA's statutory objectives.

## **5** Promoting friendly relations

**1.**

FIFA shall promote friendly relations:

(a) between and among member associations, confederations, clubs, officials and players; and

(b) in society for humanitarian objectives.

**2.**

FIFA shall provide the necessary institutional means to resolve any dispute that may arise between or among member associations, confederations, clubs, officials and players.

## **6** Players

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

## **7** Laws of the Game

**1.**

Each member association shall play association football in compliance with the Laws of the Game issued by The IFAB. Only The IFAB may lay down and alter the Laws of the Game.

**2.**

The IFAB is an association in accordance with Swiss law with its headquarters located in Zurich (Switzerland). The members of The IFAB are FIFA and the four British associations.

**3.**

The organisation, duties and responsibilities of The IFAB are governed by the statutes of The IFAB.

**4.**

Each member association shall play futsal in accordance with the Futsal Laws of the Game, as issued by the Council.

**5.**

Each member association shall play beach soccer in accordance with the Beach Soccer Laws of the Game, as issued by the Council.

## **8** Conduct of bodies, officials and others

**1.**

All bodies and officials must observe the Statutes, regulations, decisions and Code of Ethics of FIFA in their activities.

**2.**

Executive bodies of member associations may under exceptional circumstances be removed from office by the Council in consultation with the relevant confederation and replaced by a normalisation committee for a specific period of time.

**3.**

Every person and organisation involved in the game of football is obliged to observe the Statutes and regulations of FIFA as well as the principles of fair play.

## **9** Official languages

**1.**

Arabic, English, French, German, Portuguese, Russian and Spanish are the official languages of FIFA. Minutes, official correspondence, regulations, decisions and announcements are published in English, French and Spanish and, when deemed necessary, in Arabic, German, Russian and/or Portuguese. If there is any divergence in the wording, the English text shall be authoritative. Member associations are responsible for translations into the language(s) of their country.

**2.**

At the Congress, qualified interpreters shall translate into the official FIFA languages. Delegates may speak in their mother tongue if they ensure interpretation into one of the official FIFA languages by a qualified interpreter.



## II. MEMBERSHIP

# 10 Admission, suspension and expulsion

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

# 11 Admission

## 1.

Any association which is responsible for organising and supervising football in all of its forms in its country may become a member association. Consequently, it is recommended that all member associations involve all relevant stakeholders in football in their own structure. Subject to par. 5 and par. 6 below, only one association shall be recognised as a member association in each country.

## 2.

Membership is only permitted if an association is currently a member of a confederation. The Council may issue regulations with regard to the admission process.

## 3.

Any association wishing to become a member association shall apply in writing to the FIFA general secretariat.

## 4.

The association's legally valid statutes shall be enclosed with the application for membership and shall contain the following mandatory provisions:

- (a) always to comply with the Statutes, regulations and decisions of FIFA and of the relevant confederation;
- (b) to comply with the Laws of the Game in force;
- (c) to recognise the Court of Arbitration for Sport, as specified in these Statutes.

**5.**

Each of the four British associations shall be recognised as a separate member association of FIFA.

**6.**

An association in a region which has not yet gained independence may, with the authorisation of the member association in the country on which it is dependent, also apply for admission to FIFA.

**7.**

This article shall not affect the status of existing member associations.

## **12** Request and procedure for application

**1.**

The Council shall request the Congress either to admit or not to admit an association. The association may state the reasons for its application to the Congress.

**2.**

The new member association shall acquire membership rights and duties as soon as it has been admitted. Its delegates are eligible to vote and be elected with immediate effect.

## **13** Member associations' rights

**1.**

Member associations have the following rights:

- (a) to take part in the Congress;
- (b) to draw up proposals for inclusion in the agenda of the Congress;
- (c) to nominate candidates for the FIFA presidency and the Council;
- (d) to participate in and cast their votes at all FIFA elections in accordance with the FIFA Governance Regulations;

- (e) to take part in competitions organised by FIFA;
- (f) to take part in FIFA's assistance and development programmes; and
- (g) to exercise all other rights arising from these Statutes and other regulations.

**2.**

The exercise of these rights is subject to other provisions in these Statutes and the applicable regulations.

## **14** Member associations' obligations

**1.**

Member associations have the following obligations:

- (a) to comply fully with the Statutes, regulations, directives and decisions of FIFA bodies at any time as well as the decisions of the Court of Arbitration for Sport (CAS) passed on appeal on the basis of art. 56 par. 1 of the FIFA Statutes;
- (b) to take part in competitions organised by FIFA;
- (c) to pay their membership subscriptions;
- (d) to cause their own members to comply with the Statutes, regulations, directives and decisions of FIFA bodies;
- (e) to convene its supreme and legislative body at regular intervals, at least every two years;
- (f) to ratify statutes that are in accordance with the requirements of the FIFA Standard Statutes;
- (g) to create a referees' committee that is directly subordinate to the member association;
- (h) to respect the Laws of the Game;

- (i) to manage their affairs independently and ensure that their own affairs are not influenced by any third parties in accordance with art. 19 of these Statutes;
- (j) to comply fully with all other duties arising from these Statutes and other regulations.

## 2.

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

## 3.

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

# 15 Member associations' statutes

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

- (a) to be neutral in matters of politics and religion;
- (b) to prohibit all forms of discrimination;
- (c) to be independent and avoid any form of political interference;
- (d) to ensure that judicial bodies are independent (separation of powers);
- (e) all relevant stakeholders must agree to respect the Laws of the Game, the principles of loyalty, integrity, sportsmanship and fair play as well as the Statutes, regulations and decisions of FIFA and of the respective confederation;
- (f) all relevant stakeholders must agree to recognise the jurisdiction and authority of CAS and give priority to arbitration as a means of dispute resolution;

- (g) that the member association has the primary responsibility to regulate matters relating to refereeing, the fight against doping, the registration of players, club licensing, the imposition of disciplinary measures, including for ethical misconduct, and measures required to protect the integrity of competitions;
- (h) definition of the competences of the decision-making bodies;
- (i) to avoid conflicts of interests in decision-making;
- (j) legislative bodies must be constituted in accordance with the principles of representative democracy and taking into account the importance of gender equality in football; and
- (k) yearly independent audits of accounts.

## 16 Suspension

### 1.

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

### 2.

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

### 3.

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

4.

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

## 17 Expulsion

1.

The Congress may expel a member association only at the request of the Council if:

- (a) it fails to fulfil its financial obligations towards FIFA; or
- (b) it seriously violates the Statutes, regulations or decisions of FIFA; or
- (c) it loses the status of an association representing association football in its country.

2.

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

## 18 Resignation

1.

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

2.

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

# 19 Independence of member associations and their bodies

**1.**

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

**2.**

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

**3.**

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

**4.**

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

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

### 1.

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

### 2.

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



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

## **21** Honorary president, honorary vice-president and honorary member

**1.**

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

**2.**

The Council shall propose these nominations.

**3.**

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

## IV. CONFEDERATIONS

# 22 Confederations

### 1.

Member associations that belong to the same continent have formed the following confederations, which are recognised by FIFA:

- (a) Confederación Sudamericana de Fútbol – CONMEBOL
- (b) Asian Football Confederation – AFC
- (c) Union des associations européennes de football – UEFA
- (d) Confédération Africaine de Football – CAF
- (e) Confederation of North, Central America and Caribbean Association Football – Concacaf
- (f) Oceania Football Confederation – OFC

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

### 2.

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

### 3.

Each confederation shall have the following rights and obligations:

- (a) to comply with and enforce compliance with the Statutes, regulations and decisions of FIFA;
- (b) to work closely with FIFA in every domain so as to achieve the objectives stipulated in art. 2 and to organise international competitions;

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

**4.**

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

**5.**

The confederations' statutes and regulations, as revised from time to time, shall be submitted to FIFA for approval.

## **23** Confederations' statutes

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

- (a) to be neutral in matters of politics and religion;
- (b) to prohibit all forms of discrimination;
- (c) to be independent and avoid any form of political interference;
- (d) to ensure that judicial bodies are independent (separation of powers);
- (e) all relevant stakeholders must agree to respect the Laws of the Game, the principles of loyalty, integrity, sportsmanship and fair play as well as the Statutes, regulations and decisions of FIFA and of the respective confederation;
- (f) all relevant stakeholders must agree to recognise the jurisdiction and authority of CAS and give priority to arbitration as a means of dispute resolution;
- (g) regulation of matters relating to refereeing, the fight against doping, club licensing, the imposition of disciplinary measures, including for ethical misconduct, and measures required to protect the integrity of competitions;
- (h) definition of the competences of the decision-making bodies;
- (i) to avoid conflicts of interests in decision-making;

- (j) legislative bodies must be constituted in accordance with the principles of representative democracy and taking into account the importance of gender equality in football; and
- (k) yearly independent audits of accounts.

## V. ORGANISATION

# 24 Bodies

**1.**

The Congress is the supreme and legislative body.

**2.**

The Council is the strategic and oversight body.

**3.**

The general secretariat is the executive, operational and administrative body.

**4.**

Standing and ad hoc committees shall advise and assist the Council and the general secretariat in fulfilling their duties. Their primary duties are defined in these Statutes and their composition, function and additional duties are defined in the FIFA Governance Regulations.

**5.**

The independent committees fulfil their functions in accordance with these Statutes and the applicable FIFA regulations.

**6.**

The Football Tribunal fulfils its function in accordance with these Statutes and the applicable FIFA regulations.

**7.**

The independent auditors perform all audits of FIFA's accounts and financial statements as required by Swiss law.

## A. CONGRESS

# 25 Congress

### 1.

A Congress may be an Ordinary or an Extraordinary Congress. A Congress may be held in person, by teleconference, by videoconference or by another means of communication.

### 2.

The Ordinary Congress shall be held every year. The Council shall fix the place and date. The member associations shall be notified in writing at least four months in advance of the place and date of such Ordinary Congress. The formal convocation shall be made in writing at least one month before the date of the Congress. This convocation shall contain the agenda, the President's report, the financial statements, including the consolidated financial statements, and the auditors' report.

### 3.

The Council may convene an Extraordinary Congress at any time.

### 4.

The Council shall convene an Extraordinary Congress if one-fifth of the member associations make such a request in writing. The request shall specify the items for the agenda. An Extraordinary Congress shall be held within three months of receipt of the request.

### 5.

The member associations shall be notified of the place, date and agenda at least two months before the date of an Extraordinary Congress. The agenda of an Extraordinary Congress may not be altered.

# 26 Vote, delegates, observers

### 1.

Each member association has one vote in the Congress and is represented by its delegates. Only the member associations present are entitled to vote. Attendance by teleconference, by videoconference or by another means of communication shall constitute presence. Voting by proxy or by letter is not permitted at a Congress held in person. When a Congress

is held by teleconference, by videoconference or by another means of communication, voting by correspondence and/or online is permitted.

**2.**

Delegates must belong to the member association that they represent and be appointed by the appropriate body of that member association.

**3.**

Confederation delegates may take part in the Congress as observers without a right to vote.

**4.**

During their term of office, members of the Council may not be appointed as delegates for their association.

**5.**

The President shall conduct the Congress business in compliance with the Standing Orders of the Congress.

## **27**

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

**1.**

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

**2.**

The general secretariat shall notify the member associations of the names of proposed candidates for the office of FIFA President at least one month before the date of the Congress.



**3.**

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

**4.**

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

**5.**

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

**6.**

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

**7.**

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

**8.**

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

**9.**

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

## 28

### Ordinary Congress agenda

**1.**

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

**2.**

The Congress agenda shall include the following mandatory items:

- (a) a declaration that the Congress has been convened and composed in compliance with the Statutes;
- (b) approval of the agenda;
- (c) an address by the President;
- (d) appointment of five member associations to check the minutes;
- (e) appointment of scrutineers;
- (f) suspension or expulsion of a member association (if applicable);
- (g) approval of the minutes of the preceding Congress;
- (h) activity report (containing the activities since the last Congress);

- (i) report from the Governance, Audit and Compliance Committee;
- (j) presentation of the annual audited financial statements, including the consolidated financial statements and the annual report as well as the auditors' reports;
- (k) approval of the annual audited financial statements, including the consolidated financial statements and the annual report;
- (l) approval of the budget;
- (m) admission for membership (if applicable);
- (n) votes on proposals for adopting and amending the Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress (if applicable);
- (o) discussion of proposals duly submitted by the member associations and the Council within the period stipulated under par. 1 (if applicable);
- (p) appointment of auditors (if applicable);
- (q) election or dismissal of the President in accordance with these Statutes (if applicable);
- (r) election or dismissal of the chairpersons, deputy chairpersons and members of the following committees (if applicable) on proposal of the Council:
  - Disciplinary Committee
  - Ethics Committee
  - Appeal Committee
  - Governance, Audit and Compliance Committee
- s) vote on the designation of the host country/countries of the FIFA World Cup™ and FIFA Women's World Cup™ final competitions (if applicable).

**3.**

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

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

### **1.**

The Congress is responsible for adopting and amending the Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress.

### **2.**

Any proposals for an amendment to the Statutes must be submitted in writing with a brief explanation to the general secretariat by a member association or by the Council. A proposal submitted by a member association shall be valid, provided it has been supported in writing by at least two other member associations.

### **3.**

For a vote on an amendment to the Statutes to be valid, an absolute majority (more than 50%) of the member associations eligible to vote must be present.

### **4.**

A proposal to adopt or amend the Statutes shall be adopted if approved by three-quarters of the member associations present and eligible to vote.

### **5.**

Any proposal to adopt or amend the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress must be submitted in writing with a brief explanation to the general secretariat by a member association or by the Council.

### **6.**

For any proposal to adopt or amend the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress to be adopted, a simple majority (more than 50%) of the valid votes cast is required.

## **30** Elections, other decisions, requisite majority

**1.**

Elections shall be conducted by secret ballot.

**2.**

Any other decision that requires a vote shall be reached by a show of hands or by means of an electronic count. If a show of hands does not result in a clear majority in favour of a motion, the vote shall be taken by calling the roll, member associations being called in English alphabetical order.

**3.**

For the election of the President, where there is only one candidate, the Congress may decide to elect him by acclamation. Otherwise, if there are two or fewer candidates, a simple majority (more than 50%) of the valid votes cast is necessary. If there are more than two candidates for the election of the President, two-thirds of the votes of the member associations present and eligible to vote are necessary in the first ballot. As from the second ballot, whoever obtains the lowest number of votes is eliminated until only two candidates are left.

**4.**

Council members shall be elected by the member associations in accordance with art. 27 par. 5 of these Statutes.

**5.**

Each confederation president shall be a vice-president ex officio of the Council.

**6.**

Each vice-president and each member of the Council shall be required to fulfil the eligibility check conducted by the Review Committee in accordance with the FIFA Governance Regulations.

**7.**

For the election of the chairperson, deputy chairperson and members of each of the judicial bodies and of the Governance, Audit and Compliance Committee, the candidate(s) who receive(s) the most votes in respect of the free seat(s) shall be elected.

**8.**

The election of the chairperson, deputy chairperson and members of each of the judicial bodies and of the Governance, Audit and Compliance Committee by the Congress may be conducted en bloc. At the request of at least ten member associations, however, a separate vote for a specific candidate shall take place.

**9.**

Unless otherwise stipulated in the Statutes, a simple majority (more than 50%) of the valid votes cast is sufficient for elections, votes and other decisions to be valid.

**10.**

Further details are stipulated in the Standing Orders of the Congress.

## **31** Minutes

**1.**

The Secretary General shall be responsible for recording the minutes at the Congress.

**2.**

The minutes of the Congress shall be checked by those member associations designated.

## **32** Effective dates of decisions

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

**B. COUNCIL****33** Composition, election of the President, the vice-presidents and the members of the Council**1.**

The Council shall consist of 37 members:

- 1 President, elected by the Congress,
- 8 vice-presidents, and
- 28 other members.

Upon being elected to office, every member of the Council undertakes, and accepts responsibility, to faithfully, loyally and independently act in the best interests of FIFA and the promotion and development of football at global level.

**2.**

The President shall be elected by the Congress for a period of four years in the year following a FIFA World Cup™. His term of office shall begin after the end of the Congress at which he was elected. No person may serve as President for more than three terms of office (whether consecutive or not). Previous terms served as a vice-president or as a member of the Council shall not be considered in determining the term limits of a President.

**3.**

The members of the Council shall be elected by the member associations on the occasion of the respective confederation congresses for a term of four years. Their terms of office shall begin after the end of the congress at which they were elected. A member of the Council may serve for no more than three terms of office (whether consecutive or not).

**4.**

The confederations are allocated the following places on the Council:

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

**5.**

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

**6.**

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

**7.**

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

**8.**

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

## **34** Powers of the Council

**1.**

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



**2.**

As regards business- or finance-related matters, the Council shall, inter alia:

- define the standards, policies and procedures applicable to the awarding of commercial contracts by FIFA;
- define the standards, policies and procedures applicable to football development grants;
- define the standards, policies and procedures regarding the operational costs of FIFA; and
- define the standards, policies and procedures regarding all other business- or finance-related matters of FIFA.

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

**3.**

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

**4.**

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

**5.**

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

**6.**

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

**7.**

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

**8.**

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

**9.**

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

**10.**

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

**11.**

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

**12.**

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

**13.**

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

**C. PRESIDENT**

# 35 **President**

**1.**

The President represents FIFA generally.

**2.**

The President shall aim to foster a positive image of FIFA and to ensure that FIFA's mission, strategic direction, policies and values, as defined by the Council, are protected and advanced.

**3.**

The President shall seek to maintain and develop good relations between and among FIFA, the confederations, member associations, political bodies and international organisations.

**4.**

The President chairs the Congress and meetings of the Council. The President shall have no right to vote at the Congress; he shall have one ordinary vote on the Council.

**5.**

Any powers and responsibilities of the President may be defined in greater detail in the FIFA Governance Regulations.

## D. GENERAL SECRETARIAT

# 36 General secretariat

### 1.

The general secretariat shall perform its tasks under the direction of the Secretary General, in particular, as regards:

- organisation of competitions and all related matters, in accordance with the decisions and directions of the Council;
- the negotiation, execution and performance of all commercial contracts, in accordance with the standards, policies and procedures established by the Council;
- administrative support for the standing committees of FIFA, in particular with regard to the awarding of football development grants;
- management of the operations and day-to-day business of FIFA, in accordance with the parameters established by the Council and within the budget established by the Finance Committee; and
- all other administrative matters necessary for the efficient operation and organisation of FIFA, as required and authorised by the Council.

### 2.

The general secretariat is supervised by, and is accountable to, the Council with regard to the discharge of its functions.

### 3.

The powers and responsibilities of the general secretariat may be defined in greater detail in the FIFA Governance Regulations.

# 37 Secretary General

### 1.

The Secretary General is the chief executive officer (CEO) of FIFA.

### 2.

The Secretary General is appointed and may be dismissed by the Council, in accordance with art. 34 par. 9 of these Statutes. The Secretary General shall report to the Council.

**3.**

The Secretary General shall be required to fulfil an eligibility check performed by the Review Committee.

**4.**

The powers and responsibilities of the Secretary General may be defined in greater detail in the FIFA Governance Regulations.

## E. BUREAU OF THE COUNCIL

# 38 Bureau of the Council

### 1.

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

### 2.

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

### 3.

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

### 4.

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

### 5.

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

## F. STANDING COMMITTEES

# 39 Standing committees

### 1.

The standing committees are:

- (a) Finance Committee
- (b) Development Committee
- (c) Organising Committee for FIFA Competitions
- (d) Football Stakeholders Committee
- (e) Member Associations Committee
- (f) Referees Committee
- (g) Medical Committee

### 2.

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

### 3.

Members of the standing committees may at the same time be members of the Council, with the exception of (i) the independent members of the Finance Committee in accordance with art. 40 par. 2 of these Statutes, and (ii) the independent members of the Development Committee in accordance with art. 41 par. 1 of these Statutes.

### 4.

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

**5.**

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

**6.**

The composition and structure, including qualification and number of members having to fulfil the independence criteria as defined in the FIFA Governance Regulations as well as the specific duties and powers of the individual committees, shall be stipulated in the FIFA Governance Regulations.

**7.**

Each chairperson shall represent his committee and conduct business in compliance with the FIFA Governance Regulations.

**8.**

The Council and each committee, the latter with the approval of the Council, may, if necessary, set up a bureau and/or sub-committee to settle urgent matters.

**9.**

Each committee may propose amendments to its regulations to the Council.

## **40** Finance Committee

**1.**

The Finance Committee shall consist of at least three members and not more than 12 members, all of whom must be qualified to deal with financial matters.

**2.**

No fewer than half of the committee's members shall fulfil the independence criteria as defined in the FIFA Governance Regulations.

**3.**

The Finance Committee shall determine FIFA's strategy regarding financial and asset management and advise the Council on these matters. The Finance Committee shall in particular prepare FIFA's budget to be submitted to the Council for approval, analyse the accounts and consolidated financial statements and issue a recommendation to the Council as to whether or not to approve them, and draft policies, rules and guidelines regarding



FIFA's overall strategy in financial and asset management matters and submit them to the Council for approval.

**4.**

Details of the Finance Committee's responsibilities are stipulated in the FIFA Governance Regulations.

## **41** Development Committee

**1.**

The Development Committee shall consist of at least three members. No fewer than half of the committee's members shall fulfil the independence criteria as defined in the FIFA Governance Regulations.

**2.**

The Development Committee shall deal with FIFA's global development programmes. It shall devise and propose appropriate strategies, check these strategies and analyse the support and programmes provided to member associations and confederations in this regard. The Development Committee shall in particular analyse the major development challenges at stake, advise and assist the Council on FIFA's member associations and development programmes, propose new development activities and address the related budget matters, draw up guidelines and regulations on development programmes, approve the thematic focus, types of activity and budget allocation per continent and/or per member association, and instruct the administration on the execution of the Development Committee's decisions. The Development Committee may structure itself in different sub-committees depending on relevant areas of expertise.

**3.**

Details of the Development Committee's responsibilities are stipulated in the FIFA Governance Regulations.

## **42** Organising Committee for FIFA Competitions

The Organising Committee for FIFA Competitions shall organise all official FIFA competitions in compliance with the provisions of the regulations

applicable to the respective competitions, the hosting documents and the hosting requirements contained or referred to therein, and shall also deal with all matters relating to futsal and beach soccer.

## **43** Football Stakeholders Committee

The Football Stakeholders Committee shall deal with football matters, particularly the structure of the game and the relationship between clubs, players, leagues, member associations, confederations and FIFA as well as with issues relating to the interests of club football worldwide, draw up regulations governing these matters, and also analyse the basic aspects of football training and technical development.

## **44** Member Associations Committee

The Member Associations Committee shall deal with relations between FIFA and its member associations as well as the member associations' compliance with the FIFA Statutes and draw up proposals for optimum cooperation. The committee shall also monitor the evolution of the Statutes and regulations of FIFA, the confederations and member associations.

## **45** Referees Committee

The Referees Committee shall implement and interpret the Laws of the Game and may propose amendments to the Laws of the Game to the Council. It shall appoint the referees and assistant referees for matches in competitions organised by FIFA.

## **46** Medical Committee

The Medical Committee shall deal with all medical aspects of football, including the fight against doping.

## VI. ANNUAL MEMBER ASSOCIATIONS CONFERENCE

### **47** Annual member associations conference

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

## VII. INDEPENDENT COMMITTEES

# 48 Institutional independence

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

# 49 Governance, Audit and Compliance Committee

## 1.

The Governance, Audit and Compliance Committee shall consist of at least three members and not more than 15 members, all of whom must not belong to any other FIFA body. The committee members shall be knowledgeable and experienced in governance and/or financial and/or legal matters and may not be involved in any decision affecting the operations of FIFA.

## 2.

Candidates for any position on the Governance, Audit and Compliance Committee as well as the incumbent members of the committee shall fulfil the independence criteria as defined in the FIFA Governance Regulations.

## 3.

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

## 4.

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

## 5.

If the chairperson, deputy chairperson or a member of the Governance, Audit and Compliance Committee resigns or becomes permanently

incapacitated with regard to performing his functions during his term of office, the Council shall appoint a replacement to serve until the next Congress, when a replacement shall be elected by the Congress for the remainder of the initial term of office.

**6.**

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

**7.**

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

**8.**

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

**9.**

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

**10.**

The Review Committee shall be composed of members of the Governance, Audit and Compliance Committee, in accordance with the Governance Regulations.

**11.**

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

**12.**

The committee shall establish a Compensation Sub-Committee, consisting of the chairperson of the Finance Committee, the chairperson of the Governance, Audit and Compliance Committee and a third member to be jointly appointed by the two chairpersons. This third member shall fulfil the independence criteria as defined in the FIFA Governance Regulations.

**13.**

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

**14.**

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

## **50** Judicial bodies

**1.**

The judicial bodies of FIFA are:

- (a) the Disciplinary Committee;
- (b) the Ethics Committee; and
- (c) the Appeal Committee.

**2.**

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

**3.**

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

**4.**

The chairperson and deputy chairperson of the Disciplinary Committee and the chairpersons, deputy chairpersons and members of both chambers of the Ethics Committee and of the Appeal Committee shall fulfil the independence criteria as defined in the FIFA Governance Regulations.

**5.**

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

**6.**

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

**7.**

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

**8.**

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

**9.**

The decision-making powers of certain committees remain unaffected.

## 51 Disciplinary Committee

**1.**

The function of the Disciplinary Committee shall be governed by the FIFA Disciplinary Code. The committee shall pass decisions only when at least three members are present. In certain cases, the chairperson may rule alone.

**2.**

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

**3.**

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

**4.**

The Council shall issue the FIFA Disciplinary Code.

**5.**

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

## 52 Ethics Committee

**1.**

The function of the Ethics Committee shall be governed by the FIFA Code of Ethics. It is divided into an investigatory chamber and an adjudicatory chamber. The adjudicatory chamber shall pass decisions if at least three members are present. The chairperson may pass decisions alone in specific cases.

**2.**

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



**3.**

The Council shall issue the FIFA Code of Ethics.

**4.**

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

## **53** Appeal Committee

**1.**

The function of the Appeal Committee shall be governed by the FIFA Disciplinary Code and the FIFA Code of Ethics. The committee shall pass decisions only when at least three members are present. In certain cases, the chairperson may rule alone.

**2.**

The Appeal Committee is responsible for hearing appeals against decisions from the Disciplinary Committee and the Ethics Committee that are not declared final by the relevant FIFA regulations.

**3.**

Decisions pronounced by the Appeal Committee shall be irrevocable and binding on all the parties concerned. This provision is subject to appeals lodged with the Court of Arbitration for Sport (CAS).

## VIII. FOOTBALL TRIBUNAL

# 54 Football Tribunal

### 1.

The Football Tribunal shall pass decisions relating to football-related disputes and regulatory applications. It shall comprise three chambers:

(a) the Dispute Resolution Chamber;

(b) the Players' Status Chamber; and

(c) the Agents Chamber.

### 2.

The functions of the Football Tribunal shall be governed by the Procedural Rules Governing the Football Tribunal, as issued by the Council.

### 3.

The Football Tribunal may pronounce the sanctions described in these Statutes and the FIFA Disciplinary Code on member associations, clubs, officials, players, football agents and match agents.

### 4.

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

### 5.

The Football Tribunal may propose amendments to its regulations to the Council.

## IX. DISCIPLINARY MEASURES

# 55

## Disciplinary measures

The disciplinary measures are primarily:

### 1.

for natural and legal persons:

- (a) a warning;
- (b) a reprimand;
- (c) a fine;
- (d) the return of awards.

### 2.

for natural persons:

- (a) suspension for a specific number of matches or for a specific period;
- (b) a match suspension;
- (c) a ban from the dressing rooms and/or the substitutes' bench;
- (d) a ban from entering a stadium;
- (e) a ban on taking part in any football-related activity;
- (f) social work;
- (g) compliance training;
- (h) community football service;
- (i) suspension or withdrawal of a football agent's licence;
- (j) suspension or withdrawal of a match agent's licence.

**3.**

for legal persons:

- (a) a ban on registering new players, either nationally or internationally;
- (b) playing a match without spectators;
- (c) playing a match with a limited number of spectators;
- (d) playing a match on neutral territory;
- (e) a ban on playing in a particular stadium;
- (f) annulment of the result of a match;
- (g) deduction of points;
- (h) relegation to a lower division;
- (i) expulsion from a competition in progress or from future competitions;
- (j) forfeit;
- (k) replaying a match;
- (l) implementation of a prevention plan;
- (m) (for member associations) payment of restitution to an affiliated club;
- (n) (for member associations) reduction or restriction of development funding.

## X. ARBITRATION

# 56 Court of Arbitration for Sport (CAS)

### 1.

FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents.

### 2.

The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.

# 57 Jurisdiction of CAS

### 1.

Appeals against final decisions passed by FIFA's legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question.

### 2.

Recourse may only be made to CAS after all other internal channels have been exhausted.

### 3.

CAS, however, does not deal with appeals arising from:

- (a) violations of the Laws of the Game;
- (b) suspensions of up to four matches or up to three months (with the exception of doping decisions);
- (c) decisions against which an appeal to an independent and duly constituted arbitration tribunal recognised under the rules of an association or confederation may be made.

**4.**

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

**5.**

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

**6.**

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

## **58**

### **Obligations relating to dispute resolution**

**1.**

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

**2.**

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

**3.**

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

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

## XI. SUBMISSION TO DECISIONS OF FIFA

### **59** Implementation of decisions

**1.**

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

**2.**

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

**3.**

The same obligation applies to football agents and match agents.

### **60** Sanctions

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



## XII. FINANCE

### **61** Financial period

**1.**

The financial period of FIFA shall be four years and shall begin on each 1 January in the year following the final competition of the FIFA World Cup™.

**2.**

The revenue and expenditure of FIFA shall be managed so that they balance out over the financial period. FIFA's major duties in the future shall be guaranteed through the creation of reserves.

**3.**

The Secretary General is responsible for drawing up the annual consolidated accounts of FIFA with its subsidiaries as at 31 December.

### **62** Auditors

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

### **63** Membership subscriptions

**1.**

Membership subscriptions are due on 1 January of each year. The annual subscription for new member associations for the year in question shall be paid within 30 days of the close of the Congress at which they were admitted.

**2.**

The Congress shall fix the amount of the annual subscription every four years on the recommendation of the Council. It shall be the same for every member association and amount to no more than USD 1,000.

## 64 Settlement

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

## 65 Levies

**1.**

The confederations may demand a levy on international matches played between two "A" representative teams, in accordance with the confederations' statutes and regulations.

**2.**

Member associations may demand their own levy on matches played in their territory, independently of their confederation, in accordance with the member associations' statutes and regulations.

## **XIII. RIGHTS IN COMPETITIONS AND EVENTS**

# **66** Rights in competitions and events

**1.**

FIFA, its member associations and the confederations are the original owners of all of the rights emanating from competitions and other events coming under their respective jurisdiction, without any restrictions as to content, time, place and law. These rights include, among others, every kind of financial rights, audiovisual and radio recording, reproduction and broadcasting rights, multimedia rights, marketing and promotional rights and incorporeal rights such as emblems and rights arising under copyright law.

**2.**

The Council shall decide how and to what extent these rights are utilised and draw up special regulations to this end. The Council shall decide alone whether these rights shall be utilised exclusively, or jointly with a third party, or entirely through a third party.

# **67** Authorisation to distribute

**1.**

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

**2.**

The Council shall issue special regulations to this end.

## XIV. COMPETITIONS

### A. FIFA FINAL COMPETITIONS

# 68

## Competition venues

### 1.

The Council shall decide the venue for the final competitions organised by FIFA, with the sole exception of the venue for the final competition of the FIFA World Cup™ and the FIFA Women's World Cup™, which shall be decided by the Congress in accordance with par. 2 of this article.

### 2.

The decision on the venue for the final competition of the FIFA World Cup™ and the FIFA Women's World Cup™ aims to achieve the objective of securing the best possible hosting conditions in the host country/countries and shall follow the procedure below:

- (a) Based on specific regulations to be issued by the Council, the FIFA general secretariat shall establish a fair and transparent bidding procedure, inviting all qualified member associations to submit a bid and defining in detail the requirements for the bidding and hosting as well as criteria for selecting the host of the event.
- (b) Based on its best judgement, the FIFA general secretariat shall submit to the Council a public report evaluating the compliance of all bids with the bidding procedure and the requirements for hosting the event, taking into consideration the defined criteria for selecting the host.
- (c) The Council shall review the report and designate, based on its best judgement and in an open ballot, up to three bids to be submitted to the Congress for a final decision. The result of each ballot and the related votes by the members of the Council shall be made public.
- (d) The Congress shall select the host venue from the bids designated by the Council. An absolute majority (more than 50%) of the member associations present and eligible to vote is necessary in the first ballot. If an absolute majority is not reached in the first ballot, then the bid with the lowest number of votes in the first ballot is eliminated. In the second ballot, or if fewer than three bids are presented to the Congress, a simple majority (more than 50%) of the valid votes cast is sufficient.

The result of each ballot and the related votes by the members of the Congress shall be made public.

**3.**

A Congress may not award the hosting rights to more than one FIFA World Cup™ at the same meeting.

**4.**

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

## B. INTERNATIONAL MATCHES AND COMPETITIONS

### 69 International match calendar

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

### 70 International matches and competitions

- The Council shall be responsible for issuing regulations for organising international matches and competitions between representative teams and between leagues, club and/or scratch teams. No such match or competition shall take place without the prior permission of FIFA, the confederations and/or the member associations in accordance with the Regulations Governing International Matches.
- The Council may issue further provisions for such matches and competitions.
- The Council shall determine any criteria for authorising line-ups that are not covered by the Regulations Governing International Matches.
- Notwithstanding the authorisation competences as set forth in the Regulations Governing International Matches, FIFA may take the final decision on the authorisation of any international match or competition.

### 71 Contacts

- Players and teams affiliated to member associations or provisional members of the confederations may not play matches or make sporting contacts

with players or teams that are not affiliated to member associations or provisional members of the confederations without the approval of FIFA.

**2.**

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

## **72** Authorisation

Associations, leagues or clubs that are affiliated to a member association may only join another member association or take part in competitions on that member association's territory under exceptional circumstances. In each case, authorisation must be given by both member associations, the respective confederation(s) and by FIFA.

## XV. FINAL PROVISIONS

### 73 Dissolution

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

### 74 Transitory provisions

#### 1.

Following the amendments to the FIFA Statutes as adopted at the 71<sup>st</sup> FIFA Congress on 21 May 2021:

- (a) Within 30 days of the conclusion of the Congress, the FIFA Council shall appoint the new members of the Football Tribunal.
- (b) The Dispute Resolution Chamber shall continue to operate as before and shall be integrated into the Football Tribunal as from the date of formal constitution of the Players' Status Chamber and the Agents Chamber.
- (c) Until the Players' Status Chamber and the Agents Chamber are constituted, the members of the Players' Status Committee shall deal with matters relating to the Players' Status Chamber and the Agents Chamber.

#### 2.

For members of committees elected or appointed before 27 April 2016, the term limits set forth in arts 33, 49 and 50 of these Statutes shall only apply as from the date of completion of their respective mandates.



# 75 Enforcement

These Statutes were adopted at the Congress on 31 March 2022 and come into force sixty (60) days after the close of the said Congress.

31 March 2022

For FIFA

President  
Gianni Infantino

Secretary General  
Fatma Samoura

## REGULATIONS GOVERNING THE APPLICATION OF THE STATUTES

### I. APPLICATION FOR ADMISSION TO FIFA

#### **1** Application for admission

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

#### **2** Confederations

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

## II. MATCH AGENTS AND FOOTBALL AGENTS

### **3** Match agents

- 1.**  
Match agents may be employed to arrange friendly matches.
- 2.**  
Match agents shall hold a FIFA licence.
- 3.**  
The Council shall issue Match Agent Regulations governing the occupation of match agents.

### **4** Football agents

- 1.**  
Players, coaches, clubs, leagues and associations are entitled to engage the services of a football agent to provide services in relation to the transfer and/or employment of players and coaches when concluding an employment contract and/or a transfer agreement.
- 2.**  
Football agents shall hold a FIFA licence.
- 3.**  
The Council shall issue Football Agent Regulations governing the occupation of football agents.

### III. ELIGIBILITY TO PLAY FOR REPRESENTATIVE TEAMS

## 5 Principles

#### 1.

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

#### 2.

There is a distinction between holding a nationality and being eligible to obtain a nationality. A player holds a nationality if, through the operation of a national law, they have:

- (a) automatically received a nationality (e.g. from birth) without being required to undertake any further administrative requirements (e.g. abandoning a separate nationality); or
- (b) acquired a nationality by undertaking a naturalisation process.

#### 3.

With the exception of the conditions specified in art. 9 below, any player who has already participated in a match (either in full or in part) in an official competition of any category or any type of football for one association may not play an international match for a representative team of another association.

#### 4.

For the purposes of arts 6 to 9 below, the phrase “lived on the territory of the relevant association” shall mean a period of physical presence on the territory of that association. The period shall be for a defined period of time (in years) in accordance with the relevant provision.

(a) The period of physical presence is not interrupted by:

- (i) short absences abroad for personal reasons;
- (ii) holidays abroad during the football off-season;
- (iii) medical treatment or rehabilitation abroad following injury or illness; or

(iv) travel abroad as a result of football employment.

(b) The period of physical presence is interrupted (and time requirement resets) where:

(i) a player is transferred to a club affiliated to a different association;  
or

(ii) a player is absent from a territory for any reason other than those set out in par. (a) above.

## 5.

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

## 6.

For the purposes of arts 6 to 9 below, the Procedural Rules Governing the Football Tribunal shall govern any requests for eligibility or change of association.

# 6 Nationality entitling players to represent more than one association

## 1.

A player who, under the terms of art. 5, is eligible to represent more than one association on account of his nationality, may play in an international match for one of these associations only if, in addition to holding the relevant nationality, he fulfils at least one of the following conditions:

(a) He was born on the territory of the relevant association;

(b) His biological mother or biological father was born on the territory of the relevant association;

(c) His grandmother or grandfather was born on the territory of the relevant association;

(d) He has lived on the territory of the relevant association for at least five years.

**2.**

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

**3.**

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

# 7

## Acquisition of a new nationality

**1.**

Any player who refers to art. 5 par. 1 to assume a new nationality and who has not played international football in accordance with art. 5 par. 3 shall be eligible to play for the representative teams of the new association only if he fulfils one of the following conditions:

- (a) He was born on the territory of the relevant association;
- (b) His biological mother or biological father was born on the territory of the relevant association;
- (c) His grandmother or grandfather was born on the territory of the relevant association;
- (d) He has lived on the territory of the relevant association:
  - (i) for players that began living on the territory before the age of 10: at least three years;
  - (ii) for players that began living on the territory between the age of 10 and 18: at least five years;
  - (iii) for players that began living on the territory from the age of 18: at least five years.

**2.**

A player who seeks to rely upon par. d (ii) must:

- (a) demonstrate that the move to the territory of the association was not for the purpose of participating for its representative teams; and
- (b) submit, via the relevant association, a request for eligibility to the Football Tribunal.

**8****Stateless individuals****1.**

A player that:

- (a) does not hold any nationality; and
- (b) due to national law of the country of their domicile, will never be granted the nationality of such country,

may be declared eligible to play for the representative teams of the association concerned, provided that:

- (c) he has lived on the territory of the relevant association for at least five years; and
- (d) he can demonstrate that the move to the territory of the association was not for the purpose of participating for its representative teams.

**2.**

A player who seeks to rely upon par. 1 must submit, via the relevant association, a request for eligibility to the Football Tribunal.

**9****Change of association****1.**

A player may, only once, request to change the association for which he is eligible to play to the association of another country of which he holds nationality.

**2.**

A request to change association may be granted only in the following circumstances:

(a) the player:

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

(ii) at the time of being fielded for his first match in an official competition in any kind of football for his current association, he already held the nationality of the association which he wishes to represent.

(b) the player:

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

(ii) at the time of being fielded for his first match in an official competition in any kind of football for his current association, he did not hold the nationality of the association which he wishes to represent;

(iii) at the time of being fielded for his last match in an official competition in any kind of football for his current association, he had not turned 21 years old; and

(iv) meets any of the requirements provided in art. 6 or 7.

(c) the player:

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

(ii) at the time of being fielded for his first match in an official competition (at any level) in any kind of football for his current association, he held the nationality of the association which he wishes to represent;

(iii) at the time of being fielded for his last match in an official competition in any kind of football for his current association, he had not turned 21 years old;



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

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

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

(d) the player:

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

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

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

- a. held the nationality of the association which he wishes to represent; or
- b. obtained the nationality of the association which he wishes to represent as soon as reasonably practicable after the country was recognised by the majority of members of the United Nations;

(iv) meets any of the requirements provided in art. 6 or 7.

(e) the player:

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

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

(iii) holds the nationality of the association that he wishes to represent.

**3.**

A player is not permitted to play for his new association in any competition in which he has already played for his previous association.

**4.**

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

**5.**

A player that was:

(a) granted a change of association; and

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

may request a change of association back to his former association provided he continues to hold the nationality of such association.

**6.**

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

**7.**

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

## IV. SPORTING INTEGRITY

# 10 Principle of promotion and relegation

### 1.

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

### 2.

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

### 3.

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

### 4.

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

**V. LAWS OF THE GAME****11** Amendments to the Laws of the Game**1.**

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

**2.**

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

**3.**

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

## VI. REFEREES AND ASSISTANT REFEREES

# 12

### Nomination

1.

Each referee and assistant referee appointed to an international match shall belong to a neutral member association unless otherwise previously agreed by the member associations concerned.

2.

The referee and assistant referees chosen to officiate at an international match shall be included in the official FIFA List of International Referees and Assistant Referees.

# 13

### Report

1.

The referee of every international "A" match shall send a report within 48 hours of the match both to FIFA and the member association on whose territory the match was played.

2.

This report shall be made on the official form given to the referee by the member association under whose jurisdiction the match was played.

3.

The report shall record all the disciplinary measures taken and the reasons for these measures.

# 14 Reimbursement

## 1.

Referees and assistant referees at international matches shall be entitled to:

- (a) a daily allowance;
- (b) reimbursement of travel expenses.

FIFA shall determine the amounts, travel category and number of days due for reimbursement to which referees and assistant referees are entitled.

## 2.

The amount owed to the referees and assistant referees shall be paid to them in an easily convertible currency on the same day as the match by the organising member association.

## 3.

The expenses for hotel and board incurred by referees and assistant referees of international matches shall be borne by the organising member association.

## VII. FINAL PROVISIONS

# 15 Objectives

1.

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

2.

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

# 16 Enforcement

The Regulations Governing the Application of the Statutes were adopted at the Congress on 21 May 2021 and come into force immediately after adoption.

21 May 2021

For FIFA

President  
Gianni Infantino

Secretary General  
Fatma Samoura

# STANDING ORDERS OF THE CONGRESS

## STANDING ORDERS OF THE CONGRESS

### **1** Participation in the Congress

- 1.**

Each member association may be represented at the Congress by a maximum of three delegates, all of whom may take part in the debates.
- 2.**

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

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

### **2** Chair

- 1.**

The President shall chair the Congress. If the President is unable to attend, the longest-serving vice-president available shall deputise. If none of the vice-presidents is present, the Congress shall elect a member of the Council as chairperson.
- 2.**

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



**3.**

The chair shall be responsible for maintaining order during debates. He may take the following action against any Congress participant who disturbs the debates:

- (a) a call to order;
- (b) a reprimand;
- (c) exclusion from one or more sessions.

**4.**

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

## **3** Scrutineers

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

## **4** Interpreters

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

## 5 Debates

### 1.

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

- (a) by the chair or a member of the Council designated for this purpose;
- (b) by a representative of the committee designated by the Council to give a report;
- (c) by a delegate from the member association that requested the item be included in the agenda.

### 2.

The chair then opens the debate.

## 6 Speakers

### 1.

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

### 2.

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

## **7** Proposals

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

## **8** Procedural motions and closing of debates

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

## 9 Votes

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

# 10 Elections

**1.**

Elections shall be carried out by secret ballot. They shall either be conducted with ballot papers or by using televoters, electronic vote counters that guarantee the secrecy of the election. Elections of the President shall not be carried out by using televoters. The Secretary General, assisted by the scrutineers, shall conduct the distribution and counting of the ballot papers or the distribution and evaluation of the televoters.

**2.**

The number of ballot papers that have been distributed shall be announced by the chair before the count.

**3.**

If the number of ballot papers returned is equal to or fewer than the number of ballot papers distributed, the election shall be declared valid. If the number returned exceeds that of the ballot papers distributed, the vote shall be declared null and void and another vote shall be taken immediately.

**4.**

The chair shall announce the result of each ballot.

**5.**

The Secretary General shall put the ballot papers that have been collected and counted into envelopes intended for this purpose and seal them immediately. The general secretariat shall keep these envelopes and destroy them 100 days after the end of the Congress.

# 11

## Calculation of majorities

**1.**

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

**2.**

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

**3.**

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

# 12 Enforcement

These Standing Orders of the Congress were adopted by the Congress on 18 September 2020 and come into force immediately after adoption.

18 September 2020

For FIFA

President  
Gianni Infantino

Secretary General  
Fatma Samoura





Fédération Internationale de Football Association

**FIFA®**



# FIFA Disciplinary Code

## 2023 edition

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# GENERAL PROVISIONS

## 1. Object

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

## 2. Scope of application: substantive law

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

## 3. Scope of personal application

The following are subject to this Code:

- a) associations;
- b) members of associations, in particular the clubs;
- c) officials;
- d) players;
- e) match officials;
- f) football agents licensed by FIFA;
- g) match agents licensed by FIFA;
- h) single-entity leagues;
- i) anyone elected or assigned by FIFA to exercise a function, in particular with regard to a match, competition or other event organised by FIFA.

## 4. Scope of temporal application

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



## 5. Applicable law

The FIFA judicial bodies base their decisions:

- a) primarily, on the FIFA Statutes as well as FIFA's regulations, circulars, directives and decisions, and the Laws of the Game; and
- b) subsidiarily, on Swiss law and any other law that the competent judicial body deems applicable.

## 6. Disciplinary measures

1. The following disciplinary measures may be imposed on natural and legal persons:
  - a) warning;
  - b) reprimand;
  - c) fine or any other pecuniary measure;
  - d) return of awards;
  - e) withdrawal of a title;
  - f) order to fulfil a financial obligation arising or existing in the context of a trial.
2. The following disciplinary measures may be imposed on natural persons only:
  - a) suspension for a specific number of matches or for a specific period;
  - b) ban from dressing rooms and/or team bench;
  - c) ban on taking part in any football-related activity;
  - d) community football service;
  - e) suspension or withdrawal of a football agent licence;
  - f) suspension or withdrawal of a match agent licence.
3. The following disciplinary measures may be imposed on legal persons only:
  - a) ban on registering new players;
  - b) playing a match without spectators;
  - c) playing a match with a limited number of spectators;
  - d) playing a match on neutral territory;
  - e) ban on playing in a particular stadium;
  - f) annulment of the result of a match;
  - g) deduction of points;
  - h) relegation to a lower division;
  - i) expulsion from a competition in progress or from future competitions;
  - j) forfeit;



- k) replaying a match;
  - l) implementation of a prevention plan;
  - m) forfeiture of training rewards that are due;
  - n) payment of restitution to an affiliated club;
  - o) payment of a specific amount to a club or a member association.
4. Fines shall not be less than CHF 100 or more than CHF 1,000,000.
  5. Associations are jointly liable for fines imposed on representative team players and officials. The same applies to clubs in respect of their players and officials.
  6. The disciplinary measures provided for in this Code may be combined.

## 7. Directives

1. Directives require those affected by them to behave in a certain manner.
2. In addition to disciplinary measures, the FIFA judicial bodies may issue directives stipulating the manner in which a disciplinary measure must be carried out, including the date and conditions on which the disciplinary measure is enforced.
3. The FIFA judicial bodies may also award compensation for damage where an association or club is liable for that damage on the basis of article 8 or 17.

## 8. Responsibility

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

## 9. Decisions of the referee

1. Decisions taken by the referee on the field of play are final and may not be reviewed by the FIFA judicial bodies.
2. In cases where a decision by the referee involves an obvious error (such as mistaking the identity of the person penalised), the FIFA judicial bodies may only review the disciplinary consequences of that decision. In cases of mistaken identity, disciplinary proceedings may, in accordance with this Code, be opened

only against the person who was actually at fault.

3. A protest against a caution or a sending-off from the field of play after two cautions is admissible only if the referee's error was to mistake the identity of the player.
4. In cases of serious misconduct, disciplinary action may be taken even if the referee and their assistants did not see the event in question and were therefore unable to take any action.
5. The provisions of this Code relating to protests against match results affected by a referee's decision that was an obvious violation of a rule remain applicable.

## 10. Limitation period for prosecution

1. Infringements may no longer be prosecuted in accordance with the following periods:
  - a) two years for infringements committed during a match;
  - b) ten years for anti-doping rule violations (as defined in the FIFA Anti-Doping Regulations), infringements relating to international transfers involving minors, and match manipulation;
  - c) five years for all other offences.
2. The limitation period runs as follows:
  - a) from the day on which the perpetrator committed the infringement;
  - b) if the infringement is recurrent, from the day on which the most recent infringement was committed;
  - c) if the infringement lasted for a certain period, from the day on which it ended;
  - d) from the day on which the decision of the Dispute Resolution Chamber, the FIFA Players' Status Committee or the Court of Arbitration for Sport (CAS) becomes final and binding.
3. The limitation periods set out above are interrupted by all procedural acts, starting afresh with each interruption.

## 11. Duty to report

1. Anyone subject to this Code shall immediately report to the secretariat of the Disciplinary Committee any violation of, or attempt to violate, this Code by any third party.
2. Anyone subject to this Code who makes an unfounded or irresponsible accusation may be sanctioned.



## 12. Duty to collaborate

1. The parties shall act in good faith throughout the proceedings.
2. The parties or the persons subject to this Code shall collaborate to establish the facts and, in particular, comply with requests for information from a FIFA body, committee, subsidiary or instance, as well as from the FIFA administration.
3. In particular, persons subject to this Code shall help to establish and/or clarify the facts of a case or any possible breaches of this Code and, in particular, shall provide any evidence requested.
4. Any breach of this article by any person subject to this Code may lead to the appropriate sanctions being imposed by the relevant judicial body.
5. If the parties fail to collaborate, especially if they ignore the stipulated time limits, the judicial body may nonetheless reach a decision on the case using the file in its possession.



# OFFENCES

## CHAPTER 1. INFRINGEMENTS OF THE LAWS OF THE GAME

### 13. Offensive behaviour and violations of the principles of fair play

1. Associations and clubs, as well as their players, officials and any other member and/or person carrying out a function on their behalf, must respect the Laws of the Game, as well as the FIFA Statutes and FIFA's regulations, directives, guidelines, circulars and decisions, and comply with the principles of fair play, loyalty and integrity.
2. For example, anyone who acts in any of the following ways may be subject to disciplinary measures:
  - a) violating the basic rules of decent conduct;
  - b) insulting a natural or legal person in any way, especially by using offensive gestures, signs or language;
  - c) using a sports event for demonstrations of a non-sporting nature;
  - d) behaving in a way that brings the sport of football and/or FIFA into disrepute;
  - e) actively altering the age of players shown on the identity cards they produce at competitions that are subject to age limits.

## CHAPTER 2. DISORDERLINESS AT MATCHES AND COMPETITIONS

### 14. Misconduct of players and officials

1. Players and officials shall be suspended for misconduct as specified below and may be fined accordingly:
  - a) one match for players who are sent off for denying the opposing team a goal or an obvious goalscoring opportunity;
  - b) at least one match or an appropriate period of time for unsporting behaviour towards an opponent or a person other than a match official;
  - c) at least one match for officials who are sent off for dissent by word or action;
  - d) at least one match for deliberately receiving a yellow or red card, including in order to be suspended for an upcoming match or to ultimately have a clean record;
  - e) at least two matches for serious foul play;
  - f) at least two matches for provoking spectators at a match by any means;

- g) at least two matches or a specific period for acting with obvious intent to cause a match official to make an incorrect decision or supporting their error of judgement and thereby causing them to make an incorrect decision;
  - h) at least three matches for violent conduct;
  - i) at least three matches or an appropriate period of time for assault, including elbowing, punching, kicking, biting, spitting or hitting an opponent or a person other than a match official;
  - j) at least four matches or an appropriate period of time for unsporting behaviour towards a match official;
  - k) at least ten matches or an appropriate period of time for intimidating or threatening a match official;
  - l) at least 15 matches or an appropriate period of time for assaulting a match official, including elbowing, punching, kicking, biting, spitting or hitting.
2. The misconduct described in paragraph 1 b), f), j) and k) is also subject to the respective sanctions in this Code, despite the fact that the offence has been committed off the field of play (including via social networks).
  3. If the suspension is to be served in terms of matches, only those actually played by the respective team count towards execution of the suspension. It is not necessary for a player to be included on the team sheet for the respective match or competition in order for a match suspension to be considered served.
  4. A player or official who, in the context of a match (including pre- and post-match) or competition, publicly incites others to hatred or violence will be sanctioned with a ban on taking part in any football-related activity for no less than six months and with a minimum fine of CHF 5,000. In serious cases, in addition to the above sanctions and in particular if the infringement is committed using social networks and/or the mass media (such as the press, radio or television) or takes place on a matchday in or around a stadium, the minimum fine will be CHF 20,000.
  5. If a national or club team conducts itself improperly (for example, if individual disciplinary sanctions are imposed by the referee on five or more players – three or more in the case of futsal – during a match), disciplinary measures may also be taken against the association or club concerned.
  6. Additional disciplinary measures may also be imposed in all cases.



## 15. Discrimination

1. Any person who offends the dignity or integrity of a country, a person or group of people through contemptuous, discriminatory or derogatory words or actions on account of race, skin colour, ethnicity, nationality, social origin, gender, disability, sexual orientation, language, religion, political or any other opinion, wealth, birth or any other status or any other reason shall be sanctioned with a suspension lasting at least ten matches or a specific period, or any other appropriate disciplinary measure.
2. If one or more of an association's or club's supporters engage in the behaviour described in paragraph 1, the association or club responsible will be subject to the following disciplinary measures:

  - a) For a first offence, playing a match with a limited number of spectators and a fine of at least CHF 20,000 shall be imposed on the association or club concerned;
  - b) For recidivists or if the circumstances of the case require it, disciplinary measures such as the implementation of a prevention plan, a fine, a points deduction, playing one or more matches without spectators, a ban on playing in a particular stadium, the forfeiting of a match, expulsion from a competition or relegation to a lower division may be imposed on the association or club concerned.
3. The competent judicial body may deviate from the above minimum sanctions if the association and/or club concerned commits to developing, in conjunction with FIFA, a comprehensive plan to ensure action against discrimination and to prevent repeated incidents. The plan shall be approved by FIFA and shall include, at least, the following three focus areas:

  - a) Educational activities (including a communication campaign aimed at supporters and the general public). The effectiveness of the campaign will be reviewed regularly.
  - b) Stadium security and dialogue measures (including a policy on how offenders will be identified and dealt with through football sanctions, a policy on escalation to state (criminal) legal authorities, and a dialogue with supporters and influencers on how to create change).
  - c) Partnerships (including working with supporters, NGOs, experts and stakeholders to advise on and support the action plan and ensure effective and ongoing implementation).



4. Persons who are bound by this Code and have been the victim of potential discriminatory behaviour may be invited by the respective judicial body to make an oral or written victim impact statement, and will have the right to request the motivated decision in proceedings before the judicial bodies, as well as to lodge an appeal and act as party in the disciplinary appeal proceedings in accordance with the applicable provisions of this Code.
5. Unless there are exceptional circumstances, if a match is abandoned by the referee because of racist and/or discriminatory conduct, the match shall be declared forfeited.

## 16. Unplayed matches and abandonment

1. If a match cannot take place or cannot be played in full for reasons other than force majeure, but due to the behaviour of a team or behaviour for which an association or a club is liable, the association or the club will be sanctioned with a minimum fine of CHF 10,000. The match will either be forfeited or replayed.
2. Additional disciplinary measures may be imposed on the association or club concerned.
3. If a match was abandoned and is to be replayed in full, any caution issued during that match shall be annulled. If a match was abandoned, in particular for reasons of force majeure, and it recommences at the minute at which play was interrupted, any caution imposed before the match was abandoned remains valid for the remainder of the match. If the match is not to be replayed, the cautions received by the teams shall be upheld.

## 17. Order and security at matches

1. Host clubs and associations are responsible for order and security both in and around the stadium before, during and after matches. Without prejudice to their responsibility for the inappropriate behaviour of their own supporters, they are liable for incidents of any kind, including but not limited to those listed in paragraph 2 below, and may be subject to disciplinary measures and directives unless they can prove that they have not been negligent in any way in the organisation of the match. In particular, associations, clubs and licensed match agents who organise matches shall:
  - a) assess the degree of risk posed by the match and notify the FIFA bodies of those that are especially high-risk;
  - b) comply with and implement existing safety rules (FIFA regulations, national laws, international agreements) and take every safety precaution demanded by the circumstances in and around the stadium before, during and after the match and if incidents occur;
  - c) ensure the safety of the match officials and the players and officials of the visiting team during their stay;



- d) keep local authorities informed and collaborate with them actively and effectively;
  - e) ensure that law and order are maintained in and around the stadiums and that matches are organised properly.
- 2.** All associations and clubs are liable for inappropriate behaviour on the part of one or more of their supporters as stated below and may be subject to disciplinary measures and directives even if they can prove the absence of any negligence in relation to the organisation of the match:
- a) the invasion or attempted invasion of the field of play;
  - b) the throwing of objects;
  - c) the lighting of fireworks or any other objects;
  - d) the use of laser pointers or similar electronic devices;
  - e) the use of gestures, words, objects or any other means to transmit a message that is not appropriate for a sports event, particularly messages that are of a political, ideological, religious or offensive nature;
  - f) acts of damage;
  - g) causing a disturbance during national anthems;
  - h) any other lack of order or discipline observed in or around the stadium.

## 18. Protests

- 1.** Associations and their clubs are entitled to lodge protests. Protests must reach the Disciplinary Committee in writing via the FIFA Legal Portal, indicating the relevant grounds, within 24 hours of the end of the match in question.
- 2.** The 24-hour time limit cannot be extended. For the sake of the smooth running of the competition, the corresponding competition regulations may shorten the protest deadline accordingly.
- 3.** The protest fee is CHF 1,000. It must be paid when the protest is lodged and is reimbursed only if the protest is admitted in full.
- 4.** A protest is admissible only if it is based on:
- a) an ineligible player's participation in a match as a consequence of that player not fulfilling the conditions defined in the relevant FIFA regulations;
  - b) an unfit field of play, as long as the referee was informed as soon as the problem was reported or observed (whether in writing before the match, or orally by a team captain, in the presence of the captain of the opposing team, during the match);
  - c) an obvious error by the referee as defined in article 9 of this Code, in which case the protest may be directed only at the disciplinary consequences of the referee's obvious error.

## 19. Fielding an ineligible player

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

## 20. Manipulation of football matches and competitions

1. Anyone who directly or indirectly, by an act or an omission, unlawfully influences or manipulates the course, result or any other aspect of a match and/or competition or conspires or attempts to do so by any means shall be sanctioned with a minimum five-year ban on taking part in any football-related activity as well as a fine of at least CHF 100,000. In serious cases, a longer ban period, including a potential lifetime ban on taking part in any football-related activity, shall be imposed.
2. If a player or official engages in behaviour described in paragraph 1, the club or association to which the player or official belongs may be sanctioned with the forfeiting of the match in question or may be declared ineligible to participate in a different competition, provided the integrity of the competition is protected. Additional disciplinary measures may be imposed.
3. Persons bound by this Code must cooperate fully with FIFA at all times in its efforts to combat such behaviour and shall therefore immediately and voluntarily report to the secretariat of the Disciplinary Committee any approach in connection with activities and/or information directly or indirectly related to the possible manipulation of a football match or competition as described above. Any breach of this provision shall be sanctioned with a ban of at least two years on taking part in any football related activity and a fine of at least CHF 15,000.
4. The Disciplinary Committee shall be competent to investigate and adjudicate all conduct on and off the field of play in connection with the manipulation of football matches and competitions.



## CHAPTER 3. OTHER PROVISIONS

### 21. Failure to respect decisions

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

  - a) will be fined for failing to comply with a decision and receive any pertinent additional disciplinary measure; and, if necessary:
  - b) will be granted a final deadline of 30 days in which to pay the amount due or to comply with the non-financial decision;
  - c) may be ordered to pay an interest rate of 18% p.a. to the creditor as from the date of the decision of the Disciplinary Committee rendered in connection to a CAS decision on an appeal against a (financial) decision passed by a body, a committee, a subsidiary or an instance of FIFA;
  - d) in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on registering new players will be issued until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a ban on registering new players in the event of persistent failure (i.e. the ban on registering new players has been served for more than three entire and consecutive registration periods following the notification of the decision), repeated offences or serious infringements or if no full registration ban could be imposed or served for any reason;
  - e) in the case of associations, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, additional disciplinary measures may be imposed;
  - f) in the case of natural persons, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a ban on any football-related activity for a specific period may be imposed. Other disciplinary measures may also be imposed.
2. With regard to financial decisions passed by a body, a committee, a subsidiary or an instance of FIFA, or CAS, disciplinary proceedings may only commence at the request of the creditor or any other affected party who is entitled to be notified of the final outcome of the said disciplinary proceedings, including the motivated decision if so requested.

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

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

- a) Should the debtor have provided accurate information and fully settled its financial obligation, the ban or measure is considered permanently lifted.
  - b) Should the debtor have provided inaccurate information and/or have failed to comply with its financial obligation in full, the Disciplinary Committee may decide to:
    - i. reinstate the ban or measure; and
    - ii. impose additional disciplinary measures.
4. The sporting successor of a non-compliant party shall also be considered a non-compliant party and thus subject to the obligations under this provision. Criteria to assess whether an entity is to be considered as the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition concerned.
5. Any financial or non-financial decision that has been issued against a club by a competent decision-making body within the relevant association shall be enforced by the association of the deciding body that has issued the decision in accordance with the principles established in this article and in compliance with the applicable disciplinary regulations. An association will be fined for failing to enforce the decision in accordance with this article. In the event of persistent failure to enforce the decision, additional disciplinary measures may be imposed on the association.
6. Any financial or non-financial decision that has been issued against a natural person by a competent decision-making body within the relevant association shall be enforced by the association of the deciding body that has issued the decision or by the natural person's new association, if the natural person has, in the meantime, been registered or licenced at another association, or otherwise employed by a club affiliated to another association or by another association, in accordance with the principles established in this article and in compliance with the applicable disciplinary regulations. An association will be fined for failing to enforce the decision in accordance with this article. In the event of persistent failure to enforce the decision, additional disciplinary measures may be imposed on the association.



7. Any financial decision issued by the Football Tribunal or FIFA imposing disciplinary measures, such as a ban from registering any new players – either nationally or internationally – or a restriction on playing in official matches, will be automatically enforced by FIFA and the relevant member association. FIFA will be competent to deal with any issue relating to the enforcement of such decisions, including but not limited to the potential recognition of the sporting successor and the assessment of potential insolvency and/or bankruptcy proceedings.
8. Where a decision issued by the FIFA Football Tribunal or a proposal confirmed by the FIFA general secretariat contains consequences for failure to pay relevant amounts on time and the debtor has not provided proof of payment after such consequences have been served in full, the Disciplinary Committee may decide to provisionally extend such consequences until a final decision has been rendered by this judicial body in accordance with this article.
9. The Disciplinary Committee shall be competent to decide on cases related to the failure to respect settlement agreements concluded in the context of disciplinary proceedings opened against a debtor with respect to a final and binding financial decision issued by a body, a committee, a subsidiary or an instance of FIFA or by CAS.
10. Disciplinary proceedings for failing to respect a final CAS decision rendered in the context of ordinary proceedings may be initiated provided that the respective CAS procedure started after 15 July 2019.

## **22. Forgery and falsification**

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

## **23. Specific proceedings**

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

## CHAPTER 4. IMPLEMENTATION OF DISCIPLINARY MEASURES

### 24. Enforcement of sanctions

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

### 25. Determining the disciplinary measure

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

### 26. Recidivism

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



## 27. Suspension of implementation of disciplinary measures

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

## 28. Forfeit

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

## 29. Matches to be played without spectators

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

- a) a maximum of 200 people holding category 1 tickets from the visiting club or association and a maximum of 20 VIP guests for each association;
- b) a maximum of 55 people per team delegation, including the players;
- c) accredited broadcast staff and media (journalists and photographers);
- d) police officers and security staff with specific tasks related to security at the match;
- e) people carrying out functions related to the stadium infrastructure (grounds, lighting, signage, etc.) and persons carrying out functions related to the match (ball kids, children involved in the pre-match ceremony as well as their chaperones);
- f) a maximum of 75 federation/FIFA representatives carrying out functions at the match;



- g) people from the confederation/FIFA and confederation/FIFA partners with complimentary tickets; and
- h) a maximum of 1,000 children up to the age of 14 (duly accompanied) from schools and/or football academies invited to the match free of charge.



# ORGANISATION AND COMPETENCE

## CHAPTER 1. GENERAL PROVISIONS

### 30. General rule

1. The FIFA judicial bodies shall be competent to investigate, prosecute and sanction conduct within the scope of application of this Code.
2. Confederations, associations and other sports organisations are responsible for investigating, prosecuting and sanctioning conduct in their respective jurisdictions. In particular, confederations shall have jurisdiction on disciplinary matters related to friendly matches and competitions between representative teams or clubs belonging to the same confederation, provided that the competition is not organised by FIFA.
3. FIFA shall have jurisdiction on disciplinary matters related to matches and competitions organised by it, to international "A" friendly matches (tier-1 international matches), to friendly matches and competitions between representative teams or clubs belonging to different confederations or to matches involving invitational teams composed of players registered with clubs belonging to associations of different confederations.
4. Each association has a duty to cooperate with other associations to forward and notify them of documents or to provide information related to and/or required for domestic disciplinary proceedings. If an association fails to cooperate in this way, it may lead to sanctions as provided under this Code.
5. Confederations and associations shall inform FIFA immediately of the sanctions issued by their respective judicial bodies in relation to serious infringements (including but not limited to doping, manipulation of football matches and competitions, sexual abuse or harassment).
6. The FIFA judicial bodies reserve the right to investigate, prosecute and sanction serious infringements within the scope of application of this Code – in particular, doping, match-fixing and discrimination – that fall within the jurisdiction of confederations, associations or other sports organisations, if deemed appropriate in a specific case and if no formal investigation has been initiated by the competent confederation, member association or other sports organisation 90 days after the matter became known to FIFA, or if the relevant confederation, member association or sports organisation agrees with FIFA to confer the competence regarding the relevant matter on FIFA.
7. The FIFA judicial bodies shall not deal with cases that have been previously subject to a final decision by another FIFA body involving the same party or parties and the same cause of action. In such cases, the claim shall be deemed inadmissible.



### 31. Composition of the FIFA judicial bodies

1. In the context of this Code, the FIFA judicial bodies are:
  - a) the Disciplinary Committee;
  - b) the Appeal Committee.
2. The FIFA judicial bodies shall consist of a chairperson, a deputy chairperson and an unspecified number of members.
3. The Congress elects, upon the proposal of the Council, the chairpersons, deputy chairpersons and other members of the FIFA judicial bodies for a period of four years.

### 32. Independence and impartiality

1. The chairpersons, deputy chairpersons and other members of the FIFA judicial bodies shall be impartial and fulfil the independence criteria as defined in the FIFA Governance Regulations.
2. Members of the FIFA judicial bodies may not decide on a matter where there are legitimate grounds for questioning their independence or impartiality and/or if there is a conflict of interest. They shall disclose any circumstance which may give rise to any such ground.
3. Members who decline to participate in a meeting on any of the above grounds shall notify the chairperson immediately.
4. If the circumstances give rise to legitimate doubts over the independence or impartiality of a member of the FIFA judicial body, a party is entitled to challenge said member at the latest two days prior to the relevant date on which the judicial body is called to decide on a matter.
5. The chairperson shall decide on any such challenge. If an objection is raised concerning the chairperson, the deputy chairperson or, in their absence, the longest-serving member present shall decide on such challenge.

### 33. Meetings

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

### 34. Confidentiality

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

### 35. Secretariat

1. The FIFA general secretariat provides the FIFA judicial bodies with a secretariat and the necessary support, infrastructure and staff at FIFA headquarters. The FIFA judicial bodies may be assisted by legal counsel or experts.
2. The secretariat takes charge of the administrative work and writes the decisions of the meetings.
3. The secretariat manages the case files. The decisions passed and the relevant files shall be kept for at least ten years.
4. The secretariat keeps records of cautions, sendings-off and match suspensions, which are stored in FIFA's central data storage system. The secretariat of the Disciplinary Committee confirms them in writing to the association or club concerned or, in the case of final competitions, to the head of the delegation concerned (or the person(s) indicated by the latter for each competition). To ensure that the relevant records are complete, the confederations shall inform FIFA of all sanctions that have been issued during their own competitions that are likely to be carried over to a FIFA competition or future competitions organised by the confederations.
5. The secretariat takes charge of the necessary investigation *ex officio*.
6. The general principles that will apply to investigations are the following:
  - a) FIFA may investigate possible offences falling within the scope of this Code.



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

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

### 36. Integrity experts

1. The secretariat may appoint an integrity expert to support the necessary investigations into potential breaches of FIFA regulations.
2. The appointed integrity expert may request the opening of disciplinary proceedings and propose that disciplinary measures be imposed on member associations, clubs and individuals.
3. The integrity experts shall remain impartial and fulfil the independence criteria as defined in the FIFA Governance Regulations. The requirements and conditions of their appointment as well as of their role are set in accordance with the relevant circular letter on this subject. The term as integrity expert shall be limited to four years. A list of integrity experts shall be submitted to the FIFA Council for approval.

### 37. Exemption from liability

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

### 38. Time limits

1. Time limits shall commence the day after the notification of the relevant document. Time limits are deemed to have been complied with if the relevant action has been completed by midnight (Central European Time) at the latest on the last day of the stipulated deadline.
2. Official holidays and non-working days are included in the calculation of time limits. Time limits are interrupted from 20 December to 5 January inclusive.
3. Time limits to which persons other than the associations shall adhere commence on the day after receipt of the document by the association responsible for forwarding it, except when the document is also or solely sent to the person concerned or their legal representative. If the document was also or solely sent to the parties or their legal representatives, the time limit starts on the day after receipt of the document by such person.

4. When a deadline expires on a Saturday, Sunday or public holiday in the Swiss canton of Zurich, where FIFA's headquarters are located, it is carried forward to the next working day.
5. If a time limit is not observed, the defaulter loses the procedural right in question.
6. Time limits laid down by this Code may not be extended.

### 39. Evidence, evaluation of evidence and standard of proof

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

### 40. Match officials' reports

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

### 41. Burden of proof

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

### 42. Witnesses

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



### 43. Anonymous participants in proceedings

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

### 44. Identification of anonymous participants in proceedings

1. To ensure their safety, persons granted anonymity shall be identified behind closed doors in the absence of the parties. This identification shall be conducted by the chairperson of the competent judicial body alone, the deputy chairperson and/or the members of the competent judicial body present and shall be recorded in minutes containing the relevant person's personal details.
2. These minutes shall not be communicated to the parties.
3. The parties shall receive a brief notice which:
  - a) confirms that the person concerned has been formally identified; and
  - b) contains no details that could be used to identify such person.



## 45. Representation and assistance

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

## 46. Legal aid

1. In order to guarantee their rights, individuals bound by this Code who have insufficient financial means may request legal aid from FIFA for the purpose of proceedings before the FIFA judicial bodies.
2. Applicants for legal aid must submit reasoned requests and supporting documents.
3. The secretariat establishes a list of pro bono counsel.
4. According to each applicant's needs, and subject to prior written confirmation by FIFA, legal aid may be provided as follows:
  - a) The applicant may be released from having to pay the costs of proceedings.
  - b) Pro bono counsel may be selected by the applicant from the list provided by the secretariat.
  - c) The applicant's own reasonable travel and accommodation costs and those of witnesses and experts they call to testify may be covered by FIFA, including the travel and accommodation costs of any pro bono counsel selected from the list provided by the secretariat.
5. The chairperson of the Disciplinary Committee decides on requests for legal aid. Such decisions are final.
6. Further conditions and requirements associated with legal aid and pro bono counsel may be communicated by circular letter.

## 47. Language used in proceedings

1. The languages used in proceedings are English, French and Spanish. The FIFA judicial bodies and the parties may choose to communicate in any of these languages.
2. Decisions are passed in any of the aforementioned languages.
3. If the language used in a decision is not the mother tongue of the person concerned, the association to which the person belongs will be responsible for translating it.



## 48. Communication with the parties

1. All of the parties shall be notified of the decision.
2. All communications between FIFA and the party concerned during proceedings before the FIFA judicial bodies shall be sent exclusively through the FIFA Legal Portal. Communications through the FIFA Legal Portal are valid and binding means of communication and will be deemed sufficient to establish time limits and their observance.
3. The parties and associations must ensure that their contact details (including their address, telephone number and email address) are valid and kept up to date at all times.
4. Decisions and other documents intended for players, clubs and officials are addressed to the association concerned on condition that it forwards the documents to the parties concerned. In the event that the association acts on behalf of the party concerned, these documents are considered to have been communicated properly to the ultimate addressee on the day after the notification to the respective association. In the event that the email address of the party concerned is unknown and the documents have been sent to the association concerned via the FIFA Legal Portal, these documents are considered to have been communicated properly to the ultimate addressee four days after the notification of the document to the respective association. Failure by the association to comply with the aforementioned instruction may result in disciplinary proceedings in accordance with this Code.

## 49. Costs and expenses

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

## 50. Effects of decisions

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

## 51. Provisional measures

1. The chairperson of the competent judicial body, or their nominee, is entitled to issue provisional measures where these are deemed necessary to ensure the proper administration of justice, to maintain sporting discipline or to avoid irreparable harm, or for reasons of safety and security. They are not obliged to hear the parties.
2. Provisional measures issued by the chairperson of the Disciplinary Committee or their nominee may be appealed against in accordance with the relevant provisions of this Code. However, the appeal must reach FIFA in writing via the FIFA Legal Portal and with grounds within three days of notification of the contested measure, without the condition of payment of any appeal fee. The chairperson of the Appeals Committee, or their nominee, decides on such appeals as a single judge. Such decisions are final.
3. A provisional measure may apply for up to 90 days. The duration of any such measure may be deducted from the final disciplinary sanction. The chairperson of the competent judicial body, or their nominee, may exceptionally extend the validity of a provisional measure by up to 90 days.

## 52. Court of Arbitration for Sport (CAS)

Decisions passed by the Disciplinary and Appeal Committees may be appealed against before CAS, subject to the provisions of this Code and articles 56 and 57 of the FIFA Statutes.



## CHAPTER 2. DECISION-MAKING PROCESS

### 53. Convocation, rights of the parties, hearings, decisions, communications and confidentiality

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

## 54. Decisions

1. Decisions are passed by a single judge or by a simple majority of the members present. If votes are equal, the chairperson has the casting vote.
2. The FIFA judicial bodies may take decisions via personal meetings, telephone conference, video conference or any other similar method.
3. In principle, the FIFA judicial bodies issue the terms of decisions without grounds, and only these terms of the decision are notified to the parties, who are informed that they have ten days from that notification to request, in writing via the FIFA Legal Portal, a motivated decision. Failure to make such a request results in the decision becoming final and binding and the parties being deemed to have waived their right to lodge an appeal.
4. A motivated decision shall include at least:
  - a) a brief summary of the facts, which does not need to include every single contention;
  - b) the article(s) infringed;
  - c) the considerations that are relevant to the potential breach of the FIFA regulations; and
  - d) the criteria used to determine the possible sanction.
5. If the motivated decision is requested within the time limit stipulated in paragraph 3 above, the time limit for lodging an appeal begins only on notification of the motivation. Only the parties to which a decision is addressed can request the motivation.
6. Any appeal lodged before notification of the motivated decision is regarded exclusively as a request for motivation.
7. Doping-related decisions are issued with grounds. In case of urgency, or under any other special circumstances, the relevant judicial body may notify the party of only the terms of the decision, which become immediately applicable. The full, written decision shall then be notified within 60 days.
8. The FIFA secretariat publishes decisions issued by the FIFA judicial bodies. Where such a decision contains confidential information, FIFA may decide, *ex officio* or at the request of a party, to publish an anonymised or a redacted version.
9. The request for a motivated decision does not affect the enforcement of the decision, which shall take effect as soon as it is notified, with the exception of orders to pay a sum of money.
10. The competent judicial body may rectify any mistakes in calculation or any other obvious errors in the decision at any time.



## CHAPTER 3. DISCIPLINARY COMMITTEE

### 55. Commencement of proceedings

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

### 56. Jurisdiction

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

## 57. Jurisdiction of the single judges of the Disciplinary Committee

1. The chairperson can rule alone as a single judge and may delegate their functions to another member of the Disciplinary Committee. In particular, the chairperson or their nominee acting as a single judge may take the following decisions with respect to any of the following matters:
  - a) urgent or protest cases;
  - b) whether disciplinary proceedings should be initiated, suspended or terminated;
  - c) suspending a person for up to five matches or for up to three months;
  - d) pronouncing a fine of up to CHF 100,000;
  - e) extending a sanction;
  - f) settling disputes arising from objections to members of the Disciplinary Committee;
  - g) issuing, altering and annulling provisional measures;
  - h) cases involving matters under article 21 of this Code;
  - i) cases involving order and security at matches; and/or
  - j) unplayed or abandoned matches.
2. The secretariat, under the guidance of the chairperson or the deputy chairperson, is responsible for assigning the relevant cases to single judges. The proceedings before a single judge shall be conducted in accordance with this Code.

## 58. Proposal by the secretariat

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

## 59. Closure of proceedings

Proceedings may be closed when:

- a) the parties reach an agreement;
- b) a party is under insolvency or bankruptcy proceedings pursuant to the relevant national law and is legally unable to comply with an order;
- c) a club is disaffiliated from an association;
- d) the alleged violation has not been proven.



## CHAPTER 4. APPEAL COMMITTEE

### 60. Jurisdiction

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



## 61. Admissibility of appeals

1. An appeal may be lodged with the Appeal Committee against any decision passed by the Disciplinary Committee, unless the disciplinary measure issued is:
  - a) a warning;
  - b) a reprimand;
  - c) a suspension of up to two matches or of up to two months (with the exception of doping-related decisions);
  - d) a fine of up to CHF 15,000 imposed on an association or a club or of up to CHF 7,500 in other cases;
  - e) decisions passed in compliance with article 21 of this Code.
2. Only the motivated decision can be appealed against.
3. If the Disciplinary Committee combines disciplinary measures, an appeal is admissible if at least one of the disciplinary measures imposed exceeds the above limits. In this case, the subsequent instance(s) will only be entitled to examine the sanctions that exceed the above limit.

## 62. Standing to appeal

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

## 63. Deliberations and decisions

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



## 64. Jurisdiction of the chairperson ruling alone

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

- a) on a preliminary procedural issue related to the appeal, including the admissibility of the appeal;
- b) in urgent or protest cases;
- c) on an appeal against a decision to extend a sanction;
- d) to resolve disputes arising from objections to members of the Appeal Committee;
- e) on appeals against provisional decisions passed by the chairperson of the Disciplinary Committee;
- f) issue, alter and annul provisional measures;
- g) in cases where the sanction imposed by the Disciplinary Committee is a fine of up to CHF 500,000 or a suspension from playing or carrying out a function for up to five matches or a period of time up to 12 months; and/or
- h) at the request of the parties.

## 65. Effects of appeal

1. The appeal does not have a suspensive effect except with regard to orders to pay a sum of money.
2. The chairperson, the deputy chairperson or, in their absence, the longest-serving member available, may, on receipt of a reasoned request, award a stay of execution.

# IV.

## SPECIAL PROCEDURES

## 66. Expulsion and match suspension

1. A player who has been sent off:
  - a) shall stay in the team dressing room or the doping control room, accompanied by a chaperone, until the names of the players selected for the doping test are communicated. The player may be allowed to sit in the stands, provided their integrity and security are safeguarded, they are not picked for doping control and are no longer wearing their football equipment;
  - b) is not entitled to attend the post-match press conference or any other media activity held in the stadium.
2. A player who is serving a match suspension:
  - a) may be allowed to sit in the stands, but not in the immediate vicinity of the field of play, provided their security and integrity are safeguarded;
  - b) shall not enter the dressing room, tunnel or technical area, before or during the match, attend the warm-up, or sit on the team bench. After the final whistle, a suspended player may join their team in the dressing room;
  - c) is not entitled to attend the post-match press conference or any other media activity held in the stadium.
3. An official who has been sent off or is serving a match suspension:
  - a) may be allowed to sit in the stands, but not in the immediate vicinity of the field of play, provided their security and integrity are safeguarded;
  - b) shall not enter the dressing room, tunnel or technical area, or communicate with or contact any person involved in the match – in particular, players or technical staff – by any means whatsoever prior to or during the match;
  - c) is not entitled to attend the post-match press conference or any other media activity held in the stadium.
4. A sending-off automatically incurs suspension from the subsequent match. The FIFA judicial bodies may impose additional match suspensions and other disciplinary measures.
5. The automatic match suspension and any additional match suspension must be served, even if the sending-off is imposed in a match that is later abandoned, annulled, forfeited and/or replayed.

6. If a match is abandoned, cancelled or forfeited (except for a violation of article 19), a suspension is only considered to have been served if the team to which the suspended player belongs is not responsible for the circumstances that led to the abandonment, cancellation or forfeit of the match.
7. A match suspension is regarded as no longer pending if a match is retroactively forfeited because a player took part in a match despite being ineligible. This also applies to the match suspension imposed on the player who took part in the match despite being ineligible.

## 67. Carrying over cautions

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

## 68. Cancellation of cautions

1. The Disciplinary Committee may, at its own discretion and on its own initiative or at the request of a confederation, cancel cautions that have not resulted in a sending-off or a suspension by means of a decision not subject to appeal.
2. In any case, the committee may do this only once in any competition.



## 69. Carrying over match suspensions

1. As a general rule, every match suspension (of players and other persons) is carried over from one round to the next in the same competition.
2. Match suspensions imposed in terms of matches in relation to a sending-off issued against a player outside of a competition (separate match[es]) or not served during the competition for which they were intended (elimination or the last match in the competition) are carried over as follows:
  - a) FIFA World Cup™ and FIFA Women's World Cup™: carried over to the representative team's next official match;
  - b) competitions subject to an age limit: carried over to the representative team's next official match in the same age group. Where the suspension cannot be served in the same age group, it shall be carried over to the next highest age category;
  - c) FIFA Club World Cup: carried over to the club's next official match;
  - d) Women's Olympic Football Tournament: carried over to the representative team's next official match;
  - e) Men's Olympic Football Tournament: for players who meet the age limit, carried over to the representative team's next official match in the same age group. Where the suspension cannot be served in the same age group, it shall be carried over to the next-highest age category. For players who do not meet the age limit, it shall be carried over to the representative team's next official match;
  - f) confederation competitions for representative teams: carried over to the representative team's next official match;
  - g) competitions in which teams have been chosen in accordance with certain criteria (cultural, geographical, historical, etc.): unless the regulations of these competitions specifically stipulate otherwise, the suspension is carried over to the representative team's next official match;
  - h) friendly matches: carried over to the representative team's next friendly match.
3. If a representative team is hosting a final competition and is consequently not required to participate in qualifying matches to reach the final competition of this tournament and its next official match is in that final competition, any match suspension shall be carried over to the representative team's next friendly match.
4. In no case may match suspensions resulting from several cautions issued to a player in different matches of the same competition be carried over to another competition.

5. Officials of a club or an association shall serve a match suspension with any club or association of which the official is an official.
6. Match suspensions that have to be carried over to another competition must be served by the person concerned, regardless of whether the status of that person has changed in the meantime, including from player to official or vice versa.

## 70. Extending sanctions to have worldwide effect

1. If the infringement is serious, in particular but not limited to discrimination, manipulation of football matches and competitions, misconduct against match officials, or forgery and falsification, as well as sexual abuse or harassment, the associations, confederations, and other organising sports bodies shall request that the Disciplinary Committee extend the sanctions they have imposed so as to have worldwide effect (worldwide extension).
2. Any doping-related legally binding sanction imposed by another national or international sports association, national anti-doping organisation or any other state body that complies with fundamental legal principles shall automatically be adopted by FIFA and, provided that the requirements described hereunder and in article 74 of the FIFA Anti-Doping Regulations are met, shall be automatically recognised by all confederations and associations.
3. The request shall be submitted in writing via the FIFA Legal Portal and enclose a true copy of the decision. It shall include the name and address of the person who has been sanctioned and that of the club and the association concerned as well as evidence that the person concerned has been informed that the sanction will be submitted for a worldwide extension.
4. If the Disciplinary Committee discovers that associations, confederations and other sports organisations have not requested a decision to be extended to have worldwide effect, a decision may still be passed *ex officio*.
5. A worldwide extension will be approved if:
  - a) the person sanctioned has been cited properly;
  - b) they have had the opportunity to state their case (with the exception of provisional measures);
  - c) the decision has been communicated properly;
  - d) the decision is compatible with the regulations of FIFA;
  - e) extending the sanction does not conflict with public order or with accepted standards of behaviour.
6. The chairperson of the Disciplinary Committee takes their decision, in principle, without deliberations or orally hearing any of the parties, using only the file.



7. The chairperson may exceptionally decide to summon the parties concerned.
8. The chairperson is restricted to ascertaining that the conditions of this article have been fulfilled. They may not review the substance of the decision.
9. The chairperson shall either grant or refuse to grant the request to have the sanction extended.
10. A sanction imposed by an association or a confederation has the same effect in each association of FIFA, in each confederation and in FIFA itself as if the sanction had been imposed by any one of them.
11. If a decision that is not yet final in a legal sense is extended to have worldwide effect, any decision regarding extension shall follow the outcome of the association's or confederation's current decision.

## **71. Review**

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



V.

# FINAL PROVISIONS

## 72. Official languages

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

## 73. Gender and number

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

## 74. Specific disciplinary rules

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

## 75. Associations' disciplinary codes

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

## 76. Adoption and enforcement

This Code was adopted by the FIFA Council at its meeting in Doha on 16 December 2022 and comes into force on 1 February 2023.

Doha, 16 December 2022

For the FIFA Council:

President:  
Gianni Infantino

Secretary General:  
Fatma Samoura

# ANNEXE

## ANNEXE 1 – List of disciplinary measures

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

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

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

### I. Failure to respect financial decisions (art. 21 of this Code)

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

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

<sup>2</sup> Other disciplinary measures may also be imposed.

## II. Order and security at matches (art. 17 of this Code)

### A. Host clubs and associations responsibilities

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

### B. Associations' and clubs' responsibilities for inappropriate behaviour of their supporters

Offence	Sanction first offence	Sanction second offence	Sanction further offence
Invasion or attempted invasion of the field of play	CHF 5,000 ( <i>less than 5 persons</i> ) CHF 7,500 ( <i>between 5 and 10</i> ) CHF 10,000 ( <i>between 10 and 20</i> ) CHF 20,000 ( <i>if more than 20</i> )	CHF 7,500	Previous fine increased by 100%
Throwing of objects	No. of objects x CHF 500	No. of objects x CHF 750	No. of objects x CHF 1,000
Lighting of fireworks or any other objects	No. of fireworks x CHF 500 <i>With a minimum of CHF 1,000</i>	No. of fireworks x CHF 750 <i>With a minimum of CHF 1,500</i>	No. of fireworks x CHF 1,000 <i>With a minimum of CHF 2,000</i>
Use of laser pointers or similar electronic devices	CHF 5,000	CHF 7,500	Previous fine increased by 100%
Use of gestures, words, objects or any other means to transmit a message that is not appropriate for a sports event	CHF 5,000 ( <i>low severity</i> ) CHF 10,000 ( <i>high severity</i> )	CHF 10,000 ( <i>low severity</i> ) CHF 20,000 ( <i>high severity</i> )	Previous fine increased by 100%



Acts of damage	CHF 5,000 + damages	CHF 7,500 + damages	Previous fine increased by 100%
Causing a disturbance during national anthems	CHF 5,000	CHF 7,500	Previous fine increased by 100%
Drone	CHF 15,000 (if no match interruption/no impact on the match) CHF 25,000 (if impact on the match – interruption or delay)	-	-

### III. Misconduct of players and officials (art. 14 of this Code)

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

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

#### IV. Other match-related issues

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

FIFA Media and Marketing Regulations			
Offence	Sanction first offence	Sanction second offence <sup>4</sup>	Sanction further offence <sup>7</sup>
Unapproved advertisement on equipment in controlled areas	Warning	CHF 5,000	Previous fine increased by 50%
Consumption of competing beverage brands in controlled areas	Warning	CHF 500	Previous fine increased by 50%
Unapproved advertisement on the official training sites	Warning	CHF 5,000	Previous fine increased by 50%
Failure to comply with media activity obligations in controlled areas	Warning	CHF 2,000	Previous fine increased by 50%
Display and/or distribution of promotional materials in controlled areas	Warning	CHF 1,000	Previous fine increased by 50%
Unapproved use of FIFA competition marks	Warning	CHF 2,000	Previous fine increased by 50%

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

<sup>4</sup> The below amounts should be reduced to 20% for youth tournaments, futsal tournaments and beach soccer tournaments.

<sup>5</sup> The below amounts should be reduced to 20% for youth tournaments, futsal tournaments and beach soccer tournaments.

<sup>6</sup> The below amounts should be reduced to 20% for youth tournaments, futsal tournaments and beach soccer tournaments.

<sup>7</sup> The below amounts should be reduced to 20% for youth tournaments, futsal tournaments and beach soccer tournaments.



**FIFA®**



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# Code of Ethics

## Edition 2023



***Fédération Internationale de Football Association***

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## DEFINITIONS

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

1. **FIFA:** Fédération Internationale de Football Association.
2. **Official:** any board member (including the members of the Council), committee member, referee, assistant referee, coach, trainer or any other person responsible for technical, medical or administrative matters in FIFA, a confederation, a member association, a league or a club as well as all other persons obliged to comply with the FIFA Statutes (except players, match agents licensed by FIFA, and football agents).
3. **Match agent licensed by FIFA:** as per the FIFA Match Agent Regulations.
4. **Football agent:** as per the definition contained in the FIFA Football Agents Regulations.
5. **Player:** any football player licensed by an association.
6. **Related party:** any party related to persons bound by the Code shall be considered a related party if they fulfil one or more of the following criteria:
  - a) representative or employee;
  - b) spouse or domestic partner;
  - c) individual sharing the same household, regardless of the personal relationship;
  - d) other family member with whom they have a close relationship within a third degree;
  - e) legal entity, partnership or any other fiduciary institution, if the person bound by this Code or the person receiving an undue advantage alternatively:
    - i) holds a management position within that entity, partnership or fiduciary institution;
    - ii) directly or indirectly controls the entity, partnership or fiduciary institution;
    - iii) is a beneficiary of the entity, partnership or fiduciary institution;
    - iv) performs services on behalf of such entity, partnership or fiduciary institution, regardless of the existence of a formal contract.

7. **FIFA events:** any event, including but not limited to FIFA Congress, Council or committee meetings, FIFA competitions, as well as any other event that is within FIFA's authority or organised by FIFA.
8. **Ethics Committee:** references to the Ethics Committee in this Code shall include the investigatory and/or adjudicatory chamber.

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

The definitions section in the FIFA Statutes shall also apply.





# SCOPE OF APPLICATION

## 1. Scope of applicability

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

## 2. Persons covered

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

## 3. Applicability in time

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

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

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

## 5. Division of the Ethics Committee, division of proceedings

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





# SUBSTANTIVE LAW

## SECTION 1: BASIS FOR SANCTIONS

### 6. Basis for sanctions

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

## SECTION 2: DISCIPLINARY MEASURES

### 7. Type of sanctions

1. The following sanctions may be imposed for breaches of this Code or any other FIFA rules and regulations:
  - a) warning;
  - b) reprimand;
  - c) compliance training;
  - d) return of awards;
  - e) fine;
  - f) community football service;
  - g) match suspension;
  - h) ban from dressing rooms and/or team bench;
  - i) ban on entering a stadium;
  - j) ban on taking part in any football-related activity.
2. The specifications in relation to each sanction in the FIFA Disciplinary Code shall also apply.

### 8. Suspension of sanctions

1. Upon request from the relevant party, the adjudicatory chamber can decide to suspend the sanction provided for by article 7 paragraph 1 (j) of this Code. The probationary period shall consist of anything from one to five years.
2. If the person benefiting from a suspended sanction commits any other breach of this Code during the probationary period, the suspension shall automatically be revoked and the original sanction fully applied and added to the sanction imposed for the new breach.

## SECTION 3: DETERMINING THE SANCTION

### 9. General rules

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

### 10. Concurrent breaches

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

### 11. Repeated breaches

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



## 12. Recidivism

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

## SECTION 4: LIMITATION PERIOD

### 13. Limitation period for prosecution

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

## SECTION 5: RULES OF CONDUCT

### Subsection 1: Duties

#### 14. General duties

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

3. Persons bound by this Code shall appreciate the impact their conduct may have on FIFA's reputation, and shall therefore behave in a dignified and ethical manner and act with complete credibility and integrity at all times.
4. Persons bound by this Code must refrain from any activity or behaviour or any attempted activity or behaviour that might give rise to the appearance or suspicion of improper conduct as described in the sections that follow.
5. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years.

## 15. Duty of neutrality

1. In dealings with government institutions, national and international organisations, associations and groupings, persons bound by this Code shall, in addition to observing the basic rules of article 14, remain politically neutral, in accordance with the principles and objectives of FIFA, the confederations, associations, leagues and clubs, and generally act in a manner compatible with their function and integrity.
2. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years.

## 16. Duty of loyalty

1. Persons bound by this Code shall have a fiduciary duty to FIFA, the confederations, associations, leagues or clubs. A breach of fiduciary duty occurs when, *inter alia*, someone who is placed in a position of responsibility or trust acts in a way that is detrimental to the interests of FIFA, the confederations, associations, leagues or clubs or is likely to damage their reputation.
2. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years.

## 17. Duty of confidentiality

1. Depending on their function, information of a confidential nature divulged to persons bound by this Code while performing their duties shall be treated as confidential or secret by them, if the information is given with the understanding or communication of confidentiality and is consistent with FIFA principles.
2. The obligation to respect confidentiality survives the termination of any relationship which makes a person subject to this Code.
3. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years.





## 18. Duty to report

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

## 19. Duty to cooperate

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

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

### 20. Conflicts of interest

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

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

2. Before being elected, appointed or employed, persons bound by this Code shall disclose any relations and interests that could lead to situations of conflicts of interest in the context of their prospective activities.
3. Persons bound by this Code shall not perform their duties (in particular preparing, or participating in, the taking of a decision) in situations in which there is a danger that a conflict of interest might affect such performance. Any such conflict shall be immediately disclosed and notified to the organisation for which the person bound by this Code performs their duties.
4. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years. In serious cases and/or in the case of repetition, a ban on taking part in any football-related activity may be pronounced for a maximum of five years.

### 21. Offering and accepting gifts or other benefits

1. Persons bound by this Code may only offer or accept gifts or other benefits to and from persons within or outside FIFA, or in conjunction with intermediaries or related parties as defined in this Code, where such gifts or benefits:
  - a) have symbolic or trivial value;
  - b) are not offered or accepted as a way of influencing persons bound by this Code to execute or omit an act that is related to their official activities or falls within their discretion;
  - c) are not offered or accepted in contravention of the duties of persons bound by this Code;
  - d) do not create any undue pecuniary or other advantage; and
  - e) do not create a conflict of interest.

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



2. If in doubt, gifts or other benefits shall not be accepted, given, offered, promised, received, requested or solicited. In all cases, persons bound by this Code shall not accept, give, offer, promise, receive, request or solicit from anyone within or outside FIFA, or in conjunction with intermediaries or related parties as defined in this Code, cash in any amount or form. If declining the gift or benefit would offend the giver on the grounds of cultural norms, persons bound by this Code may accept the gift or benefit on behalf of their respective organisation and shall report it and hand it over, where applicable, immediately thereafter to the competent body.
3. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years. Any amount unduly received shall be included in the calculation of the fine. In addition to the fine, the gift or benefit unduly received should be returned, if applicable. In serious cases and/or in the case of repetition, a ban on taking part in any football-related activity may be pronounced for a maximum of five years.

## **22. Commission**

1. Unless covered by a genuine commercial agreement, persons bound by this Code shall not accept, give, offer, promise, receive, request or solicit commission for themselves or third parties for negotiating deals or conducting other business in connection with their duties.
2. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years. Any amount unduly received shall be included in the calculation of the fine. In serious cases and/or in the case of repetition, a ban on taking part in any football-related activity may be pronounced for a maximum of five years.

## **23. Discrimination and defamation**

1. Persons bound by this Code shall not offend the dignity or integrity of a country, a person or group of people through contemptuous, discriminatory or derogatory words or actions on account of race, skin colour, ethnicity, nationality, social origin, gender, disability, sexual orientation, language, religion, political or any other opinion, wealth, birth or any other status or any other reason.
2. Persons bound by this Code are forbidden from making any public statements of a defamatory nature towards FIFA and/or towards any other person bound by this Code in the context of FIFA events.
3. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a maximum of two years. In serious cases and/or in the case of repetition, a ban on taking part in any football-related activity may be pronounced for a maximum of five years.

## 24. Protection of physical and mental integrity

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

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

## 25. Forgery and falsification

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



## 26. Abuse of position

1. Persons bound by this Code shall not abuse their position in any way, especially to take advantage of their position for private aims or gains.
2. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 10,000 as well as a ban on taking part in any football-related activity for a minimum of two years. The sanction shall be increased accordingly where the person holds a high position in football, as well as in relation to the relevance and amount of the advantage received.

## 27. Involvement with betting, gambling or similar activities

1. Persons bound by this Code shall be forbidden from participating in, either directly or indirectly, betting, gambling, lotteries or similar events or transactions related to football matches or competitions and/or any related football activities.
2. Persons bound by this Code shall not have any direct or indirect financial interest (through or in conjunction with third parties) in activities, such as betting, gambling, lotteries or similar events or transactions connected with football matches and competitions. Interests include gaining any possible advantage for the persons bound by this Code themselves and/or related parties.
3. Provided that the relevant conduct does not constitute another violation of this Code, violation of this article shall be sanctioned with an appropriate fine of at least CHF 100,000 and a ban on taking part in any football-related activity for a maximum of three years. Any amount unduly received shall be included in the calculation of the fine.

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

## 28. Bribery and corruption

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

2. Persons bound by this Code shall refrain from any activity or behaviour that might give rise to the appearance or suspicion of a breach of this article.
3. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 100,000 as well as a ban on taking part in any football-related activity for a minimum of five years. Any amount unduly received shall be included in the calculation of the fine. The sanction shall be increased accordingly where the person holds a high position in football, as well as in relation to the relevance and amount of the advantage received.

## 29. Misappropriation and misuse of funds

1. Persons bound by this Code shall not misappropriate or misuse funds of FIFA, the confederations, associations, leagues or clubs, whether directly or indirectly through, or in conjunction with, third parties.
2. Persons bound by this Code shall refrain from any activity or behaviour that might give rise to the appearance or suspicion of a breach of this article.
3. Violation of this article shall be sanctioned with an appropriate fine of at least CHF 100,000 as well as a ban on taking part in any football-related activity for a minimum of five years. The amount of misappropriated funds shall be included in the calculation of the fine. The sanction shall be increased accordingly where the person holds a high position in football, as well as in relation to the relevance and amount of the funds concerned or of the advantage received.

## 30. Manipulation of football matches or competitions

1. Persons bound by this Code are forbidden from being involved in the manipulation of football matches and competitions, and shall immediately report to the Ethics Committee any approach in connection with activities and/or information directly or indirectly related to the possible manipulation of a football match or competition.
2. The competence to adjudicate on all conduct related to the manipulation of football matches or competitions, both on and off the field of play, remains reserved for the FIFA Disciplinary Committee.
3. The investigatory chamber shall transfer to the Disciplinary Committee any information obtained during its investigatory activity that might be related to conduct committed by any persons bound by this Code in violation of this article.





# ORGANISATION AND PROCEDURE

## CHAPTER I: ORGANISATION

### SECTION 1: COMPETENCE OF THE ETHICS COMMITTEE

#### 31. Competence of the Ethics Committee

1. The Ethics Committee has the exclusive competence to investigate and judge the conduct of all persons bound by this Code where such conduct:
  - a) has been committed by an individual who was elected, appointed or assigned by FIFA to exercise a function;
  - b) directly concerns their FIFA-related duties or responsibilities; or
  - c) is related to the use of FIFA funds.
2. The Ethics Committee is competent to decide on matters affecting players, coaches or any other official bound by this Code where said conduct does not fall under the competence of any confederation or member association, where no formal investigation has been initiated by the competent confederation or member association 90 days after the matter became known to FIFA, or where the relevant confederation or member association agrees with FIFA to confer the competence regarding the relevant matter on FIFA.

### SECTION 2: COMMON RULES FOR THE INVESTIGATORY AND ADJUDICATORY CHAMBERS

#### 32. Composition of the investigatory and adjudicatory chambers

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

#### 33. Deputising

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

#### 34. Secretariats

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



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

### 35. Independence

1. The members of the Ethics Committee shall manage their investigations and proceedings and render their decisions entirely independently and impartially and shall avoid any third-party influence.
2. The members of the Ethics Committee and their immediate family members shall not belong to any other judicial body within FIFA, to the FIFA Council or to any standing committee of FIFA.
3. The members of the Ethics Committee shall not belong to any body or carry out any position with regard to FIFA, a confederation or a member association, other than being member of a judicial body at FIFA, confederation or national level.

### 36. Withdrawal and challenges

1. A member of the Ethics Committee shall decline to participate in any investigation or adjudicatory proceedings concerning a matter where there are legitimate grounds for questioning their independence or impartiality and/or if there is a conflict of interest. They shall disclose any circumstance which may give rise to any such ground.
2. The foregoing shall apply, *inter alia*, in the following cases:
  - a) if the member in question has a direct interest in the outcome of the matter;
  - b) if the member has a personal bias or prejudice concerning a party; or personal, first-hand knowledge of disputed evidentiary facts material to the proceedings; or has expressed an opinion, other than as part of the proceedings in question, concerning the outcome of the proceedings; or when the immediate family of the member is a party to the subject matter in controversy, is a party to the proceedings or has any other interest that could be substantially affected by the outcome of the proceedings and their impartiality;



- c) if the member has the same nationality as the party implicated;
  - d) if the member has already dealt with the case in a different function other than their function as a member of the Ethics Committee.
3. Members who decline to participate shall notify the chairperson immediately.
4. An objection against a member of the Ethics Committee believed not to be independent or impartial must be submitted within five days following the identification of the grounds for non-participation, failing which, such objection shall be deemed waived.
- The claim must cite the grounds and, if possible, be substantiated.
5. The chairperson of the relevant chamber shall decide whether any such claim is valid if the member in question has not declined to participate of their own accord. If the objection is against the chairperson, the chairperson or the deputy chairperson of the FIFA Appeal Committee shall decide.

### **37. Confidentiality**

1. The members of the Ethics Committee and the members of the secretariats shall ensure that everything disclosed to them during the course of their duty remains confidential, in particular, deliberations and private personal data in compliance with the FIFA Data Protection Regulations.
2. Notwithstanding paragraph 1 above, the investigatory chamber or the adjudicatory chamber may, if deemed necessary and in an appropriate form, inform the public about or confirm ongoing or closed proceedings, and rectify information that is wrong or rumours. Any release of such information shall respect the presumption of innocence and the personality rights of those concerned.
3. The investigatory chamber or the adjudicatory chamber may, in an appropriate form and/or via the website FIFA.com, inform the public about the reasons for any decision and/or the closure of any investigation. In particular, the chairperson of the adjudicatory chamber may decide to publish the decision taken, partly or in full, provided that the names mentioned in the decision (other than the ones related to the party) and any other information deemed sensitive by the chairperson of the adjudicatory chamber, are duly anonymised.
4. In the event of a breach of this article by a member of the Ethics Committee, the relevant member shall be suspended by a decision taken by the majority of the other members of the respective chamber until the next FIFA Congress.

## CHAPTER II: PROCEDURE

### SECTION 1: PROCEDURAL RULES

#### Subsection 1: General rules

#### 38. Parties

Only the accused are deemed to be parties.

#### 39. Representation

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

#### 40. Legal aid

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



5. The chairperson of the adjudicatory chamber of the Ethics Committee decides on requests for legal aid. Such decisions are final.
6. Further conditions and requirements associated with legal aid and pro bono counsel may be communicated by circular letter.
7. In cases where the party could not be reached, the adjudicatory chamber may appoint a pro bono counsel *in absentia* who will act on their behalf. The absence of the party is established when the adjudicatory chamber has tried to submit the final report by email through the member association and no response has been received 15 days following the notification to the member association in accordance with article 43 of this Code.

#### **41. Failure to cooperate**

1. If the parties or other persons bound by this Code fail to cooperate in any manner or are dilatory in responding to any request from the Ethics Committee, the chairperson of the appropriate chamber issuing the request may, after warning them, charge them with a violation of article 19 of this Code.
2. To the extent the parties fail to cooperate, the investigatory chamber, in preparing a final report based on the file in its possession, and the adjudicatory chamber, in reaching a decision based on the file in its possession, may take into account that behaviour and add the failure to cooperate as an additional charge for violation of article 19 of this Code.

#### **42. Languages used in proceedings**

1. The languages used in proceedings shall be English, French and Spanish. The Ethics Committee and parties may choose any of these languages.
2. FIFA may, if necessary, use the services of an interpreter.
3. Decisions shall be taken in the language used during the relevant proceedings. Efforts will be made to use the parties' language, wherever possible.

#### **43. Notification of decisions and other documents**

1. Decisions and other documents exchanged between FIFA and the party concerned shall be sent exclusively via the FIFA Legal Portal.
2. All of the parties shall be notified of the decisions.
3. Decisions and other documents intended for persons bound by this Code may be addressed to the person directly and/or to the association concerned on condition that it forwards the documents to the intended recipient. In the event that the documents were not also or solely sent to the party concerned, these documents shall be considered to have

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

4. Notification of a decision shall be effected by publication on the FIFA webpage where:
  - a) the whereabouts of the party are unknown and cannot be ascertained despite making reasonable enquiries;
  - b) service is impossible or would lead to exceptional inconvenience; or
  - c) a party has not provided a means of contact despite being instructed to do so.
5. Notification via the FIFA webpage is deemed accomplished on the day of publication.

#### 44. Effect of decisions

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

### Subsection 2: Proof

#### 45. Various types of proof

1. Any type of proof may be produced.
2. Types of proof include, in particular:
  - a) documents;
  - b) reports from officials;
  - c) declarations from the parties;
  - d) declarations from witnesses;
  - e) audio and video recordings;
  - f) expert opinions;
  - g) all other proof that is relevant to the case.
3. During the investigation, where oral testimony is given, such testimony may be given in person, by telephone or via video.



## 46. Anonymous participants in proceedings

1. When a person's testimony in ethics proceedings conducted in accordance with this Code could lead to threats to them or put them or any person particularly close to them in physical danger, the chairperson of the competent chamber or their deputy may order, *inter alia*, that:
  - a) the person not be identified in the presence of the parties;
  - b) the person not appear at the hearing;
  - c) the person's voice be distorted;
  - d) the person be questioned outside the hearing room;
  - e) the person be questioned in writing through the chairperson of the competent chamber or their deputy;
  - f) all or some of the information that could be used to identify the person be included only in a separate, confidential case file.
2. If no other evidence is available to corroborate the testimony provided by the person concerned, such testimony may only be used in the context of imposing sanctions under this Code if:
  - a) the parties as well as their legal representatives had the opportunity to pose questions to the person concerned at least in writing; and
  - b) the members of the judicial body had the opportunity to interview the person concerned directly and in full awareness of their identity and to assess their identity and record in full.
3. Disciplinary measures shall be imposed on anyone who reveals the identity of any person granted anonymity under this provision or any information that could be used to identify such person.

## 47. Identification of anonymous participants in proceedings

1. To ensure their safety, persons granted anonymity under article 46 shall be identified behind closed doors in the absence of the parties. This identification shall be conducted by the chairperson of the competent chamber alone, their deputy or all the members of the competent chamber together, and shall be recorded in minutes containing the relevant person's personal details.
2. These minutes shall not be communicated to the parties.
3. The parties shall receive a brief notice which:
  - a) confirms that the person concerned has been formally identified; and
  - b) contains no details that could be used to identify such person.

## 48. Inadmissible evidence

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

## 49. Evaluation of proof

The Ethics Committee shall have absolute discretion regarding proof.

## 50. Standard of proof

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

## 51. Burden of proof

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

## Subsection 3: Time limits

### 52. Beginning and end of time limit

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



## 53. Compliance

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

## 54. Extension

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

## Subsection 4: Suspension of proceedings

### 55. Suspension or continuation of proceedings

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

## Subsection 5: Procedural costs

### 56. Procedural costs

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



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

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

## 58. Procedural costs if sanctions are imposed

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

## 59. Procedural compensation

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

# SECTION 2: INVESTIGATION PROCEEDINGS

## Subsection 1: Preliminary proceedings

### 60. Right to submit complaints

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



## 61. Preliminary investigations

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

## 62. Opening of investigation proceedings

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

## Subsection 2: Initiation and conduct of investigation proceedings

### 63. Initiation of investigation

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

### 64. Duties and competences of the investigatory chamber

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

2. If the investigatory chamber deems that there is no *prima facie* case, it shall not open any investigation proceedings and it shall close the case. In addition to the internal closure of the proceedings, the investigatory chamber may (i) send a closing letter to the interested party reminding them of their duties, and/or (ii) send a closing letter to the interested party informing them that no breaches of the Code have been found. The investigatory chamber may communicate in this respect where deemed relevant.
3. Once the investigation has been completed, the investigatory chamber shall prepare a final report on the investigation proceedings stating the relevant rules that have been breached for which they require a judgment by the adjudicatory chamber. The report, together with the related investigation files, shall be forwarded to the adjudicatory chamber. Should a hearing be conducted, one or more members of the investigatory chamber may present the case before the adjudicatory chamber.
4. As part of the investigatory process, the investigatory chamber may also investigate breaches of provisions of the FIFA Disciplinary Code which concern immoral or unethical conduct.

## 65. Conduct of proceedings

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

## 66. Competences of the chief of the investigation

1. With the assistance of the secretariat, the chief of the investigation shall investigate by means of written enquiries and written or oral questioning of the parties and witnesses. The chief of the investigation may also undertake any further investigative measures relevant to the case; in particular, they may verify the authenticity of documents relevant to the investigation by procuring affidavits.
2. If the chairperson of the investigatory chamber is acting as the chief of the investigation, they may ask another member of the investigatory chamber to assist them. In cases where the chairperson is not acting as the chief of the investigation, they may ask the chairperson of the investigatory chamber to assign additional members of the investigatory chamber to conduct the investigation alongside them. The chairperson may, where that is the case, also assign additional members at their own discretion.
3. If the chairperson is acting as the chief of the investigation, they may, in complex cases, engage third parties – under the leadership of the chief of the investigation – with investigative duties. The enquiries to be made by such third parties must be clearly defined. Where the chairperson is not acting as the chief of the investigation, the chief of the investigation may submit the respective request to the chairperson.



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

### **Subsection 3: Conclusion of investigation proceedings**

#### **67. Conclusion of investigation proceedings**

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

#### **68. Final report**

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

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

1. At any time during the investigation, but at the latest when the case is about to be decided by the adjudicatory chamber or before the hearing as provided for by article 76 of this Code, the parties may enter into an agreement with the chairperson of the investigatory chamber for the application of a sanction by mutual consent.
2. Should the chairperson of the adjudicatory chamber consider that the agreement complies with this Code and the sanction settled is correctly applied, the agreement becomes immediately effective and the settled sanction becomes final and binding, and is not subject to any further appeal.
3. Should any monetary sanction provided by the plea agreement not be fully executed by the party concerned within 15 days of the date of the decision, the agreement is automatically revoked.
4. Should any compliance training and/or community football service provided by the plea agreement not be fully executed by the party concerned within the terms established within the agreement, the agreement is automatically revoked.
5. Whenever a plea agreement is revoked, the adjudicatory chamber shall decide the case within the 60 days that follow on the basis of the file, and no further plea agreement will be allowed between the parties concerned and the chairperson of the investigatory chamber.
6. No plea agreement shall be allowed concerning sanctions related to the protection of physical and mental integrity, or related to offences of bribery and corruption, misappropriation and misuse of funds, and manipulation of football matches or competitions, unless the party concerned provides substantial assistance. Substantial assistance may be considered where the relevant party:
  - a) fully disclosed in a signed written statement or recorded interview all the information they possess in relation to the infringement(s); and
  - b) fully cooperated with the investigation and adjudication of any case or matter related to the information provided, including but not limited to presenting a testimony at a hearing if requested to do so by FIFA or the relevant deciding panel;
  - c) provided credible information which constitutes a significant part of a case or proceeding subsequently initiated or, at least, which would have provided a sufficient basis on which to initiate a case or proceeding.

Notwithstanding the above, in cases of sexual abuse, no plea agreement shall be allowed with the principal actors or any other person directly participating in such conduct.



## SECTION 3: ADJUDICATORY PROCEEDINGS

### Subsection 1: Initiation and conduct of proceedings

#### 70. Duties and competences of the adjudicatory chamber

1. The chairperson of the adjudicatory chamber shall examine the final report and investigation files with the assistance of the secretariat.
2. If the chairperson of the adjudicatory chamber deems that there is insufficient evidence to proceed, they may close the case and shall inform the party accordingly.
3. If the chairperson of the adjudicatory chamber deems that the matter should be adjudicated, they shall proceed with the adjudicatory proceedings and request that the secretariat send a copy of the final report and investigation files to the parties concerned.
4. The adjudicatory chamber may gather evidence, documents or information or request clarification at any time prior to the hearing or the deliberations on the matter.

#### 71. Adjudicatory proceedings

1. The chairperson of the adjudicatory chamber shall inform all the parties concerned that the case shall be decided either on the basis of the report of the investigatory chamber together with the investigation files or – upon the request of any party concerned – of a hearing to be scheduled.
2. If there is no request for a hearing, the chairperson of the adjudicatory chamber shall inform the parties of the proceedings and the investigatory chamber that the case shall be decided on the basis of the existing documents and submissions and shall establish a final deadline to file their respective final requests.
3. Should a hearing be held, the secretariat of the adjudicatory chamber shall inform all the parties concerned and shall forward to them a procedural order, with the rules of the hearing, established by the chairperson of the adjudicatory chamber.
4. All the parties in the proceedings and their representatives, subject to article 39 paragraph 4, as well as the representatives of the investigatory chamber are entitled to attend the hearing to discuss and submit orally their respective requests.
5. As part of the adjudicatory process, the adjudicatory chamber may also rule on breaches of provisions of the FIFA Disciplinary Code which concern immoral or unethical conduct.

## 72. Jurisdiction of the chairperson of the adjudicatory chamber ruling alone

1. The chairperson of the adjudicatory chamber may take decisions alone in cases related to breaches sanctioned only with monetary sanctions or when the sanction to be imposed is a warning, reprimand or compliance training.
2. The chairperson of the adjudicatory chamber is also responsible for ratifying the plea agreement entered into between the parties and the investigatory chamber, where applicable.

## 73. Right to be heard

Before the adjudicatory chamber issues any final decision, the parties are entitled to submit their position, to present evidence and to inspect evidence to be considered by the adjudicatory chamber in reaching its decision. These rights may be restricted in exceptional circumstances, such as when confidential matters need to be safeguarded, witnesses need to be protected or if it is required to establish the elements of the proceedings.

## 74. Rejection of motions for the admission of evidence

1. In accordance with articles 48 and 49 and other relevant provisions of the Code, the chairperson of the adjudicatory chamber may reject the substantiated motions for the admission of evidence submitted by the parties.
2. The parties shall be informed if their motion has been rejected with a brief outline of the grounds of the decision. The rejection may not be contested.

## Subsection 2: Composition, hearings

### 75. Composition of the panel

1. The chairperson of the adjudicatory chamber shall decide the composition and number of members in the panel and shall provide them with the relevant files. The parties shall be informed of the composition of the panel.
2. Without prejudice to article 72, the panel's decisions shall be deemed to be legally valid if at least three members are present.

### 76. Hearings, principles

1. Hearings shall be conducted behind closed doors and in the presence in situ of the requesting party.
2. Hearings of the adjudicatory chamber are not open to the public, except in cases when it has been duly requested by the defendant. The chairperson or their nominee decides, at their own discretion, under what conditions a public hearing may take place.



3. Misconduct by the party that took place after the submission of the final report may be addressed by the investigatory chamber during its closing statement. In this sense, the investigatory chamber may present the relevant facts and evidence, mention the possible rule violation and submit a recommendation to the adjudicatory chamber on the appropriate measures. The party shall have the right to respond to these new charges during the hearing. In the absence of a hearing, the investigatory chamber may submit its recommendation within two days after the party's position, who will have then the right to reply in written form in compliance with the deadline granted by the adjudicatory chamber.
4. If there is no hearing, the chairperson shall schedule the deliberations and decide on the number of members and the composition of the panel. The parties shall be informed to this effect.

## 77. Hearings, procedure

1. The chairperson of the adjudicatory chamber shall conduct the hearing in whatever manner they deem appropriate, provided it is consistent with this Code.
2. It is the responsibility of the parties to ensure the appearance of the witnesses requested by them and to pay all costs and expenses associated with the parties' and the witnesses' appearance.
3. Witnesses called by the parties and/or by the investigatory chamber shall, in principle, appear in person. The chairperson of the adjudicatory chamber or their deputy may, however, decide to hear the parties by video conference, which shall be conducted under the specific conditions set by the chairperson or their deputy/acting chairperson.
4. Wherever possible, the hearing shall proceed according to the following sequence:
  - a) testimony of any witnesses called by the accused and approved by the adjudicatory chamber;
  - b) testimony of any witnesses called by the investigatory chamber and approved by the adjudicatory chamber;
  - c) testimony of any witnesses called by the adjudicatory chamber;
  - d) closing statement by the investigatory chamber;
  - e) closing statement by a legal representative, if any, of the accused;
  - f) rebuttal statement by the investigatory chamber and the parties, if applicable;
  - g) final opportunity for the accused to speak.
5. Exceptionally, the chairperson of the adjudicatory chamber (or the deputy/acting chairperson in the respective proceedings) may decide to organise a hearing by means of video-conference.



## Subsection 3: Deliberations, decisions

### 78. Deliberations

1. After the hearing, the adjudicatory chamber shall withdraw to deliberate on its decision in private.
2. If circumstances permit, the deliberations and decision-taking may be conducted via telephone conference, video conference or any other similar method.
3. Deliberations shall be conducted without interruption, unless there are exceptional circumstances.
4. The chairperson shall decide in which order the various questions will be submitted for deliberation.
5. The adjudicatory chamber is not bound by the legal assessment of the facts submitted by the investigatory chamber. In particular, the adjudicatory chamber may extend or limit the rule violations pointed out by the investigatory chamber.
6. The members present shall express their opinions in the order set out by the chairperson, who always speaks last.
7. A member of the secretariat shall be present during the deliberations.

### 79. Taking the decision

1. Decisions shall be taken by the majority of the members present.
2. Every member present shall vote.
3. In the event of a tied vote, the chairperson shall have the casting vote.

### 80. Grounds of decision

1. The adjudicatory chamber shall communicate its decision in full, written form.
2. In case of urgency, or under any other special circumstances, the adjudicatory chamber may notify only the terms of the decision to the party, which become immediately applicable. The full, written decision shall then be notified within the next 60 days.

### 81. Form and content of the decision

1. The decision shall contain:
  - a) the composition of the panel;
  - b) the names of the parties;
  - c) the date of the decision;



- d) a summary of the facts;
  - e) the grounds of the decision;
  - f) the provisions on which the decision was based;
  - g) the terms of the decision;
  - h) notice of the channels for appeal.
2. The decision shall be signed by the chairperson and transmitted by the secretariat.

## **82. Enforcement of decisions**

It is the responsibility of the member associations, as well as of the relevant football officials, to make sure that the decisions taken and notified by the Ethics Committee are properly implemented, as required by the FIFA Statutes.

## **SECTION 4: APPEAL AND REVIEW**

### **83. Appeal Committee**

1. An appeal may be lodged by the party concerned, having a legally protected interest justifying amendment or cancellation of the decision, to the Appeal Committee against any decision taken by the Disciplinary Committee which relates to infringements of article 30 of this Code.
2. Further provisions relating to lodging an appeal and proceedings before the Appeal Committee are set out in the FIFA Disciplinary Code (cf. article 60 ff.).

### **84. Court of Arbitration for Sport**

1. Decisions taken by the adjudicatory chamber are final, subject to appeals lodged with the Court of Arbitration for Sport (CAS) in accordance with the relevant provisions of the FIFA Statutes.
2. The aforementioned decisions may also be appealed at CAS by the chief of the investigation.

### **85. Review**

1. The investigatory chamber of the Ethics Committee may reopen a case that has been closed following a legally binding decision if a party discovers significant new facts or proof that, despite the investigation, could not have been produced sooner and would have resulted in a more favourable decision. In case of such reopening, the provisions regarding investigation proceedings shall apply.

2. A request for review shall be made by the party concerned within ten days of discovering the reasons for review, or it will not be admitted.
3. The limitation period for submitting a request for review is one year after the enforcement of the decision.

## SECTION 5: PROVISIONAL SANCTIONS

### 86. Provisional sanction

1. At any time during an investigation, the chairperson of the investigatory chamber or the chief of the investigation may request that the chairperson of the adjudicatory chamber impose provisional sanctions in order to ensure that investigation proceedings are not interfered with or when a breach of this Code appears to have been committed and a decision on the merits of the case may not be taken early enough.
2. The interested party may file their position against the request for provisional sanctions with the chairperson of the adjudicatory chamber within five days of the notification of the request for provisional sanctions.
3. The chairperson of the adjudicatory chamber shall decide without delay based on the file or they may decide to hear the interested parties or their representatives.
4. A provisional sanction shall start on the date on which it is notified (or deemed to be notified) by the chairperson of the adjudicatory chamber and shall end with the final decision of the adjudicatory chamber, unless lifted earlier in accordance with article 67 of this Code. The period of the provisional sanction shall however not exceed the maximum length of the sanction that may be imposed with regard to the related breach(es).
5. The duration of provisional sanctions shall be taken into account in the final decision.



# IV.

## FINAL PROVISIONS

## 87. Exemption from liability

Except in the case of gross negligence or malicious intent, neither the members of the Ethics Committee nor the secretariat staff may be held personally liable for any deeds relating to any procedure.

## 88. Official languages

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

## 89. Adoption and enforcement

1. The FIFA Council adopted this Code on 16 December 2022.
2. This Code comes into force on 1 February 2023.
3. The procedural rules enacted in this Code shall come into force immediately, and apply to all proceedings for which adjudicatory proceedings have not been formally opened, on the date stipulated paragraph 2 of the present article.

Doha, 16 December 2022

For the FIFA Council

President

Gianni Infantino

Secretary General

Fatma Samoura



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## **REGULATIONS**

# on the Status and Transfer of Players

MARCH 2023







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# DEFINITIONS

For the purpose of these regulations, the terms set out below are defined as follows:

1. Former association: the association to which the former club is affiliated.
2. Former club: the club that the player is leaving.
3. New association: the association to which the new club is affiliated.
4. New club: the club that the player is joining.
5. Official matches: matches played within the framework of organised football, such as national league championships, national cups and international championships for clubs, but not including friendly and trial matches.
6. Organised football: association football organised under the auspices of FIFA, the confederations and the associations, or authorised by them.
7. Protected period: a period of three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28<sup>th</sup> birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28<sup>th</sup> birthday of the professional.
8. Registration period: a period fixed by the relevant association in accordance with article 6.
9. Season: a consecutive 12-month period fixed by an association during which its official competitions, such as national league championships and national cup competitions, occur.
10. Training compensation: the payments made in accordance with Annexe 4 to cover the development of young players.
11. Minor: a player who has not yet reached the age of 18.
12. Academy: an organisation or an independent legal entity whose primary, long-term objective is to provide players with long-term training through the provision of the necessary training facilities and infrastructure. This shall primarily include, but not be limited to, football training centres, football camps, football schools, etc.
13. Transfer matching system (TMS): a web-based data information system with the primary objective of simplifying the process of international player transfers as well as improving transparency and the flow of information.



14. Third party: a party other than the player being transferred, the two clubs transferring the player from one to the other, or any previous club, with which the player has been registered.
15. Eleven-a-side football: football played in accordance with the Laws of the Game as authorised by the International Football Association Board.
16. Futsal: football played in accordance with the Futsal Laws of the Game that have been drawn up by FIFA in collaboration with the Sub-Committee of the International Football Association Board.
17. Registration: the act of making a written record containing details of a player that include:
- a) the start date of the registration (format: dd/mm/yyyy);
  - b) the full name (first, middle and last names) of the player;
  - c) the date of birth, gender, nationality, status as an amateur or a professional (as per article 2 paragraph 2 of these regulations), and nature of the registration (on a permanent basis or on loan);
  - d) the type(s) of football the player will play (eleven-a-side football/futsal/beach soccer);
  - e) the name of the club at the association where the player will play (including the FIFA ID of the club);
  - f) the training categorisation of the club at the moment of the registration;
  - g) the FIFA ID of the player;
  - h) the FIFA ID of the association.
18. Electronic player registration system: an online electronic information system with the ability to record the registration of all players at their association. The electronic player registration system must be integrated with the FIFA Connect ID Service and the FIFA Connect Interface in order to exchange information electronically. The electronic player registration system must provide all registration information for all players from the age of 12 through the FIFA Connect Interface and, in particular, must assign each player a FIFA ID utilising the FIFA Connect ID Service.
19. FIFA Connect ID Service: a service provided by FIFA assigning globally valid unique identifiers (the FIFA ID) to individuals, organisations, and facilities, providing duplicate information in case of a second registration of the same entity, and keeping a central record of the current registration(s) of all entities with an assigned FIFA ID.

20. FIFA ID: the worldwide unique identifier given by the FIFA Connect ID Service to each club, association, player and football agent.
21. International transfer: the movement of the registration of a player from one association to another association.
22. National transfer: the movement of the registration of a player at an association from one club to another within the same association.
23. Electronic domestic transfer system: an online electronic information system with the ability to administer and monitor all national transfers within an association, in line with the principles of the model implemented at international level through the transfer matching system (cf. Annexe 3). At a minimum, the system must collect the full name, gender, nationality, date of birth and FIFA ID of the player, the status (amateur or professional as per article 2 paragraph 2 of these regulations), the name and FIFA ID of the two clubs involved in the national transfer, as well as any payments between the clubs, if applicable. The electronic domestic transfer system must be integrated with the electronic registration system of the association and with the FIFA Connect Interface in order to exchange information electronically.
24. Bridge transfer: any two consecutive transfers, national or international, of the same player connected to each other and comprising a registration of that player with the middle club to circumvent the application of the relevant regulations or laws and/or defraud another person or entity.
25. Purely amateur club: a club with no legal, financial or de facto links to a professional club that:
- i. is only permitted to register amateur players; or
  - ii. has no registered professional players; or
  - iii. has not registered any professional players in the three years prior to a particular date.
26. FIFA Connect Interface: a technical interface provided by FIFA within the FIFA Connect Programme, used to exchange electronic end-to-end encrypted messages between member associations, and between member associations and FIFA.
27. Training rewards: the mechanisms which compensate training clubs for their role in the training and education of young players, namely training compensation (cf. article 20) and the solidarity mechanism (cf. article 21).





28. Coach: an individual employed in a football-specific occupation by a professional club or association whose:
- i. employment duties consist of one or more of the following: training and coaching players, selecting players for matches and competitions, making tactical choices during matches and competitions; and/or
  - ii. employment requires the holding of a coaching licence in accordance with a domestic or continental licensing regulation.
29. Professional club: a club that is not a purely amateur club.
30. Maternity leave: a minimum period of 14 weeks' paid absence granted to a female player due to her pregnancy, of which a minimum of eight weeks must occur after the birth of the child.
31. Club-trained player: a player who, between the age of 15 (or the start of the season during which he turns 15) and 21 (or the end of the season during which he turns 21), and irrespective of his nationality and age, registered with his current club for a period, continuous or not, of three entire seasons or of 36 months.
32. Trial: a temporary period during which a player that is not registered with a club is evaluated by that club.
33. FIFA Clearing House: the entity that acts as an intermediary in relation to processing certain payments made in the football transfer system.
34. Electronic Player Passport (EPP): an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12<sup>th</sup> birthday.
35. Transfer Compensation: a compensation which a new club of a player pays, or commits to pay to a player's former club, in exchange for the former club's acceptance to release the player from a binding contractual relationship. Compensation for breach of contract pursuant to article 17 herein is not considered transfer compensation.
36. Matching Exception: the status of an international transfer in TMS when both clubs have entered the basic information correctly (player, clubs and transfer instruction), but there are still transfer details (payment details or loan dates) that do not match in both transfer instructions. This mismatch prevents the transfer from proceeding.

37. TMS User: an individual trained and authorised to access TMS on behalf of a club or association. All TMS users have their own unique login credentials.
38. TMS Manager: the main TMS user and point of contact for a club or association with access to TMS.
39. Transfer Instruction: the information entered in TMS to transfer a player from one club to another. The transfer instruction type is defined by the information entered: (i) “engage” or “release”; (ii) “permanently” or “on loan”; (iii) “professional player” or “amateur player”; (iv) with transfer agreement” or “without transfer agreement”; (v) “against payment” or “free of payment”.
40. Validation Exception: an issue relating to an international transfer in TMS that prevents it from proceeding to the next status, thus requiring FIFA’s intervention.
41. Competition period: the period starting with the first official match of the national league championship or national cup competition, whichever comes first, and ending with the last official match played within those competitions.

Reference is also made to the Definitions section in the FIFA Statutes.

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





# INTRODUCTORY PROVISION

## 1. Scope

1. These regulations lay down global and binding rules concerning the status of players, their eligibility to participate in organised football, and their transfer between clubs belonging to different associations.

2. The transfer of players between clubs belonging to the same association is governed by specific regulations issued by the association concerned in accordance with article 1 paragraph 3 below, which must be approved by FIFA. Such regulations shall lay down rules for the settlement of disputes between clubs and players, in accordance with the principles stipulated in these regulations. Such regulations should also provide for a system to reward clubs affiliated to the relevant association investing in the training and education of young players.

The use of an electronic domestic transfer system is a mandatory step for all national transfers of professional and amateur players (both male and female) within the scope of eleven-a-side football. A national transfer must be entered in the electronic domestic transfer system each time a player is to be registered with a new club within the same association. Any registration of a player for a new club without the use of the electronic domestic transfer system will be invalid.

3.

- a) The following provisions are binding at national level and must be included without modification in the association's regulations: articles 2-8, 10 (subject to article 1 paragraph 3 b) below), 11, 12bis, 18, 18 paragraph 7 (unless more favourable conditions are available pursuant to national law), 18bis, 18ter, 18quater (unless more favourable conditions are available pursuant to national law), 19 and 19bis.
- b) Associations are given three years from 1 July 2022 to implement, in agreement with domestic football stakeholders, rules on a domestic loan system which are in line with the principles of integrity of competitions, youth development, and the prevention of hoarding players. For the avoidance of doubt, the limitation on the number of loans at national level may differ from article 10 as long as it is consistent with these principles.



- c) Each association shall include in its regulations appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements. In particular, the following principles must be considered:
- article 13: the principle that contracts must be respected;
  - article 14: the principle that contracts may be terminated by either party without consequences where there is just cause;
  - article 15: the principle that contracts may be terminated by professionals with sporting just cause;
  - article 16: the principle that contracts cannot be terminated during the course of the season;
  - article 17 paragraphs 1 and 2: the principle that in the event of termination of contract without just cause, compensation shall be payable and that such compensation may be stipulated in the contract;
  - article 17 paragraphs 3-5: the principle that in the event of termination of contract without just cause, sporting sanctions shall be imposed on the party in breach.
4. These regulations also govern the release of players to association teams in accordance with the provisions of Annexe 1. These provisions are binding for all associations and clubs.
5. These regulations also include rules concerning contracts between coaches and professional clubs or associations (cf. Annexe 2).
6. These regulations also include temporary rules addressing the exceptional situation deriving from the war in Ukraine (cf. Annexe 7).



# STATUS OF PLAYERS

## 2. Status of players: amateur and professional players

1. Players participating in organised football are either amateurs or professionals. No other status shall be recognised.
2. A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.

## 3. Reacquisition of amateur status

1. A player registered as a professional may not re-register as an amateur until at least 30 days after his last match as a professional.
2. No compensation is payable upon reacquisition of amateur status. If a player re-registers as a professional within 30 months of being reinstated as an amateur, his new club shall pay training compensation in accordance with article 20.

## 4. Termination of activity

1. Professionals who end their careers upon expiry of their contracts and amateurs who terminate their activity shall remain registered at the association of their last club for a period of 30 months.
2. This period begins on the day the player made his last appearance for the club in an official match.



# REGISTRATION OF PLAYERS



## 5. Registration

1. Each association must have an electronic player registration system, which must assign each player a FIFA ID when the player is first registered. A player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2. With the exception of players participating in friendly matches during a trial, only electronically registered players identified with a FIFA ID are eligible to participate in organised football. By the act of registering or accepting to be on trial a player agrees to abide by the statutes and regulations of FIFA, the confederations and the associations.
2. A player may only be registered with a club for the purpose of playing organised football. As an exception to this rule, a player may have to be registered with a club for mere technical reasons to secure transparency in consecutive individual transactions (see Annexe 3). A player that is on trial (see article 19ter) does not need to be registered to participate in friendly matches played in the context of a trial.
3. A player may only be registered with one club at a time.
4. Players may be registered with a maximum of three clubs during one season. During this period, a player is only eligible to play official matches for two clubs. As an exception to this rule, a player moving between two clubs belonging to associations with overlapping seasons (i.e. start of the season in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third club during the relevant season, provided they have fully complied with their contractual obligations towards their previous clubs, and provided that the provisions relating to registration periods (article 6) and the minimum length of a contract (article 18 paragraph 2) are respected. Limitations as per this paragraph do not apply if a player wishes to be registered based on the exception as per article 6 paragraph 3 a).
5. Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a player may not play official matches for more than two clubs competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of member associations.

- 6.** In relation to the FIFA ID of a player and the integration of their electronic player registration systems, member associations shall:
- a) assign a FIFA ID to all players already registered at the member association who have not been assigned a FIFA ID at the point in time when the electronic player registration system is integrated with the FIFA Connect ID Service;
  - b) where a FIFA ID has already been assigned to a player, as indicated by the FIFA Connect ID Service, ensure the same FIFA ID is used to register the player in its electronic player registration system;
  - c) if the FIFA Connect ID Service determines that a player is, or appears to be, registered in more than one electronic player registration system, resolve the matter within five (5) days of it becoming aware, and update the FIFA Connect ID Service without delay; and
  - d) provide the relevant personal information about a player to other member associations' electronic player registration systems through the FIFA Connect Interface, when requested for the purpose of registration and the determination of the FIFA ID of the player.

## **5bis Bridge transfer**

- 1.** No club or player shall be involved in a bridge transfer.
- 2.** It shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer.
- 3.** The FIFA Disciplinary Committee, in accordance with the FIFA Disciplinary Code, will impose sanctions on any party subject to the FIFA Statutes and regulations involved in a bridge transfer.



## 6. Registration periods

1. Players may only be registered during one of the two annual registration periods fixed by the relevant association. Associations may fix different registration periods for their male and female competitions.
2. The first registration period may begin as early as on the first day after the day on which the competition period of the previous season ended, and at the latest on the first day of the new season. This first registration period shall not be shorter than eight weeks or longer than 12 weeks. The second registration period shall occur in the middle of the season and shall not be shorter than four weeks or longer than eight weeks. The cumulative total of both registration periods may not exceed 16 weeks. The dates of the competition period and the two registration periods for the season shall be entered into TMS at least 12 months before they come into force (cf. Annexe 3). All transfers, whether a national transfer or an international transfer, shall only occur within these registration periods, subject to the exceptions in article 6 as per paragraph 3 hereinafter. FIFA shall determine the dates for any association that fails to communicate them on time.
3. Member associations are authorised to exceptionally register players outside a registration period in the following circumstances:
  - a) A professional who has unilaterally terminated their contract with just cause, or whose contract has been unilaterally terminated without just cause by their club, may be registered outside a registration period. Upon receipt of the ITC request, the FIFA general secretariat shall expeditiously assess on a *prima facie* basis whether the unilateral termination occurred with or without just cause and permit or deny the registration accordingly. Such *prima facie* assessment is without prejudice to a decision of the Football Tribunal about the consequences of the termination of contract.
  - b) A professional whose contract has naturally expired or has been mutually terminated prior to the end of the registration period applicable to the engaging club may be registered with the engaging club also after expiry of the respective registration period.
  - c) A female player may be registered outside a registration period to temporarily replace another female player that has taken maternity leave. The period of the contract of the temporary replacement player shall, unless otherwise mutually agreed, be from the date of registration until the day prior to the start of the first registration period after the return of the female player that has taken maternity leave.
  - d) A female player may be registered outside a registration period upon completion of her maternity leave (cf. article 18 paragraph 7 and article 18quater) subject to her contractual status.

e) A professional whose contract has expired or been terminated as a result of COVID-19 has the right to be registered outside a registration period, regardless of the date of expiry or termination.

4. Whenever allowing a registration outside a registration period, member associations shall pay due consideration to the sporting integrity of the relevant competition. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may define the criterion of sporting integrity in more detail.

5. In cases where the FIFA general secretariat allows a registration outside a registration period based on the exception in paragraph 3 a), any domestic regulatory provision or contractual agreement requiring the consent of the former club to register the player shall be null and void. In cases where a player's employment contract has expired, consent of the former club shall never be required to register the player.

6. With respect to the exceptions in paragraph 3 c) and d), associations shall adapt their domestic rules accordingly. However, priority shall be given to ensuring that a female player that has returned from maternity leave is eligible to participate in domestic competitions, as well as the sporting integrity of the relevant competition.

7. Players may only be registered, subject to the exceptions provided for in article 6 paragraph 3, upon submission through the electronic player registration system of a valid application from the club to the relevant association during a registration period.

8. The provisions concerning registration periods do not apply to competitions in which only amateurs participate. The relevant association shall specify the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition.

## **7. Player passport**

1. For entitlements related to training rewards that are not governed by the FIFA Clearing House Regulations, existing obligations related to player passports shall remain unchanged, i.e. the registering association is obliged to provide the club with which the player is registered with a player passport containing the relevant details of the player. The player passport shall indicate the club(s) with which the player has been registered since the calendar year of their 12<sup>th</sup> birthday.

2. For entitlements related to training rewards that are governed by the FIFA Clearing House Regulations, an EPP shall be generated and used as set forth below.



3. The Electronic Player Passport is an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12<sup>th</sup> birthday. It shall be generated in circumstances as defined in the FIFA Clearing House Regulations.
4. For the purpose of creating the EPP, member associations shall ensure that reliable, accurate and complete player registration information is made available electronically to FIFA through the FIFA Connect Interface, whenever requested by FIFA through such interface.

## **8. Application for registration**

The application for registration of a professional must be submitted together with a copy of the player's contract. The relevant decision-making body has discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to it.

## **9. International Transfer Certificate**

1. Players registered at one association may only be registered at a new association once the latter has received an International Transfer Certificate (hereinafter: ITC) from the former association. The ITC shall be issued free of charge without any conditions or time limit. Any provisions to the contrary shall be null and void. The association issuing the ITC shall lodge a copy with FIFA. The administrative procedures for issuing the ITC are contained in Annexe 3 of these regulations.
2. Associations are forbidden from requesting that an ITC be issued in order to allow a player to participate in friendly matches in the context of a trial.
3. Except for cases governed by the FIFA Clearing House Regulations, the new association shall inform the association(s) of the club(s) that trained and educated the player between the ages of 12 and 23 (cf. article 7) in writing of the registration of the player as a professional after receipt of the ITC.
4. An ITC is not required for a player under the age of ten years.

## 10. Loan of professionals

1. A professional may be loaned for a predetermined period by their club ("former club") to another club ("new club") on the basis of a written agreement. The following rules apply to the loan of professionals:
  - a) The clubs shall conclude a written agreement defining the terms of the loan ("loan agreement"), in particular, its duration and financial conditions. The professional may also be a party to the loan agreement
  - b) The professional and the new club shall sign a contract covering the duration of the loan. This contract shall acknowledge that the professional is on loan.
  - c) During the agreed duration of the loan, the contractual obligations between the professional and the former club shall be suspended unless otherwise agreed in writing.
  - d) Subject to article 5 paragraph 4, a loan agreement may be concluded for a minimum duration of the time between two registration periods and a maximum duration of one year. The end date shall fall within one of the registration periods of the association of the former club. Any clause referring to a longer duration of the loan shall not be recognised.
  - e) A loan agreement may be extended, subject to the above minimum and maximum durations, with the written consent of the professional.
  - f) A new club is prohibited from sub-loaning or permanently transferring a professional to a third club.
  
2. Loan agreements with a duration of more than one year which predate the entering into force of these regulations may continue until their contractual expiration. They may be extended only in accordance with article 10 paragraph 1 e).
  
3. The loan of a professional is subject to the administrative procedures provided in articles 5-9 and Annexe 3.
  
4. Where the contract between a professional and the new club has been unilaterally terminated prior to the completion of the duration agreed in the loan agreement:
  - a) the professional has the right to return to the former club;
  - b) the professional must immediately inform the former club of the premature termination and whether they intend to return to the former club;
  - c) if the professional decides to return to the former club, the former club must reintegrate the professional immediately. The contract which was suspended during the loan shall be reinstated from the date of reintegration, and in particular, the former club must remunerate the professional;



- d) rules governing registration at national level must be determined by the association in agreement with domestic football stakeholders.

5. The terms of article 10 paragraph 4 are without prejudice to:

- a) the operation of article 17 relating to termination of the contract between the professional and the new club;
- b) the operation of article 17, should the former club fail to reintegrate the professional immediately; and
- c) the right of the former club to seek compensation resulting from its obligation to reintegrate the professional. The minimum compensation payable shall be the amount the former club must pay the professional between the date of reintegration and the original completion date of the loan agreement.

6. The following limitations apply from 1 July 2024:

- a) a club may have a maximum of six professionals loaned out at any given time during a season;
- b) a club may have a maximum of six professionals loaned in at any given time during a season.

7. The loan of a professional will be exempt from the above limitations if:

- a) the loan occurs before the end of the season of the former club in which the professional turns 21; and
- b) the professional is a club-trained player with the former club.

8. The following restrictions apply irrespective of age or club-trained status:

- a) a club may have a maximum of three professionals loaned out to a specific club at any given time during a season;
- b) a club may have a maximum of three professionals loaned in from a specific club at any given time during a season.

9. The following transition period shall apply for the limitations in article 10 paragraph 6:

- a) from 1 July 2022 to 30 June 2023: a maximum of eight professionals for each limitation;
- b) from 1 July 2023 to 30 June 2024: a maximum of seven professionals for each limitation.

## 11. Unregistered players

Any player not registered at an association who appears for a club in any official match shall be considered to have played illegitimately. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions may also be imposed on the player and/or the club. The right to impose such sanctions lies in principle with the association or the organiser of the competition concerned.

## 12. Enforcement of disciplinary sanctions

1. Any disciplinary sanction of up to four matches or up to three months that has been imposed on a player by the former association but not yet (entirely) served by the time of the transfer shall be enforced by the new association at which the player has been registered in order for the sanction to be served at domestic level. When issuing the ITC, the former association shall notify the new association via TMS of any such disciplinary sanction that has yet to be (entirely) served.
2. Any disciplinary sanction of more than four matches or more than three months that has not yet been (entirely) served by a player shall be enforced by the new association that has registered the player only if the FIFA Disciplinary Committee has extended the disciplinary sanction to have worldwide effect. Additionally, when issuing the ITC, the former association shall notify the new association via TMS of any such pending disciplinary sanction.

## 12bis Overdue payables

1. Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.
2. Any club found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned in accordance with paragraph 4 below.
3. In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).





4. Within the scope of its jurisdiction (cf. article 22 to 24), the Football Tribunal may impose the following sanctions:
- a) a warning;
  - b) a reprimand;
  - c) a fine;
  - d) a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.
5. The sanctions provided for in paragraph 4 above may be applied cumulatively.
6. A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.
7. The terms of the present article are without prejudice to the application of further measures in accordance with article 17 in the event of unilateral termination of the contractual relationship.



**MAINTENANCE  
OF CONTRACTUAL  
STABILITY BETWEEN  
PROFESSIONALS  
AND CLUBS**

### 13. Respect of contract

A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement.

### 14. Terminating a contract with just cause

1. A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause.
2. Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.

### 14bis Terminating a contract with just cause for outstanding salaries

1. In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.
2. For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above.
3. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail.

## 15. Terminating a contract with sporting just cause

An established professional who has, in the course of the season, appeared in fewer than ten per cent of the official matches in which his club has been involved may terminate his contract prematurely on the ground of sporting just cause. Due consideration shall be given to the player's circumstances in the appraisal of such cases. The existence of sporting just cause shall be established on a case-by-case basis. In such a case, sporting sanctions shall not be imposed, though compensation may be payable. A professional may only terminate his contract on this basis in the 15 days following the last official match of the season of the club with which he is registered.

## 16. Restriction on terminating a contract during the competition period

A contract cannot be unilaterally terminated during a competition period.

## 17. Consequences of terminating a contract without just cause

The following provisions apply if a contract is terminated without just cause:

1. In all cases, the party in breach shall pay compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period.

Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:

- i. In case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.



- ii. In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.
- iii. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail.

2. Entitlement to compensation cannot be assigned to a third party. If a professional is required to pay compensation, the professional and his new club shall be jointly and severally liable for its payment. The amount may be stipulated in the contract or agreed between the parties.

3. In addition to the obligation to pay compensation, sporting sanctions shall also be imposed on any player found to be in breach of contract during the protected period. This sanction shall be a four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs. This suspension of the sporting sanctions shall, however, not be applicable if the player is an established member of the representative team of the association he is eligible to represent, and the association concerned is participating in the final competition of an international tournament in the period between the last match and the first match of the next season. Unilateral breach without just cause or sporting just cause after the protected period shall not result in sporting sanctions. Disciplinary measures may, however, be imposed outside the protected period for failure to give notice of termination within 15 days of the last official match of the season (including national cups) of the club with which the player is registered. The protected period starts again when, while renewing the contract, the duration of the previous contract is extended.

4. In addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period. It shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach. The club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exceptions stipulated in article 6 paragraph 3 of these regulations in order to register players at an earlier stage.
5. Any person subject to the FIFA Statutes and regulations who acts in a manner designed to induce a breach of contract between a professional and a club in order to facilitate the transfer of the player shall be sanctioned.

## 18. Special provisions relating to contracts between professionals and clubs

1. Any employment contract that is concluded following the provision of football agent services shall specify the football agent's name, their client, their FIFA licence number and their signature, in accordance with the FIFA Football Agent Regulations.
2. The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.
3. A club intending to conclude a contract with a professional must inform the player's current club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months. Any breach of this provision shall be subject to appropriate sanctions.
4. The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.
5. If a professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply.



6. Contractual clauses granting the club additional time to pay to the professional amounts that have fallen due under the terms of the contract (so-called “grace periods”) shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers’ and employees’ representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.
7. Female players are entitled to maternity leave during the term of their contract, paid at the equivalent of two thirds of their contracted salary. Where more beneficial conditions are provided in the applicable national law in the country of their club’s domicile or an applicable collective bargaining agreement, these beneficial conditions shall prevail.



# **THIRD-PARTY INFLUENCE AND OWNERSHIP OF PLAYERS' ECONOMIC RIGHTS**



## 18bis Third-party influence on clubs

1. No club shall enter into a contract which enables the counter club/counter clubs, and vice versa, or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.
2. The FIFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this article.

## 18ter Third-party ownership of players' economic rights

1. No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.
2. The interdiction as per paragraph 1 comes into force on 1 May 2015.
3. Agreements covered by paragraph 1 which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.
4. The validity of any agreement covered by paragraph 1 signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than one year beyond the effective date.
5. By the end of April 2015, all existing agreements covered by paragraph 1 need to be recorded within TMS. All clubs that have signed such agreements are required to upload them in their entirety, including possible annexes or amendments, in TMS, specifying the details of the third party concerned, the full name of the player as well as the duration of the agreement.
6. The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this article.



**SPECIAL  
PROVISIONS  
RELATING TO  
FEMALE PLAYERS**

## 18quarter Special provisions relating to female players

1. The validity of a contract may not be made subject to a player being or becoming pregnant during its term, being on maternity leave, or utilising rights related to maternity in general.
2. If a club unilaterally terminates a contract on the grounds of a player being or becoming pregnant, being on maternity leave, or utilising rights related to maternity in general, the club will be deemed to have terminated the contract without just cause.
  - a) It shall be presumed, unless proven to the contrary, that the unilateral termination of a contract by a club during a pregnancy or maternity leave occurred as a result of a player being or becoming pregnant.
3. Where a contract has been terminated on the grounds of the player being or becoming pregnant, as an exception to article 17 paragraph 1:
  - a) compensation due to a player shall be calculated as follows:
    - i. in case the player did not sign any new contract following the termination of her previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
    - ii. in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early;
    - iii. in either case described above, the player shall be entitled to additional compensation corresponding to six monthly salaries of the prematurely terminated contract;
    - iv. collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail;
  - b) in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to have unilaterally terminated a contract on the grounds of a player being or becoming pregnant, being on maternity leave, or utilising rights related to maternity in general. The club shall be banned from registering any new female players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and measures stipulated in article 6 paragraph 3 c) of these regulations in order to register players at an earlier stage;

- c) the sanction provided for in b) above may be applied cumulatively with a fine.

4. Where a player becomes pregnant, she has the right, during the term of her contract, to:

- a) continue providing sporting services to her club (i.e. playing and training), following confirmation from her treating practitioner and an independent medical professional (chosen by consensus between the player and her club) that it is safe for her to do so. In such cases, her club has an obligation to respect the decision and formalise a plan for her continued sporting participation in a safe manner, prioritising her health and that of the unborn child;
- b) provide employment services to her club in an alternate manner, should her treating practitioner deem that it is not safe for her to continue sporting services, or should she choose not to exercise her right to continue providing sporting services. In such cases, her club has an obligation to respect the decision and work with the player to formalise a plan for her alternate employment. The player shall be entitled to receive her full remuneration, until such time that she utilises maternity leave;
- c) independently determine the commencement date of her maternity leave, taking into consideration the minimum periods provided (cf. Definitions). Any club that pressures or forces a player to take maternity leave at a specific time shall be sanctioned by the FIFA Disciplinary Committee;
- d) return to football activity after the completion of her maternity leave, following confirmation from her treating practitioner and an independent medical professional (chosen by consensus between the player and her club) that it is safe for her to do so. In such cases, her club has an obligation to respect the decision, reintegrate her into footballing activity (cf. article 6 paragraph 3 d)), and provide adequate ongoing medical support. The player shall be entitled to receive her full remuneration following her return to football activity.

5. A player shall be provided the opportunity to breastfeed an infant and/or express breast milk whilst providing sporting services to her club. Clubs shall provide suitable facilities in accordance with applicable national legislation in the country of a club's domicile or a collective bargaining agreement.





**INTERNATIONAL  
TRANSFERS  
INVOLVING  
MINORS**

## 19. Protection of minors

1. International transfers of players are only permitted if the player is over the age of 18.

2. The following five exceptions to this rule apply:

- a) The player's parents move to the country in which the new club is located for reasons not linked to football.
- b) The player is aged between 16 and 18 and:
  - i. the transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA); or
  - ii. the transfer takes place between two associations within the same country.

The new club must fulfil the following minimum obligations:

- iii. It shall provide the player with an adequate football education and/or training in line with the highest national standards (cf. Annexe 4, article 4).
  - iv. It shall guarantee the player an academic and/or school and/or vocational education and/or training, in addition to his football education and/or training, which will allow the player to pursue a career other than football should he cease to play professional football.
  - v. It shall make all necessary arrangements to ensure that the player is looked after in the best possible way (optimum living standards with a host family or in club accommodation, appointment of a mentor at the club, etc.).
  - vi. It shall, on registration of such a player, provide the relevant association with proof that it is complying with the aforementioned obligations.
- c) The player lives no further than 50km from a national border and the club with which the player wishes to be registered in the neighbouring association is also within 50km of that border. The maximum distance between the player's domicile and the club's headquarters shall be 100km. In such cases, the player must continue to live at home and the two associations concerned must give their explicit consent.
  - d) The player is at least temporarily permitted to reside in the country of arrival and/or is recognised by the competent state authorities as vulnerable and requiring state protection by the country of arrival after fleeing their country of origin (or previous country of domicile) for humanitarian reasons, without their parents, due to either of the following:
    - i. their life or freedom being threatened on account of race, religion, nationality, belonging to a particular social group, or political opinion; or
    - ii. any other circumstances where their survival is seriously threatened.



If the minor has been formally recognised as a refugee or a protected person, they may be registered with a professional club or purely amateur club. There are no restrictions on any subsequent national transfer of the minor prior to their turning 18.

If the minor has been formally recognised as asylum seeker or has been recognised by the competent state authorities as vulnerable in accordance with article 19 paragraph d) above, they may only be registered with a purely amateur club. They may be the subject of a subsequent national transfer, but are not permitted to register with a professional club until they turn 18.

- e) The player is a student and moves without his parents to another country temporarily for academic reasons in order to undertake an exchange programme. The duration of the player's registration for the new club until he turns 18 or until the end of the academic or school programme cannot exceed one year. The player's new club may only be a purely amateur club without a professional team or without a legal, financial or de facto link to a professional club.

3. The provisions of this article shall also apply to any player who has never previously been registered with a club, is not a national of the country where the association at which he wishes to be registered for the first time is domiciled, and has not lived continuously for at least the last five years in said country.

4. Where a minor player is at least ten years old, the Players' Status Chamber of the Football Tribunal must approve:

- a) their international transfer according to paragraph 2;
- b) their first registration according to paragraph 3; or
- c) their first registration, where the minor player is not a national of the country where the association at which they wish to be registered is domiciled and has lived continuously for at least the last five years in that country.

5. Approval pursuant to paragraph 4 is required prior to any request for an ITC and/or a first registration by an association.

6. Where a minor player is under ten years old, it is the responsibility of the association that intends to register the player – as per the request of its affiliated club – to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c). Such verification shall be made prior to any registration.

7. An association may apply to the Players' Status Chamber of the Football Tribunal for a limited minor exemption ("LME").

- a) An LME, if granted, relieves an association, under specific terms and conditions and solely for amateur minor players who are to be registered with purely amateur clubs, from the application obligations set out in paragraph 4.
- b) In such a case, prior to any request for an ITC and/or a first registration, the association concerned is required to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c).

8. A club that has registered a minor player following a national transfer, international transfer or first registration shall:

- owe a duty of care to the minor;
- take any reasonable measures to protect and safeguard the minor from any possible abuse; and
- ensure that the minor is provided with an opportunity to obtain an academic education (according to the highest national standards) that allows them to pursue a career other than football.

9. The procedures for applying to the Players' Status Chamber of the Football Tribunal for the matters described in this article are contained in the Procedural Rules Governing the Football Tribunal.

## 19bis Registration and reporting of minors at academies

1. Clubs that operate an academy (within their own structure and/or through a separate entity with legal, financial or de facto links to the club) are obliged to report all minors who attend the academy (registered with the club or not) to the association with which the club concerned is affiliated. When an academy is operated outside the territory of the club's respective association, the reporting shall be made by the club to the association on whose territory the academy operates

2. Each association shall request all academies without legal, financial or de facto links to a club (private academies) operating on its territory to report all minors who attend the academy to the association. Each association shall report any wrongdoing occurring at private academies of which it becomes aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.

3. Each association shall keep a register of players, comprising at least the following information: full name (first, middle and last names), nationality, date of birth, country of origin (or previous country of domicile), agent (if any) and club operating the respective academy, regarding the minors who have been reported to it by clubs or academies.





4. A club that wishes to collaborate with a private academy shall:
  - i. report such collaboration to the association with which the club is affiliated;
  - ii. ensure that the private academy reports its players to the association where the academy operates;
  - iii. before entering into a contract with a private academy, ensure that the private academy takes proper measures to protect and safeguard minors; and
  - iv. report any wrongdoing of which it may become aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.
  
5. Through the act of reporting, academies and players undertake to practise football in accordance with the FIFA Statutes, and to respect and promote the ethical principles of organised football.
  
6. Associations shall report to FIFA each minor that attends an academy within the territory they govern where the minor:
  - i. is not a national of the country where the association is domiciled; and
  - ii. has not lived continuously for at least the last five years in that country.

Such reports shall contain a *prima facie* assessment of whether the minor meets the requirements of article 19.
  
7. Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.

## 19ter Trials

### General conditions for all triallists

1. A club may invite a player to trial with it for a defined period of time. A professional (within the meaning of art. 2 herein) may only trial with another club with the express written permission of their current club.
  
2. The club and the invited player shall agree on the conditions of the trial (e.g. payment for accommodation, travel, meals and daily expenses) on the FIFA Trial Form before the trial commences. A complete and duly signed FIFA Trial Form must be lodged in FIFA TMS by the club at the latest ten days before the trial commences.

3. During a trial, the club owes a duty of care to the triallist. In particular, the club shall provide the triallist with, and cover the cost of, any necessary medical treatment for injuries sustained while performing activities within the trial.
4. The maximum duration of a trial for players aged 21 and below shall be eight weeks, consecutive or non-consecutive, per club in any one season. The maximum duration of a trial for players over the age of 21 shall be three weeks, consecutive or non-consecutive, per club in any one season.
5. A player on trial is only permitted to participate in friendly matches and any activity that does not fall within the scope of organised football. Such friendly matches must take place during the duration of the relevant trial.
6. Any person subject to the FIFA Statutes is prohibited from requesting, offering and/or receiving any payment whatsoever connected to a trial, without prejudice to the agreement between the club and the triallist on the conditions of the trial, according to paragraph 2 above.
7. Clubs having a player on trial are not entitled to receive training rewards for the period during which a player is on trial with that club.

#### Conditions specific to minor triallists

8. In addition to the general conditions, a minor may only trial with a club provided that:
  - a) the date the trial period begins occurs during the season of:
    - i. the minor triallist's 16<sup>th</sup> birthday; or
    - ii. the minor triallist's 15<sup>th</sup> birthday if both the minor's and the club's domicile are located in Europe;
  - b) the club obtains express written permission from the minor triallist's parents;
  - c) the club designates an employee within the club to be the point of contact for the minor triallist;
  - d) the club ensures that the minor triallist is provided with optimum accommodation and living standards and adequate coverage of expenses; and
  - e) for amateur minor players below the age of 16, the current club of the minor is informed of the trial and provided with the complete and duly signed FIFA Trial Form.
9. A minor may only attend two trials per calendar year, each of them subject to the maximum duration stipulated in article 19ter paragraph 4.



### Other matters

10. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level, in accordance with national law, may deviate from the minimum standards stipulated above and/or establish additional conditions when a player may leave his current club to attend a trial.

### Sanctions

11. Any failure to fulfil a condition agreed in a FIFA Trial Form or to upload a complete and duly signed FIFA Trial Form and/or any violation of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code. In such proceedings, both the triallist and the club concerned will have the procedural status of a party before the Disciplinary Committee.



# **TRAINING COMPENSATION AND SOLIDARITY MECHANISM**

## 20. Training compensation

Training compensation shall be paid to a player's training club(s): (1) when a player is registered for the first time as a professional, and (2) each time a professional is transferred until the end of the calendar year of his 23<sup>rd</sup> birthday. The obligation to pay training compensation arises whether the transfer takes place during or at the end of the player's contract. The provisions concerning training compensation are set out in Annexe 4 of these regulations. The principles of training compensation shall not apply to women's football.

## 21. Solidarity mechanism

If a professional is transferred before the expiry of his contract, any club that has contributed to his education and training shall receive a proportion of the compensation paid to his former club (solidarity contribution). The provisions concerning solidarity contributions are set out in Annexe 5 of these regulations.



# JURISDICTION

## 22. Competence of FIFA

1. Without prejudice to the right of any player, coach, association, or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear:
  - a) disputes between clubs and players in relation to the maintenance of contractual stability (articles 13-18) where there has been an ITC request and a claim from an interested party in relation to said ITC request, in particular regarding the issue of the ITC, sporting sanctions or compensation for breach of contract;
  - b) employment-related disputes between a club and a player of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of players and clubs;
  - c) employment-related disputes between a club or an association and a coach of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of coaches and clubs;
  - d) disputes relating to training compensation (article 20) and the solidarity mechanism (article 21) between clubs belonging to different associations, that are not governed by the FIFA Clearing House Regulations;
  - e) disputes relating to training compensation (article 20) and the solidarity mechanism (article 21) between clubs belonging to the same association provided that the transfer of a player at the basis of the dispute occurs between clubs belonging to different associations, that are not governed by the FIFA Clearing House Regulations;
  - f) matters of legal or factual complexity in an EPP review process in accordance with article 10 paragraph 3 of the FIFA Clearing House Regulations and disputes between clubs in accordance with article 18 paragraph 2 of the FIFA Clearing House Regulations; and
  - g) disputes between clubs belonging to different associations that do not fall within the cases provided for in a), d), e) and f).

2. FIFA is competent to decide regulatory applications made pursuant to these regulations or any other FIFA regulations.

## 23. Football Tribunal

1. The Dispute Resolution Chamber of the Football Tribunal shall adjudicate on any of the cases described in article 22 paragraphs 1 a), b), d), e) and f).
2. The Players' Status Chamber of the Football Tribunal shall adjudicate on any of the cases described in article 22 paragraphs 1 c) and g), and 2.
3. The Football Tribunal shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined *ex officio* in each individual case.
4. The procedures for lodging claims in relation to the disputes described in article 22 are contained in the Procedural Rules Governing the Football Tribunal.

## 24. Consequences for failure to pay relevant amounts in due time

1. When:
  - a) the Football Tribunal orders a party (a club or a player) to pay another party (a club or a player), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision;
  - b) parties to a dispute accept (or do not reject) a proposal made by the FIFA general secretariat pursuant to the Procedural Rules Governing the Football Tribunal, the consequences of the failure to pay the relevant amounts in due time shall be included in the confirmation letter.
2. Such consequences shall be the following:
  - a) Against a club: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods, subject to paragraph 7 below;
  - b) Against a player: a restriction on playing in official matches up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months on playing in official matches, subject to paragraph 7 below.





3. Such consequences may be excluded where the Football Tribunal has:
- a) imposed a sporting sanction on the basis of article 12bis, 17 or 18quarter in the same case; or
  - b) been informed that the debtor club was subject to an insolvency-related event pursuant to the relevant national law and is legally unable to comply with an order.
4. Where such consequences are applied, the debtor must pay the full amount due (including all applicable interest) to the creditor within 45 days of notification of the decision.
5. The 45-day time limit shall commence from notification of the decision or confirmation letter.
- a) The time limit is paused by a valid request for the grounds of the decision. Following notification of the grounds of the decision, the time limit shall recommence.
  - b) The time limit is also paused by an appeal to the Court of Arbitration for Sport.
6. The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.
7. Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:
- a) the creditor may request that FIFA enforce the consequences;
  - b) upon receipt of such request, FIFA shall inform the debtor that the consequences shall apply;
  - c) the consequences shall apply immediately upon notification by FIFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first "entire" registration period for the purposes of paragraph 2 a);
  - d) the consequences may only be lifted in accordance with paragraph 8 below.
8. Where the consequences are enforced, the debtor must provide proof of payment to FIFA of the full amount (including all applicable interest), in order for them to be lifted.
- a) Upon receipt of the proof of payment, FIFA shall immediately request that the creditor confirm receipt of full payment (including all applicable interest) within five days.

- b) Upon receipt of confirmation from the creditor, or after expiry of the time limit in the case of no response, FIFA shall notify the parties that the consequences are lifted.
- c) The consequences shall be lifted immediately upon notification by FIFA.
- d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving.

## 25. Implementation of decisions and confirmation letters

1. The sporting successor of a debtor shall be considered the debtor and be subject to any decision or confirmation letter issued by the Football Tribunal. The criteria to assess whether an entity is the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition.
2. Where a debtor is instructed to pay a creditor a sum of money (outstanding amounts or compensation) by the Football Tribunal:
  - a) payment is made when the debtor pays the full amount instructed (including any applicable interest) to the creditor;
  - b) payment is not deemed to have been made where the debtor makes any unilateral deduction from the full amount instructed (including any applicable interest).
3. The following actions do not contravene a registration ban described in article 12bis, 17, 18quater or 24:
  - a) the return from loan of a professional, solely where the loan agreement expires naturally;
  - b) the extension of the loan of a professional, beyond the natural expiry of the loan agreement;
  - c) the definitive engagement of a professional who was temporarily registered for the club directly prior to the registration ban being imposed;
  - d) the registration of a professional who was already registered with the club as an amateur directly prior to the registration ban being imposed.





# FINAL PROVISIONS

## 26. Transitional measures

1. Any case that has been brought to FIFA before these regulations come into force shall be assessed according to the previous regulations.
  - a) Any case that has been brought to FIFA for which a decision is still pending as at 1 October 2021 from the Players' Status Committee, Dispute Resolution Chamber, or any of their sub-committees, shall be decided by the relevant chamber of the Football Tribunal in accordance with the Procedural Rules Governing the Football Tribunal;
  - b) The transitory provisions of the Procedural Rules Governing the Football Tribunal shall apply to those cases.
  
2. As a general rule, other cases shall be assessed according to these regulations with the exception of the following:
  - a) disputes regarding training compensation;
  - b) disputes regarding the solidarity mechanism.

Any cases not subject to this general rule shall be assessed according to the regulations that were in force when the contract at the centre of the dispute was signed, or when the disputed facts arose.
  
3. Member associations shall amend their regulations in accordance with article 1 to ensure that they comply with these regulations and shall submit them to FIFA for approval. Notwithstanding the foregoing, each member association shall implement article 1 paragraph 3 a).
  
4. If, at the time when these regulations come into force, a competition period (within the meaning of these regulations) in an association has already started and the first registration period in that same competition period has already been completed, the following shall apply: if the first registration period lasted less than 12 weeks, the second registration period within that same competition period may last up to eight weeks, provided that the total of both registration periods does not exceed 16 weeks.

## 27. Matters not provided for

Any matters not provided for in these regulations and cases of force majeure shall be decided by the FIFA Council whose decisions are final.



## 28. Official languages

In the case of any discrepancy in the interpretation of the English, French or Spanish texts of these regulations, the English text shall be authoritative.

## 29. Enforcement

These regulations were approved by the FIFA Council on 14 March 2023 and come into force on 1 April 2023 with the exception of article 18 paragraph 1; Annexe 2, article 2 paragraph 3; Annexe 3, article 10 paragraphs 5 e) and 6 a) and b); Annexe 3, article 12 paragraphs 2, 3 and 4 which will come into force on 1 October 2023.

Temporary amendments approved by the FIFA Council as a result of the COVID-19 pandemic will be periodically reviewed and removed accordingly.

Temporary amendments approved by the FIFA Council as a result of the war in Ukraine will be periodically reviewed and removed accordingly.

14 March 2023

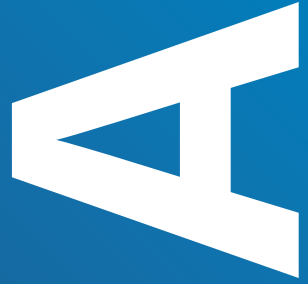
For the FIFA Council

President:

Gianni Infantino

Secretary General:

Fatma Samoura



# ANNEXES

# ANNEXE

## Release of players to association teams



### 1. Principles for men's football

1. Clubs are obliged to release their registered players to the representative teams of the country for which the player is eligible to play on the basis of his nationality if they are called up by the association concerned. Any agreement between a player and a club to the contrary is prohibited.
2. The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA World Cup™, the FIFA Confederations Cup and the championships for "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation.
3. After consultation with the relevant stakeholders, FIFA publishes the international match calendar for the period of four or eight years. It will include all international windows for the relevant period (cf. paragraph 4 below). Following the publication of the international match calendar only the final competitions of the FIFA World Cup™, the FIFA Confederations Cup and the championships for "A" representative teams of the confederations will be added.
4. An international window is defined as a period of nine days starting on a Monday morning and ending on Tuesday night the following week (subject to the temporary exceptions below), which is reserved for representative teams' activities. During any international window a maximum of two matches may be played by each representative team (subject to the temporary exceptions

below), irrespective of whether these matches are qualifying matches for an international tournament or friendlies. The pertinent matches can be scheduled any day as from Wednesday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday or Saturday/Tuesday).

- i. During the international window scheduled for March 2022, for associations affiliated to OFC:
  - a) the international window is extended by one day; and
  - b) a maximum of three matches may be played by each representative team.
- ii. During the international window scheduled for March 2022, for associations affiliated to Concacaf:
  - a) the international window is extended by one day; and
  - b) a maximum of three matches may be played by each representative team.

5. Representative teams shall play the two matches (subject to the temporary exceptions set out in paragraph 4 of this article) within an international window on the territory of the same confederation, with the only exception of intercontinental play-off matches. If at least one of the two matches is a friendly, they can be played in two different confederations only if the distance between the venues does not exceed a total of five flight hours, according to the official schedule of the airline, and two time zones.

6. It is not compulsory to release players outside an international window or outside the final competitions (as per paragraph 2 above) included in the international match calendar. It is not compulsory to release the same player for more than one "A" representative team final competition per year. Exceptions to this rule can be established by the FIFA Council for the FIFA Confederations Cup only.

7. For international windows, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning following the end of the international window, subject to the temporary exception below. For a final competition in the sense of paragraphs 2 and 3 above, players must be released and start the travel to their representative team no later than Monday morning the week preceding the week when the relevant final competition starts and must be released by the association in the morning of the day after the last match of their team in the tournament.

- i. During the international windows that have been extended in accordance with paragraphs 4 i. and ii., players must start the travel back to their club no later than the morning following the end of the international window.





8. The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 7 above.
9. Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.
10. If a player does not resume duty with his club by the deadline stipulated in this article, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide that the next time the player is called up by his association the period of release shall be shortened as follows:

  - a) international window: by two days;
  - b) final competition of an international tournament: by five days.
11. In the event of a repeated violation of these provisions, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide to:

  - a) issue a fine;
  - b) further reduce the period of release;
  - c) ban the association from calling up the player(s) for subsequent representative-team activities.

## **1bis Principles for women's football**

1. Clubs are obliged to release their registered players to the representative teams of their country for which the player is eligible to play on the basis of her nationality if they are called up by the association concerned. Any agreement between the player and a club to the contrary is prohibited.
2. The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the women's international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA Women's World Cup™, the Women's Olympic Football Tournament, the championships for women's "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation, and the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament.

3. After consultation with the relevant stakeholders, FIFA publishes the women's international match calendar for a period of four years. It will include all international windows for the relevant period (cf. paragraph 4 below), as well as the final competitions of the FIFA Women's World Cup™, the Women's Olympic Football Tournament and blocked periods for the championships for women's "A" representative teams of the confederations as well as for the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament. Following the publication of the women's international match calendar, only the specific dates for the championships for women's "A" representative teams of the confederations and the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament will be added within the respective blocked periods. The championships for the women's "A" representative teams of the confederations and the final-round qualification tournaments for the Women's Olympic Football Tournament must be played within the respective stipulated blocked periods and confederations are required to notify FIFA of the dates, in writing, at the latest two years in advance of the respective championships for women's "A" representative teams or final-round tournament.

4. There are three types of international windows:

- a) Type I is defined as a period of nine days starting on a Monday morning and ending on a Tuesday night the following week, which is reserved for representative teams' activities. During the type I international window, a maximum of two matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. The pertinent matches can be scheduled on any day as from Wednesday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday or Saturday/Tuesday).
- b) Type II is defined as a period of ten days starting on a Monday morning and ending on Wednesday night the following week, which is reserved for friendly tournaments of the representative teams and qualifying matches. During the type II international window, a maximum of three matches may be played by each representative team. The pertinent matches can be scheduled on any day as from Thursday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday/Wednesday).
- c) Type III is defined as a period of 13 days starting on Monday morning and ending on Saturday night the following week, which is reserved exclusively for qualifying matches for the championships of the women's "A" representative teams of the confederations. During the type III international window, a maximum of four matches may be played by each representative team. The pertinent matches can be scheduled on any day as from Thursday during the international window, provided that a minimum of two full calendar days are left between matches (e.g. Thursday/Sunday/Wednesday/Saturday).



5. It is not compulsory to release players outside an international window or outside the competitions listed in paragraph 2 above that are included in the women's international match calendar.
6. For all three types of international windows, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning (type I), the next Thursday morning (type II) or the next Sunday morning (type III) following the end of the international window. For the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament, players must be released and start the travel to join their representative team no later than Monday morning before the opening match of the qualification tournament and must be released by the association on the morning of the day after the last match of their team in the tournament. For the latter qualification tournaments, the maximum total period of release (between leaving Monday morning and the day of release back to the club by the association) is 16 days. For the other final competitions in the sense of paragraphs 2 and 3 above, players must be released and start the travel to their representative team no later than the Monday morning of the week preceding the week when the relevant final competition starts, and must be released by the association on the morning of the day after the last match of their team in the tournament.
7. The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 6 above.
8. Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.
9. If a player does not resume duty with her club by the deadline stipulated in this article, at the request of her club, the Players' Status Chamber of the Football Tribunal may decide that the next time the player is called up by her association the period of release shall be shortened as follows:

  - a) international window: by two days;
  - b) final competition of an international tournament: by five days.
10. In the event of a repeated violation of these provisions, at the request of her club, the Players' Status Chamber of the Football Tribunal may decide to:

  - a) issue a fine;

- b) further reduce the period of release;
- c) ban the association from calling up the player(s) for subsequent representative-team activities.

## 1ter Principles for futsal

1. Clubs are obliged to release their registered players to the representative teams of the country for which the player is eligible to play on the basis of his nationality if they are called up by the association concerned. Any agreement between a player and a club to the contrary is prohibited.
2. The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the futsal international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA Futsal World Cup and of the championships for "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation.
3. After consultation with the relevant stakeholders, FIFA publishes the futsal international match calendar for the period of four years. It will include all international windows for the relevant period (cf. paragraph 4 below). Following the publication of the futsal international match calendar, only the final competitions of the FIFA Futsal World Cup and of the championships for "A" representative teams of the confederations will be added.
4. There are two types of international windows:
  - a) Type I is defined as a period of ten days starting on a Monday morning and ending on Wednesday night the following week, which is reserved for representative teams' activities. During a Type I international window, a maximum of four matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. Representative teams can play the maximum of four matches within an international window of Type I in no more than two confederations.
  - b) Type II is defined as a period of four days starting on a Sunday morning and ending on Wednesday night the following week, which is reserved for representative teams' activities. During a Type II international window, a maximum of two matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. Representative teams shall play the maximum of two matches within an international window of Type II on the territory of the same confederation.



5. It is not compulsory to release players outside an international window or outside the final competitions as per paragraph 2 above included in the futsal international match calendar.
6. For both types of international windows, players must be released and start the travel to join their representative team no later than the first morning of the window (i.e. Sunday or Monday, respectively), and must start the travel back to their club no later than the Thursday morning following the end of the international window. For a final competition of the championships for “A” representative teams of the confederations, players must be released and start the travel to their representative team in the morning 12 days before the relevant final competition starts and must be released by the association in the morning of the day after the last match of their team in the tournament. For the FIFA Futsal World Cup, players must be released and start the travel to their representative team in the morning 14 days before the World Cup starts and must be released by the association in the morning of the day after the last match of their team in the tournament
7. The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 6 above.
8. Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams’ activities concerned took place in a different confederation to the one in which the player’s club is registered. Clubs shall be informed in writing of a player’s outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.
9. If a player does not resume duty with his club by the deadline stipulated in this article, at the request of his club, the Players’ Status Chamber of the Football Tribunal may decide that the next time the player is called up by his association the period of release shall be shortened as follows:

  - a) international windows: by two days;
  - b) final competition of an international tournament: by five days.
10. In the event of a repeated violation of these provisions, at the request of his club, the Players’ Status Chamber of the Football Tribunal may decide to:

  - a) issue a fine;
  - b) further reduce the period of release;
  - c) ban the association from calling up the player(s) for subsequent representative-team activities.

## 2. Financial provisions and insurance

1. Clubs releasing a player in accordance with the provisions of this annexe are not entitled to financial compensation.
2. The association calling up a player shall bear the costs of travel incurred by the player as a result of the call-up.
3. The club with which the player concerned is registered shall be responsible for his insurance cover against illness and accident during the entire period of his release. This cover must also extend to any injuries sustained by the player during the international match(es) for which he was released.
4. If a professional player participating in eleven-a-side football suffers during the period of his release for an international "A" match a bodily injury caused by an accident and is, as a consequence of such an injury, temporarily totally disabled, the club with which the player concerned is registered will be indemnified by FIFA. The terms and conditions of the indemnification, including the loss-handling procedures, are set forth in the Technical Bulletin – Club Protection Programme.

## 3. Calling up players

1. As a general rule, every player registered with a club is obliged to respond affirmatively when called up by the association he is eligible to represent on the basis of his nationality to play for one of its representative teams.
2. Associations wishing to call up a player must notify the player in writing at least 15 days before the first day of the international window (cf. Annexe 1, article 1 paragraph 4) in which the representative teams' activities for which he is required will take place. Associations wishing to call up a player for the final competition of an international tournament must notify the player in writing at least 15 days before the beginning of the relevant release period. The player's club shall also be informed in writing at the same time. Equally, associations are advised to copy the association of the clubs concerned into the summons. The club must confirm the release of the player within the following six days.
3. Associations that request FIFA's help to obtain the release of a player playing abroad may only do so under the following two conditions:
  - a) The association at which the player is registered has been asked to intervene without success.
  - b) The case is submitted to FIFA at least five days before the day of the match for which the player is needed.



#### **4. Injured players**

A player who due to injury or illness is unable to comply with a call-up from the association that he is eligible to represent on the basis of his nationality shall, if the association so requires, agree to undergo a medical examination by a doctor of that association's choice. If the player so wishes, such medical examination shall take place on the territory of the association at which he is registered.

#### **5. Restrictions on playing**

A player who has been called up by his association for one of its representative teams is, unless otherwise agreed by the relevant association, not entitled to play for the club with which he is registered during the period for which he has been released or should have been released pursuant to the provisions of this annexe, plus an additional period of five days.

#### **6. Disciplinary measures**

Violations of any of the provisions set forth in this annexe shall result in the imposition of disciplinary measures to be decided by the FIFA Disciplinary Committee based on the FIFA Disciplinary Code.

# ANNEXE

## Rules for the employment of coaches



### 1. Scope

1. This annexe lays down rules concerning contracts between coaches and professional clubs or associations.
2. This annexe applies to coaches that are:
  - a) paid more for their coaching activity than the expenses they effectively incur; and
  - b) employed by a professional club or an association.
3. This annexe applies equally to football and futsal coaches.
4. Each association shall include in its regulations appropriate means to protect contractual stability between coaches and clubs or associations, paying due respect to mandatory national law and collective bargaining agreements.

### 2. Employment contract

1. A coach must have a written contract with a club or an association, executed on an individual basis.
2. A contract shall include the essential elements of an employment contract, such as *inter alia* the object of the contract, the rights and obligations of the parties, the status and occupation of the parties, the agreed remuneration, the duration of the contract and the signatures of each party.





3. Any employment contract that is concluded following the provision of football agent services shall specify the football agent's name, their client, their FIFA licence number and their signature, in accordance with the FIFA Football Agent Regulations.
4. The validity of a contract may not be made subject to:
  - a) the granting of a work or residence permit;
  - b) the requirement to hold a specific coaching licence; or
  - c) other requirements of an administrative or regulatory nature.
5. In their employment process, clubs and associations must act with due diligence in order to ensure that the coach meets the necessary requirements to be engaged (e.g. holding the required coaching licence) and performs their duties.
6. Contractual clauses granting the club or the association additional time to pay the coach amounts that have fallen due under the terms of the contract ("grace periods") shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

### **3. Respect of contracts**

A contract may only be terminated upon expiry of its term or by mutual agreement.

### **4. Terminating a contract with just cause**

1. A contract may be terminated by either party without the payment of compensation where there is just cause.
2. Any abusive conduct of a party aimed at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty to terminate the contract with just cause.

## 5. Terminating a contract with just cause for outstanding salaries

1. In the case of a club or association unlawfully failing to pay a coach at least two monthly salaries on their due dates, the coach will be deemed to have a just cause to terminate their contract, provided that they have put the debtor club or association in default in writing and granted a deadline of at least 15 days for the debtor club or association to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.
2. For any salaries of a coach which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the coach to terminate their contract, subject to compliance with the notice of termination as per paragraph 1 above.
3. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail.

## 6. Consequences of terminating a contract without just cause

1. In all cases, the party in breach shall pay compensation.
2. Unless otherwise provided for in the contract, compensation for the breach shall be calculated as follows:

### Compensation due to a coach

- a) In case the coach did not sign any new contract following the termination of their previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.
- b) In case the coach signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the coach shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the residual value of the prematurely terminated contract.



- c) Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail.

### Compensation due to a club or an association

- d) Compensation shall be calculated on the basis of the damages and expenses incurred by the club or the association in connection with the termination of the contract, giving due consideration, in particular, to the remaining remuneration and other benefits due to the coach under the prematurely terminated contract and/or due to the coach under any new contract, the fees and expenses incurred by the former club (amortised over the term of the contract), and the principle of the specificity of sport.

3. Entitlement to compensation cannot be assigned to a third party.

4. Any person subject to the FIFA Statutes who acts in a manner designed to induce a breach of contract between a coach and a club or association shall be sanctioned.

## 7. Overdue payables

1. Clubs and associations are required to comply with their financial obligations towards coaches as per the terms stipulated in the contracts signed with their coaches.

2. Any club or association found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned in accordance with paragraph 4 below.

3. In order for a club or an association to be considered to have overdue payables in the sense of the present article, the creditor coach must have put the debtor club or association in default in writing and have granted a deadline of at least ten days for the debtor club or association to comply with its financial obligation(s).

4. Within the scope of its jurisdiction, the Football Tribunal may impose the following sanctions:

- a) a warning;
- b) a reprimand;
- c) a fine.

5. The sanctions provided for in paragraph 4 above may be applied cumulatively.

6. A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.
7. The terms of the present article are without prejudice to the payment of compensation in accordance with article 6 paragraph 2 above in the event of unilateral termination of the contractual relationship.

## **8. Consequences for failure to pay relevant amounts in due time**

1. When:
- a) the Football Tribunal orders a party (a club, a coach or an association) to pay another party (a club, a coach or an association) a sum of money (outstanding amounts or compensation), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision;
  - b) parties to a dispute accept (or do not reject) a proposal made by the FIFA general secretariat pursuant to the Procedural Rules Governing the Football Tribunal, the consequences of the failure to pay the relevant amounts in due time shall be included in the confirmation letter.
2. Such consequences shall be the following:
- a) Against a club: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods, subject to paragraph 7 below.
  - b) Against an association: a restriction on receiving a percentage of development funding, up until the due amounts are paid, subject to paragraph 7 below.
  - c) Against a coach: a restriction on any football-related activity up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months, subject to paragraph 7 below.
3. Such consequences may be excluded where the Football Tribunal has been informed that the debtor club or association was subject to an insolvency-related event pursuant to the relevant national law and is legally unable to comply with an order.
4. Where such consequences are applied, the debtor must pay the full amount (including all applicable interest) due to the creditor within 45 days of notification of the decision.
5. The 45-day time limit shall commence from notification of the decision or confirmation letter.



- a) The time limit is paused by a valid request for grounds of the decision. Following notification of the grounds of the decision, the time limit shall recommence.
- b) The time limit is also paused by an appeal to the Court of Arbitration for Sport.

6. The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.

7. Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:

- a) the creditor may request that FIFA enforce the consequences;
- b) upon receipt of such request, FIFA shall inform the debtor that the consequences shall apply;
- c) the consequences shall apply immediately upon notification by FIFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first “entire” registration period for the purposes of paragraph 2 a);
- d) the consequences may only be lifted in accordance with paragraph 8 below.

8. Where the consequences are enforced, the debtor must provide proof of full payment (including all applicable interest) to FIFA, for the consequences to be lifted.

- a) Upon receipt of the proof of payment, FIFA shall immediately request that the creditor confirm receipt of full payment within five days.
- b) Upon receipt of confirmation from the creditor, or after expiry of the time limit in the case of no response, FIFA shall notify the parties that the consequences are lifted.
- c) The consequences shall be lifted immediately upon notification by FIFA.
- d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving.

9. For the avoidance of doubt, the provisions set out in article 25 apply equally to this annexe.

# ANNEXE

## International transfer of players and transfer matching system



### TITLE I. GENERAL RULES

#### 1. Objectives

1. The transfer matching system (TMS) is designed to fulfil the objectives of the football transfer system.
2. TMS also has the following specific objectives:
  - a) to monitor and regulate the procedure for the international transfers of players;
  - b) to provide football authorities with information concerning the football transfer system;
  - c) to increase the transparency, efficiency and credibility of the international football transfer system;
  - d) to clearly distinguish between the different payments in relation to international player transfers; and
  - e) to guarantee the protection of minors.

#### 2. Scope

1. This annexe governs the procedure for the international transfer of players in TMS.



2. It is mandatory for associations and clubs to use TMS for the international transfer of professional and amateur players in eleven-a-side football.
3. FIFA provides free access to TMS to associations and clubs. No one shall be charged for any activity performed in TMS.

## TITLE II. TMS USERS

### 3. General provisions

1. In the context of the international transfer of players, TMS users will be authorised to perform actions in TMS on behalf of a club or an association, in line with the permissions granted to each of them by FIFA.
2. The FIFA general secretariat is authorised to perform actions provided for in this annexe.

### 4. Procedure to obtain access to TMS

1. Only users authorised by FIFA shall have access to TMS.

#### Associations

2. To access TMS for the first time, an association shall appoint at least two TMS users, who shall undergo training provided by FIFA.
3. An association may appoint a new TMS user at any time. The new TMS user shall be trained by an existing authorised TMS user of the association. Upon completion of the training, the association shall submit a new user request via TMS.

#### Clubs

4. To access TMS for the first time, a club shall appoint at least one TMS user, who shall undergo training provided by the association to which the club is affiliated. Upon completion of the training, the association shall submit a new user request via TMS.
5. A club may appoint a new TMS user at any time. The new TMS user shall be trained by an existing authorised TMS user of the club, or in the absence of any existing TMS users, by the association to which the club is affiliated. Upon completion of the training, the association shall submit a new user request via TMS.

## 5. TMS user requirements

1. To be eligible as a TMS user, an individual:
  - a) shall be a direct employee of the relevant club or association. In the absence of employees, a volunteer or executive member could be permissible;
  - b) shall be trained to use TMS by a TMS user of the relevant association or club, or by completing the TMS e-learning training programme;
  - c) shall have basic computer skills;
  - d) shall have a good working knowledge of at least one of the following official FIFA languages: English, French or Spanish;
  - e) shall pass a background check run by FIFA, ensuring in particular that the prospective user has never been convicted of a criminal charge regarding matters related to: organised crime, drug trafficking, corruption, bribery, money laundering, tax evasion, fraud, match manipulation, misappropriation of funds, conversion, breach of fiduciary duty, forgery, legal malpractice, sexual abuse, violent crimes, harassment, exploitation of child or vulnerable young adult trafficking, and/or similar;
  - f) cannot be an active TMS user for more than one organisation at the same time;
  - g) cannot hold any position or perform any activity that could generate a conflict of interest;
  - h) cannot be a professional football player;
  - i) cannot be a football agent;
  - j) shall provide a personal email address (corporate if possible) that is not general or shared; and
  - k) shall be 18 years of age or older.
  
2. An association may define additional minimum requirements for TMS users within its jurisdiction.

## TITLE III. OBLIGATIONS

### 6. General obligations: clubs and associations

1. Clubs and associations are responsible for all actions undertaken by their respective appointed TMS users.





2. Clubs and associations shall always:
- a) act in good faith;
  - b) abide by the FIFA Statutes and all FIFA regulations;
  - c) inform FIFA of any suspected breaches of FIFA regulations;
  - d) maintain confidentiality over all data in TMS, apply the highest degree of care to guarantee complete confidentiality and only use confidential data for the purpose of completing player transfers in which they are directly involved;
  - e) ensure that only their authorised TMS users may access TMS on their behalf;
  - f) check TMS at regular intervals to ensure they are in a position to comply with their obligations at all time;
  - g) perform pending actions in TMS without delay;
  - h) ensure that they have all of the necessary equipment, training and know-how to fulfil their obligations;
  - i) use TMS only for the purposes set out in the FIFA regulations;
  - j) ensure that the email address of any authorised TMS user is valid and always kept up to date;
  - k) request the deactivation of an account of an authorised TMS user who is no longer authorised to use TMS on their behalf;
  - l) ensure that all information entered is true and correct;
  - m) ensure that all documents uploaded in TMS are authentic, complete and legible. Documents uploaded shall conform to the type requested (e.g. an “employment contract” shall not be uploaded in the “transfer agreement” section). Documents shall be uploaded in PDF format; and
  - n) if requested by the FIFA general secretariat, upload a translation of a document (or an excerpt thereof) into one of the following official languages of FIFA: English, French or Spanish.
3. To ensure that clubs and associations are fulfilling their obligations in respect of this annexe, the FIFA general secretariat shall investigate matters in relation to international transfers. Clubs and associations shall collaborate in the event of an investigation being carried out by FIFA concerning international transfers of players and the clubs’ and associations’ use of TMS. In particular, they shall collaborate to establish the facts and comply, within the granted deadline, with requests for any documents, information or any other materials of any nature held by them or, if not held by them, which they are entitled to obtain within the time limits established by FIFA.

## 7. Specific obligations: clubs

Clubs with access to TMS shall:

- a) always have at least one TMS user;
- b) ensure that their contact details (postal address, telephone, and email address) are valid and always kept up to date;
- c) ensure that their own bank account details are valid and always kept up to date;
- d) enter and confirm transfer instructions and (where applicable) ensure that the required information matches (cf. art. 10 of this annexe); and
- e) declare all payments made in the context of an international transfer.

## 8. Specific obligations: associations

### 1. Associations shall:

- a) monitor the activity of their affiliated clubs in TMS to verify compliance with this annexe, and inform FIFA about any potential infringements;
- b) always have at least two authorised TMS users;
- c) provide their affiliated clubs with ongoing TMS training;
- d) ensure that their contact details (postal address, telephone number and email address) and the those of their affiliated clubs are valid and always kept up to date;
- e) ensure that their bank account details are valid and always kept up to date;
- f) enter the training category of their affiliated clubs;
- g) ensure that their affiliated clubs and registered players are assigned a FIFA ID and, when required, resolve duplicate entries concerning their affiliated clubs and registered players without delay;
- h) confirm or reject newly created players (cf. art. 13 of this annexe);
- i) carry out the ITC procedure (cf. art. 11 of this annexe);
- j) enter transfers of amateur players on behalf of affiliated clubs that do not have access to TMS (cf. art. 10 of this annexe); and
- k) enter all required data related to dates of competitions periods, seasons and registration periods, as applicable (cf. article 6 of these regulations) at least 12 months before the first match of the relevant season in the following categories of competition, where applicable;
  - i. Male professional competitions



- ii. Female professional competitions
- iii. Amateur competitions (female and male)

2. An association may modify in TMS the dates for a registration period that has already been entered in TMS prior to its commencement. The said modification shall be notified to FIFA. Once a registration period has commenced, no modification of its dates is permitted.

## 9. FIFA's role

The FIFA general secretariat is responsible for:

- a) assisting TMS users with technical and regulatory issues;
- b) managing the access of TMS users;
- c) providing ongoing education and support to associations and clubs;
- d) entering in TMS any sanctions against a club or association;
- e) managing any special procedures identified in this annexe;
- f) investigating possible infringements of FIFA regulations related to the use of TMS; and
- g) imposing administrative sanctions for breaches of this annexe (cf. art. 17 of this annexe).

## TITLE IV. PROCESS FOR TRANSFERRING A PLAYER

### 10. Clubs: creating transfer instructions

1. When creating a transfer instruction, clubs shall enter information and upload supporting documents concerning:

- a) the instruction type;
- b) the player being transferred;
- c) the details of the transfer; and
- d) the parties involved in the transfer.

2. Clubs shall indicate if the transfer instruction refers to:

- a) engaging a player or releasing a player;
- b) whether the transfer is permanent or a loan;

- c) whether the player will be a professional or an amateur with the new club; and
- d) if related to an earlier loan transfer instruction, whether there is:
  - i. a return from loan;
  - ii. a loan extension;
  - iii. a loan being converted into a permanent transfer; or
  - iv. a loan conclusion (i.e. the loan agreement between the clubs has ended and the player's employment contract with the former club has also ended).

3. Concerning the player being transferred, clubs shall enter the following information as applicable, depending on the transfer instruction type:

- a) Status (amateur or professional) with the former club;
- b) Name, nationality(ies), date of birth and gender;
- c) For loans, whether the player is a club-trained player (cf. definition 31 of these regulations) and whether the loan occurs before the end of the season of the former club at which the professional turns 21;
- d) Start and end dates of the employment contract with the former club;
- e) Start and end dates of the employment contract with the new club;
- f) Fixed remuneration set out in the employment contract with the new club; and
- g) The reason for termination of the employment contract with the former club.

4. With respect to the details of the transfer, clubs shall enter the following information as applicable, depending on the transfer instruction type:

- a) Whether there is a transfer agreement with the former club; for the avoidance of doubt, this includes any agreement where the former club waives its right to receive training rewards in exchange for another payment in line with art. 10. par. 4 d) of this annexe;
- b) The date of execution of the transfer agreement;
- c) The start and end dates of the loan agreement;
- d) Whether the transfer is performed against any of the following types of payment:
  - i. fixed transfer fee, including the amount and date of instalments, if any;
  - ii. release (buy-out) fee, including the amount and date of instalments, if any;



- iii. conditional transfer fee, including the amount and details of conditions;  
or
- iv. sell-on fee, including the percentage.
- e) Payment currency;
- f) Club bank account details; and
- g) A declaration on influence and third-party ownership of the player's economic rights (cf. arts. 18bis and 18ter of these regulations).

**5.** With respect to the parties involved in the transfer, clubs shall enter the following information as applicable:

- a) the player's former club;
- b) the player's former association;
- c) the player's new club;
- d) the player's new association;
- e) the club football agent's name, service fee and any other fee paid to the football agent; and
- f) the player's football agent's name.

**6.** Clubs are obliged to upload the following mandatory supporting documents regarding the information that has been entered in TMS as applicable, depending on the transfer instruction type:

- a) The new club:
  - i. Proof of the player's identity (passport or national identity card).
  - ii. Proof of the end date of the player's last employment contract and the reason for its termination.
  - iii. The player's employment contract with the new club.
  - iv. The transfer agreement (whether permanent or loan) between the new club and the former club. Where applicable, a copy of any amendments shall be uploaded in TMS as soon as they have been concluded.
  - v. A copy of the representation agreement entered into with a football agent, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.
  - vi. A copy of any other agreement entered into with a football agent other than a representation agreement, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.

- b) The former club:
- i. Where third-party ownership of the player's economic rights has been declared (cf. article 10.4 g) of this annexe), the agreement with the third party.
  - ii. For loans, proof that the professional is a club-trained player (cf. art. 10 par. 3 c) of this annexe).
  - iii. A copy of the representation agreement signed with a football agent, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.
  - iv. A copy of any agreement entered into with a football agent other than a representation agreement, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.

7. Once all of the relevant information has been entered and the mandatory documents have been uploaded, the club(s) shall confirm the transfer in TMS without delay and before the end of the new association's registration period (subject to the exceptions in art. 6 of these regulations).

8. For international transfers with a transfer agreement (whether permanent or on loan), both clubs shall:

- a) independently of each other, enter and confirm the transfer instruction as soon as the agreement has been concluded;
- b) ensure that the required information matches; and
- c) collaborate to resolve any matching exceptions.

9. This article also applies to associations entering the transfer of an amateur player on behalf of an affiliated club without access to TMS.

## 11. Associations: ITC procedure and player registration

1. Once a transfer instruction has been created (cf. art. 10 of this annexe) and (if applicable) the player has been confirmed (cf. art. 13 of this annexe):

- a) the new association will be notified in TMS that the transfer instruction is awaiting an ITC request;
- b) upon receipt of this notification, the new association will be able to request in TMS that the former association deliver an ITC for the player;
- c) at the very latest, the ITC shall be requested on the last day of the new association's registration period for the transfer to occur during that registration period. An ITC requested after the close of the relevant registration period of the new association (subject to the exceptions in art. 6 of these regulations) will go into validation exception status (cf. art. 14 par. 1 c) of this annexe); and



d) for the international transfer of minors, an ITC may only be requested if the corresponding minor application has been approved by the Football Tribunal or if the player is being registered under a valid limited minor exemption (cf. art. 19 of these regulations).

2. Where the player was a professional at his former club, upon notification of the ITC request, the former association shall immediately request the former club to confirm whether or not:

- a) the employment contract has expired; or
- b) an early termination was mutually agreed.

3. Within seven days of the ITC request, the former association shall either:

- a) deliver the ITC to the new association; or
- b) reject the ITC request, select the reason for the rejection, and upload a duly signed supporting statement. A rejection may only be made where:
  - i. an employment contract between the former club and the professional player is considered to be still in force; or
  - ii. there has been no mutual agreement regarding its early termination.

4. When delivering an ITC, the former association shall upload a copy of any relevant documentation pertaining to disciplinary sanctions imposed on a player and, if applicable, their extension to have worldwide effect (cf. art. 12 of these regulations).

5. Upon delivery of the ITC, the new association shall confirm its receipt, enter the relevant player registration information in TMS and register the player in its electronic registration system without delay.

6. If the former association fails to respond to the ITC request within seven days, the new association will be able to register the player with the new club and enter the relevant player registration information in TMS.

7. The new association shall only confirm the ITC receipt (cf. par. 5 above) or confirm registration in TMS (cf. par. 6 above) if the player is to be registered with the new club.

8. If the former association rejects the ITC request, the new association shall:

- a) accept the rejection, in which case the transfer will be cancelled; or
- b) dispute the rejection, in which case the transfer will go into validation exception status. In such a case, upon request of the new association, the FIFA Football Tribunal may authorise the player registration without prejudice to any claim being lodged with FIFA in accordance with article 22 of these regulations.

9. A player is not eligible to play for his new club until the new association has either:
- a) confirmed receipt of the ITC, entered the player registration information in TMS and registered the player in its electronic registration system; or
  - b) registered the player in its electronic registration system and entered the player registration information in TMS following:
    - i. no response to the ITC request within seven days; or
    - ii. authorisation from the FIFA Football Tribunal to register the player.
10. All registrations described in paragraph 9 above have the same effect and are equally valid.

## 12. Payments

1. Clubs shall declare all club-to-club payments made in the context of an international transfer (cf. art. 11 par. 4 of the FIFA Clearing House Regulations). When declaring the execution of a payment, the new club shall upload the relevant proof of payment in TMS within 30 days of each payment.
2. Where a club-to-club payment is no longer due, clubs shall request the forced closure of the transfer without delay.
3. Clubs shall declare any payments made in relation to any representation agreement entered into with a football agent. When declaring the execution of a payment, the relevant club shall upload the relevant proof of payment in TMS within 14 days of each payment.
4. Clubs shall declare any payments made in relation to any agreement entered into with a football agent other than a representation agreement. When declaring the execution of a payment, the relevant club shall upload the relevant proof of payment in TMS within 14 days of each payment.

## TITLE V. SPECIAL PROCEDURES

### 13. Player confirmation

1. If the player being transferred does not exist in TMS, the club that first enters the transfer instruction in TMS shall create his profile. The same applies to associations entering transfer instructions of amateur players on behalf of their affiliated clubs that do not have access to TMS.





2. The ITC procedure will only be initiated once the newly created player details have been verified, corrected if required and confirmed by the former association. By confirming the player, the former association confirms that the player was last registered with it and that his identity details (name, nationality, date of birth and gender) are correct.
3. The former association shall reject the newly created player if the player is not registered with it at the time of the transfer.
4. The player confirmation procedure shall be carried out without delay.

## **14. Validation exceptions**

1. A validation exception may be triggered in the following cases:
  - a) the player is less than 18 years old and the corresponding minor application has not yet been accepted;
  - b) the new club is serving a ban on registering new players;
  - c) the new club and/or the former club has exceeded the loan limitations (cf. art. 10 of these regulations);
  - d) the date of the ITC request is outside the new association's registration period, and no exception under art. 6 of these regulations applies; or
  - e) the ITC request has been rejected by the former association and the rejection has been disputed by the new association.
2. Any requests for intervention in a validation exception shall be submitted via TMS. Upon request from the association concerned, the FIFA general secretariat will assess the request and, if necessary, refer the matter to the Players' Status Chamber of the Football Tribunal. Any such request and any supporting documentation shall be provided only in one of the following official languages of FIFA: English, French or Spanish. Each case is assessed individually on its own merits.

## **15. Cancellation**

1. As a general rule, a transfer instruction containing incorrect information shall be cancelled.
2. The club(s), or the new association acting on behalf of a club in an amateur transfer, may cancel a transfer instruction prior to an ITC request.

3. Once an ITC has been requested, only the relevant association(s) may request the cancellation in TMS, indicate the reason for cancellation and specify the correct information.
4. In such a case, the counter association shall accept or dispute the cancellation request.
  - a) If it accepts the request, the transfer will be cancelled; or
  - b) If it disputes the request, the relevant association shall upload a supporting statement in TMS and contact the FIFA general secretariat to resolve the dispute.

## TITLE VI. ENFORCEMENT

### 16. General

1. Sanctions shall be imposed on clubs and associations that violate the provisions contained in this annexe, including violations committed by their TMS users.
2. The FIFA general secretariat is responsible for investigating any violation of the provisions contained in this annexe.
3. The FIFA Disciplinary Committee is responsible for sanctioning violations of the provisions contained in this annexe in accordance with the FIFA Disciplinary Code.

### 17. Administrative sanction procedure

1. Without prejudice to the competence of the FIFA Disciplinary Committee, the FIFA general secretariat has the competence to impose sanctions within the administrative sanction procedure (ASP) as set out below.
2. The ASP deals with infringements of this annexe that are of a primarily technical or administrative nature.
3. If such an infringement is detected, the following procedure will take place:
  - a) The FIFA general secretariat will contact the association or club to identify the infringement, request a statement or any other relevant information within a defined deadline and, if applicable, request that the infringing behaviour be corrected.



- b) Upon receipt of the statement or relevant information or upon expiry of the time limit to do so, the FIFA general secretariat may issue an administrative sanction letter containing a sanction, if applicable.
- c) The party may accept the sanction or reject it and, in this case, request the opening of disciplinary proceedings before the FIFA Disciplinary Committee. If the party accepts the sanction, the latter will be enforceable from the date of acceptance.
- d) If the party accepts the sanction, complies with it (where applicable) and corrects the infringing behaviour within the time limits to do so, the matter will be closed.
- e) If the party fails to respond to the administrative sanction letter, responds inconsistently or incompletely and/or does not correct the infringing behaviour and/or does not comply with the sanction, the matter will be referred to the FIFA Disciplinary Committee for evaluation and decision.

**4.** Without prejudice to any further sanction imposed by the FIFA Disciplinary Committee, the sanctions that may be imposed through the ASP are:

- a) a warning;
- b) a reprimand; or
- c) a fine of up to CHF 30,000.

## **18. Time limits and means of notification**

Letters or decisions notified by the FIFA general secretariat to a party through TMS or to the email address provided by a party in TMS are considered a valid means of communication and are sufficient to establish time limits.

# ANNEXE

## Training compensation



### 1. Objective

1. A player's training and education takes place between the ages of 12 and 23. Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, training compensation shall be payable until the end of the calendar year in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the player actually completed his training.
2. The obligation to pay training compensation is without prejudice to any obligation to pay compensation for breach of contract.

### 2. Payment of training compensation

1. Training compensation is due when:
  - a) a player is registered for the first time as a professional; or
  - b) a professional is transferred between clubs of two different associations (whether during or at the end of his contract)before the end of the calendar year of his 23<sup>rd</sup> birthday.



2. Training compensation is not due if:
  - a) the former club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or
  - b) the player is transferred to a category 4 club; or
  - c) a professional reacquires amateur status on being transferred.
3. For cases governed by the FIFA Clearing House Regulations, payment of training compensation shall be made in accordance with the FIFA Clearing House Regulations.

### **3. Responsibility to pay training compensation**

1. On registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the calendar year of his 12<sup>th</sup> birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club.
2. In both of the above cases, the deadline for payment of training compensation is 30 days following the registration of the professional with the new association.
3. An association is entitled to receive the training compensation which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – with which the professional was registered and trained – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This compensation shall be reserved for youth football development programmes in the association(s) in question.

### **4. Training costs**

1. In order to calculate the compensation due for training and education costs, associations are instructed to divide their clubs into a maximum of four categories in accordance with the clubs' financial investment in training players. The training costs are set for each category and correspond to the amount needed to train one player for one year multiplied by an average "player factor", which is the ratio of players who need to be trained to produce one professional player.

2. The training costs, which are established on a confederation basis for each category of club, as well as the categorisation of clubs for each association, are published on the FIFA website (www.FIFA.com). They are updated at the end of every calendar year. Associations are required to keep the data regarding the training category of their clubs inserted in TMS up to date at all times (cf. Annexe 3).

## 5. Calculation of training compensation

1. As a general rule, to calculate the training compensation due to a player's former club(s), it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself.
2. Accordingly, the first time a player registers as a professional, the training compensation payable is calculated by taking the training costs of the new club multiplied by the number of years of training, in principle from the calendar year of the player's 12<sup>th</sup> birthday to the calendar year of his 21<sup>st</sup> birthday. In the case of subsequent transfers, training compensation is calculated based on the training costs of the new club multiplied by the number of years of training with the former club.
3. To ensure that training compensation for very young players is not set at unreasonably high levels, the training costs for players for the calendar years of their 12<sup>th</sup> to 15<sup>th</sup> birthdays (i.e. four calendar years) shall be based on the training and education costs of category 4 clubs.
4. The Dispute Resolution Chamber may review disputes concerning the amount of training compensation payable and shall have discretion to adjust this amount if it is clearly disproportionate to the case under review.

## 6. Special provisions for the EU/EEA

1. For players moving from one association to another inside the territory of the EU/EEA, the amount of training compensation payable shall be established based on the following:
  - a) If the player moves from a lower to a higher category club, the calculation shall be based on the average training costs of the two clubs.
  - b) If the player moves from a higher to a lower category club, the calculation shall be based on the training costs of the lower-category club.



2. Inside the EU/EEA, the final calendar year of training may occur before the calendar year of the player's 21<sup>st</sup> birthday if it is established that the player completed his training before that time.
3. If the former club does not offer the player a contract, no training compensation is payable unless the former club can justify that it is entitled to such compensation. The former club must offer the player a contract in writing via registered post at least 60 days before the expiry of his current contract, subject to the temporary exception below. Such an offer shall furthermore be at least of an equivalent value to the current contract. This provision is without prejudice to the right to training compensation of the player's previous club(s).
  - i. The contract offer may be made by electronic mail, provided that the former club obtains confirmation from the player that he has received a copy of said offer and can provide such confirmation in case of any dispute.

## **7. Disciplinary measures**

The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this annexe.

# ANNEXE

## Solidarity mechanism



### 1. Solidarity contribution

1. If a professional moves during the course of a contract, 5% of any compensation paid within the scope of this transfer, not including training compensation paid to his former club, shall be deducted from the total amount of this compensation and distributed by the new club as a solidarity contribution to the club(s) involved in his training and education over the years. This solidarity contribution reflects the number of years (calculated pro rata if less than one year) he was registered with the relevant club(s) between the calendar years of his 12<sup>th</sup> and 23<sup>rd</sup> birthdays, as follows:

- a) Calendar year of 12<sup>th</sup> birthday: 5% of 5% of any compensation
- b) Calendar year of 13<sup>th</sup> birthday: 5% of 5% of any compensation
- c) Calendar year of 14<sup>th</sup> birthday: 5% of 5% of any compensation
- d) Calendar year of 15<sup>th</sup> birthday: 5% of 5% of any compensation
- e) Calendar year of 16<sup>th</sup> birthday: 10% of 5% of any compensation
- f) Calendar year of 17<sup>th</sup> birthday: 10% of 5% of any compensation
- g) Calendar year of 18<sup>th</sup> birthday: 10% of 5% of any compensation
- h) Calendar year of 19<sup>th</sup> birthday: 10% of 5% of any compensation
- i) Calendar year of 20<sup>th</sup> birthday: 10% of 5% of any compensation
- j) Calendar year of 21<sup>st</sup> birthday: 10% of 5% of any compensation
- k) Calendar year of 22<sup>nd</sup> birthday: 10% of 5% of any compensation
- l) Calendar year of 23<sup>rd</sup> birthday: 10% of 5% of any compensation





2. A training club is entitled to receive (a proportion of) the 5% solidarity contribution in the following cases:
- a) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to different associations;
  - b) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to the same association, provided that the training club is affiliated to a different association.

## **2. Payment procedure**

1. For cases not governed by the FIFA Clearing House Regulations, the new club shall pay the solidarity contribution to the training club(s) pursuant to the above provisions no later than 30 days after the player's registration or, in case of contingent payments, 30 days after the date of such payments.
2. For cases not governed by the FIFA Clearing House Regulations, it is the responsibility of the new club to calculate the amount of the solidarity contribution and to distribute it in accordance with the player's career history as provided in the player passport. The player shall, if necessary, assist the new club in discharging this obligation.
3. For cases governed by the FIFA Clearing House Regulations, payment of solidarity contribution shall be made in accordance with the FIFA Clearing House Regulations.
4. An association is entitled to receive the proportion of solidarity contribution which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – which was involved in the professional's training and education – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This solidarity contribution shall be reserved for youth football development programmes in the association(s) in question.
5. The Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this annexe.

# ANNEXE

## Rules for the Status and Transfer of Futsal Players



### 1. Scope

1. The Rules for the Status and Transfer of Futsal Players are an integral part of these regulations.
2. These rules establish global and binding provisions concerning the status of futsal players, their eligibility to participate in organised futsal, and their transfer between clubs belonging to different associations.
3. These rules shall apply equally to men, women, amateurs and professionals unless expressly provided for otherwise in this annexe.
4. The transfer of futsal players between clubs belonging to the same association is governed by specific regulations issued by the association concerned. These regulations shall include:
  - a) appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements, as well as the principles in article 1 paragraph 3 b) of these regulations; and
  - b) specific rules for the settlement of disputes between futsal clubs and players.
5. The following provisions in these regulations are binding for futsal at national level and shall be included, without modification, in the association's regulations: articles 2-8, 10, 11, 12bis, 18, 18 paragraph 7 (unless more favourable conditions are available pursuant to national law), 18bis, 18ter, 18quater (unless more favourable conditions are available pursuant to national law), 19 and 19bis.



## 2. Release of futsal players to association teams

1. Article 1ter of Annexe 1 of these regulations is binding.
2. A player may only represent one association in both futsal and eleven-a-side football. Any player who has already participated in a match (either in full or in part) in an official competition of any category or any type of football for one association may not play an international match for a representative team of another association.

This provision is subject to the exception in article 9 of the Regulations Governing the Application of the Statutes.

## 3. Registration of futsal players

1. A futsal player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2 of these regulations. Only registered players are eligible to participate in organised futsal. By the act of registering, a futsal player agrees to abide by the FIFA Statutes and regulations, as well as the statutes and regulations of the relevant confederation and association.
2. A futsal player may only be registered for one futsal club at a time. A futsal player may, however, also be registered for one eleven-a-side club at the same time. It is not necessary for the futsal and the eleven-a-side club to be affiliated to the same association.
3. A futsal professional player under contract with an eleven-a-side club may sign another professional contract with a different futsal club only if he obtains written approval from the eleven-a-side club employing him, and vice-versa.
4. Futsal players may be registered with a maximum of three futsal clubs during one season. During this period, the player is only eligible to play official matches for two futsal clubs. As an exception to this rule, a futsal player moving between two futsal clubs belonging to associations with overlapping seasons (i.e. the start of the season is in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third futsal club during the relevant season, provided he has fully complied with his contractual obligations towards his previous futsal clubs. Equally, the provisions relating to the registration periods (article 6 of these regulations) as well as to the minimum length of a contract (article 18 paragraph 2 of these regulations) must be respected.

5. Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a futsal player may not play official matches for more than two clubs competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of member associations.

## **4. Respect of contract**

1. A contract between a professional futsal player and a futsal club may only be terminated upon expiry of its term or by mutual agreement.
2. The provisions applicable to the maintenance of contractual stability are set out in articles 13-18 of these regulations.

## **5. International transfer of futsal players**

### **5.1 Principles**

1. A futsal player registered with a futsal club affiliated to an association may only be registered with a futsal club affiliated to a different association after:
- a) the International Futsal Transfer Certificate (IFTC) has been requested by the new association;
  - b) the IFTC has been delivered by the former association;
  - c) the IFTC has been received by the new association; and
  - d) the new association has registered the player in their electronic registration system.
2. The above principle applies to all international transfer of professional and amateur futsal players.
3. A futsal player is not eligible to play for his new futsal club until all the conditions in paragraph 1 above are met, where applicable.
4. An IFTC is not required for a futsal player under the age of ten.
5. Clubs and associations shall always:
- a) act in good faith;
  - b) abide by the FIFA Statutes and all FIFA regulations; and
  - c) ensure that all information provided is true and correct.



## 5.2 Transfer process: IFTC procedure and futsal player registration

1. The new futsal club shall submit an application to its association to register a futsal player during one of the registration periods established by that association, subject to the exception in article 6 of these regulations.

The relevant application shall be accompanied, if applicable, by:

- a) a copy of the employment contract between the new futsal club and the futsal player; and
- b) a copy of the transfer agreement (whether permanent or on loan) concluded between the new and the former futsal clubs.

2. Upon receipt of the application, the new association shall immediately request that the former association deliver an IFTC for the futsal player ("IFTC request"). The IFTC request shall be accompanied by the documentation established in paragraph 1 above, if applicable.

3. At the very latest, the IFTC must be requested on the last day of the relevant registration period of the new association for the transfer to occur during that registration period.

4. In the case of an international transfer of a futsal player who had professional status at his former futsal club, upon receipt of the IFTC request, the former association shall immediately request that the former futsal club and the futsal player confirm whether:

- a) the employment contract has expired;
- b) an early termination was mutually agreed; or
- c) there is a contractual dispute.

5. Within seven days of the IFTC request, the former association shall either:

- a) deliver the IFTC to the new association; or
- b) inform the new association in writing that the IFTC cannot be delivered. This may only be the case where:
  - i. an employment contract between the former futsal club and the futsal player has not expired; or
  - ii. there has been no mutual agreement regarding the contract's early termination.

The provision in paragraph b) above applies only to the international transfer of futsal players who had professional status at their former futsal clubs.

6. When delivering an IFTC to the new association, the former association shall also:
- a) attach a copy of the player passport;
  - b) notify the new association in writing of any pending disciplinary sanctions imposed on the futsal player and, if applicable, their extension to have worldwide effect (cf. article 12 of these regulations); and
  - c) lodge a copy of the IFTC with FIFA.
7. The IFTC shall be delivered free of charge without any conditions or time limitation. Any provisions to the contrary shall be null and void.
8. Upon delivery of the IFTC, the new association shall register the player in their electronic registration system.
9. If the former association fails to respond to the IFTC request within 30 days, the new association shall immediately register the futsal player for the new futsal club on a provisional basis (“provisional registration”) and enter the relevant player registration information in the national electronic player registration system. A provisional registration shall become permanent one year after the IFTC request.
10. The former association shall not deliver an IFTC for a futsal player if a contractual dispute on grounds of the circumstances stipulated in paragraph 4 above, has arisen between the former futsal club and the futsal player.
- In such a case, upon request of the new association, FIFA may take provisional measures in exceptional circumstances. In this respect, it will take into account the arguments presented by the former association to justify the rejection of the IFTC. If the Football Tribunal authorises the provisional registration (cf. article 23), the new association shall proceed to register the player. Furthermore, the professional futsal player, the former and/or the new futsal club are entitled to lodge a claim with FIFA in accordance with article 22. The decision on the provisional registration of the player shall be without prejudice to the merits of such possible contractual dispute.
11. The new association may grant the player temporary eligibility to play until the end of the ongoing competition period on the basis of an IFTC sent by fax or email. If the original IFTC is not received by that time, the player's eligibility to play shall be considered definitive.
12. The foregoing rules and procedures apply without distinction to professional and amateur futsal players who, upon moving to their new futsal club, acquire a different status.



### 5.3 Loan of futsal players

1. The rules set out above also apply to the loan of a professional futsal player from a futsal club affiliated to one association to a futsal club affiliated to another association, as well as to his return from loan to his original futsal club, if applicable.
2. A copy of the loan agreement shall accompany the IFTC request (cf. article 5.2 paragraph 2).
3. Upon expiry of the loan period, the association of the futsal club that released the futsal player on loan shall request the IFTC to the association of the futsal club where he is registered on loan. Until the IFTC procedure has not been completed and the association that released the futsal player on loan has re-registered him in their electronic registration system, the futsal player is not eligible to play for his original futsal club.

## 6. Enforcement of disciplinary sanctions

1. A suspension imposed in terms of matches on a player for an infringement committed when playing futsal or in relation to a futsal match shall only affect the player's participation for his futsal club. Similarly, a suspension imposed in terms of matches on a player participating in eleven-a-side football shall only affect the player's participation for his eleven-a-side club.
2. A suspension imposed in terms of days and months shall affect a player's participation for both his futsal as well as his eleven-a-side club, regardless of whether the infringement was committed in eleven-a-side football or futsal.
3. The association with which a futsal player is registered shall notify a suspension imposed in terms of days and months to the second association with which the player may be registered, if the player is registered, at the same time, for a futsal and an eleven-a-side club belonging to two different associations.
4. When delivering an IFTC, the former association shall notify the new association in writing of any pending disciplinary sanctions imposed on a player and, if applicable, their extension to have worldwide effect (cf. article 12 of these regulations).

## 7. Protection of minors

1. International transfers of players are only permitted if the player is over the age of 18. The exceptions to this rule are outlined in article 19 of these regulations.

## 8. Training compensation

The provisions on training compensation as provided for in article 20 and Annexe 4 of the regulations shall not apply to the transfer of players from futsal clubs.

## 9. Solidarity mechanism

The provisions on solidarity mechanism as provided for in article 21 and Annexe 5 of these regulations shall not apply to the transfer of players to and from futsal clubs.

## 10. Competence of FIFA

1. Sanctions shall be imposed on clubs and associations which violate the provisions contained in this annexe.
2. The FIFA general secretariat is responsible for investigating any violation of this annexe.
3. The FIFA Disciplinary Committee is responsible for sanctioning any violation of this annexe, in line with the FIFA Disciplinary Code.
4. Without prejudice to the right of any futsal player, coach, association or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear disputes as stipulated in article 22 of these regulations.
5. The Football Tribunal shall adjudicate on all disputes as stipulated in article 23 of these regulations.





# ANNEXE

## Temporary rules addressing the exceptional situation deriving from the war in Ukraine



### 1. Scope of application

This annexe applies to all employment contracts of an international dimension concluded between players or coaches and clubs affiliated to the Ukrainian Association of Football (UAF) or the Football Union of Russia (FUR), as well as to the registration of all players – regardless of their nationality – previously registered with the UAF.

### 2. Employment contracts of an international dimension with clubs affiliated to the UAF

1. Notwithstanding the provisions of these regulations and unless otherwise agreed between the parties, a contract of an international dimension between a player or a coach and a club affiliated to the UAF can be unilaterally suspended until 30 June 2023 by the player or the coach, provided that a mutual agreement with the club could not be reached before or on 30 June 2022.
2. The minimum length of a contract established under article 18 paragraph 2 of these regulations does not apply to any new contract concluded by the professional whose contract has been suspended in accordance with paragraph 1 above.

### 3. Employment contracts of an international dimension with clubs affiliated to the FUR

1. Notwithstanding the provisions of these regulations and unless otherwise agreed between the parties, a contract of an international dimension between a player or a coach and a club affiliated to the FUR can be unilaterally suspended until 30 June 2023 by the player or the coach, provided that a mutual agreement with the club could not be reached before or on 30 June 2022.
2. The minimum length of a contract established under article 18 paragraph 2 of these regulations does not apply to any new contract concluded by the professional whose contract has been suspended in accordance with paragraph 1 above.

### 4. Consequences of the suspension

A player or coach whose contract has been suspended as per article 2 paragraph 1 or article 3 paragraph 1 above does not commit a breach of contract by signing and registering with a new club. Article 18 paragraph 5 of these regulations does not apply to a professional whose contract has been suspended as per article 2 paragraph 1 or article 3 paragraph 1 above.

### 5. Registration

Notwithstanding the provisions of article 5 paragraph 4 of these regulations, a player whose previous registration was in the UAF or FUR, may be registered with a maximum of four clubs during one season and is eligible to play official matches for three different clubs.

### 6. Registration periods

Notwithstanding the provisions of Annexe 3, in case the UAF or FUR reject an ITC request for a professional within the scope of this annexe, FIFA is competent to immediately authorise the provisional registration of the player at the new association for his new club.



## 7. Protection of minors

Notwithstanding the provisions of article 19 of these regulations, any minors residing in the territory of Ukraine who wish to be registered with a new club shall be automatically deemed to fulfil the requirements of the exception provided in article 19 paragraph 2 a) or d) of these regulations.

## 8. Training compensation

1. No training compensation is due for any player whose previous registration was in the UAF or FUR and whose contract has been suspended in order to be registered with a new club in accordance with this annexe.
2. No entitlement to training compensation will arise for any club not affiliated to the UAF or FUR who has registered a player following the suspension of the player's contract in accordance with this annexe.



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## **Procedural Rules**

# Governing the Football Tribunal

MARCH 2023 EDITION

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# Procedural Rules Governing the Football Tribunal

March 2023 edition





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## Definitions

The definitions in the Regulations on the Status and Transfer of Players, the FIFA Football Agent Regulations and the FIFA Statutes shall apply.

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



# GENERAL PROVISIONS



### Article 1: Scope of application

1. These rules govern the organisation, composition and functions of the Football Tribunal (FT).
2. The FT shall be composed of three chambers:
  - a) the Dispute Resolution Chamber (DRC);
  - b) the Players' Status Chamber (PSC); and
  - c) the Agents Chamber (AC).

### Article 2: Jurisdiction

1. The matters for which each chamber has jurisdiction are provided by specific FIFA regulations.
2. In the event of uncertainty as to which chamber has jurisdiction to decide a matter, the chairperson of the FT will decide.

### Article 3: Applicable law

In their application and adjudication of law, the chambers shall apply the FIFA Statutes and FIFA regulations, whilst taking into account all relevant arrangements, laws, and/or collective bargaining agreements that exist at national level, as well as the specificity of sport.

### Article 4: Composition

1. The chairperson of the FT shall have legal qualifications. They shall be appointed for four years by the FIFA Council.
2. The chairpersons, deputy chairpersons, and members of each chamber shall be appointed for four years by the FIFA Council. The chairpersons and deputy chairpersons of each chamber shall have legal qualifications. The members shall have a professional legal background with relevant football experience.



3. The DRC shall be composed of:
  - a) a chairperson and two deputy chairpersons, at the proposal of FIFA and agreed upon by consensus between the parties mentioned in b) and c) below;
  - b) 15 player representatives, appointed at the proposal of players' associations; and
  - c) 15 club representatives, appointed at the proposal of member associations, clubs and leagues.
4. The PSC shall be composed of:
  - a) a chairperson and one deputy chairperson; and
  - b) the necessary number of members as decided by the FIFA Council, appointed at the proposal of members associations, confederations, players, clubs and leagues.
5. The AC shall be composed of:
  - a) a chairperson and one deputy chairperson; and
  - b) the necessary number of members as decided by the FIFA Council, appointed at the proposal of member associations, confederations, players, clubs, leagues, and football agents.
6. If a vacancy occurs, the FIFA Council may appoint a replacement for the remainder of the term of office. The chairperson of the DRC or the chairperson of the PSC shall deputise for the chairperson of the FT in the latter's absence.

#### Article 5: Independence and conflict of interest

1. The members of the FT are bound by the FIFA Statutes, FIFA regulations and the law.
2. A member of the FT may not take part in deciding a matter if there is any legitimate doubt as to their impartiality and shall disclose any circumstance which might give rise to a conflict of interest. The nationality of a person appointed to decide a matter does not per se constitute a legitimate doubt as to their impartiality.
3. A party is entitled to challenge a member of the FT appointed to decide a matter if it believes that there is a legitimate doubt as to their impartiality. Such challenge shall be filed within five calendar days from the notification of the composition of the relevant chamber for adjudication. The decision on such challenge shall be made by the chairperson of the FT.



### Article 6: Confidentiality

A person appointed to the FT shall maintain strict confidentiality on any case they decide.

### Article 7: Exemption from liability

Neither the persons appointed to the FT nor the FIFA officials acting in an administrative capacity may be held liable for any action or omission relating to any decision or procedure undertaken in accordance with applicable FIFA regulations or these Rules.

### Article 8: Role of the FIFA general secretariat

1. The FIFA general secretariat will provide the administrative organisation and support for the FT.
2. The FIFA general secretariat is empowered to make decisions as provided for in these Rules.



# GENERAL PROCEDURAL RULES





### Article 9: Parties

1. Subject to the relevant FIFA regulations, only the following natural or legal persons may be a party before a chamber:
  - a) member associations;
  - b) clubs affiliated to a member association;
  - c) players;
  - d) coaches;
  - e) single-entity leagues, only for the purposes of the FIFA Football Agent Regulations;
  - f) football agents licensed by FIFA; or
  - g) match agents licensed by FIFA.
2. A party may appoint an authorised representative to act on its behalf in any procedure. It shall provide written authorisation to be represented in the specific procedure.
3. A party is responsible for the conduct of its authorised representative. Authorised representatives are obliged to tell the truth and act in good faith in any procedure.
4. The FIFA general secretariat may, at any stage of a procedure, request the intervention of any natural or legal person as a party in a procedure.

### Article 10: Communications

1. All communications shall be undertaken via the Legal Portal operated by FIFA (Legal Portal) or the Transfer Matching System (TMS).
2. The specific procedural rules shall define which method of communication must be used for the procedure in question. Communications from FIFA to a party by any such method is considered a valid means of communication and sufficient to establish time limits and their observance.
3. Parties must review TMS and the Legal Portal at least once per day for any communications from FIFA. Parties are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review. The contact details indicated in TMS are binding on the party that provided them.



4. Any communication submitted in TMS by a member association on behalf of an affiliated club shall:
  - a) not be subject to the fulfilment of any conditions by the respective club;
  - b) be undertaken by the member association without delay, regardless of whether it agrees with the merits of the communication.

#### Article 11: Time limits

1. For a party that directly receives a communication, the time limit will commence the day after receipt of the relevant communication.
2. For a party that receives a communication via its member association, the time limit will commence four calendar days after receipt of the communication by the member association to which it is affiliated or registered, or on the date of notification of the party by the member association, whichever is sooner.
3. If the last day of a time limit coincides with an official public holiday or a non-working day in the place of domicile of the party required to comply, the time limit will expire at the end of the next working day.
4. A time limit is deemed to have been complied with if the action required or requested has been completed by latest the last day of the time limit at the location of the party's domicile or, if the party is represented, of the domicile of its main legal representative. Submissions and evidence filed outside the relevant time limit shall be disregarded.
5. Time limits are paused from 20 December to 5 January inclusive.
6. Regulatory time limits fixed in these Rules will not be extended. Time limits set by the FIFA general secretariat may be extended upon substantiated request submitted before the expiry of the relevant time limit.

#### Article 12: Procedural rights and obligations

1. A party may file submissions, produce evidence, and examine the case file before any decision is made.
2. A party shall always act in good faith, tell the truth, and cooperate with any request for information made by a chamber or the FIFA general secretariat.



3. The same obligations apply to any natural person or legal person under the jurisdiction of FIFA that is not a party in a procedure but has been requested to contribute to a procedure by a chamber or the FIFA general secretariat.

#### Article 13: Submissions and evidence

1. Any submission to FIFA shall be made in English, Spanish, or French. Any submission to FIFA not made in one of the aforementioned languages will be disregarded.
2. A party that receives a submission made by another party within the scope of a procedure shall maintain strict confidentiality on that submission, unless such disclosure is made to professional advisers or is required by law.
3. Any type of evidence may be produced. A chamber has ultimate discretion as to the weight it gives to evidence. All the evidence upon which a party intends to rely must be filed in the original language and, if applicable, translated into English, Spanish or French.
4. A chamber may consider and rely on any evidence not presented by the parties, including without limitation the evidence generated by or within TMS and/or the Platform.
5. A party that asserts a fact has the burden of proving it.

#### Article 14: Meetings and deliberations

1. The chamber makes a decision based on the written file. In exceptional circumstances, a chairperson may decide that a case is suitable for oral hearing. The chairperson will decide on the procedure of any oral hearing.
2. Deliberations may be held electronically or in person and shall be kept confidential.
3. A decision is passed by a simple majority of the appointed chamber. If the votes are equal, the chairperson for that matter shall have the casting vote.

#### Article 15: Notifications of decisions

1. A decision will be notified to a party directly in accordance with these Rules. Where the party is a club, a copy shall be notified to the member association and confederation to which it is affiliated.



2. Notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party which they represent.
3. Decisions enter into force as soon as notification occurs.
4. Generally, a party shall only be notified of the operative part of the decision. Decisions that immediately impose sporting sanctions against a party shall only be communicated with grounds.
5. Where no procedural costs are ordered, a party has ten calendar days from notification of the operative part of the decision to request the grounds of the decision. Failure to comply with the time limit shall result in the decision becoming final and binding and the party will be deemed to have waived its right to file an appeal. The time limit to lodge an appeal begins upon notification of the grounds of the decision.
6. Where procedural costs are ordered, notification of the grounds of a decision will only be made to the party that has both requested the grounds of the decision and paid its share of the procedural costs within the regulatory time limit of ten calendar days from notification of the operative part of the decision, if any.
7. Failure to comply with the time limit referred to in paragraph 6 of this article shall result in the request for the grounds being deemed to have been withdrawn. As a result, the decision will become final and binding and the party will be deemed to have waived its right to file an appeal.
8. Obvious mistakes in decisions and obvious procedural errors discovered after a decision is rendered may be corrected, *ex officio* or on application, by the chamber that made the decision. Where a decision has been corrected, regulatory time limits will commence from the time of notification of the rectified decision.

#### Article 16: Language

1. The language(s) used in all proceedings shall be exclusively English, Spanish or French.
2. Where submissions or evidence in a matter are in a single language, the decision of the chamber will be in that language.
3. Where submissions or evidence in a matter are in multiple languages, the procedure will be conducted in English and the decision will be in English.



### Article 17: Publication

1. The FIFA general secretariat may publish decisions of the FT or awards of the Court of Arbitration for Sport which derive from appeals against decisions of the FT on [legal.fifa.com](http://legal.fifa.com).
2. Where a decision contains confidential information, a party may request within five days of the notification of the grounds of the decision that FIFA publishes an anonymised or a redacted version.
3. In decisions involving minors, only an anonymised or a redacted version which protects the identity of the minor(s) concerned may be published by FIFA.



**RULES SPECIFIC  
TO DISPUTES  
BEFORE THE  
DISPUTE  
RESOLUTION  
CHAMBER,  
PLAYERS' STATUS  
CHAMBER,  
OR AGENTS  
CHAMBER**



### Article 18: Claims

1. A claim against another party must be submitted via the Legal Portal and contain the following:
  - a) the name, email address(es), and postal address(es) for notification of the party;
  - b) (if applicable) the name, email address(es), and postal address(es) for notification of any authorised representative, and a copy of a written, specific and recent power of attorney;
  - c) the identity and address(es) for service of the respondent(s);
  - d) a statement of claim, setting out full written arguments in fact and law, the full body of evidence, and requests for relief;
  - e) the details of a bank account registered in the name of the claimant on a signed copy of the Bank Account Registration Form;
  - f) the date and a valid signature; and
  - g) (if applicable) proof of payment of the advance of costs.
2. The FIFA general secretariat will assess whether these requirements are met. If the claim is incomplete, the FIFA general secretariat will inform the claimant and request rectification. If the claim is not rectified within the time limit given, it is deemed to be withdrawn and will need to be resubmitted.

### Article 19: Preliminary procedural matters

1. The FIFA general secretariat, after assessing whether a claim is complete, will subsequently assess whether:
  - a) the relevant chamber obviously does not have jurisdiction; and/or
  - b) the claim is obviously time-barred.
2. Following this assessment, the FIFA general secretariat may refer the case directly to the chairperson of the relevant chamber of the FT for an expedited decision.
3. If the chairperson of the relevant chamber of the FT considers that the claim is not affected by any preliminary procedural matters, they shall order the FIFA general secretariat to continue the procedure.



#### Article 20: Proposal from the FIFA general secretariat

1. After determining that the claim is complete, in disputes without *prima facie* complex facts or legal issues, or in cases where this is clear established jurisprudence, the FIFA general secretariat may make a proposal to finalise the matter without a decision issued by a chamber. Such proposal is without prejudice to any future decision issued by a chamber.
2. A party shall accept or reject the proposal within the time limit granted by the FIFA general secretariat.
3. A party that fails to respond to the proposal shall be deemed to have accepted it.
4. Where a proposal is accepted, a confirmation letter will be issued by the FIFA general secretariat. The confirmation letter shall be considered a final and binding decision pursuant to the relevant FIFA regulations.
5. Where a proposal is rejected, the respondent(s) must submit their response within the time limit indicated in the proposal.

#### Article 21: Response to the claim and counterclaim

1. After determining that the claim is complete, and (where relevant) if the procedure is to continue following the conclusion of any preliminary procedural matters, the FIFA general secretariat will request that the respondent(s) submit their response to the claim via the Legal Portal within the time limit granted. If the respondent(s) fail(s) to submit a response to the claim within the time limit, a decision will be made based on the file.
2. The respondent(s) may submit a counterclaim with their response to the claim. A counterclaim shall have the same form as a claim and shall be submitted within the same time limit as that for the response to the claim.
3. If a party submits a new claim which is related to an existing case in which it is a respondent, the new claim shall be joined with the existing case and treated as a counterclaim in the existing case. Where the party has already been notified of the existing case, the new claim must have been submitted within the same time limit as that for the response to the claim in the existing case in order to be considered.





4. Where the respondent validly submits a counterclaim, the counter-respondent(s) (i.e. the original claimant) shall reply solely to the counterclaim within the time limit granted by the FIFA general secretariat.
5. Should the response to the counterclaim refer to matters which did not form part of the counterclaim, those matters will not be considered.
6. A response to a counterclaim submitted after the time limit expires will not be considered.

#### Article 22: Second round of submissions

The FIFA general secretariat will decide, where necessary, whether there shall be a second round of submissions. Any such submission must be submitted via the Legal Portal.

#### Article 23: Closure of submission phase

1. The FIFA general secretariat will notify the parties of the closure of the submission phase of the procedure. After such notification, the parties may not supplement or amend their submissions or requests for relief or produce new evidence.
2. The FIFA general secretariat and/or the respective chamber may request additional information and/or documentation at any time within the scope of a procedure.

#### Article 24: Adjudication

1. In procedures before the DRC, where the relief requested is:
  - a) lower than USD 200,000 (or its equivalent in another currency), a single judge may adjudicate as a general rule;
  - b) equivalent to or higher than USD 200,000 (or its equivalent in another currency) or the matter is legally complex, at least three judges may adjudicate. The specific matter will be chaired by the chairperson or a deputy chairperson.
2. In procedures before the PSC or the AC, a single judge may adjudicate as a general rule. Where the matter is legally complex, at least three judges may adjudicate. The specific matter will be chaired by the chairperson or a deputy chairperson.



## Article 25: Costs

1. Procedures are free of charge where at least one of the parties is a player, coach, football agent or match agent.
2. Procedural costs are payable in all other types of disputes. Procedural costs are payable on order by the relevant chamber, at the conclusion of a matter. The amounts are defined in Annexe 1 of these Rules.
3. An advance of costs is payable for proceedings before the PSC, with the exception of proceedings relating to regulatory applications.
4. Advance of costs shall be paid by the claimant or counter-claimant when the claim or counterclaim is lodged, and are defined in Annexe 1 of these Rules.
5. The chamber will decide the amount that each party is due to pay, in consideration of the parties' degree of success and their conduct during the procedure, as well as any advance of costs paid. In exceptional circumstances, the chamber may order that FIFA assumes all procedural costs.
6. A party that has been ordered to pay procedural costs is only obliged to pay where:
  - a) it requests the grounds of the decision after having been notified of the operative part; or
  - b) the decision has been notified directly with grounds.
7. Procedural costs shall be paid within ten days as from the notification of the relevant decision to the bank account provided in the decision. The relevant proof of payment shall be filed with the FIFA general secretariat within the same ten days.
8. No legal costs shall be awarded. Parties shall bear all their own costs in connection with any procedure.

### Article 26: Mediation

1. If the chairperson of the FT considers it appropriate, they may invite the parties to mediate the dispute.
2. Mediation is a voluntary process and free of charge. It shall be conducted in accordance with the general principles of the CAS Mediation Rules, as well as any rules enacted by FIFA to this end, and through the mediators recognised by a list approved by the FIFA general secretariat.
3. If mediation is successful, a settlement agreement will be signed by the parties and ratified by the mediator and the chairperson of the respective chamber. The settlement agreement shall be considered a final and binding decision of the FT pursuant to the relevant FIFA regulations.



**RULES SPECIFIC TO  
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PASSPORT-RELATED  
CASES BEFORE  
THE DISPUTE  
RESOLUTION  
CHAMBER**

**IV.**

## Article 27: Training reward claims

1. Pursuant to the relevant FIFA regulations, a party shall submit a claim for training compensation or the solidarity mechanism and its additional documents in TMS. The claim shall contain the following (subject to the nature of the claim):
  - a) the name and address(es) for service of the claimant;
  - b) (if applicable) the name and address(es) for service of any authorised representative, and a copy of a written, specific, and recent power of attorney;
  - c) a statement of claim, setting out full written arguments in fact and law, the full body of evidence and requests for relief;
  - d) the details of a bank account registered in the name of the claimant on a signed copy of the Bank Account Registration Form;
  - e) (if applicable) confirmation from the claimant's member association of the start and end dates of its sporting season during the period when the player was registered with the claimant;
  - f) complete career history of the player, setting out all clubs with which they have been registered since the calendar year of their 12<sup>th</sup> birthday until the date of their registration with the respondent club, taking into account any possible interruptions, as well as indicating the status of the player (amateur or professional) when registered, and whether such registration was permanent or temporary;
  - g) (if applicable) evidence that the club in question – with which the professional was registered and trained – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation;

### *For training compensation only*

- h) (if applicable) confirmation from the claimant's member association of the category of the claimant;
- i) (if applicable) the category of the respondent(s);
- j) (if applicable) information about the exact date of the first registration of the player as a professional;
- k) (if applicable) information about the exact date of the transfer on which the claim is based;
- l) (if applicable) evidence of a professional contract offer;

### *For the solidarity mechanism only*

- m) information about the exact date of the transfer on which the claim is based;
- n) information about the clubs involved in the transfer on which the claim is based;



- o) the percentage of the solidarity contribution claimed; and
- p) the alleged amount for which the player was transferred to their new club, if known, or a statement to the effect that the amount is currently not known.

#### Article 28: Procedure related to training reward claims

All claims related to proceedings detailed in article 27 must be submitted and managed through TMS. Except for article 18 paragraph 1, the specific procedural rules for disputes in Chapter III shall apply equally to procedures subject to article 27.

#### Article 28bis: Cases of legal or factual complexity in an Electronic Player Passport

1. When cases of legal or factual complexity are identified by the FIFA general secretariat during its evaluation of an Electronic Player Passport (EPP), the FIFA general secretariat shall submit the complete EPP to the DRC for formal decision.
2. For the purpose of this submission, the FIFA general secretariat shall gather information and documentation during the EPP review process from the parties involved. The parties involved are clubs and member associations participating in the review of the EPP.
3. Upon submission by the FIFA general secretariat of the EPP, the DRC shall make a determination on all relevant player registration information and documentation considered in the EPP for the distribution of training rewards.
4. The FIFA general secretariat will notify the parties of the submission of the EPP to the DRC. After such notification, the parties may not supplement or amend any of the information or documentation provided during the EPP review process or produce new evidence.
5. All communication between the FIFA general secretariat and the parties involved will be undertaken via TMS in the context of the EPP of the player in question.
6. As a general rule, a single judge will adjudicate these cases.
7. Procedures described in this article are free of charge.
8. The decision by the DRC will be duly communicated to the parties via TMS in accordance with article 10 of the FIFA Clearing House Regulations. Article 15 paragraphs 2, 3 and 8 of these Rules shall apply.



# REGULATORY APPLICATIONS BEFORE THE PLAYERS' STATUS CHAMBER

**V.**

## Article 29: Regulatory applications

1. Pursuant to the relevant FIFA regulations, the PSC shall adjudicate regulatory applications regarding:
  - a) the international transfer or first registration of a minor;
  - b) a limited minor exemption (LME);
  - c) FIFA intervention to authorise the registration of a player;
  - d) a request for eligibility or change of association; or
  - e) the late return of a player from representative-team duty.
  
2. Any such application must contain full written arguments in fact and law. In processing these applications, the FIFA general secretariat must apply the principles of due process. The specific requirements regarding an application for the international transfer or first registration of a minor (article 30) is set out in these Rules.
  - a) All applications under article 29 paragraph 1 a), b) and c) must be submitted and managed through TMS.
  - b) All applications under article 29 paragraph 1 d) and e) must be submitted and managed via the Legal Portal.
  - c) Only applications concerning futsal players and applications covered by FIFA circular no. 1635 may be submitted and managed via email.
  
3. Upon receipt, the FIFA general secretariat will assess whether an application is complete.
  - a) If the application is not complete, the FIFA general secretariat will inform the applicant and request rectification.
  - b) If the application is not rectified within the time limit given, it is deemed to be withdrawn and will need to be resubmitted.
  - c) Once an application is deemed complete, or upon explicit request of the applicant, it will be transmitted to the PSC for decision.
  
4. Generally, a single judge shall adjudicate. In a complex matter or where exceptional circumstances exist, at least three judges shall adjudicate.





### Article 30: International transfer or first registration of a minor

1. Pursuant to the relevant FIFA regulations, a member association that wishes to register a player, at the request of its affiliated club, may apply via TMS for:
  - a) the international transfer of a minor player; or
  - b) the first registration of a foreign minor player; or
  - c) the first registration of a minor player who is not a national of the country where the member association in which they wish to be registered is domiciled, and has lived continuously for at least the last five years in that country.
  
2. An application is not required where:
  - a) the minor is a national of the country where the member association in which they wish to be registered is domiciled, and was never previously registered at another member association;
  - b) the minor is less than ten years old; or
  - c) the member association has been granted an LME and the international move of the minor falls within the scope of that LME.
  
3. An application must contain the documents (subject to the type of application) requested in TMS, as described in the Guide to Submitting a Minor Application.
  
4. For international transfers, the former member association at which the minor was registered will be:
  - a) provided access to all non-confidential documents via TMS; and
  - b) invited to make a submission and submit any documents within a regulatory time limit set by the FIFA general secretariat.
  
5. For international transfers relating to humanitarian reasons, the former member association at which the player was registered will not be notified of the application.



# FINAL PROVISIONS

# VI.

### Article 31: Transitory provisions

1. Procedures that commenced prior to these Rules coming into force shall be subject to these Rules.
2. The FIFA general secretariat shall make all decisions regarding the application of these Rules to procedures that commenced prior to these Rules coming into force.

### Article 32: Matters not provided for and force majeure

1. Any matters not provided for in these Rules shall be determined by the FIFA general secretariat.
2. Cases of force majeure affecting these Rules shall be decided by the chairperson of the FT whose decisions are final.

### Article 33: Authoritative text

If there are any discrepancies between the interpretation of these Rules in the various languages, the English text is authoritative.



### Article 34: Adoption and entry into force

1. These Rules were approved by the FIFA Council on 14 March 2023 and come into force on 1 May 2023.
2. The provisions concerning the AC enter into force on 1 October 2023.

14 March 2023

For the FIFA Council

President:  
Gianni Infantino

Secretary General:  
Fatma Samoura

## Annexe 1

1. Advance of costs are as follows:

Amount in dispute (USD)	Fixed advance of costs
USD 0 to USD 49,999.99	USD 1,000
USD 50,000 to USD 99,999.99	USD 2,000
USD 100,000 to USD 149,999.99	USD 3,000
USD 150,000 to USD 199,999.99	USD 4,000
USD 200,000+	USD 5,000

2. Procedural costs are as follows:

Amount in dispute (in USD)	Procedural costs
USD 0 to USD 49,999.99	up to USD 5,000
USD 50,000 to USD 99,999.99	up to USD 10,000
USD 100,000 to USD 149,999.99	up to USD 15,000
USD 150,000 to USD 199,999.99	up to USD 20,000
USD 200,000+	up to USD 25,000

3. Payment of the advance of costs or procedural costs shall be made to the following account, with a clear reference to the parties involved in the dispute:

UBS Zurich  
 Account number 230-366677.61N (FIFA Players' Status)  
 Clearing number 230  
 IBAN: CH12 0023 0230 3666 7761 N  
 SWIFT: UBSWCHZH80A



**FIFA®**

# FIFA Clearing House Regulations

October 2022 edition



**FIFA**<sup>®</sup>

## **Fédération Internationale de Football Association**

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## Definitions

For the purpose of these regulations, the terms set out in the FIFA Statutes and the FIFA Regulations on the Status and Transfer of Players, as well as the following definitions, shall apply:

**Allocation Statement:** the document issued by the FIFA general secretariat to the FIFA Clearing House that provides it with the necessary information to process payments, notably the paying and receiving parties and the amounts to be distributed.

**Compliance Assessment:** the procedure required to be performed by the FIFA Clearing House prior to accepting any potential client in order to satisfy financial regulatory requirements.

**Dispute Resolution Chamber:** the Dispute Resolution Chamber of the Football Tribunal as defined in the Procedural Rules.

**Distribution Statement:** the document generated by the FIFA Clearing House that contains information about payments of training rewards to which the training club(s) in question is (are) entitled.

**Electronic Player Passport (EPP):** an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12<sup>th</sup> birthday.

**First Compliance Assessment:** the first step in the FIFA Clearing House's process of performing a Compliance Assessment for a specific transaction.

**FIFA Clearing House:** the entity that acts as an intermediary in relation to processing certain payments made in the football transfer system.

**FCH Terms & Conditions:** the terms and conditions for a party to take part in a transaction involving the FIFA Clearing House.

**Non-Compliant Party:** a client of the FIFA Clearing House that fails a First Compliance Assessment and/or a Second Compliance Assessment.



**Payment Notification:** the document issued by the FIFA Clearing House detailing the amount(s) payable to the FIFA Clearing House.

**Procedural Rules:** the Procedural Rules Governing the Football Tribunal.

**Regulations:** these FIFA Clearing House Regulations.

**RSTP:** the FIFA Regulations on the Status and Transfer of Players.

**Second Compliance Assessment:** the second step in the FIFA Clearing House's process of performing a Compliance Assessment for a specific transaction where a client has failed the First Compliance Assessment.

NB: terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice versa, unless indicated otherwise.



# INTRODUCTORY PROVISIONS



## Article 1: Objectives

1.1 FIFA has a statutory obligation to regulate all matters relating to the football transfer system. The FIFA Clearing House shall serve to protect the core objectives of the football transfer system in accordance with the FIFA Statutes and the RSTP, notably to:

- a) protect the contractual stability between professional players and clubs;
- b) encourage the training of young players;
- c) promote a spirit of solidarity between the elite and grassroots football;
- d) protect minors;
- e) maintain competitive balance; and
- f) ensure the regularity of sporting competitions.

1.2 The specific objectives of the FIFA Clearing House are to:

- a) process specific payments related to the transfer of football players between clubs;
- b) protect the integrity of the football transfer system;
- c) enhance and promote financial transparency in the football transfer system; and
- d) prevent fraudulent conduct in the football transfer system.

1.3 In pursuit of these objectives, the FIFA Clearing House acts as an intermediary for the payment of training rewards in the football transfer system that fall due pursuant to the RSTP and performs all required Compliance Assessments in their execution.

## Article 2: Scope

2.1 These Regulations lay down the process for the payments processed through the FIFA Clearing House.

2.2 These Regulations apply to all such payments relating to eleven-a-side football only.

2.3 These Regulations apply to all parties bound by the FIFA Statutes.



### Article 3: FIFA Clearing House

- 3.1 The FIFA Clearing House is a separate entity from FIFA and was established to act as an intermediary in payments deriving from the football transfer system. The FIFA Clearing House is a payment service provider with a licence from the appropriate regulatory authorities. Its governance structure is detailed in its articles of association.
- 3.2 The FIFA Clearing House shall not make a financial profit from the assets it receives and/or transactions it undertakes.
- 3.3 The legal relationship between the FIFA Clearing House and the parties involved in transactions processed through the FIFA Clearing House is governed exclusively by the FCH Terms & Conditions and these Regulations.
- 3.4 The FIFA Data Protection Regulations apply to all matters described in these Regulations, including all interactions with the FIFA Clearing House.



# PROCEDURE GOVERNING THE CALCULATION AND PAYMENT OF TRAINING REWARDS





## Article 4: Registration and transfer of players

- 4.1** Member associations and clubs shall ensure that reliable, accurate, and complete player registration and transfer information is made available electronically to FIFA at all times.
- 4.2** Member associations and clubs shall use an electronic player registration system, an electronic domestic transfer system, TMS, the FIFA Connect ID Service, and the FIFA Connect Interface to communicate registration and transfer information electronically to FIFA.
- 4.3** Each member association shall:
- use an electronic player registration system, integrated with the FIFA Connect ID Service and FIFA Connect Interface, to register players; and
  - use an electronic domestic transfer system, integrated with the FIFA Connect Interface, to process national transfers.
- 4.4** Each member association shall maintain accurate and up-to-date player registration data in its electronic player registration system and the FIFA Connect ID Service at all times, including, without limitation, the following information:
- the status of the player in accordance with article 2 of the RSTP;
  - the type(s) of football (11-a-side football, futsal, and/or beach soccer) that the player is registered to participate in; and
  - the category of the club(s) with which the player is registered.
- 4.5** Each member association shall maintain accurate and up-to-date data regarding its affiliated clubs (whether current or former) in its electronic player registration system and the FIFA Connect ID Service at all times, including, without limitation, the following information:
- address and contact details;
  - current and historical data regarding club categorisation; and
  - current and historical data regarding the affiliation to the member association.
- 4.6** A club shall be categorised by a member association based on the criteria established in the RSTP. No other categorisation system shall be recognised.



4.7 Subject to article 17 of these Regulations, only players registered by a member association with a club and identified with a FIFA ID through the electronic systems described in this article shall be considered for the automatic calculation and payment of training rewards.

4.8 Member associations are responsible for the registration information that is included in the final EPP.

### **Article 5: Training rewards trigger: first registration as a professional**

#### **First registration as a professional at the same member association where the player was most recently registered as an amateur**

5.1 The first registration of a player as a professional at the same member association where the player was most recently registered as an amateur shall be entered or confirmed by the member associations in the electronic player registration system, following a request from the club for which the player will be registered.

- a) If the first registration as a professional is with the same club where the player was most recently registered as an amateur, the member association shall update the status of the player.
- b) If the first registration as a professional occurs after a transfer between clubs affiliated to the same member association, the relevant club(s) and/or member association shall enter the national transfer in the electronic domestic transfer system and update the status of the player at the new club.
- c) Such procedures shall be governed by specific regulations issued by each member association.

5.2 The electronic player registration system shall communicate the details of the first registration as a professional to FIFA through the FIFA Connect Interface within thirty (30) days of the domestic registration.

5.3 TMS will identify, from the information communicated by the member association, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.



### **First registration as a professional at the same member association where the player was most recently registered as an amateur – manual declaration**

**5.4** Where the electronic player registration system of a member association is not fully integrated and unable to communicate the first registration of a player as a professional to FIFA through the FIFA Connect Interface, the member association shall exceptionally declare that registration manually in TMS within thirty (30) days of the domestic registration, subject to the following conditions:

- a) Member associations shall request the prior written approval of the FIFA general secretariat to make manual declarations in TMS.
- b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period of time. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.
- c) At the conclusion of this period, member associations shall comply with the electronic-system obligations set out in article 4 paragraph 2.

**5.5** A member association shall provide the compulsory data when entering this manual declaration in TMS.

**5.6** A member association shall upload the employment contract of the player as part of the manual declaration to support the information that has been entered in TMS.

**5.7** FIFA may request further documentation or information from the member association at any time.

**5.8** TMS will identify, from the information declared by the member association, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.

### **First registration as a professional at a different member association from that where the player was most recently registered as an amateur**

**5.9** The first registration of a player as a professional at a different member association from that where the player was most recently registered as an amateur shall be entered in TMS as an international transfer as required by the RSTP and its Annexe 3.

**5.10** TMS will identify, from the information provided in the international transfer instruction, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.

## Article 6: Training rewards trigger: international transfer

- 6.1 All details relating to the international transfer of a player within the scope of eleven-a-side football shall be entered in TMS as provided in Annexe 3 to the RSTP.
- 6.2 For the avoidance of doubt, any training reward payable pursuant to the RSTP shall not be included in the amount declared as transfer compensation.
- 6.3 TMS will identify international transfers that may trigger an entitlement to training rewards pursuant to the RSTP.

## Article 7: Training rewards trigger: national transfer involving transfer compensation

- 7.1 A national transfer shall be entered in the electronic domestic transfer system whenever a player is registered with a new club within the same member association.
- 7.2 Each member association shall ensure and verify, if required, the accuracy of the data declared and supporting documents submitted by its affiliated clubs in the electronic domestic transfer system.
- 7.3 The electronic domestic transfer system shall communicate information about the transfer and proof of (each) payment to FIFA through the FIFA Connect Interface within thirty (30) days of registration of the player or date of (each) payment.
- 7.4 TMS will identify, from the information communicated by the member association, national transfers for compensation that may trigger an entitlement to training rewards pursuant to the RSTP.

### National transfer involving transfer compensation – manual declaration

- 7.5 Where the electronic domestic transfer system of a member association is unable to communicate the details of a national transfer involving transfer compensation to FIFA through the FIFA Connect Interface, the member association shall exceptionally manually declare the transfer in TMS within thirty (30) days, subject to the following conditions:
- a) Member associations shall request the prior written approval of the FIFA general secretariat to make manual declarations in TMS.
  - b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period of time. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.



- c) At the conclusion of this period, member associations shall comply with the electronic-system obligations set out in article 4 paragraph 2.

**7.6** A member association shall provide the compulsory data, including the transfer agreement where applicable, when entering this manual declaration in TMS.

**7.7** FIFA may request further documentation or information from the member association at any time.

**7.8** TMS will identify, from the information declared by the member association, national transfers for compensation that may trigger an entitlement to training rewards pursuant to the RSTP.

### **National transfer involving transfer compensation – exception**

**7.9** A member association may apply to the FIFA general secretariat for an exception to paragraph 3 (or paragraph 5) of this article if, in the calendar year prior to its application, there were at least one hundred (100) national transfers involving transfer compensation. If approval is granted, the member association is only obliged to communicate information about a national transfer involving transfer compensation if: (i) the training club(s) of the relevant player is/are affiliated to another member association, or (ii) not all training clubs in the player's career have been identified. The following terms apply:

- a) Member associations shall request the prior written approval of the FIFA general secretariat.
- b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.
- c) At the conclusion of this period, member associations shall submit a new application for the exception.
- d) Member associations shall communicate details of the relevant national transfers within thirty (30) days, regardless of whether they believe training rewards are payable.
- e) A member association that was granted an exception and fails to comply with this paragraph 9 shall be subject to disciplinary proceedings in accordance with article 17 paragraph 4.

## Article 8: Electronic Player Passport (EPP)

**8.1** When a training rewards trigger is identified as defined in these Regulations and in accordance with articles 20 and 21 of the RSTP, a provisional EPP for the relevant player will be generated by TMS.

**8.2** The provisional EPP will be available for inspection in TMS by all member associations and clubs for ten (10) days after generation (inspection period).

**8.3** During the inspection period:

- a) a member association that is not listed in the provisional EPP and believes that one or more of its affiliated clubs should be included in the final EPP may request to be included in the EPP review process;
- b) a club that is not listed in the provisional EPP and believes that it should be included in the final EPP may request its member association to be included in the EPP review process and to provide pertinent registration information. Member associations must act in good faith when responding to this request.

**8.4** Upon completion of the inspection period, the FIFA general secretariat will assess the provisional EPP for accuracy and relevance. It may discard a provisional EPP in cases where, according to the registration information available in the provisional EPP, there is no indication that the player was registered with a different member association. Upon the substantiated request of an interested member association or club, and even after a provisional EPP has been discarded, the FIFA general secretariat may, at its discretion, reopen a provisional EPP at any time.

## Article 9: EPP review process

**9.1** Upon completion of the inspection period and after assessment by the FIFA general secretariat as per article 8, the FIFA general secretariat will open an EPP review process in TMS and invite the following parties to participate:

- a) the member associations that have provided registration information relating to the player through the FIFA Connect interface;
- b) their relevant affiliated club(s);
- c) the new club and its member association;
- d) any member association that has requested or been requested to be included (cf. article 8 paragraph 3) and their relevant affiliated club(s), at the discretion of the FIFA general secretariat; and
- e) any other member association(s) deemed relevant by the FIFA general secretariat, at its discretion.



- 9.2 The EPP review process shall last ten (10) days. The FIFA general secretariat may, at its discretion, exceptionally extend its duration.
- 9.3 Member associations may review and/or request the amendment of any registration information.
- 9.4 Any request to amend registration information shall be submitted in TMS by the relevant member association. Such requests shall include, without limitation:
- a) a document corroborating the registration of the player, issued by the member association;
  - b) a copy of any relevant International Transfer Certificate, if applicable; and
  - c) a copy of any relevant employment contract, if applicable.
- 9.5 Where a former club is required to have offered a contract to a player to retain its entitlement to training compensation in accordance with the RSTP, proof of that offer and its notification shall also be uploaded in TMS by the former club.
- 9.6 Where a former club did not offer a contract to a player and it believes that it is still entitled to training compensation, a request shall be submitted in TMS by the club or its member association, including written reasons for the request and supporting evidence.
- 9.7 Where a training club has waived its right to receive training rewards, proof of a valid waiver shall be uploaded in TMS by the new club.
- 9.8 A training club that believes that a waiver submitted by the new club in relation to the registration of the player at the training club is not valid may challenge the validity of the waiver by submitting a written notice in TMS.
- 9.9 The FIFA general secretariat may request any party involved in an EPP review process to provide further information at any time.
- 9.10 The FIFA general secretariat will notify all parties in TMS when the EPP review process has been completed.



## Article 10: FIFA determination

- 10.1** After completion of the EPP review process, the FIFA general secretariat will evaluate any request to amend registration information.
- a) Where a request is unclear or incomplete, the FIFA general secretariat may request the relevant party to provide further information within five (5) days.
  - b) Failure to comply with FIFA's request within the time limit shall result in the request being disregarded.
- 10.2** The FIFA general secretariat may request any party involved in an EPP review process, whether during or after the EPP review process, to provide its position as to the entitlement of a club to receive training rewards (e.g. with respect to the alleged registration of a player, the validity of a waiver or a contract offer).
- 10.3** Following the completion of its evaluation, the FIFA general secretariat will decide on the registration information to be incorporated and amended in the final EPP. In situations of legal or factual complexity, the following shall apply:
- a) The FIFA general secretariat shall refer the matter to the Dispute Resolution Chamber in accordance with the Procedural Rules.
  - b) The complete file is transferred to the Dispute Resolution Chamber and the EPP review process is paused pending a decision.
  - c) The Dispute Resolution Chamber will decide on the final EPP in accordance with the Procedural Rules.
- 10.4** An Allocation Statement will be automatically calculated by TMS based on the final EPP, including the amount(s) to be distributed to training clubs.
- 10.5** The FIFA general secretariat will notify the final EPP and the Allocation Statement to all parties in the EPP review process.
- a) This notification will include the decision of the Dispute Resolution Chamber and its grounds for cases covered under article 10 paragraph 3.
  - b) This notification shall be considered a final decision by the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes and may be appealed to the Court of Arbitration for Sport (CAS).
  - c) Failure to appeal by the time limit in the FIFA Statutes shall result in the EPP and the Allocation Statement becoming final and binding.
  - d) A valid and timely appeal to CAS shall suspend the legal effects of an EPP and of the corresponding Allocation Statement for the duration of the respective proceedings before CAS.





- 10.6** A final EPP for each training rewards trigger will be permanently available in TMS for inspection by all member associations and clubs.
- a) The registration information contained in the first final EPP of a player is binding on any future final EPP of a player.
  - b) Where the first final EPP of a player is created before the calendar year of the player's 23<sup>rd</sup> birthday, the addition of registration information by a member association for subsequent years will be only considered for future final EPP processes.
  - c) Where a decision of the Dispute Resolution Chamber in relation to an EPP is made, the decision shall be binding on any future final EPP of a player as from the date on which the decision becomes final and binding.
  - d) Where a future final and binding EPP of a player contains different registration information than that which is binding in accordance with paragraph (a), (b) or (c), the member association that failed to provide accurate registration information shall be sanctioned in accordance with article 17.

## Article 11: Proof of payment of transfer compensation

- 11.1** For an international transfer involving transfer compensation, the new club shall upload proof of (each) payment in TMS within thirty (30) days of the date of the payment, as provided for in Annexe 3 to the RSTP.
- 11.2** For a national transfer involving transfer compensation, the new club shall upload proof of (each) payment in the electronic domestic transfer system within thirty (30) days of the date of the payment.
- a) This information shall be validated by the relevant member association before being communicated to FIFA.
  - b) The electronic domestic transfer system shall communicate this data to FIFA through the FIFA Connect Interface.
- 11.3** For a national transfer involving transfer compensation that is manually declared in TMS in accordance with article 7 paragraph 5, the relevant member association shall upload proof of (each) payment in TMS within thirty (30) days of the date of the payment.
- 11.4** For the purposes of calculating the Allocation Statement, the amount declared in the proof of payment will be considered to reflect the respective transfer compensation (or instalment thereof), with 5% as solidarity contribution having been withheld by the club making the payment, in accordance with article 1 paragraph 1 of Annexe 5 to the RSTP.



# FIFA CLEARING HOUSE PAYMENT PROCESS



## Article 12: Allocation Statement

- 12.1 Each Allocation Statement will be sent by TMS to the FIFA Clearing House immediately after it is generated and will contain all the information required to collect the relevant amount(s) and distribute payment(s) to the training club(s).
- 12.2 Relevant information on clubs and member associations available in TMS (including banking details) will be sent to the FIFA Clearing House for payment processing. If relevant information on the clubs and member associations is not included or is incomplete, the FIFA Clearing House will procure this information. If the missing information is essential for the identification of, and initial communication to, the club(s), the FIFA Clearing House will request this information from the member association of the relevant club(s). Member associations shall, where necessary, provide further contact details, including, without limitation, a valid and operational email address of the club, within seven (7) days of the request by the FIFA Clearing House.
- 12.3 The Allocation Statement will be generated as follows:
- a) training compensation: after the EPP is final (article 10);
  - b) solidarity mechanism: after the EPP is final (article 10) and after receipt of proof of (each) payment (article 11);
  - c) in cases where a decision of the Dispute Resolution Chamber is rendered pursuant to these Regulations (cf. article 10 paragraphs 3 a) and b) and/or article 18 paragraph 2), after such decision becomes final and binding in accordance with the Procedural Rules.
- 12.4 In cases of solidarity mechanism where the training rewards are calculated in a different currency to the euro (EUR), United States dollar (USD) or British pound sterling (GBP), the FIFA general secretariat will convert the amount of training rewards payable to EUR. The exchange rate used will be the rate on the date when the corresponding payment of transfer compensation was made. There shall be no right to challenge the exchange rate applied.
- 12.5 The FIFA Clearing House may start the Compliance Assessment in accordance with article 15 before the deadline for appeal to CAS has expired.

## Article 13: Payment by the new club to the FIFA Clearing House

**13.1** Subject to the new club and training club(s) passing the Compliance Assessment and the relevant EPP and the Allocation Statement becoming final and binding, the FIFA Clearing House will issue a Payment Notification to the new club detailing the total amount due.

- a) The Payment Notification shall be sent by the FIFA Clearing House via email or registered post to the address obtained in accordance with article 12 paragraph 2. Notification by these means shall be considered valid to establish time limits.
- b) The new club is liable for any consequences in case of failure to maintain up-to-date addresses in TMS. Notification to an address registered in TMS shall, in any event, be considered valid to establish time limits.

**13.2** Upon receipt of the payment notification, the new club shall pay the requested amount within thirty (30) days to the FIFA Clearing House.

**13.3** The new club shall pay the requested amount, including any applicable bank fees. The FIFA Clearing House must receive the requested amount in full. The new club may not assign responsibility to pay the requested amount to any other party. The FIFA Clearing House will only accept payment of training rewards through a bank transfer from a bank account in the name of the club.

**13.4** If a new club fails to pay the requested amount in full by the specified deadline, it shall be:

- a) charged an administrative levy of 2.5% of the requested amount by the FIFA Clearing House, payable to each training club instead of interest for late payment; and
- b) given a further seven (7) days to pay the requested amount in full by the FIFA Clearing House.

**13.5** A new club that fails to pay the requested amount in full by the further deadline in accordance with paragraph 4 above shall be subject to disciplinary proceedings in accordance with article 17.



## Article 14: Payment by the FIFA Clearing House to the training club(s)

- 14.1 Upon receipt of full payment from the new club, the FIFA Clearing House will generate a Distribution Statement based on the final and binding EPP and Allocation Statement, which shall include the purpose and source of each payment, to make payment(s) to the training club(s). Such Distribution Statement will be sent via email or registered post to each training club.
- 14.2 The FIFA Clearing House will make payment into the bank account (registered in the name of the training club) provided by each training club.

# COMPLIANCE ASSESSMENT

# IV.

## Article 15: Compliance Assessment

- 15.1 The FIFA Clearing House has a legal obligation to monitor its business relationships and the transactions carried out during the existence of those relationships.
- 15.2 The FIFA Clearing House will assess all parties that are involved in the payment of money to, or receipt of money from, the FIFA Clearing House, to ensure that they comply with national and international laws and regulations in relation to, without limitation:
- a) international payment sanctions;
  - b) anti-money laundering;
  - c) anti-bribery and corruption; and
  - d) countering the financing of terrorism.
- 15.3 To perform the required Compliance Assessment, the FIFA Clearing House may request an individual, club, and/or member association to provide information regarding the following, as applicable and without limitation:
- a) corporate structure;
  - b) organisational structure;
  - c) beneficial ownership;
  - d) source of funding;
  - e) source of wealth.
- 15.4 Individuals, clubs, and member associations shall actively cooperate with a request for information from the FIFA Clearing House. The degree of cooperation of an individual, club, or member association shall form part of the Compliance Assessment. Lack of cooperation by the parties may result in a failure to pass the Compliance Assessment.
- 15.5 All documents provided to and communications with the FIFA Clearing House shall be in English, Spanish or French. Documentation in any other language shall be translated into one of these three languages.
- 15.6 After receipt and analysis of the information requested from a party to carry out the Compliance Assessment, the FIFA Clearing House will make a first assessment and determination on whether a party passes or fails the Compliance Assessment (First Compliance Assessment).



**15.7** Any determination of the FIFA Clearing House in relation to a Compliance Assessment shall be final and binding and shall not be subject to any appeal.

**15.8** Any determination of the FIFA Clearing House in relation to the Compliance Assessment related to one transaction is without prejudice to Compliance Assessments carried out for a different transaction.

## **Article 16: Consequences of a Compliance Assessment failure**

**16.1** Where a party fails the First Compliance Assessment:

- a) the FIFA Clearing House will notify the Non-Compliant Party of its failure to pass the Compliance Assessment;
- b) the FIFA Clearing House will not process the transaction, or any payments related thereto;
- c) the respective Compliance Assessment shall continue and the Non-Compliant Party shall remain obliged to pass the Compliance Assessment for the same transaction. The FIFA general secretariat will submit the transaction to the FIFA Clearing House to start this Second Compliance Assessment six (6) months after the date of notification in paragraph 1 a). The relevant Non-Compliant Party may request FIFA to initiate the Second Compliance Assessment earlier than the said six (6) months;
- d) the Non-Compliant Party shall be subject to disciplinary proceedings in accordance with article 17; and
- e) if the Non-Compliant Party is the subject of a new Compliance Assessment for a different transaction while already undergoing a Compliance Assessment, both processes will be conducted independently of each other.

Only in cases where a player's new club fails the First Compliance Assessment:

- f) As a transitory measure, if the First Compliance Assessment is completed by 31 December 2023, the training rewards as set out in the Allocation Statement shall be paid by the Non-Compliant Party directly to the bank account of each training club. The payment(s) shall be made within thirty (30) days of notification by the FIFA Clearing House of the failure to pass the First Compliance Assessment. Evidence of payment must be provided to the FIFA general secretariat.
- g) If payment(s) as per article 16 paragraph 1 f) have not yet been made at the point in time when a Non Compliant Party passes the Compliance Assessment, the transaction and payments must be processed via the FIFA Clearing House, in accordance with these Regulations.





16.2 Where a party fails the Second Compliance Assessment, article 16 paragraph 1 a), b), d) and e) shall apply.

Only in cases where a player's new club fails the Second Compliance Assessment, the Non-Compliant Party shall remain obliged to pass a Compliance Assessment for the same transaction. At the request of the relevant Non Compliant Party or ex officio, the FIFA general secretariat may submit the transaction to the FIFA Clearing House to start this subsequent Compliance Assessment.

16.3 A Non-Compliant Party shall not be subject to disciplinary proceedings if the compliance failure is due to:

- a) the Non-Compliant Party being domiciled in a country or territory that is the subject of international sanctions; or
- b) extraordinary circumstances beyond the Non-Compliant Party's control brought to the attention of the FIFA Clearing House during the Compliance Assessment(s).



# SANCTIONS AND DISPUTES

V.

## Article 17: Sanctions

17.1 Individuals, clubs, and member associations shall cooperate with the FIFA general secretariat and with the FIFA Clearing House on any matter related to these Regulations. They shall provide truthful and accurate information in relation to the processes described within these Regulations. All parties shall comply with requests (whether from FIFA general secretariat or from the FIFA Clearing House) to provide any documents, information or any other material, of any nature, in its possession or which it is entitled to obtain. Whenever a party is subject to disciplinary sanctions, the level of cooperation with the FIFA general secretariat and the FIFA Clearing House shall be taken into account.

17.2 The FIFA general secretariat shall monitor compliance with these Regulations.

- a) The FIFA general secretariat may refer cases of non-compliance with notices or requests for information or documentation, or any other case of non-compliance with these Regulations, to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.
- b) The FIFA general secretariat may refer cases of unethical conduct in relation to these Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.

17.3 The sanction for a member association that fails to provide accurate registration information during an EPP review process or whose electronic player registration system and/or electronic domestic transfer system is not integrated with the FIFA Connect Interface shall be:

- a) a fine; and
- b) if accurate registration information is not provided due to the fault or negligence of a member association, or due to one or both systems not being integrated with the FIFA Connect Interface, and this results in its affiliated club being wrongly denied receipt of a training reward, an order to pay restitution to the affiliated club, in an amount equivalent to the training reward that should have been paid.

Article 17 paragraph 3 b) shall not apply if a member association can prove, to the comfortable satisfaction of the FIFA Disciplinary Committee, that it undertook its best efforts to provide accurate registration information and that despite such efforts, no accurate registration information could be provided.



17.4 The sanction for a member association that fails to automatically communicate or manually declare a training rewards trigger to FIFA shall be:

- a) a fine; and
- b) where, due to the failure, a club has not received training rewards that it would have ordinarily been entitled to receive, an order to pay restitution to the training club, in an amount equivalent to the training reward that should have been paid.

17.5 A club that fails to upload proof of payment in a timely manner, in cases of international transfers or domestic transfer declarations, shall be sanctioned in accordance with article 16 of Annexe 3 to the RSTP.

17.6 The sanction for a club that fails to pay the amount requested in accordance with article 13 or article 16 paragraph 1 f) shall be:

- a) a fine; and
- b) a ban on registering any new players, either nationally or internationally. The registration ban shall be lifted once the amount has been paid in full.

17.7 The sanction for a club or member association that fails a First Compliance Assessment shall be:

- a) For a new club:
  - i. in any case, a levy of 2.5% of the calculated training rewards due, payable to the training club(s) through the FIFA Clearing House instead of interest for late payment; and
  - ii. a reprimand; and/or
  - iii. a fine.
- b) For a training club:
  - i. a reprimand; and/or
  - ii. a fine.

17.8 The sanction for a club or member association that fails a Second Compliance Assessment shall be:

- a) for a new club:
  - i. a fine; and
  - ii. a ban on registering any new players, either nationally or internationally. For the avoidance of doubt, the Compliance Assessment shall continue until the FIFA Clearing House determines that it has been successfully passed. The registration ban shall be lifted only after the FIFA Clearing House confirms that the club has passed a subsequent Compliance Assessment.



- b) for a training club or member association:
  - i. forfeiture of the training reward due to that party for the specific transaction. The Allocation Statement will be amended to direct the new club to pay the forfeited training rewards to the member association of the club through the FIFA Clearing House, to be used by the member association for development of football at national level; and
  - ii. any further sanction deemed proportionate, taking into account that the party has already forfeited its right to receive the relevant training reward.

**17.9** For all other violations of these Regulations and/or for repeated violations of the provisions identified in paragraphs 3 to 9, the FIFA Disciplinary Committee or independent Ethics Committee (as the case may be) may determine the sanction at its discretion.

## Article 18: Disputes

**18.1** Any final decision, as identified in these Regulations, may be appealed to CAS in accordance with the FIFA Statutes, unless otherwise specified in these Regulations.

**18.2** A club that:

- a) did not take part in the relevant EPP review process; and
- b) considers, as a result of a bridge transfer (cf. article 5bis of the RSTP), exchange of players or information declared by the new club or its member association (including the training category of the club), that:
  - i. it was incorrectly not entitled to any training rewards, or entitled to a lesser amount than should have been calculated; or
  - ii. an EPP review process should have taken place; and
- c) considers that it is entitled to receive training rewards,

may lodge a claim against the relevant clubs in accordance with article 27 of the Procedural Rules. The Dispute Resolution Chamber shall decide such claims.

**18.3** Any party that fails to provide accurate and up-to-date information as required under these Regulations may be subject to disciplinary proceedings pursuant to the FIFA Disciplinary Code.



# FINAL PROVISIONS

# VI.

### Article 19: Applicability in time

These Regulations shall apply to all transactions in which the trigger for the entitlement of training rewards occurs as from the day on which these Regulations enter into force.

### Article 20: Transitory provisions

Where the FIFA Clearing House is unable to operate for any reason related to its licensing obligations:

- a) articles 4 to 12 of these Regulations shall continue to apply;
- b) articles 13 to 16 of these Regulations shall be temporarily suspended until such time that the FIFA Clearing House is able to process transactions;
- c) the training reward(s) as set out in any Allocation Statement shall remain due; and
- d) the party obliged to pay training rewards shall make the payment, based on the final and binding EPP and Allocation Statement, directly into the bank account (registered in the name of the training club) provided by each training club. Payment shall be made within thirty (30) days of notification by the FIFA general secretariat (cf. article 10 paragraph 5). Failure to do so shall result in disciplinary sanctions as established in article 17 paragraph 6.

### Article 21: References

21.1 Articles 10 and 11 of the Procedural Rules regarding communication and time limits shall apply to articles 9 and 10 of these Regulations.

21.2 The terms set out in the FIFA Statutes and the RSTP shall apply to these Regulations.

### Article 22: Matters not provided for

22.1 Any matters not provided for in these Regulations shall be determined by the FIFA general secretariat.

22.2 Cases of force majeure shall be decided by the FIFA Council, whose decisions are final.



### **Article 23: Official languages**

If there are any discrepancies in the interpretation of the texts of the various languages of these Regulations, the English text shall be authoritative.

### **Article 24: Inconsistency**

24.1 If any part of these Regulations is inconsistent with the FIFA Statutes, the FIFA Statutes shall prevail to the extent of the inconsistency.

24.2 If any part of these Regulations is inconsistent with any other FIFA regulation:

- a) if the inconsistency relates to the entitlement to receive training rewards, the RSTP shall prevail to the extent of the inconsistency;
- b) in any other case, these Regulations shall prevail to the extent of the inconsistency.

### **Article 25: Operational management**

The FIFA general secretariat is entrusted with the operational management of these Regulations and is therefore entitled to make decisions and adopt the detailed provisions necessary for their implementation.

### **Article 26: Enforcement**

These Regulations were approved by the FIFA Council on 22 October 2022 and come into force on 16 November 2022.







**FIFA®**

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## Football Agent Regulations



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# **FIFA FOOTBALL AGENT REGULATIONS**

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## Definitions

For the purpose of these regulations, the terms set out in the FIFA Statutes, the FIFA Regulations on the Status and Transfer of Players as well as the following definitions (initial capitals) shall apply:

**Agency:** an organisation, entity, firm or private company retaining, comprising, employing or otherwise acting as a vehicle for the business affairs of one or more Football Agents.

**Approach:** (i) any physical, in-person contact or contact via any means of electronic communication with a Client; (ii) any direct or indirect contact with another person or organisation linked to a Client, such as a family member or friend; or (iii) any action when a Football Agent uses or directs another person or organisation to contact a Client on their behalf in the manner described in (i) or (ii) above.

**Client:** a member association, club, player, coach, or Single-Entity League that may engage a Football Agent to provide Football Agent Services.

**Connected Football Agent:** a Football Agent is connected to another Football Agent as a result of their: (i) being employed or contractually retained by the same Agency through which Football Agent Services are conducted; (ii) both being directors, shareholders in, or co-owners of the same Agency through which Football Agent Services are conducted; (iii) being married to one another, domestic partners, siblings of one another, or parent and child or stepchild; or (iv) them having made any contractual or other arrangements, whether formal or informal, to cooperate, on more than one occasion, in the provision of any services or to share the revenue or profits of any part of their Football Agent Services.

**Engaging Entity:** a club, member association or Single-Entity League that may engage a player or coach.

**Football Agent:** a natural person licensed by FIFA to perform Football Agent Services.

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

**Individual:** player or coach.

**Interest:** (i) any beneficial ownership of a legal person through which the relevant activities of those entities are conducted, except an ordinary and freely accessible non-transferrable personal membership entitling its owner to a single vote in club affairs; and/or (ii) being in a position that may enable the exercise of a material, financial, commercial, administrative, managerial or any other influence over the affairs of a natural or legal person whether directly or indirectly and whether formally or informally.





**Other Services:** any services performed by a Football Agent for or on behalf of a Client other than Football Agent Services, including but not limited to, providing legal advice, financial planning, scouting, consultancy, management of image rights and negotiating commercial contracts.

**Platform:** the digital platform operated by FIFA through which the licensing process, dispute resolution process, continuing professional development (CPD) and reporting shall occur.

**Regulations:** these Football Agent Regulations, as amended from time to time.

**Releasing Entity:** a club, member association or Single-Entity League that a player or coach is leaving to be employed and/or registered by an Engaging Entity.

**Remuneration:** gross financial compensation for employment set out in a negotiated employment contract, which includes base salary, any sign-on fee, and any amount payable if certain conditions are fulfilled (for example, a loyalty or performance bonus). For the avoidance of doubt, any future transfer compensation agreed to and any non-salary benefits, such as the provision of a vehicle, accommodation or telephony services, are not considered in the calculation of the gross financial compensation.

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

**RSTP:** the FIFA Regulations on the Status and Transfer of Players, as amended from time to time.

**RWWI:** the FIFA Regulations on Working with Intermediaries.

**Single-Entity League:** an entity affiliated to a member association that organises a league (or leagues) and represents the common interests of its clubs, for example, by acting as the employer of all club players.

**Specified Transaction:** a Transaction where all of the parties involved are defined and identified.

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

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



# GENERAL RULES



## Article 1: Objectives

1. FIFA has a statutory obligation to regulate all matters relating to the football transfer system. The core objectives of the football transfer system are to:
  - a) protect the contractual stability between professional players and clubs;
  - b) encourage the training of young players;
  - c) promote a spirit of solidarity between elite and grassroots football;
  - d) protect minors;
  - e) maintain competitive balance; and
  - f) ensure the regularity of sporting competitions.
  
2. Regulation of the occupation of Football Agent ensures that the conduct of a Football Agent is consistent with both the core objectives of the football transfer system and the following objectives:
  - a) Raising and setting minimum professional and ethical standards for the occupation of Football Agent;
  - b) Ensuring the quality of the service provided by Football Agents to Clients at fair and reasonable service fees that are uniformly applicable;
  - c) Limiting conflicts of interest to protect Clients from unethical conduct;
  - d) Improving financial and administrative transparency;
  - e) Protecting players who lack experience or information relating to the football transfer system;
  - f) Enhancing contractual stability between players, coaches and clubs; and
  - g) Preventing abusive, excessive and speculative practices.

## Article 2: Scope

1. These Regulations govern the occupation of Football Agents within the international transfer system and apply:
  - a) to all Representation Agreements with an international dimension; or
  - b) any conduct connected to an international transfer or international Transaction.
  
2. A Representation Agreement will have an international dimension whenever:
  - a) it governs Football Agent Services related to a Specified Transaction in connection with an international transfer (or a move of a coach to a club affiliated to a different member association from that of their previous employer or to another member association than that of their previous employer); or
  - b) it governs Football Agent Services related to more than one Specified Transaction, one of which is connected to an international transfer (or a move of a coach to a club affiliated to a different member association from that of their previous employer or to another member association than that of their previous employer).



3. If the conduct is connected to a national transfer or national Transaction or a Representation Agreement governs Football Agent Services not related to Specified Transactions connected to an international transfer, the national football agent regulations of where the Client is registered or domiciled at the time the Representation Agreement is signed shall apply.

### **Article 3: National football agent regulations**

1. Member associations shall implement and enforce national football agent regulations by 30 September 2023.
2. The national football agent regulations govern the occupation of Football Agents within the territory under the jurisdiction of the relevant member associations and apply to all Representation Agreements that do not have an international dimension. The national football agent regulations must be consistent with these Regulations. In particular, they shall:
  - a) incorporate articles 11 to 21 of these Regulations by reference;
  - b) incorporate references to any mandatory element of national law;
  - c) provide jurisdiction to a national-level body for the determination of any disputes, as established in these Regulations; and
  - d) provide jurisdiction to a national-level body to take disciplinary measures, as established in these Regulations.
3. Member associations may introduce in their national football agent regulations stricter measures than those stipulated in articles 11 to 21 of these Regulations. They may also deviate from those provisions where they conflict with stricter mandatory provisions of the law applicable in the territory of the member association.
4. Upon request, member associations must provide FIFA with a copy of their national football agent regulations for review.



# BECOMING A FOOTBALL AGENT



## Article 4: General provisions

1. A natural person may become a Football Agent by:
  - a) submitting a complete licence application via the Platform;
  - b) complying with the eligibility requirements;
  - c) successfully passing the exam conducted by FIFA; and
  - d) paying an annual fee to FIFA.
2. By applying for a licence, an applicant agrees to abide by these Regulations and the FIFA Statutes, FIFA Code of Ethics, FIFA Disciplinary Code and RSTP, all of which are available on [www.fifa.com](http://www.fifa.com).

## Article 5: Eligibility requirements

1. An applicant must:
  - a) upon submitting their licence application (and subsequently thereafter, including after being granted a licence):
    - i. have made no false or misleading or incomplete statements in their application;
    - ii. never have been convicted of a criminal charge, including any related settlements, regarding matters related to: organised crime, drug trafficking, corruption, bribery, money laundering, tax evasion, fraud, match manipulation, misappropriation of funds, conversion, breach of fiduciary duty, forgery, legal malpractice, sexual abuse, violent crimes, harassment, exploitation or child or vulnerable young adult trafficking;
    - iii. never have been the subject of a suspension of two years or more, disqualification or striking off by any regulatory authority or sports governing body for failure to comply with rules relating to ethics and professional conduct;
    - iv. not be an official or employee of FIFA, a confederation, a member association, a league, a club, a body that represents the interests of clubs or leagues or any organisation connected directly or indirectly with such organisations and entities; the only exception is where an applicant has been appointed or elected to a body of FIFA, a confederation or a member association, representing the interests of Football Agents;
    - v. not hold, either personally or through their Agency, any Interest in a club, academy, league or Single-Entity League.
  - b) in the twenty-four months before the submission of a licence application, never have been found performing Football Agent Services without the required licence;
  - c) in the five years before the submission of a licence application (and subsequently thereafter, including after being granted a licence):



- i. never have declared or been declared personally bankrupt or been a majority shareholder, director or key office holder of a business that has declared bankruptcy, entered administration and/or undergone liquidation;
- d) in the 12 months before the submission of a licence application (and subsequently thereafter, including after being granted a licence)):
  - i. not have held any Interest in any entity, company or organisation that brokers, arranges or conducts sports betting activities whereby a wager is placed on the outcome of a sporting event in order to win money.

2. An applicant must satisfy the eligibility requirements:

- a) at the time of their application, in order to take the exam; and
- b) at all times after obtaining a licence, in accordance with article 17.

3. The FIFA general secretariat is responsible for investigating compliance with the eligibility requirements.

### Article 6: Exam procedure

1. If an applicant satisfies the eligibility requirements, FIFA will invite the applicant to sit the exam at the member association selected in their licence application.

2. The member association may charge the applicant an exam fee, exclusively to cover the reasonable costs of organising and holding the exam. Failure to pay the exam fee before the exam will disqualify the applicant from sitting the exam.

3. The frequency and date of exams shall be determined by FIFA and communicated by circular.

4. The exam will be a multiple-choice test prepared by FIFA and will test knowledge of current football regulations, as established in the circular.

### Article 7: Licence fee

1. If an applicant passes the exam, they shall pay the annual licence fee to FIFA.

2. The requirements related to the annual licence fee will be communicated annually by circular.

3. The applicant must pay the annual fee within ninety days of passing the exam. Failure to do so will result in their application being automatically declared void.



### **Article 8: Issue of licence**

1. A licence:
  - a) is issued to a natural person for an indefinite period, subject to article 17;
  - b) is strictly personal and non-transferable; and
  - c) authorises a Football Agent to conduct Football Agent Services on a worldwide basis.

### **Article 9: Continuing professional development**

1. To maintain their licence, a Football Agent shall comply with the CPD requirements on an annual basis.
2. The CPD requirements will be communicated annually by circular.

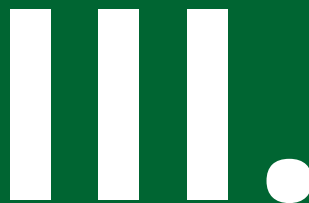
### **Article 10: Request for a suspension or termination of licence**

1. A Football Agent may request a temporary suspension or permanent termination of their licence by submitting a substantiated request in the Platform.
2. To practise as a Football Agent in future, a person that has previously terminated their licence must complete the full licence application process as described in these Regulations.





# ACTING AS A FOOTBALL AGENT



## Article 11: General provisions

1. Only a Football Agent may perform Football Agent Services.
2. A Football Agent must always satisfy the eligibility requirements in article 5 of these Regulations.
3. A Football Agent may conduct their business affairs through an Agency. Any employees or contractors hired by the Agency that are not Football Agents may not perform Football Agent Services or make any Approach to a potential Client to enter into a Representation Agreement. A Football Agent remains fully responsible for any conduct by their Agency, its employees, contractors or other representatives should they violate these Regulations.
4. The following natural or legal persons may not have an Interest in any affairs of a Football Agent or their Agency:
  - a) Clients
  - b) Any person who is ineligible to become a Football Agent under article 5 of these Regulations
  - c) Any person or entity that owns or holds, whether directly or indirectly, any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the RSTP

## Article 12: Representation

1. A Football Agent may only perform Football Agent Services for a Client after having entered into a written Representation Agreement with that Client.
2. Only a Football Agent may Approach a potential Client or enter into a Representation Agreement with a Client for the provision of Football Agent Services.
3. A Representation Agreement concluded between an Individual and a Football Agent may not exceed two years. This term may be extended by a new Representation Agreement only. Any automatic renewal provision, or any other provision that purports to extend any term of the Representation Agreement beyond the maximum period, shall be null and void.
4. A Football Agent may only execute one Representation Agreement with the same Individual at any one time. Before entering into a Representation Agreement with an Individual, or before amending an existing Representation Agreement with an Individual, the Football Agent shall:
  - a) inform the Individual in writing that they should consider taking independent legal advice in relation to the Representation Agreement; and
  - b) obtain the Individual's written confirmation that they have either obtained or decided not to take such independent legal advice.



5. A Representation Agreement concluded between an Engaging Entity or Releasing Entity and a Football Agent is not subject to a maximum duration.
6. A Football Agent may execute multiple Representation Agreements with the same Engaging Entity or Releasing Entity at any one time, subject to those agreements relating to different Transactions.
7. A Representation Agreement is valid only if it contains the following minimum requirements:
- The names of the parties
  - The duration (if applicable)
  - The amount of the service fee due to the Football Agent
  - The nature of the Football Agent Services to be provided
  - The parties' signatures
8. A Football Agent may only perform Football Agent Services and Other Services for one party in a Transaction, subject to the sole exception in this article.
- Permitted dual representation: a Football Agent may perform Football Agent Services and Other Services for an Individual and an Engaging Entity in the same Transaction, provided that prior explicit written consent is given by both Clients.
9. A Football Agent may, in particular, not perform Football Agent Services or Other Services in the same Transaction for:
- a Releasing Entity and Individual; or
  - a Releasing Entity and Engaging Entity; or
  - all parties within the same Transaction.
10. A Football Agent and a Connected Football Agent may not perform Football Agent Services or Other Services for different Clients in the same Transaction, except in accordance with paragraph 8 of this article.
11. Any relevant transfer or employment agreement in a Transaction that is concluded following the provision of Football Agent Services shall specify the Football Agent's name, their Client, their FIFA licence number and their signature.
12. A Client may negotiate and conclude a Transaction without engaging a Football Agent. If this is the case, this shall be explicitly stated in the relevant transfer or employment agreement.



13. Any clause in a Representation Agreement that:
- a) limits an Individual's ability to autonomously negotiate and conclude an employment contract without the involvement of a Football Agent; and/or
  - b) penalises an Individual if they autonomously negotiate and/or conclude an employment contract without the involvement of a Football Agent,
- will be null and void.
14. A Representation Agreement may be terminated at any time by either party if there is just cause to do so. A party revoking or terminating a Representation Agreement without just cause must compensate the other party for any resulting damage. There is just cause to terminate a Representation Agreement when a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term. This includes, but is not limited to, the following situations:
- a) the withdrawal or suspension of a Football Agent licence;
  - b) a ban on taking part in any football-related activity;
  - c) a ban on registering new players, either nationally or internationally, for at least one entire registration period.

### Article 13: Representation of minors

1. An Approach (and/or any subsequent execution of a Representation Agreement) to a minor or their legal guardian in relation to any Football Agent Services may only be made no more than six months before the minor reaches the age where they may sign their first professional contract in accordance with the law applicable in the country or territory where the minor will be employed. This Approach may only be made once prior written consent has been obtained from the minor's legal guardian.
2. A Football Agent that wishes to represent a minor or represent a club in a Transaction involving a minor shall first successfully complete the designated CPD course on minors and comply with any requirement to represent a minor established by the law applicable in the country or territory of the member association where the minor will be employed.
3. A Representation Agreement between a Football Agent and a minor shall only be enforceable where:
- a) the Representation Agreement meets the minimum requirements provided in article 12 paragraph 7;
  - b) the Football Agent has complied with paragraphs 1 and 2 of this article; and
  - c) the Representation Agreement is signed by the minor and their legal guardian as provided by the law applicable in the country or territory of the member association where the minor will be employed.



4. Any violation of paragraph 1 shall be sanctioned, at a minimum, with a fine and a suspension of a Football Agent licence of up to two years.

#### **Article 14: Service fee – general principles**

1. A Football Agent may charge a service fee to a Client as agreed in a Representation Agreement.
2. Payment of the service fee due under a Representation Agreement shall be made exclusively by the Client of the Football Agent. A Client may not contract with or authorise any third party to make such payment.
3. The only exception to the principle in paragraph 2 of this article is when a Football Agent is representing an Individual and their negotiated annual Remuneration is less than USD 200,000 (or equivalent), not counting any conditional payments. In such cases, an Engaging Entity may agree with an Individual to pay the service fee for that Transaction to their Football Agent in accordance with the Representation Agreement. All of the following conditions must apply:
- a) The service fee payment made by the Engaging Entity on behalf of the Individual shall not affect the fiduciary duty of the Football Agent to the Individual. It must also not create any dependency or subordination of the Football Agent towards the Engaging Entity.
  - b) The service fee payment made by the Engaging Entity on behalf of the Individual must be no higher than the agreed service fee in the Representation Agreement between the Individual and Football Agent.
  - c) The Engaging Entity may not deduct any service fee payment made pursuant to paragraph 3 of this article from the Individual's Remuneration.
4. The service fee due to a Football Agent shall be paid on an invoice basis.
5. A Football Agent is entitled to receive a service fee only if the fee corresponds to the services stipulated in advance in a Representation Agreement, and the Representation Agreement is in force at the time at which the relevant Football Agent Services are performed.
- a) Where an employment contract has a duration longer than the associated Representation Agreement, a Football Agent may receive a service fee after expiry of the Representation Agreement as long as the Individual's negotiated employment contract is still in effect, and provided that this is expressly agreed with the Client in the Representation Agreement.
6. Payment of any service fee shall be made after the closure of the relevant registration period and in instalments every three months for the duration of the negotiated employment contract.



7. Only the Remuneration actually received by an Individual shall be subject to the payment of a service fee, calculated on a pro-rata basis.
8. Where a negotiated employment contract is less than six months in duration, payment shall be made in a single instalment at the expiry of the negotiated employment contract.
9. A Football Agent may not receive a service fee when engaged to perform Football Agent Services relating to a minor unless the relevant player is signing their first or subsequent professional contract in accordance with the law applicable in the country or territory of the member association where the minor will be employed.
10. Where a Football Agent acts on behalf of an Engaging Entity and an Individual in the same Transaction under article 12 paragraph 8 a) of these Regulations (permitted dual representation), the Engaging Entity may pay up to 50% of the total service fee due.
11. A Releasing Entity shall pay a service fee to a Football Agent following receipt of each instalment of the transfer compensation due to the Releasing Entity. The Releasing Entity shall duly inform the Football Agent of any such instalments received.
12. A Football Agent is not entitled to receive any service fee not yet due deriving from a negotiated employment contract where:

  - a) the Individual transfers to another Engaging Entity before the negotiated employment contract expires; or
  - b) the negotiated employment contract is prematurely terminated by the Individual without just cause and the Football Agent still represents the Individual at the time of that termination.
13. All service fee payments to Football Agents shall be made through the FIFA Clearing House in accordance with the FIFA Clearing House Regulations.

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



## Article 15: Service fee cap

1. The service fee payable to a Football Agent for the performance of Football Agent Services shall be calculated as follows:
  - a) When representing an Individual or Engaging Entity: based on the Individual's Remuneration
  - b) When representing a Releasing Entity: based on the transfer compensation for the relevant Transaction
2. The maximum service fee payable for the provision of Football Agent Services in a Transaction, regardless of the number of Football Agents providing Football Agent Services to a particular Client, is:

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

For the avoidance of doubt, the following shall apply:

- a) The calculation to determine the relevant service fee cap of the Individual's Remuneration may not take into account any conditional payments.
- b) If an Individual's Remuneration is above USD 200,000 (or equivalent), the annual excess above that amount shall be subject to a service fee cap of 3% if the Football Agent is representing an Individual or an Engaging Entity or 6% if they are representing both an Engaging Entity and an Individual (permitted dual representation).



- c) The calculation of the transfer compensation may not include:
  - i. any amount paid as compensation for breach of contract pursuant to article 17 or Annexe 2 of the RSTP; and/or
  - ii. any sell-on fee.

3. Where a Football Agent or a Connected Football Agent, in the 24 months prior to or following a Transaction, performs Other Services for a Client involved in that Transaction, it shall be presumed that the Other Services formed part of the Football Agent Services performed in that Transaction, unless proven to the contrary.

4. Where a Football Agent and/or Client fails to rebut the presumption in paragraph 3 of this article, the fees paid for the Other Services shall be deemed to be part of the service fee paid for the Football Agent Services performed in that Transaction.

## Article 16: Rights and obligations

1. A Football Agent may:

- a) provide Football Agent Services to any Client that executes a written Representation Agreement that contains the minimum terms described in article 12 of these Regulations;
- b) not Approach a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement;
- c) not enter into a Representation Agreement with a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement.

2. A Football Agent shall:

- a) always act in the best interests of their Client(s);
- b) respect and adhere to the Statutes, regulations, directives and decisions of the competent bodies of FIFA, the confederations and member associations;
- c) avoid conflicts of interest while providing their Football Agent Services;
- d) ensure that their name, licence number, signature and the name of their Client appear in any contracts resulting from the provision of their Football Agent Services;
- e) always meet the eligibility requirements while licensed, as described in articles 5 and 17 of these Regulations;
- f) pay an annual licence fee to FIFA within the deadline stipulated on the Platform, as described in articles 7 and 17 of these Regulations;





- g) comply with the CPD requirements, as described in articles 9 and 17 of these Regulations;
- h) comply with the ongoing disclosure and reporting requirements, as described under j) below and in paragraph 4 of this article;
- i) immediately report any breaches of these Regulations, or FIFA, confederation or member association rules, regulations or codes of conduct to the relevant authority or body;
- j) upload to the Platform:
  - i. within 14 days of execution, amendment or termination of a Representation Agreement: the relevant Representation Agreement and the information requested on the Platform;
  - ii. within 14 days of execution: any agreement with a Client other than a Representation Agreement, including but not limited to agreements relating to Other Services and the information requested on the Platform;
  - iii. within 14 days of payment of a service fee: the information requested on the Platform;
  - iv. within 14 days of payment of a fee related to any agreement entered into with a Client other than a Representation Agreement: the information requested on the Platform;
  - v. within 14 days of occurrence: any contractual or other arrangement between Football Agents to cooperate in the provision of any services or to share the revenue or profits of any part of their Football Agent Services;
  - vi. within 14 days of occurrence: any information that may impact the obligation to meet the eligibility requirements; and
  - vii. within 14 days of occurrence: any settlement agreement entered into with a Client or another Football Agent.
- k) if they conduct their business affairs through an Agency, upload to the Platform:
  - i. within 14 days of the first Transaction involving the Agency: its ownership structure, the identity of the shareholders, the percentage owned in its share capital and/or identity of its beneficial owners;
  - ii. within 14 days of the first Transaction involving the Agency: the number of Football Agents that use the same Agency to conduct their business affairs and the name of all its employees; and
  - iii. within 30 days of occurrence: any changes to any of the information previously provided in relation to the Agency.



3. A Football Agent may not engage, or attempt to engage, in the following conduct:

- a) Approach, enter into negotiations, take any steps, solicit or in any way facilitate discussions between parties with a view to a Transaction (including the making of statements to the media), regarding any Individual with the aim of inducing them to prematurely terminate their employment contract without just cause or violate any obligations in their employment contract.
- b) Offer or pay any undue personal, pecuniary or other advantage, either directly or indirectly, to:
  - i. any official or employee of a member association, club or Single Entity League in connection with Football Agent Services; or
  - ii. an Individual (or any family member or legal guardian or friend of that Individual) in relation to a Representation Agreement with that Football Agent.
- c) Conceal material facts from a Client, including without limitation:
  - i. failing to declare a conflict of interest (even if such conflict would otherwise be permitted in accordance with these Regulations); or
  - ii. failing to report a written offer (by any means of communication) made to a Client.
- d) Circumvent the cap established by these Regulations, either directly or indirectly, by, for example and without limitation, intentionally increasing the service fee charged or that otherwise would have been charged to the Client for Other Services.
- e) Accept payment of any transfer compensation or training reward that is payable in connection with a player's transfer between clubs. This includes, without limitation, any rights as described in article 18ter of the RSTP.
- f) Be involved, directly or indirectly, in a bridge transfer as defined in the RSTP or own or hold any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the RSTP.
- g) Violate these Regulations in any other way.

4. With regard to disclosure and reporting, a Football Agent shall:

- a) immediately inform a Client of any written offer (by any means of communication) they have received in relation to their Client;
- b) provide to a Client, on request, a copy of the relevant Representation Agreement or any other written agreements in relation to Other Services, a copy of the employment contract or any other written documents obtained in relation to the Football Agent Services, a schedule detailing payments of any kind whatsoever made to the Football Agent in relation to a Transaction in which they were involved; and



- c) upon request, cooperate with the relevant body of each member association, confederation and/or FIFA with respect to any request for any type of information in any form.

## Article 17: Compliance with ongoing licensing requirements

1. If a Football Agent fails to:
  - a) meet the eligibility requirements at any time;
  - b) pay the annual licence fee to FIFA within the deadline stipulated on the Platform;
  - c) comply with the CPD requirements in a calendar year; or
  - d) comply with their reporting obligations;
 their licence shall automatically be provisionally suspended.
2. The FIFA general secretariat is responsible for investigating compliance with the requirements in paragraph 1 of this article.
3. If paragraph 1 a) of this article applies:
  - a) the FIFA general secretariat will notify the Football Agent that it believes there are grounds to consider that they do not meet the eligibility requirements, and of the automatic provisional suspension; and
  - b) the matter will be referred to the FIFA Disciplinary Committee for its decision.
4. If one or more of the circumstances described in paragraphs 1(b), (c) or (d) of this article apply:
  - a) the FIFA general secretariat will notify the Football Agent of their non-compliance and of the automatic provisional suspension; and
  - b) if the Football Agent fails to rectify their non-compliance within sixty days of their licence being automatically provisionally suspended, their licence shall be withdrawn.



# RIGHTS AND OBLIGATIONS OF CLIENTS

# IV.

## Article 18: Engagement of Football Agents

1. Clients:
  - a) may engage a Football Agent to perform Football Agent Services, provided that they do not choose to undertake such activities themselves;
  - b) shall pay the service fee agreed with a Football Agent in a timely manner established by these Regulations and in accordance with the respective Representation Agreement, employment contract and transfer agreement (as applicable);
  - c) shall satisfy themselves that a Football Agent is appropriately licensed by FIFA prior to signing the relevant Representation Agreement;
  - d) shall cooperate with the relevant body of each member association, confederation and/or FIFA with respect to any request in relation to a Football Agent made by those bodies;
  - e) may request from the Football Agent a schedule detailing all payments of any kind whatsoever (including all remuneration, fees and expenses) made by and/or regarding that Client;
  - f) (for clubs) shall upload to the FIFA Transfer Matching System (TMS) within 14 days of occurrence:
    - i. the information requested in TMS on completion of each Transaction that is an international transfer in which the club is involved;
    - ii. any amendment to, or termination of, a relevant Representation Agreement;
    - iii. any agreement with a Football Agent other than a Representation Agreement, including but not limited to Other Services, and the information requested in TMS;
    - iv. the information requested in TMS following the payment of a fee related to any agreement entered into with a Football Agent other than a Representation Agreement; and
  - g) shall immediately report any breaches of these Regulations to FIFA, the confederations or member associations.



2. Clients (and their officials, when applicable) may not engage, or attempt to engage, in the following conduct:
- a) Engage or appoint an unlicensed person to perform Football Agent Services;
  - b) Accept or request any undue personal, pecuniary or other advantage from a Football Agent;
  - c) Give, offer or seek to offer consideration or a promise of any kind, either directly or indirectly, to a Football Agent (or to any family member of, or other person connected with, that Football Agent), other than the service fee agreed;
  - d) For member associations, clubs and Single-Entity Leagues, interfere in, or influence, the freedom of an Individual to select a Football Agent;
  - e) Participate, or assist, directly or indirectly, in any circumvention of the service fee cap established by these Regulations;
  - f) Have an Interest in an Agency or the affairs of a Football Agent, in accordance with article 11 paragraph 4 of these Regulations;
  - g) For member associations, clubs and single-entity leagues, either directly or indirectly, induce or coerce an Individual to breach the terms of their Representation Agreement with their Football Agent;
  - h) Fail to immediately report any breach of these Regulations to FIFA;
  - i) Permit a Football Agent or their Agency to have an Interest in them; or
  - j) Any other breach of these Regulations.



# DISCLOSURE AND PUBLICATION

V.

## Article 19: Disclosure and publication

1. FIFA shall make available:
  - a) the names and details of all Football Agents;
  - b) the Clients that Football Agents represent, the exclusivity or non exclusivity of their representation and the expiry date of the Representation Agreement;
  - c) the Football Agent Services provided to each Client;
  - d) any sanctions imposed on Football Agents and Clients; and
  - e) details of all Transactions involving Football Agents, including the service fee amounts paid to Football Agents.





**DISPUTES**

**VI.**

## Article 20: Jurisdiction

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

  - a) arising out of, or in connection with, a Representation Agreement with an international dimension (see art. 2 par. 2 of these Regulations);
  - b) where a claim is lodged in accordance with the Procedural Rules Governing the Football Tribunal; and
  - c) where no more than two years have elapsed from the event giving rise to the dispute; the application of this time limit shall be examined *ex officio* in each case.
2. The detailed procedures for the resolution of disputes are set out in the Procedural Rules Governing the Football Tribunal.
3. Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, for disputes arising out of, or in connection with, a Representation Agreement without an international dimension, the decision-making body identified in the national football agent regulations of the relevant member association has jurisdiction to determine such disputes (cf. art. 2 par. 3).



# DISCIPLINARY MATTERS

# VII.

## Article 21: Competence and enforcement

1. The FIFA Disciplinary Committee and, where relevant, the independent Ethics Committee are competent to impose sanctions on any Football Agent or Client that violates these Regulations, the FIFA Statutes or any other FIFA regulations, in accordance with these Regulations, the FIFA Disciplinary Code and the FIFA Code of Ethics. FIFA has jurisdiction regarding:

  - a) any conduct connected to a Representation Agreement with an international dimension (cf. article 2 par. 2); or
  - b) any conduct connected to an international transfer or international Transaction.
2. The relevant member association is responsible for imposing sanctions on any Football Agent or Client that violates their national football agent regulations. The relevant member association has jurisdiction regarding:

  - a) any conduct connected to a Representation Agreement without an international dimension (cf. article 2 par. 3); or
  - b) any conduct connected to a national transfer or national Transaction.
3. The FIFA general secretariat shall monitor compliance with these Regulations. In particular:

  - a) Any party that receives a notice requesting information shall cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the party but which the party is entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, a document (or an excerpt) shall be provided in English, French or Spanish.
  - b) Electronic notifications through the Platform or TMS or sent by email to the address provided on the Platform or TMS by the parties are considered valid means of communication and will be deemed sufficient to establish time limits.
  - c) Following an investigation, the FIFA general secretariat may refer cases of non-compliance with these Regulations to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.
  - d) Following an investigation, the FIFA general secretariat may refer cases of ethical misconduct in relation to these Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.



**FINAL  
PROVISIONS**

**VIII.**

## Article 22: Transitory provisions

1. Representation Agreements that expire on or after 1 October 2023 in force at the time at which these Regulations are approved, notwithstanding those that do not meet the minimum requirements provided in article 12 paragraph 7, shall remain valid (but not be extended) until they expire.
2. Any new Representation Agreements or renewals of existing Representation Agreements concluded after the approval of these Regulations shall be in compliance with these Regulations as from 1 October 2023.
3. A person that has executed any such Representation Agreement shall obtain a licence pursuant to these Regulations to continue providing Football Agent Services as from 1 October 2023.

## Article 23: Agents formerly licensed pursuant to the FIFA Players' Agent Regulations

1. A person formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 editions) is exempt from the requirement to pass the exam established by these Regulations, provided that:
  - a) they submit an application for a licence pursuant to these Regulations up to and including 30 September 2023;
  - b) they provide proof that they were licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 editions);
  - c) upon application, they comply with the eligibility requirements under article 5 of these Regulations;
  - d) as part of their application, they provide proof that they were registered as an intermediary, or were the owner, director, or employee of a legal person registered as an intermediary at a member association between 1 April 2015 and the date of the approval of these Regulations, pursuant to the RWWI or equivalent national regulations; and
  - e) after being confirmed as exempt from the exam by the FIFA general secretariat, they comply with article 7 of these Regulations.
2. If a former licensed agent meets the relevant conditions, they shall be issued a licence in accordance with article 8 of these Regulations. They shall subsequently be subject to the ongoing licensing requirements set out by these Regulations, with the exception that they shall be required to earn a certain number of credits per CPD calendar year for five years, as set out in the annual circular.
3. The FIFA general secretariat is responsible for investigating compliance with paragraph 1 of this article.



## Article 24: Recognition of national law licensing systems

1. A licensing system for sports agents established pursuant to national law, which permits a person to perform equivalent services to Football Agent Services in a country or territory, may be recognised by FIFA, where it establishes:

  - a) eligibility requirements for all applicants and licensees; and
  - b) a requirement for applicants to successfully pass an exam that includes questions related to football regulations or other substantial educational requirements.
2. An application for FIFA to recognise a licensing system for sports agents established pursuant to national law must be sent to the FIFA general secretariat through the Platform by the relevant member association of the country or territory where such system is applicable.
3. A person licensed to perform equivalent services to Football Agent Services in a certain country or territory in accordance with paragraph 1 of this article is exempt from the requirement to pass the exam established by these Regulations, provided that:

  - a) the member association of the country or territory where such national licensing system applies has been recognised by FIFA in accordance with paragraph 2 of this article;
  - b) such person provides proof that they were licensed to perform services equivalent to Football Agent Services in the relevant country or territory, in accordance with paragraph 1 of this article before the entry into force of these Regulations (see art. 28 par. 1 a) of these Regulations);
  - c) upon application, they comply with the eligibility requirements under article 5 of these Regulations; and
  - d) they comply with article 7 of these Regulations.
4. If an applicant pursuant to paragraph 3 of this article meets the relevant conditions, they shall be issued a licence in accordance with article 8 of these Regulations. They shall subsequently be subject to the ongoing licensing requirements set out by these Regulations, with the exception that they shall be required to earn a certain number of credits per CPD calendar year for five years, as set out in the annual circular.
5. The FIFA general secretariat is responsible for deciding any application made pursuant to this article.



### Article 25: Football Agent Working Group

1. FIFA will establish a Football Agent Working Group composed of representatives of professional football stakeholders and agent organisations.
2. The Football Agent Working Group will act as a permanent consultative body in relation to any Football Agent-related matters.

### Article 26: Matters not provided for

1. Any matters not provided for in these Regulations shall be determined by the FIFA general secretariat.
2. Cases of force majeure affecting these Regulations shall be decided by the FIFA Council, the decisions of which are final.

### Article 27: Official languages

1. If there are any discrepancies in the interpretation of the texts in the various languages in which these Regulations are published, the English text shall be authoritative.

### Article 28: Enforcement

1. These Regulations were approved by the FIFA Council on 16 December 2022 and enter into force as follows:
  - a) On 9 January 2023: articles 1 to 10 and articles 22 to 27, which generally relate to the processes for obtaining a licence
  - b) On 1 October 2023: the remaining articles, which generally relate to acting as a Football Agent and the obligations of Football Agents and Clients

For the avoidance of doubt, the obligation of Clients to only utilise Football Agents to perform Football Agent Services in relation to a Transaction (see art. 11 of these Regulations) commences for all Transactions as from 1 October 2023.





2. The RWWI are hereby revoked as from 1 October 2023.

Zurich, 16 December 2022

For the FIFA Council:

President:

Gianni Infantino

Secretary General:

Fatma Samoura



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—●—  
GUARDIANS

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**TO**

**US**

**CHILD SAFEGUARDING  
TOOLKIT FOR MEMBER  
ASSOCIATIONS**

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01

## PRESIDENT'S FOREWORD

“

Millions of children around the world are involved in football. Many play, whether in organised matches or kick-about, some take an early interest in coaching and refereeing, and almost all follow a favourite team, learning valuable life lessons such as loyalty and team work, through thick and thin.

*However they are involved in the game, what these children all have in common is the right to enjoy football in a safe environment, in a culture of respect and understanding.*

FIFA's vision is to promote the game of football, protect its integrity and bring the game to all. In realising this vision, we are

and will keep on leading the game in a way that ensures that involvement in football, in any form, is a positive experience for all children. We are and will work together with all the member associations (MAs) and confederations, support and guide them when needed, foster cooperation between them, listen and follow their good practice examples, which are numerous.

With this toolkit, FIFA has established guiding principles and minimum requirements that will help leaders and organisers in our sport to ensure a safe and nurturing environment for the youngest members of the football family. Such an environment, far from being a privilege, is every child's right.

”

FIFA President

**Gianni Infantino**

02

## SECRETARY GENERAL



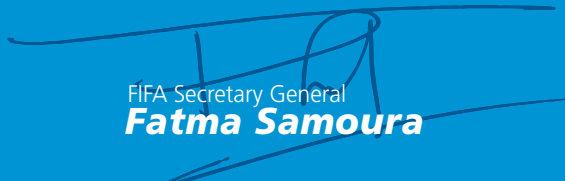
As highlighted in FIFA Vision 2.0, our organisation is committed to the standards that are demanded of a global sport governing body. For all those under 18, this means ensuring the highest standards are met by implementing effective measures so that football is played in a safe, positive and encouraging atmosphere for all children, everywhere.

This toolkit is part of FIFA's overall vision to safeguard children, in line with article 3 of the FIFA Statutes to respect all internationally recognised human rights and to promote the protection of these rights. In addition, it aims to support implementation of the FIFA Forward 2.0 Development Programme which obliges MAs and confederations to "take measures to protect and safeguard children and minors from potential abuses and to protect their wellbeing within football" (FIFA Forward 2.0 Regulations, article 8, paragraph 1t).

*Proactive efforts by FIFA and its MAs to safeguard children will not only enhance their enjoyment of and performance in football, it will set the foundations to safeguard everyone across the game and promote zero tolerance for any form of abuse or harassment within football.*

Through the five principles and five steps outlined in this toolkit, we are setting minimum requirements to ensure the safety and well-being of all children in our game. We will continue to work with our members and partners to ensure the message is heard loud and clear: no form of abuse is justifiable in sports and we each have an obligation to install robust safeguarding measures to prevent it.



  
FIFA Secretary General  
**Fatma Samoura**

## 03

# INTRODUCTION

As the global governing body for football, FIFA is committed to supporting its members to implement best practice to keep children safe and ensure involvement in football is fun for all. While FIFA does not control the day-to-day operations of our members, or their affiliated organisations and clubs who are independently organised, this toolkit sets minimum requirements for all members on child safeguarding.

Accordingly, this document will underpin our work and that of our 211 MAs and the six confederations.

It provides a framework to help members consider how they can prevent any risk of harm to children in football and respond appropriately, as called for in the

FIFA Forward 2.0 Regulations, article 8, paragraph 1t).

The toolkit recognises that many MAs already have good policies, procedures and training in place and builds on the great work of our partners around the world.

It is part of FIFA's overall commitment to safeguard children<sup>1</sup> and will be supplemented with further guidance, templates, knowledge-sharing and training to support MAs, together with the confederations, in developing their own policies, procedures and good practices. FIFA considers this a living document that is to be updated every twenty-four months based on feedback and practical experience from our members.

---

<sup>1</sup> Reference to **article 3** of the FIFA Statutes: "FIFA is committed to respecting all internationally recognised human rights and shall strive to promote the protection of these rights" and the FIFA Code of Ethics (in particular **article 23**). In addition, the FIFA Forward 2.0 Development Programme obliges member associations and confederations to "take measures to protect and safeguard children and minors from potential abuses and to protect their wellbeing within football" (**FIFA Forward 2.0 Regulations, article 8, paragraph 1t**).





## HOW WAS THE TOOLKIT DEVELOPED?

The content of this toolkit was developed by the FIFA administration together with the FIFA Child Safeguarding Working Group. Special thanks to UNICEF, the Council of Europe, the Scottish Football Association, OFC and Concacaf for their technical support and advice. Consultation and input was also received from the FIFA Development Committee and the OFC Just Play project managers.

It draws on multiple sources from MAs around the world, as well as other organisations' safeguarding policies and guidelines that are listed in the resources.

---

# WHO IS THIS TOOLKIT FOR?



**This is a resource for all stakeholders working to safeguard children in football. Specifically, it is intended for MAs:**



To promote accountability and responsibility for keeping children safe from harm when involved in any football activity;



To self-assess and inform the development of their safeguarding policies, plans and programmes, including for human resource and training needs;



To assist coordinators and technical staff with risk assessments and the development of safeguarding plans and programmes;



To support practitioners, such as coaches, trainers, medical personnel, staff and volunteers, who provide services, training and programmes to children to apply good practice for effective action.

# HOW TO GET THE MOST OUT OF THE TOOLKIT

**Child safeguarding is the set of proactive actions MAs can take to promote the well-being of children and keep them safe from harm when involved in football.**

It is an umbrella term encompassing the prevention of physical, sexual and emotional abuse, and neglect of children.

Even if good preventive measures are in place, concerns about a child may still arise. **Child protection** is an essential part of safeguarding and refers to the action taken in response to a *specific* concern for a child or children who may be suffering or is/are at risk of suffering harm or abuse. It requires referral to specialised child protection services, law enforcement agencies and expert local organisations that are trained to provide advice on and manage cases, if concerns arise.

This toolkit is meant to be interactive and assist MAs on their safeguarding journey. If you are using the printed version, you can use the space provided for notes if helpful. If using the PDF version on a computer, take advantage of the active hyperlinks as you move through the document.

If your MA is working on this issue for the first time, it may be helpful to start with an understanding of what we mean by safeguarding and child protection, as well as what we mean by abuse, its global prevalence and consequences, as well as some risk and protective factors within sport. These and other important considerations are explained in Appendix 1 “Starting on common ground”.



**04**

# GETTING STARTED: FIVE PRINCIPLES, FIVE STEPS

This section sets out the five principles and five steps that should underpin each MA's work to prevent any risk of harm to children in football and to appropriately respond. They are based on the United Nations Convention on the Rights of the Child (UNCRC), which is the world's most widely ratified human rights treaty. Each of the five steps contain supplementary guidance notes and suggested templates that should be considered by MAs in developing their own safeguarding policies and practices, depending on what stage of the safeguarding journey they are in. The five steps are based on the practical application of the International Safeguards for Children in Sport.



# THE FIVE PRINCIPLES



**IN LINE WITH THE TERMS AND SPIRIT OF THE  
UNCRC, SAFEGUARDING CHILDREN IN FOOTBALL  
IS BASED AROUND THE FOLLOWING FIVE PRINCIPLES  
THAT APPLY TO ALL STAKEHOLDERS:**



## PRINCIPLE 1

We will act in the best interests of children.<sup>2</sup>  
Ensuring that children are safeguarded is part  
of a commitment to enhancing their enjoyment  
of and performance in football.

<sup>2</sup>This means that every action relating to a child or children in football has to take into account their best interests as a primary consideration. The word "action" includes all decisions, conduct, training, services, programmes, etc.



## PRINCIPLE 2

Children’s rights, as set out in the UNCRC, will be respected and promoted throughout the game of football. Amongst other factors, this means that:

- a. A “child” or “young person” is anyone under the age of 18 years. While recognising that programmes differ for young children and adolescents, hereinafter the toolkit refers to all individuals under 18 years as “children”, regardless of the age of majority in the country where the child lives.
- b. Every child has the right to take part in football in a safe and inclusive environment free from all forms of abuse, harassment and exploitation.
- c. We will put the child before the player, referee, supporter or other role they may have in football.
- d. We recognise that any form of abuse disrespects the rights of the child and will not be tolerated.
- e. Children have a right to participate and be heard across the game, including by having a say in shaping safeguarding policy and practice, and for their views and opinions to be taken into consideration in all decisions and actions concerning them.



## PRINCIPLE 3

The principles and practices in this toolkit will be applied to all children and without discrimination on account of race, skin colour, ethnic, national or social origin, gender, disability, language, religion, political opinion or any other opinion, wealth, birth or any other status, sexual orientation or any other reason.





## PRINCIPLE 4

Safeguarding children is everyone's responsibility, regardless of the country we are from or the role we hold in football. This means that when children are in our care we have a duty to safeguard them, without exception.



## PRINCIPLE 5

Specific roles and responsibilities must be defined within MAs and all concerns will be reported and dealt with immediately in accordance with stated procedures, in line with national legislation, and with the best interests of the child as the primary concern.

# THE FIVE STEPS



Some MAs have well developed policies and procedures in place, others are just starting out on their safeguarding journey. Depending on what stage of the journey your MA is in, these five steps, taken together, are intended to help you refocus current efforts and implement minimum requirements to keep children safe in football. The steps are underpinned by recognised best practice to help you develop a long-term system of safeguarding. FIFA strongly recommends that MAs implement these steps working together with their local expert partners

and relevant authorities. For those MAs that currently do not have any safeguarding measures in place, the steps should be implemented incrementally and within 24 months of the launch of this toolkit. FIFA will provide MAs with ongoing training and support, together with the respective confederations. In turn, each member should provide FIFA with progress reports on the implemented safeguarding measures on a regular basis as part of its obligation under article 8, paragraph 1t of the FIFA Forward 2.0 Regulations.

# THE FIVE STEPS TOWARDS SAFEGUARDING CHILDREN IN FOOTBALL

**STEP  
01**

How are children involved in our game and what safeguards already exist?



**STEP  
02**

Set out and define your safeguarding policy



**STEP  
03**

Develop procedures and guidelines to implement your policy



**STEP  
04**

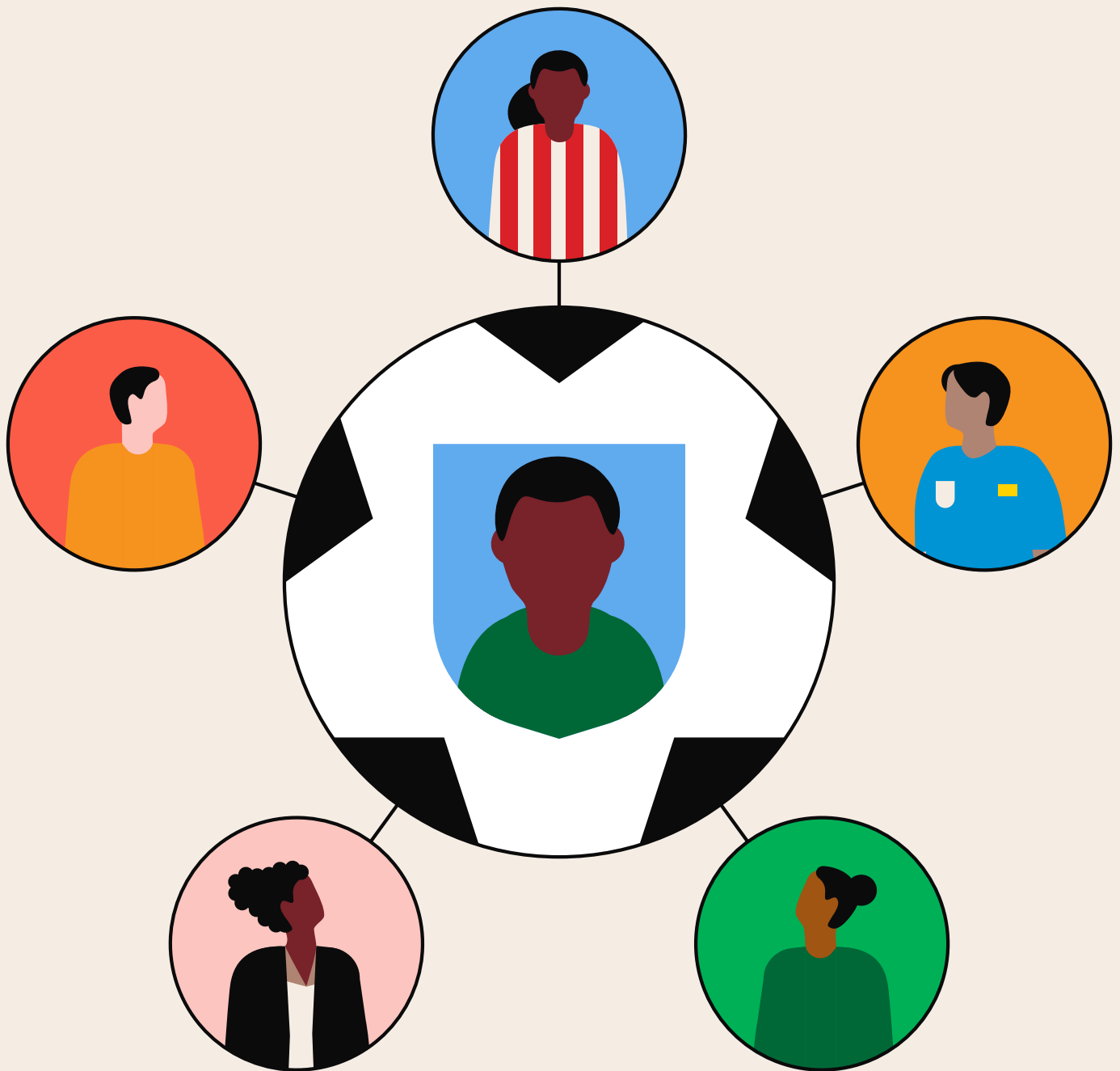
Communication and education



**STEP  
05**

How will you monitor, evaluate and review your policies, procedures and guidelines?





**STEP 1**

**HOW ARE CHILDREN INVOLVED IN OUR GAME AND WHAT SAFEGUARDS ALREADY EXIST?**

**STEP 1**

**HOW ARE CHILDREN INVOLVED IN OUR GAME AND WHAT SAFEGUARDS ALREADY EXIST?**



**The first step towards safeguarding children in football is to consider:**

- A.** The ways in which children are involved in football in your country.
- B.** Undertaking an assessment to understand what is already in place to safeguard them. You may not consider certain actions in terms of "safeguarding", but it is likely that you are already undertaking a number of measures to safeguard children in your country.

- C.** What agencies and organisations exist within your country to safeguard and protect children and to promote their rights? These locally based expert agencies and organisations may be able to provide guidance and support you in safeguarding and protecting children involved in football in your country.

**Understanding each of these areas in more detail will help you to decide which of the next steps you need to take and how to prioritise them.**

**A. The involvement of children**

Ask yourself:

**In what ways are children involved in our game?**

Although not an exhaustive list, this could be playing in youth or adult football at any level, from grassroots to elite football, attending matches as a supporter, refereeing at any level, attending tournaments or youth academies, coaching other young people or adults, acting as a matchday mascot or as a ballboy or ball girl. It is important to consider all the ways children are involved in football at the various levels so that your policies, procedures and safeguarding measures can be developed to safeguard children across football and not only when they are playing.

(Notes)

**Who are the people who interact with the children that you have identified as involved in football and what is the nature of their interaction?**

This includes staff and volunteers involved in football.

(Notes)

***B. What measures do you already have in place?***

*Ask yourself:*

**Is there a safeguarding policy in place that covers each of the areas where children are involved in the game? Are there procedures in place to implement this policy?** Yes, no?

*If not, please refer to steps 2, 3 and 4 below.*

(Notes)

**What steps have you taken to ensure that both children and adults involved in each of these areas understand what safeguarding is and why it is important?**

*If not, please refer to steps 3 and 4.*

(Notes)

## How do you know that what you are doing is safeguarding children?

*Please refer to step 5.*

(Notes)

### C. Safeguarding and protecting children in your country

*Ask yourself:*

#### **Do you have an understanding of the safeguarding and protection requirements<sup>3</sup> and arrangements that are set out in the laws of your country?**

- Which laws establish your duty to safeguard children in your care or to report concerns? Note that in some countries, national legislation provides a clear mandatory requirement to report concerns of abuse.
- Are there laws or guidelines around safeguarding and practical supervision, and/or health and safety measures you should have in place for children, for example, the number of children one adult can look after at one time?

(Notes)

#### **Which agencies and organisations are in charge of safeguarding and protecting children and/or children's rights within your country?**

It is important to identify and consider engaging and establishing partnerships with these agencies and organisations, as they may be able to help and support you in safeguarding children in football in your country.

- What government departments or local agencies exist that have a statutory responsibility for promoting children's rights and child protection?<sup>4</sup> It is important to remember that a child

<sup>3</sup> "Safeguarding" and "protection" might be described differently in your country, so it is important to check with local experts and understand what laws apply to your work with children. There may, for example, be laws against sexual or physical abuse, or corporal punishment of children.

<sup>4</sup> For example, the Department of Health and Social Welfare, Department of Children's Services, or community-based policing units, etc.



participating in football falls under the protection measures of domestic laws of the country in which he/she is playing. In this context, statutory responsibility refers to the specialised government departments or agencies that are charged with promoting children's rights and well-being and investigating concerns and allegations of abuse.

- Where should you report concerns or seek general advice?
- Is there an independent government organisation for children's rights in your country that can provide further advice (e.g. a children's rights commissioner or ombudsman)?

(Notes)

**Do you have links with other sports bodies,<sup>5</sup> non-governmental organisations (NGOs) or UN entities that could provide you with education, support or guidance in the area of children's rights and safeguarding?**

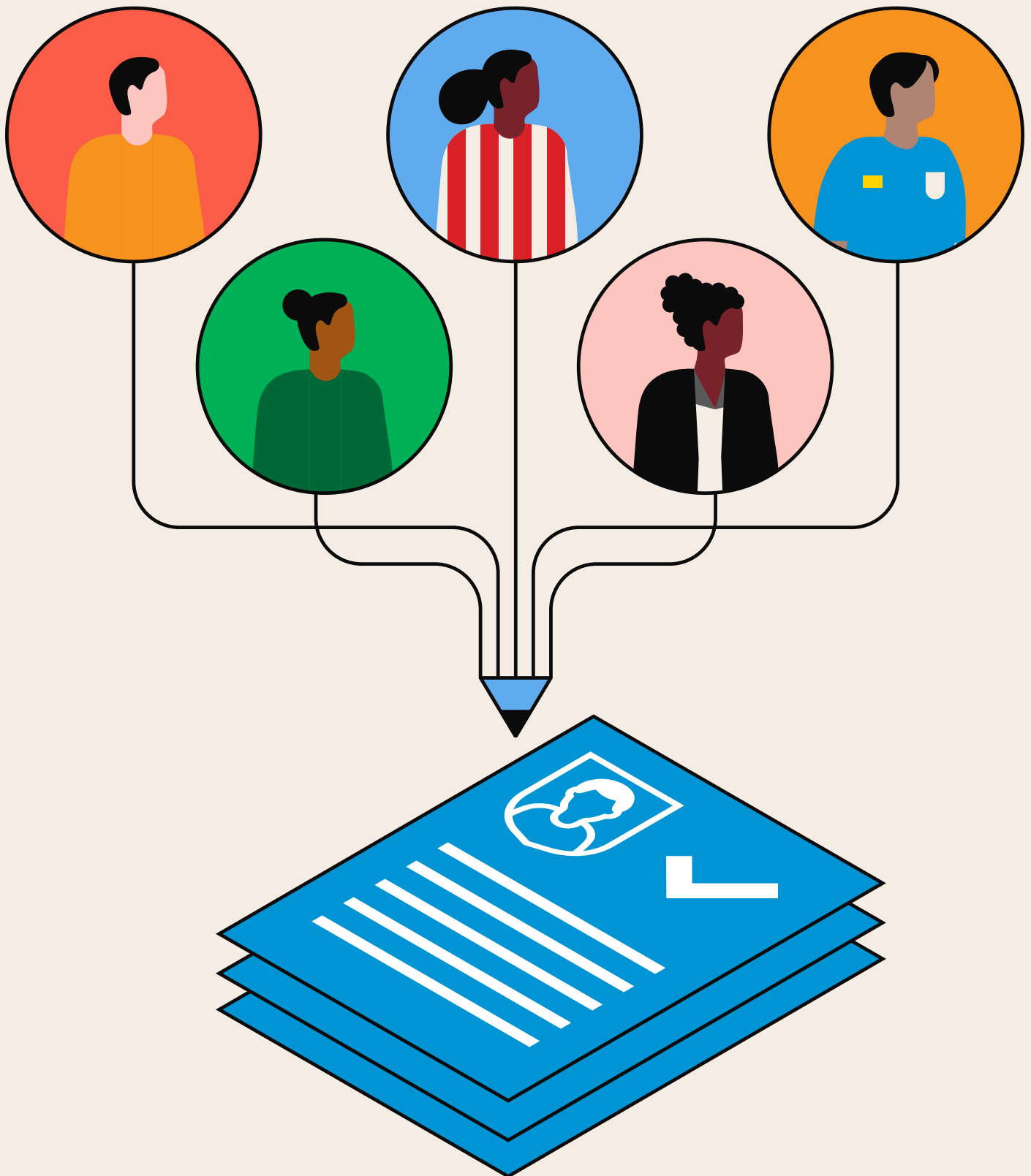
In identifying relevant national partners to engage, UNICEF can act as a contact in countries where it has local Field Offices as well as other expert NGOs in this field. They will be able to assist you with local information about the agencies and organisations that can support or help with specific referrals if cases or concerns of abuse arise.

(Notes)

**Step 1 ACTION:** *Having considered the questions above, and before moving on to step 2, the following tool has been designed to help you further assess where you currently stand on the safeguarding journey. Save your results for future monitoring of progress:*

*FIFA organisational assessment tool for MAs.*

<sup>5</sup> Other sports organisations or bodies in your country may have existing approaches to safeguarding that can provide examples of lessons learnt and guidance.



**STEP 2**

**SET OUT AND DEFINE  
YOUR SAFEGUARDING POLICY**

## STEP 2

### SET OUT AND DEFINE YOUR SAFEGUARDING POLICY

Every MA that engages directly or indirectly with children has a duty to do all it can to protect children from harm within football and to promote their well-being. A child safeguarding policy provides MAs with a formal approach to managing this duty of care. Safeguarding children is supported by having a good, clear and accessible policy in place so that both adults and children are clear on what is expected of them and others.

**This step refers to the development of an “organisational policy” within MAs, meaning a policy that should be in place for all aspects of the game, all year round.**

#### As a minimum, your policy should:

- Be approved by your executive committee or council and have an associated action plan.
- Identify a lead officer on child safeguarding.<sup>6</sup>
- Have a dedicated safeguarding internal steering group and/or external advisory group<sup>7</sup> to help the development, implementation and monitoring of your safeguarding measures.



- Be reviewed regularly, following any changes to national legislation or safeguarding practice, or as a consequence of a particular issue or case arising.
- Contain clear definitions, for example what is meant by a child, safeguarding, child protection, and abuse in line with your national legislation. An explanation of key terms can be found in Appendix 1 of this document.
- Contain clear policy statements on the five safeguarding principles noted above.

**Step 2 ACTION:** Please refer to the guidelines and templates in the following appendixes to help set out and develop your safeguarding policy:

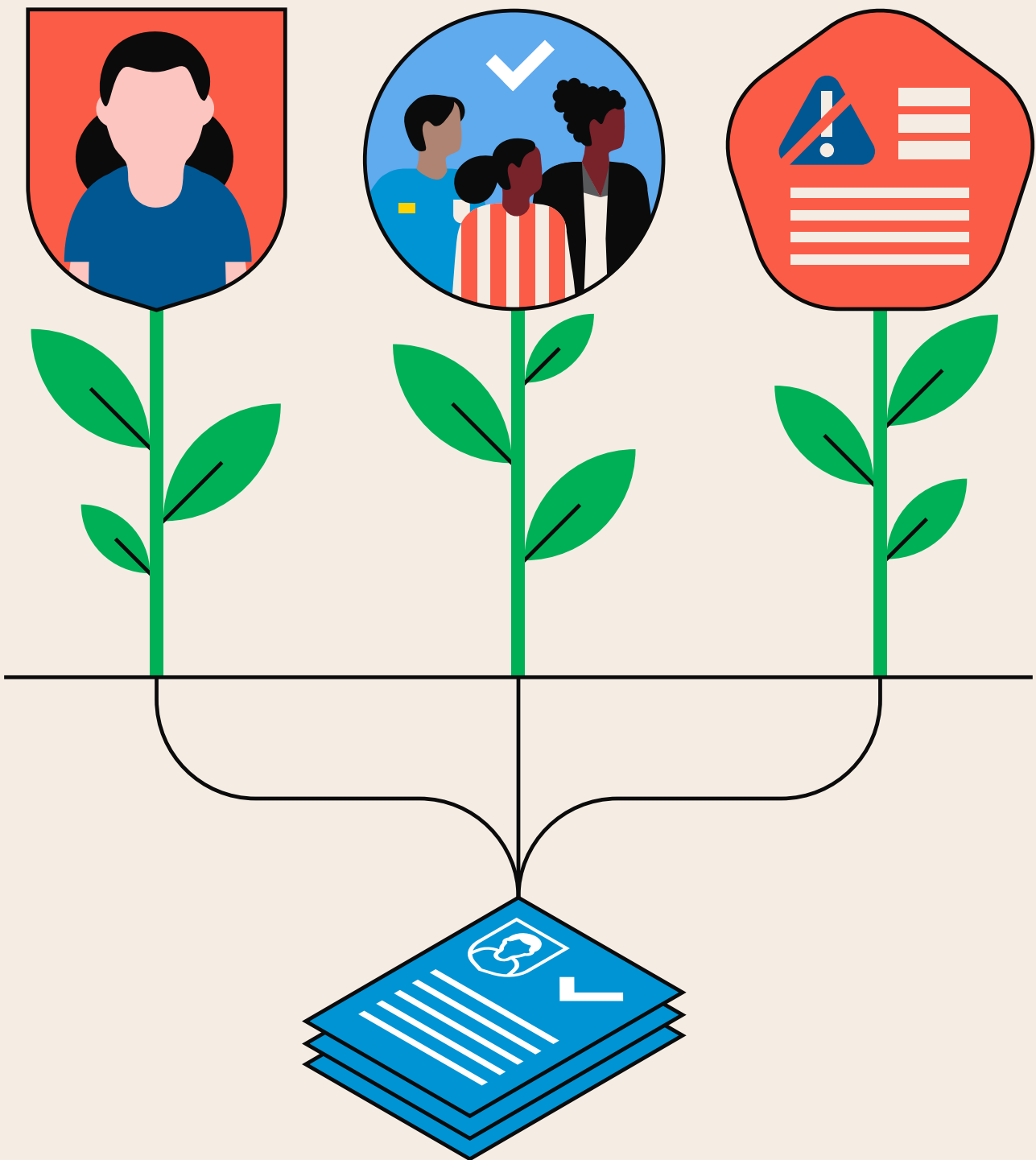
- Appendix 2: Sample child safeguarding policy and implementation guide for MAs;
- Appendix 3: Guidance note for MA internal steering group and/or external advisory group;
- Appendix 4: Sample role description for MA safeguarding officer.

<sup>6</sup> Safeguarding children in football is everyone’s responsibility, but it is essential to identify a focal point or lead officer, with the support of senior management, to help drive the process and make everyone “safeguarding literate”.

<sup>7</sup> Note that in some MAs around the world there are different boards, task forces, committees or departments that have been established to oversee safeguarding within football, such as a welfare committee or department, child welfare committee, social committee, safeguarding board, advisory group, or similar.

### **Good practice when starting policy development and implementation**

- 1.** Developing a safeguarding policy requires the skills and expertise of a variety of football and other sports organisations working together with local expert child protection agencies, social services, health, education, law-enforcement professionals and civil society organisations. Set aside resources to establish a working group bringing all relevant stakeholders and local experts together.
- 2.** The child safeguarding policy should be based on an organisational self-assessment and should be accompanied by an action or implementation plan. The head of the MA should endorse the policy and provide appropriate resources and support for its implementation, especially in relation to implementing safeguarding measures and training.
- 3.** Hold all stakeholders accountable for the policy, including within all relevant job descriptions.
- 4.** Use simple, clear language.
- 5.** Ensure that children's input is taken into account when developing and implementing the policy and action plan.



**STEP 3**

**DEVELOP PROCEDURES AND GUIDELINES TO IMPLEMENT YOUR POLICY**

### STEP 3

## DEVELOP PROCEDURES AND GUIDELINES TO IMPLEMENT YOUR POLICY



**It is essential to have or develop procedures in the following three areas, in order to implement your safeguarding policy.**

Note that some MAs have one combined policy document which elaborates its procedures and guidelines. For example:

- Irish Football Association (Northern Ireland): Safeguarding Children and Young People Policy & Procedures: Guidance for Staff and Volunteers:  
<https://www.irishfa.com/media/24113/irish-fa-safeguarding-policy.pdf>

- New Zealand Football Policy regarding Working with Children:

<https://www.nzfootball.co.nz/asset/downloadasset?id=9df0a28b-7f6c-41ed-b8ab-984bafa01629>

-U.S. Soccer, Safe Soccer Framework:  
<https://www.safesoccer.com/>

### Developing procedures and guidelines to implement your policy

#### A. How will you respond to concerns about a child?

As a minimum, this should include clarity on:

- Who within the organisation should a concern be reported to?
- Who within the organisation is responsible for managing the concern?
- How should the concern be reported to the responsible person?
- What process will the responsible person follow, including how the concern is reported to other non-footballing agencies (e.g. statutory authorities/agencies) where appropriate?
- What should be investigated by the MA and what must be reported to local authorities and expert agencies to ensure the case is managed by competent bodies?

- Where can staff and volunteers get support when they have, or think they have, a concern about a child?

(Notes)

**Step 3A ACTION:** Please refer to FIFA's supplementary guidelines and templates for MAs in Appendix 5: Guidance for MAs on dealing with concerns and/or allegations of child abuse

### **B. Selecting, appointing and training people who work with children and young people**

As a minimum, this should include:

- Clarity about how safeguarding will be included in role descriptions and interviews when recruiting for a role;
- Criminal record checks before appointment, where these exist within your country and where applicable to the role, to prevent unsuitable people from working with children;
- Reference checks with previous employers or volunteer agencies;
- Basic awareness and induction training that specifically includes safeguarding;
- Signing of a code of conduct by all staff and volunteers working with children that outlines expected and prohibited behaviour.

(Notes)

**Step 3B ACTION:** Please refer to FIFA's supplementary guidelines and templates for MAs in the following appendixes:

- Appendix 6: Guidance on safe recruitment and screening procedures for MAs;
- \*Basic awareness and induction training on safeguarding\* to be developed by FIFA (forthcoming);
- Appendix 7: Sample code of conduct for MA staff and volunteers.

### **C. Guidelines for the identification, prevention or minimisation of risk to children involved in football**

As a minimum, these guidelines should be developed and implemented by MAs and include:

- Information on the identification of risks to a child involved in football (conducting risk assessments);
- Expected and prohibited behaviours (signing the code of conduct);
- Minimum supervision ratios of adults to children for all activities and a definition of supervision;
- Planning and organisational arrangements, for example for visits and tournaments, including overnight stays and trips away;
- Celebration and communication arrangements, for example the use of images of children and communication via social media;
- Guidance on what to do if a child goes missing;
- Guidance on the safe use of changing rooms and showering facilities;
- Procedures or programmes for addressing any specific issues of risks that children in your country or community may face, for example trafficking, or where women and girls in particular may be at increased risk of some forms of violence and abuse.

(Notes)

**Step 3C ACTION:** Please refer to FIFA's supplementary guidelines and templates for MAs in the following appendixes:

- *Appendix 8: Risk assessment guide for member associations;*
- *Appendix 9: Guidance to MAs on safeguarding and supervision of children;*
- *Appendix 10: Guidance on planning and organising tournaments, overnight stays and away trips*
- *Appendix 11: Sample missing child policy for MAs;*
- *Appendix 12: Guidance on celebration and communication arrangements, including the use of images of children and communication via social media;*
- *Appendix 13: Guidance on the safe use of changing rooms and showering facilities.*



### **Innovative approaches for addressing specific risk issues**

- In South Africa, Grassroot Soccer uses the power of football to educate, inspire, and mobilise at-risk youth to overcome their greatest health challenges, live healthier, more productive lives, and be agents for change in their communities. As part of this programme, girls-only football leagues and tournaments are being organised to mobilise community support and mixed-team tournaments to engage boys as allies in ending violence against women and girls:  
<http://africa.unwomen.org/en/news-and-events/stories/2015/06/girls-kick-violence-with-grassroot-soccer>

- Addressing child trafficking and modern-day slavery through awareness raising and education: every year, thousands of young people, particularly from Africa, Asia and South America, are told they can be the next football star in Europe. They are at risk of being sold a false dream by agents and academies who may aim to exploit them for profit and economic gain. If child trafficking through football is a concern in your country, education to raise awareness and address the risks of exploitation can be found here:  
[www.mission89.org](http://www.mission89.org)

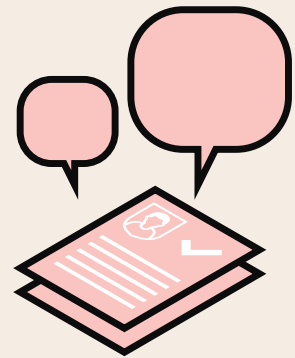


**STEP 4**

**COMMUNICATION AND EDUCATION**

## STEP 4

### COMMUNICATION AND EDUCATION



Policies, procedures and guidelines will not in themselves safeguard children involved in football.

**Communication and education are therefore essential to ensure understanding of safeguarding measures and principles and what they mean for everyone in football.**

The first step is to map out all the roles in your organisation and to what extent each role involves children. This will help your organisation to determine what level of safeguarding training is needed for the role. For example, adults that are taking children on trips away will need additional training on how to ensure that safeguarding measures are in place to keep them safe while away from home.

**As a minimum, education should include:**

- Awareness-raising for everyone coming into contact with children and young people in football. This should include how to recognise and respond to concerns and standards of expected behaviour.
- Education for those requiring more specialist knowledge, such as staff who

will be managing child-related concerns or recruiting people to work with children.

- Awareness-raising for children and their families, in particular to empower them to prevent, detect and report abuse and ensure that they know whom to speak to if they have any concerns.
- A visible or easily available code of conduct or “charter” for children and parents or guardians on championing childhood.

**Step 4 ACTION:** Please refer to FIFA’s supplementary guidelines and templates for MAs in the following appendixes:

- *Appendix 14: How to recognise and respond to abuse and standards of expected behaviour.*

*Awareness-raising for children and their families:*

- *Appendix 15: Sample code of conduct for children;*
- *Appendix 16: Information/sample code of conduct for parents and guardians;*
- *\*Note that FIFA’s safeguarding training course and materials (forthcoming) can be used to raise awareness.*

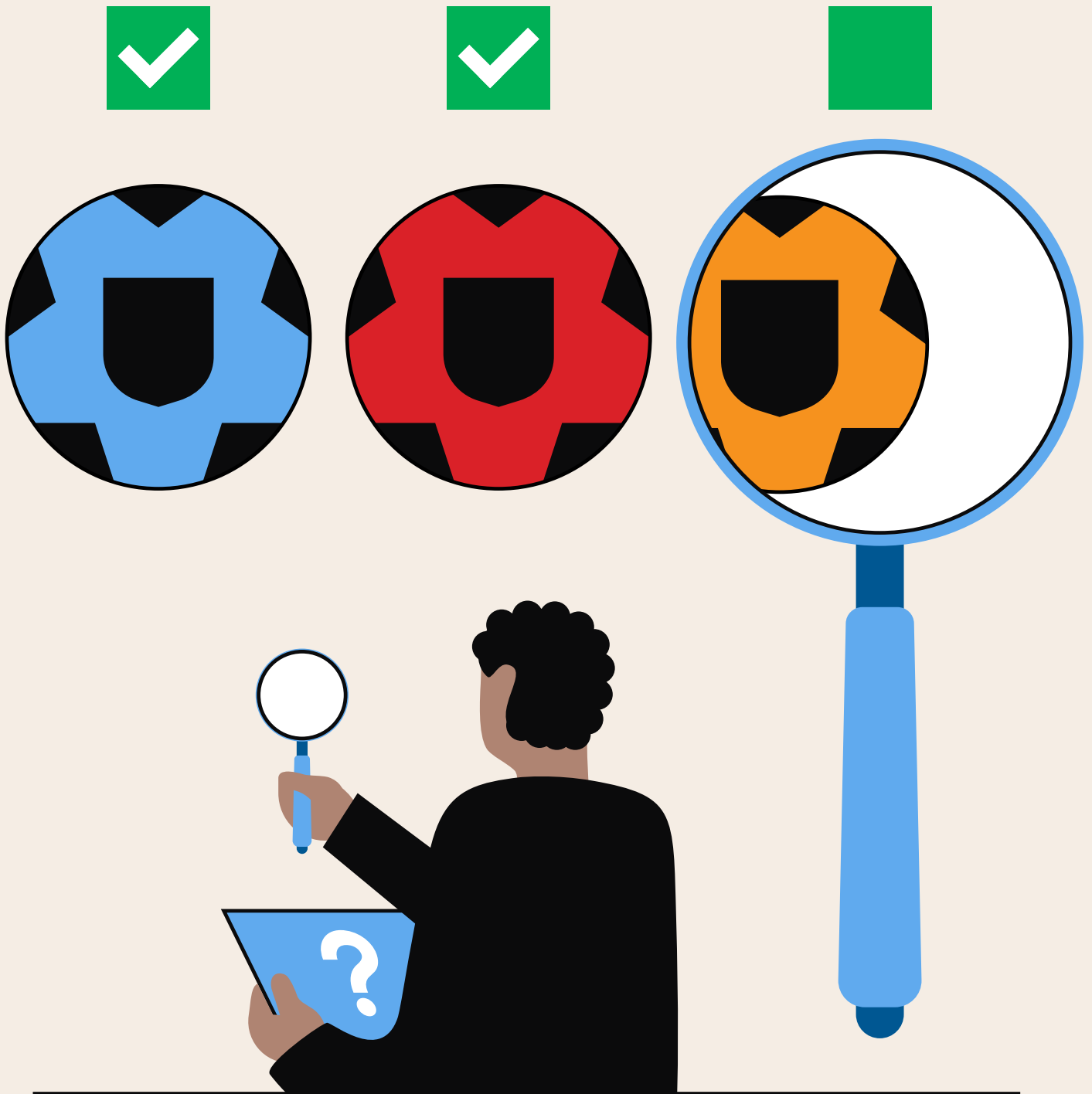
### **Innovative approaches to education and awareness-raising**

- The New Zealand Football Association has created an awareness-raising and educational video to promote its policy. It was created with the help of the New Zealand Police and supported by Oranga Tamariki (Ministry for Children). The video can be viewed here: <https://www.nzfootball.co.nz/newsarticle/61611>
- *Child Protection in Football: What Every Coach Needs to Know*. This booklet has been developed for coaches working with children between the ages of six and 18 years: [https://www.unicef.org/easterncaribbean/ECAO\\_Child\\_Protection\\_in\\_Football.pdf](https://www.unicef.org/easterncaribbean/ECAO_Child_Protection_in_Football.pdf)

**The child safeguarding policy, procedures, codes of conduct and all related training and awareness-raising material should be easily available at all times on the MA's website.**

### **Good practice when starting educational programmes**

- 1.** To embed safeguarding measures across football in your country, information should be included in the general educational programme for coaches, referees, managers, etc. The FIFA basic safeguarding awareness course can be used for this purpose.
- 2.** In the development of more detailed courses and education on safeguarding, consult national experts in relevant fields, e.g. sports psychologists, child protection experts, other sports bodies, etc.
- 3.** Educational programmes should include information on, and definitions and examples of types of abuse, and the relevant legal framework in your country.
- 4.** Clarify who your target group is, and prepare tailored educational materials. Safeguarding training should be arranged and tailored to specific roles and responsibilities within football.
- 5.** Consult and include the voices of children in the development of educational programmes in your country.
- 6.** Use new media (webinars, online tutorials) if possible but remember that face-to-face information and training on safeguarding is also really important.
- 7.** Install an accreditation system for training to stimulate the participation of staff.
- 8.** Initiate a "train the trainers" (ToT) programme for roll-out.



**STEP 5**

**HOW WILL YOU MONITOR,  
EVALUATE AND REVIEW YOUR POLICIES,  
PROCEDURES AND GUIDELINES?**

## STEP 5

### HOW WILL YOU MONITOR, EVALUATE AND REVIEW YOUR POLICIES, PROCEDURES AND GUIDELINES?

Monitoring and evaluating your policy and how it is implemented is an essential part of keeping children safe. This should include a process for reviewing any concerns that are received, as well as measures for success if your policy, procedures and guidelines are implemented. For example:

- How will you check that everyone is attending the training they are meant to attend, including when new people join?
- How will you ensure the code(s) of conduct is/are being read, understood and signed?
- How will you ensure that the code of conduct is being implemented in practice?



- How will you ensure that children know who to speak to if they are worried or anxious about anything?
- How will you assess risk on an ongoing basis, both in relation to a particular activity and generally?
- How will you know if your policy is effective?

**Step 5 ACTION:** Please refer to FIFA's supplementary guidelines for MAs in Appendix 17: Guidance on monitoring and evaluation.

## 05

# WHAT THIS TOOLKIT DOES NOT DO:

- Replace what MAs currently have in place in terms of policies, procedures and training on child safeguarding.
  - Affect the regulations in place regarding the recruitment of players into professional football. Existing provisions in the FIFA Regulations on the Status and Transfer of Players remain.
  - Address abuse of those over the age of 18. However, proactive efforts by MAs to safeguard children will form a basis to safeguard everyone across the game and will create a culture of respect and zero tolerance for any form of abuse or harassment within football.
  - Provide complete guidance for implementation (for example, safeguarding children at tournaments and competitions). While recognising
- the need for a comprehensive, system-wide approach to safeguarding from national to community-level football, from grassroots to elite levels, the toolkit offers information to help MAs **focus on a set of principles and minimum requirements**. Note that FIFA is currently developing an event-safeguarding programme for FIFA tournaments and events together with experts in this area and will share further guidelines on event-safeguarding in due course.
- Include all current, evidence-supported practices globally. Innovative approaches and programmes to safeguard children in football are currently being adapted and implemented in many countries. The toolkit focuses on the core components that need to be in place, based on the current experience of MAs and other sports organisations around the world. FIFA considers this a living document that is to be regularly updated and reviewed every twenty-four months, based on feedback and practical experience from our members, and evolving best practices in safeguarding across all sports.

## 06

# LIST OF RESOURCES

- Cayman Islands Government, Ministry of Community Affairs, Youth and Sports
  - Child Abuse Prevention Policy for National Sports Associations
- Concacaf Safeguarding Awareness for Coaches
- Cook Islands Football Association (CIFA) Child Protection Policy, January 2017
- The Football Association, Safeguarding Children Policy and Procedures
- Football Association of Ireland, Child Welfare Policy
- Football Federation Samoa (FFS), Child Protection Policy, January 2017
- INSPIRE: Seven strategies for ending violence against children (WHO, 2016)
- New Zealand Football Association, NZF Policy regarding Working with Children
- Northern Ireland Football Association, Safeguarding Children and Young People Policy and Procedures: Guidance for staff and volunteers
- NSPCC Child Protection in Sport Unit (CPSU) materials
- Pro Safe Sport and Council of Europe “Start to Talk” materials
- Safe Soccer USA, Safe Soccer Framework
- The Scottish Football Association, Child Wellbeing and Protection in Scottish Football
- The International Safeguards for Children in Sport (2014)
- Terre des hommes, Child Safeguarding Policy
- UEFA Child Safeguarding Policy, 2019
- UNICEF, Office for the Eastern Caribbean Area, *Child Protection in Football: What Every Coach Needs To Know* Every Coach





## APPENDIX 01

# STARTING ON COMMON GROUND

When thinking about our principles and implementing the five steps towards safeguarding children in football, there are some terms that are important to understand.

The following definitions have been adopted in line with the International Safeguards for Children in Sport.

*Child:* a person under the age of 18 years.

*Child abuse:* an act or omission that harms a child (in other words, an individual may abuse a child directly, or may be indirectly responsible for abuse because he/she fails to prevent another person from harming that child). It can be physical, emotional, sexual or by neglect. It can take place in person or online. Although typically thought of as an adult mistreating a child, children can also harm other children. This is especially in relation to bullying.

*Safeguarding:* the action taken to ensure that *all* children are safe from harm when involved in football. It means proactively doing everything possible to minimise risk and prevent abuse of children.

*Child protection:* refers to the action taken in response to a *specific* concern for a child or

children who may be suffering or at risk of suffering harm or abuse. Child protection is an essential part of safeguarding and requires referral to specialised child protection services, law-enforcement agencies and expert local organisations<sup>8</sup> who are trained to advice on and manage cases, if concerns arise.

**It is important to know that the terms “violence against children” and “child abuse” are often used interchangeably.**

The following have been adapted from key UN documents to further explain what is meant by “different types of abuse”<sup>9</sup>. Legislation in your country will set out and define these.

**Physical abuse** is deliberately physically hurting a child and includes any punishment in which physical force is used and intended to cause some degree of pain or discomfort, however light. It mainly involves hitting (“smacking”, “slapping”) children with the hand or with an implement – a whip, stick, belt, shoe,

<sup>8</sup>In some contexts, statutory public services may not exist or be operational, in which case it is important to map out and build partnerships with trusted local organisations/NGOs who are trained in this area.

<sup>9</sup>General Comment No. 13 (2011) “The right of the child to freedom from all forms of violence”; General Comment No. 8 (2006): “The Right of the Child to Protection from Corporal Punishment and Other Cruel or Degrading Forms of Punishment”; UN Resolution A/RES/73/148 adopted by the General Assembly on 17 December 2018 on sexual harassment; Protecting children from bullying – Report of the Secretary-General (2018, A/73/265).

wooden spoon, etc. But it can also involve, for example, punching, kicking, shaking, throwing, scratching, pinching, biting or burning them or breaking their bones.

**Emotional abuse** is the persistent emotional maltreatment of a child. It is also sometimes called psychological abuse and it can have severe and persistent adverse effects on a child's emotional development. Emotional abuse may involve deliberately telling a child that he/she is worthless, or unloved and inadequate. It may include not giving a child opportunities to express his/her views, deliberately silencing him/her, or "making fun" of what he/she says or how he/she communicates. Emotional abuse often occurs as a pattern of deliberate, prolonged, repeated non-physical behaviour within a power-differentiated relationship. Emotional abuse may involve bullying – including online bullying through social networks, online games or mobile phones – by a child's peers.

**Bullying** (or cyberbullying if conducted online) is unwanted, repeated and intentional, aggressive behaviour usually among peers, and can involve a real or perceived power imbalance. It can include actions such as making threats, spreading rumours or falsehoods, attacking someone physically or verbally and deliberately excluding someone.

**Neglect** is the failure to provide for a child's basic needs when those responsible for their care have the means, knowledge

and access to services to do so, whether it be adequate food, clothing, hygiene, supervision or shelter, that is likely to result in the serious impairment of a child's health or development. It also includes failure to protect a child from exposure to danger.

**Sexual abuse** is the inducement or coercion of a child to engage in any unlawful sexual activity. It occurs when adults exploit children sexually for their own gratification. It may involve physical contact, such as assault by penetration (for example, rape) or nonpenetrative acts, such as kissing, rubbing and touching children's private body parts.

Sexual abuse does not necessarily involve contact; examples include involving children in the production of sexual images, forcing children to look at sexual images or watch sexual activities, encouraging children to behave in sexually inappropriate ways or grooming a child in preparation for abuse by gaining their trust (including via social media). In the majority of cases, the perpetrator is a person the child knows and trusts with sexual abuse often perpetrated in isolated, one-on-one situations.

Sexual harassment encompasses a continuum of unacceptable and unwelcome behaviour and practices of a sexual nature that may include, but are not limited to, sexual suggestions or demands, requests for sexual favours and sexual, verbal or physical conduct or gestures, that are or might reasonably be perceived as offensive or humiliating.

## The following information may help you understand why safeguarding children is important.

### *Global prevalence and consequences:*

According to the World Health Organization<sup>10</sup>, it is estimated that one billion children globally – over half of all children aged between two and 17 years – experience some form of emotional, physical or sexual abuse each year. Research documents that girls are particularly vulnerable to sexual abuse. For example, the prevalence of childhood sexual abuse is estimated at 18% for girls, and 8% for boys. Disabled children are three to four times more likely to experience physical and sexual abuse and neglect than their non-disabled peers. Despite its high prevalence, abuse is often hidden, unseen or under-reported and is most often perpetrated by people children know and trust. Furthermore, if girls and boys do report abuse, they are often stigmatised or not believed, and no action is taken.

Though no global data exists on the extent of abuse in sport, in recent years it has become increasingly evident that sport is not always a safe space for children, and that the same types of abuse sometimes found in homes, schools and communities can also occur in sport programmes. In the world of football, as in other sports, research and recent court cases have revealed that

playing football may expose children to abuse, and footballers' own accounts of historic (non-recent) sexual abuse point to vulnerabilities within the game.

In terms of its impact, the immediate and long-term consequences of abuse can undermine children's education, health, and well-being, and may impact their productive capacity in later life. Strong global evidence shows that child abuse increases risks of: physical injury; HIV and other sexually transmitted infections; mental health problems; delayed cognitive development; poor school performance and dropping out of schools; early pregnancy; reproductive health problems; and communicable and non-communicable diseases.

### *What are some of the risk factors for abuse within sport?*

- Potential risk situations: changing rooms, showers, carpooling, overnight stays, away trips;
- Tolerance for bullying, including amongst peers;
- High tolerance of physical violence and injuries;
- Dominance and unequal power relationships, for example between managers or coaches and their athletes;
- Inappropriate adult-child relationships and abuse of positions of trust;
- Discrimination and gender inequality;
- Social tolerance for abusive relationships or behaviour: a key factor

<sup>10</sup>INSPIRE: seven strategies to end violence against children. WHO, 2016

that makes children, particularly girls, vulnerable to abuse;

- Reputation and scandal avoidance: leading to incidents being silenced or unreported, sometimes leading to the continuation of the abuse;
- Lack of clear policies and procedures, especially at national and local levels.

*What are some of the protective factors against abuse in sport?*

- Organisations have a culture of respect and zero-tolerance towards any form of abuse at all levels.
- There are clear policies and procedures

in place that are well known by all, including children, young people, and their families, with a designated contact person.

- Incidents and allegations are taken seriously and followed up.
- Organisations promote a better understanding of the issues through education and awareness and are committed to deterring those who may wish to use sport as a means of gaining access to children for inappropriate reasons.
- Caring and committed staff and volunteers at all levels of the game.



## APPENDIX 02

# SAMPLE CHILD SAFEGUARDING POLICY AND IMPLEMENTATION GUIDE FOR MAs

### Policy statement

Our association is committed to providing football in a fun, safe and respectful environment for all children. We recognise children's right to be free from all forms of abuse and acknowledge our duty of care to safeguard them.

### Purpose of the policy

This policy provides a framework to ensure that children are safeguarded in the delivery of our sport. It will be accompanied by codes of conduct, guidelines and procedures to support implementation. It applies to all those under 18, without discrimination of any kind. We acknowledge that some children can be particularly vulnerable to abuse (e.g. disabled children, or those on elite pathways), and we accept the responsibility to promote their inclusion, safety and well-being across our game.

### Scope of the policy

This policy applies to the following people (this is not an exhaustive list): coaches/instructors; medical staff; managers; administrators and coordinators; volunteers; parents/guardians; peer/youth mentors; implementing partners; consultants/contractors/subcontractors.

### It covers the following definitions:

*Child:* a person under the age of 18 years.

*Child abuse:* an act or omission that harms a

child. Abuse towards a child can be carried out by an adult or by another child. It can be physical, emotional, sexual or by neglect. Abuse can take place in person or online.

*Safeguarding:* the action taken to ensure that all children are safe from harm when involved in football. It means proactively doing everything possible to minimise risk and prevent abuse of children.

*Child protection:* refers to the action taken in response to a *specific* concern for a child or children who may be suffering or are at risk of suffering harm or abuse. It is an essential part of safeguarding and requires referral to specialised child protection services, law-enforcement agencies and expert local organisations who are trained to advice on and manage cases, if concerns arise.

As part of our policy we will:

- Appoint a safeguarding officer.
- Set up an internal steering group to guide our work and/or an external expert advisory group.
- Map out, identify and establish partnerships with local child protection authorities/agencies and civil society organisations with expertise in this area that can provide help and advice.
- Ensure appropriate and immediate action is taken to address allegations of abuse through referral of concerns to the relevant statutory authorities.<sup>11</sup>

<sup>11</sup> In some contexts, the relevant statutory authorities may not exist, so it is important to map out and build partnerships with expert local organisations/NGOs who are trained and competent in this area.

- Develop an implementation/action plan to promote and install safeguarding measures across the MA.
- Prevent the employment/deployment of unsuitable individuals (staff and volunteers) in football through safe recruitment and screening procedures.
- Ensure everyone understands their roles and responsibilities in respect of safeguarding in football and provide all staff and volunteers with appropriate training when joining the organisation, as well as provide further training and updates on a regular basis (at least annually).
- Require all members of staff and volunteers to sign and comply with the code of conduct.
- Manage concerns of poor practice and breaches of the code of conduct through the relevant competent body of the MA.
- Ensure children are informed of their rights and understand where to go if they have concerns or need help.
- Ensure investigatory, disciplinary and appeals processes are in place to appropriately manage

allegations, reports and cases where staff or volunteers have been found to have breached this policy and the code of conduct. Case management and support for victims of abuse (or alleged victims), and those accused, will be undertaken by the relevant authorities. Any internal MA investigation will be put on hold until statutory investigations are complete, so that internal processes do not compromise statutory or criminal investigations.

- Ensure that confidential and accurate records of concerns, allegations, and reports and submitted evidence provided are maintained and securely stored.
- Ensure that we continually evaluate how children are involved in football in our country and review our safeguarding practices on a regular basis, at least annually, to ensure that we learn and improve safeguarding, in keeping with evolving best practices and national legislation. Furthermore, we will proactively consult with children with the guidance of local agencies and partners.

This policy, and its accompanying code of conduct, procedures and guidelines, will be widely promoted and made available on the ..... [insert name of member association] website.

Failure by staff and volunteers to comply with this policy will be investigated and may result in dismissal. The implementation/action plan below will be used to help us with the planning and prioritising of our work.

**Lead officer:** the safeguarding officer of ..... [insert name of member association] is ..... Contact: tel.: ..... email: .....

**Monitoring:**

This policy will be reviewed annually together with expert local organisations/NGOs, or more urgently in the following circumstances:

- changes in national legislation, policies and services related to children’s rights, child protection and safeguarding;
- as a result of any other significant change, or event or specific case arising.

**Approved by:**

.....  
Executive committee or council

(Last reviewed on 2019)

**SUGGESTED MA IMPLEMENTATION/ACTION PLAN FOR SAFEGUARDING**

(\*adapt as necessary to your context or stage of safeguarding)

ACTION	PRIORITY LEVEL (1-5) WITH 1 BEING HIGHEST PRIORITY	PERSON/GROUP RESPONSIBLE	RESOURCES REQUIRED	COMMENTS & NOTES	TARGET COMPLETION DATE	COMPLETED YES/NO/IN PROGRESS
MA safeguarding assessment						
Safeguarding workshop held with key stakeholders, staff and volunteers						
Policy adopted by executive committee or council						
Safeguarding officer appointed						
Advisory group/ steering group established						
Safe recruitment guidelines developed and adopted						
Procedures and guidelines in place to minimise risks to children – risk assessment tool adopted						
Process for responding to concerns agreed within the MA and with local partners, which is clearly understood and communicated to all staff and volunteers						
Communication, training and education plan to: -widely promote the agreed reporting lines -train all staff and volunteers on safeguarding -promote the MA’s policy and code of conduct						
Monitoring and evaluation plan in place						



## APPENDIX 03

# GUIDANCE NOTE FOR MA INTERNAL STEERING GROUP AND/OR EXTERNAL ADVISORY GROUP

As an MA works to embed its child safeguarding policy and safeguarding measures across the organisation, it is essential to develop a governance or oversight structure in support of this policy and to appoint a designated child safeguarding officer. This will also help the MA mitigate for potential risks that may surface in the future. Furthermore, ownership by and the ongoing support from senior management are essential to ensure that the safeguarding policy and measures are taken seriously, adopted and properly implemented throughout the organisation. The MA can also establish an internal safeguarding steering group (SSG) or provide oversight through one of its standing committees (e.g. governance committee, social committee, development committee, etc.). Both options require that individuals with safeguarding lead responsibility within the MA are provided with appropriate training and ongoing support.

Where a dedicated SSG is tasked with overseeing child safeguarding within the MA, the group should be crossorganisational and should include colleagues appointed from all relevant divisions and departments that interact directly with children. The SSG should meet regularly, at least on a quarterly basis and more often at the outset, to ensure accountability and to promote,

properly implement and regularly review the safeguarding measures in place across the MA. It may also consider any more urgent changes that might be needed as a result of a recent case or changes to legislation or best practices.

In addition, and depending on the country, it is highly recommended to identify and establish an agreement with local child protection and safeguarding agencies and non-governmental organisations with expertise in this area.

Establishing an external advisory group with local expertise will help to ensure that ongoing guidance and support is consistently available to the MA and that country-specific issues or practices that might risk harm to children in football are identified and considered within the MA's safeguarding measures. In addition, the expert advisory group will be able to advise on referrals to support services for children who may be harmed or at risk of being harmed. A key purpose of this expert advisory group will be to advise the MA on its ongoing actions and regularly review child safeguarding measures, as well as provide support to the safeguarding officer and/or SSG in their duties. It can also advise and support the MA's ongoing safeguarding training and capacity-building activities.



The MA should aim to identify and establish positive working relationships and partnerships with local child protection and safeguarding agencies and NGOs as a priority since they are best placed to provide advice and support locally. FIFA will be pleased to assist with this process together with its partners and respective confederation and to signpost and provide introductions wherever possible. When establishing and appointing a network of trusted local partners as part of its expert advisory group, MAs should consider the following criteria:

- a proven good understanding of children's rights, safeguarding and child protection legislation and guidelines in your country (essential);
- a track record in successfully delivering capacity-building/training on safeguarding measures and child protection (essential), and preferably in sport locally (non-essential);
- a national reach and proven record in working with civil society (essential), and a track record of working with other sports organisations (non-essential);
- an understanding of the culture and existing child protection government agencies and systems (essential);
- reference(s) from trusted organisation(s) such as UNICEF and/or international child rights agencies (essential);



## APPENDIX 04

# SAMPLE ROLE DESCRIPTION FOR MA SAFEGUARDING OFFICER

MAs should appoint an experienced child safeguarding officer, or at least one person within the MA to act as a safeguarding focal point until a dedicated person can be appointed.<sup>12</sup> The title of and number of people appointed to this role will vary by country.<sup>13</sup> The key objectives of this role should be:

1. To act as the focal point and lead for all safeguarding matters.
2. To ensure safeguarding training is implemented, to promote safe practices and minimise risks of abuse in football.
3. To map out and establish partnerships with local authorities/agencies and civil society organisations with expertise in this area. FIFA and its partners, such as UNICEF and its local Field Offices, will be able to assist with general guidance and local information about organisations. A full list of UNICEF Field Offices can be found here: [https://www.unicef.org/about/structure/index\\_field.html](https://www.unicef.org/about/structure/index_field.html).
4. To manage referrals to statutory authorities/agencies and local organisations if incidents or concerns of abuse arise. The officer should keep an updated list of names and contacts of local authorities/agencies and partner organisations readily available at all times.

He/she will need to work closely with the SSG and/or expert advisory group (where established) in the delivery of their duties to implement the MA's safeguarding policy.

### Duties and responsibilities of the safeguarding officer:

- Playing a lead role in developing the association's approach to safeguarding children in football
- Identifying and establishing partnerships with local authorities/agencies and civil society organisations/NGOs with expertise in this area
- Carrying out risk assessments when required and on an ongoing and regular basis, to ensure that football programmes, practices or activities (e.g. training and matchday procedures) consider safeguarding measures
- Ensuring risk assessments are undertaken by other staff and volunteers (and not only by the lead officer), to ensure that practitioners are also proactive in assessing risks and in revising and adopting further safeguarding measures that may be needed
- Ensuring that staff, volunteers and all stakeholders are familiar with the MA's safeguarding policy, code of conduct and safeguarding measures

<sup>12</sup> If a person within the MA is appointed to act as a safeguarding focal point but is unfamiliar with this issue, he/she should work closely with the expert advisory group to support him/her in this role. Training will also be made available to support this function.

<sup>13</sup> MAs around the world have different names and titles for such a role, including Risk Management Coordinators, Safeguarding Officers, Welfare Officers, Child Protection Officers, etc. The titles and number of appointed positions, and their level of responsibility, will vary across countries and contexts.

- Providing or arranging safeguarding training and education for all new staff and volunteers and ensuring that existing personnel receive ongoing training and updates on safeguarding on a regular basis
- Advising management on ongoing training needs and maintaining a central filing system to keep track of the number of staff and volunteers who have completed safeguarding training. Liaising with HR (where established) as necessary
- Reporting allegations of poor practice<sup>14</sup> and breaches of the MA's code of conduct to the relevant competent body of the MA
- Managing referrals to statutory authorities/agencies and local organisations if cases or concerns of abuse arise
- Acting as the central point of contact for internal and external individuals and agencies on safeguarding matters
- Representing the association at external meetings related to safeguarding
- Taking a lead role in maintaining and reviewing the association's implementation plan, together with the executive committee or council
- Keeping own safeguarding knowledge, best practice solutions and skills up-to-date

**Skills and abilities required:**

- Policy development, training and delivery of the safeguarding programme
- Child-focused approach
- Advice, support and supervision skills on safeguarding
- Communication skills
- Ability to work professionally, confidentially and consistently in an area where emotionally distressing and sensitive issues and cases may arise

**Knowledge required:**

- Recognising behaviour that is harmful to children and understanding thresholds of poor practice and abusive behaviour
- Clear and comprehensive understanding of the role and responsibilities of statutory authorities/agencies
- Managing child-protection referrals to relevant authorities/agencies
- Knowledge about country legislation, government guidelines and national frameworks for child safeguarding and protection and children's rights

<sup>14</sup> Poor practice refers to behaviour that disregards the needs of children, thus compromising their well-being and/or safety, but that does not meet the threshold of abuse.



## APPENDIX 05

# GUIDANCE FOR MAs ON DEALING WITH CONCERNS ABOUT A CHILD AND/OR ALLEGATIONS OF CHILD ABUSE

Voicing concerns, suspicions or allegations of poor practice or abuse can cause worry and stress – particularly if it relates to a colleague or volunteer who engages in the MA's programmes. However, reporting a concern is really important in order to prevent a child from suffering harm or being at risk of harm, and to ensure that the concern is dealt with properly and consistently. In some countries, reporting is mandatory. **No action is not an option.**

Any staff member or volunteer who, in good faith, discloses possible wrongdoing(s) or grounds for concern about a child should receive full support from the MA, even if the allegation is subsequently proved to be unfounded. It is important to create a culture within your organisation where it is clearly understood by staff and volunteers that it is acceptable to report concerns and allegations

in confidence and not to suppress them for fear of criticism or repercussions for doing so. Such a culture ensures that child abuse cases or risks are not ignored and inadvertently allowed to continue.

It is not the responsibility of anyone working in an association to decide whether or not child abuse has taken place. However, there is a responsibility to act on any concerns or allegations by reporting these to the appropriate officer or the appropriate authorities.

***You should discuss, adapt and agree on the below reporting procedures with your local child protection authorities, expert agencies and civil society partners, and, where established, with your appointed expert advisory group:***

**Staff and volunteers should report any concerns they have to the safeguarding officer using established reporting lines (anonymously online, by email or phone) using the below form as a guide for reporting.**

Some staff and volunteers may be more comfortable reporting their concerns directly to their line manager or a senior member of staff within the organisation. In such cases, the line manager should report these cases to the safeguarding officer to ensure that reports and allegations are managed in a consistent manner. Complainants should be encouraged to report allegations and concerns as soon as possible and within 24 hours. Where a case of abuse is suspected, the safeguarding officer will have a list of names and contacts of local authorities, expert agencies and trusted organisations<sup>15</sup> that specialise in child protection who can offer professional help to the alleged victim and family and for cases to be properly investigated.

If the safeguarding officer is not available, and in case of an emergency, you should report the matter directly to the child protection agency in your area and/or to the police. A list of relevant emergency contacts should be available to senior personnel within the MA at all times.

*Options in case of a concern:*

- Submit a report via the MA's safeguarding officer who will refer the case to local statutory authorities, agencies and trusted partners who can help. If they are unavailable and it is an emergency:
  - submit the report directly to the child protection agency in your jurisdiction;
  - submit the report directly to the police;
  - [add relevant national helpline numbers here, including those advised by your local child protection agencies as part of your reporting protocol].
- **Ensure that all information submitted by you is reported in strict confidentiality.**

If you become aware of repeated poor practice by one of your colleagues, you have a responsibility to also report the matter to the safeguarding officer.

Poor practice reports can be handled internally by the relevant disciplinary or ethics procedures of the MA.

*Poor practice refers to behaviour that disregards the needs of children, thus compromising their well-being and safety, but does not meet the threshold of child abuse.*

<sup>15</sup>In some contexts, the relevant statutory authorities may not exist, so it is really important to map out and build partnerships with expert local organisations/NGOs who are trained and competent in this area.

*Grounds for concern of abuse might exist when there is:*

- An account by a person who saw a child being abused.
- Evidence, such as an unexplained physical injury or behaviour which is consistent with abuse, such as the child being withdrawn and really quiet when he/she is not usually so.
- Consistent indication, over a period of time, that a child is suffering from emotional or physical abuse and neglect.
- A specific indication (or disclosure) from a child that he/she has been abused. Remember, children rarely talk if they are being abused and often do not know what to do or where to go for help. It is very difficult for children to speak up about possible abuse, so be vigilant in picking up signs (*see guidance note 14 on how to recognise signs of abuse*).

In football, *incidents of poor practice* might occur when the needs of children are not given the necessary priority, resulting in their well-being and safety being compromised. Examples might include:

- taking insufficient care to avoid injuries (e.g. by excessive or inappropriate training for the age, maturity, experience and ability of players);

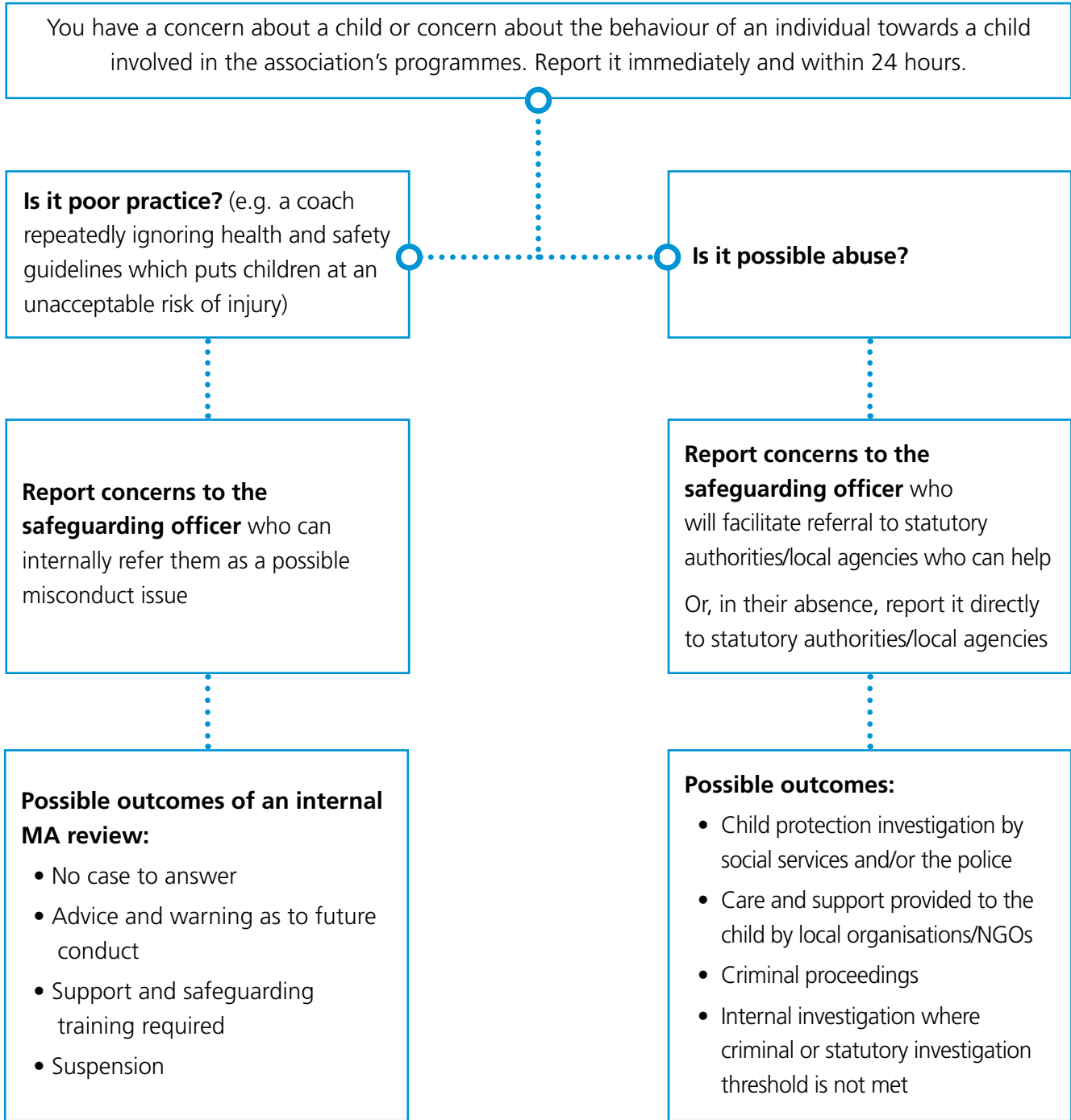
- failing to report behaviour which may compromise the welfare of a child and allowing concerning practices to go unreported;
- constantly showing favouritism towards or ignoring certain children;
- using foul language and prohibited substances in the presence of children;
- repeatedly ignoring health and safety guidelines, or failing to undertake regular risk assessments, which may put children at risk of harm (e.g. not ensuring that equipment, transport or facilities are fit for purpose, safe to use and accessible).

*Failure to challenge and report poor practice can lead to an environment where abuse may occur.*

**REMEMBER:** it is not your duty to decide if poor practice or abuse has occurred. It is your responsibility to report any concerns and suspicions you may have to the safeguarding officer or to the appropriate authorities.

**This flow chart should act as a guidance tool only. Adapt as necessary to your context in consultation with your local partners and expert advisory group.**

## DEALING WITH SUSPECTED POOR PRACTICE AND/OR POSSIBLE ABUSE



### **What may happen after an allegation of abuse has been made?**

This will depend on the country, but it is important to note that allegations of abuse should be responded to after consultation with the relevant statutory authorities or agencies.<sup>16</sup> Any internal MA investigation should be put on hold until statutory investigations are complete, so that internal processes do not compromise the statutory or criminal investigation.

Suspending the staff member or volunteer from his/her duties while an external investigation takes place should be standard practice.

The MA response may then include (this is not in order of importance or an exhaustive list):

- liaising with child protection services as necessary to ensure support is provided to the child for his/her full care and recovery. If child protection services are not operational, engage with local organisations/NGOs to ensure care and support is provided;
- informing the line manager responsible for the staff member or volunteer;
- informing the general secretary of the association in order to coordinate an internal response, when appropriate;
- contacting the victim and his/her family, if advised to do so by statutory agencies, to inform them that the allegations have been forwarded for investigation;
- informing the staff member or volunteer of the allegation made against him/her and affording them the opportunity to respond.

### **Dealing with disclosures outside MA programmes**

If your concern relates to the behaviour of an individual outside MA football programmes towards a child, you should report your concerns immediately to the statutory authorities or agencies.

When responding to any such disclosure, you should also:

- record information accurately using the form below as this may be used as part of any investigatory proceedings that may follow;
- keep a record of the name of the person or police officer to whom the referral was made;
- ensure that all information provided by you is done so in strict confidentiality.

### **CONFIDENTIALITY**

When dealing with concerns relating to possible abuse, staff and volunteers should apply strict discretion and maintain confidentiality. Information should be shared on a “need-to-know” basis only in order to protect the child to whom the concern or allegations relate. Information can, and must, be shared with statutory authorities or agencies in order to assist them with the investigation process.

### **What may happen where the concern is not an allegation of abuse but of poor practice?**

Poor practice refers to behaviour that disregards the needs of children, thus compromising their well-being and safety, but does not meet the threshold of abuse.

<sup>16</sup> Statutory authorities or law-enforcement agencies are responsible for investigating child protection concerns and allegations of abuse, not the MA.



The majority of poor practice cases can be dealt with by MAs through the relevant competent body and cooperation from all parties involved. Follow-up by the safeguarding officer is important to ensure that the appropriate course of action has been followed.

**Key Points**

- There is a responsibility to respond to both football-related and non-football related concerns.
- All concerns and allegations of potential poor practice or abuse should be taken seriously and responded to immediately and appropriately.
- Statutory authorities have the responsibility to investigate abuse, not the MA, but it is everyone’s duty to prevent any risk of harm to children and to report any concerns they may have.
- Poor practice cases should be dealt with by MAs through the relevant competent body.

**SAMPLE REPORTING FORM**

Please fill out as many sections as possible in as much detail as you can. This form is strictly confidential. Carefully record the details and pass on this information to the safeguarding officer. Do not keep a copy for yourself.

Your name:
Your position:
Child’s name and age :
Child’s address (if known):
Name of parents/guardians and address (if known):
Are you reporting a direct disclosure, your own concerns or concerns raised by someone else? Direct disclosure from a child Reporting my own concerns Reporting concerns raised by someone else If reporting concerns raised by someone else, please provide: a) his/her name..... b) position..... c) telephone number and email.....

<p><b>Details of concern/suspicion/incident.</b> Please describe.</p> <p>Time:</p> <p>Date(s):</p> <p>Place or location:</p> <p>Name of member of staff or volunteer involved in incident (if any):</p> <p>Behaviour or physical signs observed:</p> <p>Any other details:</p>
<p>Details of any conversation with the child or children:</p>
<p>Has the incident been reported to any external authorities or agencies?</p> <p>Yes</p> <p>No</p>
<p>If yes, please state name of authority/agency:</p> <p>Contact person:</p> <p>Telephone number(s):</p> <p>Email address (if available):</p> <p>Agreed action or advice given:</p>



## APPENDIX 06

# GUIDANCE ON SAFE RECRUITMENT AND SCREENING PROCEDURES FOR MAs

### Safe recruitment and screening

The range and quality of football programmes for children would not exist without the time, skills and commitment of staff and volunteers.

It is recognised that recruitment can never be entirely “safe” but the aim of safer recruitment is to put in place a number of actions that, together, aim to reduce the chances of employing the “wrong” people to work with children. MAs have the responsibility to ensure that those staff and volunteers providing football opportunities for children are appropriately selected, supported and have the necessary safeguarding knowledge to help them in their roles.

The following recruitment procedures will help select the right people and screen out and discourage those who are not suitable to work with children in football:

1. All roles involving interaction with children should explicitly include reference to safeguarding in the adverts and job descriptions.
2. At least two reference checks should be conducted and documented. References should be requested to demonstrate the applicant’s suitability to work with children.
3. Applicants should explicitly explain any gaps in employment.
4. The decision to request a police check needs to be made wherever there is an obligation or a possibility to do so under local legislation. Often this will simply be where the role requires access to children. Note that some countries have a database of offenders/people who are not suitable to work with children. If this exists in your country, then it should be checked. Also note that a person may have been convicted or prosecuted for a sexual offence after his/her recruitment. Police checks must be completed before the individual starts working in his/her role but also regularly, once he/she has started working in his/her role (at least once every five years).
5. If police checks do not exist in your country, a self-declaration form (or national equivalent) should be signed where a reliable criminal record check is not available (see sample form below). This can include broader questions about whether the individual has ever been subject to a disciplinary investigation. All such checks must be completed *before* the individual starts working in his/her role and at least once every five years, once he/she has started working in his/her role.
6. All new employees must attend and complete the MAs training on safeguarding children in football within three months of taking up a post.

- 7. All new employees must read and sign the MA's code of conduct upon taking up a post.
- 8. All new employees must complete their induction, which must include an obligation to read all relevant policies and procedures pertinent to safeguarding.

This checklist can help you think through safer recruitment practises. In some countries, it

may be difficult to fully comply with all areas of the checklist – for example, police checks may not be possible. Similarly, obtaining copies of qualifications may be difficult, particularly if applicants have moved several times. Not being able to comply with one aspect of the checklist does not mean that the appointment cannot proceed. An overall assessment of the information available needs to be made.

RECRUITMENT & SELECTION PROCESS	
<b>Profile of candidate</b>	Decide what skills and knowledge are needed to safely work with children in football, and include these within the profile
<b>Advertisement</b>	Include a clear statement about your association's commitment to safeguarding children
<b>Interview questions</b>	<p>Recruitment for those who will work directly with children should include an interview plan that incorporates behavioural-based questions. Sample safeguarding questions for interviews may include:</p> <ul style="list-style-type: none"> <li>- Have you worked/volunteered with children in a similar position before? What did you like about it? What did you find difficult?</li> <li>- How have you handled children who did not want to participate in an activity?</li> <li>- Provide me with three examples of how to work safely with children in football.</li> <li>- How would you handle children who were not listening to your instructions?</li> <li>- What is your understanding of safeguarding children in football?</li> </ul>

PRE-APPOINTMENT	
<b>Reference checks</b>	Two professional references should be directly provided, including one by the candidate’s current or most recent employer. Open references (e.g. a candidate directly providing a written reference to you) are not sufficient.
<b>Proof of identification</b>	Verify a candidate’s identification, preferably by using his/her national passport or national ID card.
<b>Qualification and registration checks</b>	Verify that candidates have actually obtained all qualifications or professional registrations claimed in their application by asking to see original certificates.
<b>Police check</b>	<p>The decision to request a police check needs to be made based on whether the job entitles access to children, even if such access is occasional (like security or cleaning staff). Note that some countries have a database of offenders/people who are not suitable to work with children. If this exists in your country, then it should be checked.</p> <p>If a police check returns with a conviction, then HR colleagues in consultation with the child safeguarding focal point needs to decide whether to proceed with the appointment.</p> <p>Having a conviction does not necessarily mean that the person cannot be appointed; it depends on the offence. However, any conviction for abuse of a child or a sexual offence will lead to an immediate decision not to hire the person.</p> <p>It is recognised that it may be difficult to obtain police checks and references in some countries or contexts, or their reliability may be questionable.</p> <p>No one check will ever be a total guarantee of someone’s suitability for working with children.</p> <p>Take a pragmatic view and put in place additional steps when background police checks cannot be obtained, such as a self-declaration form and references from former employers.</p>
<b>Self-declaration form</b>	In the absence of a police check, candidates working directly with children should sign a self-declaration form.

**Sample criminal record declaration form**

*(adapt as necessary to your national context and as necessary to fulfil the requirements of any applicable data protection legislation)*

All applicants working directly with children must complete this form in full. Please refer to the guidance notes below before completing the following sections.

Please complete in **black ink**.

<b>Full Name (block capitals):</b>	
<b>Post applied for:</b>	

**Please answer the following questions:**

**1. Have you ever been convicted by the courts or cautioned, reprimanded or given a final warning by the police? Please give details of any offences or penalties as well as the name of the country and dates in the table below.\***

Please tick (✓) as appropriate:    Yes    (Please provide details.)    No    (Proceed to question 2.)

Date and place	Details

\*If any circumstances change which would affect your response to this question, you must inform Human Resources where applicable or the recruiting manager of .....  
[insert name of member association] about the details without unnecessary delay.

**2. Have you ever been subject to disciplinary proceedings or disqualified from work with children or subject to any other sanctions?**

Please tick (✓) as appropriate:    Yes    (Please provide details.)    No    (Proceed to question 2.)

Date and place	Details

**3. Please sign the following declaration and return this form to .....  
 [insert name of member association] Human Resources where applicable or the recruiting  
 manager with your application for employment. Failure to complete this declaration will result in  
 your application being withdrawn.**

- I confirm that the information I have given on this form is correct and complete. I understand that any false information could result in my application being rejected or, if appointed, in my dismissal from employment. I understand that any offer of employment made to me may be subject to a further review and I hereby give my consent for ..... [insert name of member association] to carry out the relevant criminal record checks.

- I declare that I will notify Human Resources, where applicable, or the recruiting manager of ..... [Insert name of member association] immediately if I am prosecuted or convicted for a criminal offence.

- I declare that I am not currently on any barring list or sex offenders list in any country. I declare that I will notify Human Resources where applicable or the recruiting manager of ..... [insert name of member association] immediately if I do become barred or listed in future.

**Signature:**

**Date:**

***Suggested guidance notes for applicants:***

**Why you need to declare your criminal convictions and other related information**

..... [Insert name of member association] is committed to safeguarding children from abuse, and expects all staff and volunteers to share this commitment.

We ask you to complete this form as comprehensively and honestly as possible. The only people who will see the information provided will be those directly involved in the recruitment process. At your interview, or in a separate discussion post-interview, we will ensure that an open and measured discussion takes place about any offences or other matter that might be relevant to the position.

Having a criminal record will not necessarily prevent you from working with us. This will depend on the nature of the post you have applied for and the relevance and circumstances of your offence(s).

We will ensure that anyone making appointment decisions has the necessary information and support to assess the relevance and circumstances of any offences.

**What will happen if you are offered the post**

If you are offered the post, we will ask for evidence of your identity, your right to work in (name of country) and your qualifications. We will also carry out a criminal record check (where applicable in country).

**False information**

Please note that providing false information could result in your application being rejected or your dismissal from employment if you are appointed.

**Retention of information**

The information that you provide in the declaration form will be processed in accordance with national data protection legislation. It will only be used for the purpose of determining your application for this position and working directly with children.



## APPENDIX 07

# SAMPLE CODE OF CONDUCT FOR MA STAFF AND VOLUNTEERS

Staff and volunteers play an essential role in contributing to the sporting and social development of children in football. As such, they have a duty of care to create a safe, inclusive and positive environment for all. It is important that coaches, managers, medical staff, volunteers, staff, parents and all those involved in football activities or programmes respect the rights and well-being of children in our game. You are confirming your absolute commitment to these values by signing this code of conduct.

### **As a member of staff or volunteer, I will promote good practice and:**

- Make football a fun experience.
- Complete the basic safeguarding awareness training.
- Respect the rights, dignity and worth of every child without discrimination on account of age, race, skin colour, ethnic, national or social origin, gender, disability, language, religion, political opinion or any other opinion, wealth, birth or any other status, sexual orientation or any other reason.
- Always report any concern of poor practice or abuse immediately to the safeguarding officer or appropriate authorities. I acknowledge that I must report any concerns I may have – no action is not an option.
- Lead by example when it comes to good sportsmanship and be a role model for children – this includes not drinking alcohol, taking drugs or using foul, racist, homophobic or other discriminatory language in the presence of children.
- Respect my position of trust and maintain appropriate boundaries with children.
- Work in an open environment and avoid spending time alone with children away from others.
- Arrive in sufficient time to set up activities and ensure that risk assessments are undertaken as necessary for all activities, programmes, and events involving under-18s.
- Ensure children are safe by supervising appropriately and using safe training methods and techniques.
- Never engage in bullying behaviour.
- Challenge any form of bullying behaviour among and towards children.
- Communicate in a constructive, age-appropriate manner with children, never humiliating them.
- Provide meaningful opportunities that empower children to share in the decision-making process.
- Never condone rule violations, any form of violence or the use of prohibited substances.
- Ensure that confidential information is not divulged unless with the expressed approval of all those concerned or where a case warrants disclosure to relevant authorities.



**I will never:**

- engage in or allow any verbal, physical or sexually provocative games with or inappropriate<sup>17</sup> touching of children;
- engage in any sexual relationship with any player under 18 years of age, including making sexually suggestive comments to a child;
- groom<sup>18</sup> or exploit a child for personal and financial gain;
- engage in inappropriate use of social media – this includes engaging children in private social media conversation and never posting comments that could compromise their well-being or cause them harm;
- reduce a child to tears or scare or humiliate him/her as a form of control;
- intentionally physically hurt or threaten to hurt a child – hitting and punching may be regulated forms of contact in some (combat) sports but have no place in football.

**Failure to abide by this code of conduct will result in appropriate action being taken. This may mean your removal from the activity/event for a period whilst an investigation is taking place and may result in disciplinary and/or legal action.**

I..... (please print name) agree to abide by the above code of conduct.

Association:.....

Position:.....

Signature:..... Date:.....

Witness (signed by the MA's safeguarding officer):.....

<sup>17</sup> Contact with buttocks, genitals and breasts must be avoided. Staff and volunteers should never behave in a way that could be interpreted as inappropriate.

<sup>18</sup> In the context of child sexual exploitation and abuse, "grooming" is the short name for using children for sexual purposes. It refers to *the process of establishing/building a relationship of trust* with a child, either in person or through the use of the internet or other digital technologies, to facilitate either online or offline sexual contact.



APPENDIX 08

# RISK ASSESSMENT GUIDE FOR MAs

This risk assessment guide considers the potential for harm to come to children whilst they are participating in football. In order to help mitigate risks, templates for an organisational-level risk assessment and an activity-by-activity risk assessment follow. Both refer to the possible risk of abuse and not general health and safety risks (these should be covered under separate health and safety rules set by the association and/or government). You can adapt this assessment to your context as necessary.

Explanation of terms used:

- **Potential risk of harm to children** - identified risks of harm to children whilst

accessing football activities or programmes.

- **Likelihood of harm happening** - the likelihood of the risk occurring: low, medium or high. Note that if risks are high, the activity should be modified or cancelled.
- **Required policy, guidance and procedure document** - indication of the policy, guide or procedure required to alleviate the risk.
- **Responsibility** - who is responsible? Indicate where the responsibility for alleviating the risk lies.

POTENTIAL RISK OF HARM TO CHILDREN	LIKELIHOOD OF HARM HAPPENING: LOW/MEDIUM/HIGH (L,M,H)	REQUIRED POLICY, GUIDANCE OR PROCEDURE DOCUMENT	WHO IS RESPONSIBLE FOR HANDLING THIS ISSUE?	FURTHER ACTION REQUIRED
<b>PERSONNEL</b>				
<b>Recruitment of inappropriate people working directly with children</b>	e.g.H	<ul style="list-style-type: none"> <li>• Safeguarding policy</li> <li>• Safe recruitment and screening process</li> <li>• Safeguarding training</li> <li>• Sign code of conduct</li> </ul>		<i>E.g. proof of qualifications to be confirmed</i>
<b>Lack of training on safeguarding for coaches</b>	e.g.H	<ul style="list-style-type: none"> <li>• Safe recruitment and screening process</li> <li>• Training on safeguarding for all coaches</li> <li>• Sign code of conduct</li> </ul>		<i>E.g. proof of qualifications to be confirmed</i> <i>E.g. safeguarding course for coaches to be completed. Coaches sign the code of conduct</i>

POTENTIAL RISK OF HARM TO CHILDREN	LIKELIHOOD OF HARM HAPPENING: LOW/MEDIUM/HIGH (L,M,H)	REQUIRED POLICY, GUIDANCE OR PROCEDURE DOCUMENT	WHO IS RESPONSIBLE FOR HANDLING THIS ISSUE?	FURTHER ACTION REQUIRED
Volunteers' lack knowledge of and training on safeguarding	e.g.H	<ul style="list-style-type: none"> <li>• Safe screening process</li> <li>• Safeguarding training</li> <li>• Signing code of conduct</li> </ul>		<i>E.g. reference check volunteers</i>
Other adults with access to children – e.g. security, medical staff	e.g.H	<ul style="list-style-type: none"> <li>• Safeguarding training</li> <li>• Sign code of conduct</li> </ul>		
<b>COMPLAINTS &amp; DISCIPLINE</b>				
Concern about behaviour of some adults towards children	e.g.H	<ul style="list-style-type: none"> <li>• Safeguarding training</li> <li>• Clear MA complaints &amp; disciplinary process</li> <li>• Guidance on dealing with concerns about a child</li> </ul>		<i>E.g. report concern to safeguarding officer Immediate action needed</i>
Absence of a complaints & disciplinary process within the MA	e.g.H	<ul style="list-style-type: none"> <li>• Clear MA complaints &amp; disciplinary process</li> <li>• Guidance on dealing with concerns about a child</li> </ul>		<i>E.g. ongoing review within the MA Greater communication required on where to report concerns</i>
Complaints not being dealt with seriously	e.g.M	<ul style="list-style-type: none"> <li>• MA complaints &amp; disciplinary process</li> </ul>		<i>Ongoing review within the MA</i>
<b>REPORTING PROCEDURES</b>				
Lack of knowledge of organisational and statutory reporting procedures to local authorities/agencies	e.g.H	<ul style="list-style-type: none"> <li>• Safeguarding policy</li> <li>• Guidance on dealing with concerns about a child</li> </ul>		<i>E.g. map out and establish partnerships with referral agencies Make reporting procedures widely available and publicise list of local agencies and organisations</i>

POTENTIAL RISK OF HARM TO CHILDREN	LIKELIHOOD OF HARM HAPPENING: LOW/MEDIUM/HIGH (L,M,H)	REQUIRED POLICY, GUIDANCE OR PROCEDURE DOCUMENT	WHO IS RESPONSIBLE FOR HANDLING THIS ISSUE?	FURTHER ACTION REQUIRED
No safeguarding officer appointed (or focal point) for safeguarding in the MA		<ul style="list-style-type: none"> <li>Safeguarding policy</li> <li>Safeguarding officer/focal point role description/terms of reference</li> <li>Safeguarding training</li> </ul>		<i>E.g. appoint and widely publicise name of contact person</i> <i>Train him/her in the safeguarding role</i>
Not clear who children should talk to or report to if they have concerns		<ul style="list-style-type: none"> <li>Put up the name(s) of the focal point and inform children of the person's name and his/her role</li> </ul>		<i>E.g. widely publicise name of contact person</i> <i>Train him/her in the role</i>
<b>FACILITIES AND ACCOMODATION</b>				
Unauthorised access to children's play & practice areas and to changing rooms, showers, etc.	e.g.H	<ul style="list-style-type: none"> <li>Safeguarding policy</li> <li>Code of conduct</li> </ul>		Clarify responsibilities before session starts Review and enforce policy in changing and shower areas
Children sharing same facilities and accommodation with adults	e.g.H	<ul style="list-style-type: none"> <li>Safeguarding policy</li> <li>Safe recruitment for all those who work directly with children</li> <li>Code of conduct</li> <li>Safeguarding training</li> </ul>		<i>E.g. plan with management to create a safe environment in shared facilities</i> <i>Check local health and safety legislation/guidelines and standards</i>
<b>TRANSPORT AND TRAVEL</b>				
Transporting children between venues/training is not safe	e.g.M			
Safeguarding checks have not been carried out on any drivers	e.g.H	<ul style="list-style-type: none"> <li>Safe recruitment for all those who work directly with children</li> <li>Code of conduct</li> </ul>		
No guidance for travelling and trips away	e.g.M	<ul style="list-style-type: none"> <li>Guidance on planning and organisational arrangements</li> </ul>		

POTENTIAL RISK OF HARM TO CHILDREN	LIKELIHOOD OF HARM HAPPENING: LOW/MEDIUM/HIGH (L,M,H)	REQUIRED POLICY, GUIDANCE OR PROCEDURE DOCUMENT	WHO IS RESPONSIBLE FOR HANDLING THIS ISSUE?	FURTHER ACTION REQUIRED
<b>COMMUNICATIONS AND SOCIAL MEDIA</b>				
Inappropriate use of social media and communication by under -18s		<ul style="list-style-type: none"> <li>Children’s code of conduct</li> </ul>		<i>Ongoing review</i>
Inappropriate use of social media and communication by adults with under-18s		<ul style="list-style-type: none"> <li>Staff and volunteers’ code of conduct</li> <li>Guidance on communication</li> </ul>		<i>Ongoing review</i>
<b>GENERAL BEHAVIOURAL ISSUES (child to child, or adult to child)</b>				
General behavioural issues		<ul style="list-style-type: none"> <li>Code of conduct for adults and children</li> </ul>		<i>E.g review and discuss the code(s) of conduct with adults and children Sign code of conduct</i>

This risk assessment was discussed and completed by ( ..... ) on ...../...../2019

Signed:.....

Name:.....

Role:.....

Date:.....

**Risk assessment template (activity level): to be completed at the start of every new project/activity**

WHAT CONTACT WILL YOU HAVE WITH CHILDREN/YOUNG PEOPLE THROUGH THIS WORK/PROJECT?	WHAT POTENTIAL RISKS TO CHILDREN/YOUNG PEOPLE CAN YOU IDENTIFY?	WHAT STEPS WILL YOU TAKE TO MITIGATE THESE RISKS?	WHO IS RESPONSIBLE FOR ENSURING THIS ACTION IS TAKEN?	PLEASE CONFIRM DATE WHEN THE ACTION WAS COMPLETED
<ul style="list-style-type: none"> <li>• Will the contact be face to face and/or online/digital</li> <li>• What activities will children be involved in?</li> <li>• Will the children be photographed, filmed or asked to share their stories?</li> <li>• Will parents/carers be present or are staff/volunteers acting <i>in loco-parentis</i>?</li> </ul>	<ul style="list-style-type: none"> <li>• Are there any risks inherent in these activities?</li> <li>• Who will be present?</li> <li>• Will these people be MA staff/volunteers or third parties?</li> <li>• What will the environment be like?</li> <li>• What physical or emotional issues may arise?</li> </ul>	<ul style="list-style-type: none"> <li>• What have/will you include in your safeguarding planning?</li> <li>• Who is your designated safeguarding contact for this activity?</li> <li>• What support will be available for the children present?</li> <li>• How will concerns be managed should they arise?</li> <li>• What safeguarding information will everyone involved receive at the start of the activity?</li> </ul>		
<p><b>Please confirm that this risk assessment has been copied to the safeguarding officer or focal point in the MA.</b></p>			<p>Your name and role:</p> <p>.....</p>	



## APPENDIX 09

# GUIDANCE TO MAs ON SAFEGUARDING AND SUPERVISION OF CHILDREN

In any football activity, it is important to ensure any risks in relation to the location, training facilities and equipment are minimised by using the risk assessment tool together with local health and safety guidelines. In addition, during any football activity, children need to be supervised at all times as the likelihood of accidents happening increases when adequate adult supervision is not in place.

Staffing and supervision ratios can sometimes be difficult to judge. You need to make sure you have enough staff and volunteers to ensure children are safe – and that these adults are suitable to undertake various tasks as needed. It may not always be possible to stick to recommended ratios. However, you should make every effort to achieve the best level of supervision of children at all times.

### Recommended adult to child ratios

Check if legislation or government guidelines in your country have nationally recommended supervision ratios. If there is no specific guidance on this in your country, the following adult-to-child ratios are recommended to help keep children safe:

- when working with children between five and eight years of age, a ratio of one adult to 16 children should be adhered to;
- when working with children between nine and 18 years of age, a ratio of one adult to 20 children should be adhered to.

If young people are helping to supervise younger children, only those aged 18 or over should be included as adults when calculating adult to child ratios. *All activities should always be planned to involve at least two adults.*

The following factors should also be taken into consideration in deciding how many adults are required to safely supervise children:

- the number of children involved in the football activity;
- the age, maturity and football experience of the children;
- whether any of the members of staff, volunteers or children have a learning or physical disability or special requirements;
- whether any of the children have challenging behaviour;
- the particular hazards associated with the football activity;
- the particular hazards associated with the environment;
- the level of qualification and experience of the members of staff and volunteers;
- the full programme of football activities.

**Important things to remember:**

- There should always be at least one adult per group of children of the same sex as the children involved.
  - There should always be at least one adult of each sex with mixed groups.
  - All activities should be planned to involve at least two adults.
- Adults should avoid being left alone with children.
  - All adults working directly with children must be subject to safe recruitment processes, sign the code of conduct and complete the MA's basic safeguarding awareness training.





## APPENDIX 10

# GUIDANCE ON PLANNING AND ORGANISING TOURNAMENTS, OVERNIGHT STAYS AND AWAY TRIPS

Travelling to away games and tournaments should be both safe and fun for children.

Parents and carers will often worry when their children are away but careful planning and preparation should help to ease those worries and demonstrate that you have taken into account the various needs of their children and the potential dangers of a trip away.

To help planning and organisational arrangements, the following guidelines have been developed to assist MAs in implementing proper safeguarding measures. Much of this preparation can be done at the start of the year when the calendar of events is being planned.

### Essential planning – at the start of the year/season

Hold a meeting with parents or guardians at the start of the season to explain your safeguarding policy and measures, introduce staff, and review the code of conduct. This is a great opportunity to discuss procedures for travelling for away games and tournaments and for parents or guardians to sign consent forms.

Hold a meeting with children for the same purposes.

### Make sure you ensure the following:

- Parental (or guardian) consent forms – make

sure they are signed and kept safely (see sample below).

- When travelling, there should always be at least one adult per group of children of the same sex as the children involved.
- There should be a qualified first-aider with the team who has read and signed the code of conduct.
- If team doctors and physiotherapists are on the trip, they must always treat a child for illness or injury in a manner that reflects the ethos of their profession. They must also read and sign the code of conduct.
- You have the correct insurances in place.
- A safeguarding officer or approved chaperone(s) is going on the trip.
- The code of conduct is signed by all those travelling (both adults and under-18s).
- Children know whom to contact if they have a concern.

### Important considerations

- Draw up a programme, including departure and return dates and times.
- Have a meeting with the parents, guardians and players to run through the trip's programme of events and address any questions or concerns they may have.
- Someone from the MA who is not going away needs to be identified as a point of contact. He/she should have a list of

those going on the trip and their contact details.

- Make it clear who the safeguarding officer or approved chaperone(s) for the trip is, ensure that he/she is suited to this role and make sure that everyone in the group is aware of who this person is and what his/her role is on the trip.

### Other Important considerations

- Before you leave, work with the players to establish rules for the trip (and what will happen to those who break them). Players should sign the children's code of conduct.
- Ideally, children should not be given or wear shirts or hats with their names on (an ID badge should be sufficient).
- Agree who is sharing accommodation with whom before you go.
- Ensure that you have your staff bedrooms spread out, for example – if the group is over three floors, there should be at least one adult room on each floor. Ideally, the whole team should be on the same floor. Over 18-year-olds should not share rooms with under 18-year-olds.

### Essential planning – while away

#### On arrival:

- Ensure there is no access to alcohol or drugs in the rooms or at any other time.
- Ensure movie access is appropriate and that adult movie channels are not available in the children's rooms.
- Ensure that everyone is aware of fire exits and emergency procedures.
- Have group meetings to review the programme and rules. Ensure children have their ID badge on them at all times.

#### During the trip:

- Hold daily group meetings and staff meetings. They do not need to be long and should provide the opportunity to discuss any issues or problems and solve them.

#### On return:

- Ask the children and the staff what they enjoyed and what they would change; this will help with the following year's planning.

#### Staff and volunteers on away trips have a responsibility to:

- Ensure the safety and well-being of children. This will mean carrying out a risk assessment in advance, including for transport and accommodation.
- Arrive at all departing venues well ahead of children so that they are not left standing alone.
- Arrange a group meeting point prior to boarding the mode of transport (i.e. bus, plane, train).
- Ensure children are given the name and contact of the safeguarding officer or approved chaperone(s) accompanying them on the trip.
- Familiarise the group with the emergency exits in the event of a fire, and agree on a group meeting point – including at the stadium where the match(es) will take place.
- Medical staff (i.e. doctors and physiotherapists) on the trip must always treat a child for illness or injury in a manner that reflects the ethos of their profession. This includes not gaining any individual access to players.
- Avoid spending time alone with a child or young person and ensure that the team doctor or physiotherapist is accompanied by another

- member of staff when treating players.
- Should a child or young person have to remain in the hotel during the course of the tournament or trip due to injury or illness, try to ensure that two staff members remain behind to look after him/her.
- In the event that a child or young person falls ill, or is seriously injured, and has to remain behind after a tournament or match, ideally two members of staff should remain with the child if possible. Staff have a duty of care to ensure that the child returns safely to his/her home/home country.
- If “time off” is permitted by the head coach, staff and players should sightsee or partake in recreational activities as a group.
- Ensure that all players partake in group excursions, so that no child or young person is left alone in the accommodation. Arrange a “meeting point” for players in the event of a player being separated from the group.
- Have access to mobile phones and be reachable 24/7. Staff should have a full list of contact names and numbers of parents and guardians, and vice versa, in case of emergency.
- Ensure you have a clear missing child policy in place that everyone is aware of (see Appendix 11 below).

**Checklist to help think through planning and organisation (adapt as necessary)**

<p><b>Purpose of the trip</b></p> <p>Competition                  Training                  Other (specify):.....                  Combination:.....</p>
<p><b>Planning</b></p> <p>When                  Where                  Who (staff/volunteers/players)</p>
<p><b>Communication with parents</b></p> <p>Destination and accommodation details sent (address/telephone)                  Name(s)/number(s) of safeguarding officer and/or approved chaperone(s) shared with parents and players                  Drop-off/pick-up times agreed                  Transport arrangements in place                  Competition details shared                  Kit and equipment list shared                  Consent form signed                  Information regarding medical conditions (including allergies) or impairments and access needs, and medication                  Safeguarding arrangements (reporting concerns, supervision, etc.)</p>

<p><b>Transport</b></p> <ul style="list-style-type: none"> <li>Drop-off/pick-up times (agree times with parents, and agree what to do if a parent does not arrive to collect a child at the appointed time)</li> <li>Suitability and accessibility requirements</li> <li>Drivers checked and signed code of conduct</li> <li>Insurance</li> </ul>
<p><b>Accommodation</b></p> <ul style="list-style-type: none"> <li>Type (hotel, hostel, etc.)</li> <li>Pre-event visit and risk assessment done, if possible</li> <li>Special diets, food allergies</li> <li>Suitability for group, including access needs of attending disabled children (this might include accommodation and meals for a carer or personal assistant)</li> <li>Room lists</li> <li>Supervising adults' sleeping arrangements</li> </ul>
<p><b>Preparing athletes</b></p> <ul style="list-style-type: none"> <li>Local culture, language</li> <li>Expectations on dress and behaviour</li> <li>Food and drink</li> <li>Currency</li> <li>Telephones and contacts</li> </ul>
<p><b>Supervision and staffing</b></p> <ul style="list-style-type: none"> <li>Ratio of staff to children agreed</li> <li>Male/female staff clear responsibilities</li> </ul>
<p><b>Documentation</b></p> <ul style="list-style-type: none"> <li>Travel tickets</li> <li>Passports, visas</li> <li>Accommodation and travel booking documents</li> </ul>
<p><b>Insurance</b></p> <ul style="list-style-type: none"> <li>Liability</li> <li>Accident</li> <li>Medical</li> </ul>
<p><b>Emergency procedures</b></p> <ul style="list-style-type: none"> <li>First aid</li> <li>Specific medical information available for players where needed</li> <li>Information on local emergency medical services, hospitals, etc.</li> </ul>
<p><b>Arrival</b></p> <ul style="list-style-type: none"> <li>Check rooms, meal times</li> <li>Arrange group meetings</li> <li>Confirm procedures with staff</li> <li>Rules explained (e.g. curfews)</li> </ul>

**Parental consent form<sup>19</sup>**

Parents or guardians of players under the age of 18 are required to sign this form.

Parent/guardian's name:			
Contact number:			
Event/tournament name:			
<p><b>Parental or guardian consent statement</b></p> <p>I agree to my child's participation in this activity.</p> <p>I have answered the questions regarding medical information below, and consent that, in the event of any illness or accident, any necessary treatment can be administered to my child, which may include the use of anaesthetics.</p> <p>I understand that, while the adult officials will take every precaution to ensure that accidents do not happen, they cannot necessarily be held responsible for any loss, damage or injury caused to my child.</p> <p>I have read the codes of conduct and acknowledge the need for my child to behave responsibly.</p>			
<p><b>Travel arrangements</b></p> <p>I agree to the transport arrangements that have been made for my child.</p>			
<b>Child's details* (please PRINT clearly)</b>			
First Name:			Surname:
Age:			DOB:
Home Address:			
<b>Child's medical information</b>			
Does your child have:			
any allergies?	Yes	No	If yes, please specify:
medication?	Yes	No	If yes, please specify:
any special needs?	Yes	No	If yes, please specify:
a disability requiring specific access needs?	Yes	No	If yes, please specify:

<sup>19</sup> Adapt as necessary to fulfil the requirements of any applicable data protection legislation

Doctor's name:		Any other information:	
Doctor's tel. no.:			

*I confirm that, to the best of my knowledge, my child does not suffer from any medical condition other than those detailed above and that I will inform the association if this changes.*

**Parent's signature:**

.....

When my child is away, I know the contact person is:

Add name of safeguarding officer or chaperone(s):	
---	--



**APPENDIX 11**

**SAMPLE MISSING CHILD POLICY FOR MAs**

On discovering that a child has gone missing, I will:

- immediately make a search of the surrounding area;
- request help from people around me;
- if I am in a public building, alert the staff of the situation and ask for assistance in searching for the missing child;
- if I am in a place where it is possible to seal off exits and access CCTV footage, request that this is done immediately;
- ensure that people involved in the search are given a description of the child and what he/she is wearing;

- reassure the other children in my care, as I am aware that this could become a distressing situation for them.

If the search is unsuccessful, I will:

- ring the police immediately, providing a description, and keep searching the area;
- advise the parents and/or guardians of the situation as soon as it is reasonably practical to do so.

After the event, I will review my policy and procedure to establish what went wrong and how it can be avoided in future.

Name of safeguarding officer or chaperone(s) on duty:.....

Date of incident:.....

Reported to:.....



## APPENDIX 12

# GUIDANCE ON CELEBRATION AND COMMUNICATION ARRANGEMENTS, INCLUDING THE USE OF IMAGES OF CHILDREN AND COMMUNICATION VIA SOCIAL MEDIA

### Celebration & communication: safe use of images of u-18 players

Photographs, films and video clips are a great way to publicise football activities and programmes. They can be used to celebrate achievements, promote activities and keep people updated on what is happening. Footage might also be recorded for performance development and analysis reasons. The aim of this guide is not to curb such activity but to ensure that children are protected from those who might seek to take or manipulate photos and video footage in a way that harms children or places them at risk of harm.

MAs should take all reasonable steps to promote the safe use of social media, photography and filming. The following is a model guide to assist MAs in developing their own celebration and communication arrangements, while implementing the safeguarding policy.

#### Permission

Children and their parents or guardians should be informed that the child may, from time to time, be photographed or filmed whilst participating in football activities or

programmes. This could be for the following reasons:

- video footage for performance development;
- media coverage of an event or achievement;
- promotional purposes, e.g. website or publication.

Written consent should be obtained (e.g. through a consent form – see sample below) from parents or guardians before any photography or filming takes place. Depending on your country's legislation, consent may also need to be sought from the child.

#### Safe use of images and general information:

To minimise any risk of harm coming to children, the following information should be considered:

- Unsupervised access or one-to-one photography or video sessions with under-18s should not be allowed. At least one staff member or the child's parents or guardians should attend any one-to-one photography or video session;
- Photographing or filming should not be



permitted in changing areas, bathrooms or sleeping areas;

- Information published on websites or social networking sites must never include detailed personal information that could identify a child, e.g. his/her home address, email address or telephone number;
- Children should never be portrayed in a demeaning, tasteless or provocative manner. Ensure all those featured are appropriately dressed (e.g. a minimum of shirt and shorts).

**Information and communications technology (ICT) and social media**

There are various ways in which to celebrate and communicate using ICT and social media. However, misuse of ICT and social media can also put children at considerable risk.

**For children, the risks include:**

- inappropriate access to, use or sharing of personal details (e.g. their names, email addresses or phone numbers);
- unwanted contact from adults with wrongful or questionable intent;
- being sent offensive or otherwise inappropriate material;
- online bullying;
- grooming for sexual abuse.

**For adults, risks include:**

their communication with children being misinterpreted leading to:

- potential investigation (internal disciplinary or by statutory agencies); and
- potential disciplinary action.

As a general principle and good practice, adults should never engage in inappropriate use of social media. This includes: direct messaging with children and posting comments on social media sites that could compromise the well-being of a child, cause him/her harm, or bring the association/club into disrepute.

**Text/Email**

The general principle is that all communication should be made via parents or guardians of children where possible. Where this is not possible,<sup>20</sup> consent should be sought from parents/guardians, as well as the child via email rather than text with a minimum of two adults included (copied) in the communication.

**Concerns**

- If at any time the use of an image or information attached to it appears inappropriate, report the misuse of an image to the safeguarding officer.
- Anyone behaving in a way which could reasonably be viewed as inappropriate in relation to filming or photographing children or the use of social media should be reported.
- Where appropriate, concerns should also be reported to the police.

<sup>20</sup> For example, where English (or another language) is not the mother tongue of the parents and therefore communication has to be with the child.

**Consent form<sup>21</sup>**

This form requires the signature of the parents or guardians of the child.

MAs should take all possible steps to ensure images and videos are used solely for the purposes they are intended. If you become aware that images and videos are being used inappropriately, you should report it immediately. *All images should be stored securely in line with data protection legislation.*

<p><i>To be completed by parent or guardian:</i></p> <p>I give permission for photographs or videos of my child to be used on the association's or club's website, and for printed publications.</p> <p>I give permission for photographs or videos of my child to be used on the association's or club's social media pages.</p>	
<b>Signature of parent:</b>	<b>Print name of parent:</b>
<b>Date:</b>	

<sup>21</sup> Adapt as necessary to fulfil the requirements of any applicable data protection legislation



## APPENDIX 13

# GUIDANCE ON THE SAFE USE OF CHANGING ROOMS AND SHOWERING FACILITIES

It is important to think about how you can effectively meet the needs of all members of the football family, taking into account the facilities that are available, the number of people accessing them and the activities being undertaken.

Children are particularly vulnerable in changing areas due to various stages of dress/undress and because they are less supervised than at many other times. The risk of child-to-child problems, such as bullying, is also present when coaches or staff members are not supervising players or mascots. This is especially true in changing rooms. The following guidelines have been designed to help MAs develop their own policies to reduce the risk of misconduct or abuse in changing areas:

1. Where facilities are used by both adults and children at the same time, there must be access to separate changing, showering and toilet areas.
2. Under no circumstances should adults be undressed in front of children in changing rooms.
3. Adult staff and volunteers must not change or shower at the same time as children using the same facilities.
4. For mixed-gender activities, separate facilities must be available for boys and girls.
5. If a child feels uncomfortable changing or showering in public, then no pressure should be placed on him/her to do so. Instead, he/she should be encouraged to do so at home.
6. If disabled children need to use facilities, make sure they are accessible and the disabled child and his/her carer are involved in deciding if and how they should be assisted. Make sure the child is able to consent to the assistance that is offered.
7. The use of mobile phones and/or photographic equipment with video recording capabilities by staff and volunteers and children themselves should be prohibited in general and should not be used under any circumstance in changing rooms.
8. Where no changing facilities are available, children and their parents or guardians should be made aware of this prior to the game and advised to make alternative arrangements and take appropriate additional clothing.
9. Parents should be discouraged from entering changing rooms unless it is truly necessary. In such circumstances, only a parent of the same sex as the children may enter the changing room and he/she should let the coach know about this in advance. At least one member of the coaching staff of the same sex as the children involved should be present with the parent when other children are in the changing room.
10. Adult staff and volunteers, especially those of the opposite sex, should not be in the changing room when children are undressed.



## APPENDIX 14

# HOW TO RECOGNISE AND RESPOND TO ABUSE AND STANDARDS OF EXPECTED BEHAVIOUR

This information is for awareness-raising purposes and should be used as part of the MA's broader educational efforts on safeguarding. Child abuse can be a very difficult topic for staff and volunteers. It is unlikely that a child will disclose that he/she is being abused or that you will see abuse happening – it is far more likely you will see indications that a child might be experiencing abuse, so it is important to follow some general guidelines. Children suffering abuse often experience more than one type of abuse. The abuse usually happens over a period of time, rather than being a single, isolated incident. Increasingly, abuse can happen online.

There are commonly three stages in the identification of child abuse:

1. questioning the possibility;
2. looking out for signs of abuse; and
3. recording and reporting.

### *Considering the possibility*

The possibility of child abuse should be considered if a child appears to have suffered a suspicious injury for which no reasonable explanation can be offered. This should also be considered if the child seems distressed without obvious reason or displays persistent behavioural problems that he/she never had before. The possibility of child abuse should also be considered if the child displays unusual or fearful responses to certain people like a coach or team doctor or his/her parents or guardians.

### *Looking out for signs of abuse*

Signs of abuse may be physical, behavioural or developmental. The following is a list of some indicators of abuse, but it is not definitive. National legislation or government guidelines in your country may also describe some of these.

**Children who are being abused may hint that they are being harmed and sometimes make direct disclosures. Disclosures should always be believed.**

**PHYSICAL ABUSE**

**Physical indicators**

- Scratches
- Bite marks or bruises
- Burns, especially cigarette burns
- Untreated injuries
- Broken bones

**Behavioural indicators**

- Self-harm tendencies
- Constantly trying to run away
- Aggressive or withdrawn
- Fear of returning home
- Unnecessary fear of adults

**EMOTIONAL ABUSE**

**Physical indicators**

- Sudden speech disorders
- Bed wetting and soiling
- Signs of self-harm
- Poor peer relationships

**Behavioural indicators**

- Attention-seeking behaviour
- Rocking, thumb sucking
- Fear of change
- Chronic runaway

**NEGLECT**

**Physical indicators**

- Constant hunger
- Exposed to danger, lack of supervision
- Inadequate/inappropriate clothing
- Poor hygiene
- Untreated illnesses

**Behavioural indicators**

- Tiredness, listlessness
- Poor peer relationships
- Low self-esteem
- Compulsive stealing, begging

**SEXUAL ABUSE**

**Physical indicators**

- The child may complain of soreness, pain or bleeding in his/her "private parts"
- Making sexual advances to adults or to other children
- Pain on urination
- Difficulty in walking or sitting
- Anorexic/bulimic
- Substance/drug abuse

**Behavioural indicators**

- Depression
- Inappropriate language and/or sexual knowledge for their age
- Making sexual advances to adults or other children
- Low self-esteem
- Afraid of the dark
- Wariness of being approached by anyone
- Unnecessary fear of adults

### What to do if a child discloses information directly to you

Children's disclosures must always be taken seriously. Most importantly, you should immediately contact emergency support if the child is in immediate danger.

If a child suggests they want to tell you a "secret" or disclose information that suggests he/she is at risk or has been abused, it is important that you:

- remain calm and do not show shock or disbelief;
- listen carefully to what is being said and offer comfort statements, particularly when a child discloses sexual abuse, for example, "I'm sorry this happened to you", "It's not your fault";
- do not ask detailed, probing or leading questions;
- tell the child that you will take what is said seriously;
- explain what you are going to do (depending on the child's age, this would include asking what type of help is wanted and with whose involvement the child would feel comfortable);
- tell the child that you cannot keep this a secret, but that the information will only be shared in order to keep him/her safe. [Note that in many countries it is mandatory to report child abuse].

### NEVER:

- question them except for clarification;
- make promises about confidentiality that you cannot keep;
- assume that someone else will take the necessary action;
- be dismissive or show an extreme reaction, e.g. anger, shock, horror, etc.;
- jump to conclusions, speculate or accuse anybody;
- make or pass a judgment on the alleged abuser;
- investigate the disclosure yourself.

### REMEMBER

- It is not your responsibility to decide if abuse has occurred.
- IT IS YOUR RESPONSIBILITY TO REPORT IT.

*Recording and reporting (see also guidelines on responding to concerns)*

Your observations should be accurately recorded and should include dates, times, names, locations, context and any other information that may be relevant. This information is really important and may help any future investigation that can safeguard and protect the child. Please refer to the reporting form in the guidelines on responding to concerns.



## APPENDIX 15

# SAMPLE CODE OF CONDUCT FOR CHILDREN

This information can be used to develop a “children’s charter” or “children’s code of conduct”. The purpose is to give age-appropriate information and to have a discussion with children on safeguarding, to empower them so that they know who to speak to in the event that they have any concerns. Allow at least one hour to go through it with them in group work, especially if they have any questions or do not understand something. For younger children, it may need to be further adapted and simplified. Decide who would be the best person to facilitate and lead this discussion – it may be the safeguarding officer or other staff member or a local expert agency or partner. Always ensure that at least two experienced adults or more conduct the session together.

### In playing football, I will:

- respect my coach and team-mates;
- play fairly and be gracious in defeat;
- shake hands with the other team and the referee at the end of the match;
- ensure I am on time for training, matches and any other football activity;
- tell the team manager/coach about any injury or medical condition before or during activities;
- not bully or start fights with others (doing hurtful things on purpose), like:
  - using mean words to hurt others or spread rumours about them;

- excluding someone on purpose;
- using social media in a bad way – e.g. posting mean comments or photos on social media (Instagram, Facebook, Snapchat or Twitter, etc.) to hurt or upset someone;
- cursing or swearing at someone;
- physically fighting and hurting others;
- report bullying if I see it happening to others.

### In participating in football, I understand that I have the right to:

- have fun and develop my football skills;
- feel safe and happy;
- be protected from bad behaviour, from adults or other children that make me feel uncomfortable or sad;
- talk and be listened to, especially if I have concerns or do not feel safe;
- know where to go for help or who to talk to if I am scared or worried about something;
- be looked after if there is an accident or injury.

Remember, in facilitating this discussion with children, it is important they know that if they are worried about something, or if they do not feel safe, there are a lot of people who can help. Encourage them to always talk to an adult whom they trust. Within football, this may be the safeguarding officer or other members of staff.



## APPENDIX 16

# INFORMATION/SAMPLE CODE OF CONDUCT FOR PARENTS AND GUARDIANS

Parents and guardians can promote the positive aspects of football by demonstrating good behaviour at all times – this includes encouraging their child’s participation in the game, demonstrating respect for staff and officials and behaving responsibly on the sidelines or during other football activities.

The below information can be used to develop a “parents’ charter” or “parents’ code of conduct” in football. It can be used as a discussion guide during information evenings or events on safeguarding.

Parents and guardians should be informed that persistent breaches of the code could result in them being asked to stay away from football activities and may also result in their child being removed from the MA’s programmes.

### As a parent/guardian, I will:

- encourage my child to play by the rules and teach my child that he/she can only do his/her best;
- promote my child’s participation in playing football for fun;
- cooperate with and show appreciation and respect for staff, coaches, referees, volunteers and other players;

- be realistic and never exert undue pressure or expectations on my child or other children;
- praise effort and participation rather than focusing on performance and results;
- accept decisions made by match officials, behave responsibly on the sidelines and not use aggressive or abusive language with any player or official;
- refrain from engaging in inappropriate use of social media – this includes posting comments on social media sites that may cause harm to others or bring the MAs or its stakeholders into disrepute;
- detail any health concerns and inform the coach/coordinator if my child has been ill or hurt recently;
- complete and return the relevant consent forms pertaining to my child’s participation.

### Parents/guardians have the right to:

- know their child is safe and protected from any form of poor practice or abuse;
- be informed of any problems or concerns relating to their child;
- speak to staff and voice any concerns about their child;
- have concerns appropriately dealt with.





**APPENDIX 17**

# GUIDANCE ON MONITORING AND EVALUATION

## What does monitoring and evaluation mean in terms of safeguarding within an MA?

Monitoring is the process of collecting, analysing and using information regularly to track progress towards keeping children safe in football. Evaluation is more of a systematic assessment of an activity, project, policy or operational area of performance (e.g. training) to see if it has achieved its objectives, and to guide future management decisions.

The ongoing monitoring of your policy, recruitment practices, training and other safeguarding measures is a really important part of the overall implementation process.

The below table may help you think about the information needed and different questions to ask as part of monitoring and evaluation efforts. This could be done through a survey, group discussions during a workshop or training, interviews with different stakeholders, consultations with children after a programme has been completed, etc. The most effective method will depend on your context. The safeguarding officer should work with local partners to conduct regular monitoring and evaluation to ensure everyone understands the following:

- What is safeguarding?
- Why is safeguarding important/why are you doing it?
- Who is responsible for safeguarding? (i.e. everybody)

## Monitoring and evaluation sample questions

SAFEGUARDS	POSSIBLE INFORMATION TO COLLECT
<p><b>Policy</b></p>	<p>Was the policy developed in a consultative way with relevant authorities, expert agencies, and key stakeholders, including with children (with support from local organisations), and was it adopted by the executive committee or council?</p> <p>Do you know about the MA's safeguarding policy and what it means for you?</p>

SAFEGUARDS	POSSIBLE INFORMATION TO COLLECT
<p><b>Recruiting, training and communicating</b></p>	<p>Is there an identified member of staff who is tasked with the responsibility of safeguarding?</p> <p>Is this person supported in his/her role, including by an expert advisory group and/or a safeguarding steering group or some form of oversight body?</p> <p>Have all new staff who work directly with children received a background and reference check?</p> <p>Have all new staff signed the code of conduct for their role?</p> <p>Do we provide a regular training programme on safeguarding, for example, to all coaches and volunteers? Is safeguarding training included as part of coach licensing?</p> <p>How many people have been trained in safeguarding this year?</p> <p>Is there an up-to-date list of those who have completed the safeguarding course and the dates when they were completed?</p> <p>Have staff who have not yet completed the course been notified that they must do so?</p>
<p><b>Minimising risk (see also risk assessment guide for MAs)</b></p>	<p>Do you know how to minimise risk to children in your role or for a specific event? For example:</p> <ul style="list-style-type: none"> <li>- for away trips and tournaments?</li> <li>- for the appropriate use of social media and photos?</li> <li>- in youth academies?</li> <li>- when transporting children?</li> </ul>

SAFEGUARDS	POSSIBLE INFORMATION TO COLLECT
<p><b>Reporting and responding to concerns</b></p>	<p>Would you know what to do if you had a concern about a child?</p> <p>Do you know who to report your concern to?</p> <p>Do children know where to go if they have concerns?</p> <p>Are you clear in understanding that it is not your responsibility to decide if abuse may have occurred but that it is your responsibility to act and report it?</p> <p>How many cases have been reported this year?</p> <p>Were they poor practice concerns or abuse?</p> <p>What were the outcomes and lessons learnt from this?</p> <p>Is there a confidential process for dealing with all complaints, concerns or allegations?</p>
<p><b>Advice and support</b></p>	<p>Do you feel supported in your safeguarding role?</p> <p>What further information or educational training would be of use?</p> <p>Has safeguarding training been evaluated to see if it is relevant and useful to specific roles within football?</p>

# CHILD SAFEGUARDING TOOLKIT FOR MEMBER ASSOCIATIONS

## **Content**

FIFA Member Associations Division and FIFA  
Child Safeguarding Expert Working Group

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# **FIFA Guardians™ Safeguarding Essentials: Course 1**



# FIFA Guardians™ Safeguarding Essentials

The FIFA Guardians™ Safeguarding Essentials course can be undertaken by anyone interested or involved in football. This is a 90-minute course and you'll be awarded a ***FIFA Guardians™ Safeguarding Essentials digital badge*** on completion of the course. You can also get a ***FIFA certificate of completion*** once you have finished the end-of-course quiz.

## INTRODUCTION

---

☰ Who is this course for?

### 1. WHAT IS SAFEGUARDING AND WHY IS IT NEEDED?

---

☰ Getting started

☰ What is safeguarding?

☰ What does safeguarding mean in practice?

☰ What does safeguarding include?

☰ Why is safeguarding in football important?

☰ Can we identify risks before something bad happens?

☰ Closing thoughts and main messages

## 2. MAKING FOOTBALL SAFER FOR ALL

---

☰ Welcome to Part 2

☰ Managing risk

☰ How do beliefs and values influence your approach to safeguarding?

☰ Agreeing behaviours for everyone in football

☰ How can codes of conduct help prevent harm?

☰ Codes of conduct: your summary

☰ Closing thoughts and main messages

## 3. RESPONDING TO SAFEGUARDING CONCERNS

---

☰ Welcome to Part 3

☰ What is a safeguarding concern?

☰ How do you find out about safeguarding concerns?

☰ Why are players not likely to speak out?

☰ Adults and reporting

☰ Poor practice or abuse?

☰ How should you report concerns in your organisation?

☰ Closing thoughts and main messages

#### 4. TAKING THE NEXT STEPS

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☰ The next steps

#### QUIZ

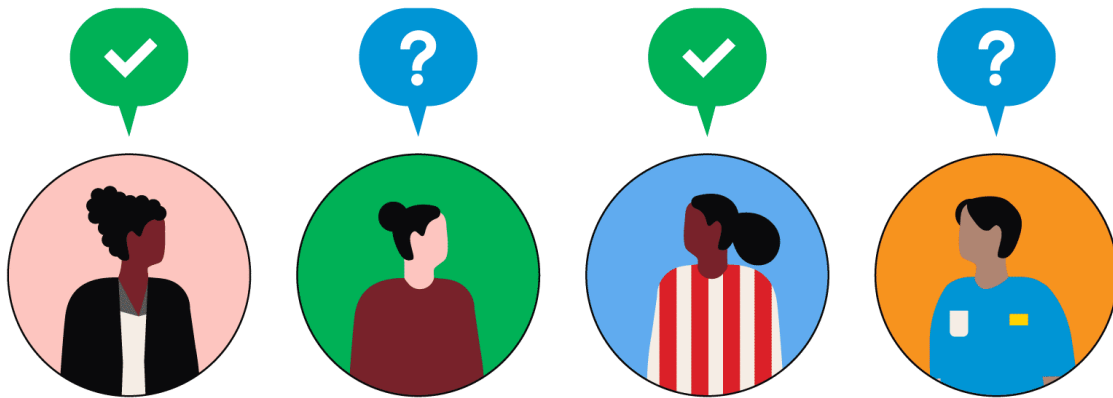
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☰ End-of-course quiz



# Who is this course for?

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This short course on Safeguarding Essentials is designed to support people involved in football in a voluntary or paid role either for FIFA; a national football association; for a club or as a coach, manager, referee or other important role, such as a safeguarding officer, physiotherapist or medic.

The course is designed for people like you from grassroots to the elite. It is divided into three 30-minute sessions for you to complete at your own pace. The course explains how safeguarding is everybody's responsibility. It's up to us!

This course is free and open to all and you are welcome to study it without enrolling. However, if you want to earn a FIFA/Open University digital badge for your learning, you'll need to enrol on the course. FIFA learners will earn a FIFA certificate of completion in addition to the digital badge.

This course supports the delivery of the FIFA Guardians™ Programme and is the first in a collection of five free FIFA online courses that anyone can do. If you're a FIFA learner and successfully complete all five courses you will be able to claim the FIFA Guardians™ Safeguarding in Sport Diploma.

## Learning outcomes

As a result of studying this course, you will be able to:

- 1 Describe what is meant by safeguarding in football.
- 2 Recognise safeguarding risks in football and how you can help to reduce risks.
- 3 Understand how to report safeguarding concerns so that they can be responded to properly.
- 4 Start making plans for how to take your next steps in safeguarding.



### Your welfare

---

During this course you will be asked to think about different types of harm that children experience. You may have your own lived experience of harm and abuse and may find some of the content in this course difficult and upsetting.

Please make yourself aware of the support services that are available to you through your line manager, your Member Association or within your community before starting the course, so that you know how to access this support if you need to.

# Getting started

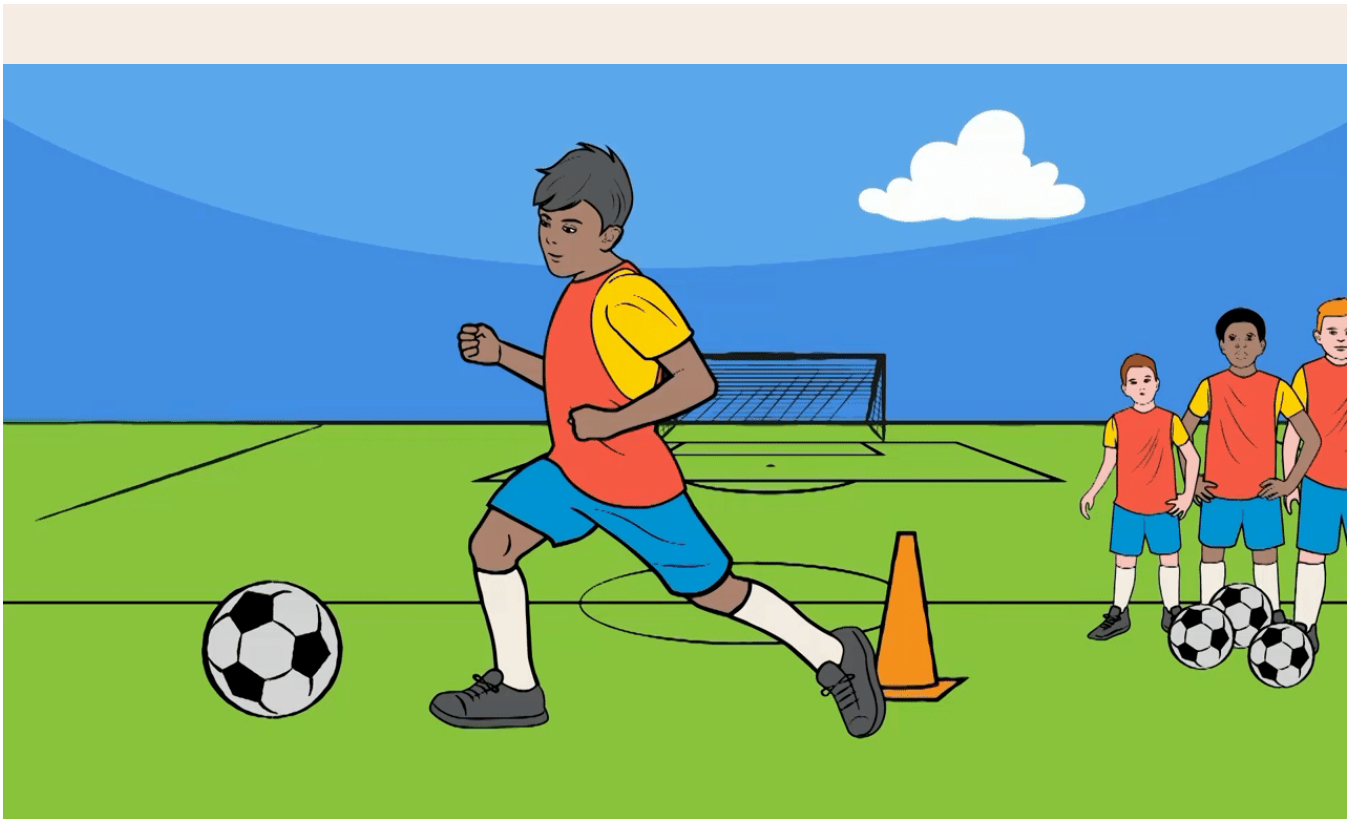
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## Welcome to this short course

You start by considering what is safeguarding and why is it needed?

Watch this video which shows a grassroots football programme and one of the players, Philip.

As you watch the video, think about if Philip has been harmed or abused?



A transcript of this video is available below.



**Grassroots football – Philip’s case study.pdf**  
33.2 KB



In the first part of this course, we discover:

- What safeguarding means.
- What safeguarding includes.
- Why safeguarding is so important.



## **Everyone has the right to play sport in a safe and supportive environment, especially children**

---

In this part of the course you find out what safeguarding means, what it includes and why it is important.

You will also see how you can identify risks to players' wellbeing before something bad might happen.

In the following section you explore what safeguarding is and then consider how it applies to Philip.

# What is safeguarding?

---



**'Safeguarding' is sometimes used as an umbrella word: but what does it include?**

Let's first explore the meaning of safeguarding.

## Safeguarding – in simple words

Have you heard the word safeguarding before?

What do you think it means?

You may have heard 'child protection' used before. Safeguarding and child protection are closely linked but they mean different things.

Safeguarding means: (click or swipe each slide for a definition)



The things we do to  
minimise risk. It means  
doing everything possible  
to prevent any kind of  
harm or abuse from  
happening, such as  
physical, sexual,  
emotional abuse and



The things we need to do  
when we're concerned  
that someone is at risk or



**is suffering harm or abuse.**

Quite often the term 'protection' or 'child protection' is used to describe the response – the action taken when there are concerns for a child (or adult) who may be suffering harm or abuse or is at risk of suffering harm or abuse.



## **Who is responsible for providing safe football environments?**

---

Everyone in football has a duty to make sure activities are delivered as safely as possible.

This is part of our safeguarding responsibility.



Next, we're going to look again at the grassroots football programme featuring Philip.



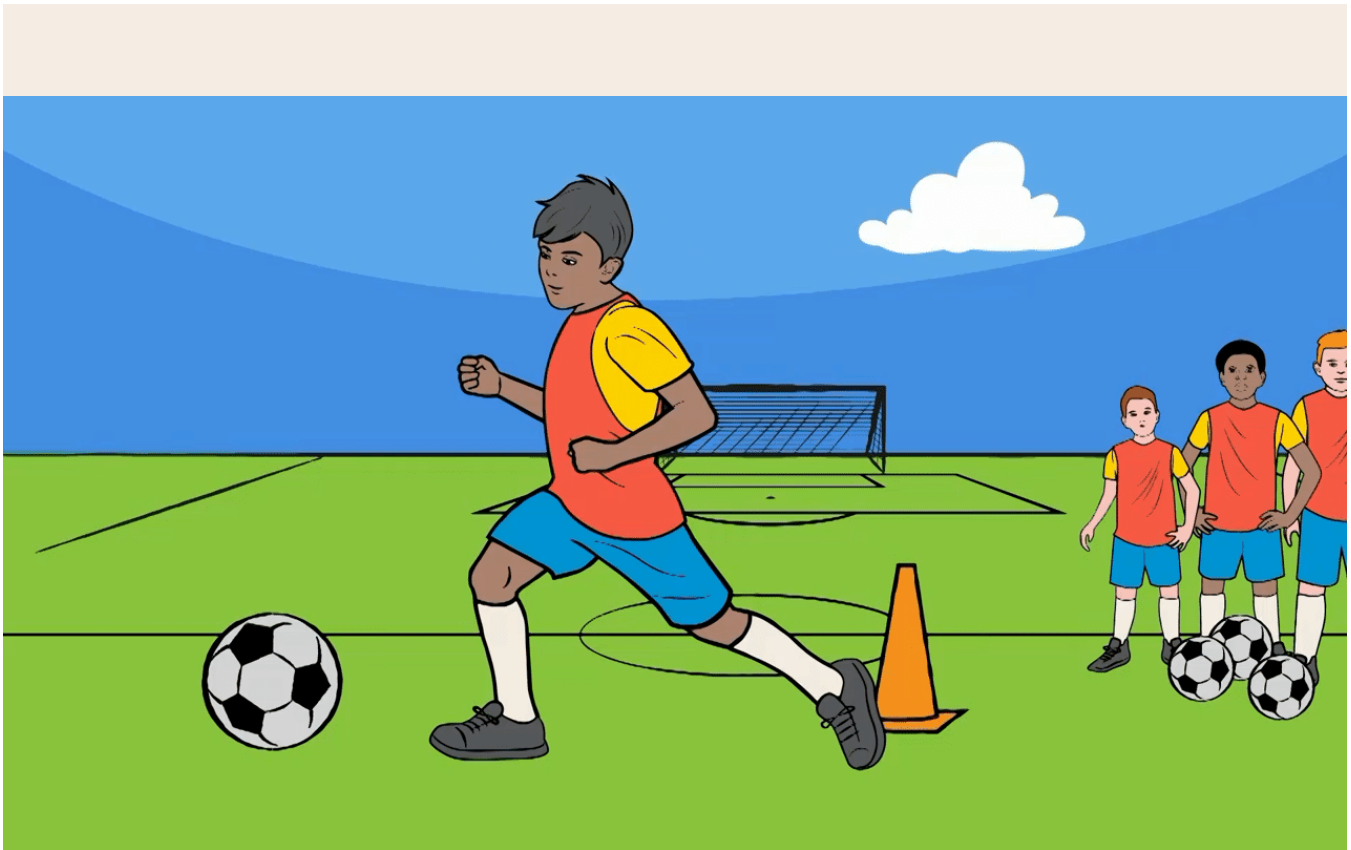
# What does safeguarding mean in practice?

---



**Has Philip been harmed or abused?**

Think about this question for a moment while watching the video again.



A transcript of this video is available below.



**Grassroots football – Philip’s case study.pdf**

33.2 KB

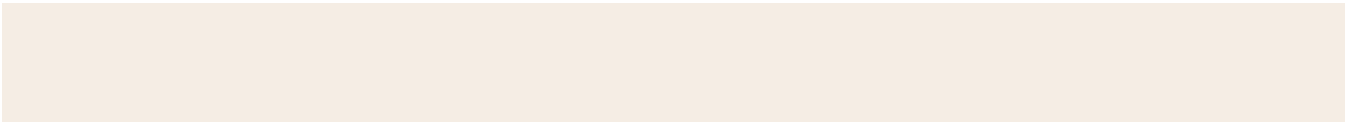


**Has Philip been harmed or abused?**



- **Yes, Philip has been harmed and abused**



- Both 'aggressive language' and being hit can cause physical and emotional harm



The appointment, training and management of Philip's coach, even if he is a volunteer, should be in line with clear safeguarding standards. For more information, see the **FIFA Guardians Child Safeguarding Toolkit** below.

 **Child safeguarding toolkit for member associations.pdf**   
1.1 MB

Later in the course we'll look at the importance of agreed behaviours in preventing and addressing poor practice.



## What is safeguarding about?

---

Safeguarding is about the things we can do to **prevent** Philip's coach behaving like he does, and the way we **respond** if we find out a player like Philip is at risk of harm.

Next, we'll move on to consider 'what does safeguarding include?'

# What does safeguarding include?

---



Safeguarding includes much more than just addressing poor coaching practice.

## Which of these fall under safeguarding?

Look at the 12 statements below and tick all those that apply to safeguarding.

---

- Proper recruitment processes are used when employing people to work with children.
- Ensuring all staff and volunteers agree to clear codes of conduct and ethical standards.
- Making sure equipment and facilities are safe to use, in line with local health and safety guidelines.
- Having medical or allergy information for children when you take them away on trips.
- Providing safe transport and accommodation arrangements when travelling.
- Having rules about which kit to wear for home and for away matches.
- Making sure you have enough adults to supervise children.
- Ensuring safeguarding requirements are included in all contracts with local service providers.

Not training in extreme weather conditions.

Having clear rules about the use of social media and communicating with children.

Having clear rules on the safe use of changing rooms and showering facilities.

Having a requirement for players to do three media events per year.

SUBMIT





## **Did you notice that general health and safety policies are also part of safeguarding?**

---

This is because, if we do not follow general health and safety policies, children's wellbeing is put at risk.

We've now seen how broad our safeguarding responsibility is. You're doing well and we're now halfway through the first part of the course.

Next, we'll think about why there is a call for safeguarding action in football now.

# Why is safeguarding in football important?

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There is a saying about 'the tip of the iceberg' only showing a small part of what is underneath the water.

Is this true for abuse and harm in football, and sport more broadly?

As the world's most popular sport, football is an important part of daily life for many people. However, there are unfortunately many examples of where people have suffered abuse in football.

Let's now look at three news headlines that are based on true events.

## Why is safeguarding important?

Using the arrows, read through these headline stories and complete the following activities.





## Are talented players more at risk of suffering abuse?

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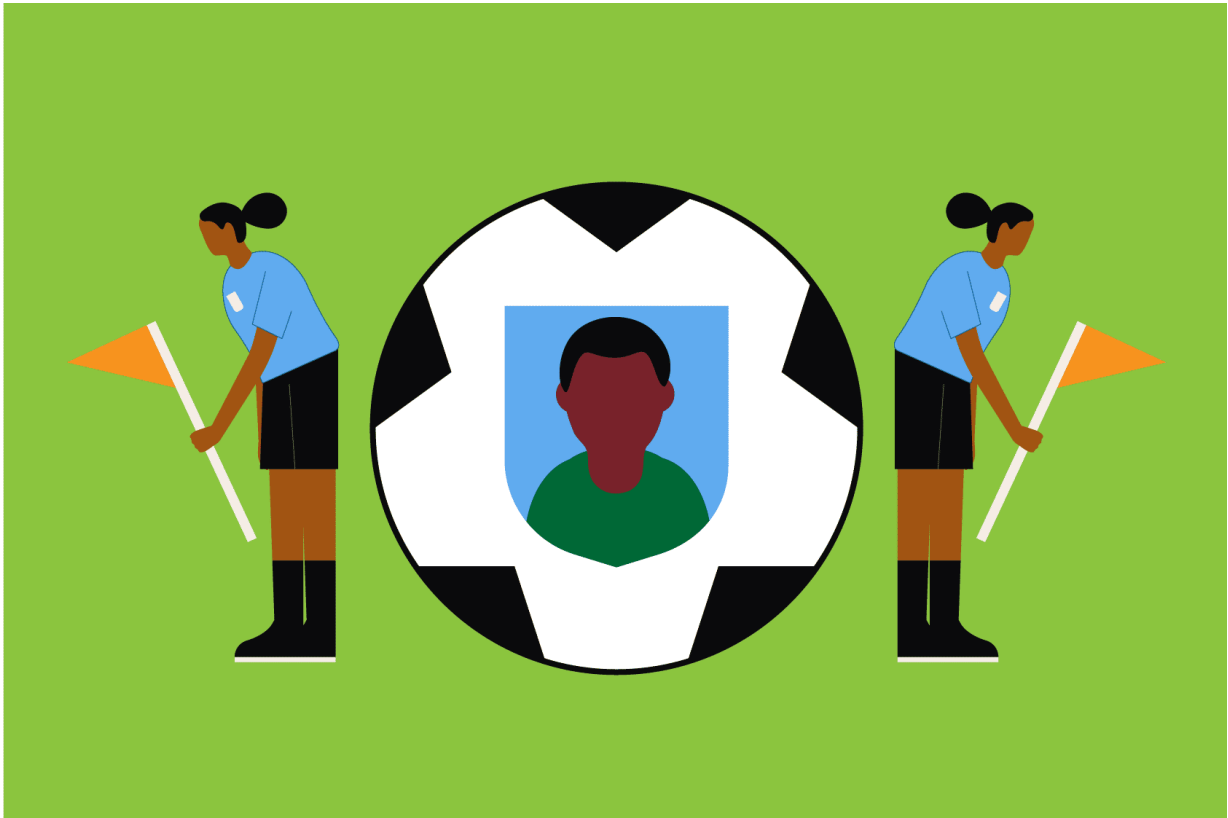
Research shows that sport is not free from the problem of abuse. It's also clear that the risk of abuse rises as a player progresses up the talent ladder and that children themselves can also cause harm to other children, especially bullying, but also peer-to-peer sexual harassment and abuse.

This suggests that what we see in the news is only 'the tip of an iceberg'.

The failure to safeguard not only hurts individuals, but it can also undermine the growth of the game and its integrity. We all need to think about how to put safeguarding at the centre of what we do in football.

# Can we identify risks before something bad happens?

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**Is identifying different risks key to safeguarding?**

An important part of safeguarding is to identify risks before they happen. Once you know the risks you can then plan how they can be prevented and managed.

## Living conditions at a youth academy

To explore identifying and preventing risks a little more, let's watch another video scenario.

While you watch the video, think about these two questions:

1

What three risks to the players at the youth academy can you identify?

2

How might these harm the players?



A transcript of this video is available below.



**Living conditions at a youth academy.pdf**

34 KB



## Discussion

You may have identified many types of risks and harm that could arise at the youth academy. Some of the risks include, but are not limited to:

**Limited education opportunities**



**Risk**

**Harm to educational development**

**Unsafe water and sanitation facilities**



**Risk**

**Harm to physical health and development**

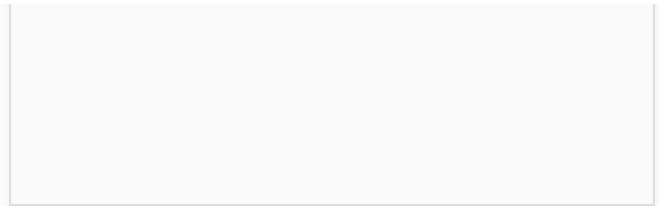
**Lack of adult supervision and poor sleeping arrangements**



**Risk**

**Harm to children's emotional and mental health**





These are all forms of what is called 'neglect' of the children in the academy.



## What comes next if I identify risks?

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Once the safeguarding risks have been identified, the next step is to plan how they can be prevented or managed.

The whole process is known as a safeguarding risk assessment. We will explore risk assessment in more detail later in the course.

Working through the first part of this course might have raised some concerns for you. If you have any concerns, report them straight away to your local sports safeguarding officer or to your local police and

child protection authority. This topic will be covered in more detail in the final part of the course.

Well done, you've almost completed the first part of this course.

# Closing thoughts and main messages

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Now, as we finish this first part of the course, you can see why safeguarding is needed and why we all need to act now.



## The four main messages to take away from this first part of the course

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1. Everyone has a right to play football in a safe environment, especially children.
2. Safeguarding is about taking proactive steps to prevent harm taking place and being ready to respond if we're concerned that harm may be happening.
3. Safeguarding is everyone's responsibility, and everyone should be supported to take action that is right for their role.
4. Identifying safeguarding risks helps protect everyone involved in football.

In the next part of the course we explore managing risks a little further.

We'll also discover how our approach to safeguarding is shaped by our life experiences. You may be surprised how this is such an important part of understanding safeguarding.

Now go to the second part of the course.

# Welcome to Part 2

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## What further areas of responsibility should I be aware of?

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This second part of the course covers three further areas of your safeguarding responsibility. These are:

- Preventing harm by managing risks.
- How your beliefs, values and life experiences influence your approach to safeguarding.
- The importance of having codes of conduct which everyone in your organisation follows.

Learning about these areas will help you understand safeguarding better and will make football safer for everyone.

Next, we'll look at managing risk.

# Managing risk

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In the first part of this course we identified three risks that were present in a youth academy. One of the identified risks was sleeping in overcrowded dormitories with minimal adult supervision.

Good safeguarding practice means assessing and managing this risk by making sure that every player has safe and clean living conditions.

But how can this be achieved?

## Managing the risk of neglect

As you click through each slide read the text about 'Action to manage risk' and 'Why it prevents harm'.

The text has a missing word(s).

Drag and drop the correct word(s) into the blank box.

There are 3 questions to be completed.



Preventing harm from abuse or neglect is a step-like process.





## What does the risk management process look like?

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Preventing harm from abuse or neglect is a step-like process, as illustrated in the diagram above.

This process seems very straightforward; however, it will be influenced by your experiences, beliefs and values.

This influence is explained further in the next section.

# How do beliefs and values influence your approach to safeguarding?

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How you perceive the seriousness of the risks you identify, and the steps you take to manage these risks, is influenced by what you believe in and value.



## Do you know the difference between your beliefs and values?

---

Let us check our understanding of what is meant by our beliefs and values.

**Beliefs** – these describe things that we hold to be either:

- 'right' or 'wrong'.
- 'true' or 'false'.

For example, if you think it is 'right' that playing football should be enjoyable – then this is a belief, it is something you believe to be 'true'.

**Values** – these are things that are important to you. 'Respecting other people' is a value. If you feel strongly about this, you will protect and attach more importance to it.

Let us look at how your beliefs and values are shaped by life experiences.

## Understanding your beliefs and values

Listed below are five statements describing different behaviours.

Place each of the behaviours into an order by dragging each one across to the opposite column. Place what you believe is the most serious behaviour at the top and the least serious at the bottom.

Taking paper from work for personal use at home	Most serious
Driving above the speed limit in bad weather	▼
Failing to report an incidence of serious domestic violence between your neighbours to the police	▼
Stealing clothes from a washing line	▼
Sharing illegal drugs with your friends	Least serious



## **Your previous life experiences, beliefs and values influence your approach to safeguarding**

---

We do not all share the same beliefs and values. Therefore, how we identify the seriousness of risks and the actions we take to manage them will be different.

This is why it is important to develop codes of conduct, because they provide a way of describing common standards of behaviour which everybody understands and agrees to.

We will examine codes of conduct in more detail next.

# Agreeing behaviours for everyone in football

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Because peoples' beliefs and values are different, a framework describing agreed standards of acceptable behaviour is needed.

Creating codes of conduct can achieve this and help your organisation to develop a good safeguarding culture, but what should these codes of conduct include?

## What should be included in a code of conduct?

Look at the 7 statements below and tick all the ones that should be included in a code of conduct.

---

Never engage in bullying behaviour. Challenge any form of bullying behaviour among children.

Communicate in a positive way with children that is right for their age.

Never humiliate children.

Never support rule violations.

Never hurt, or threaten to hurt, a player physically, sexually or emotionally.

Never exploit a player for personal and financial gain.

Provide opportunities for children to share in decisions which affect them.

SUBMIT

Creating codes of conduct for your organisation will make sure that risks can be better identified. For example, when you see behaviour that your code of conduct identifies as unacceptable, then action can be taken to stop this behaviour and hold people accountable.



## Who do codes of conduct apply to?

---

Everybody in your organisation should know, understand, and sign-up to your code of conduct.

Nobody, for any reason, is an exception.

In the next section we discover how a code of conduct could have helped prevent the players of a Women's Under-20 (U20) team being harmed by different forms of abuse.



# How can codes of conduct help prevent harm?

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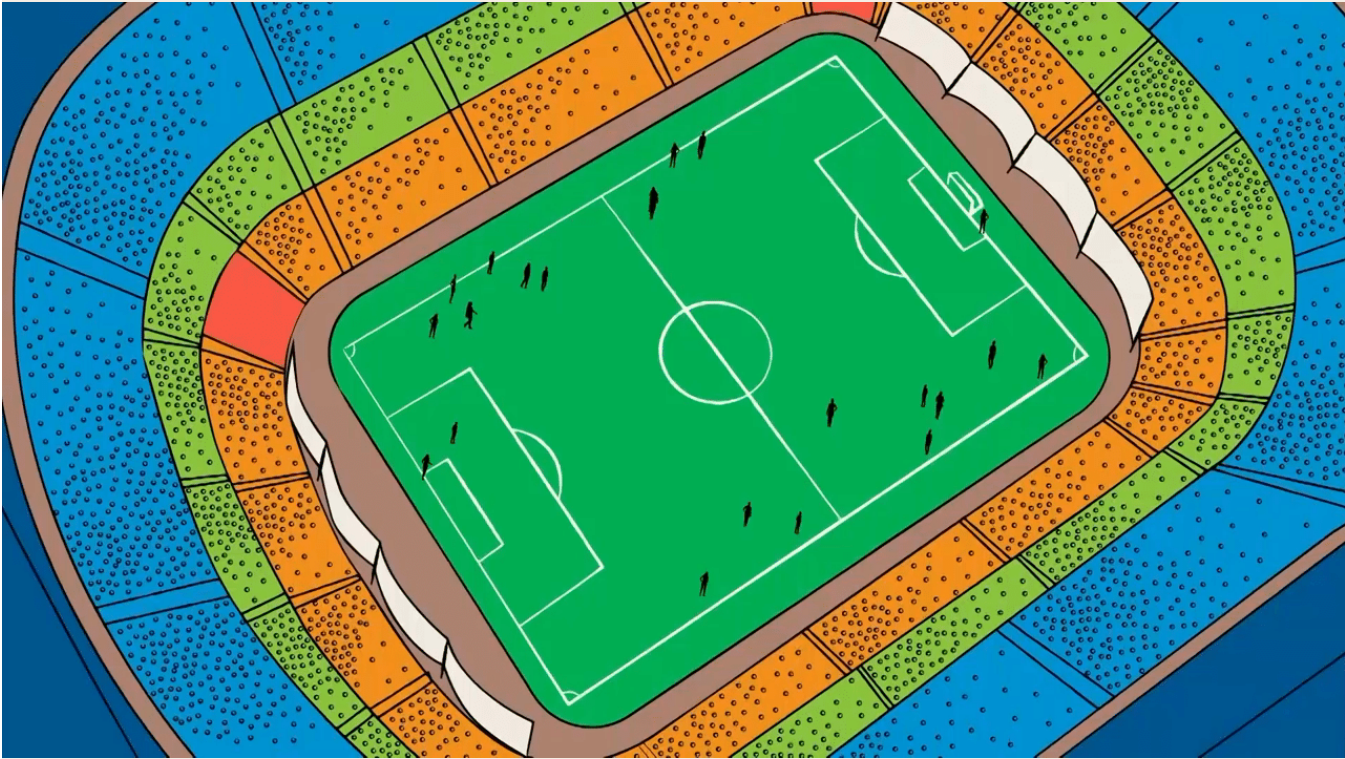


An organisation committed to high safeguarding standards can help protect everyone from harm.



The following example of an U20 Women's team shows what can happen without a clear code of conduct.

# Reducing the risk of harm through an effective code of conduct

Watch the video below and then answer the questions that follow.



A transcript of this video is available below.

 **Under-20 World Cup case study.pdf**  
45.1 KB 

Q1. In a sporting context, adults should avoid being alone with a child who is not their own child.

Choose the best reason for this statement from the two choices below:

---

- This limits the likelihood of other players on the team feeling left out.
- This limits the opportunity for adults to sexually abuse.

SUBMIT

Q2. Staff should never engage in sexual relationships with players.

Choose the best reason for this statement from the two choices below:

---

- It is never acceptable for any kind of sexual 'relationship' between staff and players as, even if a coach is the same age as a player, it is still an abuse of power and position of trust.



Having a sexual 'relationship' with a player can create problems in the future if the relationship breaks down and make it uncomfortable for everyone.

SUBMIT

Q3. Adults should speak to children respectfully and should not use sexualised language or humour.

Choose the best reason for this statement from the two choices below:



This prevents children learning bad words and using them against their coaches.



This sets a positive example and prevents behaviour that can make it easier for more serious abuse to happen.

SUBMIT

Q4. Sexual abuse and harassment are banned (in most countries it is a criminal offence).

Choose the best reason for this statement from the two choices below:

- 
- Banning sexual abuse and harassment makes it clear that football does not accept this behaviour in any form.
  
  - Banning sexual abuse and harassment will make sure adults do not get into trouble with the police and parents of children.

SUBMIT

Q5. Adults should not use their own social media accounts to communicate with children or make comments about a child.

Choose the best reason for this statement from the two choices below:

- 
- This prevents behaviour that could allow someone to have secret conversations with a child or make comments that harm a child's wellbeing.

Many children have social media accounts and use them a lot, so this prevents adults' social media accounts being filled up with comments from children.

SUBMIT

Q6. How could a code of conduct, with statements like those in Q1–Q5 above, have helped manage the risks associated with the U20 team at the tournament?

Tick which answer you consider to be correct from the two choices below. Tick both if you consider both to be correct.

A code of conduct could have helped prevent the behaviours that were rumoured to have occurred.

Everybody connected with the team would have known the difference between acceptable and unacceptable behaviour.

SUBMIT



## Where can I find examples of codes of conduct?

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Developing codes of conduct is an important part of your organisation's commitment to safeguarding and should be linked to a safeguarding policy.

Examples can be found in the FIFA Guardians™ Toolkit, where you will find a sample code of conduct for:

- Member Association staff and volunteers.
- Parents and carers.
- Children.



1.1 MB





# Codes of conduct: your summary

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**Codes of Conduct: What is their purpose?**

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Codes of conduct are more than just a list of acceptable and unacceptable behaviours.

They can:

- Make people accountable for their behaviour.
- Demonstrate your organisation's commitment to safeguarding.
- Provide a point of reference to clarify if some behaviours are acceptable or not.
- Define standards of good practice.

Taking time to develop codes of conduct for your organisation is a necessary investment in making football safer for everyone.

# Closing thoughts and main messages

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Congratulations, you are now two-thirds of the way through the course. By now you will realise that safeguarding is an important part of your role in football; it is not an optional extra.



## The three main messages to take away from this second part of the course

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1. Identifying and managing risks helps to protect everyone involved in football.
2. Your beliefs, values and life experiences influence how you approach safeguarding.
3. Following agreed behaviours helps you reduce risks and identify concerns.

The final part of the course covers the response you and your organisation should follow when you have a safeguarding concern. Something might not seem serious, but the session shows why and how you should respond every time you have a concern.

Now go to the final part of the course.

# Welcome to Part 3

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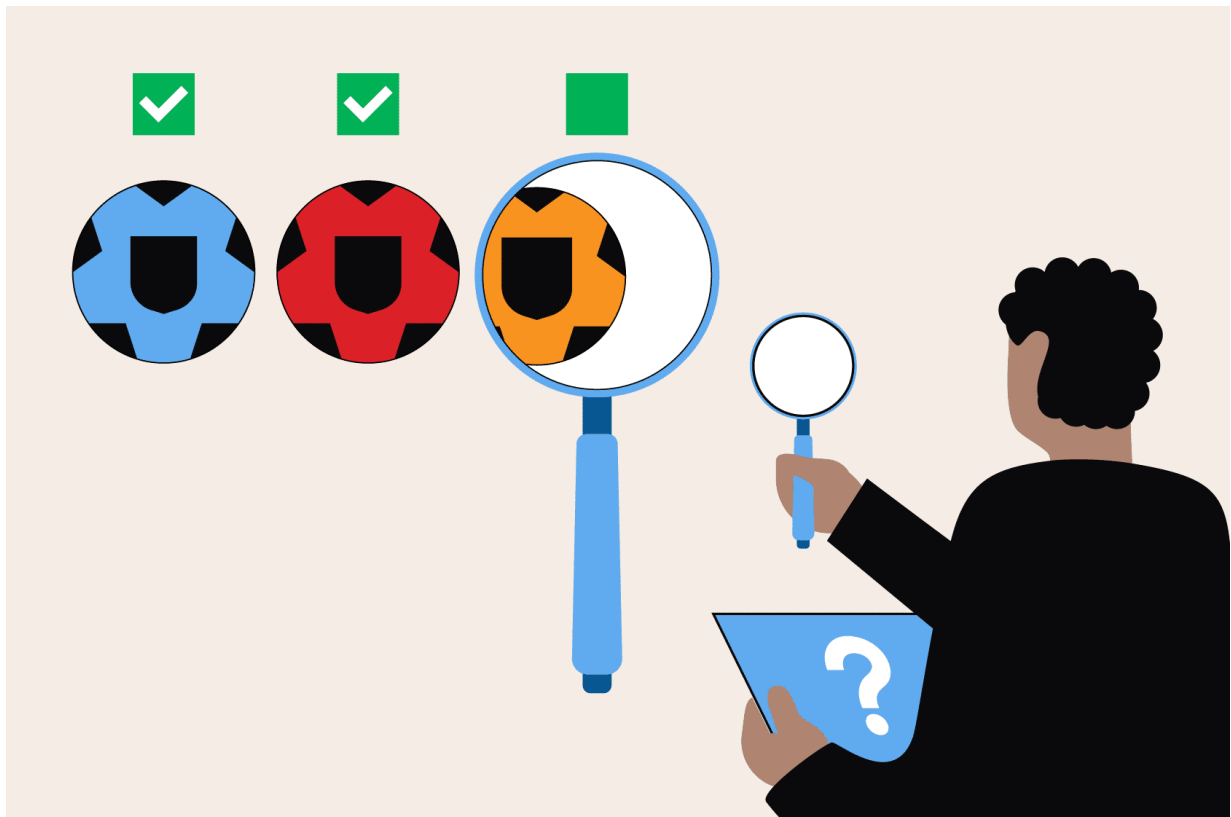


This final part of the course will help develop your knowledge about how you should respond to safeguarding concerns. As part of this session you will also see how both power and fear influence who speaks up about possible harm or abuse.

First though, you need to understand what is meant by 'safeguarding concerns', how you find out about them and how you report them.

# What is a safeguarding concern?

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Earlier in the course we discussed that safeguarding is about preventing any kind of harm or abuse from occurring. To do this it is important that we can recognise a safeguarding concern.



## 'A safeguarding concern': What does this mean?

A safeguarding concern is when you are worried about the safety or wellbeing of a child or adult because of something that is seen or heard, or information which has been given to you.

It means a worry which needs to be reported.

Think back to the first part of the course and the scenario about the youth academy living conditions.



These types of risks were identified:

- Limited education opportunities for the children increasing the risk of harm to their educational development.
- Unsafe water and sanitation facilities increasing the risk of harm to physical health.
- Lack of care and effective supervision as well as sub-standard sleeping conditions increasing the risk of harm to children's emotional and mental health.

Concerns may be about actual harm or abuse or they may be about situations that increase the risk of harm or abuse happening in the future.



# How do you find out about safeguarding concerns?

---

## Finding out about safeguarding concerns

As you click through each slide you'll be given a statement to read.

Decide which of these statements are common ways you may hear about safeguarding concerns.

There are 6 statements. Tick 'yes' or 'no' for each.





## Should every concern be responded to?

---

Notice how safeguarding concerns can come from a range of places.

An important principle to remember is that although safeguarding concerns will vary in seriousness, every concern should be responded to.

# Why are players not likely to speak out?

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## Young players not speaking out

Watch the following video scenario and think about this question:

What stops these players from speaking out?



A transcript of this video is available below.

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**Young players not speaking out.pdf**

31.8 KB



## Discussion

Fear and being worried are often the main reasons.

For example:

- Fear of threats and negative actions (reprisals) against them and their family.
- Fear of being dropped from the team.
- Being worried that they will get their coach into trouble.
- Fear that they will not be believed.
- Fear that other teammates would not believe what they say.

Many adults working in football are passionate, committed and responsible. Unfortunately, some may misuse their position of trust and power for personal gain.

It can be very difficult for players, especially children, to tell someone they are being abused and they will only tell people who they trust and feel safe with.

Sometimes during sexual abuse, abusers use 'rewards' like giving special attention, extra privileges, or gifts to certain players. This is part of a process called 'grooming'. The fear of losing these rewards is often very confusing for these players and can make it difficult for them to understand they are being abused or to tell someone about it.

It is important to note that many children who are abused do not speak out until they are adults or may not ever talk about their experiences. Experience of abuse as a child can have harmful long-term effects.



## How can I recognise a safeguarding concern?

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The least likely way you will find out about a child being abused is by a child telling you about it.

Therefore, it is your responsibility to be alert and recognise and report safeguarding concerns at the earliest opportunity.

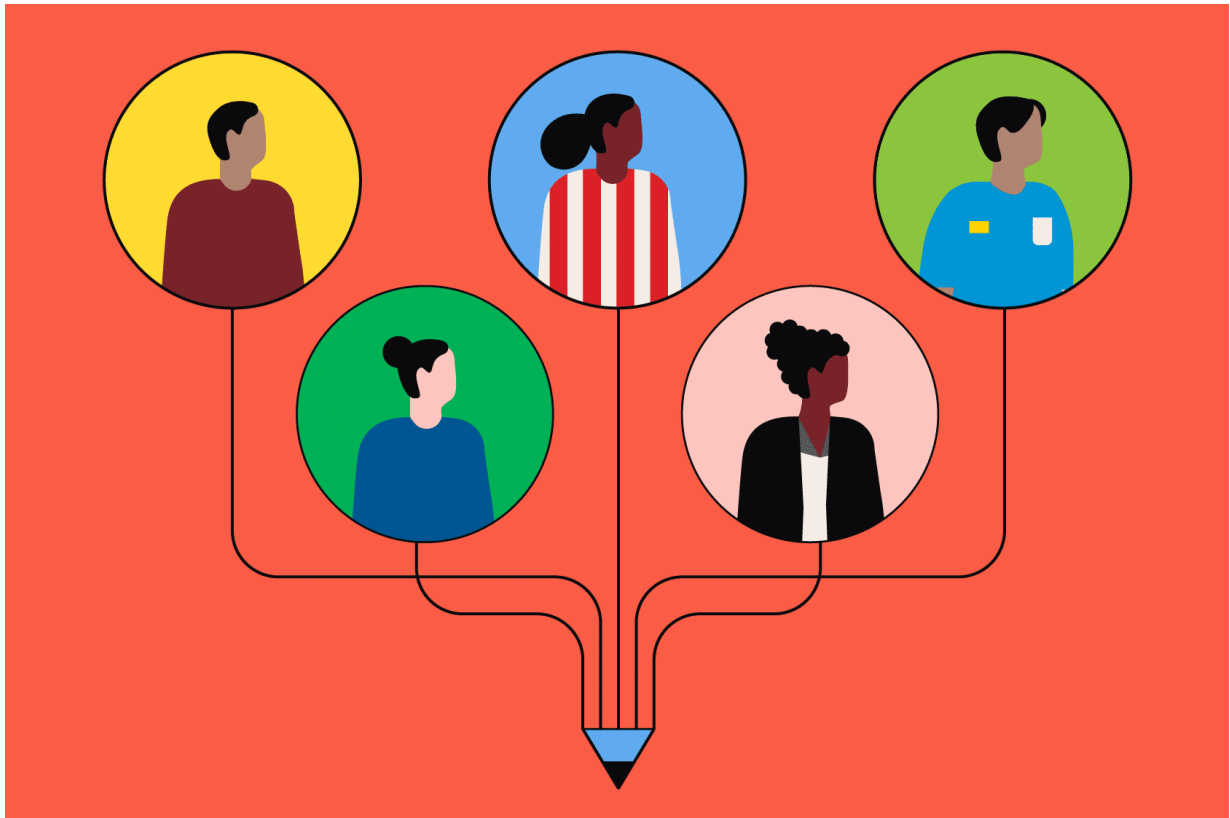
Some signs of the possibility of child abuse include when a child:

- appears to have suffered an injury that cannot be explained.
- seems upset without obvious reason.

- shows changes in behaviour that cannot be explained.
- shows unusual or fearful responses to certain people such as a coach, manager or team doctor.

# Adults and reporting

---



Adults also face difficulties in reporting safeguarding concerns about others. There are many reasons for this. Like children, adults may have fears such as:

- Fear that there will be negative consequences for them (e.g. loss of job).
- Fear that they will get a colleague into trouble.

- Fear that they will not be believed.

Fear keeps people silent and silence allows harm to continue. Adults may also fail to report concerns when they think it is someone else's responsibility. But as we know, safeguarding is everyone's responsibility, and everyone should be supported to take action that is right. You can play an important role and so you must speak up if you have a concern.



## What is 'poor practice'?

---

People often talk about 'less serious' safeguarding concerns as 'poor practice'. Poor practice is when people work in a way that falls short of expected standards as set out in a code of conduct.

The relationship between poor practice and abuse is an important one to understand.

The next section will help you think more about this.



# Poor practice or abuse?

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## How serious are these behaviours?

Read the following groups of statements labelled A, B and C.

On the sliding scale, 10 is extremely serious and 1 is not serious.

For each statement, move the sliding circular marker to the right if you believe the behaviour should be rated more seriously, or to the left if you believe it should be rated less seriously.

In each group of statements, consider whether the next statement presented in the list becomes more or less serious than the previous one.

As you complete the activity the feedback will ask what may happen if the least serious behaviour is not responded to.

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**A1** A coach shouts at the team once for a poor performance



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**A2** A coach shouts at the team after every match



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**A3** A coach shouts only at one particular player in front of the team using discriminatory language that humiliates them

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**P1** The team manager ignores local health and safety guidance and

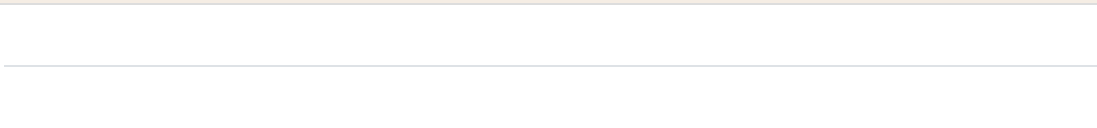
**B1** The team manager ignores local health and safety guidance c



**B2** The team manager regularly ignores health and safety guidan



**B3** The team manager deliberately makes children play in unsafe to prove his point



**C1** A child player meets a coach after training on their own



**C2** The coach sets up regular meetings with the child and tells th about it



**C3** The coach tells the child if they want to stay in the team, they

## Discussion

What's important here is that the behaviours may not seem that serious at the start, but we should be concerned and respond to all behaviours that are not in line with the code of conduct and not just those we believe are the most serious. Remember, addressing what may seem like 'lower-level' concerns and poor practice can help serious harm from happening.

Even with behaviour that might seem less serious, if it becomes 'the normal way we do things', it can create an environment where abuse is more likely to happen. This is because everyone's normal standards of behaviour are lowered.

Remember, a good safeguarding tool to help prevent poor practice from becoming normal practice is the code of conduct you looked at in the second part of the course. This tool helps everyone know what good practice looks like.



**Why should I respond to lower-level safeguarding issues?**

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Responding to lower-level safeguarding issues can help prevent more serious issues happening.

# How should you report concerns in your organisation?

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Every organisation should have a clear way for people to report concerns about poor practice or abuse.



## Why are internal reporting systems important?

---

As people become more aware of what safeguarding means in football, they will be more likely to raise safeguarding concerns, so internal reporting processes need to be ready for this.

Internal reporting processes must be linked to external expertise and the authorities (e.g. police and child protection agencies) in each country. Poor practice concerns can be handled internally by the relevant disciplinary or ethics procedures of your organisation.

However, if a possible crime has occurred, it **must** be reported to the authorities.

## What process should you follow?

Follow each pathway through the slides below. Think about who from your organisation should be part of your reporting process.

# RESPONDING TO SUSPECTED POOR PRACTICE AND/OR POSSIBLE ABUSE

If you have a concern about a child or concern about the behaviour of an individual towards a child, report it immediately or within 24 hours.



NEXT ►

## Discussion

If your organisation's process is unclear, or you don't have one in place yet, you should work with local experts such as social services, child protection organisations, the police and expert non-governmental organisations (NGOs) who can offer professional help to develop your system and make sure cases are properly investigated.





## Who is responsible for investigating allegations of abuse?

---

Responding to and investigating allegations of abuse are the responsibility of the authorities and trained professionals, such as the police and child protection agencies.

Any internal investigation should be done **after** an official investigation by the authorities is complete.

This flow chart is only a starting point for a reporting process in your organisation. For more detail see this part of the FIFA Guardians Child Safeguarding Toolkit below.



**Child safeguarding toolkit for member associations.pdf**

1.1 MB



# Closing thoughts and main messages

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Congratulations, you have almost finished the course.

As you complete this final part of the course, you can see how you need a shared understanding across your organisation about how to respond to safeguarding concerns.



## The four main messages to take away from this final part of the course

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1. Safeguarding concerns will vary in seriousness, but every concern should be responded to.
2. Responding to lower-level safeguarding issues can help prevent more serious issues happening.
3. As people become more aware of what safeguarding means in football, they will be more likely to raise safeguarding concerns, and internal reporting processes need to be ready for this.
4. Responding to and investigating allegations of abuse are the responsibility of the authorities and trained professionals such as the police and child protection agencies in each country.

If you have enrolled, to get your course certificate you need to have viewed each page of this course and you need to complete the end-of-course quiz.

# The next steps


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You have now almost completed the FIFA Guardians™ Safeguarding Essentials course. You just need to take the end-of-course quiz to achieve your digital badge.

By completing the quiz and course you have started to think about what safeguarding is and the difference it should make to our game. Yet it can be difficult to know where to start in putting all this information into practice.

The **FIFA Guardians™ Child Safeguarding Toolkit** below has lots of clear information and examples to help you and this is laid out in five simple steps.



**Child safeguarding toolkit for member associations.pdf**  
1.1 MB



# THE FIVE STEPS

## TOWARDS SAFEGUARDING CHILDREN IN FOOTBALL

**STEP**  
**01**

How are children involved in our game and what safeguards already exist?



**STEP**  
**02**

Set out and define your safeguarding policy



**STEP**  
**03**

Develop procedures and guidelines



**STEP**  
**04**

Communication and education



**STEP**  
**05**

How will you monitor, evaluate and review your policies, procedures and guidelines?



The toolkit also includes templates and resources to help you. But two important final messages are:

- Safeguarding is everyone's responsibility, so think about who else needs to be involved in this so that the actions are shared.
- Getting safeguarding right in your organisation will take time, so set yourself realistic timescales.



## Remember

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- Take the end-of-course quiz to achieve your digital badge.
- If you would like to be considered as a supported FIFA-Learner and eligible for the additional 72 hours of learning, webinars and workshops (over 2 years) that contributes to the *FIFA Guardians™ Safeguarding in Sport Diploma*, then email [FIFAGuardians.Safeguarding@open.ac.uk](mailto:FIFAGuardians.Safeguarding@open.ac.uk).

Look out for the next FIFA online course to support this programme, which will be launched in 2021.

# End-of-course quiz

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## A great way to check your understanding of this course

This end-of-course quiz contains 12 questions and the pass mark required is 70% and above to obtain the digital badge. If you don't pass the quiz at the first attempt you will be allowed a second and third



attempt. You can review the answers you gave and which were correct/incorrect after each attempt has been completed.

Now go to the [Quiz](#).

## 2. Chapter II: support materials

The inclusion of support materials together with the Study Materials is with the objective of helping Candidates better understand the relevant FIFA regulations that form the basis of the Exam, and as such they are not obligatory to study for the Exam. However, some support materials, such as FIFA circulars, may represent a very important tool for answering certain types of questions in the Exam.

The following support materials have been included in this section:

- (i) FIFA circulars:
  - a. FIFA circular no. 1805: Regulations on the Status and Transfer of Players – categorisation of clubs and registration periods
  - b. FIFA circular no. 1827: FIFA Football Agent Regulations (2022 edition)
- (ii) Other materials:
  - a. FIFA Football Agent FAQs (March 2023 edition)
  - b. FIFA Football Agent Exam Rules (May 2023 edition)

Finally, the Exam Rules have been included as a practical consideration should they need to be consulted during the Exam Session.

## TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1805

Zurich, 8 July 2022

SG/emo/gra

### Regulations on the Status and Transfer of Players – categorisation of clubs and registration periods

Dear Sir or Madam,

As in previous years, we kindly refer you to those articles of the Regulations on the Status and Transfer of Players (**the Regulations**) that address training compensation, classifying clubs into categories and registration periods.

As you are aware, the use of the Transfer Matching System (**TMS**) is mandatory for all associations. The registration periods and categorisation of clubs established by your association must be recorded in TMS. Associations must also maintain accurate data of their affiliated clubs (including club categorisation) in their national registration system (**NRS**).

#### 1. Training compensation: categorisation of clubs

Each affiliated club that exists in TMS must be classified by the relevant association into different categories in TMS by **31 July 2022**, based on the club's financial investment in training players (cf. art. 4 par. 1 of Annexe 4 to the Regulations).

Furthermore, it is important that each association maintain accurate data (both current and historical), including information related to the categorisation of all its affiliated clubs, in its respective NRS. In view of the Clearing House project (due to go live later this year) and the creation of the Electronic Player Passport, each association will be required to send registration details (via the FIFA Connect interface) covering the entire period for which the player was registered with the association. These registration details must include the categorisation of the affiliated club(s) for which the player played.

Each association must therefore also ensure that every affiliated club's training categorisation is accurately reflected in its NRS by **31 July 2022**.

The category specified shall **be valid for the entirety of the relevant season**. Associations are not permitted to amend the category of a club during a season.

The enclosed table shows the categories available to each association to categorise its affiliated clubs, and the applicable training costs (cf. art. 4 par. 2 of Annexe 4 to the Regulations).

If an association does not categorise its affiliated clubs by the established deadline, it may be subject to compliance proceedings. We refer you to the administrative sanction procedure (**ASP**) outlined in FIFA circular no. [1478](#) of 6 March 2015.

## 2. Setting registration periods

### Professional competitions

Each association must set the two **registration periods** for the next calendar year (i.e. 1 January 2023 to 31 December 2023), in accordance with art. 6 pars 1 and 2 of the Regulations, in TMS **by 31 July 2022**.

In the event that an association's current season finishes after that date, it must set the two registration periods immediately following the last day of the current season (cf. FIFA circulars no. [1743](#) of 14 December 2020 and no. [1752](#) of 26 March 2021).

Associations may set different registration periods for their competitions for males and females (cf. FIFA circular no. [1601](#) of 31 October 2017).

Pursuant to art. 6 par. 2 in conjunction with Annexe 3 to the Regulations, the start and end dates of both registration periods and of the season must be communicated to FIFA via TMS **at least 12 months before they come into force**.

Regarding the timing of registration periods, please note that:

- the first registration period may not exceed **12 weeks**;
- the second registration period shall normally occur in the middle of the season and may not exceed **four weeks**;
- when fixing registration periods, each association must pay particular attention to their end date. If the end date of a registration period is a holiday or non-business day in the country or territory of the association's domicile, it will not be possible to extend it to the next business day if this would result in the association exceeding the relevant maximum duration; and
- if an association does not set the registration periods for competitions played by a particular gender, the registration periods established for the other gender will not automatically apply. **The association will not be able to register players where no registration period has been defined.**

**If an association does not set its registration periods in TMS by 31 July 2022, FIFA may set the dates itself (cf. art. 6 par. 2 of the Regulations).** Failure to set registration periods may also result in an ASP.

It is the sole responsibility of each association to ensure that accurate registration periods are properly entered in TMS. Only the dates included in TMS will be recognised by FIFA, irrespective of any communication made outside the system. Where a registration period has not yet started, and in exceptional circumstances, it is possible to change its dates. Once a registration period has started, it is not possible to change its dates.

### Amateur competitions

Each association must set the **registration periods** for the next calendar year (i.e. 1 January 2023 to 31 December 2023), in accordance with art. 6 par. 4 of the Regulations, in TMS **by 31 July 2022**.

Please note that:

- The provisions related to the maximum duration of registration periods do not apply to purely amateur competitions. Therefore, associations may decide to set a single registration period covering the entire season for purely amateur competitions.
- If an association fails to set registration periods for competitions in which only amateur players participate, it will not be possible to register players for clubs participating in those competitions. The registration periods for professional competitions do not apply to competitions in which only amateur players participate.

Please do not hesitate to contact the Players' Status Department at [psdfifa@fifa.org](mailto:psdfifa@fifa.org) if you have any questions in connection with any of the above.

We thank you for your valuable collaboration.

Yours faithfully,

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



Fatma Samoura  
Secretary General

Encl. as mentioned

cc:

- FIFA Council
- Confederations
- Football Stakeholders Committee
- Football Tribunal
- ECA
- FIFPRO
- World Leagues Forum

**FIFA<sup>®</sup>**

# Training costs and categorisation of clubs for the year 2022



## Training costs and categorisation of clubs for the year 2022

The training costs listed below are established on a confederation basis for each club category. In accordance with art. 4 of Annexe 4 to the Regulations for the Status and Transfer of Players, these training costs are updated at the end of every calendar year.

Confederation	Category I	Category II	Category III	Category IV
AFC		USD 40,000	USD 10,000	USD 2,000
CAF		USD 30,000	USD 10,000	USD 2,000
Concacaf		USD 40,000	USD 10,000	USD 2,000
CONMEBOL	USD 50,000	USD 30,000	USD 10,000	USD 2,000
OFC		USD 30,000	USD 10,000	USD 2,000
UEFA	EUR 90,000	EUR 60,000	EUR 30,000	EUR 10,000

Please find below a table for each confederation, setting out the categories in which each association is asked to classify its clubs.

### Index

Table 1 – AFC

Table 2 – CAF

Table 3 – Concacaf

Table 4 – CONMEBOL

Table 5 – OFC

Table 6 – UEFA

TABLE 1 – AFC

Member association	Category I	Category II	Category III	Category IV
Afghanistan				X
Australia		X	X	X
Bahrain				X
Bangladesh				X
Bhutan				X
Brunei Darussalam				X
Cambodia				X
China PR			X	X
Chinese Taipei				X
Guam				X
Hong Kong				X
India				X
Indonesia				X
IR Iran		X	X	X
Iraq			X	X
Japan		X	X	X
Jordan				X
Korea DPR				X
Korea Republic		X	X	X
Kuwait			X	X
Kyrgyz Republic				X
Laos				X
Lebanon			X	X
Macau				X
Malaysia			X	X
Maldives				X
Mongolia				X
Myanmar				X
Nepal				X



Member association	Category I	Category II	Category III	Category IV
Oman				X
Pakistan				X
Palestine				X
Philippines				X
Qatar			X	X
Saudi Arabia			X	X
Singapore			X	X
Sri Lanka				X
Syria				X
Tajikistan				X
Thailand				X
Timor-Leste				X
Turkmenistan				X
United Arab Emirates			X	X
Uzbekistan				X
Vietnam				X
Yemen				X

TABLE 2 – CAF

Member association	Category I	Category II	Category III	Category IV
Algeria		X	X	X
Angola				X
Benin				X
Botswana				X
Burkina Faso				X
Burundi			X	X
Cabo Verde				X
Cameroon		X	X	X
Central African Republic				X
Chad				X
Comoros				X
Congo				X
Congo DR				X
Côte d'Ivoire		X	X	X
Djibouti				X
Egypt		X	X	X
Equatorial Guinea				X
Eritrea				X
Eswatini				X
Ethiopia				X
Gabon				X
Gambia			X	X
Ghana		X	X	X
Guinea				X
Guinea-Bissau				X
Kenya				X
Lesotho				X
Liberia				X
Libya			X	X
Madagascar				X
Malawi				X

Member association	Category I	Category II	Category III	Category IV
Mali			X	X
Mauritania				X
Mauritius				X
Morocco		X	X	X
Mozambique				X
Namibia				X
Niger				X
Nigeria		X	X	X
Rwanda			X	X
São Tomé and Príncipe				X
Senegal		X	X	X
Seychelles				X
Sierra Leone				X
Somalia				X
South Africa		X	X	X
South Sudan				X
Sudan			X	X
Tanzania				X
Togo			X	X
Tunisia		X	X	X
Uganda				X
Zambia				X
Zimbabwe				X

TABLE 3 – Concacaf

Member association	Category I	Category II	Category III	Category IV
Anguilla				X
Antigua and Barbuda				X
Aruba				X
Bahamas				X
Barbados				X
Belize				X
Bermuda				X
British Virgin Islands				X
Canada			X	X
Cayman Islands				X
Costa Rica		X	X	X
Cuba				X
Curaçao				X
Dominica				X
Dominican Republic				X
El Salvador			X	X
Grenada				X
Guatemala		X	X	X
Guyana				X
Haiti				X
Honduras			X	X
Jamaica			X	X
Mexico		X	X	X
Montserrat				X
Nicaragua				X
Panama				X
Puerto Rico				X
St Kitts and Nevis				X
St Lucia				X
St Vincent and the Grenadines				X
Suriname				X
Trinidad and Tobago			X	X
Turks and Caicos Islands				X
USA		X	X	X
US Virgin Islands				X

TABLE 4 – CONMEBOL

Member association	Category I	Category II	Category III	Category IV
Argentina	X	X	X	X
Bolivia			X	X
Brazil	X	X	X	X
Chile		X	X	X
Colombia			X	X
Ecuador			X	X
Paraguay			X	X
Peru			X	X
Uruguay		X	X	X
Venezuela			X	X

TABLE 5 – OFC

Member association	Category I	Category II	Category III	Category IV
American Samoa				X
Cook Islands				X
Fiji				X
New Caledonia				X
New Zealand			X	X
Papua New Guinea				X
Samoa				X
Solomon Islands				X
Tahiti				X
Tonga				X
Vanuatu				X

TABLE 6 – UEFA

Member association	Category I	Category II	Category III	Category IV
Albania			X	X
Andorra				X
Armenia			X	X
Austria		X	X	X
Azerbaijan			X	X
Belarus			X	X
Belgium	X	X	X	X
Bosnia and Herzegovina			X	X
Bulgaria			X	X
Croatia			X	X
Cyprus			X	X
Czech Republic			X	X
Denmark		X	X	X
England	X	X	X	X
Estonia			X	X
Faroe Islands				X
Finland			X	X
France	X	X	X	X
Georgia			X	X
Germany	X	X	X	X
Gibraltar				X
Greece		X	X	X
Hungary		X	X	X
Iceland			X	X
Republic of Ireland		X	X	X
Israel			X	X
Italy	X	X	X	X
Kazakhstan			X	X
Kosovo			X	X
Latvia			X	X

Member association	Category I	Category II	Category III	Category IV
Liechtenstein				X
Lithuania			X	X
Luxembourg			X	X
Malta			X	X
Moldova			X	X
Montenegro				X
Netherlands	X	X	X	X
North Macedonia			X	X
Northern Ireland			X	X
Norway		X	X	X
Poland			X	X
Portugal		X	X	X
Romania			X	X
Russia		X	X	X
San Marino				X
Scotland		X	X	X
Serbia			X	X
Slovakia			X	X
Slovenia			X	X
Spain	X	X	X	X
Sweden		X	X	X
Switzerland		X	X	X
Türkiye		X	X	X
Ukraine		X	X	X
Wales			X	X

## **TO THE MEMBER ASSOCIATIONS OF FIFA**

Circular no. 1827

Zurich, 6 January 2023

### **FIFA Football Agent Regulations (2022 edition)**

Dear Sir or Madam,

We are pleased to inform you that the FIFA Council approved the FIFA Football Agent Regulations (hereinafter the “FFAR”) at its meeting on 16 December 2022.

In Making Football Truly Global: The Vision 2020-2023, FIFA identifies “modernising the football regulatory framework” as the first of its core strategic goals. The regulation of the occupation of football agents within the context of the football transfer system is a core element of that strategic goal.

The objectives behind the FFAR are to ensure that football agents’ conduct is consistent with the core objectives of the football transfer system, particularly the integrity of football as a whole, and to guarantee minimum professional and ethical standards for the occupation of football agent.

The FFAR were adopted following a comprehensive, genuine, and inclusive consultation process where over 300 proposals regarding the FFAR were considered and analysed over the last four years.

FIFA’s consultation and reform process regarding the FFAR as a whole was and is publicly accompanied and supported by various institutions and bodies. FIFA’s proposed football agent framework is in line with the European Parliament report on EU sports policy and the Council of Europe report on football governance, which have recently recognised and supported FIFA’s efforts to modernise the current transfer system, and particularly the new FFAR.

Following the entry into force of the FFAR, which govern the occupation of football agents within the international transfer system and apply to all representation agreements with an international dimension, the FIFA Regulations on Working with Intermediaries are immediately repealed.

In summary, the FFAR provide FIFA, together with its member associations and stakeholders, with a balanced and reasonable legal instrument to protect the integrity of football and the proper functioning of the football transfer system.



You will find enclosed with this circular the following:

- FFAR (2022 edition)
- Enclosure 1: Explanatory notes on the FIFA Football Agent Regulations
- Enclosure 2: Information concerning the application of the FIFA Football Agent Regulations

Furthermore, informative videos and the relevant FAQ section are already available on [legal.fifa.com](https://legal.fifa.com).

Please do not hesitate to contact us at [AgentsDepartment@fifa.org](mailto:AgentsDepartment@fifa.org) should you have any questions in this regard.

We thank you for your attention and for ensuring that you and your affiliated clubs and relevant stakeholders are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



Fatma Samoura  
Secretary General

Enclosures: as mentioned

- Cc:
- FIFA Council
  - Confederations
  - ECA
  - FIFPRO
  - World Leagues Forum
  - Agents' associations



## **Enclosure 1**

### **Explanatory notes on the FIFA Football Agent Regulations**

**Football agent, football agent services, representation agreements, representation/remuneration limitations, enforcement and disputes**

**January 2023**

# 1. Introduction

This document aims to provide additional and relevant guidance to FIFA member associations and their stakeholders in relation to the main concepts in the new FIFA Football Agent Regulations (hereinafter the “FFAR”). Please consult the FFAR for the definitions of the terms used in this document.

## 2. What is a football agent?

A football agent is defined as a natural person licensed by FIFA to perform football agent services on behalf of a client with the purpose of concluding a transaction. Such a person may represent players, coaches, clubs, single-entity leagues and member associations (hereinafter “Clients”).

A transaction is:

- i. the employment, registration or deregistration of a player with a club or a single-entity league;
- ii. the employment of a coach with a club, single-entity league or a member association;
- iii. the transfer of the registration of a player from one club to another; or
- iv. the creation, termination or variation of an individual’s terms of employment.

Only individuals licensed by FIFA as football agents are permitted to provide football agent services to Clients.

## 3. What are football agent services?

Football agent services are defined as football-related services performed for or on behalf of a Client, including any negotiation, communication relating or preparatory to the same, or other related activity with the purpose, objective and/or intention of concluding a transaction.

## 4. How may a football agent perform football agent services for a Client?

A football agent may only perform football agent services for a Client after entering into a written “**representation agreement**” with that Client.

A representation agreement is “a written agreement [between a football agent and their Client] for the purpose of establishing a legal relationship to provide football agent services” (cf. Definitions in the FFAR) and must comply with the minimum requirements established in article 12 of the FFAR.

A representation agreement will only be valid if it is concluded in writing and if it contains the following minimum requirements:

- i. The names of the parties
- ii. The duration (if applicable)
- iii. The amount of service fee due to the football agent
- iv. The nature of the football agent services to be provided
- v. The parties’ signatures

FIFA will provide interested parties with a template of a recommended standard representation agreement.

## **5. Do the FFAR restrict the length of the representation agreement?**

The period of validity of a representation agreement concluded between a player or a coach, as a Client, on one side, and a football agent, on the other, may not exceed two years. This term may be extended by a new representation agreement only. Any automatic renewal clause, or any other provision that purports to extend any term of the representation agreement beyond the maximum period, will be null and void.

In addition, a football agent may only execute one representation agreement with the same player or coach at any one time. Before entering into a representation agreement with a player or a coach, or before amending an existing representation agreement, the football agent must:

- i. inform the player or coach in writing that they should consider taking independent legal advice in relation to the representation agreement; and
- ii. obtain the player’s or coach’s written confirmation that they have either obtained or decided not to take such legal advice.

There is no maximum duration for representation agreements concluded between a club, member association or single-entity league as a Client, on one side, and a football agent, on the other. A football agent may enter into multiple representation agreements with such Clients at any one time, subject to those agreements relating to different transactions.

## 6. Who pays for the football agent services?

The client-pays model is introduced by the FFAR. This means that, as a general rule, a football agent will be paid directly by their Client(s) for providing football agent services to them.

However, a club, member association or single-entity league may agree with a player or coach to pay the agreed service fee to a football agent in accordance with the representation agreement, provided that the player's or coach's negotiated annual remuneration (excluding any conditional payments) is less than USD 200,000 (or equivalent) and where certain other conditions are met.

A football agent may receive a service fee only if the fee corresponds to the services stipulated in advance in a representation agreement, and the representation agreement is in force at the time of the relevant football agent services being performed.

## 7. Are there any limitations on the football agent's service fee?

Since the main objective of the FFAR is to protect the integrity of football and the proper functioning of the transfer system, a maximum service fee (hereinafter the "**Service Fee Cap**") is being introduced.

In that regard, the following Service Fee Cap applies based on the nature of the Client (cf. art. 15 of the FFAR):

Client	Service Fee Cap	
	<i>Individual's annual remuneration less than or equal to USD 200,000 (or equivalent)</i>	<i>Individual's annual remuneration above USD 200,000 (or equivalent)</i>
Individual	5% of the individual's remuneration	3% of the individual's remuneration
Engaging entity	5% of the individual's remuneration	3% of the individual's remuneration
Engaging entity and individual (permitted dual representation)	10% of the individual's remuneration	6% of the individual's remuneration
Releasing entity (transfer compensation)	10% of the transfer compensation	

## 8. How many Clients can a football agent represent in a single transaction?

One of the main objectives of the FFAR includes “limiting conflicts of interest to protect Clients from unethical conduct” (cf. art. 1 par. 2 c) of the FFAR). It is legitimate – and in fact necessary – for FIFA to limit conflicts of interest that give rise to integrity concerns, and indeed to prohibit unjustifiable conflicts of interest.

In that sense, the general principle is that a football agent may only perform football agent services on behalf of one party in a transaction, subject to the sole exception under which a football agent may perform football agent services and other services for an individual and an engaging entity in the same transaction, i.e. dual representation (cf. art. 12 par. 8 of the FFAR).

If a football agent wishes to provide football agent services through dual representation to both an engaging entity and an individual in the same transaction, they may only do so if both of their Clients have explicitly agreed to it in advance and in writing. In this case, the engaging entity may pay up to 50% of the total service fee due to the football agent.

This means that a football agent may not perform football agent services or other services in the same transaction for:

- i. a releasing entity and individual; or
- ii. a releasing entity and engaging entity; or
- iii. all parties of such transaction.

Other services are defined as “any services performed by a Football Agent for or on behalf of a Client other than Football Agent Services, including but not limited to, providing legal advice, financial planning, scouting, consultancy, management of image rights and negotiating commercial contracts” (cf. Definitions of the FFAR).

By way of illustration, if a football agent is performing football agent services or other services in a transaction for a releasing entity, they may not perform any of those services for any of the other parties to that transaction (engaging entity or individual).

## **9. Who has jurisdiction to resolve disputes between football agents and Clients?**

As an important step in ensuring that any disputes concerning the football agent services are resolved fairly and equally for all participants in the transfer system, FIFA dispute resolution systems are being reintroduced under the FFAR for disputes arising out of, or in connection with, a representation agreement with an international dimension. In other words, FIFA will have jurisdiction to resolve disputes between football agents and Clients in relation to representation agreements with an international dimension.

A representation agreement will have an international dimension whenever:

- i. it governs football agent services related to a specified transaction in connection with an international transfer (or a move of a coach to a club affiliated to a different member association than their previous employer or the move of a coach to another member association than their previous employer); or
- ii. it governs football agent services related to more than one specified transaction, one of which is connected to an international transfer (or a move of a coach to a club affiliated to a different member association than their previous employer or the move of a coach to another member association than their previous employer).

The procedural costs for such disputes involving football agents and Clients will be free of charge before the Agents Chamber of the Football Tribunal.

Furthermore, please note that the Agents Chamber of the Football Tribunal will deal with any disputes as from 1 October 2023 and regarding representation agreements entered into by a football agent and Clients on or after the said date.

The decision-making body identified in the national football agent regulations of the relevant member association has jurisdiction to determine disputes arising out of, or in connection with, a representation agreement with no international dimension.

## 10. Who has competence to enforce further provisions of the FFAR?

In addition to the jurisdiction to resolve contractual disputes, FIFA will also have competence to enforce further provisions of the FFAR, regardless of the existence of a contractual dispute. This competence will notably concern the possible imposition of sanctions for behaviour in violation of the FFAR.

The competence to enforce such further provisions of the FFAR depends on the circumstances of each specific case and, in particular, on the nature of the conduct of the football agent and client. FIFA will generally have jurisdiction regarding:

- i. any conduct connected to a representation agreement with an international dimension (cf. art. 2 par. 2); and
- ii. any conduct connected to an international transfer or international transaction.

In other words, whereas the jurisdiction for contractual disputes generally depends on the existence of a representation agreement with an international dimension, the competence to enforce further provisions of the FFAR, notably to impose sanctions, is defined more broadly. It is triggered as soon as a specific case is connected to an international transfer or an international transaction.

On the other hand, the relevant member associations are responsible for enforcing their respective national football agent regulations and, as the case may be, imposing sanctions on any football agent or Client that violates such national football agent regulations.

This means that the relevant member association will have jurisdiction over:

- i. any conduct connected to a representation agreement without an international dimension (cf. art. 2 par. 3); or
- ii. any conduct connected to a national transfer or national transaction.

By way of illustration, if an agent acts in a purely national context, e.g. advises a player about signing their first employment contract with a club (not connected with an international transfer), this will fall within the remit of the respective national football agent regulations. Therefore, any breach of such regulations will fall within the competence of the concerned member association.

On the other hand, as soon as there is an international element (notably where a representation agreement has an international dimension and/or the conduct relates to an international transfer or international transaction), the FFAR will apply, and FIFA will have the competence to enforce the FFAR.



A table explaining which body has the competence to enforce the FFAR:

Conduct connected with	Competence
<p>Representation agreement with an international dimension</p> <p>International transfers or an international move of a coach</p> <p>Ongoing licensing requirements (Eligibility requirements, FIFA's continuing professional development requirements, annual fee payment)</p>	<p>FIFA</p>
<p>Representation agreement without an international dimension</p> <p>National transfers</p> <p>First professional contract (not connected with an international transfer)</p> <p>Renegotiation of an employment contract in a purely domestic context</p>	<p>Member association</p>

## 11. When will the FFAR enter into force?

The FFAR will enter into force as follows:

- i. On 9 January 2023: articles 1 to 10 and articles 22 to 27, which generally relate to the processes for obtaining a licence
- ii. On 1 October 2023: the remaining articles, which generally relate to acting as a football agent and the obligations of football agents and Clients.

This means that the provisions that regulate how to become a football agent, i.e. the licensing procedure, will enter into force on 9 January 2023, while the provisions regarding the activity of football agents will enter into force only on 1 October 2023. This is to allow sufficient time for interested individuals to become fully licensed as football agents in accordance with the FFAR.

As from 1 October 2023, any individual who provides football agent services to a Client must hold a licence issued by FIFA in accordance with the FFAR. This means that intermediaries in the context of the FIFA Regulations on Working with Intermediaries will not be able to perform football agent services for Clients as from 1 October 2023.

## 12. How will member associations introduce their own national football agent regulations?

Each member association must implement and enforce national football agent regulations by 30 September 2023 with the aim of regulating the activity of football agents at national level. These national football agent regulations will apply to all representation agreements that have no international dimension (cf. arts 2 and 3 of the FFAR).

FIFA will make the relevant templates for the national football agent regulations available on [www.fifa.com/legal](http://www.fifa.com/legal). These can be used by member associations and will provide assistance in resolving any outstanding questions. Most of the member associations have already assigned a contact person to the FIFA Agents Department to deal with the licensing and regulatory matters concerning the FFAR.

Following the approval of the national football agent legal framework by 30 September 2023, the member associations are instructed to provide a copy of their domestic regulations to FIFA in one of the official FIFA languages. Any amendment or change to the national football agent regulations must be reported to FIFA in the same manner within 30 days of their approval. Upon request, member associations must provide FIFA with a copy of their national football agent regulations for review.

## 13. What about existing representation agreements?

A representation agreement that is in force at the time the FFAR are approved will remain valid until its natural expiry and may not be extended.

Any new representation agreements or renewals of existing representation agreements concluded after the FFAR are approved must comply with the FFAR as from 1 October 2023. In other words, where necessary, contractual terms will have to be amended to be in compliance with the FFAR as per 1 October 2023, to avoid possible sanctions. For the avoidance of doubt, FIFA will not enforce any commission claim in excess of the applicable service fee cap (or any decision granting such a claim), if such claim has been triggered after 1 October 2023, even if it is based on a contract concluded between the approval of the FFAR and 30 September 2023 (inclusive).

In any event, any person who has entered into any such existing representation agreement must obtain a licence pursuant to the FFAR to continue providing football agent services as from 1 October 2023 (cf. art. 22 par. 3 of the FFAR). Otherwise, they may not provide football agent services after that date.

## 14. What is the Football Agent Working Group?

FIFA will establish a Football Agent Working Group composed of representatives of professional football stakeholders and agent organisations, which will act as a permanent consultative body in relation to any football agent-related matters.



## **Enclosure 2**

### **Information Concerning the Application of the FIFA Football Agent Regulations**

#### **Timeline, exams, licence, CPD and legacy agents**

**January 2023**

# 1. Introduction

Following the approval of the FIFA Football Agent Regulations (hereinafter the “FFAR”), this document is intended to provide further information and clarification concerning the application of the FFAR. Please consult the FFAR for the definitions of the terms used in this document.

## 2. Timeline

The following timeline applies immediately, upon approval of the FFAR:

Item	Date
FFAR partially enters into force (articles 1 to 10 and 22 to 27)	9 January 2023
FIFA Agent Platform goes live	9 January 2023
Licensing application window opens for the <u>first FIFA football agent exam</u>	9 January 2023
Last date to apply for the <u>first FIFA football agent exam</u>	15 March 2023
First FIFA football agent exam	19 April 2023
Licensing application window opens for the <u>second FIFA football agent exam</u>	1 May 2023
Last date to apply for the <u>second FIFA football agent exam</u>	31 July 2023
Second FIFA football agent exam	20 September 2023
Deadline for Legacy Football Agents to submit a request for a FIFA football agent licence	30 September 2023
Deadline for member associations to introduce national football agent regulations	30 September 2023
Last day on which intermediaries (under the FIFA Regulations on Working with Intermediaries) may perform football agent services without a FIFA football agent licence	30 September 2023
Remaining articles of the FFAR come into force	1 October 2023
Obligation to use FIFA licensed agents enters into force	1 October 2023
Deadline to apply for the third FIFA football agent exam	1 January 2024 to 31 March 2024
Third Football Agent Exam	May 2024 (to be confirmed)
Deadline to apply for the fourth FIFA football agent exam	1 July 2024 to 30 September 2024
Fourth Football Agent Exam	November 2024 (to be confirmed)
Payments to football agents via the FIFA Clearing House	To be confirmed
FIFA football agent exams in 2025 and beyond	To be confirmed

### 3. How do you obtain a football agent licence?

To obtain a licence to act as a football agent, a natural person (hereinafter the “Candidate”) must:

- submit a complete application via the FIFA Agent Platform (hereinafter the “Agent Platform”) on [agents.fifa.com](https://agents.fifa.com);
- comply with the eligibility requirements (cf. art. 5 of the FFAR);
- successfully pass the football agent exam conducted by FIFA (cf. art. 6 of the FFAR); and
- pay an annual fee to FIFA (cf. art. 7 of the FFAR).

The failure of a Candidate to satisfy any of the eligibility requirements will result in:

- their being prohibited from sitting the FIFA football agent exam; and
- their licence application being denied.

The FIFA general secretariat is responsible for investigating compliance with the eligibility requirements. In that regard, any Candidate who receives a notice requesting information from the FIFA general secretariat must cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the Candidate but which they are entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, documents (or excerpts) must be provided in English, French or Spanish.

In addition, each member association must assist FIFA in investigating any potential non-compliance with the eligibility requirements established under article 5 of the FFAR, by providing all relevant information at its disposal or requested by FIFA.

- Notification of failure to satisfy the eligibility requirements will be made by the FIFA general secretariat. If no such notification is made, the Candidate may take the FIFA football agent exam.
- This notification will be considered a final decision by the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

### 4. When is it possible to apply for a licence to act as a football agent?

As from 9 January 2023, a natural person may apply for a licence to act as a football agent via the Agent Platform. However, the FIFA football agent exam will only be held periodically and applications to sit the exam will only be accepted during specific windows.

There will be two FIFA football agent exams in 2023. The following application deadlines will apply:

- from **9 January 2023** to **15 March 2023** for the first FIFA football agent exam **on the 19 April 2023**
- from **1 May 2023** to **31 July 2023** for second FIFA football agent exam **on 20 September 2023**

By way of example, if a natural person applies for a licence before or on 15 March 2023, they will be eligible to take the first FIFA football agent exam on 19 April 2023.

In 2024 and 2025, FIFA will hold two football agent exams each calendar year, in May and November. The following application deadlines will apply:

- **31 March** 2024/2025 for exam in May 2024/2025; and
- **30 September** 2024/2025 for exam in November 2024/2025.

As from 2026, FIFA will hold one football agent exam in May each year. Every year, the application deadline will be 31 March.

The exact dates of each exam will be made available on FIFA.com and the Agent Platform. The exam will be scheduled to take place on one day only.

## 5. What is the FIFA football agent exam?

The FIFA football agent exam will test Candidates' knowledge of the FIFA regulations that govern the football transfer system, as well as relevant case studies. The regulations are:

- (i) FFAR;
- (ii) FIFA Regulations on the Status and Transfer of Players;
- (iii) FIFA Statutes;
- (iv) FIFA Code of Ethics;
- (v) FIFA Disciplinary Code; and
- (vi) FIFA Guardians: Child Safeguarding Toolkit.

Please note that additional FIFA regulations may be included in the exam by the FIFA general secretariat. Please always make sure to check the newest version of the study materials available in the Platform.

There is no formal educational requirement to take the exam nor are there exemptions based on a Candidate's profession (e.g. for lawyers, accountants, former players or coaches). The only exemption from the exam will be given to:

- (i) individuals formerly licensed as agents pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 edition), as detailed below; and
- (ii) individuals licensed in accordance with the national licensing systems governed by domestic national law of the territory of each member association, provided that such exemptions are approved by FIFA following a request by the relevant member association on the Agent Platform.

The exam will be held online in English, French and Spanish for all Candidates and the same database of questions will be used regardless of the testing venue. Each Candidate will receive a unique set of automatically generated questions from the FIFA database.

The following conditions apply to each exam (cf. art. 6 of the FFAR):

- It will be invigilated by a member association.
- It will be taken at a member association-approved venue.
- Each Candidate must use their own personal computing device (e.g. laptop) and their own internet hotspot to complete the exam (no mobile phones allowed) in accordance with the Football Agent Exam Rules available on the Agent Platform.
- It will consist of 20 multiple-choice questions (single or several answers may be correct) with each correct answer worth 5% of the total mark.
- Each Candidate will take the exam individually. Candidates will be allowed to consult materials on the Agent Platform or their own materials (i.e. it will be an open book exam), but may not consult any other person (by any means) while taking the exam.
- It will last 60 minutes and the pass mark will be 75%.

A Candidate fails an exam if:

- they score a mark of 74% or lower;
- they fail to attend;
- the member association that invigilates the exam determines that the Candidate acted dishonestly when sitting it;
- they fail to prove their identity to the relevant member association;



- they fail to pay the fee to the relevant member association (if applicable); or
- they fail to bring a working, compatible personal computing device and/or internet hotspot to the exam.

If a Candidate fails an exam, they may retake it on the next available date. If they were deemed to have acted dishonestly when sitting the exam or scored a mark of 74% or lower, they may request within five days of the relevant notification written reasons for their failure or a review of their exam result, respectively.

FIFA reserves the right to introduce a proctoring system to add credibility to the scoring of each Candidate, should it see fit to do so.

For further information regarding the exam, Candidates should study and comply with the exam rules that will be made available on the Agent Platform. A pilot/demonstration of the exam will be made available on the Agent Platform.

## **6. How will member associations be involved in the exam?**

The exam will be delivered online at the premises of all member associations (or member association-approved premises if necessary for logistical reasons) and each member association will have to comply with the minimum level of testing requirements and standards prescribed by FIFA to allow Candidates to take the exam.

FIFA will provide the relevant training to member association staff, but the organisation of all local logistical and administrative duties in relation to the exam will be carried out by each respective member association, including, but not limited to:

- providing an appropriate testing venue for the Candidates, subject to public health and safety limitations;
- updating the relevant logistical information for the exam on the Agent Platform;
- ensuring that the identity of each Candidate for the exam matches their application documentation;
- overseeing the testing venue to ensure a fair, honest and transparent testing procedure;
- reporting any identified issues or concerns in relation to the Candidates and the exam to FIFA via the Agent Platform; and

- (optional) providing a stable wireless internet connection to Candidates voiding Candidates' requirement to provide a personal hotspot and specifying that on the Agent Platform.

Please note that Candidates wishing to take the exam will be free to choose a testing venue from a number of locations worldwide.

## **7. How much does the FIFA licence fee cost and what does it cover?**

The annual licence fee to be paid to FIFA is USD 600, due by 30 September each year, as stipulated on the Agent Platform. It is to be paid electronically via the Agent Platform.

It covers the full licence fee and ensures free access to the Agent Platform, FIFA's continuing professional development ("CPD") programme and the relevant dispute resolution procedures within the Agents Chamber of the Football Tribunal.

The member associations may not charge a football agent any registration fee, unless permitted to do so by national law.

## **8. What does it mean to have a licence issued by FIFA?**

The licence issued by FIFA authorises a football agent to conduct football agent services anywhere in the world.

It is issued for an indefinite period, subject to ongoing licensing requirements (please see the next section) and is strictly personal and non-transferable.

## **9. What does a football agent need to maintain their licence?**

In accordance with article 17 of the FFAR, football agents must:

- meet the eligibility requirements at all times (cf. art. 5 of the FFAR);
- pay the annual licence fee to FIFA within the deadline stipulated on the Agent Platform (article 7 of the FFAR);
- comply with the CPD requirements (cf. art. 9 of the FFAR); and
- comply with their reporting obligations (cf. art. 16 par. 2 and 4 of the FFAR).

If they fail to comply with these requirements, their licence will automatically be provisionally suspended.

## 10. What is FIFA's CPD programme?

In line with FIFA's commitment to ensure the quality of the services provided by football agents to their clients worldwide, FIFA has designed a Continuing Professional Development (CPD) programme. The aim of the programme is to provide football agents with an in-depth analysis of the main regulatory and institutional topics and a hands-on approach to key aspects of agency in football that will ensure that they have the necessary level of professional expertise for the football transfer market.

FIFA's CPD programme has several learning paths and courses on different topics relevant to football agents, which are all in digital format, accessible on a dedicated e-Learning platform via the Agent Platform, and included in the licence fee.

As set out in article 9 of the FFAR, to maintain their licence, a football agent must comply with the CPD requirements on an annual basis. In this regard, we would note the following:

- A football agent must earn a minimum of 20 credits per CPD calendar year (hereinafter the "CPD Requirements").
- A CPD calendar year runs from 1 October to 30 September each year.
- Football agents must comply with the CPD Requirements by 30 September of each year.
- Each course will be assigned a certain number of credits depending on its complexity, length and relevance.
- CPD credits are only awarded to the football agent if they complete the course and successfully pass an assessment at the end of each course (with a score of at least 80%).
- CPD credits will be awarded and re-awarded by FIFA every October.
- CPD credits earned in one calendar year may not be used in a different calendar year to meet the CPD Requirements.
- A football agent may revisit learning paths and courses that they have already taken, even if they have achieved the respective CPD Requirements of that calendar year.
- Every ten years, from the first CPD calendar year, the CPD Requirements will be reduced by 25% (e.g. in the 11<sup>th</sup> year as from the first CPD calendar year, the football agent must earn 15 credits, rather than 20).

- If a football agent fails to meet the CPD Requirements, their licence will automatically be provisionally suspended.
- If a football agent fails to comply with the CPD Requirements within 60 days of their licence being provisionally suspended, the licence will be automatically withdrawn.

## **11. What are the requirements to represent a minor?**

Any approach to enter into, and/or any subsequent execution of any representation agreement with a minor or their legal guardian in relation to any football agent services will only be allowed six months before the minor reaches the age at which they may sign their first professional contract in accordance with the law applicable in the country or territory of the member association where the minor will be employed (cf. art. 13 par. 1 of the FFAR). A minor may only be approached after obtaining prior written consent from the minor's legal guardian.

Furthermore, a football agent that wishes to represent a minor or a club in a transaction involving a minor must first successfully complete the mandatory designated CPD course on minors (cf. art. 13 par. 2 of the FFAR) that will be made available via the Agent Platform. They must then pass an assessment at the end of the course to gain the relevant accreditation. Furthermore, they must comply with any requirement to represent a minor established by the applicable law in the country or territory of the member association where the minor will be employed.

After successfully completing the designated CPD course on minors, a football agent will gain accreditation to take part in transactions involving a minor for three years. Such accreditation can be renewed by retaking the designated CPD course.

Finally, a valid representation agreement needs to be co-signed by the minor's legal guardian as provided by the law of the territory or country of the member association where the minor will be employed.

## **12. What is the status of agents formerly licensed by FIFA or by a member association and what are the criteria governing the recognition of national licensing systems?**

As set out in article 23 of the FFAR, an individual formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 edition) may be exempt from the FIFA football agent exam, subject to compliance with the relevant requirements established by the FFAR (hereinafter the "Legacy Football Agent"), in particular by submitting an application for a licence up to and including 30 September 2023.

The failure of a Legacy Football Agent to satisfy the relevant requirements will result in their licence application being denied.

The FIFA general secretariat is responsible for investigating compliance with those requirements. Any potential Legacy Football Agent that receives a notice requesting information from the FIFA general secretariat must cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the Legacy Football Agent but which they are entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, a document (or an excerpt) must be provided in English, French or Spanish.

Each member association must assist FIFA in investigating any potential non-compliance with the relevant requirements established under article 23 of the FFAR by providing all relevant information at its disposal or requested by FIFA.

Notification of a failure to satisfy the requirements will be considered a final decision by the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

If a Legacy Football Agent meets the relevant conditions, they will be issued a licence in accordance with article 8 of the FFAR. They will subsequently be subject to the ongoing licensing requirements set out in the FFAR (cf. art 17 of the FFAR), with the exception that they will be required to earn 40 credits per CPD calendar year for five years (hereinafter the "Legacy CPD Requirements") as from October. Once those five years have elapsed, they will be subjected to the CPD Requirements like any other football agent. All the remaining CPD conditions set out above will apply.

In addition, in countries or territories where national law for licensing sports agents exists for services equivalent or similar to football agent services, such licensing systems may be recognised by FIFA subject to the fulfilment of conditions established in article 24 of the FFAR. If that is the case, any person licensed to perform services equivalent to football agent services in those countries or territories may be exempt from the FIFA football agent exam and be issued a licence, subject to compliance with the relevant requirements established by the FFAR ("National Law Football Agent"). They will also subsequently be subject to the Legacy CPD Requirements for five years as from October of that calendar year. Once those five years have elapsed, they will be subjected to the CPD Requirements like any other football agent. All the remaining CPD conditions set out above will apply.

**FIFA®**



## **REGULATIONS**

# FIFA Football Agent FAQs

**VERSION 1.0 | MARCH 2023**



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# **FIFA FOOTBALL AGENT REGULATIONS – FAQs**



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# INTRODUCTION



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

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

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

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



# GENERAL RULES



## 2.1 Where can the definitions be found?

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

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

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

An Interest is defined as:

- i. any beneficial ownership of a legal person through which the relevant activities of those entities are conducted, except an ordinary and freely accessible non-transferrable personal membership entitling its owner to a single vote in club affairs; and/or
- ii. being in a position that may enable the exercise of a material, financial, commercial, administrative, managerial or any other influence over the affairs of a natural or legal person whether directly or indirectly and whether formally or informally.

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

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

## 2.3 What is a Connected Football Agent?

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

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

- i. being employed or contractually retained by the same Agency through which Football Agent Services are conducted;
- ii. both being directors, shareholders in, or co-owners of the same Agency through which Football Agent Services are conducted;





- iii. being married to one another, domestic partners, siblings of one another, or parent and child or stepchild; or
- iv. them having made any contractual or other arrangements whether formal or informal to cooperate, on more than one occasion, in the provision of any services or to share the revenue or profits of any part of their Football Agent Services

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

**Examples:**

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

## 2.4 What are Football Agent Services?

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

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

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



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

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

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

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

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

Other Services are any services performed by a Football Agent for, or on behalf of, a Client, other than Football Agent Services, including but not limited to providing legal advice, financial planning, scouting, consultancy, management of image rights and negotiating commercial contracts.

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

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



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

**Example:**

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

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

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



# BECOMING A FOOTBALL AGENT



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

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

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

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

#### Examples:

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

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

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

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

#### Examples:

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



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

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

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

#### Example:

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

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

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

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

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

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

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

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

#### Example:

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

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

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

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

Article 24 of the FFAR governs this scenario.

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

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

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



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

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

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

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

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

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

### 3.11 What will be on the exam?

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

#### **Example:**

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

# ACTING AS A FOOTBALL AGENT

# IV.

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

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

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

On an annual basis, a Football Agent must also:

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



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

No. A Football Agent licence is non-transferrable.

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

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

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

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

An Agency is defined as an organisation, entity, firm or private company retaining, comprising, employing or otherwise acting as a vehicle for the business affairs of one or more Football Agents.

Any employees or contractors hired by the Agency that are not Football Agents may not perform Football Agent Services or make any Approach to a potential Client to enter into a Representation Agreement. A Football Agent remains fully responsible for any conduct by their Agency, its employees, contractors or other representatives that would violate these Regulations.

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

- i. Clients;
- ii. any person who is ineligible to become a Football Agent;
- iii. any person or entity that owns or holds, whether directly or indirectly, any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the Regulations on the Status and Transfer of Players.

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



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

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

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

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

Yes, subject to certain conditions.

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

Yes, regardless of whether the party has just cause to terminate or not. However, a party revoking or terminating a Representation Agreement without just cause must compensate the other party for any resulting damage. There is just cause to terminate a Representation Agreement when a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term. This includes, but is not limited to, the following situations:

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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



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

Regardless of the number of Football Agents providing Football Agent Services to a particular Client, the maximum service fee payable for the provision of Football Agent Services in a Transaction is:

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

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

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



**Example:**

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

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

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

[Effective commission rate.xlsx](#)

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

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

Acting on behalf of the player/coach or Engaging Entity

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

The Remuneration includes, as per the definition in the FFAR, gross financial compensation (not only fiat money but also cryptocurrencies) for employment set out in a negotiated employment contract, which includes base salary, any sign-on fee, and any amount payable if certain conditions are fulfilled (for example, a loyalty or performance bonus).

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



### Acting on behalf of the Releasing Entity

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

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

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

### **Example:**

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

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

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

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



**Example:**

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

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

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

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

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

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

The FFAR establishes the following restrictions:

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

**Example:**

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





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

**Example:**

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

**Example:**

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

**Example:**

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

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

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



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

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

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

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

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

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

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

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

##### **Example:**

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

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

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

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



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

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

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

Examples of just cause to terminate a Representation Agreement will inevitably emerge once the Agents Chamber of the Football Tribunal is operational. In a general sense, there is just cause to terminate a Representation Agreement when a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term.

This includes, but is not limited to, the following situations:

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

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

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

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

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

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

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

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



# DISCLOSURE AND PUBLICATION

V.

## 5.1 Who has access to the Agent Platform?

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

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

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

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

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

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

If they conduct their business affairs through an Agency, they must also upload to the Agent Platform:

- i. within 14 days of the first Transaction involving the Agency: its ownership structure, the identity of the shareholders, the percentage owned in its share capital and/or identity of its beneficial owners;
- ii. within 14 days of the first Transaction involving the Agency: the number of Football Agents that use the same Agency to conduct their business affairs and the name of all its employees; and



- iii. within 30 days of occurrence: any changes to the information previously provided in relation to the Agency.

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

- i. immediately inform a Client of any written offer (by any means of communication) they have received in relation to that Client insofar as any written offer relates to a potential Transaction (e.g. offer of employment, registration or transfer); offers do not include commercial contracts, sponsorship, etc.;
- ii. provide a Client, on request, with a copy of the relevant Representation Agreement or any other written agreements in relation to Other Services, a copy of the employment contract or any other written documents obtained in relation to the Football Agent Services, a schedule detailing payments of any kind whatsoever made to the Football Agent in relation to a Transaction in which they were involved; and
- iii. upon request, cooperate with the relevant body of each member association, confederation and/or FIFA with respect to any request for any type of information in any form.

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

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

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

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

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

Five sets of data will be published:

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



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

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

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



DISPUTES

VI.



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

The Football Tribunal is composed of three Chambers:

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

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

- i. arising out of, or in connection with, a Representation Agreement with an international dimension;
- ii. where a claim is lodged in accordance with the Procedural Rules Governing the Football Tribunal; and
- iii. where no more than two years have elapsed from the event giving rise to the dispute; the application of this time limit shall be examined *ex officio* in each case.

A Representation Agreement will have an international dimension whenever:

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

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



# DISCIPLINARY MATTERS

# VII.

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

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

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

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

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

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

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

## 7.3 What types of sanctions may be issued?

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

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

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



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

A Football Agent must:

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

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

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

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

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

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



# DISCIPLINARY MATTERS

# VIII.

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

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

Such national football agent regulations shall:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

##### **Example:**

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

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

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



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

**Example:**

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

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

**Example:**

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

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

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





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

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

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

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

### Example:

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

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

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



**Example:**

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

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

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

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

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

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

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

**Example:**

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



# FOOTBALL AGENT WORKING GROUP

# IX

**FIFA®**

## 9.1 What is the Football Agent Working Group?

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

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

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

**FIFA<sup>®</sup>**



# Football Agent Exam Rules

May 2023 edition



## DEFINITIONS

For the purpose of these Rules, the terms set out in the FIFA Football Agent Regulations and related FIFA circulars as well as the following definitions (initial capitals) shall apply:

**Allowed Items:** strictly personal items that are permitted to be used during the Exam Session in order to assist a Confirmed Candidate with their Exam attempt; this excludes their Device, Hotspot, personal identification document and/or money or proof of payment of the Exam Fee (if applicable)

**Approved Candidate:** a Candidate who is approved to take an Exam by an MA Administrator and/or FIFA and invited to the Exam Venue to undergo an identity assessment to become a Confirmed Candidate

**Candidate:** any natural person that registers on the Platform and applies to take an Exam

**Confirmed Candidate:** an Approved Candidate whose identity is assessed and confirmed at the Exam Venue by an MA Administrator and/or Invigilator and is granted access to the Exam

**Device:** a laptop, used by a Confirmed Candidate to take the Exam

**Exam:** the FIFA Football Agent Exam delivered as a web exam test that forms part of the licensing procedure to become a Football Agent in accordance with the FIFA Football Agent Regulations and the related FIFA circulars

**Exam Fee:** a fee paid to a member association to cover the costs of organising and holding the Exam

**Exam Session:** a specified period of time designated and managed by the MA Administrator and the Invigilators at the Exam Venue, which includes the 60-minute period to sit the Exam

**Exam Venue:** a venue organised by a member association to host an Exam

**Hotspot:** a mobile modem used to connect to the internet wirelessly via a mobile network with a data-only SIM card as a stand-alone modem or a part of the Device that is not considered a Prohibited Item

**Invigilator:** a person designated by a member association to oversee an Exam at the Exam Venue

**MA Administrator:** a person designated by a member association to facilitate the Exam via the Platform

**Practice Exam:** a non-mandatory practice attempt of the Exam available to Approved Candidates on the Platform simulating the Exam experience

**Prohibited Items:** any items that may aid or raise a reasonable suspicion that they may aid a Candidate during the Exam, including, but not limited to, any communication/mobile devices apart from the Device, including mobile phones, wearables and smart devices, wired or wireless earphones or headphones, or other electronic, mobile, technical or computing equipment capable of accessing the mobile network, internet, email and/or recording and/or storing any form of data

**Rules:** these Exam rules, as amended from time to time

**Study Materials:** various FIFA regulations available on the Platform and FIFA.com and used by Approved Candidates to prepare for the Exam

**Unofficial Translator Tool:** online language tool that Confirmed Candidates may use to gain a better understanding of the Exam

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



## TITLE I. GENERAL RULES

### **1** Objectives

1.

The objectives of these Rules are to:

- a) establish the rules for the Exam;
- b) transparently inform about the Exam procedure;
- c) promote honest conduct by Approved Candidates and Confirmed Candidates; and
- d) ensure the regularity and fairness of the Exam.

2.

These Rules have been prepared by the FIFA general secretariat, can be amended from time to time and are published on the Platform and FIFA.com.

## TITLE II. PRE-EXAM PROCEDURE

### **2** General provisions

1.

Any Candidate that submits a complete licence application via the Platform shall agree to be bound by these Rules.

### **3** Participation in Exams

1.

Participation in Exams is restricted to Approved Candidates who have been invited to sit the Exam, subject to being granted the status of Confirmed Candidates at the Exam Venue. No other persons can be present at the Exam Venue apart from the venue staff organised by the member association (MA Administrators and/or Invigilators) hosting the Exam.

**2.**

If a member association is charging an Exam Fee, such payments are to be completed directly with the member association hosting the Exam in accordance with the information provided on the Platform.

**3.**

Each Approved Candidate has to ensure that they have the following in their possession before arriving at the Venue:

- a) A valid government-issued personal identification document with a photo, used during the licence application process on the Platform
- b) A Platform-compatible Device
- c) A Hotspot internet connection
- d) If applicable, money for or proof of payment of the Exam Fee in accordance with the information provided on the Platform

**4.**

A member association hosting the Exam will establish the identity of each Approved Candidate alongside, if applicable, the relevant payment of the Exam Fee. An Approved Candidate who successfully satisfies those pre-Exam requirements will be granted the status of a Confirmed Candidate by an MA Administrator on the Platform.

**5.**

If an Approved Candidate does not satisfy those pre-Exam requirements to be granted the status of a Confirmed Candidate, or any other requirements prescribed in these Rules that are to be checked before the start of the Exam Session, an MA Administrator will be able to disqualify that Approved Candidate from sitting the Exam and instruct them to leave the Exam Venue. Any such decision will be final without the right to any appeal, and the Approved Candidate may reapply for the Exam on the next available date.

## **4**

### **Device requirements**

**1.**

A Device used by a Confirmed Candidate to take the Exam shall be based on an operating

system that is compatible with the requirements of the Platform and the Exam.

**2.**

The Platform will make available a Practice Exam to allow the Approved Candidates to test the compatibility of their Devices and Hotspots with the Platform and the Exam.

**3.**

It is each Approved Candidate's and Confirmed Candidate's obligation to ensure that their Device and Hotspot are compatible with the technical requirements of the Platform and the Exam and that they have enough battery power to last throughout the Exam Session. The compatibility with such technical requirements shall be checked by using the Platform and/or the Practice Exam before arriving at the Exam Venue.

**4.**

A Confirmed Candidate whose Device and/or Hotspot is not compatible with the Platform and/or Exam or malfunctions during the Exam Session will be disqualified from the Exam by the MA Administrator. Any such decision will be final without the right to any appeal.

## **5**

### **Hotspot requirements**

**1.**

If a member association does not provide an internet connection, Approved Candidates need to bring to the Exam Venue a Hotspot and ensure that they have a stable, uninterrupted internet connection with enough bandwidth during the Exam.

**2.**

Mobile devices cannot be used as Hotspots as their use will not be allowed during the Exam at any point as they must be switched off.

**3.**

If the internet access fails during the Exam and no answers are recorded on the Platform, a Confirmed Candidate's Exam attempt will be considered null and void, and the Confirmed Candidate may reapply for the Exam on the next available date.

## **6**

### **Use of items during the Exam Session**

**1.**

Approved Candidates and Confirmed Candidates may bring and use any of the following Allowed Items during the Exam Session after consulting the MA Administrator and the

Invigilators at the Exam Venue (exhaustive list):

- a) A pair of prescription glasses
- b) A non-alcoholic beverage container
- c) Study Materials
- d) A handheld electronic calculator
- e) A blank sheet of paper and a pen
- f) Any medical or disability aids (e.g. hearing aids) with an appropriate medical prescription or similar

**2.**

Approved Candidates and Confirmed Candidates are not allowed to bring any of the following Prohibited Items to the Exam Venue (non-exhaustive list):

- a) Communication devices such as mobile phones, tablets, smart devices, wearables, or radios
- b) Media players, earphones, headphones or foam earplugs
- c) Any other items or software that can potentially be misused or raise a reasonable suspicion that they can be misused during the Exam to provide any Approved Candidate or Confirmed Candidate with an unfair advantage over other Confirmed Candidates or distract them from their Exam attempt

**3.**

The MA Administrator and the Invigilators will have the final discretionary decision as to whether or not an item is allowed to be taken into the Exam Venue and used during the Exam Session. Their decision is final without the right to any appeal.

**4.**

All items not allowed into the Exam Venue will be stored during the Exam Session in accordance with the Invigilators' instructions.

## TITLE III. EXAM PROCEDURE

### 7

#### General provisions

1.

All Approved Candidates and Confirmed Candidates are required to act in accordance with the guidelines provided by the MA Administrator and the Invigilators at the Exam Venue.

2.

The MA Administrator and/or the Invigilators will announce the start of the Exam Session, during which no additional Approved Candidates or Confirmed Candidates will be admitted to the Exam Venue to start their Exam attempt.

3.

A Confirmed Candidate who completes their Exam early shall inform an Invigilator of their intent to leave the Exam Session early without disturbing other Confirmed Candidates. No temporary breaks will be allowed and any unauthorised departure from the Exam Session and/or the Exam Venue will constitute a withdrawal from the Exam.

### 8

#### Rules of conduct

1.

The MA Administrator and/or the Invigilators will announce the start and end of the Exam Session.

2.

All Confirmed Candidates shall act honestly in accordance with the generally accepted principles of academic, professional and personal integrity and these Rules.

3.

The following conduct is not allowed at any stage of the Exam Session, and Confirmed Candidates will be subject to suspension from the Exam Session if they are identified as:

- a) using Prohibited Items or any electronic and communication hardware except the Device and the Hotspot;

- b) communicating or attempting to communicate with anyone (except the Invigilators) inside or outside the Exam Venue during the Exam Session;
- c) copying or attempting to copy Exam answers from anyone during the Exam;
- d) being involved in any arrangement whereby another party undertakes the Exam on another party's behalf by impersonating them or otherwise violating these Rules;
- e) causing a disturbance or disruption including, but not limited to, disturbing other Confirmed Candidates by any means not suitable for an academic examination environment, such as receiving calls on a Prohibited Item regardless of whether it is in their possession or not;
- f) leaving the Exam Session or the Exam Venue for any reason without prior permission from an Invigilator;
- g) recording the Exam and/or the Exam Session on their Devices or in some other form, including taking screenshots, pictures, video or audio recordings;
- h) copying the Exam questions or answers and/or sharing them by any means with any third parties; and
- i) using other software, external websites, or other web browser tabs during the Exam.

#### **4.**

If any Prohibited Items are confiscated by an Invigilator, they will be retained until such time that it can be checked that they have not been used in violation of these Rules.

#### **5.**

All Confirmed Candidates are allowed to use the Unofficial Translator Tool during the Exam Session at their own risk.

#### **6.**

Approved Candidates may request reasonable Exam Session accommodations on the basis of their medical disability and in accordance with the relevant national laws applicable in the territory of the Exam Venue. Substantiated requests shall be submitted to the relevant member association no later than seven days before the Exam, and the FIFA general secretariat shall issue a final decision on a case-to-case basis after consulting with the relevant member association.

# 9

## Invigilators

### 1.

The Exam Venue and the Exam Session will be monitored by Invigilators designated by the member association hosting an Exam. They are responsible for ensuring that these Rules are strictly followed.

### 2.

Any evidence of a violation of these Rules, in particular the rules of conduct, which occurs during the Exam, should be noted in detail by the MA Administrator and the Invigilators. The MA Administrator and the Invigilators who are aware or become aware that an Approved Candidate or a Confirmed Candidate may have failed to follow the Rules in any way are obliged to report those details to FIFA on the Platform and immediately cancel the Exam attempt of a Confirmed Candidate who is in breach of the Rules, including post-Exam reports of those Exam attempts that have already been submitted. Their decision is final without the right to any appeal.

### 3.

Invigilators will not offer any assistance to the Approved Candidates and/or Confirmed Candidates.

### 4.

Any Confirmed Candidates in need of assistance shall raise their hand and wait for the Invigilators to approach them. Any communication between the two shall be conducted quietly in order not to disturb other Confirmed Candidates sitting the Exam and will be restricted to brief consultation on technical and/or procedural matters concerning the Exam and the Exam Session.

# 10

## Force majeure

### 1.

If a force majeure event occurs during the Exam that prevents the start or continuation of the Exam Session in an Exam Venue, Approved Candidates or Confirmed Candidates (as applicable) may take the Exam on the next available date, following prior approval by FIFA. The malfunctioning of a Device and/or Hotspot will not be considered a force majeure event.

### 2.

Only force majeure events reported to FIFA by member associations on the day of the

Exam can be considered. It is the responsibility of each Confirmed Candidate to immediately report any observed issues to the member association during the Exam Session.

## TITLE IV. DISCLOSURE OF EXAM RESULTS

### **11** Exam results

1.

Once the Exam Session is concluded, the Confirmed Candidates shall leave the Exam Venue. The Exam results will be communicated on the Platform within seven business days of the date of the Exam.

2.

If a Confirmed Candidate:

- a) passes the Exam, they shall follow the instructions established on the Platform to complete the licensing procedure;
- b) fails to pass the Exam by scoring below the relevant pass mark, they may review their Exam attempt during a limited time window;
- c) fails to comply with these Rules, they will be informed accordingly on the Platform of the reason for the cancellation of their Exam attempt.

3.

All Exam results will be final without the right to any appeal.

## TITLE V. FINAL PROVISIONS

### **12** Abuse of Rules

1.

Any abuse of these Rules by any individual and/or member association will be reported directly to the FIFA general secretariat on the Platform.



# 13

## Matters not provided for

1.

Any matters that arise at the Exam Venue that are not provided for in these Rules will be decided by the member association hosting the Exam, and all other matters will be decided by the FIFA general secretariat. Such decisions are final.

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## Enforcement

1.

These regulations come into effect on 1 May 2023 and are published on the Platform.

2.

The January 2023 edition of these Rules is hereby revoked as from 1 May 2023.

Zurich, 1 May 2023