



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1827

Zurich, 6 January 2023

FIFA Football Agent Regulations (2022 edition)

Dear Sir or Madam,

We are pleased to inform you that the FIFA Council approved the FIFA Football Agent Regulations (hereinafter the “FFAR”) at its meeting on 16 December 2022.

In Making Football Truly Global: The Vision 2020-2023, FIFA identifies “modernising the football regulatory framework” as the first of its core strategic goals. The regulation of the occupation of football agents within the context of the football transfer system is a core element of that strategic goal.

The objectives behind the FFAR are to ensure that football agents’ conduct is consistent with the core objectives of the football transfer system, particularly the integrity of football as a whole, and to guarantee minimum professional and ethical standards for the occupation of football agent.

The FFAR were adopted following a comprehensive, genuine, and inclusive consultation process where over 300 proposals regarding the FFAR were considered and analysed over the last four years.

FIFA’s consultation and reform process regarding the FFAR as a whole was and is publicly accompanied and supported by various institutions and bodies. FIFA’s proposed football agent framework is in line with the European Parliament report on EU sports policy and the Council of Europe report on football governance, which have recently recognised and supported FIFA’s efforts to modernise the current transfer system, and particularly the new FFAR.

Following the entry into force of the FFAR, which govern the occupation of football agents within the international transfer system and apply to all representation agreements with an international dimension, the FIFA Regulations on Working with Intermediaries are immediately repealed.

In summary, the FFAR provide FIFA, together with its member associations and stakeholders, with a balanced and reasonable legal instrument to protect the integrity of football and the proper functioning of the football transfer system.



You will find enclosed with this circular the following:

- FFAR (2022 edition)
- Enclosure 1: Explanatory notes on the FIFA Football Agent Regulations
- Enclosure 2: Information concerning the application of the FIFA Football Agent Regulations

Furthermore, informative videos and the relevant FAQ section are already available on legal.fifa.com.

Please do not hesitate to contact us at AgentsDepartment@fifa.org should you have any questions in this regard.

We thank you for your attention and for ensuring that you and your affiliated clubs and relevant stakeholders are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read 'FS', is written over a horizontal line. The signature is stylized and cursive.

Fatma Samoura
Secretary General

Enclosures: as mentioned

- Cc:
- FIFA Council
 - Confederations
 - ECA
 - FIFPRO
 - World Leagues Forum
 - Agents' associations



Enclosure 1

Explanatory notes on the FIFA Football Agent Regulations

Football agent, football agent services, representation agreements, representation/remuneration limitations, enforcement and disputes

January 2023

1. Introduction

This document aims to provide additional and relevant guidance to FIFA member associations and their stakeholders in relation to the main concepts in the new FIFA Football Agent Regulations (hereinafter the “FFAR”). Please consult the FFAR for the definitions of the terms used in this document.

2. What is a football agent?

A football agent is defined as a natural person licensed by FIFA to perform football agent services on behalf of a client with the purpose of concluding a transaction. Such a person may represent players, coaches, clubs, single-entity leagues and member associations (hereinafter “Clients”).

A transaction is:

- i. the employment, registration or deregistration of a player with a club or a single-entity league;
- ii. the employment of a coach with a club, single-entity league or a member association;
- iii. the transfer of the registration of a player from one club to another; or
- iv. the creation, termination or variation of an individual’s terms of employment.

Only individuals licensed by FIFA as football agents are permitted to provide football agent services to Clients.

3. What are football agent services?

Football agent services are defined as football-related services performed for or on behalf of a Client, including any negotiation, communication relating or preparatory to the same, or other related activity with the purpose, objective and/or intention of concluding a transaction.

4. How may a football agent perform football agent services for a Client?

A football agent may only perform football agent services for a Client after entering into a written “**representation agreement**” with that Client.

A representation agreement is “a written agreement [between a football agent and their Client] for the purpose of establishing a legal relationship to provide football agent services” (cf. Definitions in the FFAR) and must comply with the minimum requirements established in article 12 of the FFAR.

A representation agreement will only be valid if it is concluded in writing and if it contains the following minimum requirements:

- i. The names of the parties
- ii. The duration (if applicable)
- iii. The amount of service fee due to the football agent
- iv. The nature of the football agent services to be provided
- v. The parties’ signatures

FIFA will provide interested parties with a template of a recommended standard representation agreement.

5. Do the FFAR restrict the length of the representation agreement?

The period of validity of a representation agreement concluded between a player or a coach, as a Client, on one side, and a football agent, on the other, may not exceed two years. This term may be extended by a new representation agreement only. Any automatic renewal clause, or any other provision that purports to extend any term of the representation agreement beyond the maximum period, will be null and void.

In addition, a football agent may only execute one representation agreement with the same player or coach at any one time. Before entering into a representation agreement with a player or a coach, or before amending an existing representation agreement, the football agent must:

- i. inform the player or coach in writing that they should consider taking independent legal advice in relation to the representation agreement; and
- ii. obtain the player’s or coach’s written confirmation that they have either obtained or decided not to take such legal advice.

There is no maximum duration for representation agreements concluded between a club, member association or single-entity league as a Client, on one side, and a football agent, on the other. A football agent may enter into multiple representation agreements with such Clients at any one time, subject to those agreements relating to different transactions.

6. Who pays for the football agent services?

The client-pays model is introduced by the FFAR. This means that, as a general rule, a football agent will be paid directly by their Client(s) for providing football agent services to them.

However, a club, member association or single-entity league may agree with a player or coach to pay the agreed service fee to a football agent in accordance with the representation agreement, provided that the player's or coach's negotiated annual remuneration (excluding any conditional payments) is less than USD 200,000 (or equivalent) and where certain other conditions are met.

A football agent may receive a service fee only if the fee corresponds to the services stipulated in advance in a representation agreement, and the representation agreement is in force at the time of the relevant football agent services being performed.

7. Are there any limitations on the football agent's service fee?

Since the main objective of the FFAR is to protect the integrity of football and the proper functioning of the transfer system, a maximum service fee (hereinafter the "**Service Fee Cap**") is being introduced.

In that regard, the following Service Fee Cap applies based on the nature of the Client (cf. art. 15 of the FFAR):

Client	Service Fee Cap	
	<i>Individual's annual remuneration less than or equal to USD 200,000 (or equivalent)</i>	<i>Individual's annual remuneration above USD 200,000 (or equivalent)</i>
Individual	5% of the individual's remuneration	3% of the individual's remuneration
Engaging entity	5% of the individual's remuneration	3% of the individual's remuneration
Engaging entity and individual (permitted dual representation)	10% of the individual's remuneration	6% of the individual's remuneration
Releasing entity (transfer compensation)	10% of the transfer compensation	

8. How many Clients can a football agent represent in a single transaction?

One of the main objectives of the FFAR includes “limiting conflicts of interest to protect Clients from unethical conduct” (cf. art. 1 par. 2 c) of the FFAR). It is legitimate – and in fact necessary – for FIFA to limit conflicts of interest that give rise to integrity concerns, and indeed to prohibit unjustifiable conflicts of interest.

In that sense, the general principle is that a football agent may only perform football agent services on behalf of one party in a transaction, subject to the sole exception under which a football agent may perform football agent services and other services for an individual and an engaging entity in the same transaction, i.e. dual representation (cf. art. 12 par. 8 of the FFAR).

If a football agent wishes to provide football agent services through dual representation to both an engaging entity and an individual in the same transaction, they may only do so if both of their Clients have explicitly agreed to it in advance and in writing. In this case, the engaging entity may pay up to 50% of the total service fee due to the football agent.

This means that a football agent may not perform football agent services or other services in the same transaction for:

- i. a releasing entity and individual; or
- ii. a releasing entity and engaging entity; or
- iii. all parties of such transaction.

Other services are defined as “any services performed by a Football Agent for or on behalf of a Client other than Football Agent Services, including but not limited to, providing legal advice, financial planning, scouting, consultancy, management of image rights and negotiating commercial contracts” (cf. Definitions of the FFAR).

By way of illustration, if a football agent is performing football agent services or other services in a transaction for a releasing entity, they may not perform any of those services for any of the other parties to that transaction (engaging entity or individual).

9. Who has jurisdiction to resolve disputes between football agents and Clients?

As an important step in ensuring that any disputes concerning the football agent services are resolved fairly and equally for all participants in the transfer system, FIFA dispute resolution systems are being reintroduced under the FFAR for disputes arising out of, or in connection with, a representation agreement with an international dimension. In other words, FIFA will have jurisdiction to resolve disputes between football agents and Clients in relation to representation agreements with an international dimension.

A representation agreement will have an international dimension whenever:

- i. it governs football agent services related to a specified transaction in connection with an international transfer (or a move of a coach to a club affiliated to a different member association than their previous employer or the move of a coach to another member association than their previous employer); or
- ii. it governs football agent services related to more than one specified transaction, one of which is connected to an international transfer (or a move of a coach to a club affiliated to a different member association than their previous employer or the move of a coach to another member association than their previous employer).

The procedural costs for such disputes involving football agents and Clients will be free of charge before the Agents Chamber of the Football Tribunal.

Furthermore, please note that the Agents Chamber of the Football Tribunal will deal with any disputes as from 1 October 2023 and regarding representation agreements entered into by a football agent and Clients on or after the said date.

The decision-making body identified in the national football agent regulations of the relevant member association has jurisdiction to determine disputes arising out of, or in connection with, a representation agreement with no international dimension.

10. Who has competence to enforce further provisions of the FFAR?

In addition to the jurisdiction to resolve contractual disputes, FIFA will also have competence to enforce further provisions of the FFAR, regardless of the existence of a contractual dispute. This competence will notably concern the possible imposition of sanctions for behaviour in violation of the FFAR.

The competence to enforce such further provisions of the FFAR depends on the circumstances of each specific case and, in particular, on the nature of the conduct of the football agent and client. FIFA will generally have jurisdiction regarding:

- i. any conduct connected to a representation agreement with an international dimension (cf. art. 2 par. 2); and
- ii. any conduct connected to an international transfer or international transaction.

In other words, whereas the jurisdiction for contractual disputes generally depends on the existence of a representation agreement with an international dimension, the competence to enforce further provisions of the FFAR, notably to impose sanctions, is defined more broadly. It is triggered as soon as a specific case is connected to an international transfer or an international transaction.

On the other hand, the relevant member associations are responsible for enforcing their respective national football agent regulations and, as the case may be, imposing sanctions on any football agent or Client that violates such national football agent regulations.

This means that the relevant member association will have jurisdiction over:

- i. any conduct connected to a representation agreement without an international dimension (cf. art. 2 par. 3); or
- ii. any conduct connected to a national transfer or national transaction.

By way of illustration, if an agent acts in a purely national context, e.g. advises a player about signing their first employment contract with a club (not connected with an international transfer), this will fall within the remit of the respective national football agent regulations. Therefore, any breach of such regulations will fall within the competence of the concerned member association.

On the other hand, as soon as there is an international element (notably where a representation agreement has an international dimension and/or the conduct relates to an international transfer or international transaction), the FFAR will apply, and FIFA will have the competence to enforce the FFAR.

A table explaining which body has the competence to enforce the FFAR:

Conduct connected with	Competence
Representation agreement with an international dimension International transfers or an international move of a coach Ongoing licensing requirements (Eligibility requirements, FIFA’s continuing professional development requirements, annual fee payment)	FIFA
Representation agreement without an international dimension National transfers First professional contract (not connected with an international transfer) Renegotiation of an employment contract in a purely domestic context	Member association

11. When will the FFAR enter into force?

The FFAR will enter into force as follows:

- i. On 9 January 2023: articles 1 to 10 and articles 22 to 27, which generally relate to the processes for obtaining a licence
- ii. On 1 October 2023: the remaining articles, which generally relate to acting as a football agent and the obligations of football agents and Clients.

This means that the provisions that regulate how to become a football agent, i.e. the licensing procedure, will enter into force on 9 January 2023, while the provisions regarding the activity of football agents will enter into force only on 1 October 2023. This is to allow sufficient time for interested individuals to become fully licensed as football agents in accordance with the FFAR.

As from 1 October 2023, any individual who provides football agent services to a Client must hold a licence issued by FIFA in accordance with the FFAR. This means that intermediaries in the context of the FIFA Regulations on Working with Intermediaries will not be able to perform football agent services for Clients as from 1 October 2023.

12. How will member associations introduce their own national football agent regulations?

Each member association must implement and enforce national football agent regulations by 30 September 2023 with the aim of regulating the activity of football agents at national level. These national football agent regulations will apply to all representation agreements that have no international dimension (cf. arts 2 and 3 of the FFAR).

FIFA will make the relevant templates for the national football agent regulations available on www.fifa.com/legal. These can be used by member associations and will provide assistance in resolving any outstanding questions. Most of the member associations have already assigned a contact person to the FIFA Agents Department to deal with the licensing and regulatory matters concerning the FFAR.

Following the approval of the national football agent legal framework by 30 September 2023, the member associations are instructed to provide a copy of their domestic regulations to FIFA in one of the official FIFA languages. Any amendment or change to the national football agent regulations must be reported to FIFA in the same manner within 30 days of their approval. Upon request, member associations must provide FIFA with a copy of their national football agent regulations for review.

13. What about existing representation agreements?

A representation agreement that is in force at the time the FFAR are approved will remain valid until its natural expiry and may not be extended.

Any new representation agreements or renewals of existing representation agreements concluded after the FFAR are approved must comply with the FFAR as from 1 October 2023. In other words, where necessary, contractual terms will have to be amended to be in compliance with the FFAR as per 1 October 2023, to avoid possible sanctions. For the avoidance of doubt, FIFA will not enforce any commission claim in excess of the applicable service fee cap (or any decision granting such a claim), if such claim has been triggered after 1 October 2023, even if it is based on a contract concluded between the approval of the FFAR and 30 September 2023 (inclusive).

In any event, any person who has entered into any such existing representation agreement must obtain a licence pursuant to the FFAR to continue providing football agent services as from 1 October 2023 (cf. art. 22 par. 3 of the FFAR). Otherwise, they may not provide football agent services after that date.

14. What is the Football Agent Working Group?

FIFA will establish a Football Agent Working Group composed of representatives of professional football stakeholders and agent organisations, which will act as a permanent consultative body in relation to any football agent-related matters.



Enclosure 2

Information Concerning the Application of the FIFA Football Agent Regulations

Timeline, exams, licence, CPD and legacy agents

January 2023

1. Introduction

Following the approval of the FIFA Football Agent Regulations (hereinafter the “FFAR”), this document is intended to provide further information and clarification concerning the application of the FFAR. Please consult the FFAR for the definitions of the terms used in this document.

2. Timeline

The following timeline applies immediately, upon approval of the FFAR:

Item	Date
FFAR partially enters into force (articles 1 to 10 and 22 to 27)	9 January 2023
FIFA Agent Platform goes live	9 January 2023
Licensing application window opens for the <u>first FIFA football agent exam</u>	9 January 2023
Last date to apply for the <u>first FIFA football agent exam</u>	15 March 2023
First FIFA football agent exam	19 April 2023
Licensing application window opens for the <u>second FIFA football agent exam</u>	1 May 2023
Last date to apply for the <u>second FIFA football agent exam</u>	31 July 2023
Second FIFA football agent exam	20 September 2023
Deadline for Legacy Football Agents to submit a request for a FIFA football agent licence	30 September 2023
Deadline for member associations to introduce national football agent regulations	30 September 2023
Last day on which intermediaries (under the FIFA Regulations on Working with Intermediaries) may perform football agent services without a FIFA football agent licence	30 September 2023
Remaining articles of the FFAR come into force	1 October 2023
Obligation to use FIFA licensed agents enters into force	1 October 2023
Deadline to apply for the third FIFA football agent exam	1 January 2024 to 31 March 2024
Third Football Agent Exam	May 2024 (to be confirmed)
Deadline to apply for the fourth FIFA football agent exam	1 July 2024 to 30 September 2024
Fourth Football Agent Exam	November 2024 (to be confirmed)
Payments to football agents via the FIFA Clearing House	To be confirmed
FIFA football agent exams in 2025 and beyond	To be confirmed

3. How do you obtain a football agent licence?

To obtain a licence to act as a football agent, a natural person (hereinafter the “Candidate”) must:

- submit a complete application via the FIFA Agent Platform (hereinafter the “Agent Platform”) on agents.fifa.com;
- comply with the eligibility requirements (cf. art. 5 of the FFAR);
- successfully pass the football agent exam conducted by FIFA (cf. art. 6 of the FFAR); and
- pay an annual fee to FIFA (cf. art. 7 of the FFAR).

The failure of a Candidate to satisfy any of the eligibility requirements will result in:

- their being prohibited from sitting the FIFA football agent exam; and
- their licence application being denied.

The FIFA general secretariat is responsible for investigating compliance with the eligibility requirements. In that regard, any Candidate who receives a notice requesting information from the FIFA general secretariat must cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the Candidate but which they are entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, documents (or excerpts) must be provided in English, French or Spanish.

In addition, each member association must assist FIFA in investigating any potential non-compliance with the eligibility requirements established under article 5 of the FFAR, by providing all relevant information at its disposal or requested by FIFA.

- Notification of failure to satisfy the eligibility requirements will be made by the FIFA general secretariat. If no such notification is made, the Candidate may take the FIFA football agent exam.
- This notification will be considered a final decision by the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

4. When is it possible to apply for a licence to act as a football agent?

As from 9 January 2023, a natural person may apply for a licence to act as a football agent via the Agent Platform. However, the FIFA football agent exam will only be held periodically and applications to sit the exam will only be accepted during specific windows.

There will be two FIFA football agent exams in 2023. The following application deadlines will apply:

- from **9 January 2023** to **15 March 2023** for the first FIFA football agent exam **on the 19 April 2023**
- from **1 May 2023** to **31 July 2023** for second FIFA football agent exam **on 20 September 2023**

By way of example, if a natural person applies for a licence before or on 15 March 2023, they will be eligible to take the first FIFA football agent exam on 19 April 2023.

In 2024 and 2025, FIFA will hold two football agent exams each calendar year, in May and November. The following application deadlines will apply:

- **31 March** 2024/2025 for exam in May 2024/2025; and
- **30 September** 2024/2025 for exam in November 2024/2025.

As from 2026, FIFA will hold one football agent exam in May each year. Every year, the application deadline will be 31 March.

The exact dates of each exam will be made available on FIFA.com and the Agent Platform. The exam will be scheduled to take place on one day only.

5. What is the FIFA football agent exam?

The FIFA football agent exam will test Candidates' knowledge of the FIFA regulations that govern the football transfer system, as well as relevant case studies. The regulations are:

- (i) FFAR;
- (ii) FIFA Regulations on the Status and Transfer of Players;
- (iii) FIFA Statutes;
- (iv) FIFA Code of Ethics;
- (v) FIFA Disciplinary Code; and
- (vi) FIFA Guardians: Child Safeguarding Toolkit.

Please note that additional FIFA regulations may be included in the exam by the FIFA general secretariat. Please always make sure to check the newest version of the study materials available in the Platform.

There is no formal educational requirement to take the exam nor are there exemptions based on a Candidate's profession (e.g. for lawyers, accountants, former players or coaches). The only exemption from the exam will be given to:

- (i) individuals formerly licensed as agents pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 edition), as detailed below; and
- (ii) individuals licensed in accordance with the national licensing systems governed by domestic national law of the territory of each member association, provided that such exemptions are approved by FIFA following a request by the relevant member association on the Agent Platform.

The exam will be held online in English, French and Spanish for all Candidates and the same database of questions will be used regardless of the testing venue. Each Candidate will receive a unique set of automatically generated questions from the FIFA database.

The following conditions apply to each exam (cf. art. 6 of the FFAR):

- It will be invigilated by a member association.
- It will be taken at a member association-approved venue.
- Each Candidate must use their own personal computing device (e.g. laptop) and their own internet hotspot to complete the exam (no mobile phones allowed) in accordance with the Football Agent Exam Rules available on the Agent Platform.
- It will consist of 20 multiple-choice questions (single or several answers may be correct) with each correct answer worth 5% of the total mark.
- Each Candidate will take the exam individually. Candidates will be allowed to consult materials on the Agent Platform or their own materials (i.e. it will be an open book exam), but may not consult any other person (by any means) while taking the exam.
- It will last 60 minutes and the pass mark will be 75%.

A Candidate fails an exam if:

- they score a mark of 74% or lower;
- they fail to attend;
- the member association that invigilates the exam determines that the Candidate acted dishonestly when sitting it;
- they fail to prove their identity to the relevant member association;

- they fail to pay the fee to the relevant member association (if applicable); or
- they fail to bring a working, compatible personal computing device and/or internet hotspot to the exam.

If a Candidate fails an exam, they may retake it on the next available date. If they were deemed to have acted dishonestly when sitting the exam or scored a mark of 74% or lower, they may request within five days of the relevant notification written reasons for their failure or a review of their exam result, respectively.

FIFA reserves the right to introduce a proctoring system to add credibility to the scoring of each Candidate, should it see fit to do so.

For further information regarding the exam, Candidates should study and comply with the exam rules that will be made available on the Agent Platform. A pilot/demonstration of the exam will be made available on the Agent Platform.

6. How will member associations be involved in the exam?

The exam will be delivered online at the premises of all member associations (or member association-approved premises if necessary for logistical reasons) and each member association will have to comply with the minimum level of testing requirements and standards prescribed by FIFA to allow Candidates to take the exam.

FIFA will provide the relevant training to member association staff, but the organisation of all local logistical and administrative duties in relation to the exam will be carried out by each respective member association, including, but not limited to:

- providing an appropriate testing venue for the Candidates, subject to public health and safety limitations;
- updating the relevant logistical information for the exam on the Agent Platform;
- ensuring that the identity of each Candidate for the exam matches their application documentation;
- overseeing the testing venue to ensure a fair, honest and transparent testing procedure;
- reporting any identified issues or concerns in relation to the Candidates and the exam to FIFA via the Agent Platform; and

- (optional) providing a stable wireless internet connection to Candidates voiding Candidates' requirement to provide a personal hotspot and specifying that on the Agent Platform.

Please note that Candidates wishing to take the exam will be free to choose a testing venue from a number of locations worldwide.

7. How much does the FIFA licence fee cost and what does it cover?

The annual licence fee to be paid to FIFA is USD 600, due by 30 September each year, as stipulated on the Agent Platform. It is to be paid electronically via the Agent Platform.

It covers the full licence fee and ensures free access to the Agent Platform, FIFA's continuing professional development ("CPD") programme and the relevant dispute resolution procedures within the Agents Chamber of the Football Tribunal.

The member associations may not charge a football agent any registration fee, unless permitted to do so by national law.

8. What does it mean to have a licence issued by FIFA?

The licence issued by FIFA authorises a football agent to conduct football agent services anywhere in the world.

It is issued for an indefinite period, subject to ongoing licensing requirements (please see the next section) and is strictly personal and non-transferable.

9. What does a football agent need to maintain their licence?

In accordance with article 17 of the FFAR, football agents must:

- meet the eligibility requirements at all times (cf. art. 5 of the FFAR);
- pay the annual licence fee to FIFA within the deadline stipulated on the Agent Platform (article 7 of the FFAR);
- comply with the CPD requirements (cf. art. 9 of the FFAR); and
- comply with their reporting obligations (cf. art. 16 par. 2 and 4 of the FFAR).

If they fail to comply with these requirements, their licence will automatically be provisionally suspended.

10. What is FIFA's CPD programme?

In line with FIFA's commitment to ensure the quality of the services provided by football agents to their clients worldwide, FIFA has designed a Continuing Professional Development (CPD) programme. The aim of the programme is to provide football agents with an in-depth analysis of the main regulatory and institutional topics and a hands-on approach to key aspects of agency in football that will ensure that they have the necessary level of professional expertise for the football transfer market.

FIFA's CPD programme has several learning paths and courses on different topics relevant to football agents, which are all in digital format, accessible on a dedicated e-Learning platform via the Agent Platform, and included in the licence fee.

As set out in article 9 of the FFAR, to maintain their licence, a football agent must comply with the CPD requirements on an annual basis. In this regard, we would note the following:

- A football agent must earn a minimum of 20 credits per CPD calendar year (hereinafter the "CPD Requirements").
- A CPD calendar year runs from 1 October to 30 September each year.
- Football agents must comply with the CPD Requirements by 30 September of each year.
- Each course will be assigned a certain number of credits depending on its complexity, length and relevance.
- CPD credits are only awarded to the football agent if they complete the course and successfully pass an assessment at the end of each course (with a score of at least 80%).
- CPD credits will be awarded and re-awarded by FIFA every October.
- CPD credits earned in one calendar year may not be used in a different calendar year to meet the CPD Requirements.
- A football agent may revisit learning paths and courses that they have already taken, even if they have achieved the respective CPD Requirements of that calendar year.
- Every ten years, from the first CPD calendar year, the CPD Requirements will be reduced by 25% (e.g. in the 11th year as from the first CPD calendar year, the football agent must earn 15 credits, rather than 20).

- If a football agent fails to meet the CPD Requirements, their licence will automatically be provisionally suspended.
- If a football agent fails to comply with the CPD Requirements within 60 days of their licence being provisionally suspended, the licence will be automatically withdrawn.

11. What are the requirements to represent a minor?

Any approach to enter into, and/or any subsequent execution of any representation agreement with a minor or their legal guardian in relation to any football agent services will only be allowed six months before the minor reaches the age at which they may sign their first professional contract in accordance with the law applicable in the country or territory of the member association where the minor will be employed (cf. art. 13 par. 1 of the FFAR). A minor may only be approached after obtaining prior written consent from the minor's legal guardian.

Furthermore, a football agent that wishes to represent a minor or a club in a transaction involving a minor must first successfully complete the mandatory designated CPD course on minors (cf. art. 13 par. 2 of the FFAR) that will be made available via the Agent Platform. They must then pass an assessment at the end of the course to gain the relevant accreditation. Furthermore, they must comply with any requirement to represent a minor established by the applicable law in the country or territory of the member association where the minor will be employed.

After successfully completing the designated CPD course on minors, a football agent will gain accreditation to take part in transactions involving a minor for three years. Such accreditation can be renewed by retaking the designated CPD course.

Finally, a valid representation agreement needs to be co-signed by the minor's legal guardian as provided by the law of the territory or country of the member association where the minor will be employed.

12. What is the status of agents formerly licensed by FIFA or by a member association and what are the criteria governing the recognition of national licensing systems?

As set out in article 23 of the FFAR, an individual formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 edition) may be exempt from the FIFA football agent exam, subject to compliance with the relevant requirements established by the FFAR (hereinafter the "Legacy Football Agent"), in particular by submitting an application for a licence up to and including 30 September 2023.

The failure of a Legacy Football Agent to satisfy the relevant requirements will result in their licence application being denied.

The FIFA general secretariat is responsible for investigating compliance with those requirements. Any potential Legacy Football Agent that receives a notice requesting information from the FIFA general secretariat must cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the Legacy Football Agent but which they are entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, a document (or an excerpt) must be provided in English, French or Spanish.

Each member association must assist FIFA in investigating any potential non-compliance with the relevant requirements established under article 23 of the FFAR by providing all relevant information at its disposal or requested by FIFA.

Notification of a failure to satisfy the requirements will be considered a final decision by the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes.

If a Legacy Football Agent meets the relevant conditions, they will be issued a licence in accordance with article 8 of the FFAR. They will subsequently be subject to the ongoing licensing requirements set out in the FFAR (cf. art 17 of the FFAR), with the exception that they will be required to earn 40 credits per CPD calendar year for five years (hereinafter the “Legacy CPD Requirements”) as from October. Once those five years have elapsed, they will be subjected to the CPD Requirements like any other football agent. All the remaining CPD conditions set out above will apply.

In addition, in countries or territories where national law for licensing sports agents exists for services equivalent or similar to football agent services, such licensing systems may be recognised by FIFA subject to the fulfilment of conditions established in article 24 of the FFAR. If that is the case, any person licensed to perform services equivalent to football agent services in those countries or territories may be exempt from the FIFA football agent exam and be issued a licence, subject to compliance with the relevant requirements established by the FFAR (“National Law Football Agent”). They will also subsequently be subject to the Legacy CPD Requirements for five years as from October of that calendar year. Once those five years have elapsed, they will be subjected to the CPD Requirements like any other football agent. All the remaining CPD conditions set out above will apply.



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1867

Zurich, 7 December 2023

Failure to respect settlement agreements – competence of the FIFA Disciplinary Committee

Dear Sir or Madam,

On 16 December 2022, the FIFA Council adopted the 2023 edition of the FIFA Disciplinary Code (**FDC** – cf. [FIFA circular no. 1833](#)).

In this respect, and in line with FIFA's commitment to achieving (financial) justice, a number of important changes were made to article 21 of the FDC (formerly art. 15, 2019 edition).

Amongst others, one such amendment was the inclusion of article 21 paragraph 9 of the FDC in order to grant the FIFA Disciplinary Committee the competence to enforce private settlement agreements concluded in the context of disciplinary proceedings opened against a debtor with respect to a final and binding decision issued by FIFA or the Court of Arbitration for Sport (**CAS**)¹.

In this context, in light of the number of settlement agreements concluded by parties in connection with financial decisions and the related volume of requests received by the FIFA administration, the purpose of this circular is to clarify the scope and/or the application of this provision.

a. Settlement agreements concluded in the context of disciplinary proceedings opened against a debtor

Prior to the entry into force of the 2023 edition of the FDC, the conclusion of a settlement agreement would lead to the termination of (or prevent the initiation of) disciplinary proceedings. Indeed, in accordance with [FIFA circular no. 1628](#), non-compliance with the

¹ Art. 21 par. 9 FDC: "The Disciplinary Committee shall be competent to decide on cases related to the failure to respect settlement agreements concluded in the context of disciplinary proceedings opened against a debtor with respect to a final and binding financial decision issued by a body, a committee, a subsidiary or an instance of FIFA or by CAS."



agreement had to be resolved by the Football Tribunal or the relevant competent body as chosen by the parties.

As such, with a view to avoiding this need for parties to initiate a new procedure before the Football Tribunal or the relevant competent body to enforce such a settlement agreement, the FDC was amended in order to provide the Disciplinary Committee with the competence to enforce such agreements, this being provided that the applicable settlement concluded was directly linked to a final and binding financial decision issued by FIFA or CAS.

More specifically, if, following the opening/initiation of disciplinary proceedings in relation to (non-compliance with) a financial decision passed by FIFA (the Football Tribunal) or CAS, the parties decide to settle their dispute by means of a private settlement agreement, the Disciplinary Committee is now, pursuant to article 21 paragraph 9 of the FDC, competent to enforce such an agreement without the need for a new complaint to be lodged before the Football Tribunal (or the relevant competent body as chosen by the parties).

For the sake of good order, we would like to clarify that this procedure shall exclusively apply to those agreements concluded following the entry into force of the 2023 edition of the FDC, i.e. as from 1 February 2023.

b. Settlement agreements concluded after a financial decision passed by a body, a committee, a subsidiary or an instance of FIFA or by CAS

Based on its wording, the scope of article 21 paragraph 9 of the FDC should, in principle, be limited to those agreements concluded “in the context of disciplinary proceedings opened against a debtor with respect to a final and binding financial decision issued by a body, a committee, a subsidiary or an instance of FIFA or by CAS”.

Notwithstanding the foregoing and taking into account the rationale behind the implementation of such provision as explained *supra.*, it is considered that the competence granted to the Disciplinary Committee under article 21 paragraph 9 of the FDC shall also cover agreements concluded after any decision passed by a body, a committee, a subsidiary or an instance of FIFA or by CAS.

In other words, following the notification of such decision rendered by FIFA or CAS, if the relevant parties then conclude a private settlement agreement in order to settle their dispute, the Disciplinary Committee shall also be competent to enforce such agreement in accordance with article 21 paragraph 9 of the FDC, without the need for a new complaint to be lodged before the Football Tribunal (or the relevant competent body as chosen by the parties).



Similarly, the above shall exclusively apply to those agreements concluded following the entry into force of the 2023 edition of the FDC, i.e. as from 1 February 2023.

c. Other settlement agreements

Finally, and for the sake of good order, we would like to clarify that any settlement agreement concluded outside of the framework(s) stipulated above, i.e. any settlement falling outside of the remits of sections a. or b. *supra*, will remain subject to the provisions of FIFA circular no. 1628.

Consequently, any claim arising from a breach of these types of agreements shall still be lodged before the Football Tribunal or before the relevant competent bodies at national or international level, as mutually agreed by the parties.

Should you have any questions, please contact Julien Deux, Head of Judicial Bodies (Adjudicatory) at legal@fifa.org.

We thank you for your kind attention to the above and for ensuring that your affiliated clubs are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", written in a cursive style.

Mattias Grafström
Secretary General ad interim

cc: - FIFA Council
 - Confederations
 - FIFA judicial bodies
 - FIFA Football Tribunal
 - ECA
 - FIFPRO
 - World Leagues Forum



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1873

Zurich, 30 December 2023

FIFA Football Agent Regulations: update on implementation

Dear Sir or Madam,

On 16 December 2022 the FIFA Council approved the FIFA Football Agent Regulations (hereinafter the “FFAR”), which provide with a balanced and reasonable legal instrument to protect the integrity of football and the proper functioning of the football transfer system.

Subsequently, FIFA was subject to a coordinated litigation strategy, which involved agents and agents’ associations filing lawsuits against FIFA across Europe to challenge the legality of the FFAR and to delay their entry into force.

FIFA has so far prevailed in the vast majority of those disputes. Specifically, the Court of Arbitration for Sport (CAS), the court of supreme instance for sports-related disputes recognised under the FIFA Statutes, has confirmed the legality and proportionality of the FFAR. Courts and/or competition authorities in various countries have rejected several requests from agents to annul the FFAR, declare them invalid, or to delay their entry into force. Moreover, a procedure concerning the validity of the FFAR, in which different institutions have supported the FFAR, is pending before the European Court of Justice.

District Court of Dortmund (Landgericht Dortmund) case 8 O 1/23

On 24 May 2023, a preliminary injunction (the “Injunction”) against certain aspects of the FFAR rules was by the District Court of Dortmund in Germany in the procedure LG Dortmund, 8 O 1/23 (Kart).

The Injunction requests FIFA to suspend the application and enforcement of the certain provisions of the FFAR:

- The service fee cap (article 15 paragraphs 1-4)
- The rules concerning service fee payments (article 14 paragraphs 6, 8 and 11)
- The client pays rule (article 14 paragraphs 2 and 10)
- The rules regarding the timing of service fee payments (article 14 paragraphs 7 and 12)
- The prohibition of double representation (article 12 paragraphs 8-10)
- The reporting obligations (article 16 paragraphs 2 h), j), k) and 4)
- The rules regarding disclosure and publication (article 19)



- The submission rule (article 4 paragraph 2; article 16 paragraph 2 b); article 3 paragraphs 2 c) and d); article 20; and article 21)
- The rule that service fee payments must be made via the FIFA Clearing House (article 14 paragraph 13)

This Injunction is inconsistent with previous judicial decisions in other European countries, the CAS award as well as previous decisions in Germany, including from appeals courts. FIFA has therefore initiated appeal proceedings against the Injunction and an appeal decision is expected in the first semester of 2024.

In order to comply with the Injunction, FIFA will suspend the implementation of the FFAR for any transfer which has a link to the European Union. Implementing the Injunction only for transfers linked to the European Union would create a situation of unequal legal standards within the international transfer system, in particular between Europe and the rest of the world. As the world governing body of football and a prudent and responsible regulator, FIFA has a duty to prevent such uncertainty and inequality and protect competitive balance at a worldwide level.

In light of the foregoing, on 30 December 2023 the Bureau of the Council approved **the worldwide temporary suspension of the FFAR rules affected by the above-mentioned German court decision, until the European Court of Justice renders a final decision in the pending procedures concerning the FFAR,**

In this light, we recommend all the member associations to temporarily suspend the equivalent provisions from their national football agent regulations, unless they conflict with mandatory provisions of the law applicable in their territory.

FIFA remains convinced that the FFAR are a necessary, proportionate and fully legal regulatory step to address systemic failures within the international transfer system. Not only all football stakeholders, but also all European political authorities have confirmed the importance of such a regulatory framework.

We thank you for your attention and for ensuring that your affiliated clubs and relevant stakeholders are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", written over a light blue circular stamp.

Mattias Grafström
Secretary General ad interim



- cc:
- FIFA Council
 - Confederations
 - Football Agent Working Group



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1874

Zurich, 10 January 2024

FIFA Football Agent Regulations: licensing updates and information on the Agents Chamber of the FIFA Football Tribunal

Dear Sir or Madam,

Firstly, we would like to thank you for all your efforts and hard work on the implementation of the FIFA Football Agent Regulations (**FFAR**), including the organisation of the first two editions of the FIFA Football Agent exam during the past year 2023 (hereinafter the “**Exam**”).

With these efforts, the transition phase towards the full implementation of the FFAR has been successfully completed, with more than 5,000 Football Agent licences having been granted worldwide, national football agent regulations being approved by member associations and the members of the Agents Chamber of the FIFA Football Tribunal appointed.

We wish to provide you hereinafter with some licensing updates and information on the Agents Chamber.

1. Licensing of Football Agents

In accordance with Enclosure 2 to [circular no. 1827](#), we are providing you with additional information on the licensing of Football Agents for the year 2024.

We kindly remind you that only individuals that have been granted a Football Agent licence by FIFA pursuant to the FFAR can provide Football Agent Services, as defined in the FFAR and the applicable national football agent regulations.

Any breaches of the FFAR, including evidence of non-licensed activity of individuals or companies, can be reported on the [FIFA Reporting Portal](#).



Exam licensing path (art. 4 of the FFAR)

We kindly inform you of the dates have been set for the next exam, due to take place in 2024.

FIFA Football Agent exam	
Application period	9 January to 31 March 2024
Exam date	22 May 2024

We kindly remind you that all applications are to be submitted on the FIFA Agent Platform (hereinafter the “**Platform**”) by interested candidates and will be regularly reviewed by member associations through their user accounts registered on the Platform. For the avoidance of any doubt, all deadlines for the submission of applications on the Platform correspond to Central European Time (CET).

After reviewing feedback received from the members of the FIFA Football Agent Working Group (“**FAWG**”) and from candidates, the FIFA administration hereby kindly reminds all member associations that exam fees charged by member associations to candidates for organising the Exam should be exclusively used to cover the costs of organising and holding the exam. In that regard, the FIFA administration recommends that member associations ensure that the exam fee does not exceed the amount of USD 600 (or equivalent).

Furthermore, the applicable exam rules and study materials will be published on the Platform and the FIFA website in January 2024.

Reduction of licence fee for continuous licence holders

Following consultations with the members of the FAWG, as from 1 October 2024, the licence fee paid to FIFA for all Football Agent licence renewals will be reduced to USD 300 for each subsequent licensing period. Those individuals that obtain their Football Agent licence for the first time will pay the full amount of USD 600 for the first licensing period, with subsequent yearly payments being reduced to USD 300.

By way of example, if a candidate passes the exam in May 2024, they need to pay the annual fee of USD 600 within 90 days. Then, before 1 October, that same Football Agent will pay USD 300 for each consecutive licence year.

2. FIFA Football Tribunal: Agents Chamber

Following the creation of the Agents Chamber of the FIFA Football Tribunal, FIFA informs that the current list of judges representing different stakeholders, including the recent appointment of the Chairperson and Deputy chairperson, can be found on legal.fifa.com.



Please do not hesitate to contact Luís Villas-Boas Pires (head of agents) at AgentsDepartment@fifa.org should you have any questions in this regard.

We thank you for your attention and for ensuring that your affiliated clubs and relevant stakeholders are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", written in a cursive style.

Mattias Grafström
Secretary General ad interim

Enclosures: as mentioned

- cc: - FIFA Council
- Confederations
- Football Agent Working Group



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1887

Zurich, 31 May 2024

Amendments to the Regulations on the Status and Transfer of Players (RSTP) concerning provisions regarding female players and coaches, the extension of Annexe 7 and the international transfer process for football

Dear Sir or Madam,

We are pleased to inform you of several amendments to the Regulations on the Status and Transfer of Players (**RSTP**), which were approved by the FIFA Council at its meeting on 15 May 2024. The following paragraphs briefly set out the amendments concerning:

- (a) provisions regarding female players and coaches;
- (b) the extension of Annexe 7 to the RSTP to continue addressing the exceptional situation deriving from the war in Ukraine; and
- (c) the international transfer process for football – Annexe 3 to the RSTP.

(a) Provisions regarding female players and coaches

Based on the [FIFA Council's mandate of 14 March 2023](#) to explore possible further regulatory steps to protect the well-being of female players, the FIFA administration undertook a detailed assessment of the current labour conditions regarding pregnancy and maternity for female professional players with the aim of exploring objective additional regulatory measures.

The amendments and additions to the RSTP in respect of provisions regarding female players and coaches relate to the implementation of the mandated areas and are aimed at ensuring clarity within the current regulatory framework. Furthermore, an equal protection regarding pregnancy and maternity (where appropriate) has been expanded to female coaches. A further objective is the appropriate implementation of these provisions at national level.

In particular, the amendments concern the definitions of the terms “maternity leave”, “adoption leave”, “family leave”, as well as article 1 paragraph 3 a); article 6 paragraph 3 c) and d);



article 18 paragraph 7; article 18quater paragraphs 1, 2, 3, 4, 5 and 6; article 18quinquies (new); article 1bis paragraph 11 of Annexe 1 (new); article 1 paragraph 5 of Annexe 2, article 1 paragraph 5 of Annexe 6. These latest amendments focus on:

- reflecting the reality of female football and promoting inclusivity by extending the rights and protection to adoptive parents as well as non-biological mothers;
- recognising the physical, psychological and social dimensions in the event of an inability to provide employment services due to severe menstruation or medical complications relating to pregnancy by providing for related rights; and
- encouraging associations to facilitate attachment and emotional balance for female players with their families while on international duty with their national teams.

(b) Extension of Annexe 7 to the RSTP to continue addressing the exceptional situation deriving from the war in Ukraine

As a consequence of the war in Ukraine, on 7 and 16 March 2022, the Bureau of the Council decided to temporarily amend the RSTP to provide urgent legal certainty and clarity on a number of important regulatory matters.

The decisions of the Bureau of the Council, communicated via circular nos. [1787](#) and [1788](#), set out the regulatory principles in the form of a temporary annexe to the RSTP (Annexe 7) entitled: *Temporary rules addressing the exceptional situation deriving from the war in Ukraine*.

Subsequently, on 20 June 2022, the Bureau of the Council decided to extend the temporary amendments to Annexe 7 to the RSTP until 30 June 2023, with minor modifications. The decision was communicated via circular no. [1800](#), dated 22 June 2022.

On 21 May 2023, the Bureau of the Council approved further temporary amendments to extend and adapt Annexe 7 to the RSTP until 30 June 2024 with the objective being to continue assisting players, coaches and clubs impacted by the war in Ukraine, while at the same time aiming to strike a reasonable balance between all interests at stake and avoiding abuse. These amendments have been communicated via circular no. [1849](#).

The ongoing situation with the war in Ukraine has resulted in the need to further clarify the application of Annexe 7 to the RSTP, in particular its application beyond 30 June 2024.



The related amendments to Annexe 7 to the RSTP concern the following provisions: article 1 paragraph 2 a) and b); article 2 paragraphs 1 and 2; article 7 paragraph 1. These latest amendments focus on:

- a further temporary extension of the right of foreign players and coaches who have left the territory of Ukraine and Russia due to the conflict, and who might not wish to currently return in view of the situation, to unilaterally suspend their contracts with clubs affiliated to the Ukrainian Association of Football and the Football Union of Russia until 30 June 2025;
- maintaining the limitations on the scope of application of Annexe 7 to the RSTP that were introduced in May 2023 in order to prevent abuses and to ensure that players and coaches exercise their right to suspend their employment contracts in a clear and timely manner; and
- partially reintroducing the obligation to pay training compensation.

(c) The international transfer process for football – Annexe 3 to the RSTP

Annexe 3 to the RSTP establishes the general principles governing the use of the FIFA Transfer Matching System (TMS), the process for international transfers of players in the system and the enforcement of the relevant rules. It also sets the obligations of member associations, clubs and their users when using the system.

In this context, a minor technical amendment to the RSTP has been approved by the FIFA Council in order to reflect the obligation of clubs to also declare in TMS any amendments to previously agreed club-to-club payment terms in the context of an international transfer.

The amendment related to Annexe 3 to the RSTP concerns the following provision: article 12 paragraph 1 of Annexe 3.

Entry into force of the amendments to the RSTP

All the aforementioned amendments will come into force **on 1 June 2024**, with the exception of the amendment regarding Annexe 3 to the RSTP, which will come into force on 1 July 2024.



The revised edition of the RSTP, as well as explanatory notes concerning the new provisions regarding female players and coaches and an updated explanatory note on Annexe 7 to the RSTP are available on legal.fifa.com.

Please do not hesitate to contact Jan Kleiner, Director of Football Regulatory at legal@fifa.org if you have any questions in this regard.

We thank you for taking note of the above and for informing your affiliated clubs accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", with a stylized flourish at the end.

Mattias Grafström
Secretary General

- cc:
- FIFA Council
 - Confederations
 - European Club Association
 - FIFPRO
 - World Leagues Association



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1889

Zurich, 7 June 2024

Amendments to the FIFA Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress

Dear Sir or Madam,

The 74th FIFA Congress held in Bangkok on 17 May 2024 approved amendments to the FIFA Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress as proposed and shared with the member associations per [circular no. 1882](#).

Those amendments align with FIFA's overall strategic objectives, ensure that FIFA's overall regulatory framework remains relevant and adapted to the changing circumstances within the global game and generally aim to protect the best of interests of football for the future.

These amendments are set out in the enclosed version of the FIFA Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress (May 2024 edition).

Entry into force

The new version of the FIFA Statutes will enter into force on 16 July 2024 (60 days after their approval at the 74th FIFA Congress), and will be available on legal.fifa.com and in the 2024 edition of the FIFA Legal Handbook.

We thank you for taking note of the above and please do not hesitate to contact Héctor Navarro Real, Head of Regulatory Governance and Compliance, at legal@fifa.org if you have any questions in this regard.



Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", written in a cursive style.

Mattias Grafström
Secretary General

Encl.: FIFA Statutes, Regulations Governing the Application of the Statutes and Standing Orders of the Congress (May 2024 edition)

- cc:
- FIFA Council
 - Confederations
 - ECA
 - FIFPRO
 - World Leagues Association



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1891

Zurich, 3 July 2024

FIFA Football Agent Regulations: Exam dates

Dear Sir or Madam,

On 16 December 2022 the FIFA Council approved the FIFA Football Agent Regulations (FFAR) along with a series of actions aimed at establishing a fairer and more transparent football transfer system, including the introduction of the mandatory licensing system. Since then, FIFA has issued 7,440 Football Agent licences worldwide, endorsing the commitment and principles contained in the FFAR.

Only individuals who have been granted a Football Agent licence by FIFA can provide Football Agent Services, as defined in the FFAR and the corresponding national football agent regulations.

Any breaches of the FFAR, including any evidence of non-licensed activity undertaken by individuals or companies, can be reported via the [FIFA Reporting Portal](#).

In light of the above, we hereby provide you with the following information regarding the upcoming exam sittings in 2024 and 2025.

Exam licensing path (art. 4 FFAR)

Following discussions among the members of the FIFA Football Agent Working Group in June 2024, FIFA decided to reduce the period during which applications can be submitted (application period) to 45 days and to hold one exam per year as from 2025.

As a result, please see below the relevant information regarding the next two exams:

Fourth FIFA Football Agent Exam	
Application period	19 August 2024 to 4 October 2024
Exam date	20 November 2024

Fifth FIFA Football Agent Exam	
Application period	13 January 2025 to 28 February 2025
Exam date	21 May 2025



We kindly remind you that all applications are to be submitted via the [FIFA Agent Platform](#) and will be regularly reviewed by member associations through their user accounts.

The FIFA administration hereby kindly reminds all member associations that the exam fees charged to candidates should be used exclusively to cover the costs of organising and holding the exam. In that regard, the FIFA administration recommends that the exam fee not exceed USD 600 or equivalent.

Moreover, the applicable exam rules and study materials will be published on the platform and the FIFA website in August 2024 and January 2025, respectively, for each of the next two exam sittings.

Licence fee for continuous licence holders and compliance with continuing professional development requirements

After obtaining their Football Agent licence for the first time, individuals pay USD 600 for their first licensing period followed by subsequent annual payments of USD 300.

By way of example, if a candidate passes the exam in November 2024, they will need to pay the fee of USD 600 within 90 days. Then, for each new licensing period starting every 1 October, they must pay an annual fee of USD 300.

Finally, it is worth noting that continuing professional development (CPD) requirements apply as from 1 October after individuals receive their Football Agent licence. This means that if an individual receives their licence in May 2024, their CPD requirements will apply from 1 October 2024 onwards.

Please do not hesitate to contact FIFA Head of Agents, Luis Villas-Boas Pires, at AgentsDepartment@fifa.org should you have any questions.

We thank you for your attention and for ensuring that you and your affiliated clubs and relevant stakeholders are informed accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", with a stylized flourish at the end.

Mattias Grafström
Secretary General



- cc:
- FIFA Council
 - Confederations
 - Football Agent Working Group



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1892

Zurich, 3 July 2024

Regulations on the Status and Transfer of Players – categorisation of clubs and registration periods

Dear Sir or Madam,

We kindly refer you to the Regulations on the Status and Transfer of Players (**RSTP**), and in particular to the articles that address training compensation, classifying clubs into categories and registration periods.

The use of the Transfer Matching System (**TMS**) is mandatory for all member associations. The registration periods and categorisation of affiliated clubs established by your member association must be recorded in TMS. Additionally, member associations must ensure that they maintain accurate data of their affiliated clubs (including club categorisation) in their national registration system (**NRS**).

1. Training compensation: categorisation of clubs

Each affiliated club that exists in TMS must be classified by the relevant member association into different categories in TMS **by 25 July 2024**, based on the club's financial investment in training players (cf. art. 4 par. 1 of Annexe 4 to the RSTP).

Furthermore, it is important that each member association maintain accurate data (both current and historical), including information related to the categorisation of all its affiliated clubs, in its respective NRS. In view of the requirements related to the FIFA Clearing House and the creation of the electronic player passport, each member association is required to send registration details (via the FIFA Connect Interface) covering the entire period for which the player was registered with the member association. These registration details must include the categorisation of the affiliated club(s) for which the player played.

Each member association must therefore also ensure that every affiliated club's training categorisation is accurately reflected in its NRS **by 25 July 2024**.

The category specified must **be valid for the entirety of the relevant season**. Member associations are not permitted to amend the category of a club during a season.



The enclosed tables show the categories available to each member association to classify its affiliated clubs, and the applicable training costs (cf. art. 4 par. 2 of Annexe 4 to the RSTP).

If a member association does not categorise its affiliated clubs by the established deadline, it may be subject to compliance proceedings. We refer you to the administrative sanction procedure (**ASP**) under article 17 of Annexe 3 to the RSTP.

Please note that FIFA reserves the right to adjust a club's category to the nearest one available if the assigned category for a given club is not in line with the categories established by the club's member association.

2. Setting season dates, competition and registration periods

Professional competitions

Each member association must set the two **registration periods** for the next calendar year (i.e. 1 January 2025 to 31 December 2025), in accordance with article 6 paragraphs 1 and 2 of the RSTP, in TMS **by 25 July 2024**.

In the event that a member association's current season finishes after that date, it must set the two registration periods immediately after the last day of the current season.

Member associations may set different registration periods for their competitions for male and female players (cf. FIFA circular no. [1601](#) of 31 October 2017).

Pursuant to article 6 paragraph 2 of the RSTP, in conjunction with Annexe 3, the data related to dates of competition periods, seasons and registration periods must be communicated to FIFA via TMS **at least 12 months before they come into force**.

Regarding the timing of the relevant dates, please note the following:

- A season must be a **consecutive 12-month period** during which a member association's official competitions occur.
- A competition period starts with the first official match of the national league championship or national cup competition and ends with the last official match played within those competitions.
- The first registration period may begin as early as the first day after the day on which the competition period of the previous season ended. Member associations are reminded that they may determine this first registration period to be of a minimum of **eight weeks**, but it can be extended to up to **12 weeks**.
- The second registration period will normally occur in the middle of the season. Member associations are reminded that this second registration period must last a minimum of **four weeks**, but it can be extended to up to **eight weeks**.



- In any event, the cumulative total of both registration periods may not exceed **16 weeks**.
- When fixing registration periods, each member association must pay particular attention to their end date. If the end date of a registration period is a holiday or non-business day in the country or territory of the member association's domicile, it will not be possible to extend it to the next business day if this would result in the member association exceeding the relevant maximum duration.
- If a member association does not set the registration periods for competitions played by a particular gender, the registration periods established for the other gender will not automatically apply; **the member association will not be able to register players where no registration period has been defined**.

If a member association does not set its registration periods in TMS by 25 July 2024, FIFA may set the dates itself (cf. art. 6 par. 2 of the RSTP). Failure to set registration periods may also result in an ASP.

Member associations are furthermore reminded that they may modify the dates of a registration period that has already been entered in TMS up until it commences. Such a modification must be notified to FIFA. Once a registration period has commenced, its dates may not be modified.

It is the sole responsibility of each member association to ensure that accurate dates are properly entered in TMS. Only the dates included in TMS will be recognised by FIFA, irrespective of any communication made outside the system.

Amateur competitions

Each member association must set the **registration periods** for the next calendar year (i.e. 1 January 2025 to 31 December 2025), in accordance with article 6 paragraph 8 of the RSTP, in TMS **by 25 July 2024**.

Please note the following:

- The provisions related to the maximum duration of registration periods do not apply to purely amateur competitions. Therefore, member associations may decide to set a single registration period covering the entire season for purely amateur competitions.
- If a member association fails to set registration periods for competitions in which only amateur players participate, it will not be possible to register players for clubs participating in those competitions. The registration periods for professional competitions do not apply to competitions in which only amateur players participate.



We thank you for taking note of the above and for your valuable collaboration. Please do not hesitate to contact Laura Corica, Team Lead Education, Support & Communication, at TMShelpdesk@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", written in a cursive style.

Mattias Grafström
Secretary General

Encl. Training costs and categorisation of clubs for the year 2024

- cc:
- FIFA Council
 - Confederations
 - Football Tribunal
 - European Club Association
 - FIFPRO
 - World Leagues Association

Training costs and categorisation of clubs for the year 2024

The training costs listed below are established on a confederation basis for each club category. In accordance with article 4 of Annexe 4 to the Regulations on the Status and Transfer of Players, these training costs are updated at the end of every calendar year.

Confederation	Category I	Category II	Category III	Category IV
AFC		USD 40,000	USD 10,000	USD 2,000
CAF		USD 30,000	USD 10,000	USD 2,000
Concacaf		USD 40,000	USD 10,000	USD 2,000
CONMEBOL	USD 50,000	USD 30,000	USD 10,000	USD 2,000
OFC		USD 30,000	USD 10,000	USD 2,000
UEFA	EUR 90,000	EUR 60,000	EUR 30,000	EUR 10,000

Please find below a table for each confederation, setting out the categories in which each association is asked to classify its clubs.

Index

Table 1 – AFC

Table 2 – CAF

Table 3 – Concacaf

Table 4 – CONMEBOL

Table 5 – OFC

Table 6 – UEFA

TABLE 1 – AFC

Member association	Category I	Category II	Category III	Category IV
Afghanistan				X
Australia		X	X	X
Bahrain				X
Bangladesh				X
Bhutan				X
Brunei Darussalam				X
Cambodia				X
China PR			X	X
Chinese Taipei				X
Guam				X
Hong Kong, China				X
India				X
Indonesia				X
IR Iran		X	X	X
Iraq			X	X
Japan		X	X	X
Jordan				X
Korea DPR				X
Korea Republic		X	X	X
Kuwait			X	X
Kyrgyz Republic				X
Laos				X
Lebanon			X	X
Macau				X
Malaysia			X	X
Maldives				X
Mongolia				X
Myanmar				X
Nepal				X

Member association	Category I	Category II	Category III	Category IV
Oman				X
Pakistan				X
Palestine				X
Philippines				X
Qatar			X	X
Saudi Arabia			X	X
Singapore			X	X
Sri Lanka				X
Syria				X
Tajikistan				X
Thailand				X
Timor-Leste				X
Turkmenistan				X
United Arab Emirates			X	X
Uzbekistan				X
Vietnam				X
Yemen				X

TABLE 2 – CAF

Member association	Category I	Category II	Category III	Category IV
Algeria		X	X	X
Angola				X
Benin				X
Botswana				X
Burkina Faso				X
Burundi			X	X
Cabo Verde				X
Cameroon		X	X	X
Central African Republic				X
Chad				X
Comoros				X
Congo				X
Congo DR				X
Côte d'Ivoire		X	X	X
Djibouti				X
Egypt		X	X	X
Equatorial Guinea				X
Eritrea				X
Eswatini				X
Ethiopia				X
Gabon				X
The Gambia			X	X
Ghana		X	X	X
Guinea				X
Guinea-Bissau				X
Kenya				X
Lesotho				X
Liberia				X
Libya			X	X
Madagascar				X
Malawi				X

Member association	Category I	Category II	Category III	Category IV
Mali			X	X
Mauritania				X
Mauritius				X
Morocco		X	X	X
Mozambique				X
Namibia				X
Niger				X
Nigeria		X	X	X
Rwanda			X	X
São Tomé and Príncipe				X
Senegal		X	X	X
Seychelles				X
Sierra Leone				X
Somalia				X
South Africa		X	X	X
South Sudan				X
Sudan			X	X
Tanzania				X
Togo			X	X
Tunisia		X	X	X
Uganda				X
Zambia				X
Zimbabwe				X

TABLE 3 – Concacaf

Member association	Category I	Category II	Category III	Category IV
Anguilla				X
Antigua and Barbuda				X
Aruba				X
Bahamas				X
Barbados				X
Belize				X
Bermuda				X
British Virgin Islands				X
Canada			X	X
Cayman Islands				X
Costa Rica		X	X	X
Cuba				X
Curaçao				X
Dominica				X
Dominican Republic				X
El Salvador			X	X
Grenada				X
Guatemala		X	X	X
Guyana				X
Haiti				X
Honduras			X	X
Jamaica			X	X
Mexico		X	X	X
Montserrat				X
Nicaragua				X
Panama				X
Puerto Rico				X
St Kitts and Nevis				X
St Lucia				X
St Vincent and the Grenadines				X
Suriname				X
Trinidad and Tobago			X	X
Turks and Caicos Islands				X
USA		X	X	X
US Virgin Islands				X

TABLE 4 – CONMEBOL

Member association	Category I	Category II	Category III	Category IV
Argentina	X	X	X	X
Bolivia			X	X
Brazil	X	X	X	X
Chile		X	X	X
Colombia			X	X
Ecuador			X	X
Paraguay			X	X
Peru			X	X
Uruguay		X	X	X
Venezuela			X	X

TABLE 5 – OFC

Member association	Category I	Category II	Category III	Category IV
American Samoa				X
Cook Islands				X
Fiji				X
New Caledonia				X
New Zealand			X	X
Papua New Guinea				X
Samoa				X
Solomon Islands				X
Tahiti				X
Tonga				X
Vanuatu				X

TABLE 6 – UEFA

Member association	Category I	Category II	Category III	Category IV
Albania			X	X
Andorra				X
Armenia			X	X
Austria		X	X	X
Azerbaijan			X	X
Belarus			X	X
Belgium	X	X	X	X
Bosnia and Herzegovina			X	X
Bulgaria			X	X
Croatia			X	X
Cyprus			X	X
Czechia			X	X
Denmark		X	X	X
England	X	X	X	X
Estonia			X	X
Faroe Islands				X
Finland			X	X
France	X	X	X	X
Georgia			X	X
Germany	X	X	X	X
Gibraltar				X
Greece		X	X	X
Hungary		X	X	X
Iceland			X	X
Republic of Ireland		X	X	X
Israel			X	X
Italy	X	X	X	X
Kazakhstan			X	X
Kosovo			X	X

Member association	Category I	Category II	Category III	Category IV
Latvia			X	X
Liechtenstein				X
Lithuania			X	X
Luxembourg			X	X
Malta			X	X
Moldova			X	X
Montenegro				X
Netherlands	X	X	X	X
North Macedonia			X	X
Northern Ireland			X	X
Norway		X	X	X
Poland			X	X
Portugal		X	X	X
Romania			X	X
Russia		X	X	X
San Marino				X
Scotland		X	X	X
Serbia			X	X
Slovakia			X	X
Slovenia			X	X
Spain	X	X	X	X
Sweden		X	X	X
Switzerland		X	X	X
Türkiye		X	X	X
Ukraine		X	X	X
Wales			X	X



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1905

Zurich, 4 November 2024

Amendments to the Regulations on the Status and Transfer of Players

Dear Sir or Madam,

We are pleased to inform you of various amendments to the FIFA Regulations on the Status and Transfer of Players (RSTP), which were approved by the FIFA Council at its meeting on 3 October 2024. The following paragraphs briefly set out the amendments, which concern:

- a) the FIFA Club World Cup 2025™;
 - b) the codification of a temporary exception related to the Men's International Match Calendar 2025-2030; and
 - c) a technical clarification regarding female players and coaches, and their return from leave.
- a) Amendments related to the FIFA Club World Cup 2025™

In light of circumstances related to when the competition takes place, specific exceptions to some general principles of the RSTP were required, together with the implementation of the competition regulations of the FIFA Club World Cup 2025™.

The main exceptions introduced in the RSTP concern the registration of players, registration periods and the release of players to association teams.

1. Article 6 paragraph 3: This provision defines the circumstances under which players may be registered outside one of the two annual registration periods fixed by the relevant member association. The amendment makes it possible for the competition regulations of the FIFA Club World Cup 2025™ to provide further exceptions.



2. Article 5 paragraph 4: This provision establishes that a player can be registered with a maximum of three clubs and play in official matches for two clubs during a season, subject to certain exceptions. The amendment makes it possible for the competition regulations of the FIFA Club World Cup 2025™ to provide an exception to this principle.
3. Article 1 of Annexe 1: This provision establishes the principle that clubs are obliged to release their registered players to their representative teams. The amendment makes it possible for the competition regulations of the FIFA Club World Cup 2025™ to provide an exception to this principle without establishing precedent or applying to any other competition or circumstance in this regard.

b) Codification of a temporary exception related to the Men's International Match Calendar 2025-2030

Following a consultation process with the relevant stakeholders, an amendment was approved in the context of the current Men's International Match Calendar and, in particular, the temporary exception whereby, as of 2026, a new 16-day window with four matches will be introduced in late September/early October, replacing the two nine-day windows with two matches each that previously took place during those months.

While this window is formally envisaged for 2026, aligning the related provision of the RSTP well in advance will provide football stakeholders with a clear regulatory framework, ensuring appropriate legal certainty.

The amendments also entailed the removal of the outdated temporary exceptions introduced in March 2022 due to the COVID-19 pandemic.

The amendments concern the following provisions: article 1 paragraphs 4, 5 and 7 of Annexe 1.

c) Technical clarification regarding female players and coaches

A technical clarification has been made with respect to the recent amendments to the provisions regarding female players and coaches, approved by the FIFA Council on 15 May 2024.



The amendment clarifies the fact that the rule enabling a female player to register outside a registration period to replace another female player covers all available types of leave (pregnancy, adoption, family leave), rather than only maternity leave.

The amendment concerns the following provision: article 6 paragraph 3 c).

Entry into force of the amendments

The amendments related to point a) entered into force immediately after approval, and the amendments related to points b) and c) will enter into force on 1 November 2024, as reflected in article 29. The revised edition of the RSTP (October 2024) is available [here](#).

We thank you for taking note of the above and for informing your affiliated clubs accordingly. Please do not hesitate to contact Jan Kleiner, Director of Football Regulatory, at legal@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", written in a cursive style.

Mattias Grafström
Secretary General

- cc: -FIFA Council
 -Confederations
 -ECA
 -FIFPRO
 -World Leagues Association



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1917

Zurich, 23 December 2024

Interim regulatory framework: amendments to the FIFA Regulations on the Status and Transfer of Players and the Procedural Rules Governing the Football Tribunal

Dear Sir or Madam,

We are pleased to inform you that, on 22 December 2024, the Bureau of the FIFA Council approved an interim regulatory framework that comprises various amendments to the FIFA Regulations on the Status and Transfer of Players (**RSTP**) and the Procedural Rules Governing the Football Tribunal (**Procedural Rules**).

Background

Following the Court of Justice of the European Union judgment in case C-650/22 involving the football player Lassana Diarra, FIFA opened a global dialogue concerning possible changes to the RSTP. FIFA has since received substantial feedback from football stakeholders from across the world.

FIFA will continue this inclusive process to develop, jointly with its stakeholders, a new, long-term, robust and globally uniform regulatory framework for professional football through an open, objective, transparent and non-discriminatory process.

However, discussions with key stakeholders have also shown that there is a pressing need for stability and regulatory clarity on an interim basis, while these broader discussions continue. In particular, in January 2025, many FIFA member associations will open their registration periods (so-called **transfer windows**). This entails a degree of urgency for stakeholders to have clarity about the applicable regulatory framework in these upcoming registration periods in relation to both contractual stability and the execution of international transfers of players.

For this reason, FIFA engaged separately with its key stakeholders to develop an interim regulatory framework to be put in place until the broader discussions on the long-term content of the RSTP have concluded.



With this interim regulatory framework, FIFA will be able to ensure that a globally uniform set of rules continues to apply and that all clubs worldwide are subject to consistent regulatory standards in relation to squad composition, the stability of contracts, and international transfers of players.

The interim regulatory framework – overview

The interim regulatory framework affects the following provisions of the RSTP: articles 14 and 17, Annexe 3 (in relation to the International Transfer Certificate (ITC) procedure), and indirectly, Annexe 2 (in relation to coaches), as well as article 13 of the Procedural Rules. The key details are outlined below.

- Introduction of a definition of “just cause” (article 14 paragraph 1 of the RSTP)

The introduction of a definition of “just cause” (the requirement for terminating a contract) will provide more clarity and predictability and codify the long-standing case law of the Football Tribunal when determining whether such just cause exists in a given case.

- Calculation of compensation payable in case of a breach of contract by a player or coach (article 17 paragraph 1 of the RSTP and article 6 paragraph 2 of Annexe 2 to the RSTP)

Compensation will be calculated in a more objective and transparent manner, taking into account the damage suffered, according to the “positive interest” principle, the individual facts and circumstances of each case, and the law of the country concerned.

- Burden of proof regarding joint and several liability for compensation for breach of contract (article 17 paragraph 2 of the RSTP)

The joint and several liability of a player’s new club and the ensuing requirement to pay compensation for breach of contract will apply only if it can be established that this club induced the player to breach their contract. By contrast, under the previous version of the RSTP, joint and several liability applied automatically.

- Burden of proof regarding the inducement to breach a contract (and the related sporting sanction against the new club) (article 17 paragraph 4 of the RSTP)

A sporting sanction against a player’s new club for inducement to breach of contract will be imposed only if the claiming club can prove that the new club induced the player to breach



the contract. By contrast, under the previous version of the RSTP, there was a presumption that a new club induced a player to commit a breach of contract.

- Burden of proof and duty to collaborate (article 13 paragraph 6 of the Procedural Rules)

An express clarification has been added stating that parties have a duty to collaborate in the establishment of the facts and to comply with evidentiary requests, which can also be made by a party to the relevant proceedings. The Football Tribunal will also be entitled to draw an adverse inference from a party's reaction to an evidentiary request.

- Procedure regarding the issuance of an ITC (several paragraphs of article 11 of Annexe 3 to the RSTP)

A simplified ITC procedure will apply to preclude member associations from rejecting the issuance of an ITC. Irrespective of any contractual dispute, and duly considering the principle of sporting integrity and the applicable registration periods, a player will always be able to move to a new association and continue their career with a new club.

The ITC procedure will work as follows:

- Should the new association of a player make a request for the delivery of an ITC (**ITC Request**), the former association will need to deliver the ITC to the new association within 72 hours.
- Should the former association fail to respond to the ITC Request within 72 hours, the new association will be able to register the player with the new club and enter the relevant player registration information in TMS.
- In exceptional circumstances, the player, the former association or the new association will be able to request FIFA's intervention. However, this will be reserved for very specific scenarios and will never make it possible to block the issuance of a player's ITC due, for example, to an ongoing contractual dispute.
- In all cases, the issuance of an ITC will be without prejudice to any contractual dispute between the player, their former club and/or their new club.



Entry into force of the interim regulatory framework

The interim regulatory framework containing all of the aforementioned amendments will enter into force on **1 January 2025**, as reflected in article 29 of the RSTP and article 34 of the Procedural Rules.

It will apply to cases pending before the Football Tribunal at the time when it comes into force and to any new case brought before the Football Tribunal as of 1 January 2025.

The revised editions of the RSTP and Procedural Rules, as well as the Explanatory Notes on the interim regulatory framework are available on legal.fifa.com.

We thank you for taking note of the above and for informing your affiliated clubs accordingly. Please do not hesitate to contact Jan Kleiner, Director of Football Regulatory, at regulatory@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", with a stylized flourish at the end.

Mattias Grafström
Secretary General

- cc:
- FIFA Council
 - Confederations
 - European Club Association
 - FIFPRO
 - World Leagues Association



Explanatory Notes

Interim Regulatory Framework

- **Contractual stability, in particular article 17 of the FIFA Regulations on the Status and Transfer of Players**
- **Sporting sanctions**
- **International Transfer Certificates**
- **Coaches**
- **Cases pending before the Football Tribunal**

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A. Introduction

1. On 4 October 2024, the Court of Justice of the European Union (CJEU) rendered its judgment in case C-650/22 concerning the football player Lassana Diarra (“Diarra Judgment”).
2. The Diarra Judgment contains critical considerations in relation to specific elements of the regulatory framework concerning contractual stability and the procedure related to the issuance and delivery of an International Transfer Certificate (ITC). The relevant rules are contained in the FIFA Regulations on the Status and Transfer of Players (RSTP). The Diarra Judgment primarily concerns article 17 of the RSTP and Annexe 3 to the RSTP (in relation to ITCs) and also indirectly affects Annexe 2 to the RSTP (in relation to coaches).
3. Immediately upon the issuance of the Diarra Judgment, FIFA opened a [global dialogue](#) regarding possible changes to the RSTP. FIFA has since received [substantial feedback](#) from football stakeholders from across the world.
4. FIFA will continue this inclusive process to develop, jointly with its stakeholders, a new, long-term, robust and globally uniform regulatory framework for professional football, through an open, objective, transparent and non-discriminatory process.
5. However, discussions with key stakeholders have also shown that there is a pressing need for stability and regulatory clarity on an interim basis, while these broader discussions continue. In particular, in January 2025, many FIFA member associations will open their registration periods (so-called transfer windows). This entails a degree of urgency for stakeholders to have clarity about the applicable regulatory framework in these upcoming registration periods, in relation to both contractual stability and the execution of international transfers of players.
6. For this reason, FIFA engaged separately with its key stakeholders¹ to develop an interim regulatory framework to be put in place.
7. That interim regulatory framework was adopted by a decision of the Bureau of the FIFA Council dated 22 December 2024. It is a direct result of the close consultation between FIFA and its key stakeholders. The interim regulatory framework will apply until the broader discussions on the long-term content of the RSTP have concluded. It will also apply immediately to cases that are currently pending for a decision on the merits by the Football Tribunal.

¹ In this context, FIFA reached out to the World Players’ Union (FIFPRO), the European Club Association (ECA), the World Leagues Association (WLA), and the Union of European Football Associations (UEFA).

8. These explanatory notes set out all the relevant details of the interim regulatory framework. FIFA is thankful to all its stakeholders for their constructive and collaborative approach during this consultation phase.

B. Stakeholder consultation

9. Between 28 November 2024 and 22 December 2024, FIFA engaged in several rounds of consultation with the aforementioned key stakeholders.
10. Immediately following the issuance of the Diarra Judgment and in parallel to opening the global dialogue, FIFA made immediate, good-faith efforts to seek the views of these stakeholders on the possible need for an interim regulatory framework, and on the possible content of such a solution.
11. In reaching the final version of the interim regulatory framework, FIFA duly took account of all views and positions of the stakeholders that actively participated in the substantive discussions regarding a provisional solution of this nature. FIFA has sought to reflect the positions expressed and the various legitimate interests of each stakeholder concerned.
12. As is only natural for such a consultation process, it was difficult to reach a consensus on every single detail of this interim regulatory framework, in particular given its provisional nature and the urgency at which it needed to be developed. However, FIFA is convinced that the regulatory approach adopted strikes a very reasonable balance between all the views expressed.
13. Most, though not all, stakeholders agreed that introducing an interim regulatory framework was a necessary step to be taken. Nevertheless, they expressed differing views as to what exactly it should comprise. FIFA also considers that it has the responsibility, as world football's recognised governing body, to provide as much regulatory stability and clarity as possible in the current circumstances. FIFA remains convinced that an open, inclusive dialogue with all its stakeholders is the best way forward to develop a robust, objective, transparent, non-discriminatory and proportionate regulatory framework for football at global level.
14. Accordingly, the interim regulatory framework strikes a balanced compromise between the different views expressed by the stakeholders who actively participated in the discussions on the substance of the interim regulatory framework.
15. The Bureau of the FIFA Council adopted the interim regulatory framework on 22 December 2024. It enters into effect on 1 January 2025.

C. Purpose and nature

16. FIFA is aware that, following the issuance of the Diarra Judgment, many questions arose with regard to the legality, validity and/or applicability of specific elements of the RSTP.
17. Against this background, the purpose of the interim regulatory framework is to ensure that all football stakeholders benefit from stability and regulatory certainty, in particular for the upcoming registration periods and more generally for as long as the broader consultation on possible long-term changes to the RSTP is ongoing. With this interim regulatory framework, FIFA can ensure that a globally uniform set of rules continues to apply and that all clubs worldwide are subject to consistent regulatory standards in relation to squad composition, the stability of contracts and international transfers of players.
18. It is important to underline that this interim regulatory solution does not condition any element of the ongoing discussions related to the prospective long-term changes to the RSTP. Some elements of this interim regulatory framework may be reflected in the wording of a future version of the RSTP whilst others may not. The fact that some elements have been included in this interim regulatory framework does not mean that they will, or will not, be part of the eventual long-term solution contained in a new version of the RSTP.

D. Regulatory concepts unaffected by the Diarra Judgment

19. At the outset, it is important to note that the Diarra Judgment does not call into question the RSTP in its entirety, nor does it cast any doubt over certain basic regulatory concepts related to contractual stability. These concepts are, therefore, fully maintained. Before addressing the changes contained in the interim regulatory framework, it is appropriate to recall the regulatory concepts related to contractual stability that continue to apply without modification under this interim regulatory framework.
20. These are the following:
 - FIFA's legitimacy to issue globally uniform, binding rules in relation to contractual stability: The Diarra Judgment confirms the need for uniform regulatory standards for all clubs worldwide, including in relation to contractual stability. The Diarra Judgment also confirms that FIFA, as world football's recognised governing body, has the legitimacy to issue such globally uniform rules.
 - The principle of contractual stability: Contracts between players or coaches, on the one hand, and clubs or member associations, on the other hand, must be respected. They terminate only upon expiry of the agreed term, or by

mutual agreement.² They may be unilaterally terminated only in the existence of just cause.³

- The principle of a protected period: Contracts continue to be subject to a protected period, within which a breach of contract may lead to sporting sanctions against the party in breach of contract.⁴
- Sporting sanctions against a club for a breach of contract during the protected period: A club that breaches a contract within the protected period may be subject to sporting sanctions, as defined in the RSTP.⁵
- Sporting sanctions against a player for a breach of contract during the protected period: A player who breaches a contract within the protected period may be subject to sporting sanctions, as defined in the RSTP.⁶
- Ability to contractually agree on the compensation for a breach of contract: Parties are free to contractually agree on the compensation that shall be payable in the event of a breach of contract,⁷ subject to the requirements and a review by the Football Tribunal based on existing jurisprudence.
- Existence of, and need for, an ITC: An ITC is still required in order for players to be transferred internationally.⁸

21. Further, it must be noted that all other regulatory principles and requirements contained in the RSTP continue to apply without modification, unless specifically addressed in these explanatory notes or the interim regulatory framework.

E. The interim regulatory framework

1. Overview

22. In summary, the interim regulatory framework affects the following rules and principles:

- the calculation of compensation payable in the event of a breach of contract by a player or coach;⁹

² Art. 13 of the RSTP.

³ Art. 14 par. 1 of the RSTP.

⁴ RSTP, Definitions section, no. 7.

⁵ Art. 17 par. 4 of the RSTP.

⁶ Art. 17 par. 3 of the RSTP.

⁷ Art. 17 par. 1 of the RSTP.

⁸ Art. 11 of Annexe 3 to the RSTP.

⁹ See par. 29 et seq.

- the burden of proof in relation to joint and several liability for compensation payable for a breach of contract;¹⁰
 - the burden of proof in relation to an inducement to breach a contract (and the related sporting sanction against the new club of a player);¹¹ and
 - the procedure regarding the issuance of an ITC.¹²
23. Further, the interim regulatory framework contains a more detailed definition of the term “just cause”¹³ and provides certain clarifications in relation to the burden of proof and evidentiary requests,¹⁴ by introducing amendments to the corresponding article of the Procedural Rules Governing the Football Tribunal (“Procedural Rules”).¹⁵
24. Finally, these explanatory notes contain clarifications regarding certain disciplinary measures and set out when the interim regulatory framework enters into force and how it will apply to cases that are currently pending before the Football Tribunal.

2. The notion of “just cause”

25. As indicated, valid contracts may still be prematurely and unilaterally terminated in the existence of “just cause”.¹⁶
26. In order to provide more clarity and predictability, the interim regulatory framework introduces a general definition of “just cause” to article 14 paragraph 1 of the RSTP:

“A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause. In general, just cause shall exist in any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship.”

27. This amendment represents no change in practice. Rather, it codifies the established jurisprudence of the Football Tribunal and its precursors. Adding this wording will give stakeholders that may not be familiar with this practice more clarity and predictability, and it will reinforce the fact-specific approach of the Football Tribunal when determining whether there is just cause in a particular case.
28. Under this approach, the Football Tribunal will continue to analyse the existence of just cause on a case-by-case basis, taking into account all the factual specificities of each case. Examples of just cause, and of the existing jurisprudence of the Football

¹⁰ See par. 38 et seq.

¹¹ See par. 42 et seq.

¹² See par. 55 et seq.

¹³ See par. 25 et seq.

¹⁴ See par. 48 et seq.

¹⁵ Art. 13 of the Procedural Rules.

¹⁶ Art. 14 par. 1 of the RSTP.

Tribunal, can be found in the freely accessible [FIFA Commentary on the RSTP](#), specifically in the section concerning articles 14 and 17 of the RSTP.

3. The calculation of compensation for breach of contract

29. Article 17 paragraph 1 of the RSTP specifies how the compensation payable in the event of a breach of contract shall be calculated. The Diarra Judgment contains critical considerations in relation to some of the calculation criteria. Accordingly, without recognising the illegality of any of these aspects, FIFA wishes to provide as much clarity and stability as possible. Certain aspects have therefore been removed from the interim regulatory framework in order to clarify the approach to calculating compensation.

30. The amended wording of article 17 paragraph 1 of the RSTP reads as follows:

“In all cases, the party that has suffered as a result of a breach of contract by the counterparty shall be entitled to receive compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated taking into account the damage suffered, according to the ‘positive interest’ principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.”

31. Under this amended wording, certain key principles remain unaffected:

- the principle that a party that has suffered damage as a result of a breach is entitled to request financial compensation to restore it to the position in which it would have found itself had the breach of contract not occurred, in line with the “positive interest” principle;
- the principle that the starting point for the calculation of damages is to quantify the damage suffered;
- the principle that the party claiming compensation bears the burden of quantifying, substantiating and proving the damage suffered;
- the fact that the individual facts and circumstances of each case must always be considered when calculating the amount of compensation to be awarded; and
- the principle that parties may contractually agree in advance on the amount payable in the event of a breach of contract.

32. The interim regulatory framework is no longer based on the specific calculation criteria that were deemed problematic by the CJEU in the Diarra Judgment. Instead, compensation shall be calculated in an objective and transparent way and at a level required to restore the party that has suffered damage as a result of a breach of

contract to the position in which that party would have been had the breach not occurred. The Football Tribunal will apply this “positive interest” principle, which is an established mechanism under contract law, as a basis for calculating compensation for breach of contract.

33. Where there is a dispute, it will always be up to the claimant to quantify, substantiate and prove the damage that it allegedly suffered as a result of a breach of contract. Provided that the party can satisfy this burden of proof, it shall, in principle, be fully compensated for the damage suffered, in line with the calculation criteria outlined above (subject to the obligation to mitigate damage suffered, in accordance with the case law of the Football Tribunal). It is to be noted that where compensation is due to a player, the additional calculation mechanism established in article 17 paragraph 1 subparagraph 2 of the RSTP remains unchanged.
34. If a party wishes FIFA to treat the law of the country concerned as one of the factors to be considered within the overall calculation as per the “positive interest” principle, that party shall have the burden of demonstrating the relevance of a particular national law, its exact content and to what precise effect it should be considered by the Football Tribunal.
35. Essentially, identical amendments have been made to the rules applicable to disputes involving coaches. Specifically, article 6 paragraph 2 d) of Annexe 2 to the RSTP has been amended as follows:

“Compensation shall be calculated taking into account the damage suffered, according to the ‘positive interest’ principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.”

36. The application of this provision will follow the principles outlined above in relation to article 17 paragraph 1 of the RSTP.
37. Finally, it is worth reiterating that the content of this interim regulatory framework regarding this specific aspect of calculation, as with all other aspects, is entirely without prejudice to the outcome of the ongoing consultation in relation to the long-term regulatory approach to the RSTP, to the contents of a possible new version of the RSTP and to the positions that stakeholders may express in the ongoing (and/or any potential future) consultation on these topics.

4. The burden of proof in relation to joint and several liability

38. Under the interim regulatory framework, article 17 paragraph 2 of the RSTP reads as follows:

“Entitlement to compensation cannot be assigned to a third party. A player’s new club shall be held jointly liable to pay compensation if, having regard to the

individual facts and circumstances of each case, it can be established that the new club induced the player to breach their contract.”

39. The rationale for, and purpose of, this rule is to ensure that all decisions on joint and several liability can be rendered with full regard to the individual facts and circumstances of each case, and that joint and several liability will only apply if it can be established that a player’s new club induced the player to breach their contract.
40. Accordingly, the interim regulatory framework reverses the burden of proof in relation to the joint and several liability of a player’s new club. New clubs may only be held jointly liable to pay compensation if a claiming club can prove that a new club induced a player to breach their contract.
41. In this context, reference needs to be made to the clarifications of the parties’ duty to collaborate to establish the facts and the ability to draw an adverse inference from the parties’ behaviour in this context. These clarifications will be explained in paragraph 47 et seq. below.

5. The burden of proof in relation to inducement to breach of contract

42. The interim version of article 17 paragraph 4 of the RSTP reads as follows:

“A sporting sanction shall be imposed (i) on any club found to be in breach of contract during the protected period or (ii) on a player’s new club if, having regard to the individual facts and circumstances of each case, it can be established that the new club induced the player to breach the contract during the protected period. The club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exceptions stipulated in article 6 paragraph 3 of these regulations in order to register players at an earlier stage.”

43. First, the principle remains that any club found to be in breach of contract during the protected period may, as before, face a sporting sanction.
44. In addition to this, the rationale for, and purpose of, the amended wording of this rule is to ensure that decisions on a possible sporting sanction against a new club for inducement to breach of contract are always rendered with full regard to the individual facts and circumstances of each case. Accordingly, a sporting sanction may only be imposed against a new club if the claiming club can establish that a player’s new club induced the player to breach the relevant contract.
45. The interim regulatory framework therefore reverses the burden of proof in relation to the inducement to breach of contract.
46. In all such cases, the nature and extent of the sporting sanction remain unchanged.

47. Finally, it is also important in this context to mention the clarifications of the parties' duty to collaborate to establish the facts and the Football Tribunal's ability to draw an adverse inference from the parties' behaviour in this context. The following paragraphs will explain these clarifications that will be introduced to the Procedural Rules.

6. The burden of proof: duty to collaborate

48. The general principles regarding the burden of proof are established in article 13 paragraph 5 of the Procedural Rules:

"A party that asserts a fact has the burden of proving it."

49. This principle remains unchanged. Any party asserting the existence of a specific fact or circumstance must prove to the Football Tribunal that this fact or circumstance exists.

50. However, with the introduction of the interim regulatory framework, a new paragraph 6 has been added to this article:

"Parties have the duty to collaborate to establish the facts and shall respond in good faith to any evidentiary request from a chamber, the FIFA general secretariat or a party. A party submitting an evidentiary request shall demonstrate that the evidence requested is likely to exist and is relevant. An adverse inference may be drawn from a party's reaction to an evidentiary request."

51. The background to this new rule is that, with the reversal of the burden of proof in article 17 paragraphs 2 and 4 of the RSTP and given the inherent evidentiary difficulties that parties in international football proceedings may face, it seems appropriate to clarify: (1) the duty of parties to collaborate by providing evidence; and (2) the Football Tribunal's entitlement to draw an adverse inference, depending on the reaction of a party to an evidentiary request.

52. More specifically, this new paragraph clarifies that parties have a duty to collaborate in the establishment of the facts in a specific case. When asked to provide information or documentation that is relevant to a case, they must, in principle, comply with such a request. This will ensure that the decision-making process of the Football Tribunal takes account, to the fullest extent possible, of all the relevant factual circumstances of an individual case.

53. Under this new rule, the relevant chamber of the Football Tribunal, the FIFA general secretariat or a party may make a specific evidentiary request. For example, a party may be asked to provide a particular document or piece of information. If such an evidentiary request is made by a party to the proceedings (i.e. not by the Football Tribunal or the FIFA general secretariat), that party must demonstrate that the

evidence requested is likely to exist and is relevant. It is for the Football Tribunal to determine whether an evidentiary request meets these requirements.

54. This new rule also clarifies that the Football Tribunal is entitled to draw an adverse inference from a party's reaction to such an evidentiary request (for example, if a party refuses to disclose a document or piece of information that seems relevant and is likely to exist, without a valid explanation or justification).

7. International Transfer Certificates (ITCs)

55. The amended version of article 11 of Annexe 3 to the RSTP under the interim regulatory framework establishes a modified mechanism related to the issuance of an ITC. This new mechanism can be summarised as follows:

- When a player's new association makes a request for the delivery of an ITC ("ITC Request"), the former association shall, within 72 hours, deliver the ITC to the new association.
- It is no longer possible for the former association to reject an ITC Request.
- If the former association fails to respond to the ITC Request within 72 hours, the new association will be able to register the player with the new club and enter the relevant player registration information in TMS.
- In exceptional circumstances, the player, the former association or the new association may request FIFA's intervention by emailing regulatory@fifa.org.

For the avoidance of doubt, such an intervention may never be used to block the issuance of a player's ITC solely due, for example, to an ongoing contractual dispute. The ability to request such an intervention is designed only for scenarios where, for example, an ITC Request is made without a player's knowledge, in a way that is abusive towards a player, or if there is a technical error related to an ITC Request.

- In all cases, the issuance of an ITC is without prejudice to any contractual dispute between the player, their former club and/or their new club. In other words, even if a former association immediately confirms the issuance of an ITC, this has no effect whatsoever on an affected club's right to file a contractual claim against the player in question and/or their new club.

This corroborates the notion that the existence of such a contractual dispute can never be used to block the issuance of a player's ITC. A player may always – irrespective of such a dispute – move to a new association and continue their career with a new club, as long as due consideration is given to sporting integrity and the transfer is made during the applicable registration periods.

56. A contractual dispute between a player and a former club has never been a reason for an ITC not to be issued and FIFA has consistently and unreservedly ensured that ITCs are delivered for players who wish to continue their careers in other parts of the world. Nevertheless, the rationale for, and purpose of, this new procedure is to clarify the applicable mechanism through the interim regulatory framework. Under this new mechanism, no association can ever invoke the existence of a purely contractual dispute in order to block the issuance of an ITC. All of this will further facilitate player movement, in line with requirements established in the Diarra Judgment.

F. Pending cases before the Football Tribunal

57. Several cases to which the rules affected by the Diarra Judgment are potentially relevant are pending before the Football Tribunal. In particular, these include cases involving claims based on article 17 paragraphs 1, 2 and/or 4 of the RSTP.

58. Under article 29 of the RSTP (as amended under the interim regulatory framework), the amended rules of the RSTP will also apply directly to these pending cases.

59. It is clear that, before the Football Tribunal renders any decision, the parties concerned will be granted the right to be heard in relation to the possible consequences and impact of the interim regulatory framework on the merits of a case.

G. Disciplinary measures

60. On 25 November 2024, the chairman of the FIFA Disciplinary Committee issued a letter containing clarifications in relation to sporting sanctions that may have been issued and/or requested based on provisions contained in the RSTP, which are affected by the Diarra Judgment.

61. In this letter, the chairman of the FIFA Disciplinary Committee made the following clarifications:

“A. The following disciplinary measures are to be temporarily suspended with immediate effect:

1. Any disciplinary measures against players related to the enforcement of financial entitlements awarded based on article 17 RSTP.

2. Any disciplinary measures against coaches related to the enforcement of financial entitlements awarded based on article 6 Annexe 2 RSTP.

3. Any disciplinary measures against clubs based on the joint and several liability foreseen in article 17 para. 2 RSTP.

4. The above includes cases where, following a decision of the Football Tribunal, a subsequent decision of the FIFA Disciplinary Committee has been rendered based on art. 21 of the FIFA Disciplinary Code (FDC), ed. 2023 or on art. 15 FDC, ed. 2019.

5. The above is without prejudice to a possible later reinstatement of such measures and does not constitute any admission of [the] illegality of such disciplinary measures.

B. The FIFA general secretariat is hereby appointed to implement these temporary suspensions.”

62. This excerpt from the letter clarifies that the relevant sporting sanctions are only temporarily suspended. These are sanctions that may have been requested or imposed on the basis of the provisions affected by the Diarra Judgment, as mentioned above.
63. Importantly, this letter does not call into question either the existence of a protected period or the threat of a sporting sanction against a club or player for a breach of contract during the protected period.¹⁷ Furthermore, this letter does not affect existing registration bans imposed on clubs for breach of contract during the protected period or suspensions imposed on players for breach of contract during the protected period.

H. Next steps

64. As indicated, the interim regulatory framework enters into force on 1 January 2025.
65. Irrespective of this, FIFA is continuing its extensive and open consultation process and global dialogue with all stakeholders on the long-term future of the RSTP. In particular, FIFA is continuing to engage with all stakeholders that have expressed an interest in being part of this dialogue and that have submitted their observations about the impact of the Diarra Judgment on the existing regulatory framework.
66. FIFA's overall aim remains to work with its stakeholders to develop a robust and uniform global regulatory framework in an objective, transparent, non-discriminatory and proportionate way. This will guarantee the integrity of competitions, competitive balance and contractual stability, whilst taking account of the legitimate views and interests of all affected parties.

¹⁷ See par. 20.

I. Final remarks

67. All stakeholders are kindly encouraged to regularly consult these explanatory notes since they may be updated from time to time.
68. For the avoidance of doubt, this document was produced by the FIFA general secretariat and is not binding on any decision-making body of FIFA. In the event of any discrepancies between these explanatory notes and the applicable FIFA regulations, the latter take precedence.
69. Any questions or remarks may be directed to the FIFA general secretariat by emailing regulatory@fifa.org.

* * *



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1918

Zurich, 13 January 2025

Amendments to the FIFA Clearing House Regulations and the FIFA Regulations on the Status and Transfer of Players

Dear Sir or Madam,

We are pleased to inform you of various amendments to the FIFA Clearing House Regulations (FCHR) and the Regulations on the Status and Transfer of Players (RSTP), which were approved by the FIFA Council at its meeting on 10 December 2024.

Background

The FCHR were initially approved by the FIFA Council on 22 October 2022 and came into force on 16 November 2022. These Regulations were introduced with the objective of protecting the integrity of the football transfer system and preventing fraudulent conduct, as well as processing certain payments related to the transfer of players between clubs. The focus of the initiative is the automatic distribution of training rewards after the electronic player passport (EPP) of a player has determined the entitlements of the training clubs.

Since the FIFA Clearing House went live on 16 November 2022, more than 37,000 EPPs have been generated, resulting in over USD 350 million being sent to the FIFA Clearing House entity (an independent and regulated financial institution based in France) to perform compliance assessments on the clubs involved and to process the payments.

Building on the success of the FIFA Clearing House's first two years of operations, various amendments to the FIFA Clearing House Regulations have been made with the objective of further developing the EPP system, improving the distribution of training rewards to training clubs and ensuring the consistency of FIFA's regulatory framework.

Amendments to the FCHR

- In order to grant a more reasonable time frame for clubs and member associations to provide relevant documentation and information during the EPP review process, the



duration of the review phase has been increased from ten to 15 days (article 9 paragraph 2).

- In addition, to clarify the scope of application of certain provisions and guarantee consistency with FIFA's regulatory framework, amendments have also been made to article 13 paragraph 1 b) and article 17 paragraphs 5 and 7 a) and b).

Amendments to the RSTP

Minor technical amendments have been made to article 3 paragraphs 1 and 2 of Annexe 4 to the RSTP to restrict the application of these provisions to cases not governed by the FCHR, and to ensure continued alignment within the RSTP.

Entry into force of the amendments

All of the aforementioned amendments entered into force on 1 January 2025, as established in article 26 of the FCHR and article 29 of the RSTP. The revised editions of the RSTP and FCHR are available [here](#).

We thank you for taking note of the above and informing your affiliated clubs accordingly. Please do not hesitate to contact Jan Kleiner, Director of Football Regulatory, at regulatory@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", with a stylized flourish at the end.

Mattias Grafström
Secretary General

cc: -FIFA Council
-Confederations
-ECA
-FIFPRO
-World Leagues Association



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1919

Zurich, 13 January 2025

Amendments to the FIFA Football Agent Regulations and implementation of an online exam

Dear Sir or Madam,

We are pleased to inform you that the FIFA Council approved an amendment to the FIFA Football Agent Regulations (FFAR) at its meeting on 10 December 2024.

This amendment was approved following a consultation process carried out with the Football Agent Working Group to discuss different methods for holding the FIFA Football Agent Exam as part of the current licensing system.

In those discussions, a consensus was reached that the possibility of holding an online exam should be pursued to allow more candidates to take the exam without incurring travel costs and other related expenses that could serve as a barrier to entry the profession for prospective football agents. Since an online exam was not compatible with article 6 of the FFAR, such provision was amended to provide the FIFA administration with the necessary flexibility to determine the exam procedure.

The revised edition of the FFAR, which entered into force on 1 January 2025, is available [here](#).

FIFA football agent exam in 2025

We are also pleased to provide you with additional information about the upcoming FIFA football agent exam in 2025.

Seeking constant improvement for the benefit of the stakeholders and individuals interested in becoming football agents, the FIFA football agent exam will be held online as of 2025. Some advantages of this are that the candidates will be able to sit the exam without needing to travel to an exam venue at a member association on the exam date.



FIFA will communicate the terms and conditions of the FIFA football agent exam and the exam rules on the agent platform and the FIFA website in due course. In the meantime, you will find the relevant information for the updated application period and exam date below.

Fifth FIFA football agent exam	
Application period	4 March 2025 to 17 April 2025
Exam date	18 June 2025

We would like to remind you that as of 2025, there will be only one exam per year.

Finally, we wanted to thank all member associations involved for their support and hard work in the organisation of all four editions of the FIFA football agent exam.

We thank you for your attention and for ensuring that your affiliated clubs and relevant stakeholders are informed accordingly. Please do not hesitate to contact Luis Villas-Boas Pires, Head of Agents, at regulatory@fifa.org should you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

Mattias Grafström
Secretary General

cc:

- FIFA Council
- Confederations
- Football Agent Working Group



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1934

Zurich, 28 May 2025

2025 edition of the FIFA Disciplinary Code

Dear Sir or Madam,

FIFA remains committed to addressing racism in football in accordance with the global stand against racism, which was unanimously adopted by all 211 FIFA Member Associations at the 74th FIFA Congress in Bangkok, Thailand.

To create a fair and respectful environment for all, FIFA is pleased to present its latest, revised edition of the FIFA Disciplinary Code (FDC), which includes a comprehensive set of proactive regulatory measures aimed at countering discriminatory behaviour both on and off the pitch.

Other important modifications have been made to modernize the regulatory framework.

This circular letter outlines the key points contained in the amendments to the FDC and their implications for confederations, Member Associations, clubs, officials and players.

1. New provisions to tackle discrimination and racist abuse

The three-step anti-discrimination procedure approved by the 74th FIFA Congress has been included in article 15 of the FDC to address incidents of racist abuse effectively. The provision has also been expanded to properly empower players, referees, coaches and team officials to report incidents of racism immediately. Fines in cases of racist abuse have also been increased to a maximum of CHF 5,000,000.

In addition, FIFA now reserves the right to lodge an appeal with the Court of Arbitration for Sport (CAS) against decisions in cases of racist abuse, as well as to intervene in instances where a Member Association fails to properly investigate incidents of racism and prosecute the offender(s). These changes are included in article 30 paragraphs 6 and 8.



Pursuant to the new wording of article 75 paragraph 1 of the FDC, Member Associations are required to incorporate the principles of article 15 of the FDC into their own disciplinary regulations. They must do so by 31 December 2025 at the latest and will be required to provide FIFA with the adapted provisions as necessary.

2. Other amendments

In line with established CAS jurisprudence, the updated FDC introduces clearer provisions to address challenges faced by creditors in recovering debts during insolvency and bankruptcy proceedings within football. Obligations of debtors to promptly notify creditors of such proceedings and to inform them of their rights and legal remedies under domestic law are now codified, together with new elements requiring creditors to remain vigilant in enforcing their legal claims.

Another relevant modification concerns the role of “Integrity Experts”, which has been renamed to “Disciplinary and Ethics Prosecutors” to better reflect the position’s expanded responsibilities and formal authority. The new title represents a shift from an advisory role to one focused on actively prosecuting ethical and disciplinary violations. This change also aligns with FIFA’s broader efforts to uphold judicial fairness and integrity within the sport.

Finally, other minor amendments have been made to the FDC in light of other FIFA regulations and circulars and to incorporate best practices with a view to optimising proceedings and providing legal certainty. These changes are reflected in articles 21, 45, 57, 58, 61 and 70.

Should you have any questions or require further clarification, please do not hesitate to contact Américo Espallargas, Head of Disciplinary at disciplinary@fifa.org.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", with a stylized flourish extending to the right.

Mattias Grafström
Secretary General



Encl.: FIFA Disciplinary Code (2025 edition)

- cc:
- FIFA Council
 - Confederations
 - FIFA Judicial Bodies
 - Football Tribunal
 - European Club Association
 - FIFPRO
 - World Leagues Association



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1936

Zurich, 16 July 2025

Regulations on the Status and Transfer of Players – categorisation of clubs and registration periods

Dear Sir or Madam,

We kindly refer you to the Regulations on the Status and Transfer of Players (**RSTP**) and in particular to the articles that address training compensation, classifying clubs into categories and registration periods.

The use of the Transfer Matching System (**TMS**) is mandatory for all Member Associations. The registration periods and categorisation of affiliated clubs established by your association must be recorded in TMS. Additionally, Member Associations must ensure that they maintain accurate data of their affiliated clubs (including club categorisation) in their national registration system (**NRS**).

1. Training compensation: categorisation of clubs

Each affiliated club must be classified by the relevant Member Association into one of the available categories **in TMS**, based on the club's financial investment in training players (cf. art. 4 par. 1 of Annexe 4 to the RSTP).

Furthermore, it is important that each Member Association maintain accurate data (both current and historical), including the categorisation of all its affiliated clubs, **in its respective NRS**. In view of the requirements related to the FIFA Clearing House and the creation of the electronic player passport, each Member Association is required to send registration details (via the FIFA Connect Interface) covering the entire period for which the player was registered with the Member Association. These registration details must include the categorisation of the affiliated club(s) for which the player played.

Each Member Association must therefore ensure that every affiliated club's training category is accurately reflected **by 31 July 2025** as follows:

- in its **NRS**; and
- in **TMS**, if the Member Association has not implemented the synchronisation of clubs' training category via the FIFA Connect Interface.



The category specified must **be valid for the entirety of the relevant season**. Member Associations are not permitted to amend the category of a club during a season.

The enclosed tables show the categories available to each Member Association to classify its affiliated clubs and the applicable training costs (cf. art. 4 par. 2 of Annexe 4 to the RSTP).

If a Member Association does not categorise its affiliated clubs by the established deadline, it may be subject to compliance proceedings. We refer you to the administrative sanction procedure (**ASP**) under article 17 of Annexe 3 to the RSTP.

Please note that FIFA reserves the right to adjust a club's category to the nearest one available if the assigned category for a given club is not in line with the categories established by the club's Member Association.

2. Setting season dates, competition and registration periods

Professional competitions

Each Member Association must set the two **registration periods** for the next calendar year (i.e. 1 January 2026 to 31 December 2026), in accordance with article 6 paragraphs 1 and 2 of the RSTP, in TMS **by 31 July 2025**.

In the event that a Member Association's current season finishes after that date, it must set the two registration periods immediately after the last day of the current season.

Member Associations may set different registration periods for their competitions for male and female players (cf. FIFA circular no. 1601 of 31 October 2017).

Pursuant to article 6 paragraph 2 of the RSTP, in conjunction with Annexe 3, the data related to dates of competition periods, seasons and registration periods must be communicated to FIFA via TMS **at least 12 months before they come into force**.

Regarding the timing of the relevant dates, please note the following:

- A season must be a **consecutive 12-month period** during which a Member Association's official competitions occur.
- A competition period starts with the first official match of the national league championship or national cup competition and ends with the last official match played within those competitions.
- The first registration period may begin as early as the first day after the day on which the competition period of the previous season ended. Member Associations are reminded that this first registration period must last a minimum of **eight weeks**, but it can be extended to up to **12 weeks**.



- The second registration period will normally occur in the middle of the season. Member Associations are reminded that this second registration period must last a minimum of **four weeks**, but it can be extended to up to **eight weeks**.
- In any event, the cumulative total of both registration periods may not exceed **16 weeks**.
- When fixing registration periods, each Member Association must pay particular attention to their end date. If the end date of a registration period is a holiday or non-business day in the country or territory of the Member Association's domicile, it will not be possible to extend it to the next business day if this would result in the Member Association exceeding the relevant maximum duration.
- If a Member Association does not set the registration periods for competitions played by players of a particular gender, the registration periods established for the other gender will not automatically apply; **the Member Association will not be able to register players where no registration period has been defined**.

If a Member Association does not set its registration periods in TMS by 31 July 2025, FIFA may set the dates itself (cf. art. 6 par. 2 of the RSTP). Failure to set registration periods may also result in an ASP.

Member Associations are furthermore reminded that they may modify the dates of a registration period that has already been entered in TMS up until it commences. FIFA must be notified of any such modification. Once a registration period has commenced, its dates may not be modified.

It is the sole responsibility of each Member Association to ensure that accurate dates are properly entered in TMS. Only the dates included in TMS will be recognised by FIFA, irrespective of any communication made outside the system.

Amateur competitions

Each Member Association must set the **registration periods** for the next calendar year (i.e. 1 January 2026 to 31 December 2026), in accordance with article 6 paragraph 8 of the RSTP, in TMS **by 31 July 2025**.

Please note the following:

- The provisions related to the maximum duration of registration periods do not apply to purely amateur competitions. Therefore, Member Associations may decide to set a single registration period covering the entire season for purely amateur competitions.
- If a Member Association fails to set registration periods for competitions in which only amateur players participate, it will not be possible to register players for clubs participating in those competitions. The registration periods for professional competitions do not apply to competitions in which only amateur players participate.



We thank you for taking note of the above and for your valuable collaboration. Please do not hesitate to contact Laura Corica, Team Lead Education, Support & Communication, at TMShelpdesk@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", written in a cursive style.

Mattias Grafström
Secretary General

Encl. Training costs and categorisation of clubs for the year 2025

- cc:
- FIFA Council
 - Confederations
 - Football Tribunal
 - European Club Association
 - FIFPRO
 - World Leagues Association

Training costs and categorisation of clubs for the year 2025

The training costs listed below are established on a confederation basis for each club category. In accordance with article 4 of Annexe 4 to the Regulations on the Status and Transfer of Players, these training costs are updated at the end of every calendar year.

Confederation	Category I	Category II	Category III	Category IV
AFC		USD 40,000	USD 10,000	USD 2,000
CAF		USD 30,000	USD 10,000	USD 2,000
Concacaf		USD 40,000	USD 10,000	USD 2,000
CONMEBOL	USD 50,000	USD 30,000	USD 10,000	USD 2,000
OFC		USD 30,000	USD 10,000	USD 2,000
UEFA	EUR 90,000	EUR 60,000	EUR 30,000	EUR 10,000

Please find below a table for each confederation, setting out the categories in which each association is asked to classify its clubs.

Index

Table 1 – AFC

Table 2 – CAF

Table 3 – Concacaf

Table 4 – CONMEBOL

Table 5 – OFC

Table 6 – UEFA

Table 1 – AFC

Member Association	Category I	Category II	Category III	Category IV
Afghanistan				X
Australia		X	X	X
Bahrain				X
Bangladesh				X
Bhutan				X
Brunei Darussalam				X
Cambodia				X
China PR			X	X
Chinese Taipei				X
Guam				X
Hong Kong, China				X
India				X
Indonesia				X
IR Iran		X	X	X
Iraq			X	X
Japan		X	X	X
Jordan				X
Korea DPR				X
Korea Republic		X	X	X
Kuwait			X	X
Kyrgyz Republic				X
Laos				X
Lebanon			X	X
Macau				X
Malaysia			X	X
Maldives				X
Mongolia				X
Myanmar				X
Nepal				X

Member Association	Category I	Category II	Category III	Category IV
Oman				X
Pakistan				X
Palestine				X
Philippines				X
Qatar			X	X
Saudi Arabia			X	X
Singapore			X	X
Sri Lanka				X
Syria				X
Tajikistan				X
Thailand				X
Timor-Leste				X
Turkmenistan				X
United Arab Emirates			X	X
Uzbekistan				X
Vietnam				X
Yemen				X

Table 2 – CAF

Member Association	Category I	Category II	Category III	Category IV
Algeria		X	X	X
Angola				X
Benin				X
Botswana				X
Burkina Faso				X
Burundi			X	X
Cabo Verde				X
Cameroon		X	X	X
Central African Republic				X
Chad				X
Comoros				X
Congo				X
Congo DR				X
Côte d'Ivoire		X	X	X
Djibouti				X
Egypt		X	X	X
Equatorial Guinea				X
Eritrea				X
Eswatini				X
Ethiopia				X
Gabon				X
The Gambia			X	X
Ghana		X	X	X
Guinea				X
Guinea-Bissau				X
Kenya				X
Lesotho				X
Liberia				X
Libya			X	X
Madagascar				X
Malawi				X

Member Association	Category I	Category II	Category III	Category IV
Mali			X	X
Mauritania				X
Mauritius				X
Morocco		X	X	X
Mozambique				X
Namibia				X
Niger				X
Nigeria		X	X	X
Rwanda			X	X
São Tomé and Príncipe				X
Senegal		X	X	X
Seychelles				X
Sierra Leone				X
Somalia				X
South Africa		X	X	X
South Sudan				X
Sudan			X	X
Tanzania				X
Togo			X	X
Tunisia		X	X	X
Uganda				X
Zambia				X
Zimbabwe				X

Table 3 – Concacaf

Member Association	Category I	Category II	Category III	Category IV
Anguilla				X
Antigua and Barbuda				X
Aruba				X
Bahamas				X
Barbados				X
Belize				X
Bermuda				X
British Virgin Islands				X
Canada			X	X
Cayman Islands				X
Costa Rica		X	X	X
Cuba				X
Curaçao				X
Dominica				X
Dominican Republic				X
El Salvador			X	X
Grenada				X
Guatemala		X	X	X
Guyana				X
Haiti				X
Honduras			X	X
Jamaica			X	X
Mexico		X	X	X
Montserrat				X
Nicaragua				X
Panama				X
Puerto Rico				X
St Kitts and Nevis				X
St Lucia				X
St Vincent and the Grenadines				X
Suriname				X
Trinidad and Tobago			X	X
Turks and Caicos Islands				X
USA		X	X	X
US Virgin Islands				X

Table 4 – CONMEBOL

Member Association	Category I	Category II	Category III	Category IV
Argentina	X	X	X	X
Bolivia			X	X
Brazil	X	X	X	X
Chile		X	X	X
Colombia			X	X
Ecuador			X	X
Paraguay			X	X
Peru			X	X
Uruguay		X	X	X
Venezuela			X	X

Table 5 – OFC

Member Association	Category I	Category II	Category III	Category IV
American Samoa				X
Cook Islands				X
Fiji				X
New Caledonia				X
New Zealand			X	X
Papua New Guinea				X
Samoa				X
Solomon Islands				X
Tahiti				X
Tonga				X
Vanuatu				X

Table 6 – UEFA

Member Association	Category I	Category II	Category III	Category IV
Albania			X	X
Andorra				X
Armenia			X	X
Austria		X	X	X
Azerbaijan			X	X
Belarus			X	X
Belgium	X	X	X	X
Bosnia and Herzegovina			X	X
Bulgaria			X	X
Croatia			X	X
Cyprus			X	X
Czechia			X	X
Denmark		X	X	X
England	X	X	X	X
Estonia			X	X
Faroe Islands				X
Finland			X	X
France	X	X	X	X
Georgia			X	X
Germany	X	X	X	X
Gibraltar				X
Greece		X	X	X
Hungary		X	X	X
Iceland			X	X
Republic of Ireland		X	X	X
Israel			X	X
Italy	X	X	X	X
Kazakhstan			X	X
Kosovo			X	X

Member Association	Category I	Category II	Category III	Category IV
Latvia			X	X
Liechtenstein				X
Lithuania			X	X
Luxembourg			X	X
Malta			X	X
Moldova			X	X
Montenegro				X
Netherlands	X	X	X	X
North Macedonia			X	X
Northern Ireland			X	X
Norway		X	X	X
Poland			X	X
Portugal		X	X	X
Romania			X	X
Russia		X	X	X
San Marino				X
Scotland		X	X	X
Serbia			X	X
Slovakia			X	X
Slovenia			X	X
Spain	X	X	X	X
Sweden		X	X	X
Switzerland		X	X	X
Türkiye		X	X	X
Ukraine		X	X	X
Wales			X	X



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1937

Zurich, 31 July 2025

Amendments to the FIFA Clearing House Regulations

Dear Sir or Madam,

We are pleased to inform you of various amendments to the FIFA Clearing House Regulations, which will enter into force on 1 August 2025.

Background

Since the FIFA Clearing House went live in November 2022, more than 47,000 electronic player passports have been generated, resulting in over USD 500 million being allocated to more than 7,000 clubs worldwide and sent to the FIFA Clearing House entity (FCH). More than USD 300 million has already been paid out through FCH, with the outstanding amounts to be disbursed pending the successful completion of the compliance assessment process. Each club or Member Association making or receiving payments of training rewards has been requested to accept terms and conditions for each payment, and a new compliance assessment has been performed or reviewed by FCH for each transaction.

FCH launched a transformation project in 2024 to increase its operational efficiency through the creation of an online client portal for communication between clubs, Member Associations and FCH. To achieve better alignment in the processes between FIFA and FCH, other changes have been implemented in FIFA's Transfer Matching System (TMS) application.

It will now be easier for clubs and Member Associations to undergo the compliance assessment and be accredited to make and receive payments, streamlining the process and their interaction with FCH and enabling the consolidation of payments on a more secure platform.

Amendments to the FIFA Clearing House Regulations

- The main amendments are to be found in article 15. Paragraph 8 of that article clarifies the use of the FCH client portal for communication with and notifications to clubs and Member

Associations, while paragraphs 9 and 10 have been introduced to set out the rules and timelines relating to the compliance assessment and accreditation as an FCH client.

- Amendments to articles 16 and 17 have been made and definitions of “First Failure of the Compliance Assessment” and “Second Failure of the Compliance Assessment” have been introduced for the sake of clarity.
- The amendments to article 12 paragraphs 1 and 2 serve to delineate the responsibilities of the FIFA general secretariat and FCH in relation to the collection of clubs’ contact information from Member Associations.
- Finally, minor amendments to article 13 and to the definitions were required as a result of changes in FCH’s client relationship model and the renaming of documents issued by it.

The amended FIFA Clearing House Regulations are enclosed and are available on legal.fifa.com.

We thank you for taking note of the above and for informing your affiliated clubs accordingly. Please do not hesitate to contact Jan Kleiner, Director of Football Regulatory, at regulatory@fifa.org if you have any questions in this regard.

Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Mattias Grafström
Secretary General

Encl. FIFA Clearing House Regulations

cc: - FIFA Council
- Confederations
- European Club Association
- FIFPRO
- World Leagues Association



TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1942

Zurich, 5 September 2025

Amendment to article 68 of the FIFA Disciplinary Code

Dear Sir or Madam,

We are pleased to inform you of an amendment to the FIFA Disciplinary Code (FDC), which was approved by the Bureau of the Council on 5 September 2025 and enters into force immediately.

The amendment concerns article 68 of the FDC on the cancellation of cautions, the previous version of which allowed the Disciplinary Committee to cancel cautions only once in any competition.

In recent years, the preliminary competitions of the FIFA World Cup across confederations have, in general, expanded in terms of the number of matches, the number of stages and overall duration. This expansion has had a direct impact on the application of the provision governing the cancellation of cautions, which was originally intended for shorter competitions with fewer matches and, critically, fewer stages or rounds of qualifying.

In light of the foregoing, and to ensure that the rule remains adapted to the current realities of modern competition formats, the Bureau of the Council has approved an amendment to article 68 of the FDC, to allow the Disciplinary Committee, upon a justified and reasonable request of a confederation and with due respect for the integrity of the competition, to grant additional cancellations of cautions.

The revised edition of the FIFA Disciplinary Code (September 2025) is enclosed for your perusal.

We thank you for taking note of the above. Should you have any questions or require further clarification, please do not hesitate to contact Américo Espallargas, Head of Disciplinary at disciplinary@fifa.org.



Yours faithfully,

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION

A handwritten signature in blue ink, appearing to read "Mattias", with a stylized flourish extending from the end.

Mattias Grafström
Secretary General

Encl.: FIFA Disciplinary Code (September 2025 edition)

- cc:
- FIFA Council
 - Confederations
 - FIFA Judicial Bodies
 - Football Tribunal
 - European Club Association
 - FIFPRO
 - World Leagues Association