

Scottish FA Football Agent Regulations

INTRODUCTION

These Regulations are made in accordance with the FIFA requirement that member associations have regulations governing the engagement of services provided by Football Agents pursuant to the FIFA Football Agent Regulations.

From 1 October 2023, the Fifa Football Agent Regulations shall govern the occupation and conduct of Football Agents in relation to Representation Agreements with an international dimension, and any conduct connected to an international transfer or international Transaction (as set out in article 2 of the Fifa Football Agent Regulations).

On 24 May 2023, FIFA and the German Football Association were notified of a preliminary injunction (the “**Injunction**”) granted by the District Court of Dortmund in the procedure 8 O 1/23 (Kart), prohibiting FIFA from enforcing specific provisions of the Fifa Football Agent Regulations. As a result, for the time the Injunction is in effect, any (i) Football Agent Services performed in relation to a Transaction that has a Link to Germany; and (ii) Representation Agreement that has a Link to Germany, shall be governed by Annex 2 to these Regulations.

These Regulations came into force on 1 January 2024.

DEFINITIONS

For the purpose of these Regulations, the terms set out in the FIFA Statutes, the RSTP and the Scottish FA Articles of Association, as well as the following definitions, 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 (i) licensed by FIFA to perform Football Agent Services or (ii) who performs Football Agent Services in relation to a Transaction that has a Link to Germany or enters into a Representation Agreement that has a Link to Germany. A Football Agent shall be deemed to be an “Intermediary” for the purposes of the Scottish FA Articles of Association.

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. Football Agent Services shall be deemed to be “Intermediary Activity” for the purposes of the Scottish FA Articles of Association.

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.

Link to Germany: has the meaning give to it in paragraph 1 of Annex 2 to these Regulations.

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. Other Services shall be deemed to be “Intermediary Activity” for the purposes of the Scottish FA Articles of Association.

Platform: the digital platform operated by FIFA through which the licensing process, dispute resolution process (for disputes that FIFA has jurisdiction to determine), continuing professional development (**CPD**) and reporting shall occur.

Regulations: these Football Agent Regulations, as amended from time to time. For the avoidance of doubt, these Regulations shall be deemed to be the “Intermediary Regulations” for the purposes of the Scottish FA Articles of Association.

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.

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 all genders. Any term in the singular applies to the plural and vice versa.

PART I: GENERAL RULES

1

Objectives

1.

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.

The regulation of Football Agent Services and Other Services 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 Football Agent Services and Other Services;
- 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.

2 **Scope**

1.

These Regulations govern the activities of Football Agents operating under the jurisdiction of the Scottish FA and apply to:

- a) all Representation Agreements that have a national dimension with reference to paragraph 2 of this regulation 2;
- b) any conduct connected to a national Transaction within the jurisdiction and territory of the Scottish FA; and
- c) Approaches made by Football Agents to Clients for the provision of Football Agent Services.

2.

A Representation Agreement will be deemed to have a national dimension whenever:

- a) it governs Football Agent Services related to a Specified Transaction in connection with a national transfer within the jurisdiction and territory of the Scottish FA (or a move of a coach between two clubs both of which are members of the Scottish FA or between a club which is a member of the Scottish FA and a representative team of the Scottish FA);
- b) it governs Football Agent Services related to more than one Specified Transaction, one of which is connected to national transfers within the jurisdiction and territory of the Scottish FA (or a move of a coach between two clubs both of which are members of the Scottish FA or between a club which is a member of the Scottish FA and a representative team of the Scottish FA); or
- c) it governs the continuing provision of Football Agent Services by a Football Agent to (i) a player who has registered with a club under the jurisdiction of the Scottish FA following an international transfer; (ii) a coach who has moved internationally to a club under the jurisdiction of the Scottish FA; or (iii) the club under the jurisdiction of the Scottish FA who has registered that player or to which that coach has moved.

3.

These Regulations shall also apply to:

- a) any Football Agent conduct that is connected to a Transaction that

takes place entirely within the jurisdiction and territory of the Scottish FA (i.e. a national Transaction); and

- b) any Representation Agreement for Football Agent Services that are not related to Specified Transactions with an international dimension, where the Client which is a party to such Representation Agreement is registered with the Scottish FA at the date of signature of the Representation Agreement.

PART II. BECOMING A FOOTBALL AGENT

3

General provisions

1.

A natural person may become a Football Agent by following the procedure established under articles 4 to 10 of the FIFA Football Agent Regulations.

2.

A person formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations is exempt from the requirement to pass an exam established in the FIFA Football Agent Regulations provided that they meet the conditions established under article 23 of the FIFA Football Agent Regulations.

3.

The licence issued by FIFA authorises the Football Agent to conduct Football Agent Services within the jurisdiction and territory of the Scottish FA. A Football Agent that performs Football Agent Services within the jurisdiction and territory of the Scottish FA will be subject to these Regulations and all regulations of the Scottish FA applicable to Football Agents.

4

Compliance with eligibility requirements

1.

The Scottish FA shall report to FIFA any allegations or suspicions regarding any Football Agent's or applicant's non-compliance with the eligibility requirements under article 5 of the FIFA Football Agent

Regulations.

2.

The Scottish FA shall assist FIFA in investigating any potential non-compliance with the eligibility requirements established under article 5 of the FIFA Football Agent Regulations by providing all relevant information at its disposal or requested by FIFA.

PART III. ACTING AS A FOOTBALL AGENT

5

General provisions

1.

Only a Football Agent shall perform Football Agent Services.

2.

A Football Agent must always satisfy the eligibility requirements in article 5 of the FIFA Football Agent 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 shall 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 shall 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 this regulation 5; and
- 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.

6 Representation

1.

A Football Agent shall only perform Football Agent Services for a Client after having entered into a written Representation Agreement with that Client.

2.

Only a Football Agent shall 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 shall not exceed two years. This term may only be extended by a new Representation Agreement. 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 shall 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 must contain the entire agreement between the parties in relation to the Football Agent Services to be provided and shall be valid only if it contains the following minimum requirements:

- a) the names of the parties;
- b) the duration (if applicable);
- c) the amount of the service fee due to the Football Agent;
- d) the nature of the Football Agent Services to be provided; and
- e) the parties' signatures.

8.

A Football Agent shall only perform Football Agent Services and Other Services for one party in a Transaction, subject to the sole exception in this paragraph 8:

- a) 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 shall, in particular, not perform Football Agent Services or Other Services in the same Transaction for:

- a) a Releasing Entity and Individual; or
- b) a Releasing Entity and Engaging Entity; or
- c) all parties within the same Transaction.

10.

A Football Agent and a Connected Football Agent shall not perform Football Agent Services or Other Services for different Clients in the same Transaction, except in accordance with paragraph 8 of this

regulation 6 of these Regulations.

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; and

d) established breach of contract.

15.

Any term of a Representation Agreement that breaches the requirements of these Regulations is not permitted and will be null and void. In such cases, the Scottish FA shall have the power to notify the parties of any such breach whereupon the parties shall remedy the breach by making the necessary amendments as notified. Failure to remedy any breach shall constitute a breach of these Regulations, separate from and in addition to the initial breach.

16.

Neither a Client nor a Football Agent must arrange matters so as to conceal or misrepresent the reality or substance of any matters in relation to a Transaction.

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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 shall 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 of Scotland. This Approach shall 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 must first successfully complete the designated CPD course on minors and comply with any applicable requirements under the law of Scotland to represent a minor, including (without limitation) the Disclosure (Scotland) Act 2020.

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 of the FIFA Football Agent Regulations;
- b) the Football Agent has complied with paragraphs 1 and 2 of this

regulation 7; and

- c) the Representation Agreement is signed by the minor and their legal guardian.

4.

Any violation of paragraph 1 of this regulation 7 shall be sanctioned, at a minimum, with a fine and a suspension of a Football Agent licence of up to two years.

8

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 is not permitted to contract with or authorise any third party to make such payment.

3.

The only exception to the principle in paragraph 2 of this regulation 8 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; and
- c) the Engaging Entity may not deduct any service fee payment made

pursuant to paragraph 3 of this regulation 8 from the Individual's Remuneration.

4.

Where the Football Agent and the Client agree in the Representation Agreement that a service fee (either by way of lump sum or by instalments) is to be paid in respect of a Transaction to which these Regulations apply, it shall be calculated on the basis of the player/coach's Remuneration as set out in the employment contract concluded by the player/coach in respect of which he was represented by the Football Agent.

5.

The service fee due to a Football Agent shall be paid on an invoice basis.

6.

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.

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 shall 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 and that contract comes into force.

10.

Where a Football Agent acts on behalf of an Engaging Entity and an Individual in the same Transaction under paragraph 8(a) of regulation 11 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 directly to the Football Agent until such time as the provisions regulating service fee payments contained in the FIFA Clearing House Regulations enter into force, from which time all service fee payments to Football Agents shall be made through the FIFA Clearing House in accordance with the said provisions of the FIFA Clearing House Regulations.

9

Rights and obligations

1.

A Football Agent:

- a) may provide Football Agent Services to any Client that executes a written Representation Agreement that contains the minimum terms described in regulation 6 of these Regulations and in article 12 of the FIFA Football Agent Regulations;
- b) shall 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;
and

- c) shall 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 these Regulations and any other rules, regulations and decisions of the Scottish FA applicable to a Football Agent;
- 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 under Part II of these Regulations and under articles 5 and 17 of the FIFA Football Agent Regulations;
- f) pay an annual licence fee to FIFA within the deadline stipulated on the Platform, as described in articles 7 and 17 of the FIFA Football Agent Regulations;
- g) comply with the CPD requirements, as described in articles 9 and 17 of the FIFA Football Agent Regulations;
- h) comply with the ongoing disclosure and reporting requirements, as described under j) below and in paragraph 4 of this regulation 9;
- i) immediately report any breaches of these Regulations to the Scottish FA, and any breaches of FIFA, confederation or member association rules, regulations or codes of conduct to the Scottish FA and any other relevant authority or body;
- j) submit to the Scottish FA by email to agents@scottishfa.co.uk:
 - i. within 14 days of execution, amendment or termination of a

- Representation Agreement: the relevant Representation Agreement;
- 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;
 - iii. within 14 days of payment of a service fee: confirmation of receipt and proof of receipt of such payment;
 - iv. 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;
 - v. within 14 days of occurrence: any information that may impact the obligation to meet the eligibility requirements; and
 - vi. within 14 days of occurrence: any settlement agreement entered into with a Client or another Football Agent; and
- k) upload to the Platform, the documents required under article 16.2(j) of the FFAR;
- l) 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 shall 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) accept payment of any transfer compensation or training reward that is payable in connection with a player's transfer between clubs, including (without limitation) any rights as described in article 18ter of the RSTP;
- e) 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; or
- f) 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 any relevant person or body of the Scottish FA, UEFA and/or FIFA with respect to any request for any type of information in any form.

5.

Where the services of a Football Agent have been engaged by a player or a coach in a Transaction, the club or Single-Entity League involved in the Transaction must submit a copy of the appropriate Representation Agreement, 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. Where the Representation Agreement and any other documentation required by the Scottish FA is not so provided, the Scottish FA shall not register the Transaction.

6.

Where the services of a Football Agent have been engaged by a player or a coach in a Transaction, the Football Agent or the player or coach must provide the club or Single-Entity League involved in the Transaction with a copy of the Representation Agreement prior to the club or Single-Entity League registering the Transaction with the Scottish FA to allow the club or Single-Entity League to provide the Representation Agreement to the Scottish FA in accordance with paragraph 5 of this regulation.

7.

A club shall use reasonable endeavours to ensure that its Team Staff comply with the requirements of these Regulations.

10 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 regulation 10.

3.

If paragraph 1(a) of this regulation 10 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 regulation 10 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.

PART IV. RIGHTS AND OBLIGATIONS OF CLIENTS

11

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 (including, without limitation, the Scottish FA) and/or any person employed by each member association (including, without limitation, the Scottish FA), 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; and

- 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 the Scottish FA and FIFA.

2.

Clients (and their officials, when applicable) shall 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) have an Interest in an Agency or the affairs of a Football Agent, in accordance with paragraph 4 of regulation 5 of these Regulations and article 11 paragraph 4 of the FIFA Football Agent Regulations;
- f) for 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;
- g) fail to immediately report any breach of these Regulations or the FIFA Football Agent Regulations to the Scottish FA and FIFA;
- h) permit a Football Agent or their Agency to have an Interest in them;
or
- i) any other breach of these Regulations.

PART V. DISCLOSURE AND PUBLICATION

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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.

2.

The Scottish FA shall be entitled to publish:

- a) in any manner and at any time it considers appropriate, a list of all national Transactions in which any Football Agent or their Agency has been involved;
- b) in any manner and at any time it considers appropriate, the total consolidated amount of all payments made by all Clients to Football Agents or their Agencies in connection with Transactions to which these Regulations apply; and
- c) any decision made pursuant to these Regulations, in any manner and at any time it considers appropriate, including the name and any other relevant information relating to a Football Agent in respect of whom a disciplinary decision has been made. This is in addition to any other power which the Scottish FA has to publish any such information.

PART VI. DISPUTES

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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 (cf. art. 2 par. 2 of the FIFA Football Agent 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, disputes arising out of, or in connection with, a Representation Agreement without an international dimension (cf. article 2 paragraph 3 of the FIFA Football Agent Regulations) shall be determined in accordance with the Dispute Resolution Procedure contained in Annex 1 to these Regulations.

PART VII. DISCIPLINARY MATTERS

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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 the FIFA Football Agent Regulations, the FIFA Statutes or any other FIFA regulations, in accordance with the FIFA Football Agent 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 paragraph 2 of the FIFA Football Agent Regulations); or
- b) any conduct connected to an international transfer or international Transaction.

2.

The FIFA general secretariat shall monitor compliance with the FIFA Football Agent 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 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 the FIFA Football Agent Regulations to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code; and
- d) following an investigation, the FIFA general secretariat may refer cases of ethical misconduct in relation to the FIFA Football Agent Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.

3.

The Judicial Panel of the Scottish FA is competent to impose sanctions on any Football Agent or Client that violates these Regulations. The Scottish FA has jurisdiction to hear complaints about the following:

- a) any conduct connected to a Representation Agreement without an international dimension (cf. article 2 paragraph 3 of the FIFA Football Agent Regulations) and that takes place within the jurisdiction and territory of the Scottish FA; or
- b) any conduct connected to a national Transaction within the jurisdiction and territory of the Scottish FA.

4.

The Scottish FA's Compliance Officer 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 Scottish FA Compliance Officer may lead to sanctions being imposed by the Judicial Panel of the Scottish FA. If requested by the Scottish FA Compliance Officer, a document (or an excerpt) shall be provided in English;
- b) electronic notifications sent by email to the address provided on TMS by the parties are considered valid means of communication and will be deemed sufficient to establish time limits;
- c) following an investigation, the Scottish FA's Compliance Officer may refer cases of non-compliance with these Regulations to the Judicial Panel of the Scottish FA in accordance with the Judicial Panel Protocol of the Scottish FA; and
- d) following an investigation, the Scottish FA's Compliance Officer may refer cases of ethical misconduct in relation to these Regulations to Judicial Panel of the Scottish FA in accordance with the Judicial Panel Protocol of the Scottish FA.

5.

The Scottish FA may, in its sole discretion, refer to (and provide documents to) another member association, a confederation and/or FIFA for resolution of any complaint or allegation of a breach or circumvention of these Regulations or of the FIFA Football Agent Regulations applying to Football Agents where the subject matter involves any Transaction where any Client or Football Agent is subject to the jurisdiction of the other member association, confederation and/or FIFA.

PART VIII. FINAL PROVISIONS

15

Transitory provisions

1.

Representation Agreements that expire on or after 1 January 2024 in force at the time at which the FIFA Football Agent Regulations are approved (on 16 December 2022), notwithstanding those that do not meet the minimum requirements provided in paragraph 7 of regulation 11 of these Regulations, 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 the FIFA Football Agent Regulations (on 16 December 2022) shall be in compliance with the FIFA Football Agent Regulations and these Regulations as from 1 January 2024.

3.

A person that has executed any such Representation Agreement shall obtain a licence pursuant to the FIFA Football Agent Regulations to continue providing Football Agent Services as from 1 January 2024.

4.

From 1 January 2024, the Scottish FA shall continue to have the power to bring charges and impose sanctions in respect of prior breaches of the Scottish FA Working with Intermediaries Regulations. A person that is subject to a sanction under the Scottish FA Working with Intermediaries Regulations at the point at which these Regulations come

into force shall remain subject to such sanction in accordance with the prior decision of the Judicial Panel.

16 Information and personal data

1.

The Scottish FA is the data controller in respect of any personal data provided to the Scottish FA as a result of these Regulations and the Scottish FA will process such personal data in accordance with its obligations under the Data Protection Act 2018.

2.

The Scottish FA will use personal data for the purposes set out in these 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 these Regulations and subject to the consideration of the rights, freedoms and legitimate interests of the data subject.

17 Matters not provided for

1.

Any matters not provided for in these Regulations shall be determined by the Board of the Scottish FA, the decisions of which are final.

2.

Cases of force majeure affecting these Regulations shall be decided by the Board of the Scottish FA, the decisions of which are final.

18 Enforcement

1.

These Regulations were approved by the Board of the Scottish FA on 20 December 2023 and enter into force at 00:00 on 1 January 2024. For the avoidance of doubt, the obligation of Clients to only use Football

Agents to perform Football Agent Services in relation to a Transaction (cf. regulation 5 of these Regulations and article 11 of the FIFA Football Agent Regulations) commences for all Transactions at 00:00 on 1 January 2024.

2.

The Scottish FA Working with Intermediaries Regulations as in force at the date of approval of these Regulations by the Board of the Scottish FA are hereby revoked as from 23:59 on 31 December 2023.

19 **Miscellaneous**

To the extent that any provision of these Regulations or its performance contravenes any applicable law or regulation, it shall be deemed to be null and void, provided that such determination shall not affect the validity and enforceability of any other provision of these Regulations, which shall remain in full force and effect.

ANNEX 1 – DISPUTE RESOLUTION PROCEDURE

1. Where the Scottish FA Football Agent Regulations require the determination of a dispute or other matter in accordance with this Dispute Resolution Procedure, then this Annex 1 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 1 (“**Agent Members**”).
3. Any party entitled and wishing to refer a matter for determination under this Annex 1, in terms of the Scottish FA Football Agent Regulations, (the “**Referring Party**”) shall commence arbitration proceedings for determination of such relevant matter by delivery of a Notice of Agent Referral to all other parties with an interest (the “**Agent Respondent(s)**”), and to the Secretary of the Scottish FA. 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 Agent Respondent.
4. The Notice of Agent Referral shall:
 - a. state the provision within the Scottish FA Football Agent Regulations 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 Agent Referral, the Secretary or his nominee shall send notice (the “**Secretary’s Agent Dispute Notice**”) to the Referring Party and to each Agent Respondent, which notice shall include (a) a copy of the Notice of Agent Referral; and (b) a copy of the provisions of this Annex 1.
 - a. The Referring Party and the Agent Respondent(s) (each a “**Party**” and together the “**Parties**”) shall endeavour, by agreement, to appoint an arbitrator within 14 days of the date on which the Secretary’s Agent Dispute Notice is sent by the Secretary to the Parties (the “**Appointment Period**”). The Parties should generally appoint an arbitrator from the list of Agent 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 Agent Members.

- c. In respect of a dispute in which the Scottish FA is a party (a “**Scottish FA Dispute**”), in such circumstances, the 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**”), provided that if the Parties cannot agree which of the foregoing shall be the arbitrator, any of the Parties may request in writing that the arbitrator be any of the foregoing. 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 1. 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 Articles 99.23; 99.24; 99.25; 99.26; and 99.28 of the Scottish FA Articles of Association; and
- 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 Agent 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; and
 - 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 1, 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 1 shall be final and binding on the Parties. For the avoidance of doubt, the Parties to any arbitration conducted pursuant to this Annex 1 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 2 – EXEMPTIONS FOR TRANSACTIONS WITH A LINK TO GERMANY

1. Link to Germany

1.1. A Transaction shall have a “**Link to Germany**” if:

- a) any Football Agent Services in respect of that Transaction are performed by a natural person who is permanently resident in Germany;
- b) an Agency enters into a Representation Agreement in accordance with these Regulations in respect of that Transaction and that Agency is incorporated in Germany; or
- c) a Client that is a party to that Transaction is permanently resident in Germany.

1.2. A Representation Agreement shall have a “**Link to Germany**” if a party to that Representation Agreement is:

- a) a natural person who is permanently resident in Germany; or
- b) an Agency that is incorporated in Germany.

2. Requirement to obtain FIFA Football Agent’s Licence

A Football Agent that:

- a) performs Football Agent Services in respect of a Transaction that has a Link to Germany, or
- b) enters into a Representation Agreement that has a Link to Germany,

shall not be required to obtain a FIFA Football Agent’s licence before doing so, and the relevant provisions of these Regulations shall be construed accordingly.

3. Disapplied Regulations

The following provisions of these Regulations shall not apply in respect of:
(i) a Transaction that has a Link to Germany; or (ii) a Representation Agreement that has a Link to Germany:

- regulation 6 paragraphs 8, 9 and 10;
- regulation 8 paragraphs 2, 6, 7, 8, 10, 11, 12 and 13;
- regulation 9 paragraphs 2 b), h), j) and k) and 4;
- regulation 12;
- regulation 13 paragraphs 2 and 3; and
- regulation 14 paragraphs 1 and 2.

1 January 2024