

SCOTTISH FA REGULATIONS ON WORKING WITH INTERMEDIARIES

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Operative Provisions

1. The Scottish FA Working With Intermediaries Regulations ("**the Intermediary Regulations**") come into effect on 1 April 2015 and supersede the Scottish FA Players' Agent Intermediary Regulations.
2. The Intermediary Regulations are to be read in conjunction with the FIFA Regulations on Working With Intermediaries (as may be amended from time to time ("**FIFA Intermediary Regulations**"). The FIFA Intermediary Regulations can be found at: http://www.fifa.com/mm/document/affederation/footballgovernance/02/36/77/63/regulationsonworkingwithintermediaries_neutral.pdf
3. No person shall be entitled to be an Intermediary in Scotland unless they comply with and are registered with the Scottish FA pursuant to the Intermediary Regulations.
4. An Intermediary may only act in a Transaction in which they are registered as such, in accordance with, and subject to, the Intermediary Regulations.
5. In the event of a conflict between a particular provision of the Intermediary Regulations and the FIFA Intermediary Regulations, the particular provision of the Intermediary Regulations will prevail.
6. Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.
7. References herein to the Articles are to the Articles of Association of the Scottish FA (as defined in the Articles) and, references to specific Article numbers are to the corresponding Article in the Articles.
8. References herein to Paragraphs are to the paragraphs and rules set out in the Intermediary Regulations.
9. Any Players' Agent's licence shall cease to have effect as of 1 April 2015 and any person previously referred to as a Players' Agent shall require to become an Intermediary in relation to each Transaction in which they wish to be involved, in accordance with the Intermediary Regulations.
10. To the extent that any provision of the Intermediary Regulations or its performance contravenes any applicable law or regulation, it shall be deemed to be null and void; provided, however, that such determination shall not affect the validity and enforceability of any other provision of the Intermediary Regulations which shall remain in full force and effect.
11. For the purposes of the Intermediary Regulations (unless otherwise specifically stated herein), the terms set out in Annex 1 are as defined therein.

1 General Principles

- 1.1 Clubs and Players may retain only the services of and pay an Intermediary in relation to any Intermediary Activity, or represent themselves.
- 1.2 Clubs shall act with the appropriate level of due diligence in the selection and engaging of Intermediaries who are acting for them. In this context, due diligence means that Clubs shall use reasonable endeavours to ensure that Intermediaries sign the appropriate Intermediary Declaration Form. Both Clubs and Intermediaries shall ensure that a Representation Contract exists between the Club and the Intermediary.
- 1.3 Players shall act with the appropriate level of due diligence in the selection and engaging of Intermediaries who are acting for them. In this context, due diligence means that Players shall use reasonable endeavours to ensure that Intermediaries sign the appropriate Intermediary Declaration Form. Both Players and Intermediaries shall ensure that a Representation Contract exists between the Player and the Intermediary.
- 1.4 Whenever an Intermediary is involved in a Transaction he shall be registered in accordance with the Intermediary Regulations and in particular, paragraph 2 of the Intermediary Regulations.
- 1.5 Should it come to the attention of the Scottish FA that a person or persons has been engaging in Intermediary Activities but was not registered for that Transaction as an Intermediary, the Scottish FA may refer the matter to the Compliance Officer for his investigation and possible sanction in accordance with the Judicial Panel Protocol.
- 1.6 A FIFA official cannot act as an Intermediary. For the avoidance of doubt, a FIFA official shall also include an official as defined in Article 1.1 of the Articles for the purpose the Intermediary Regulations.
- 1.7 Every individual acting on behalf of a company which enters into an Intermediary Declaration Form for legal persons (as set out in Annex 4 of the Intermediary Regulations), must also sign an Intermediary Declaration Form for natural persons (as set out in Annex 3 of the Intermediary Regulations). All Intermediary Declaration Forms must be provided to the Scottish FA in accordance with these Intermediary Regulations.

2 Registration of Intermediaries

- 2.1 Where an Intermediary is used, he must be registered each time he is involved in a Transaction.
- 2.2 When acting in a Transaction, the Intermediary must sign the appropriate Intermediary Declaration Form.
- 2.3 Where the Intermediary is acting for a Player, either the Intermediary or the Player shall ensure that the signed Intermediary Declaration Form is delivered to the Club responsible for the registration of the Transaction, as soon as reasonably practicable and in any case, prior to the registration of the Transaction, by the Club.
- 2.4 Clubs must submit all required signed Intermediary Declaration Forms, together with any other documentation required by the Scottish FA, to the Scottish FA at the same time as the Transaction is registered with the Scottish FA.
- 2.5 Where the services of an Intermediary have been engaged, and the Clubs and Players who have engaged the Intermediary have not provided all required Intermediary Declaration Forms, together with any other documentation required by the Scottish FA, to the Scottish FA in accordance with Paragraph 2.4 above, the Scottish FA shall not register the Transaction.

- 2.6 An Intermediary Declaration Form shall only be accepted by the Scottish FA where it is accompanied by the appropriate Representation Contract, together with any other documentation required by the Scottish FA. In the case of a Representation Contract between an Intermediary and a Player, the Intermediary and/or Player must either:
- 2.6.1 provide the Scottish FA with a copy of the Representation Contract prior to the Club registering the Transaction with the Scottish FA; or
 - 2.6.2 provide the Club with a copy of the Representation Contract prior to the Club registering the Transaction with the Scottish FA
- to allow the Club to provide the Representation Contract to the Scottish FA in accordance with this Paragraph 2.6.
- 2.7 Where an Intermediary has not been engaged for the purposes of the Transaction, the Club and/or Player shall specifically disclose that fact to the Scottish FA.

3 Representation Contract

- 3.1 An Intermediary and a Club or Player, as the case may be, must have entered into a Representation Contract prior to such Intermediary carrying out any Intermediary Activity.
- 3.2 For the Representation Contract to be valid, it shall specify:
- 3.2.1 the names of the parties to the Representation Contract;
 - 3.2.2 the scope of the services provided by the Intermediary under the Representation Contract;
 - 3.2.3 the duration of the legal relationship between the parties of the Representation Contract;
 - 3.2.4 the nature of the legal relationship between the parties of the Representation Contract;
 - 3.2.5 the remuneration due to the Intermediary under the Representation Contract together with the general terms of payment of such remuneration;
 - 3.2.6 the termination provisions of the Representation Contract;
 - 3.2.7 the signature of the parties to the Representation Contract; and
 - 3.2.8 in the event that the Player is a Minor, the Player's legal guardian(s) shall also sign the Representation Contract.
 - 3.2.9 in the event that the Player is a Minor and is a Home Grown Player, the Player shall be entitled to terminate the Representation Contract on not more than three months notice.
- 3.3 No provision of the Intermediary Regulations, the FIFA Intermediary Regulations, or any invalidity or other defect in the Representation Contract or Intermediary Declaration Form shall affect the validity of the Transaction, the relevant employment contract, transfer agreement and/or Player registration, which has been registered by the Scottish FA.

4 Disclosure and Publication

- 4.1 The Scottish FA shall publish for every Intermediary a list of each Transaction in which such Intermediary has been involved. Such list shall be published by the Scottish FA at the end of March and will cover the period from 1 February of the previous year to 31 January of that year.

- 4.2 The Scottish FA shall publish the total consolidated amount of all payments made by all Players to Intermediaries and the Clubs' consolidated figure.

5 Payments to Intermediaries

- 5.1 The amount of remuneration paid to an Intermediary engaged to act on a Player's behalf, shall be calculated on the basis of the Player's Basic Gross Income for the entire duration of the Player's contract.
- 5.2 Clubs that engage the services of an Intermediary shall remunerate him by payment of a lump sum agreed prior to the conclusion of the relevant Transaction. If agreed, such a payment may be made in instalments.
- 5.3 While taking account the relevant national regulations and any mandatory provisions of national and international laws, Clubs and Players may adopt the following benchmarks:
- 5.3.1 the total amount of remuneration per Transaction due to an Intermediary who have been engaged to act on a Player's/club's behalf should not exceed three per cent (3%) of the Player's Basic Gross Income for the entire duration of the Player's relevant employment contract.
- 5.3.2 the total amount of remuneration per Transaction due to an Intermediary who has been engaged to act on a Player's/Club's behalf in order to conclude an employment contract with a Player, should not exceed three per cent (3%) of the Player's Basic Gross Income for the entire duration of the Player's relevant employment contract.
- 5.3.3 the total amount of remuneration per Transaction due to an Intermediary who has been engaged to act on a Player's/Club's behalf in order to conclude a transfer agreement should not exceed three per cent (3%) of the eventual transfer fee in connection with the relevant transfer of such Player.
- 5.4 Clubs shall ensure that payments made, or to be made, by one Club to another Club in connection with a transfer of a Player, such as (but not limited to) transfer compensation, Training Compensation or Solidarity Contributions, are not paid to and/or by an Intermediary. For the avoidance of doubt, this Paragraph 5.4 includes (but is not limited to) owning any interest in any transfer compensation or future transfer value of a player. The assignation of such claims to an Intermediary is also prohibited.
- 5.5 Subject to Paragraphs 5.6 and 5.7, below, any payment for the services of an Intermediary shall be made exclusively by the Club or Player who engaged the services of the Intermediary to the Intermediary.
- 5.6 At the conclusion of the relevant Transaction, and provided the Club agrees, the Player may provide his written consent to the Club, which shall allow the Club to pay the Intermediary on the Player's behalf. Such payment, shall be made in accordance with the payment terms contained within the Representation Contract between the Player and the Intermediary.
- 5.7 Players and/or Clubs that engage the services of an Intermediary when negotiating an employment contract and/or a transfer agreement are prohibited from making any payments to such Intermediary if the player concerned is a Minor.
- 5.8 No FIFA Official shall receive any payment from an Intermediary which comprises of all or any part of the fees paid or due to such Intermediary in a Transaction.

6 Conflict of Interest

- 6.1 Subject to Paragraph 6.3, below, prior to engaging the services of an Intermediary, Clubs shall use reasonable endeavours to ensure that no conflicts of interest exist or are likely to exist either for themselves or for the Intermediary involved in a Transaction.
- 6.2 Subject to Paragraph 6.3, below, prior to engaging the services of an Intermediary, Players shall use reasonable endeavours to ensure that no conflicts of interest exist or are likely to exist either for themselves or for the Intermediary involved in a Transaction.
- 6.3 No conflict of interest is deemed to exist if an Intermediary discloses in writing any actual or potential conflict of interest he might have with one of the other parties involved in the Transaction and/or Representation Contract and obtains the express prior written consent of all parties to the Transaction and/or Representation Contract, prior to him providing Intermediary Activity to any other party to the Transaction.

7 Sanctions

- 7.1 Any breach of the Intermediary Regulations shall be referred to the Compliance Officer who may refer the matter to the Judicial Panel. The Judicial Panel will have jurisdiction to deal with any such alleged breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.
- 7.2 The Scottish FA shall publish any disciplinary sanctions issued in accordance with the Intermediary Regulations, including the name and any other relevant information relating to an Intermediary against whom a decision has been made. In addition, the Scottish FA shall pass such information to FIFA. FIFA may then consider if any sanction issued to the Intermediary should have worldwide effect in accordance with the FIFA Disciplinary Code.

8 Dispute Resolution

- 8.1 Subject to the remainder of this Paragraph 8, any dispute arising out of the Intermediary Regulations between and/or amongst Players, Clubs and/or the Scottish FA and/or Intermediaries and/or any other person under the jurisdiction of the Scottish FA shall be determined in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Intermediary Regulations.
- 8.2 Any dispute regarding the application of the Intermediary Regulations, including the FIFA Intermediary Regulations, Internationally, will be determined by FIFA in accordance with the FIFA Intermediary Regulations.

9 Communications

- 9.1 Unless otherwise provided within the Intermediary Regulations, a communication or documentation in respect of the Intermediary Regulations may be made or delivered by any effective means including:
- 9.1.1 By first class ordinary or recorded or registered delivery post;
 - 9.1.2 By hand delivery or courier;
 - 9.1.3 By email to an intimated email address;
 - 9.1.4 By fax to an intimated fax number; or
 - 9.1.5 By any combination of the above.
- 9.2 Unless otherwise provided within the Intermediary Regulations, a communication or documentation shall be deemed to have been delivered:
- 9.2.1 If issued by recorded delivery or registered first class post, and upon production of evidence of posting by recorded or registered delivery, on the day after the posting of the letter;

- 9.2.2 If issued by hand or by courier, on the date of delivery upon evidence of delivery by hand or courier; or
 - 9.2.3 If issued by email or by fax, and upon evidence of sending by email or fax, on the day on which the email or facsimile was sent;
- 9.3 Unless otherwise provided within the Intermediary Regulations, where a communication is communicated orally, at a hearing, it shall be deemed to have been communicated on the date when the communication was made.

10 Information and Personal data

- 10.1 The Scottish FA is the data controller in respect of any personal data provided to the Scottish FA as a result of the Intermediary Regulations and the Scottish FA will process such personal data in accordance with its obligations under the Data Protection Act 1998.
- 10.2 The Scottish FA will use personal data for the purposes set out in the Intermediary Regulations. This may include obtaining an individual's personal data from a third party or disclosing an individual's personal data to a third party where that is necessary for the purpose of proceedings arising in terms of the Intermediary Regulations and subject to the consideration of the rights, freedoms and legitimate interests of the data subject.

11 Periods of Time

- 11.1 Unless otherwise provided within the Intermediary Regulations, periods of time are to be calculated for the purpose of the Intermediary Regulations as follows:
 - 11.1.1 Where an act requires to be done within a specified period after or from a specified date or event, the period begins immediately after that date.
 - 11.1.2 Where a period is defined in a number of days, then every day shall count whether or not it is a weekend or a public holiday, unless expressly provided elsewhere in the Intermediary Regulations.
 - 11.1.3 Where an act requires to be done by a specified time, all times will be local time, unless otherwise specified.

Annex 1 – Definitions

“The Articles”	Shall mean the Articles of the Scottish F A
“The Scottish FA”	Shall mean The Scottish Football Association Limited
“The Board”	Shall mean the board which shall comprise all of the Directors from time to time as constituted in accordance with these Articles
“Basic Gross Income”	Shall mean a Player’s basic gross salary or wage, excluding any bonus that is conditional upon the Player and/or his Club’s performances. For the avoidance of doubt, benefits and privileges are also excluded from the Basic Gross Income.
“Club”	Shall mean a football club playing Association Football in accordance with the provisions set out in the Articles
“FIFA”	Shall mean Federation of International Football Associations
“FIFA Disciplinary Code”	Shall have the meaning prescribed to it as contained within the relevant FIFA statutes as may be updated from time to time
“FIFA Official”	Shall have the meaning prescribed to it as contained within the relevant FIFA statutes as may be updated from time to time
“Home Grown Player”	Shall mean a Player who has been registered with a Club or Clubs affiliated to the Scottish FA for a period, continuous or not, of 12 months or more
“Intermediary”	Shall mean any person or persons who carries our an Intermediary Activity and has completed the relevant Intermediary Declaration Form
“Intermediary Activity”	Shall mean acting, for or on behalf of a Player or Club in relation to a Transaction. For the avoidance of doubt, an official is not acting as an Intermediary when he carries out any Intermediary Activity in relation to any matter relating to a Transaction for or on behalf of his Club. Similarly, a Lawyer who is solely and exclusively undertaking or providing Permitted Legal Advice shall not be deemed to be conducting Intermediary Activity.
“Lawyer”	Shall mean an individual who is duly authorised by the appropriate professional or regulatory body to act in the capacity of solicitor, advocate or barrister in the United Kingdom, or the equivalent profession in a jurisdiction outside the United Kingdom.
“Intermediary Declaration Form”	Shall mean the forms as set out in Annexes 3 and 4 of the Intermediary Regulations.
“Judicial Panel”	Shall mean the body with that name formed by the Board in terms of the Articles.
“Judicial Panel Protocol”	Shall mean the Protocol relating to the operation of the Judicial Panel promulgated by the Board from time to time in accordance with the Articles which will incorporate the Disciplinary Procedures and the Disciplinary Rules (as defined in the Articles).
“Minor”	Shall mean a Player who has not yet reached the age of 18.

“official”	Shall have the meaning prescribed in the Articles
“Permitted Legal Advice”	<p>Shall mean advice or assistance provided by a Lawyer to a Club or Player, either directly or indirectly, in relation to any Transaction where:</p> <ul style="list-style-type: none"> (i) the Lawyer has entered into terms of engagement with the Player or Club in the form required by the Lawyer’s professional regulator and solely operates under those terms; and (ii) the Lawyer is providing the advice or assistance as part of a practice which is regulated by the Lawyer’s professional regulator; and (iii) the advice or assistance either relates to: <ul style="list-style-type: none"> (a) the legal form of the documents that arise out of the Transaction, or the legal implications of that Transaction, as opposed to the negotiation of the substantive terms of the Transaction and, in particular, the remuneration terms of the Transaction; or (b) a dispute arising out of a Transaction; and (iv) the Lawyer is remunerated in a manner which is consistent with the manner in which Lawyers are ordinarily remunerated for carrying out such advice or assistance.
“Players”	Shall mean a player participating in Association Football (as defined in the Articles) under the jurisdiction of the Scottish FA.
“Representation Contract”	Shall mean any agreement between an Intermediary (on the one hand), and a Player and/or Club (on the other), the purpose or effect of which is to cover the provision of Intermediary Activity.
“Solidarity Contributions”	Shall mean any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to the Solidarity Mechanism as defined within those regulations as may be amended from time to time.
“Training Compensation Payment”	Shall mean any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to the Training Compensation as defined within those regulations as may be amended from time to time.
“Transaction”	Shall mean (a) concluding an employment contract between a Player and a Club and/or (b) concluding a transfer agreement between two clubs. A concluded Transaction is one that has so achieved the creation or variation of the terms of the player’s contract of employment with a Club, the registration of the player with a Club or the transfer of the registration from a club to a Club.
“UEFA”	Shall mean Union of European Football Associations

Annex 2 – Dispute Resolution Procedure

Dispute Resolution - Procedural Rules relative to determination of disputes arising from these Intermediary Regulations

1. Where the Scottish FA Intermediary Regulations on Working With Intermediaries require the determination of a dispute or other matter in accordance with this Dispute Resolution Procedure, then this Annex 2 shall apply.
2. The Scottish FA shall maintain a list of certain persons who are available to act as arbitrators in the determination of matters under this Annex 2 (“**Intermediary Members**”).
3. Any Party entitled and wishing to refer a matter for determination under this Annex 2, in terms of the Intermediary Regulations, (“**the Referring Party**”) shall commence arbitration proceedings for determination of such relevant matter by delivery of a Notice of Intermediary Referral to all other Parties with an interest (“**the Intermediary Respondent(s)**”), and to the Secretary. The Secretary or his nominee may, at his sole discretion, determine which party(s) have a relevant interest in deciding whether such party is an Intermediary Respondent.
4. The Notice of Intermediary Referral shall:
 - a. State the provision within the Scottish FA Intermediary Regulations on Working With Intermediaries in terms of which the referral is made;
 - b. Briefly state the basis of the submission and a brief outline of the relevant facts and circumstances; and
 - c. Specify the redress/determination which is sought.
5. Upon receipt of a Notice of Intermediary Referral, the Secretary or his nominee shall send notice (“**the Secretary’s Intermediary Dispute Notice**”) to the Referring Party and to each Intermediary Respondent, which notice shall include (a) a copy of the Notice of Intermediary Referral; and (b) a copy of the provisions of this Annex 2.
 - a. The Referring Party and the Intermediary Respondent(s) (together “**the Parties**”) shall endeavour, by agreement, to appoint an arbitrator within 14 days of the date on which the Secretary’s Intermediary Dispute Notice is sent by the Secretary to the Parties (“**the Appointment Period**”). The Parties should generally appoint an arbitrator from the list of Intermediary Members.
 - b. Subject to sub-paragraph (c) which follows, if an arbitrator is not appointed by the Parties within the Appointment Period, then an arbitrator shall be appointed by the Secretary, in his sole discretion from the list of Intermediary Members.
 - c. In respect of a dispute in which the Scottish FA are a party (“**a Scottish FA Dispute**”), in such circumstances, an arbitrator shall be (1) a solicitor or advocate of not less than 10 years standing, appointed by the President of the Law Society; or (2) or a suitable person appointed by the Executive Director of the Chairman of Sports Resolutions (UK) (a trading name of Sports Dispute Resolution Panel Limited, company number 03351039, registered at 1 Salisbury Square, London EC4Y 8AE) (“**Sports Resolutions**”). Where appointment is by Sports Resolutions, then Sports

Resolution's Arbitration Rules, as amended by Sports Resolutions from time to time, shall apply, save that (1) all such arbitrations shall follow the full arbitration procedure; and (2) their provision regarding the seat, applicable law, and statutory regime shall be deleted, so that the law governing the arbitration shall be the law of Scotland and the seat of the arbitration shall be Scotland, and the Arbitration (Scotland) Act 2010 (as amended) shall apply.

- d. The arbitrator so appointed ("**the Arbitrator**") shall have jurisdiction to determine the dispute or matter referred.
 - e. Insofar as a nomination fee is incurred in such appointment, the Party so requesting shall initially bear the nomination fee, but the Arbitrator shall, in his or her sole discretion, have the power to order that the nomination fee is paid or repaid by any Party.
 - f. If the Arbitrator shall die, refuse to act, or become incapacitated from acting prior to making the award, a further arbitrator shall be appointed to replace him in the same manner as such original arbitrator was appointed.
6. With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default rules of the Scottish Arbitration Rules shall be modified or disapplied so as to comply with the express rules of this Annex 2. Rules 22, 41, 43, 46 and 69 shall not apply.
7. The Arbitrator shall have the following powers (in addition to those powers provided by the Arbitration (Scotland) Act 2010 insofar as not disapplied):
- a. The powers provided to a Judicial Panel, and related provisions provided in the Judicial Panel Protocol, paragraphs 8.2; 8.3; 8.4; 8.5 (with the exception of 8.5.5); 8.6; 10.1.3; 10.1.4; 10.2; 10.3; 10.4; 10.5; 10.6 (except paragraph 10.6.3); 10.7; 10.8; 10.9; 10.10.
 - b. The powers provided to a tribunal or arbitrator in Article 99 at paragraphs 99.21; 99.22; 99.23; 99.24; 99.26. –
 - c. In the event of an inconsistency between the said Judicial Panel Protocol powers and Article 99 powers, the Judicial Panel Protocol powers shall have priority.

Unless inconsistent with the particular provisions, the provisions of Paragraphs 17.1; 17.2.1; 17.2.5; 17.2.6; 17.2.7; 17.2.8; 17.3; and 17.6 of the Judicial Panel Protocol shall apply.

8. Upon appointment it is generally anticipated that the Arbitrator shall:
- a. Invite the Referring Party to provide such further particulars as he or she considers to be appropriate within such time as he or she considers to be appropriate;
 - b. Invite the Intermediary Respondent(s) to respond to the submissions and evidence provided by the Referring Party within such time as he or she considers to be appropriate;
 - c. Order a procedural conference call, preliminary hearing, or such other preliminary step, as he or she considers to be appropriate;
 - d. Order further rounds of submissions and evidence by the Parties insofar as he or she considers such to be appropriate;
 - e. Where he or she considers a hearing to be appropriate, to order the date and place for such hearing, and generally to follow the Guidance Notes for Principal Hearings at Annex B to the Judicial Panel Protocol;
 - f. Issue his or her final determination of the matter, verbally at the end of the hearing if he or she considers it appropriate to do so, and in any event in writing following the hearing.

9. The Arbitrator is not required to issue reasons unless requested by a Party or by the Scottish FA, in each case such request being made by not later than three working days after the date on which the final determination was communicated or delivered to that Party.
10. The law governing the arbitration shall be the law of Scotland. The seat of arbitration shall be Scotland.
11. Parties will bear their own legal and other expenses. Where the Arbitrator requires payment of a fee or seeks recovery of expenses, then the Arbitrator may make an award allocating the Parties' liability for such arbitration fees and expenses. The Arbitrator may make an award allocating the Parties' liability for additional costs incurred in the arbitration (other than Parties' own costs and expenses) including but not limited to any nomination fee, the cost of accommodation, and the cost of Arbitrator appointed experts or clerks. With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default Rules 59, 61 to 66 are amended accordingly.
12. None of the Arbitrator, the Arbitrator's clerk (if any), the Secretary, nor the Scottish FA shall be liable for any act or omission in connection with any arbitration conducted under this Annex 2, unless the act or omission is in bad faith. Any employee or agent of the Scottish FA is similarly protected from any such liability.
13. Any dispute determined under the procedure in this Annex 2 shall be final and binding on the Parties. For the avoidance of doubt, the Parties to any arbitration conducted pursuant to this Annex 2 agree to renounce their respective rights of appeal, save in respect of the mandatory provisions (or the default provisions insofar as not disapplied) of the Arbitration (Scotland) Act 2010 in respect of challenging awards.

Annex 3 - Intermediary Declaration Form for natural persons

First name(s):

Surname(s):

Date of birth:

Nationality/nationalities:

Fully permanent address:
(incl. phone/fax and email)

I,
(First names(s), surname(s) of intermediary)

For the purposes of this declaration, the defined terms used shall have the same meaning ascribed in the Scottish FA Working With Intermediaries Regulations (“**the Intermediary Regulations**”) and/or the FIFA Regulations on Working With Intermediaries (“**the FIFA Intermediary Regulations**”), unless specifically stated herein.

HEREBY DECLARE THE FOLLOWING:

- 1 I pledge and agree to respect and comply with any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out my activities as an Intermediary. In addition, I agree to be bound by the statutes and regulations of the Scottish FA and other associations and confederations, as well as by the Statutes and regulations of FIFA in the context of carrying out my activities as an Intermediary.
- 2 I declare that I am currently not a FIFA Official, nor will I hold such a position in the foreseeable future.
- 3 I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
- 4 I declare that I have no contractual relationship with the Scottish FA and/or other leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that I am precluded from implying, directly or indirectly, that such a contractual relationship with the Scottish FA and/or other leagues, associations, confederations or FIFA exists in connection with my activities as an intermediary.
- 5 I declare, pursuant to article 7 paragraph 4 of the FIFA Intermediary Regulations, that I shall not accept any payment to be made by one club to another in connection with a transfer, such as transfer compensation, Training Compensation Payments or Solidarity Contributions.

- 6 I declare, pursuant to article 7 paragraph 8 of the FIFA Intermediary Regulations, that I shall not accept any payment from any party if the player concerned is a Minor.
- 7 I declare that I shall not take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that I am forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc that promote, broker, arrange or conduct such events or transactions.
- 8 I consent, pursuant to article 6 paragraph 1 of the FIFA Intermediary Regulations, to the Scottish FA obtaining full details of any payment of whatsoever nature made to me by a club or a player for my services as an intermediary.
- 9 I consent, pursuant to article 6 paragraph 1 of the FIFA Intermediary Regulations, to the Scottish FA and other leagues, associations, confederations or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with my activities as an intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any advice part in the negotiations for which I am responsible.
- 10 I consent, pursuant to article 6 paragraph 3 of the FIFA Intermediary Regulations, to the Scottish FA holding and processing any data for the purpose of their publication.
- 11 I consent, pursuant to article 9 paragraph 2, of the FIFA Intermediary Regulations, to the Scottish FA publishing details of any disciplinary sanctions taken against me and informing FIFA accordingly.
- 12 I am fully aware and agree that this declaration shall be made available to the Scottish FA and other related persons for the purposes of the Scottish FA exercising their regulatory functions.
- 13 I agree to be bound from this date and henceforth by and be subject to the Intermediary Regulations, the Judicial Panel Protocol ("**JPP**"), the Articles of Association ("**Articles**") of the Scottish FA, the Scottish FA Registration Procedures ("**Registration Procedures**") and the rules and regulations of any recognised football body in so much as they are applicable. I understand that the Intermediary Regulations, JPP, Articles and Registration Procedures are available on the Scottish FA Website and I confirm that I have read them. I understand that the Scottish FA may share the information on this form with the Scottish Professional Football League and other third parties (such as UEFA and FIFA) where that is necessary for the Scottish FA to meet its regulatory functions and the regulatory functions of other football bodies. I understand that, insofar as I breach any relevant rule contained within the JPP at any time henceforth, a Tribunal has the power to impose an appropriate sanction in accordance with the terms of the JPP. I also hereby agree and acknowledge that any sanction imposed, may also have effect in respect of any future Transaction in which I engage.
- 14 I confirm that where I am involved in providing Intermediary Activity to Minors, I meet the required criteria to allow me to work for such Minors under the current guidelines, rules and regulations as set out by Disclosure Scotland (or other such relevant government agency of my country of domicile).

15 Remarks and observations which may be of potential relevance:

I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the Scottish FA shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the Scottish FA immediately.

.....
(Place and date)

.....
(Signature)

Annex 4 - Intermediary Declaration Form for legal persons

Name of company (legal person/entity):

Address of company

(incl. phone/fax, e-mail and website):

Hereinafter referred to as "the company"

First name(s) and surnames(s) of the individual duly authorised to represent the aforementioned company (legal person/entity):

(NB: each individual acting on behalf of the company has to fill in a separate Intermediary Declaration)

I,

(First names(s), surname(s) of the individual representing the legal person/entity)

Duly authorised to represent the company

For the purposes of this declaration, the defined terms used shall have the same meaning ascribed in the Scottish FA Working With Intermediaries Regulations ("**the Intermediary Regulations**") and/or the FIFA Regulations on Working With Intermediaries ("**the FIFA Intermediary Regulations**"), unless specifically stated herein.

HEREBY DECLARE THE FOLLOWING:

- 1 I declare that both the company and I represent and that I myself shall respect any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out my activities as an Intermediary. In addition, I declare that both the company I represent and that I myself agree to be bound by the statutes and regulations of the Scottish FA and other associations and confederations, as well as by the Statutes and regulations of FIFA in the context of carrying out my activities as an Intermediary.
- 2 I declare that I am currently not a FIFA Official, nor will I hold such a position in the foreseeable future.
- 3 I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
- 4 I declare that neither the company I represent nor I myself have any contractual relationship with the Scottish FA and/or other leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that I am precluded from implying, directly or indirectly, that such a contractual relationship with the Scottish FA and/or other leagues, associations, confederations or FIFA exists in connection with its activities as an intermediary.

- 5 I declare, pursuant to article 7 paragraph 4 of the FIFA Intermediary Regulations, that neither the company I represent nor I shall accept any payment to be made by one club to another club in connection with a transfer, such as transfer compensation payment, Training Compensation Payment or Solidarity Contributions.
- 6 I declare, pursuant to article 7 paragraph 8 of the FIFA Intermediary Regulations, that neither the company I represent nor I shall accept any payment from any party if the player concerned is a Minor.
- 7 I declare that neither the company I represent nor I shall take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that both the company I represent and I myself are forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc that promote, broker, arrange or conduct such events or transactions.
- 8 On behalf of the company I present, I consent, pursuant to article 6 paragraph 1 of the FIFA Intermediary Regulations, to the Scottish FA obtaining full details of any payment of whatsoever nature made to me by a club or a player for its services as an Intermediary.
- 9 On behalf of the company I represent I consent, pursuant to article 6 paragraph 1 of the FIFA Intermediary Regulations, to the Scottish FA and other leagues, associations, confederations or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with my activities as an intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any advice part in the negotiations for which the company I represent is responsible.
- 10 On behalf of the company I represent, I consent, pursuant to article 6 paragraph 3 of the FIFA Intermediary Regulations, to the Scottish FA holding and processing any data for the purpose of their publication.
- 11 On behalf of the company I represent, I consent, pursuant to article 9 paragraph 2, of the FIFA Intermediary Regulations, to the Scottish FA publishing and informing FIFA of any disciplinary sanctions taken against the company I represent.
- 12 I am fully aware and agree that this declaration shall be made available to the Scottish FA and other related persons for the purposes of the Scottish FA exercising their regulatory functions .
- 13 The company agrees to be bound from this date and henceforth by and be subject to the Intermediary Regulations, the Judicial Panel Protocol (“JPP”), the Articles of Association (“Articles”) of the Scottish FA, the Scottish FA Registration Procedures (“Registration Procedures”) and the rules and regulations of any recognised football body in so much as they are applicable. I understand that the Intermediary Regulations, JPP, Articles and Registration Procedures are available on the Scottish FA Website and I confirm that I, on behalf of the company, have read them. I understand that the Scottish FA may share the information on this form with the Scottish Professional Football League and other third parties (such as UEFA and FIFA) where that is necessary for the Scottish FA to meet its regulatory functions and the regulatory functions of other football bodies. I understand that, insofar as the company breaches any relevant rule contained within the JPP at any time henceforth, a

Tribunal has the power to impose an appropriate sanction in accordance with the terms of the JPP. I also hereby agree and acknowledge, on behalf of the company that any sanction imposed, may also have effect in respect of any future Transaction in which I engage.

14 Remarks and observations which may be of potential relevance:

I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the association concerned shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the association concerned immediately.

.....
(Place and date)

.....
(Signature)