

**FIFA®**

# Parents' Education on Football Agents



# Table of contents

<b>Foreword</b>	<b>5</b>
<b>01</b>	<b>INTRO</b>
<b>Introduction</b>	<b>6</b>
Why this handbook	7
Structure of the handbook	8
How to use the handbook	9
<b>02</b>	<b>UNIT 1</b>
<b>Preparation to engage</b>	<b>10</b>
Parents' role when dealing with agents	11
The role of football agents: what do they do?	14
How are football agents regulated?	18
<b>FIFA PARENTS' GUIDE 1</b> Regulatory considerations when dealing with football agents	<b>23</b>
<b>FIFA PARENTS' GUIDE 2</b> Step by step guide to football agent verification	<b>24</b>
Approaches by football agents	26
<b>FIFA PARENTS' GUIDE 3</b> Key considerations in dealing with approaches by football agents	<b>27</b>
How to choose the right football agents?	28
<b>FIFA PARENTS' GUIDE 4</b> Questions to ask a football agent to assess their suitability to represent your child	<b>29</b>
Fake football agents	31
<b>FIFA PARENTS' GUIDE 5</b> Step-by-step guide to how to protect your child from fake football agents	<b>33</b>
<b>03</b>	<b>UNIT 2</b>
<b>Entering into a representation relationship</b>	<b>34</b>
Representation agreement	35
<b>FIFA PARENTS' GUIDE 6</b> Parents' guide to representation agreements	<b>36</b>
Inducements	40
<b>FIFA PARENTS' GUIDE 7</b> Dealing with inducement by football agents	<b>41</b>

## 04

**Working with the football agent 42**

Developing a collaborative working relationship 43

FIFA PARENTS' GUIDE 8	Developing a collaborative relationship with football agents	45
-----------------------	--	----

Trials 48

FIFA PARENTS' GUIDE 9	International trials: key regulatory considerations	49
-----------------------	---	----

FIFA PARENTS' GUIDE 10	Checklist: good parent practice when your child goes to a trial	54
------------------------	---	----

Transfers 57

FIFA PARENTS' GUIDE 11	Transfers: Good parent practice guide	59
------------------------	---------------------------------------	----

Employment contracts 62

FIFA PARENTS' GUIDE 12	Parents' guide to employment contracts	64
------------------------	--	----

Payments to football agents 66

FIFA PARENTS' GUIDE 13	Good practice guide on football agent service fees	68
------------------------	--	----

Human trafficking 69

FIFA PARENTS' GUIDE 14	Tackling human trafficking in football	71
------------------------	--	----

## 05

**Ending the representation relationship 74**

Termination of the representation agreement 75

FIFA PARENTS' GUIDE 15	Natural termination of the representation agreement: the agreement expires	76
------------------------	--	----

FIFA PARENTS' GUIDE 16	Premature termination with mutual agreement	78
------------------------	---	----

FIFA PARENTS' GUIDE 17	Unilateral premature termination of the representation agreement	79
------------------------	--	----

Switching 82

FIFA PARENTS' GUIDE 18	Key considerations before switching representation	83
------------------------	--	----

**FIFA**

**Foreword**



## Foreword

Football is more than a game. It is a global passion that shapes futures and inspires dreams – of which none are more precious than those of children, as the next generation of players who will carry the sport forward. At FIFA, we recognise that with opportunity comes responsibility. The journey from grassroots to professional football is full of promise, but it is also fraught with challenges, particularly for minors and their families. Their aspirations must be nurtured, their rights safeguarded and their voices heard.

This handbook reflects FIFA's unwavering commitment to building a fair, transparent and ethical football agent ecosystem that places the well-being of minors at its core. We believe that education is the most powerful tool to ensure that every decision made is informed, responsible and aligned with the child's best interests. Knowledge equips parents to ask the right questions, recognise good practice and reject unethical behaviour. It enables families to navigate the complexities of representation with confidence, ensuring that football agents serve as trusted partners who consistently help children to flourish.

The role of parents in this process cannot be overstated. You are the guardians of your child's rights, advocates for their development and protectors of their future. By embracing a child-centred approach, you contribute to an environment in which football not only provides a pathway to success but is also a safe and enriching experience. This means prioritising education alongside sport, demanding transparency in every interaction and standing firm against any form of exploitation.

FIFA has a clear vision of a global football community in which integrity prevails, minors are protected from harm and families are empowered to make decisions that honour children's dreams while championing dignity throughout the beautiful game. To that end, this handbook is more than a guide – it is a statement of principle. It reflects our collective dedication to the mission of ensuring that the future of football is founded on trust, respect and responsibility.

We invite you to read these pages carefully, to use them as a resource and to share the insights that they contain widely. Together, we can create a football agent ecosystem that provides a firm footing for the future by looking after the many children involved in the game. Their journey begins with hope, and it is everybody's responsibility to ensure that it continues with fairness, safety and protection.

Finally, we would like to extend our sincere thanks to Loughborough University and the FIFA Football Agent Working Group for their contribution to the development of this handbook. This publication would not have been possible without their close collaboration and expertise.



**Patricio Varela**  
Head of Agents



FIFA®



01

INTRO

# Introduction



# Introduction

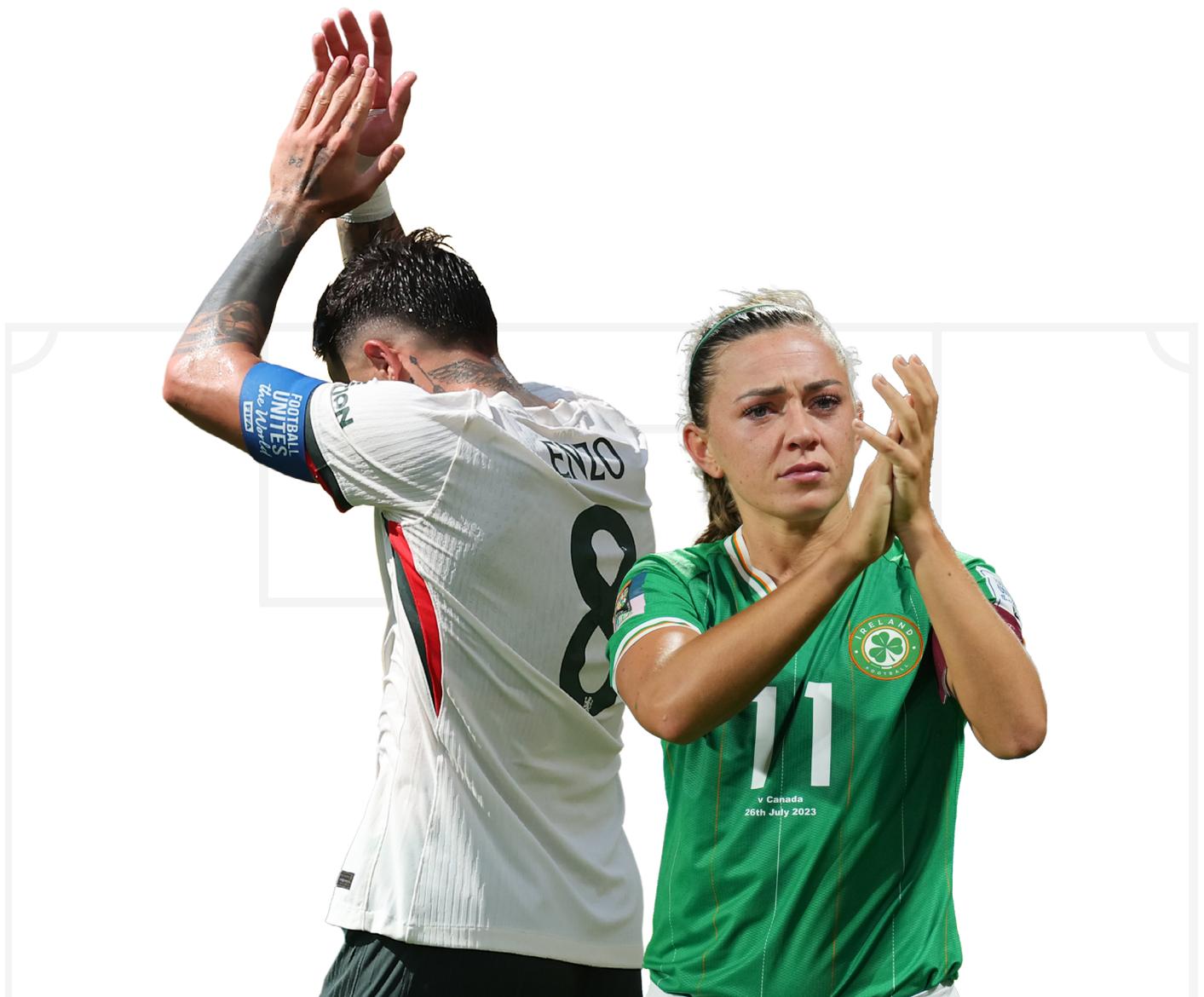
## 1.1. Why this handbook

Navigating the world of football agents can be complex, especially when your child is involved. This handbook has been created to support you, the parent, in understanding how to effectively and confidently engage with football agents, always with your child's best interests at heart.

**This handbook is designed to empower you with the knowledge and tools** needed to understand what football agents do, how they are regulated and what good practice from a football agent looks like. Equipped with this understanding, you can play an informed role in your child's football journey, making decisions that protect their welfare and support their development, as well as ensuring that any engagement with a football agent is genuinely in your child's best interests, both on and off the pitch.

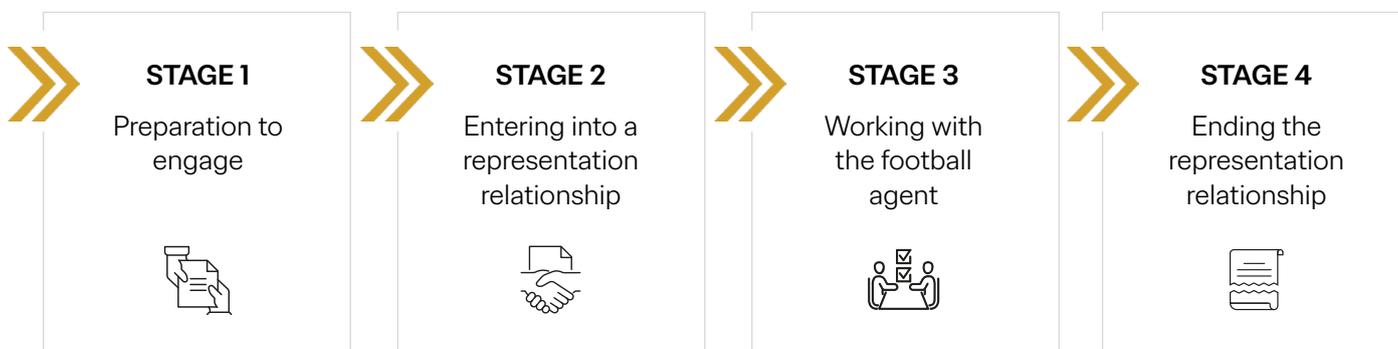
**Most importantly, this handbook is grounded in a child-centred approach, one that puts your child's well-being, development and voice at the heart of every step when dealing with football agents.** It is about enabling you to feel prepared, ask the right questions, recognise ethical agent practices and make decisions that fully support your child's aspirations and future.

Throughout this handbook, we use the term 'parent' – this is a catch-all term that refers to a parent, a guardian, or anyone else with legal responsibility for a child, like a grandparent who has taken on this role.

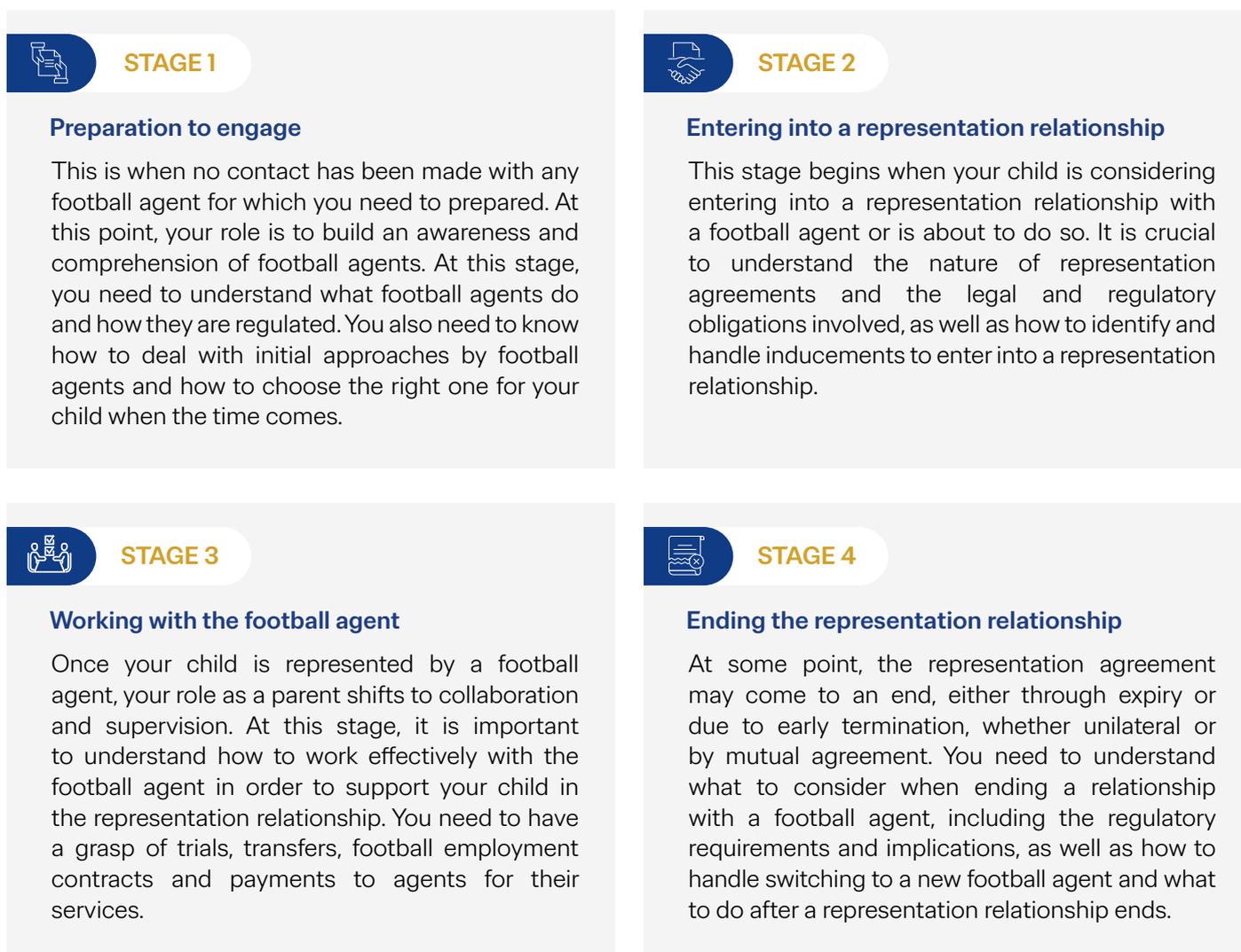


## 1.2. Structure of the handbook

This handbook has a clear, stage-based structure that mirrors the typical stages of engagement between players and football agents. Having the content organised in this way allows you to focus on what is most relevant to your child's current situation while also preparing for the future.



There are four key stages of engagement for players and parents to consider in relation to football agents:



### 1.3. How to use the handbook

The main objective behind this handbook is to help you make informed and child-focused decisions at all times. You are encouraged to carefully read the handbook in full.

In each section of the handbook, you will find:



key learning points and practical advice;



regulatory guidance and compliance tips;



aspects of good parenting practice; and



guides on specific topics aimed at helping you navigate real-life scenarios.

**We recommend that you refer to the handbook no matter what stage your child is at, from preparing to enter into contact with a football agent for the first time to managing the end of a representation agreement.**





02

UNIT 1

Preparation to  
engage



## Preparation to engage

### 2.1. Parents' role when dealing with agents

#### Children's rights and parents: What is the role of parents as part of a child's rights-based approach?

Parents are key duty bearers in upholding the rights of their child, as established by the United Nations Convention on the Rights of the Child (UNCRC). This role means that parents are not only responsible for providing physical, emotional and developmental support but also for ensuring that their child's rights are fully respected, protected and fulfilled.

The UNCRC enshrines the human rights of children. It outlines children's rights, which are generally categorised under three headings: the rights to provision, participation and protection. The UNCRC views children as active participants in their own development and, in football, they can therefore be considered agents of change.



#### The right to provision (survival and developmental rights)

This includes rights to various forms of formal and informal education, primary healthcare, leisure and recreation, cultural activities and an adequate standard of living to support physical, mental, spiritual, moral and social development.



#### The right to participation (participation rights)

This covers the child's right to express their views on matters affecting them, in a manner consistent with their evolving capacities.



#### The right to protection (protection rights)

This includes protection from all forms of abuse, neglect, exploitation and cruelty, as well as the right to special protection during times of war and protection in the criminal justice system.

**Parents must ensure that their child's rights are seen as entitlements – fundamental needs that must be met, rather than optional considerations.**

**This child's rights-based role requires parents to act as follows:**

- **Respect the child's rights:** Parents must ensure that their actions do not infringe on the child's rights. This includes creating an environment where the child's views and needs are valued and considered.
- **Protect the child's rights:** Parents must take proactive steps to protect their child from any harm or mistreatment. This includes safeguarding against abuses from external parties, such as football agents, and ensuring compliance with laws and regulations that protect children.
- **Fulfil the child's rights:** Parents should actively help their child to achieve their potential by accessing necessary resources, such as education and healthcare, as well as enabling them to participate in recreational activities. This also includes creating opportunities for the child to express their views and be an active participant in decisions affecting them.

In this role, parents must embrace the **guiding principles of the UNCRC**, such as non-discrimination, acting in the best interests of the child, supporting the child's survival and development and ensuring the child's participation and inclusion in matters affecting them. By doing so, parents ensure that their child is empowered as an individual with rights, capable of growing into a responsible and fulfilled adult.

**The parent's child's rights-based role is therefore about creating a supportive environment that not only meets the child's basic needs as a human being but also respects their views protects them from harm and empowers them to be an active participant in their own lives.**

## CHILD'S RIGHTS-BASED PARENTING WHEN DEALING WITH FOOTBALL AGENTS

Parents play a crucial and multifaceted role in supporting their children in youth and professional football. They provide logistical and financial support, emotional backing, care and protection. Essentially, parents are core members of the support network around the child throughout their football journey.

The central objective of parents is to guide and support their child's development and advancement in football, ensuring that the child remains at the centre and their best interests are being met: **a child-centred approach**. As the child's development, well-being and welfare should be every parent's top priorities, parents need to understand the intricacies of a football agent's role to effectively support their child. This involves offering support in the following areas:

### PROVISION

Assisting the child's progression in football by helping to choose and engage the right football agent.

### PROVISION AND PROTECTION

Ensuring that both their child and the football agent comply not only with the law, such as child labour or child protection law, but also with the regulations of football governing bodies during their engagement.

### PROTECTION

Safeguarding the child from potential football agent malpractice or wrongdoing that could negatively affect their football journey or personal development.

### PARTICIPATION

Ensuring that the child's views are given due consideration, in line with their maturity, in all decisions that affect them. This means actively seeking and valuing the child's input in any decision-making process and giving them age-appropriate feedback.



## WHY CHILD'S RIGHTS-BASED PARENTING IS IMPORTANT WHEN DEALING WITH FOOTBALL AGENTS

When dealing with football agents, adopting a child's rights-based approach to parenting is crucial to ensuring the best outcomes for your child. This approach places your child at the centre of all decisions and processes, ensuring that their well-being, development, protection and interests are prioritised above anything else.



### Putting your child's best interests first at all times

By maintaining a child's rights-based approach, you as a parent can make sure that any decisions made by the football agent are truly in the best interests of your child, balancing their football aspirations with their personal growth and aspirations as a human being. The reality is that most children will not progress to the professional game. This places a responsibility on everyone around them to prepare them for a future outside of football and to support them to continue their education and vocational training, whilst also helping them to continue participating in amateur competitions or in other roles in the sport, such as coaching or refereeing, if they want to stay in football. For those few players (statistically less than 1%) that do realise their dreams and play professional football, their careers as players are likely to be only a short part of their lives, meaning that parents retain a responsibility to ensure that their child receives at least basic academic education or vocational training.



### Safeguarding against potential harm

Young players are vulnerable because of their dependency on the adults around them for their success and selection. They therefore require protection. Child's rights-based parenting involves actively safeguarding your child from potential football agent malpractice by staying informed, demanding transparency and ensuring that legal and regulatory requirements are adhered to. This role helps to protect your child from falling victim to the unscrupulous practices that could harm their career or personal well-being.



### Empowering your child to have a voice

Football agents may sometimes overlook a young player's opinions. A child's rights-based approach means encouraging your child to actively participate in conversations and decisions about their career. By valuing and amplifying your child's voice, you empower them to eventually take charge of their own future. This not only helps them to make informed decisions about their career, but also fosters self-confidence and independence.



### Promoting long-term success beyond football

A child's rights-based approach does not just focus on short-term goals. Instead, it emphasises the long-term success and well-being of your child beyond their football career. It ensures that their education, emotional health and personal aspirations are given equal importance so that they have a stable foundation, whether they continue in professional football or pursue other opportunities in life.

Overall, in a highly competitive and fast-paced industry, child's rights-based parenting helps to ensure that your child's welfare and holistic development remain a priority. By putting your child's rights and needs first, you help to create a safe, empowering and supportive environment for them to thrive both on and off the pitch.

## 2.2. The role of football agents: what do they do?

### THE ROLE OF THE MODERN-DAY FOOTBALL AGENT: HOLISTIC TALENT REPRESENTATION

A football agent is an individual who performs services on behalf of their client, addressing the client's needs and activities both on and off the pitch.

Football agents represent a variety of clients, including individual football players, coaches, clubs and single-entity leagues. Here, we will focus on **players** as the primary clients of football agents, but it is important that parents ask whether a football agent represents clubs and coaches in addition to players.

The scope of a football agent's services can be divided into two broad categories:



#### On-the-field representation

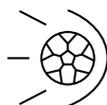
On-the-field representation is the core responsibility of a football agent and primarily involves supporting players in their main football activity on the pitch – playing for a club. Football agents are responsible for identifying employment opportunities for players and managing all contractual aspects.

This dimension of the role includes services related to the following:

- **Identifying employment opportunities:** finding suitable clubs for players
- **Organising trials and try-outs:** setting up trials to give players opportunities to showcase their skills
- **Negotiating contracts:** negotiating employment terms and contracts with clubs
- **Renewing contracts:** handling the renewal of employment contracts with clubs
- **Transferring players:** managing negotiations and concluding transfers from one club to another

This core role is also at the heart of the regulations relating to football agents.

**Definition of "Football Agent Services" under the FIFA Football Agent Regulations (FFAR):** "Football Agent Services: football-related services performed for or on behalf of a Client, including any negotiation, communication relating or preparatory to the same, or other related activity, with the purpose, objective and/or intention of concluding a Transaction."





## Off-the-field representation

Off-the-field representation may encompass services related to off the pitch aspect of a player including their lifestyle, welfare and well-being, in addition to their commercial, financial and legal needs. The football agent plays a role in either managing these aspects or outsourcing them to specialists to provide services that require specific expertise, allowing players to focus on their performance on the pitch.

Key off-the-field representation services may include the following:

- **Branding and marketing:** managing the player's personal brand
- **Social media management:** overseeing social media profiles and content
- **Content development and public relations:** creating content and managing the player's public image
- **Client concierge services:** handling the player's day-to-day needs to ensure comfort and convenience
- **Financial management:** providing financial planning and management
- **Legal services:** offering legal advice and support

It is important to note that, although these off-the-field services are beneficial, they fall outside the fundamental scope of a football agent's role and often require support from specialised professionals in each field. When football agents take on these responsibilities, it is essential to ensure that they have the necessary expertise or collaborate with qualified experts to avoid compromising the quality of the support provided to the player. Parents and players should be aware of this distinction to ensure that these auxiliary services are adequately handled without detracting from the football agent's primary obligations.

Additionally, financial management and legal services are areas that certainly require particular specialist expertise and football agents are likely to outsource them. Therefore, parents and players should always seek independent advice on their financial and legal needs.

## TYPES OF FOOTBALL AGENTS



### Individual football agents

Under the FIFA Football Agent Regulations (FFAR), FIFA requires football agents to be individuals. The FIFA football agent licence, which is a prerequisite for providing football agent services (for on-the-field representation only), may only be obtained by a natural person (i.e., an individual, not an organisation).

#### According to the FFAR:

*"Football Agent: a natural person licensed by FIFA to perform Football Agent Services."*





## Football agencies

In addition to individual football agents, there are agencies formed by licensed football agents to provide a range of services.

It is common in the football industry to see agencies consisting of multiple licensed football agents. These agencies pool their resources to offer a broader range of services compared to individual football agents.

Generally, individual licensed football agents who work without ties to a larger agency and run their own operations are referred to as **independent football agents**.

**The FFAR define an agency as follows:** *“Agency: an organisation, entity, firm or private company retaining, comprising, employing or otherwise acting as a vehicle for the business affairs of one or more Football Agents.”*



## WHY IS UNDERSTANDING THE DIFFERENT TYPES OF FOOTBALL AGENTS IMPORTANT FOR PARENTS?

Understanding the types of football agents (individual football agents v. agencies) is crucial for parents when engaging and choosing the right football agent to represent their child. The right choice can have a significant impact on the child's career, well-being and overall experience in the football industry.



### Evaluating the scope of services

Individual football agents and football agencies often differ in the scope of the services they can offer. Parents should assess what type of support their child needs and choose the appropriate agent accordingly.



### Choosing personalised or team-based representation

On the one hand, individual football agents generally offer a more personal approach, dedicating their time and attention exclusively to a smaller number of clients. On the other hand, agencies can provide a team-based approach, where multiple professionals work collectively on behalf of the player. Parents need to consider whether a highly personalised service or a more expansive team-based support system is best suited to their child's needs.



### Understanding independence and potential conflicts

Independent football agents operate without ties to larger agencies, which means they may have fewer conflicts of interest when representing your child. Conversely, agencies may represent multiple clients, including other players and clubs, which can sometimes lead to conflicting interests. Parents should make an informed decision to minimise potential conflicts that could negatively impact their child's career.



### Navigating contract negotiations and representation agreements

Agencies may have more resources to navigate complex negotiations with various actors, including clubs, sponsors and other stakeholders. However, independent football agents may provide more personalised attention during negotiations, advocating for their client's best interests in a direct manner. Parents need to ensure that their child's interests are adequately protected and prioritised.



### Aligning with your child's long-term goals

Understanding football agent types allows parents to align the representation obtained with their child's long-term goals both on and off the pitch. If the child's focus is solely on playing football, a dedicated individual football agent might be the best choice. However, if the goal is to build a long-term career that also involves branding, endorsements and opportunities off the pitch, a well-resourced agency might be more suitable.

**Overall, by understanding the different types of football agents, parents are better equipped to make informed decisions when selecting a football agent for their child.** Whether the focus is on personalised attention, broad support, minimising conflicts or aligning with long-term career goals, understanding the differences between football agents helps parents to navigate the complexities of football agent selection to work towards the best possible outcome for their child's football journey.

## 2.3. How are football agents regulated?

### WHY IS IT IMPORTANT FOR PARENTS TO UNDERSTAND HOW FOOTBALL AGENTS ARE REGULATED?

As a parent, it is crucial to ensure that both your child and the football agents you engage comply with the regulations governing football agents.

Compliance with regulatory requirements provides the following benefits:



#### Benefits to your child

Ensuring compliance means that your child, as a player, is not involved in any activities that breach the regulations. This is a key responsibility for you as a parent to monitor because your child may not understand the regulations. By adhering to these rules, your child can avoid disciplinary action or penalties from football governing bodies that may result from regulatory infringements.



#### Benefits to the football ecosystem

Demanding regulatory compliance from football agents when they are representing your child not only benefits your child but also contributes to raising the professional standards of the football agent industry. As a parent, playing an active role in ensuring that football agents follow the rules supports a fair and transparent football ecosystem, which ultimately serves the best interests of your child.

### Parents' role in supporting regulatory compliance when dealing with football agents.

Overall, parents need to be proactive in supporting and monitoring the regulatory compliance of the football agents they engage.

To effectively perform this role, it is essential that parents understand the regulations governing football agents.



## REGULATORY MODEL: THE LICENSING-BASED REGULATORY SYSTEM FOR FOOTBALL AGENTS



### The licensing-based regulatory system for football agents

In the world of football, football agents are regulated by FIFA and its member associations (also known as member associations). FIFA has established a regulatory framework for football agents under its Football Agent Regulations (FFAR). The FFAR set a global regulatory standard to govern football agents. FIFA also requires member associations to adopt regulations in line with the principles and standards established by the FFAR, meaning that each member association has its own rules governing football agents within their respective territories.

As a parent, it is crucial to understand both the FFAR and the football agent regulations of the applicable member association.



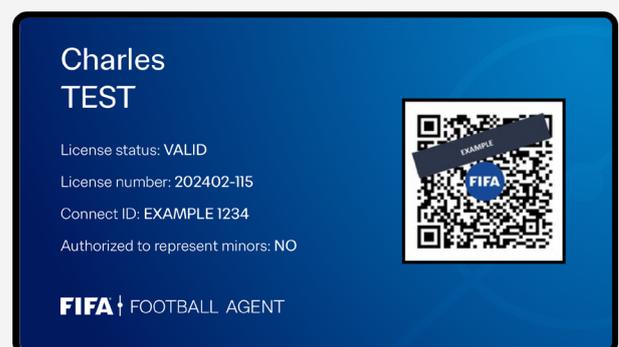
### Licensing-based regulatory system

Football agents are regulated through a licensing-based system as established by the FFAR. **This means that individuals must obtain a licence from FIFA to provide football agent services.**



### Key features of the FIFA football agent licence

- **Issued to a natural person:** The licence is granted to an individual (natural person) for an indefinite period.
- **Digitally issued:** The licence is issued as a digital ID, which is called the FIFA Football Agent Digital Licence Card.
- **Strictly personal and non-transferable:** The licence cannot be transferred.
- **Global authorisation:** The licence authorises a football agent to conduct football agent services on a worldwide basis.



Once an individual obtains a football agent licence, they must comply with the FFAR as well as the regulations of the respective member association.



## WHAT DOES THIS MEAN FOR PARENTS AND PLAYERS?

Under **article 18 of the FFAR**, clients of football agents, including players, must do the following:

- **Verify the football agent's licence:** Ensure that the football agent is appropriately licensed by FIFA before signing any representation agreement. ([FIFA Parents' Guide 2](#)).
- **Report any breaches:** Immediately report any violations of the regulations to FIFA or relevant member associations.

Clients of football agents are also prohibited from doing the following:

- **Engaging unlicensed football agents:** Engaging or attempting to engage an unlicensed individual to perform football agent services is strictly forbidden.

**Therefore, it is crucial for parents to ensure that they and their child only engage licensed football agents to avoid potential regulatory breaches and to protect the child's interests.**



### ART. 18 | FFAR

#### Clients:

- » shall satisfy themselves that a Football Agent is appropriately licensed by FIFA prior to signing the relevant Representation Agreement; [...]
- » shall immediately report any breaches of these Regulations to FIFA, the confederations or member associations. [...]

#### Clients (and their officials, when applicable) may not engage, or attempt to engage, in the following conduct:

- » Engage or appoint an unlicensed person to perform Football Agent Services;"

*\* It is important to note that in some countries (particularly France and Italy), national law may also govern football agents and might impose conditions on becoming, and practising as, a football agent. In this case, we kindly advise you to contact the relevant member associations for further information.*

## ADDITIONAL REQUIREMENT FOR AUTHORISATION FOR LICENSED FOOTBALL AGENTS TO REPRESENT MINOR PLAYERS

### ART. 13 | REPRESENTATION OF MINORS

- i. An Approach (and/or any subsequent execution of a Representation Agreement) to a minor or their legal guardian in relation to any Football Agent Services may only be made no more than six months before the minor reaches the age where they may sign their first professional contract in accordance with the law applicable in the country or territory where the minor will be employed. This Approach may only be made once prior written consent has been obtained from the minor's legal guardian.
- ii. A Football Agent that wishes to represent a minor or represent a club in a Transaction involving a minor shall first successfully complete the designated CPD course on minors and comply with any requirement to represent a minor established by the law applicable in the country or territory of the member association where the minor will be employed.
- iii. A Representation Agreement between a Football Agent and a minor shall only be enforceable where:
  - a. The Representation Agreement meets the minimum requirements provided in article 12 paragraph 7;
  - b. The Football Agent has complied with paragraphs 1 and 2 of this article; and
  - c. The Representation Agreement is signed by the minor and their legal guardian as provided by the law applicable in the country or territory of the member association where the minor will be employed.
- iv. Any violation of paragraph 1 shall be sanctioned, at a minimum.



### Authorisation requirement to represent minor players

Alongside the licensing requirement to provide football agent services, the **FIFA Regulations on the Status and Transfer of Players (RSTP)** have also established a regulatory regime for the representation of minor players, which requires licensed football agents to be specifically authorised to represent minors.

#### ● Authorisation requirement

A key regulatory condition is the authorisation required for licensed football agents to represent minors. Simply obtaining a football agent licence does not automatically allow football agents to represent minors. Instead, football agents must obtain this additional authorisation before approaching parents (directly or indirectly) or entering into a representation agreement with a minor player.

#### ● How is the authorisation obtained?

To obtain an authorisation to represent minors, a football agent must successfully complete the designated **continuing professional development course** provided by FIFA, known as the **"Representing Minors"** course, and pass the final assessment. Once this is completed, the football agent is authorised to represent minor players.

**This authorisation is valid for three years and must be renewed upon expiry.**



**Definition of "minor" under the RSTP:** *"Minor: a player who has not yet reached the age of 18."*





### What does this mean for parents and players?

If your child is under the age of 18, it is crucial to ensure that the football agent is not only licensed but also authorised to work with minors. Without this authorisation, it is prohibited under the regulatory regime for a football agent to approach you as a parent or enter into a representation agreement with your child.

**Always check the football agent's authorisation status if your child is under 18 when the football agent approaches you to discuss representing your child. ([FIFA Parents' Guide 2](#)).**

## YOUR CHILD'S AGE: A KEY CONSIDERATION TO BE REPRESENTED BY A FOOTBALL AGENT

Alongside the licensing and authorisation requirements to represent minors, another crucial consideration is the **age of the player**. There are strict age restrictions under the **FFAR** that determine when minors can be represented by agents.

**Therefore, as a parent, it is important to ask whether your child is at the appropriate age to be represented by a football agent.**



### The age of the minor

According to the FIFA Football Agent Regulations (FFAR), a football agent must not make any approach to, or enter into any representation agreement with, a minor or their legal guardian until six months before the minor reaches the age at which they can sign their first professional contract.

**Article 13 paragraph 1 of the FFAR:** A football agent representation agreement “may only be made no more than six months before the minor reaches the age where they may sign their first professional contract in accordance with the law applicable in the country or territory where the minor will be employed”.



The responsibility lies with the football agent to verify that the player is old enough to enter into a representation agreement. To do this, football agents must check the player's age using an official form of identification, such as a passport, birth certificate or national ID.

However, it is equally important for parents to understand the age at which their child may sign their first professional contract. If the child is too young, they cannot be represented by a football agent under the FFAR and [under relevant national law](#).



### What does this mean for parents and players?

Before entering into any representation agreement, parents should be fully aware of the age requirements under the relevant national law and FIFA regulations. This ensures compliance with the rules and helps to protect the interests of your child. It might be the case that your child may not be legally represented by a football agent.



This guide is designed as a practical checklist tool for parents to ensure compliance with the FIFA Football Agent Regulations (FFAR) and to protect their child's interests when dealing with football agents.

### Check the football agent's licence

#### QUESTION

#### Is the football agent licensed by FIFA?

Ensure that the football agent has a valid FIFA licence before entering into any discussions or agreements. Ask to see proof of their licence (their FIFA Football Agent Digital Licence Card).

### Check the football agent's authorisation to represent minors

#### QUESTION

#### Is the football agent authorised to represent minors?

If your child is under 18, verify that the football agent has obtained the necessary authorisation to represent minors. Ask to see proof of the authorisation to represent a minor, which should be indicated on their licence card.

### Check that the child is old enough to be represented

#### QUESTION

#### Is my child at the correct age to be represented by a football agent?

Make sure that your child is at the appropriate age to enter into a representation agreement. Understand when your child is eligible to sign their first professional contract.

You can find some of that information on the [FIFA website](#)

### Check compliance with national regulations

#### QUESTION

#### Are there any national regulations regarding football agent representation that I need to be aware of?

Regulations may vary by country/territory. Ensure that the football agent is compliant with both FIFA regulations and the specific regulations of your country's/territory's football association.

FIFA offers a web page with [links to national football agent regulations](#)



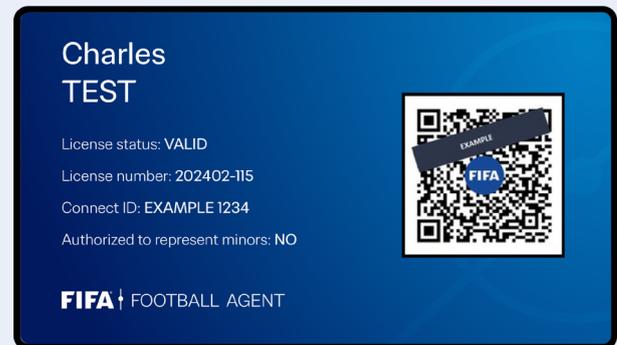
The guide provides parents with a step-by-step process to verify a football agent's licence to provide football agent services and their additional authorisation to represent minors. Use steps to ensure that any football agent engaging with you and your child is fully compliant with the regulations and that you are dealing with a genuinely licensed football agent that has authority to represent minors.

## STEP 1



### Ask the football agent to provide their FIFA Football Agent Digital Licence Card

Always ask the football agent to provide their official **FIFA Football Agent Digital Licence Card** before entering into any discussions.

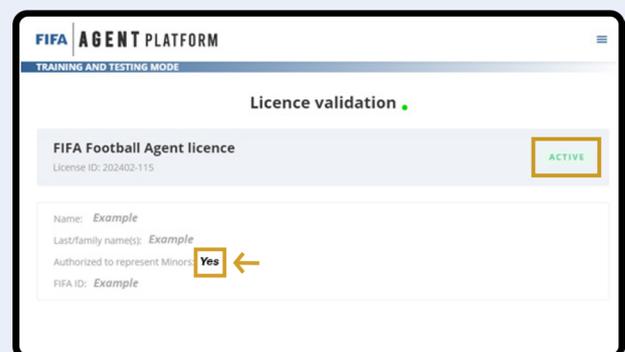


## STEP 2



### Ask the football agent to provide their FIFA Football Agent Digital Licence Card

- » Scan the QR code on the FIFA Football Agent Digital Licence Card to verify its authenticity.
- » The QR code will provide direct access to FIFA's football agent system, allowing you to check and confirm the football agent's licensing and authorisation status in real time.
- » It is important to ensure that the licence status is **"Active"**, the field **"Authorized to represent minors"** displays **"Yes"** and validates all other particulars.



## STEP 3



### Verify the football agent's identity

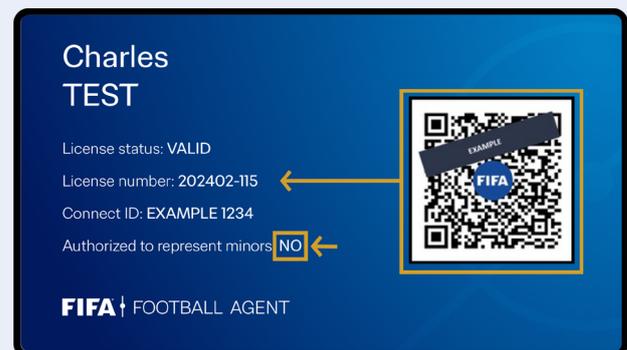
- » Always ask to see the football agent's personal ID to confirm that the name matches the one on the FIFA Football Agent Digital Licence Card.
- » Check that the name on the FIFA Football Agent Digital Licence Card matches the identity of the individual you are interacting with.

## STEP 4



### Verify the football agent's authorisation to represent minors

- » **First**, check if there is an **authorisation date** on the FIFA Football Agent Digital Licence Card. If the football agent is authorised to represent minors, the authorisation date will be displayed.
- » If the authorisation has **not been obtained**, the digital licence card will explicitly state **"No"** instead of providing an authorisation date.
- » **Second**, if the football agent is authorised to represent minors, the **authorisation date** is the date on which the authorisation was obtained. The authorisation remains valid for **three years from this date**. Therefore, check to ensure that the authorisation is still valid.



## STEP 5



### Cross-check with your local member association or FIFA (if necessary)

If you have any concerns or doubts about the validity of the FIFA Football Agent Licence Card, contact your local member association or FIFA directly for confirmation.

## 2.4. Approaches by football agents

### WHAT IS AN APPROACH?



#### Types of approaches

According to the FFAR, an approach is defined as:

- i. Any physical, in-person contact or contact via any means of electronic communication with a client;
- ii. Any direct or indirect contact with another person or organisation linked to a client, such as a family member or friend; or
- iii. Any action when a football agent uses or directs another person or organisation to contact a client on their behalf in the manner described in (i) or (ii) above.

Based on this definition, an approach may take different forms and can be made to different people.



#### Forms of approach

- **Physical and in-person contact:** This involves direct in-person contact, such as when a football agent approaches a player at a game or a training ground.
- **Electronic communication:** Approaches can be made via phone, social media, messaging apps like WhatsApp, or email.
- **Direct or indirect contact:**

**Direct contact:** This occurs when the football agent contacts the player or a family member directly. For example, if a football agent contacts a parent to discuss the potential representation of their child, this is considered direct contact.

**Indirect contact:** This happens when a football agent reaches out through others. For instance, if a football agent asks another player's parent to introduce them to a player's parent, it is considered indirect contact.

Both scenarios constitute an approach.



#### The written consent of parents as a precondition for approaches to minors

Parents must provide written consent for football agents to approach their child. This is a crucial regulatory requirement to ensure that the parents are fully aware of, and in agreement with, any interactions between football agents and their child.



When a football agent approaches either the parent or the player, **it is essential for parents to consider** the following steps to ensure compliance with regulations before engaging the football agent:

<p><b>Check the licence and authorisation status of the football agent</b></p>	<p><b>QUESTION</b></p> <p><b>Is the football agent licensed and have they obtained the additional authorisation to represent minors?</b></p>
<p><b>Check that your child is old enough to be represented</b></p>	<p><b>QUESTION</b></p> <p><b>Is my child at the right age for representation?</b></p>
<p><b>Ensure that you have given written consent</b></p>	<p><b>QUESTION</b></p> <p><b>Have you given written consent?</b></p> <p>Written consent from parents is required before a football agent can approach and represent a minor. Ensure that this consent is documented properly before any further engagement takes place.</p>



## 2.5. How to choose the right football agents?

### CHOOSING THE RIGHT FOOTBALL AGENT:

#### KEY QUESTIONS FOR PARENTS TO ASK BEFORE SELECTING A FOOTBALL AGENT

It is crucial for parents to ensure that the right football agent is chosen to represent their child. Selecting the right football agent is a critical decision, as the football agent becomes part of the support network around the player, helping to facilitate their development and career progression.

**Parents must place their child at the heart of this decision-making process, using a child-centred approach.** This means that parents must first understand what their child needs from a football agent and then evaluate how well the football agent can meet those needs.

Parents must therefore ask the right questions;

- » first, to identify the needs of their child; and
- » second, to assess whether a football agent can meet those needs

In identifying the specific needs of their child, parents should consider the following aspects:



#### The child's needs on the pitch (for football activity)

##### Understanding your child's goals and connected needs

- » What are my child's career goals? How does the football agent plan to help them achieve those goals, both on and off the pitch?

##### Support for career transitions

- » What support does my child need through key transitions, such as moving to a new club or signing their first professional contract?
- » **First professional contract:** Does your child need a football agent to negotiate their first professional contract?
- » **Subsequent contracts:** Is your child close to negotiating subsequent professional contracts?
- » **International transfers:** Does your child need to negotiate an international transfer?
- » **New club requirement:** Is your child due to be released from a club and do they need help finding a new club?



#### The child's needs off the pitch (ancillary to football activity)

##### What are my child's needs off the pitch?

- » Consider your child's other needs that are not directly related to football but are essential for their well-being and growth.

## Questions to ask a football agent to assess their suitability to represent your child



When approached by a football agent or during a meeting, it is important to ask the right questions to build a rapport and assess whether the football agent is suitable for your child. The key areas to explore are described below, along with specific questions to ask.

### The football agent's experience and qualifications

#### Educational background

What educational qualifications do you hold that are relevant to being a football agent?

---

#### Level of experience

What is your experience and track record in representing players, particularly those at a similar stage of their career as my child?

---

#### Working with young talent on the pitch

Can you share your experience of working with young players? How have you supported young players in their on-the-pitch development?

---

#### Supporting young talent off the pitch

How do you help young players with off-the-pitch matters, such as career planning, education or well-being?

---

#### Safeguarding and player care

I want my child to be placed at a club where there is a trained safeguarding/child protection/welfare officer – someone whom they can turn to if they have problems, worries or concerns. Do you check that clubs you work with have safeguarding and player care policies in place?

---

#### Examples of representation

Can you provide examples of young talent you have represented in the past? What challenges did you face, and how did you address them?

---

#### Examples of representation

Can you provide examples of young talent you have represented in the past? What challenges did you face, and how did you address them?

---

## Alignment with your child's long-term goals



### Understanding your child's goals

What are your thoughts on my child's career goals? How do you plan to help achieve those goals, both on and off the pitch?

### Support for career transitions

How will you support my child through key transitions, such as moving to a new club or signing their first professional contract?

## The football agent's network



### Does the football agent have a strong network?

A well-connected football agent can open up better opportunities for your child, such as securing trials or facilitating transfers. It is important to understand the strength of the football agent's network.

## Transparent communication



### Is the football agent open and honest?

It is crucial that the football agent be transparent in their dealings, both with the child and the parents. They should provide clear, understandable information and be willing to answer questions honestly. Parents should feel comfortable discussing all aspects of their child's representation openly.

### Openness and honesty

How will you keep us informed about your activities on behalf of my child? How transparent are you about contract terms, negotiations and opportunities?

### Communication channels

What is your preferred method of communication and how often will we receive updates?

## 2.6. Fake football agents

### WHAT IS A “FAKE FOOTBALL AGENT”?

Fraudulent football agents, also known as “**fake football agents**”, are individuals who falsely claim to have regulated status – in the case of football, **licensed football agent status, this means having been given a licence by FIFA** – and portray themselves as legitimate football agents to engage in unethical practices and criminal activities. Their objective is to exploit athletes and their families for personal gain.

Fake football agents often use **deceptive tactics** to engage with their victims and commit fraud. They may use false credentials or promise opportunities that do not exist, ultimately leading to financial or emotional harm.

Fake football agents are a known **integrity problem** in the world of football, and it is extremely important that parents take an active role in identifying and preventing these types of fraudulent activities.

### DECEPTIVE TACTICS OF FAKE FOOTBALL AGENTS

Fake football agents pose a threat to athletes – particularly those who are young or inexperienced – and their families because, according to research, these individuals may use deceptive tactics to exploit athletes for their own gain.



#### Deceptive tactics of fake football agents

- **Portraying themselves as legitimate licensed football agents**  
This is the primary tactic used to create a false sense of trust and to make initial contact and engage with players and their families.
- **Using false promises**  
These criminals often make unfounded and unrealistic promises about opportunities, such as trials, transfers and lucrative contracts for players. These false promises are used as a hook to gain control over their victims and manipulate them into trusting the football agent.
- **Demanding funds/payments**  
After gaining control, fake football agents financially exploit players and their families by demanding funds, often in return for the opportunities they have falsely promised.
- **Disappearance after receiving funds**  
Once the funds have been received, fake football agents typically disappear. This may happen after receiving payment from the family in their home country or, in some cases, after the player has moved away from home with the promise of football opportunities. In such situations, players are abandoned in a foreign location, left vulnerable and exposed to further exploitation.



## THE IMPACT OF FAKE FOOTBALL AGENTS ON PLAYERS AND THEIR FAMILIES



### Physical, mental and financial impact

The consequences of engaging fake football agents can be devastating. Families may experience financial losses and players can suffer physical and mental harm.



### Loss of control and exposure to exploitation

When fake football agents take control of a player's career (as they are often allowed to do by trusting families), it can lead to various forms of exploitation, such as the player's abandonment in unfamiliar locations or coercion into unsafe environments. These scenarios can have long-lasting negative effects on both the player and their family.





Detecting fake football agents is a crucial preventive measure in protecting young athletes and their families from potential deception and fraud.

## PROTECT YOUR CHILD FROM FAKE FOOTBALL AGENTS BY FOLLOWING THE BELOW STEPS

### STEP 1



#### Verify the licence status of the individual

Always verify the licence status of any individual who claims to be a football agent. This is a fundamental measure for any parent to detect a fake football agent. ([FIFA Parents' Guide 2](#)).

### STEP 2



#### Look out for red flags to assess if you are dealing with a fake agent

##### Unwillingness to provide licence details:

If the purported football agent hesitates or refuses to provide their FIFA Football Agent Digital Licence Card, this is a major red flag.

##### Pressure tactics:

Fake football agents often use high-pressure tactics to push families into making quick decisions without having checked their football agent licence.

##### Demanding funds:

A request for funds to find employment, promote a transfer or organise a trial is another strong indication that you are dealing with a fake football agent.

##### Unrealistic promises:

An individual promising lucrative contracts or opportunities is another sign of a fake football agent.

### STEP 3



#### Take safeguarding measures to protect your child and the family from fake football agents

##### Never let your child leave their home (town) with these individuals:

Under no circumstances should your child leave their home town with someone claiming to be a football agent for opportunities such as trials or transfers. Always confirm the legitimacy of the football agent and the opportunity first.

##### Do not give funds to individuals for opportunities:

Never give any funds to individuals who claim to provide footballing opportunities for your child. Legitimate opportunities should not involve upfront payments to football agents for trials or transfers.

##### Report fake football agents:

If you become aware of a fake football agent, it is important to report these criminals to the relevant law enforcement authorities. In most countries, this may be considered child trafficking, and criminal sanctions may be imposed.

##### Educate and support your child:

Raise your child's awareness about fake football agents. Educate them on the tactics used by these individuals and encourage open communication, so that they know how to identify and report suspicious behaviour.



# 03

UNIT 2

## Entering into a representation relationship



## Entering into a representation relationship

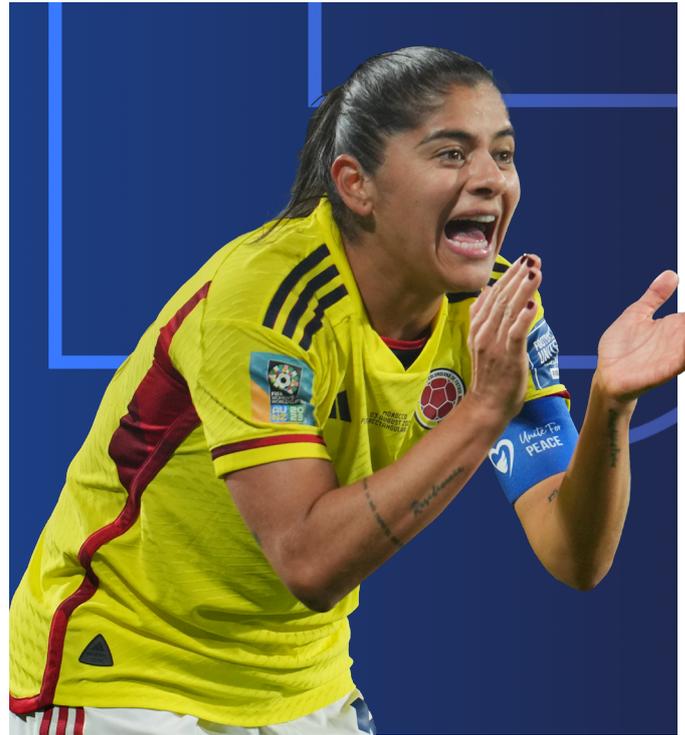
### 3.1. Representation agreement



#### What is a representation agreement?

A **representation agreement** is a written contract between the client (in this case, the player) and the football agent that establishes the legal relationship between the football agent and the player and enables the football agent to provide football agent services.

It is an important legal document that serves as the starting point for any player who is entering into a representation relationship with a football agent. This agreement defines the **services** that the football agent will provide to the player and the football agent's **roles and responsibilities** in the relationship, together with the obligations and responsibilities of the player towards the football agent.



#### Definition of "representation agreement" under the FIFA Football Agent Regulations (FFAR)

*Representation agreement: a written agreement for the purpose of establishing a legal relationship to provide football agent services.*



#### A requirement under the FFAR

The representation agreement is also a **regulatory requirement**. It needs to be in place for football agents to provide their services to their clients, ensuring that the relationship between the player and the football agent is formalised and compliant with the **FFAR**.

#### Article 12 paragraph 1 of the FFAR:

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





Representation agreements are governed by a range of conditions under the FFAR. When considering a representation agreement provided by a football agent, it is essential for parents to carefully examine the agreement to check whether it meets these regulatory standards. They should also thoroughly review its terms to ensure that it protects their child's best interests and aligns with their expectations. Parents should suggest amendments to the agreement if necessary and should not feel pressured to accept it immediately. **This guide outlines key considerations for parents when negotiating the representation agreement, during the signing process and after the agreement has been signed.**

<p><b>Regulatory compliance</b></p>	<p> <b>QUESTION</b></p> <p><b>Have you checked the representation agreement for compliance?</b></p>
<p><b>Before signing the representation agreement</b></p>	<p> <b>QUESTION</b></p> <p><b>Does the representation agreement comply with the regulations, particularly the FFAR?</b></p> <p>To answer this question, parents and players must thoroughly check the representation agreement to ensure that it complies with the regulatory requirements.</p>



### **Check that the agreement contains the minimum elements to be valid**

**Question to ask:** Does the agreement contain the minimum elements to be valid?

Under the FFAR, there are certain items that representation agreements must contain to be valid. Parents and players must ensure that the representation agreement includes:

- » the names of the parties;
- » the duration of the agreement (a maximum of two years);
- » the amount of the service fee due to the football agent;
- » a description of the nature of the football agent services to be provided; and
- » the signatures of both parties (including a parent's countersignature if the player is a minor).



### **Check that the duration of the agreement does not exceed two years**

**Question to ask:** Does the duration of the representation agreement comply with the regulatory requirements by not exceeding two years?

Under the FFAR, the duration of the representation agreement between the football agent and the player may not exceed two years. Ensure that the duration of the representation agreement does not surpass this limit.

**Check that the agreement does not contain an automatic renewal provision**

**Question to ask:** Does the representation agreement contain any automatic renewal provisions?

Under the FFAR, automatic renewal provisions, or any other provisions that attempt to extend the term of the representation agreement beyond the maximum period permitted, are not acceptable and are considered null and void. Ensure that the agreement does not contain any automatic renewal provisions.

**Check that only a single representation agreement is signed at a time**

**Question to ask:** Has the player signed any other representation agreement with the same football agent?

Under the FFAR, players are only permitted to sign one representation agreement at a time; an overlapping contract may not be signed with the same football agent before the current one expires.

Ensure that there is no other existing representation agreement in place with the current football agent or any other football agent.

If the player has an existing representation agreement with another football agent, check the exclusivity terms of that agreement.

**Ensure that the football agent provides an opportunity to seek independent legal advice**

**Question to ask:** Have you been given an opportunity to seek independent legal advice?

Under the FFAR, football agents must inform the player in writing that they should consider taking independent legal advice regarding the representation agreement. This advice may be from statutory agencies, non-governmental agencies or lawyers specialising in workers' rights (specifically child labour) and sports law, with specialist knowledge of contractual matters.

The football agent must also obtain the player's written confirmation that they have either obtained or decided not to take such independent legal advice.

**Ensure that you seek independent legal advice on the representation agreement**

**Question to ask:** Have you obtained independent legal advice on the representation agreement?

Parents are strongly advised to seek independent legal advice and to make sure that the legal adviser to whom they turn is truly independent, i.e. that the adviser is not also representing the football agent. This advice may be from statutory agencies, non-governmental agencies or lawyers specialising in workers' rights (specifically child labour) and sports law, with specialist knowledge of contractual matters.

## Considerations when signing the representation agreement



### **If the player is a minor, ensure that you, as a parent, countersign the representation agreement**

**Question to ask:** Is your child a minor? If so, have you countersigned the representation agreement as the legal guardian?

As the legal guardian of the player, the parent must countersign the representation agreement, together with their child.



### **Ensure that you seek independent legal advice on the representation agreement and the signing process**

**Question to ask:** Have you obtained independent legal advice on the process for signing the representation agreement?

It is strongly advisable for parents to seek independent legal advice and make sure that this independent legal adviser is not also representing the football agent. This advice may be from statutory agencies, non-governmental agencies or lawyers specialising in sports law with knowledge of contractual matters.

## Considerations after signing the representation agreement



### **Ensure that a signed copy of the representation agreement is given to you and/or your child**

**Question to ask:** Have you received a signed copy of the representation agreement?

The football agent should provide a signed copy of the representation agreement to the parent and/or the player.





## GOOD PARENT PRACTICE



### Be clear on the terms and conditions of the representation agreement

**Question to ask:** Are all the terms and conditions of the agreement clear to you and your child?

Ensure that all contractual terms and conditions, such as fees, the services provided and the duration, are clear and fully understood.



### Understand the termination conditions of the agreement

**Question to ask:** Do you understand the termination conditions of the representation agreement?

Check the termination conditions of the agreement, i.e. how and under what conditions either party may terminate the agreement. Ensure that these clauses are fair and that there is a way out if the relationship does not work as expected.



### Monitor the football agent's contractual compliance

**Question to ask:** Is the football agent fulfilling their contractual obligations?

Regularly check if the football agent is fulfilling their obligations as defined in the representation agreement. This includes providing services and adhering to reporting and regulatory requirements for compliance purposes.



### Check the service fee structure and payment terms

**Question to ask:** Is a service fee payable? If so, is the service fee structure clearly defined and outlined to you and your child?

Confirm that a fee is payable for the football agent services if your child is a minor and that the fee structure is clearly defined and also aligned with regulatory requirements. Make sure that you understand how and when payments will be made and to whom.

It is important to note that a football agent may not receive a service fee when engaged to perform football agent services relating to a minor unless the relevant player is signing the first or subsequent professional contract in accordance with the law applicable in the country or territory of the member association where the minor will be employed.



### Agree on role of the parent(s) in decision-making

**Question to ask:** Have you agreed how you will be informed and consulted?

Confirm your role in the decision-making process regarding your child and consider including a provision in the representation agreement that outlines how you will be informed and consulted on decisions affecting your child, especially if your child is a minor.



### Keep records of communications with the football agent

**Question to ask:** Do you keep records of all communications between the football agent and your child/yourself?

Maintain a good record of communications with the football agent, including emails, messages and notes from meetings. This ensures transparency and provides evidence if disputes arise.





## FIFA standard representation agreement

FIFA has developed a standard Representation Agreement template to ensure consistency, transparency, and compliance in relationships between football agents and their clients. This template outlines the essential terms and regulatory requirements that must be included in any valid representation agreement. As a parent, understanding this template can help you assess the contract offered by an agent and ensure it meets the necessary standards to protect your child's best interests.

The template is accessible via the [FIFA website](#).

## 3.2. Inducements



### What is inducement?

In the context of football agents, an inducement refers to any incentive or reward offered to a player or their family to persuade them to enter into a representation agreement or representation relationship.

Inducements can take many forms, including cash payments or gifts.

**Inducements are unethical and, more importantly, are prohibited under the FIFA Football Agent Regulations.**

Football agents may use inducements as a way to gain influence over a player's decision, often targeting young players and their families, who may be unaware of the rules or who feel pressured by the prospect of professional opportunities. It is critical for parents to understand that accepting inducements from football agents is not only against the regulations but can also compromise the player's career and expose them to risks, including potential regulatory misconduct and **related sanctions**. Additionally, offering inducements may constitute a crime, such as bribery, under ordinary law,



As a parent, it is important to understand that rejecting any form of inducement is an essential step in ensuring that the relationship with the football agent remains **transparent and complies with the relevant regulations**, safeguarding the interests of your child and their career.





### Prioritise your child's welfare and rights

#### QUESTION

**Are you making decisions based on what is in your child's best interests rather than any personal gain?**

Always keep your child's best interests at the heart of your decision-making. Avoid being influenced by incentives that could compromise your child's welfare or development or the transparency of representation.

### Recognise and reject inducements

#### QUESTION

**Is the football agent offering cash, gifts, free trips or any other type of inducement?**

#### QUESTION

**Does the offer feel like it is intended to influence your decision to choose the agent as your child's representative?**

Politely but firmly reject any offer of inducements, explaining that you want to comply with the regulations and why it is not appropriate to accept them.

Use the opportunity to emphasise that, as part of your steadfast commitment to your child's welfare, you and your child value transparency and professionalism above all else.

### Report inducements

#### QUESTION

**Do you know where and how to report inducements by a football agent?**

Be prepared to report any attempts at inducements to the relevant football governing body.

The FIFA Reporting Portal can be found [here](#).

Reporting unethical conduct helps to protect your child and contributes to a more ethical and professional environment in football.

### Educate your child about inducements

#### QUESTION

**Have you discussed the risks of inducements with your child to make sure that they understand why it is important to reject this type of offer?**

Talk to your child about the importance of being represented ethically. Explain what inducements are, why they are wrong and the potential risks associated with them.

Encourage your child to inform you if they receive any offers directly, emphasising that they should never feel pressured to accept gifts or incentives.

Ensure that your child knows that they have a right to be represented ethically and professionally and should always inform you if they have been approached directly by a football agent with an inducement.



# 04

UNIT 3

## Working with the football agent



## Working with the football agent

### 4.1. Developing a collaborative working relationship

#### Why is developing a collaborative relationship with a football agent important for parents and what is their role in the process?

The representation relationship between a football agent and your child is an important part of their football career. As a parent, your role in this relationship is vital, and developing a collaborative working relationship with the football agent is crucial for ensuring that your child's needs and rights are placed at the centre of the representation relationship between the football agent and your child. It encourages open dialogue between you, the football agent and your child, ensuring that the football agent's actions are always aligned with your child's current and long-term interests.

#### THE ROLE OF PARENTS AS PART OF A COLLABORATIVE RELATIONSHIP WITH THE FOOTBALL AGENT

As a parent, you play a pivotal role in supporting and overseeing your child's representation relationship with their football agent. A collaborative approach involves taking the action set out below.



##### Advocating for your child's needs:

You can advocate for your child's specific needs and goals, ensuring that the football agent understands what is most important for your child's growth as a player and a person.



##### Guiding your child:

It is important to guide your child (especially if they are a minor) through decisions, helping them to understand the implications of choices made with the football agent.



##### Supervising compliance:

It is your responsibility to ensure that the football agent complies with all legal and regulatory frameworks and that all action taken is lawful and ethical, thus safeguarding your child's interests.

Developing a collaborative working relationship with the football agent, while prioritising your child's needs and rights, creates a supportive environment that is conducive to their success and well-being, both on and off the pitch.

#### WHAT DOES A COLLABORATIVE WORKING RELATIONSHIP LOOK LIKE?

After establishing a good relationship and building a rapport with the football agent, you will be well positioned to determine how the working relationship is going to develop. A collaborative working relationship means a partnership where all parties – parent, child and football agent – work together effectively to support the child's development, ensuring that the child is at the centre of the decision-making process.

## KEY COMPONENTS OF A COLLABORATIVE WORKING RELATIONSHIP



### Shared objectives and expectations

A useful exercise to build a collaborative relationship is to openly consider each other's expectations. It is important to discuss the parties' expectations of themselves and what forms of support will be crucial to help the child.

Establishing how each party will best contribute to supporting the player is also important. Clarify the roles and qualities that are essential for a positive relationship between parents, the football agent and the child.

Also discuss how the football agent will work with you as a parent.



### Transparency regarding decision-making

Decisions regarding trials, transfers or contracts must involve open discussion between the football agent, parent and child, making sure that all parties understand why a particular decision is being made and how it aligns with the child's football and holistic development. It is important that parents request, and be given, any documentation and offers regarding opportunities for their child, such as trials, contracts or transfer agreements.



### Positive conflict resolution

There may be times when conflicts or disagreements arise. A collaborative relationship requires there to be methods for addressing these issues constructively in order to avoid a negative impact on the child. The parents and football agent should feel confident in discussing issues and finding resolutions without compromising the child's best interests and overall development.



### Respect for the child's views

Being child-centred means that the child's views and preferences should be taken into account. The parent, football agent and child should all be involved in discussions about the child's future, and decisions should reflect what is best for the child.





## Setting benchmarks for a collaborative working relationship at an early stage



### Initial discussion with the football agent

Start by setting the tone for a positive, respectful and transparent relationship. During initial meetings with the football agent, discuss shared goals for your child, each of your expectations and each party's role in achieving them.



### Agree on communication methods

Establish how communication will take place, whether through regular in-person meetings, emails or phone calls. Agree on the frequency of updates to keep everyone informed and involved.



### Communicate the child-centred focus

Clearly communicate that the needs and best interests of your child will be at the centre of all decisions. Make sure that the football agent understands the importance of respecting your child's views

## Things to look out for and monitor during the representation relationship



### Monitor the services provided by the football agent and the progress made

Regularly check in with both the football agent and your child to understand how things are progressing, ensuring that the football agent is delivering professional and ethical services.



### Keep an open dialogue

Be available for discussions and maintain an open dialogue with the football agent. Encourage the football agent to provide honest updates about your child's career development and voice any concerns or suggestions you may have.



### Monitor the football agent's legal and regulatory compliance

Ensure that the football agent complies not only with the law, but also with the terms of the representation agreement and the regulations relating to football.



### Support the football agent

Offer support to the football agent in areas where your involvement may be helpful, such as providing relevant information about your child's interests or needs.

## When to be involved in decision-making around your child – finding the right balance



### Major decisions

Be directly involved in any major decisions that impact your child's football career. Make sure that your child has a voice in these decisions and that their views are respected.



### Allow some autonomy

While it is important to be involved, also provide your child with some level of autonomy in the representation relationship. This builds their confidence and allows the child to develop independence, whilst you offer a supportive presence in the background.



### Act as an advocate

In situations where your child is unsure or needs support, act as their advocate. This may involve seeking further information or clarification from the football agent.



## What to do if the collaborative approach is breaking down



### Address concerns early

If you feel that the collaborative approach is breaking down, address your concerns with the football agent promptly. Be clear about what aspects of the relationship are not meeting expectations.



### Discuss possible solutions

Work with the football agent to find a solution that puts the focus back on your child's best interests. Be open to making adjustments on both sides to resolve any issues.



### Consider formal action if needed

If issues remain unresolved or you feel your child's best interests are being compromised, consider seeking legal advice or terminating the representation relationship, following the requirements stipulated in the representation agreement and under the relevant regulations.



## 4.2. Trials

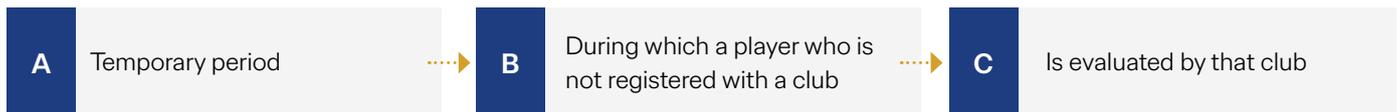


### What is a trial?

Trials can be important for your child by opening doors and providing opportunities for them.

Along with regulatory matters that are important for compliance, there are also practical factors that must be considered in order to uphold the welfare and safeguarding of your child when they are involved in trials.

We can identify three core elements from this regulatory definition:



In practical terms, this means that your child will be with a club for a temporary period, allowing the club to closely assess your child's football ability and suitability for their team. At the end of the trial, your child may be offered a contract or an opportunity with the club, or the trial may be unsuccessful, meaning that no offer will be made.

Following a successful trial, the player may be offered the chance to register with the club, either at the academy or with the first team.

### Definition of "trial" under the FIFA Regulations on the Status and Transfer of Players (RSTP)

*"Trial: a temporary period during which a player that is not registered with a club is evaluated by that club."*



### Types of trials

#### Domestic trials

A domestic trial takes place within the home country of the child, where the child is invited to a club to be assessed.

#### International trials

An international trial involves the child travelling to a different country to be evaluated by a club. International trials can be an exciting and important opportunity, but they also involve more risks and challenges, such as long travel arrangements, adjusting to a different culture and diet, missing out on school, and possibly language and social barriers for the child.

**It is important for parents** to pay extra attention to safeguarding and ask the football agent if they have checked whether potential clubs have a safeguarding and player care policy in place. Making sure that their child is properly supported when away from home is critical, as this is when the risks of abuse, neglect and exploitation can increase in football. It is therefore advisable for at least one of the parents to accompany their child when travelling for and attending international trials.

#### The concept of exit trials

Exit trials are organised events where players who have been released by their clubs are given the chance to showcase their abilities to scouts and coaches from other clubs. Exit trials are often seen as a final opportunity to gain a new club contract after a player's initial contract has not been renewed. These trials are typically attended by multiple clubs and provide players with a platform to demonstrate their skills in front of a range of potential suitors. They can be particularly important for players seeking to continue their football careers after being released.



Understanding the regulatory requirements concerning trials helps parents to ensure that the trial process is safe and compliant for their child. **Parents play a critical role in verifying that all necessary regulatory requirements are followed in the trial process.**

## Regulatory considerations for international trials

It is essential for parents to be aware of FIFA's regulatory requirements under the **Regulations on Status and Transfer of Players (RSTP)** to ensure that the trial process is compliant. This is also in the best interests of their child.

The key regulatory aspects that parents need to understand when their child is involved in an **international trial** are as follows:



### Permission from the child's current club when the child is a professional player

If your child has already signed as a professional with a club, they may only participate in a trial at another club if they have written permission from their current club. This ensures that all parties are informed of and agree to the trial.



### FIFA Trial Form: an agreement on trial conditions

Before a trial commences, both the club and the player must agree on the conditions of the trial, including the following aspects:

- **Payment for accommodation:**

Where will your child stay during the trial and who will cover the costs?

- **Travel expenses:**

Who will pay for travel costs related to getting to and from the trial?

- **Meals:**

Who will provide and pay for meals during the trial period?

- **Daily expenses:**

How will daily costs, such as transport or minor expenses, be managed?

All these details must be recorded in the official [FIFA Trial Form](#), which acts as a formal regulatory document in the process.



### Completion and lodging of the FIFA Trial Form

The **FIFA Trial Form** must be **completed, signed** and lodged by the club in the **FIFA Transfer Matching System (TMS)** at least ten **days before the trial begins**. This process ensures that the trial is officially documented.



### Duty of care during the trial

During the trial period, the **trial club owes a duty of care** to the player to ensure that your child's safety and well-being are prioritised. That is why it is essential that you ask the football agent if they have sought a club where there are safeguards and player care policies in place.



### Maximum duration of trials

The duration of trials is strictly regulated and it is important that the following time limits not be exceeded:

- **For players aged 21 and below:**

The maximum trial period is **eight weeks** per club, in any one season. This can be either consecutive or split into multiple periods.

- **For players over the age of 21:**

The maximum trial period is **three weeks** per club, in any one season.

Make sure that the trial duration for your child does not exceed these limits.



### Participation in friendly matches only during trials

During the trial, your child is **only allowed to participate in friendly matches** or other activities that fall outside of **organised football** (i.e. official competitions). This means that the club may not involve your child in official league matches or official tournaments.



### No payments related to the trial

Anyone who is subject to FIFA regulations is **prohibited from requesting, offering or receiving payments related to a trial**, apart from those agreed for accommodation, travel, meals and daily expenses as documented in the FIFA Trial Form. **This is to prevent any potential for unethical practices or financial exploitation.** Parents must ensure that no payment requests are made outside of these defined areas.

## Additional regulatory considerations for minor triallists

Additional regulatory requirements apply to trials for minor players, i.e. those under the age of 18. It is crucial for parents to understand these. These provisions are designed to ensure the **safety and welfare** of young players and to protect their rights throughout the trial process. The **key requirements** for minor players taking part in international trials are as follows:



### AGE REQUIREMENTS/RESTRICTIONS FOR TRIALS

A minor may only perform a trial with a club if the trial starts:

- during the season of the minor triallist's 16th birthday; or
- during the season of their 15th birthday if both the minor's domicile and the club's domicile are in Europe.



### WRITTEN PARENTAL PERMISSION

The club must obtain **express written permission** from the minor triallist's parents before the trial can take place. This requirement ensures that parents are fully informed and actively involved in decisions concerning their child's participation in international trials.



### DESIGNATED POINT OF CONTACT AT THE CLUB

The club is required to designate an **employee within the club** to serve as the **point of contact** for the minor triallist. This means that there will be a dedicated person who is responsible for overseeing the minor's welfare and whom parents can contact if they have questions or concerns during the trial.



### ACCOMMODATION AND LIVING STANDARDS

The club must ensure that the minor triallist is provided with **optimum accommodation and living standards**. The club should also cover **adequate expenses**, including those relating to living expenses, such as accommodation and meals.

#### Informing the minor's current club (for amateur minor players under the age of 16).

For **amateur minor players under the age of 16**, the player's current club must be informed of the trial. The club must be provided with a complete and duly signed **FIFA Trial Form**.



### LIMITS/RESTRICTIONS ON THE NUMBER AND DURATION OF TRIALS PER YEAR

A minor may only attend a maximum of two trials per calendar year, with each trial being subject to the duration limits outlined under the FIFA RSTP: eight weeks, consecutive or non-consecutive, per club. This restriction helps to protect young players from excessive trial periods.



## What to expect from a football agent in a trial process

Football agents may play an important role in arranging and coordinating trials for players. It is important for parents to understand what their child's football agent should be doing before, during and after a trial to ensure a smooth and successful experience.



### IDENTIFYING THE OPPORTUNITY AND ARRANGING THE TRIAL

One of the roles of a football agent is to arrange a trial with a suitable club for the player. This involves the following:

- **Identifying the right opportunity:**  
The football agent needs to find a club that fits the player's skill level, career stage and ambitions.
- **Negotiating the trial invitation:**  
The football agent may negotiate with the club to secure an invitation for the player to attend the trial.
- **Assisting with the completion of the necessary paperwork for trials:**  
The football agent needs to understand the regulatory requirements and the relevant documents for arranging and coordinating trials and help parents and clubs to comply with/complete them.



### COORDINATING AND MANAGING THE TRIAL PROCESS

Once a trial has been arranged, the football agent may coordinate various logistical aspects and manage the overall trial process in conjunction with the clubs, including the following:

- **Logistics and travel arrangements:**  
The football agent may help to organise **travel, accommodation and other logistical arrangements.**
- **Supporting the player in the process:**  
The football agent should communicate clearly with both the player and the parents about what to expect during the trial. The football agent should also make sure that all the conditions of the trial (such as payment for accommodation, meals and other expenses) are clearly explained to both the player and the parents, so everyone is aware of their responsibilities.
- **Ensuring that the duty of care towards the player is upheld:**  
During the trial, the football agent should make sure that the club is fulfilling its duty of care to the player. The football agent should also be available as a point of contact for both the player and the parents in case there are any issues during the trial and establish a line of communication with the club safeguarding/child protection/welfare officer (or local equivalent) if there is one.





## AT THE END OF THE TRIAL

### ● Assessing the club's feedback:

The football agent should gather **feedback from the club** regarding the player's performance during the trial. This is crucial in understanding whether the trial has been successful and if a contract or opportunity may be offered by the club.

### ● Discussing offers:

If the trial is successful, the football agent will be responsible for discussing contract offers with the club.

### ● Evaluating unsuccessful trials:

If the trial is unsuccessful, the football agent should provide **constructive feedback** to the player and their parents. This feedback should help the player to understand areas for improvement and identify what steps can be taken to enhance their chances in future opportunities.

### ● Planning the next steps and for the future:

Whether or not the trial is successful, the football agent should work with the player and their parents to plan the next steps in the player's career.





When a child is going for a football trial, the football agent may facilitate the trial process, but parents also have a key role to play in preparing their child and managing expectations. As parents, you should primarily focus on providing emotional support and encouragement to your child, as well as ensuring their welfare and safety.

## » Before the trial

### Ensure clarity on all aspects of the trial



- ✓ **Confirm the arrangements:** Ensure that you have a clear understanding of all the logistical details regarding the trial.
- ✓ **Discuss financial aspects:** Clarify with the football agent and the club what costs are covered by the club. Make sure that this is agreed upon and clearly outlined.

### Avoid exploitation risks



- ✓ **No unauthorised payments:** Be aware that requesting or offering any payment related to trials is strictly prohibited, aside from expenses covered by the club. If anyone asks for money for trials, consider this a red flag and report it to the relevant authorities.

### Ensure appropriate permissions and documentation



- ✓ **Make sure that all necessary permissions** are in place before your child goes for a trial.
- ✓ **In the case of international trials, ensure that your child has all necessary travel documents**, such as passports and visas, as well as health and travel insurance, and that you have copies of these documents for reference. Also keep a signed copy of the FIFA Trial Form.

### Ensure that you have contact details



- ✓ **Emergency contacts for your child:** Make sure that your child has a list of important contact numbers, including yours, the football agent's, that of the club's designated point of contact and, where applicable, that of your country's nearest embassy/consulate in the host country/territory. This list should be easily accessible in emergencies.
- ✓ **Obtain details of the club's point of contact:** For minors, make sure that the club has designated a staff member to act as the point of contact. This individual should be accessible and responsible for your child's welfare during the trial, and you should have their contact information in case you need to reach them. This person may be known as the safeguarding, child protection or welfare officer or there may be a local equivalent depending on the country/club. You should request their name and direct telephone number.

### Ensure travel safety and that logistical arrangements are in place



- ✓ **Ensure that travel arrangements are safe and reliable** and, where possible, that travel insurance is in place. Your child should be accompanied by a responsible adult (either you or a chaperone from the club or the football agent's team). You should ask whether this person has had safeguarding training and if travel insurance and health insurance are provided.

### Set realistic expectations for your child about the trial



- ✓ **Talk about the trial:** Speak to your child about what they should expect during the trial. Let them know that this is an opportunity for the club to assess them, and that it may or may not lead to an offer.

### Ensure that the duty of care is upheld during the trial process



- ✓ **Ensure that the football agent and the club understand the duty of care required:** Make sure that the football agent has communicated all safeguarding and welfare requirements with the club and has checked that a proper duty of care will be upheld during the trial.
- ✓ **Emotional support:** Trials, particularly international ones, can be overwhelming. Speak to your child about what to expect and remind them that they can always communicate their concerns. Encourage your child to speak up if they are unhappy or feel unsafe during the trial. This is why it is especially important that you ask questions about whether the club has a safeguarding policy and a designated safeguarding/child protection/welfare officer, so that your child knows whom they can talk to if they are worried or have concerns.
- ✓ **Ensure your child's safe return home:** Confirm the travel arrangements for your child's return home in advance. Ensure that all tickets and transport are properly booked and that any required travel documents and insurance are in place, such as passports and travel insurance.

### Ensure that the duration of trials does not exceed regulatory limits



- ✓ **Two trials per year, each not exceeding eight weeks:** A minor is only permitted to attend two trials per calendar year, and the duration of each trial must not exceed eight weeks. Parents should ensure that their child is not being exposed to excessive trials, as overexposure may affect their well-being and other commitments.



## » After the trial

### Gather feedback from the football agent or the club



- ✓ **Request feedback:** Once the trial is over, ask the football agent or the club to provide detailed feedback.
- ✓ **Discuss the outcome of the trial:** If the trial is successful and an offer is made, the football agent and the club should help to explain the terms of the offer and what it means for your child's development. If the trial is unsuccessful, the football agent and the club should provide feedback that helps the player to understand why and what steps could be taken to improve.

### Reflect on the trial experience



- ✓ **Talk with your child:** Sit down with your child and reflect on their experience of the trial. Whether the outcome is positive or negative, discussing how they felt about the experience is important for emotional growth and development.
- ✓ **Stay positive:** Reinforce the value of the trial experience, regardless of the outcome. As a parent, your role is to help your child see the positives in every situation.



### 4.3. Transfers



#### What is a transfer?

A transfer is the process of moving a player's registration from one football club to another, either within the same country or internationally. Transfers are regulated by FIFA and member associations and are crucial for players to progress in their careers, whether they are moving on for a better opportunity or being released by a current club.



#### Types of transfers

Transfers can be categorised into two main types:

- **National transfer**

A national transfer refers to the movement of a player's registration between clubs within the same country (clubs that belong to the same association).

The **FIFA Regulations on Status and Transfer of Players (RSTP)** define a national transfer as *"the movement of the registration of a player at an association from one club to another within the same association"*.

- **International transfer**

An international transfer involves the movement of a player's registration from a club in one country to a club in another country. According to the **FIFA RSTP**, an international transfer is *"the movement of the registration of a player from one association to another association"*.



#### Key regulatory considerations for international transfers of minors (RSTP)

##### Regulatory considerations for international transfers of minors

The **international transfer of minors** is subject to strict regulations to protect young players and safeguard their welfare.

**As a parent, it is crucial to understand these rules to assess whether your child, if they are under the age of 18, is eligible to make an international transfer.**



#### KEY REGULATIONS:

##### FIFA Regulations on Status and Transfer of Players (RSTP)

The **FIFA RSTP** govern the **international transfer of minors, i.e. child players**. Generally, players under the age of 18 are not allowed to make an international transfer. However, article 19 of the RSTP outlines **exceptions** to this rule and details the processes involved.



**ART. 19 | GENERAL RULE AND EXCEPTIONS****ART. 19, PARA. 1** >> The general rule

As a general rule, the international transfer of a player is only allowed if the player is over 18 years old.

**ART. 19, PARA. 2** >> Exceptions to the general rule

There are five specific exceptions to the rule that allow players under 18 to be transferred internationally:

1. **Parental exception:** The player's **parents move to the country** where the new club is located, for reasons that are **unrelated to football**.
2. **European Union (EU)/European Economic Area (EEA) or same-country exception:** The player is aged **between 16 and 18** and the transfer is taking place **within the EU/EEA** or between two associations in the same country.
3. **50+50 exception:** The player lives **less than 50km from the national border**, and the new club is also **within 50km** of that border. The maximum distance between the player's domicile and the club's headquarters is 100km. In such cases, the player must continue to live at home and the two associations concerned must give their explicit consent.
4. **Refugee exception:** The player **flees their country of origin** (without their parents) for **humanitarian reasons**.
5. **Student exchange exception:** The player moves to another country without their parents for a **temporary academic exchange programme**.

**ART. 19, PARA. 3** >> Additional exception (five-year rule).

There is an additional exception that allows a child who has **never previously been registered** with a club and is not a national of the country where they want to be registered for the first time to do so if the child has **lived continuously in the new country for at least five years**.

**FIFA approval process for international transfers of minors**

Even if a minor's case fits under one of the exceptions outlined above, **FIFA approval** is required before the transfer can take place. The approval process is designed to ensure that the player's welfare is prioritised.

The national association of the new club must submit an application for approval through Transfer Matching System (**TMS**), including evidence that the child meets the criteria for one of the exceptions.

**Supporting documentation for the application for FIFA approval**

The approval application must include **supporting documents** that demonstrate how the circumstances meet the criteria for an exceptional international transfer to be approved. The [FIFA Guide to Submitting a Minor Application](#) provides details on which documents are required for each specific exception.



When a child is involved in a transfer between clubs, parents play a crucial role in supporting them and ensuring that their best interests are prioritised. Transfers can be a significant moment in a young player's career, and making informed decisions whilst taking a rights-based, child-centred approach is essential.

Some of the key considerations for parents on what to know, what to do and what to consider during the transfer process are outlined below.

## Things to know



### Understand the transfer process

Know the type of transfer your child is undergoing, whether domestic or international, and be aware of the regulatory requirements for each.

Understand the FIFA Regulations on Status and Transfer of Players (RSTP) and any exceptions that may apply to your child if they are a minor in the case of an international transfer. This knowledge will help you to check whether your child is eligible for the international transfer.



### Your child's rights in the transfer process

Your child has the right to be consulted and to have their views taken into consideration in all decisions affecting them. A transfer can have a major impact on their life, and it is essential to ensure that they feel involved in the process and agree to the transfer.

The transfer must be in the best interests of your child. It is important to evaluate how the move will affect their education, well-being and personal development beyond just their football career.



### Understand the employment contract

It is important to understand the contractual terms regarding your child's transfer. Ask the football agent and the new club to provide you with your child's employment contract and thoroughly review it. Seek independent legal advice on the proposed employment contract.

## » Things to do



### **Involve your child in the decision-making process**

Speak to your child about their feelings and their goals and ask them if the transfer is something that they really want. Their opinions are valuable, and the decision should be a joint one that includes their input.



### **Work closely with the football agent to safeguard the best interests of your child and regulatory compliance**

Ensure that the football agent is acting in your child's best interests. The football agent should explain every aspect of the transfer, including any contract details, and provide full transparency. If you have any concerns about the transfer, discuss these with the football agent.

Ensure that the football agent understands the regulatory regime on the international transfer of minors and has thoroughly reviewed the requirements and the application by working closely with the club.



### **Do your homework on the new club**

Research the new club thoroughly. Understand its youth development programme and how it supports young players both on and off the pitch. You are strongly advised to speak to the club's representatives in advance to understand how your child will be supported in their football and personal development.



### **Ensure the educational development of your child**

Ensure that the transfer will not negatively impact your child's education. For international transfers in particular, check how the new club will facilitate your child's continued education and provide academic support.

Ensure that you discuss your child's education with the football agent and the club.



## » Things to consider



### Your child's best interests

Consider whether the transfer is genuinely in the best interests of your child. Is the new club offering better development opportunities, a positive environment and support both on and off the pitch? The decision should always be about what is best for your child's overall development.



### Long-term development versus short-term gains

Evaluate the transfer from a long-term perspective rather than just focusing on immediate benefits. Does this move align with your child's career goals and provide an opportunity for holistic growth as a player and an individual?



### Emotional impact on and support for your child

Transferring to a new club can be both exciting and challenging. Consider the emotional impact of the move on your child, especially if they have to leave their home, friends or school. Talk openly with your child about how they feel and ensure that they are emotionally prepared for the change and know whom to contact if they have any concerns.



### Family support for your child

Assess how your family can support your child during the transfer. Will you be able to move with them if it is an international transfer? If not, how can you maintain strong communication and provide emotional support? Keeping your child's emotional needs at the forefront is crucial for their well-being during the transition from one club to another.



## 4.4. Employment contracts



### What is an employment contract?

In football, an employment contract is the key legal document that determines the player's terms of employment with a club.

It is essential for parents to understand the different types of contracts that their child may be offered.



### Types of employment contract

#### Professional contract

A professional contract is signed by a player who is officially employed by a club and receives remuneration for their football activities in excess of the expenses that they incur.

A professional contract is typically the first major milestone in a young player's career, as it signifies that the club values them enough to employ them on a paid basis, investing in their development.

#### Academy contract (scholarship contract)

An academy contract, also known as a "scholarship contract", is typically offered to young players who are part of a club's youth academy.

Scholarship contracts are signed prior to the first professional contract and provide young players with the opportunity to develop their skills while receiving support from the club. The terms of a scholarship are determined according to the domestic rules of the relevant member association.



#### Definition of a professional under the FIFA Regulations on Status and Transfer of Players (RSTP):

*"A professional is a player who has a written contract with a club and is paid more for their footballing activity than the expenses they effectively incur. All other players are considered to be amateurs."*





## Key regulatory considerations regarding employment contracts

**FIFA Regulations on Status and Transfer of Players (RSTP)** set out key guidelines for employment contracts in football. The key regulatory provision concerning employment contracts is article 18 of the RSTP which is a mandatory provision that applies to every transfer, both international and domestic, and to players of all ages.

The main aspects **article 18 of the RSTP** that parents should be familiar with are outlined below:



### Detailing the involvement of a football agent in employment contracts

According to **article 18 paragraph 1 of the RSTP**, any employment contract that is concluded following the involvement of a football agent must include:

- the football agent's name;
- details of their client (in this context, the player);
- the football agent's FIFA licence number; and
- the signature of the football agent, which is also required under the FIFA Football Agent Regulations (FFAR).

The purpose of these rules is to ensure transparency regarding the role of football agents in contract negotiations.

Similarly, under **article 12 paragraph 11 of the FFAR**, any transfer or employment contract that results from the services of a football agent must contain these same elements. This ensures that the football agent's role is fully disclosed and documented.



### Signing the first professional contract for minors

For parents, there are two key regulatory aspects to consider when your child is about to sign their first professional contract:

#### ● Contract term limits for minors

Under **article 18 paragraph 2 of the RSTP**, a player who is under the age of 18 may not sign a professional contract for a term longer than three years. Any clause that extends the contract beyond three years will not be legally recognised. It is important for parents to ensure that the duration of the contract complies with this limitation by verifying that the football agent checks the duration.

#### ● Capacity to sign contracts

By law, children usually may not enter into legally binding contracts on their own. In most cases, the parent or legal guardian must also sign the contract. Parents should always check the national law applicable to the contract to confirm the requirements for a minor signing an employment contract. This ensures that the contract is legally valid and the rights of the minor are fully protected. Please note that the permitted age to sign an employment contract varies from country to country. Even if a country allows a player to work at a young age, the best interests of the minor must always supersede purely financial considerations.



### Conditions for the validity of contracts

Under **article 18 paragraph 4 of the RSTP**, the validity of an employment contract cannot be conditional upon a successful medical examination or the grant of a work permit. This provision means that, once signed, the contract should not be subject to further conditions, such as the player passing a medical exam or receiving a work permit, as these conditions could potentially be used to exploit or undermine the player.



## Regulatory compliance

### 01 Verify the employment contract's compliance with the regulations

Ensure that the football agent checks that the contract complies with the FIFA RSTP and the FFAR, as well as the regulations of your respective member association.

#### QUESTION

Has the football agent ensured that the employment contract complies with FIFA regulations and the regulations of your national association?

### 02 Ensure that the details of the football agent are incorporated into the contract if football agent services are provided

This means verifying that the contract includes the football agent's name, FIFA licence number and signature, together with their client's (i.e. your child's) name .

#### QUESTION

Does the employment contract include the football agent's name, FIFA licence number and signature and the client's (i.e. your child's) name?

### 03 Duration of professional contract for minors

Ensure that the maximum duration of the contract is three years if your child is under 18 years old. Any clause suggesting a longer term will not be acceptable under the FIFA RSTP.

#### QUESTION

If your child is under the age of 18, does the employment contract comply with the maximum duration of three years?

### 04 Duration of professional contract for minors

Check if the parent or legal guardian must also sign the contract, as children generally cannot legally enter into contracts by themselves. Check the national law in your country for these requirements.

#### QUESTION

Does your child's legal status require a parent or guardian to also sign the contract?  
Have you confirmed these requirements under the national law in your country?

### 05 Validity of the contract

Ensure that the contract is not conditional upon a successful medical examination or the granting of a work permit, as stipulated under the FIFA RSTP.

#### QUESTION

Is the validity of the employment contract conditional upon a successful medical examination or the granting of a work permit, which would violate FIFA regulations?



## GOOD PARENT PRACTICE



### Always put the interests of your child first

This includes ensuring that the employment contract is understandable and fair and aligns with your child's footballing and continued educational aspirations. Make sure to explain the contract to your child in simple terms, allowing them to have a voice in the decision-making process.

#### QUESTION TO ASK

Does the employment contract align with your child's footballing aspirations and educational goals?



### Supervise and review the football agent's involvement in contractual processes

Review the work carried out by the football agent in drafting and negotiating the employment contract. Confirm that the football agent is complying with all relevant regulations.

#### QUESTION TO ASK

Is the football agent complying with all relevant regulations during the contractual process?



### Seek legal advice

Always consider seeking independent legal advice before signing any employment contract, particularly if it is your child's first professional agreement. Professionals, such as lawyers or player union representatives, can help to explain any complex terms and identify potential risks.

#### QUESTION TO ASK

Have you sought independent legal advice to ensure that you fully understand the contract?



### Check key contractual terms and conditions

Fully review the contract to ensure that the terms meet expectations and that your child understands them.

#### QUESTION TO ASK

Have you reviewed all the key terms and conditions of the employment contract?



### Keep records

Maintain copies of all signed documents and keep detailed records of all communications with the football agent, clubs and other actors such as governing bodies.

#### QUESTION TO ASK

Are you maintaining copies of all signed documents and keeping detailed records of communications?



## 4.5. Payments to football agents

### Key regulatory considerations

Under the regulations, payments made to football agents are known as “**service fees**”.



### What is a service fee?

A **service fee** is the **remuneration paid to a football agent** in exchange for the services that they provide, such as negotiating employment contracts, transfers or other football-related agreements. This fee is often outlined in the **representation agreement** and is a crucial part of the representation relationship between the player and the football agent.



### How is the service fee determined?

The amount of a service fee can vary depending on the agreement made between the football agent and the client. Typically, it is calculated as one of the following:



#### A percentage of the player's salary:

In many cases, the service fee may be a percentage of the player's annual salary. This percentage must be outlined in the representation agreement and agreed between the parties.



#### A fixed fee/sum:

Sometimes, the service fee may be a **fixed amount**, agreed upon in advance by the football agent and the player and stipulated in the representation agreement.



### Regulatory considerations in respect of payments to football agents

When dealing with payments to football agents, it is essential for parents to understand the regulatory considerations outlined in the FIFA Football Agent Regulations (FFAR). An overview of the key regulatory considerations regarding payments to football agents is provided below:

#### Service fee provisions under the representation agreement

- **The service fee needs to be linked to services provided:**

A football agent can only receive a service fee for services that are specified in advance in the representation agreement, and the representation agreement must be in force at the time when the services are performed.

- **The service fee is paid via an invoice:**

The service fee must be paid on an invoice basis, meaning that the football agent should issue an invoice for the payment.

## Conditions regarding service fees for football agents for the representation of minors: what parents need to know

### Provision under the FFAR

#### ART. 14 | SERVICE FEE – GENERAL PRINCIPLES

##### ART. 14, PARA. 9 >> Service fee

“A Football Agent may not receive a service fee when engaged to perform Football Agent Services relating to a minor unless the relevant player is signing their first or subsequent professional contract in accordance with the law applicable in the country or territory of the member association where the minor will be employed.”

When it comes to football agents and payments, there are specific regulations concerning minors (players under the age of 18) of which parents must be fully aware.

- A football agent may only receive a service fee from a minor in certain limited circumstances: Specifically, football agents may only receive a fee when they are involved in the process of the minor signing their first or subsequent professional contract, provided that this is in accordance with the relevant laws in the country or territory where the minor will be employed.
- It is important to check applicable local laws: The payment of a service fee is subject to the laws of the country or territory of the member association where the minor is being registered. This means that parents need to verify whether the applicable laws allow for service fees in connection with the signing of a professional contract for a minor.
- Ensure that payment terms are clearly outlined in the representation agreement: This includes details of the football agent’s role in the signing of a contract and the circumstances under which a service fee may be due. The representation agreement must be valid at the time when the football agent services are performed.
- Seek independent legal advice: It is advisable for parents to seek independent legal advice to ensure that the payment terms are fully compliant with the regulations, and that they understand their rights and obligations.

### Before making any payment, ensure that the above conditions are met if your child is a minor

#### Service fee entitlement of football agents when the representation agreement expires (the representation relationship comes to an end)

There are two conditions for the entitlement to the service fee other than the expiry of the representation agreement. These are that:

- The employment contract that was negotiated by the football agent still needs to be in place; and
- The service fee entitlement beyond the duration of the representation agreement is clearly agreed and provided for in the expiring representation agreement.

Therefore, as a parent, check if the football agent has a legitimate entitlement to receive service fees beyond the expiry of the representation agreement by confirming that these two conditions are met.



## 01 Be aware of the limited circumstances in which a service fee may be payable to football agents if your child is a minor

### QUESTION

Under what specific circumstances is the football agent entitled to charge a service fee for representing your minor child?

### QUESTION

Is the football agent invoicing a service fee for my child's **first professional contract** or for a **subsequent professional contract**?

## 02 Understand the service fee structure under the representation agreement

### QUESTION

Have you reviewed and understood the fee structure in the representation agreement?

## 03 Check that the service fee is linked to the football agent services

### QUESTION

Are the football agent's invoiced service fees directly tied to the specific services outlined in the representation agreement?

## 04 Understand and monitor the football agent's entitlement to service fees beyond the expiry of the representation contract

### QUESTION

If the football agent is entitled to fees after the representation agreement has expired, is this clearly agreed and linked to an ongoing negotiated employment contract?

## 05 Keep records of service fee payments

### QUESTION

Are you maintaining clear and organised records of all payments made to the football agent, including invoices and receipts?

## 4.6 Human trafficking



### What is human trafficking?

#### Human trafficking as a fundamental human rights problem

Human trafficking is a form of modern slavery and one of the severest human rights violations of the 21st century.

In the context of football, human trafficking has become a critical safeguarding concern. Sophisticated trafficking networks prey on the dreams of young players, promising them better lives and opportunities with big clubs, often away from home. These promises can come from fake football agents or rogue intermediaries who are not licensed to represent players. Families, who are desperate to give their children a chance at a better life, may fall victim to these scams, selling possessions or taking out loans to finance their children's journey.

Traffickers use deception and coercion to gain control over their victims. They make fake promises of opportunities that are impossible to refuse, preying on those who seek to escape poverty or discrimination or wish to improve their families' lives.

The essence of human trafficking is to control and exploit human beings as commodities for profit, disregarding their well-being and future. In the football industry, this has led to young talents being abused, with lifelong consequences.

**It is important to emphasise that the vast majority of football agents work in the best interests of their clients and the game. However, parents must remain vigilant to the threat of trafficking to protect their children effectively.**



### International legal definition of human trafficking

#### International legal definition of human trafficking: the United Nations Trafficking in Persons Protocol

The United Nations Protocol to Prevent, Suppress and Punish Trafficking in Persons, known as 'Trafficking in Persons Protocol' or 'Palermo Protocol', is an international legal framework that defines human trafficking. For individuals aged 18 and older, three distinct elements must be present for something to be considered trafficking:

- **An act:** the recruitment, transport, transfer, harbouring or receipt of a person.
- **Means:** the use of force, threat, coercion, abduction, fraud or deception.
- **A purpose:** exploitation.
- **Child trafficking:** For the trafficking of children (those aged under 18), only the act and purpose are required to constitute trafficking. Consequently, the "means", such as coercion or deception, does not need to be proven when children are involved. Consent is considered irrelevant in cases of child trafficking, as children might readily consent, but their consent holds no legal value due to their vulnerability and age.



[\*Protocol to Prevent, Suppress and Punish Trafficking in Persons Especially Women and Children.\*](#)



## The process of human trafficking in and through football (“football trafficking”)

The process of **football trafficking** often begins with an intermediary, generally someone pretending to be a football agent or talent scout, approaching a young player and offering an opportunity to sign with a foreign club. These approaches may happen in person or through social media.

- **Initial approach and promises:** The trafficker promises trials and a potential football career abroad. To secure this opportunity, they demand a finder’s fee and additional funds for living expenses in the destination country. To gather these funds, the player’s family may sell possessions or take out a loan, driven by the hope of a better future for their child.
- **Travel to the destination country:** Once funds are secured, the player is sent to the destination country, often travelling through legal channels on a short-term visa. Upon arrival, the trafficker takes the player’s documents and spending money, under the guise of keeping them safe.
- **Trials and abandonment:** Sometimes, the player may attend a trial with a club, but often they do not. In some instances, the player is abandoned immediately upon arrival. If the player does get trials, they may be taken to several different trials until a contract with a club is offered. However, the terms of the contract are frequently unfavourable, leaving the player in a vulnerable position.
- **Precarious outcome if trials fail:** If the trials fail, or if the player signs a contract that is subsequently not renewed, the intermediary abandons the player, taking the finder’s fee, passport and any remaining money. Left without identification, money or support, the player is often unable or reluctant to return home.
- **Exploitative circumstances:** Alone, abandoned and with no means of supporting themselves, the player may find themselves stranded in a foreign country. The dreams that once seemed so achievable turn into a nightmare of exploitation and vulnerability, with the young player left in a dire and unsafe situation.

This process highlights the manipulative tactics that traffickers use to exploit young players and their families, turning the dream of a football career into a serious safeguarding risk. It underscores the importance of parents remaining vigilant and verifying opportunities before taking action.



It is crucial for parents to understand the warning signs and take proactive measures to ensure that their child does not fall victim to unscrupulous individuals posing as football agents or scouts.

Some key aspects to consider when navigating football opportunities for your child are as follows:

### 01 Check the football agent status of the individual

- Always verify if the individual is properly licensed as a football agent. Licensed football agents have a FIFA Football Agent Digital Licence Card.
- Refuse to work with individuals who cannot provide valid evidence of their football agent status.

#### QUESTION

Is the football agent **licensed**? Can they provide proof of their licence? Does the football agent have a **track record**?

[FIFA Parents' Guide 2](#)

### 02 Beware of unrealistic promises

- Be wary of individuals promising guaranteed trials or contracts at high-profile clubs without a proven track record or credibility.
- Be wary of individuals promising guaranteed trials or contracts at high-profile clubs without a proven track record or credibility.
- Real opportunities will have clear schedules and specific plans.
- If the football agent avoids answering questions or becomes defensive when you ask for more information, this is a serious warning sign.
- Trustworthy football agents will be transparent and patient with parents.

#### QUESTION

Are the promises **realistic**? Does the football agent guarantee **trial success, contracts** or placements at legitimate, known clubs? Have they provided specific details about the **club, trial dates** and **conditions**?

### 03 Beware of financial demands and upfront payments

- **Do not pay finder's fees:** Legitimate football agents do not ask for upfront payments. Be particularly wary if an individual demands a finder's fee, travel costs or living expenses before any arrangements are made.
- **Be cautious of unusual payment methods:** A trustworthy football agent will not demand payment through unsecure or informal methods, such as cash payments, untraceable wire transfers or payments to personal accounts.

#### QUESTION

Is the football agent asking for **upfront payments**? Are they demanding a **finder's fee, travel costs** or **living expenses**? Are the payment methods used suspicious?

## 04 Look for inconsistencies and a lack of transparency in the information about the opportunity

- **Details of the club or trial:** A legitimate trial should come with full details of the club and a trial schedule. Be wary if an individual is unable to provide the club's name or contact details or information on how long the trial will last.
- **Lack of documentation:** Trials organised by licensed football agents and clubs will involve official documents, including proper travel documentation.  
If an individual does not provide proper paperwork, it is a significant red flag.

### QUESTION

Are clear details about the **club and trial** provided? Do you have contact information for the **club** or a direct **point of contact**?

## 05 Things to watch out for regarding travel and documentation

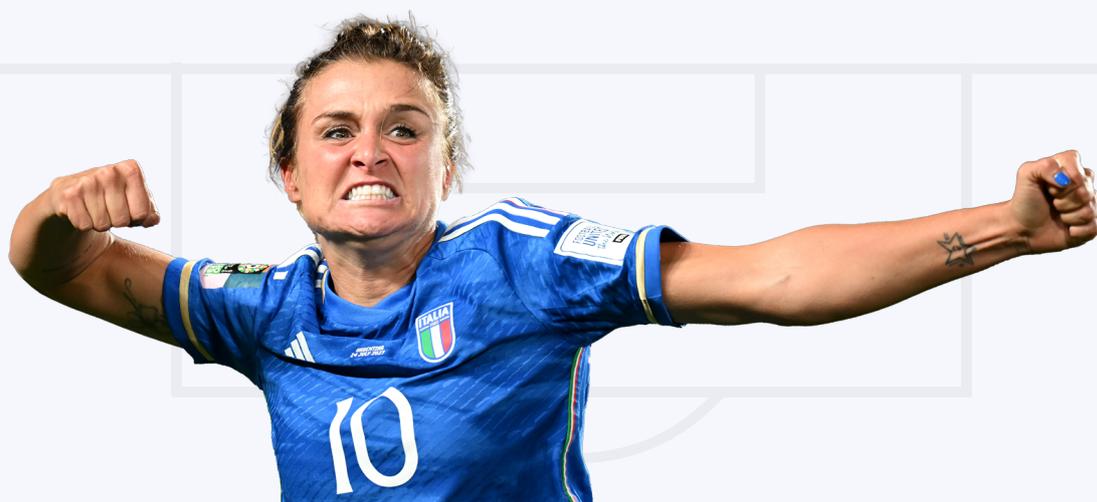
- **Separation from documents:** Traffickers often take possession of passports or important documents upon arrival at the destination. Make sure that your child keeps all their documents and does not allow anyone else to take them for "safekeeping".
- **Travel alone or with unfamiliar people:** Be wary of a football agent who insists that your child travel alone or with strangers.  
If a football agent is unwilling to allow parents or guardians to accompany the player, this is a warning sign.

## 06 Awareness of safeguarding and duty of care

- **Duty of care:** A legitimate club will acknowledge its duty of care towards triallists, especially minors. The club should provide appropriate accommodation, supervision and care. Be cautious if a football agent fails to discuss the care arrangements for your child.
- **Point of contact at the club:** For minors, and particularly for triallists, the club should designate a point of contact. Ensure that this is discussed and confirmed before agreeing to any trial.

### QUESTION

Do you have contact information for the **club** or a direct **point of contact**?



## » What to do if in doubt

**Seek legal advice:** If you are unsure of the legitimacy of an opportunity or a football agent, seek independent legal advice before signing any contracts or agreements.



QUESTION

Have you sought **independent legal advice**?

## » What to do if in doubt

**Report suspicious activity:** If you suspect that an individual is involved in trafficking activities, report them to the relevant authorities.



QUESTION

Do you know where to **report suspicious activity**?

Report concerns to the **relevant authorities** (police, immigration services or child protection agencies) and **football governing bodies** if something feels wrong.

By asking these questions and staying vigilant, you can protect your child from football trafficking risks.

### Football trafficking can devastate a young player's dreams and put their safety at risk.

By taking proactive steps, verifying football agents, avoiding upfront payments, seeking transparency and ensuring proper safeguarding, parents can significantly reduce the risk of their child becoming a victim of trafficking. Always remain vigilant and put your child's well-being at the centre of every decision involving football opportunities.



05

UNIT 4

## Ending the representation relationship



## Ending the representation relationship

### 5.1. Termination of the representation agreement

#### What is termination? What is termination of the representation relationship with a football agent?

The **termination** of a representation agreement legally ends the representation relationship between the football agent and your child (the player, who is a party to the contract). Terminating this agreement is the formal way to end the representation relationship with a football agent.

#### How might the representation agreement with a football agent be terminated?



##### Natural expiry of the agreement:

The representation agreement naturally comes to an end on its expiry date, as, under the regulations, the maximum duration of the representation agreement is two years.



##### Mutual premature termination of the agreement of the parties:

Both contractual parties (the football agent and the player) may agree to terminate the agreement before it naturally expires.



##### Unilateral premature termination of the agreement:

One party (either the football agent or the player) may terminate the agreement before it expires, without obtaining the consent of the other party. However, legitimate grounds must be provided to legally justify this termination, since the parties have not mutually agreed to terminate the agreement (which is why this is referred to as “unilateral” termination).



#### The role of parents in the process of terminating the representation agreement

Before deciding to terminate the representation agreement, particularly in the case of unilateral premature termination, **it is essential for parents to carefully consider the potential consequences of the termination.** It may affect the player's career and, if not handled properly, could lead to legal disputes that might negatively impact the child.



#### Importance of seeking independent legal advice

**You are strongly recommended to seek independent legal advice before terminating a representation agreement with a football agent.** Legal support can help to ensure that the termination, whether the agreement ends automatically or is terminated prematurely by either party, is handled appropriately, preventing any potential legal consequences or disputes that might otherwise arise.

## Natural termination of the representation agreement: The agreement expires



### » Natural termination of the representation agreement: the agreement expires

When the representation agreement is approaching its expiry date, as a parent you must first consider what to do about the agreement: **does your child want to renew or terminate the representation relationship? This is an important decision to make.**

- **Assess whether or not to renew:** Before the representation agreement naturally expires, parents should discuss with their child whether they wish to continue with the current football agent or pursue a new representation relationship.
- **Review and evaluate the football agent's performance:** Encourage your child to evaluate the football agent's performance during the representation period. Were the football agent's services satisfactory? Did they adequately fulfil their role in supporting your child?
- **Seek legal advice:** Consider obtaining independent legal advice to understand the implications of allowing the agreement to expire. This can help to ensure that all obligations are fulfilled, and there are not any unexpected legal consequences for your child.
- **Respect your child's views in line with their level of maturity:** Throughout the process, respect your child's autonomy in decision-making. Involving the child in contractual discussions empowers them to manage their career.

There are two important regulatory considerations:

01

#### **A football agent's entitlement to be paid a service fee beyond the representation agreement if the representation agreement is no longer in place**

##### **ARTICLE 14 PARAGRAPH 5**

"A Football Agent is entitled to receive a service fee only if the fee corresponds to the services stipulated in advance in a Representation Agreement, and the Representation Agreement is in force at the time at which the relevant Football Agent Services are performed.

- a) Where an employment contract has a duration longer than the associated Representation Agreement, a Football Agent may receive a service fee after expiry of the Representation Agreement as long as the Individual's negotiated employment contract is still in effect, and provided that this is expressly agreed with the Client in the Representation Agreement."

An important consideration is the football agent's entitlement to a service fee beyond the expiry of the representation agreement. Football agents may be entitled to continued service fee payments in respect of the employment contracts that they have negotiated on behalf of their clients. It is therefore important to check this entitlement when considering ending the representation relationship.

**Two conditions need to be met for the football agent to be entitled to a service fee after the representation agreement has expired:**

- The employment contract that was negotiated by the football agent must still be in place.
- The entitlement to a service fee beyond the duration of the representation agreement must have been clearly agreed and be provided for in the expiring representation agreement.

As a parent, it is therefore important to check if the football agent has a legitimate entitlement to receive service fees beyond the expiry of the representation agreement by confirming that these two conditions are met.

## 02

## Automatic renewal provisions under the representation agreement are null and void

### ARTICLE 12 PARAGRAPH 3

"A Representation Agreement concluded between an Individual and a Football Agent may not exceed two years. This term may be extended by a new Representation Agreement only. Any automatic renewal provision, or any other provision that purports to extend any term of the Representation agreement beyond the maximum period, shall be null and void."

A representation agreement concluded between the player and a football agent may not exceed two years (the maximum permitted duration under the FFAR) and this term may only be extended by a **new representation agreement**.

Any automatic renewal provision, or any other provision that purports to extend any term of the representation agreement beyond the maximum period, **shall be null and void**. As a parent, you should therefore check whether the representation agreement contains any automatic renewal provision and recognise that this type of provision will be null and void from a regulatory perspective.

### » Decision to renew the representation agreement

If the decision is to renew the representation agreement with the football agent, start considering what the new representation agreement should contain.

**One key consideration is to ensure that the new representation agreement is fully compliant with the relevant regulations: [FIFA Parents' Guide 6](#).**

### » Key considerations after the termination of the representation agreement

#### Regulatory compliance

After terminating the representation agreement, there are specific regulatory obligations that need to be fulfilled to ensure compliance.

- **Reporting the termination to your football governing body:** Once the representation agreement has been terminated, the termination may need to be reported to the relevant football governing body. This ensures that the governing body is aware of the change, and that the player's status and representation are accurately reflected in its records. Check whether there is any reporting obligation concerning the termination of the representation agreement and ensure that it is satisfied.



Mutual premature termination of the representation agreement occurs when both parties to the contract, i.e. the player and the football agent, agree to terminate the representation agreement before its natural expiry date. This situation may arise when the representation relationship becomes untenable or is no longer beneficial for the player and the football agent.

- Ensure that the agreement to terminate is documented:** When both the football agent and the player decide to terminate the representation agreement before its natural expiry date, it is crucial to document the mutual decision in writing. This ensures that both parties are formally released from their contractual obligations and have evidence of their mutual agreement.

When considering mutual termination, there are several important points for parents to consider and address to protect their child's interests:

### » Release from contractual obligations

Ensure that both parties are fully released from all contractual obligations outlined in the representation agreement.

- Check that existing contractual obligations are addressed:** Ensure that any outstanding contractual obligations of both parties are addressed.

### » Service fee obligations

One of the most significant concerns regarding mutual termination is to ensure that the football agent does not demand undue or excessive service fees as part of the mutual termination. Therefore, as a parent, it is essential to understand the football agent's entitlement to service fees as outlined in the representation agreement.

- Ensure that the service fee entitlement ends on or before the date of the mutual termination:** The football agent's entitlement to service fees after termination should be understood and must come to an end as the result of the mutual termination.

### » Seek independent legal advice

Before agreeing to a mutual termination, you are strongly recommended to seek independent legal advice. This step is a crucial consideration to safeguard the child in the termination process and avoid unforeseen legal consequences.

### » Good practice for parents

- Maintain a supportive environment:** Throughout the process, provide emotional support to the child, who may be concerned about the impact of terminating the agreement.



### Key considerations after the termination of the representation agreement

#### Regulatory compliance

After terminating the representation agreement, there are specific regulatory obligations that need to be fulfilled to ensure compliance.

- Reporting the termination to your football governing body:** Once the representation agreement has been terminated, the termination may need to be reported to the relevant football governing body. This ensures that the governing body is aware of the change, and that the player's status and representation are accurately reflected in its records. Check whether there is any reporting obligation concerning the termination of the representation agreement and ensure that it is satisfied.



Unilateral premature termination occurs when one party, either the football agent or the player, decides to terminate the representation agreement before its natural expiry date without mutual agreement.

For this type of termination, legitimate legal grounds are required to avoid negative legal and financial consequences. **Unilateral termination without a legitimate reason can lead to disputes and may require the damage suffered by the other party as a result of the termination to be remedied.**

Parents must therefore be extremely careful to establish that there is at least one legitimate reason for the unilateral premature termination of a representation agreement.

## » Regulatory grounds for the unilateral premature termination of a representation agreement

Grounds for the termination of a representation agreement under the FIFA Football Agent Regulations (FFAR).

### ARTICLE 12 PARAGRAPH 14

"A Representation Agreement may be terminated at any time by either party if there is just cause to do so. A party revoking or terminating a Representation Agreement without just cause must compensate the other party for any resulting damage. There is just cause to terminate a Representation Agreement when a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term. This includes, but is not limited to, the following situations:

- a) the withdrawal or suspension of a Football Agent licence;
- b) a ban on taking part in any football-related activity;"

Under the FFAR, a representation agreement with a football agent may be unilaterally terminated if there is **just cause or this termination is clearly stipulated under the representation agreement.**

The existence of "just cause" provides legitimate grounds to unilaterally terminate the representation agreement.

**Some specific examples of just cause include:**



the withdrawal or suspension of a football agent's licence; and



ban on taking part in any football-related activity.



**The regulations (art. 12 par. 14) establish what constitutes just cause.**

**Just cause** is present when a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term.



In the absence of just cause, the party terminating the agreement may be required to compensate the other party for the damage resulting from the termination. Therefore, ensuring that legitimate grounds exist before taking this action is vital to avoid adverse consequences for both parties to the contract, and particularly for the child.

## » Legal grounds for the unilateral premature termination of representation agreements

In addition to regulatory grounds, termination of the representation agreement may also be based on **legal grounds under ordinary law, particularly contract law**.

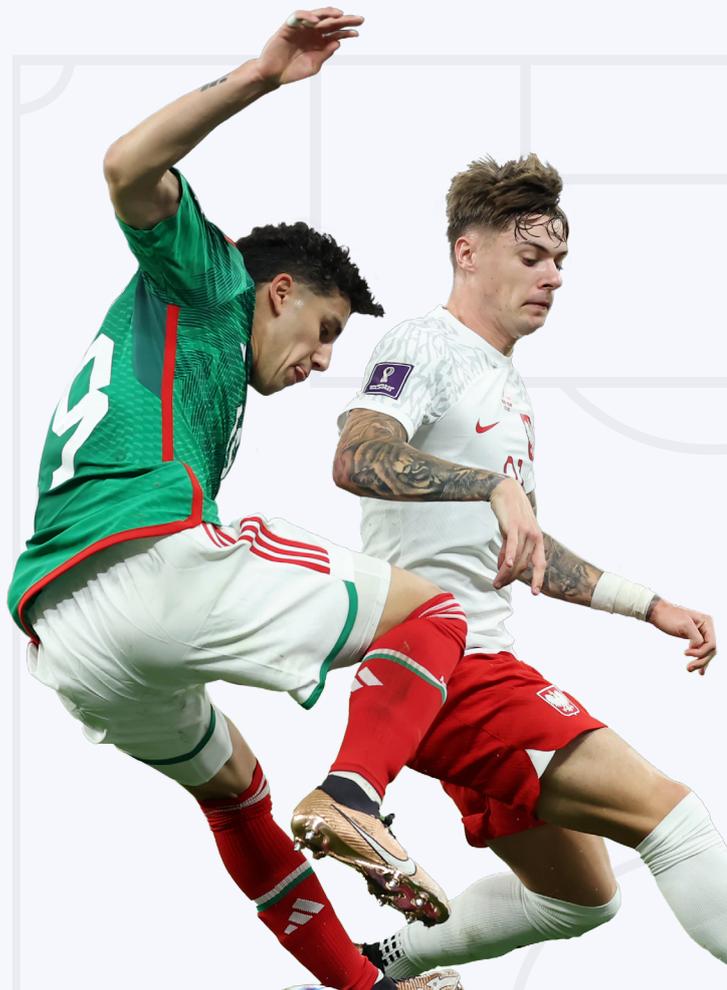
These grounds typically relate to serious breaches of the representation agreement or other conduct that makes the continuation of the representation relationship untenable. Some common legal grounds for termination are as follows:

- **Breach of contractual obligations:** If one party fails to fulfil their contractual responsibilities, this may represent grounds for termination. For example, if the football agent fails to deliver services as stipulated in the representation agreement or fails to act in the best interests of their client (in this case, your child), this could constitute a contractual breach and may justify termination.
- **Criminal activity or misconduct:** If the football agent is found to have been involved in any criminal activity or unethical conduct, such as fraud or corruption, this may provide a legitimate basis for the unilateral termination.
- **Lack of professionalism or poor performance:** If the football agent demonstrates a pattern of poor performance, negligence or unprofessional behaviour that jeopardises the player's career, this may be considered just cause for termination.

## » Consequences of unilateral premature termination

Unilateral premature termination can lead to disputes and legal consequences, particularly if the party terminating the agreement has no legitimate grounds to do so. These consequences can include the following:

- **Compensation for damages:** The terminating party may be held liable for damages resulting from the early termination if it is determined that there were no legitimate grounds for ending the contractual relationship. This compensation could include the payment of service fees, damages for lost opportunities or any other amounts to repair financial damage suffered by the other party.
- **Impact on the player's career and welfare:** For parents, it is essential to consider how unilateral termination might affect their child's career and welfare, including the loss of representation or potential difficulties in finding a new football agent, as well as psychological stress caused by being involved in a legal dispute.





## Key practical considerations: unilateral premature termination of the representation agreement

- **Ensure that any issues leading to the termination are documented:** Before opting for unilateral termination, parents should carefully document all issues that have led to this decision. This could include breaches of the agreement, unprofessional behaviour or a poor level of service by the football agent, or a failure to meet contractual obligations. Having clear documentation provides evidence to support the termination if the football agent disputes it.
- **Identify and evaluate the legitimate grounds for unilateral premature termination:** It is crucial to have a clear and legitimate reason for terminating the agreement to comply with FIFA's regulations and the law.
- **Liability for compensation in the event of unilateral termination without just cause:** It is crucial to ensure that the termination is legally justified and to understand the potential financial consequences if the termination is deemed to be without just cause.
- **Seek independent legal advice:** Parents are strongly recommended to seek independent legal advice before proceeding with the unilateral premature termination of the representation agreement.
- **Prioritise your child's well-being:** The decision to unilaterally terminate the representation agreement should always be made with the child's well-being as the primary consideration. Parents should involve their child in discussions about terminating the representation agreement and provide emotional support for their child throughout this transition, which is essential to maintaining their well-being.



## Key considerations after the termination of the representation agreement

### Regulatory compliance

After terminating the representation agreement, there are specific regulatory obligations that need to be fulfilled to ensure compliance.

- **Reporting the termination to your football governing body:** Once the representation agreement has been terminated, the termination may need to be reported to the relevant football governing body. This ensures that the governing body is aware of the change, and that the player's status and representation are accurately reflected in its records. Check whether there is any reporting obligation concerning the termination of the representation agreement and ensure that it is satisfied.

## 5.2. Switching

### WHAT DOES IT MEAN TO SWITCH REPRESENTATION?

“Switching” representation refers to changing a football agent during an existing representation relationship.

There are two common ways to switch football agents:

#### Terminating the existing representation agreement and appointing a new football agent

01

In many cases, switching involves ending the existing representation agreement so that the player can enter into a new representation relationship with a new football agent. This means that considerations around the termination of the existing representation agreement become important, including assessing the grounds for termination, ensuring compliance with regulatory requirements in the process, and managing any potential legal consequences.



#### [Termination of representation agreement](#)

#### Appointing another football agent from within the same agency

02

Switching could also mean that another football agent from the same football agency takes over the representation of the player. In such instances, the representation agreement may be amended by mutual consent of the parties. This type of switch may have fewer legal implications but still requires careful evaluation of the process.

Therefore, before making the decision to switch the football agent representing their child, parents must take account of the consequences of terminating the existing representation agreement and assess whether switching is in the child’s best interests under the circumstances.



### Evaluating whether switching football agents is the right option

Before proceeding with a switch, parents should carefully evaluate whether this is the right decision for their child.

- **Is it better to wait until the existing representation agreement expires?** Consider if it might be best to wait until the existing representation agreement naturally expires. This can make the process smoother and avoid legal and regulatory complications arising from premature termination.
- **What are the benefits of switching?** Assess the **benefits** that the switch would bring to your child as a player. Will the new football agent provide better opportunities or support your child’s development more effectively?
- **Is it worth it if termination has not been mutually agreed with the current football agent?** If mutual termination with the current football agent is not possible, evaluate whether switching is still worth pursuing. Premature unilateral termination can lead to disputes and brings added complexity, which could have a negative impact on your child.
- **Seek independent legal advice:** Seek **legal advice** before taking any action, especially if there is uncertainty about the existing representation agreement or the switch itself.



### Approaches by other football agents: key regulatory considerations

When it comes to switching football agents, parents must be mindful of the regulatory requirements surrounding approaches by other football agents to their child. Players who are already represented by a football agent through an exclusive representation agreement are protected by strict rules within the FFAR. These rules aim to prevent football agents from engaging with players who are already represented by someone else and maintain stability within representation relationships.

#### ART. 16, PARA. 1B) AND 1C) OF THE FFAR

A Football Agent may

- b)** not Approach a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement;
- c)** not enter into a Representation Agreement with a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement.

The following rules apply to football agents when they wish to approach players who are under an existing representation agreement with another football agent:

- **The two-month rule for approaches by football agents:** A football agent may not approach a player who is bound by an exclusive representation agreement with another football agent, **except during the final two months** of the current representation agreement.
- **The two-month rule for new representation by a new football agent:** A football agent may **not enter into a new representation agreement with a player** who is still bound by an exclusive representation agreement with another football agent, **except during the final two months** of the current representation agreement.



### What parents need to understand and ensure

**Assess the timing of approaches and ensure that the two-month rule is met:** As a parent, you should ensure that, if your child is approached by a new football agent while under an existing exclusive representation agreement with a football agent, the new football agent complies with the **two-month** rule under the FFAR.

In other words, no football agent is permitted to make an approach to, or enter into a new representation agreement with, your child until your child's existing representation agreement is within its final two months.

**Question to ask:** Is the current representation agreement within its final two months?

**Question to ask:** If the approach is outside the two-month window, have you reminded the football agent making the approach about the regulations and the potential breach?

**Seek the permission of the current football agent if the approach is outside the two-month window:** If, for any reason, your child wishes to consider switching to a new football agent before the final two months of the representation agreement, parents should seek permission from the current football agent.

This is a delicate area that requires careful handling to avoid breaching any contractual terms of the existing representation agreement and to maintain a professional and respectful relationship with the current football agent. Parents must understand that obtaining the current football agent's permission is important to prevent disputes.

**Question to ask:** If you are considering talking to a new football agent before the two-month window, have you obtained consent from your child's current football agent?

## Contact information

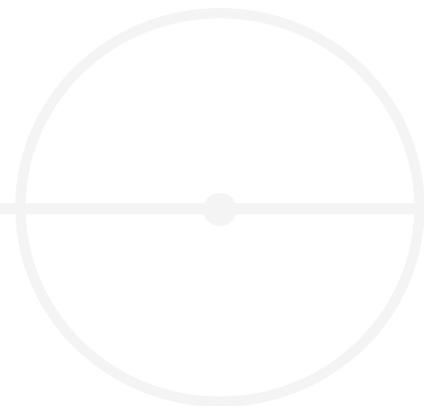
Thank you for reading the FIFA Parents' Education on Football Agents handbook. We trust that you found this content helpful and that it will empower you to engage with football agents effectively, armed with the knowledge of what you should and should not expect from these interactions, while always prioritising your child's best interests.

Building on this resource, we have created a dedicated section on [FIFA.com](https://www.fifa.com) related to the protection of minors, where you can access a summary of the key points of this handbook, as well as detailed information contained herein.



If you have any questions or suggestions, please do not hesitate to contact us, with "Parental Handbook" in the subject line.

[regulatory@fifa.org](mailto:regulatory@fifa.org)





## FIFA Parents' Education on Football Agents



Please note that this handbook presents the FIFA administration's views and guidelines concerning the interpretation and application of various provisions of the Football Agent Regulations and the FIFA Regulations on the Status and Transfer of Players. Please be mindful that the FIFA Tribunal or the relevant FIFA Judicial bodies (FIFA Disciplinary Committee, Ethics Committee or Appeals Committee) may take different views on those provisions and any decision from those bodies always remain reserved.