

# 20 24 HANDBOOK



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## **FIFA STATUTES**

Regulations Governing the Application of the Statutes Standing Orders of the Congress





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### **DEFINITIONS**

The terms given below denote the following:

- 1. FIFA: Fédération Internationale de Football Association.
- 2. Association: a football association recognised as such by FIFA. It is a member of FIFA, unless a different meaning is evident from the context.
- 3. League: an organisation that is subordinate to an association.
- **4. British associations:** the four associations in the United Kingdom The Football Association, The Scottish Football Association, The Football Association of Wales and The Irish Football Association (Northern Ireland).
- 5. The IFAB: The International Football Association Board (IFAB).
- **6. Country:** a state recognised as independent by a majority of members of the United Nations.
- 7. **Confederation:** a group of associations recognised by FIFA that belong to the same continent (or assimilable geographic region).
- 8. Congress: the supreme and legislative body of FIFA.
- 9. Council: the strategic and oversight body of FIFA.
- **10. Bureau of the Council:** the bureau of the Council as defined in article 38 of these Statutes.
- **11.** Laws of the Game: the laws of association football issued by The IFAB in accordance with article 7 of these Statutes.
- **12. Member association:** an association that has been admitted into membership of FIFA by the Congress.
- 13. Official: any board member (including the members of the Council), committee member, referee and assistant referee, coach, trainer and any other person responsible for technical, medical and administrative matters in FIFA, a confederation, a member association, a league or a club as well as all other persons obliged to comply with the FIFA Statutes (except players, football agents and match agents).





Definitions

- **14. Club:** a member of an association (that is a member association of FIFA) or a member of a league recognised by a member association that enters at least one team in a competition.
- **15. Player:** any football player licensed by an association.
- **16. Association football:** the game controlled by FIFA and organised by FIFA, the confederations and/or the member associations in accordance with the Laws of the Game.
- **17. Official competition:** a competition for representative teams organised by FIFA or any confederation.
- **18. Stakeholder:** a person, entity or organisation which is not a member association and/or body of FIFA but has an interest or concern in FIFA's activities, which may affect or be affected by FIFA's actions, objectives and policies, in particular clubs, players, coaches, professional leagues and football fans.

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





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## I. GENERAL PROVISIONS

#### 1. Name and headquarters

- 1. The Fédération Internationale de Football Association (FIFA) is an association in accordance with article 60 ff. of the Swiss Civil Code.
- **2.** FIFA's headquarters and legal domicile shall be determined by a decision passed by the Congress.

#### 2. Objectives

The objectives of FIFA are:

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

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FIFA Statutes

#### 3. Human rights

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

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

- 1. Discrimination of any kind against a country, private person or group of people on account of race, skin colour, ethnic, national or social origin, gender, disability, language, religion, political opinion or any other opinion, wealth, birth or any other status, sexual orientation or any other reason is strictly prohibited and punishable by suspension or expulsion.
- 2. FIFA remains neutral in matters of politics and religion. Exceptions may be made with regard to matters affected by FIFA's statutory objectives.

#### 5. Promoting friendly relations

- 1. FIFA shall promote friendly relations:
  - (a) between and among member associations, confederations, clubs, officials and players; and
  - (b) in society for humanitarian objectives.
- 2. FIFA shall provide the necessary institutional means to resolve any dispute that may arise between or among member associations, confederations, clubs, officials and players.

#### 6. Players

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





#### 7. Laws of the Game

- 1. Each member association shall play association football in compliance with the Laws of the Game issued by The IFAB. Only The IFAB may lay down and alter the Laws of the Game.
- 2. The members of The IFAB are FIFA and the four British associations.
- **3.** The organisation, duties and responsibilities of The IFAB are governed by the statutes of The IFAB.
- **4.** Each member association shall play futsal in accordance with the Futsal Laws of the Game, as issued by the Council.
- **5.** Each member association shall play beach soccer in accordance with the Beach Soccer Laws of the Game, as issued by the Council.

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

- 1. All bodies and officials must observe the Statutes, regulations, decisions and Code of Ethics of FIFA in their activities.
- 2. Executive bodies of member associations may under exceptional circumstances be removed from office by the Council in consultation with the relevant confederation and replaced by a normalisation committee for a specific period of time, as established in article 3 of the Regulations Governing the Application of the Statutes.
- **3.** Every person and organisation involved in the game of football is obliged to observe the Statutes and regulations of FIFA as well as the principles of fair play.

#### 9. Official languages

- 1. Arabic, English, French, German, Portuguese, Russian and Spanish are the official languages of FIFA. Minutes, official correspondence, regulations, decisions and announcements are published in English, French and Spanish and, when deemed necessary, in Arabic, German, Russian and/or Portuguese. If there is any divergence in the wording, the English text shall be authoritative. Member associations are responsible for translations into the language(s) of their country.
- 2. At the Congress, qualified interpreters shall translate into the official FIFA languages. Delegates may speak in their mother tongue if they ensure interpretation into one of the official FIFA languages by a qualified interpreter.

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FIFA Statutes

### **II. MEMBERSHIP**

#### 10. Admission, suspension and expulsion

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

#### **11. Admission**

- 1. Any association which is responsible for organising and supervising football in all of its forms in its country may become a member association. Consequently, it is recommended that all member associations involve all relevant stakeholders in football in their own structure. Subject to paragraph 5 below, only one association shall be recognised as a member association in each country.
- **2.** Membership is only permitted if an association is currently a member of a confederation. The Council may issue regulations with regard to the admission process.
- **3.** Any association wishing to become a member association shall apply in writing to the FIFA general secretariat.
- **4.** The association's legally valid statutes shall be enclosed with the application for membership and shall contain the following mandatory provisions:
  - (a) always to comply with the Statutes, regulations and decisions of FIFA and of the relevant confederation;
  - (b) to comply with the Laws of the Game in force;
  - (c) to recognise the Court of Arbitration for Sport (CAS), as specified in these Statutes.
- **5.** Each of the four British associations shall be recognised as a separate member association of FIFA.
- 6. This article shall not affect the status of existing member associations.





#### 12. Request and procedure for application

- 1. The Council shall request the Congress either to admit or not to admit an association. The association may state the reasons for its application to the Congress.
- 2. The new member association shall acquire membership rights and duties as soon as it has been admitted. Its delegates are eligible to vote and be elected with immediate effect.

#### 13. Member associations' rights

- 1. Member associations have the following rights:
  - (a) to take part in the Congress;
  - (b) to draw up proposals for inclusion in the agenda of the Congress;
  - (c) to nominate candidates for the FIFA presidency and the Council;
  - (d) to participate in and cast their votes at all FIFA elections in accordance with the FIFA Governance Regulations;
  - (e) to take part in competitions organised by FIFA;
  - (f) to take part in FIFA's assistance and development programmes; and
  - (g) to exercise all other rights arising from these Statutes and other regulations.
- **2.** The exercise of these rights is subject to other provisions in these Statutes and the applicable regulations.





#### 14. Member associations' obligations

- 1. Member associations have the following obligations:
  - (a) to comply fully with the Statutes, regulations, directives and decisions of FIFA bodies at any time as well as the decisions of the Court of Arbitration for Sport (CAS) passed on appeal on the basis of article 49 paragraph 1 of the FIFA Statutes;
  - (b) to take part in competitions organised by FIFA;
  - (c) to pay their membership subscriptions;
  - (d) to cause their own members to comply with the Statutes, regulations, directives and decisions of FIFA bodies;
  - (e) to convene its supreme and legislative body at regular intervals, at least every two years;
  - (f) to ratify statutes that are in accordance with the requirements laid down in these Statutes;
  - (g) to create a referees' committee that is directly subordinate to the member association;
  - (h) to respect the Laws of the Game;
  - to manage their affairs independently and ensure that their own affairs are not influenced by any third parties in accordance with article 19 of these Statutes;
  - (j) to prevent and fight against any kind of discrimination;
  - (k) to promote the development of women's football and the full participation of women at all levels; and
  - (l) to comply fully with all other duties arising from these Statutes and other regulations.
- 2. Violation of the above-mentioned obligations by any member association may lead to sanctions provided for in these Statutes.
- **3.** Violations of paragraph 1 (i) may also lead to sanctions, even if the third-party influence was not the fault of the member association concerned. Each member association is responsible towards FIFA for any and all acts of the members of their bodies caused by the gross negligence or wilful misconduct of such members.



#### 15. Member associations' statutes

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

- (a) to be neutral in matters of politics and religion;
- (b) to prohibit all forms of discrimination;
- (c) to be independent and avoid any form of political interference;
- (d) to ensure that judicial bodies are independent (separation of powers);
- (e) all relevant stakeholders must agree to respect the Laws of the Game, the principles of loyalty, integrity, sportsmanship and fair play as well as the Statutes, regulations and decisions of FIFA and of the respective confederation;
- (f) all relevant stakeholders must agree to recognise the jurisdiction and authority of CAS and give priority to arbitration as a means of dispute resolution;
- (g) that the member association has the primary responsibility to regulate matters relating to refereeing, the fight against doping, the registration of players, club licensing, the imposition of disciplinary measures, including for ethical misconduct, and measures required to protect the integrity of competitions;
- (h) definition of the competences of the decision-making bodies;
- (i) to avoid conflicts of interests in decision-making;
- (j) legislative bodies must be constituted in accordance with the principles of representative democracy and taking into account the importance of gender equality in football; and
- (k) yearly independent audits of accounts.





#### 16. Suspension

- The Congress may suspend a member association solely at the request of the Council. Notwithstanding the foregoing, the Council may, without a vote of the Congress, temporarily suspend with immediate effect a member association that seriously violates its obligations. A suspension approved by the Council shall be in effect until the next Congress, unless the Council has revoked such suspension prior to such Congress.
- 2. A suspension of a member association by the Congress requires a three-quarter majority of the member associations present and eligible to vote. A suspension of a member association by the Congress or the Council shall be confirmed at the next Congress by a three-quarter majority of the member associations present and eligible to vote. If it is not confirmed, such suspension shall be automatically lifted.
- **3.** A suspended member association may not exercise any of its membership rights. Other member associations may not entertain sporting contact with a suspended member association. The Disciplinary Committee may impose further sanctions.
- 4. Member associations which do not participate in at least two of all FIFA competitions over a period of four consecutive years shall be suspended from voting at the Congress until they have fulfilled their obligations in this respect.

#### **17. Expulsion**

- 1. The Congress may expel a member association only at the request of the Council if:
  - (a) it fails to fulfil its financial obligations towards FIFA; or
  - (b) it seriously violates the Statutes, regulations or decisions of FIFA; or
  - (c) it loses the status of an association representing association football in its country.
- 2. The presence of an absolute majority (more than 50%) of the member associations eligible to vote at the Congress is necessary for an expulsion of a member association to be valid, and the motion for expulsion must be adopted by a three-quarter majority of the valid votes cast.



#### 18. Resignation

- 1. A member association may resign from FIFA with effect from the end of a calendar year. Notice of resignation must reach the general secretariat no later than six months before the end of the calendar year and be sent to the general secretariat by registered letter.
- 2. The resignation is not valid until the member association wishing to resign has fulfilled its financial obligations towards FIFA and its other member associations.

## 19. Independence of member associations and their bodies

- 1. Each member association shall manage its affairs independently and without undue influence from third parties.
- **2.** A member association's bodies shall be either elected or appointed in that association. A member association's statutes shall provide for a democratic procedure that guarantees the complete independence of the election or appointment.
- **3.** Any member association's bodies that have not been elected or appointed in compliance with the provisions of paragraph 2, even on an interim basis, shall not be recognised by FIFA.
- 4. Decisions passed by bodies that have not been elected or appointed in compliance with paragraph 2 shall not be recognised by FIFA.





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

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



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

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

- 1. The Congress may bestow the title of honorary president, honorary vice-president or honorary member upon any former member of the Council for meritorious service to football.
- 2. The Council shall propose these nominations.
- **3.** The honorary president, honorary vice-president or honorary member may take part in the Congress. They may join in the debates but may not vote.





## **IV. CONFEDERATIONS**

#### 22. Confederations

- 1. Member associations that belong to the same continent have formed the following confederations, which are recognised by FIFA:
  - (a) Confederación Sudamericana de Fútbol CONMEBOL
  - (b) Asian Football Confederation AFC
  - (c) Union des associations européennes de football UEFA
  - (d) Confédération Africaine de Football CAF
  - (e) Confederation of North, Central America and Caribbean Association Football – Concacaf
  - (f) Oceania Football Confederation OFC

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

- **2.** FIFA may, in exceptional circumstances, authorise a confederation to grant membership to an association that belongs geographically to another continent and is not affiliated to the confederation on that continent. The opinion of the confederation concerned geographically shall be obtained.
- 3. Each confederation shall have the following rights and obligations:
  - to comply with and enforce compliance with the Statutes, regulations and decisions of FIFA;
  - (b) to work closely with FIFA in every domain so as to achieve the objectives stipulated in article 2 and to organise international competitions;
  - (c) to propose candidates for the chairperson, deputy chairperson and members of the standing committees;
  - (d) to organise its own interclub competitions, in compliance with the international match calendar;





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



FIFA Statutes

#### 23. Confederations' statutes

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

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



# V. Organisation

## **V. ORGANISATION**

#### 24. Bodies

- 1. The Congress is the supreme and legislative body.
- 2. The Council is the strategic and oversight body.
- 3. The general secretariat is the executive, operational and administrative body.
- 4. Standing and ad hoc committees shall advise and assist the Council and the general secretariat in fulfilling their duties. Their composition, function and duties are defined in the FIFA Governance Regulations.
- 5. The independent committees fulfil their functions in accordance with these Statutes and the applicable FIFA regulations.
- 6. The Football Tribunal fulfils its function in accordance with these Statutes and the applicable FIFA regulations.
- **7.** The independent auditors perform all audits of FIFA's accounts and financial statements as required by Swiss law.





#### A. CONGRESS

#### 25. Congress

- 1. A Congress may be an Ordinary or an Extraordinary Congress. A Congress may be held in person, by teleconference, by videoconference or by another means of communication.
- 2. The Ordinary Congress shall be held every year. The Council shall fix the place and date. The member associations shall be notified in writing at least four months in advance of the place and date of such Ordinary Congress. The formal convocation shall be made in writing at least one month before the date of the Congress. This convocation shall contain the agenda, the President's report, the financial statements, including the consolidated financial statements, and the auditors' report.
- 3. The Council may convene an Extraordinary Congress at any time.
- 4. The Council shall convene an Extraordinary Congress if one-fifth of the member associations make such a request in writing. The request shall specify the items for the agenda. An Extraordinary Congress shall be held within three months of receipt of the request.
- **5.** The member associations shall be notified of the place, date and agenda at least two months before the date of an Extraordinary Congress. The agenda of an Extraordinary Congress may not be altered.

#### 26. Vote, delegates, observers

 Each member association has one vote in the Congress and is represented by a maximum of three delegates. It is recommended that at least one of the delegates be a woman. Only the member associations present are entitled to vote. Attendance by teleconference, by videoconference or by another means of communication shall constitute presence. Voting by proxy or by letter is not permitted at a Congress held in person. When a Congress is held by teleconference, by videoconference or by another means of communication, voting by correspondence and/or online is permitted.





- **2.** Delegates must belong to the member association that they represent and be appointed by the appropriate body of that member association.
- **3.** Confederation delegates may take part in the Congress as observers without a right to vote.
- **4.** During their term of office, members of the Council may not be appointed as delegates for their association.
- 5. The President shall conduct the Congress business in compliance with the Standing Orders of the Congress.

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

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





- **3.** Subject to paragraph 4 below, only member associations may propose candidatures for the Council. The relevant confederation shall be in receipt of the candidatures for the Council proposed by the member associations at least three months before the start of the respective confederation congress on the occasion of which the said election shall take place. The confederations shall notify the FIFA general secretariat, in writing, of all candidatures submitted to them within five days of the expiration of the three-month deadline. The confederations shall furthermore provide FIFA with the evidence of timely submission of the candidatures. Each member association is entitled to submit only one proposal for a member of the Council. If a member association proposals shall be deemed invalid. A member association may only propose candidates affiliated to its confederation.
- 4. The elections by the member associations of the female candidates for the Council (at least one per confederation) are set out in article 33 paragraph 5 of these Statutes.
- 5. Council members shall be elected by the member associations on the occasion of their confederation congresses in accordance with the FIFA Governance Regulations. Candidates for the Council must pass an eligibility check carried out by the Review Committee in accordance with the FIFA Governance Regulations. The election of Council members shall be monitored by FIFA.
- **6.** The conditions to be observed during a candidature for the office of President and for positions on the Council are stipulated in the FIFA Governance Regulations.
- 7. The Council shall submit proposals for the positions of chairperson, deputy chairperson and members of each of the Governance, Audit and Compliance Committee and the judicial bodies to the Congress. The Council shall determine the number of seats to be assigned to each confederation in the relevant committee. Proposals shall be submitted, in writing, to the general secretariat at least four months before the start of the Congress. The procedure shall be laid down in the FIFA Governance Regulations.
- 8. Candidates for the positions of chairperson, deputy chairperson and members of the judicial bodies must pass an eligibility check carried out by the Review Committee in accordance with the FIFA Governance Regulations.
- **9.** Candidates for the positions of chairperson, deputy chairperson and members of the Governance, Audit and Compliance Committee must pass an eligibility check carried out by the investigatory chamber of the Ethics Committee in accordance with the FIFA Governance Regulations.



#### 28. Ordinary Congress agenda

- 1. The Secretary General shall draw up the agenda based on proposals from the Council and the member associations. Any proposal that a member association wishes to submit to the Congress shall be sent to the general secretariat in writing, with a brief explanation, at least two months before the date of the Congress.
- 2. The Congress agenda shall include the following mandatory items, as necessary:
  - (a) a declaration that the Congress has been convened and composed in compliance with the Statutes;
  - (b) approval of the agenda;
  - (c) an address by the President;
  - (d) appointment of five member associations to check the minutes;
  - (e) appointment of scrutineers;
  - (f) suspension or expulsion of a member association (if applicable);
  - (g) approval of the minutes of the preceding Congress;
  - (h) activity report (containing the activities since the last Congress);
  - (i) report from the Governance, Audit and Compliance Committee;
  - (j) presentation of the annual audited financial statements, including the consolidated financial statements and the annual report as well as the auditors' reports;
  - approval of the annual audited financial statements, including the consolidated financial statements and the annual report;
  - (l) approval of the budget;
  - (m) admission for membership (if applicable);
  - (n) votes on proposals for adopting and amending the Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress (if applicable);
  - discussion of proposals duly submitted by the member associations and the Council within the period stipulated under paragraph 1 (if applicable);
  - (p) appointment of auditors (if applicable);
  - (q) election or dismissal of the President in accordance with these Statutes (if applicable);





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- (r) election or dismissal of the chairpersons, deputy chairpersons and members of the following committees (if applicable) on proposal of the Council:
  - Disciplinary Committee;
  - Ethics Committee;
  - Appeal Committee;
  - Governance, Audit and Compliance Committee;
- (s) vote on the designation of the host country/countries of the FIFA World Cup<sup>™</sup> and FIFA Women's World Cup<sup>™</sup> final competitions (if applicable).
- **3.** The agenda of an Ordinary Congress may be altered, provided three quarters of the member associations present at the Congress and eligible to vote agree to such a motion.

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

- 1. The Congress is responsible for adopting and amending the Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress.
- 2. Any proposals for an amendment to the Statutes must be submitted in writing with a brief explanation to the general secretariat by a member association or by the Council. A proposal submitted by a member association shall be valid, provided it has been supported in writing by at least two other member associations.
- **3.** For a vote on an amendment to the Statutes to be valid, an absolute majority (more than 50%) of the member associations eligible to vote must be present.
- **4.** A proposal to adopt or amend the Statutes shall be adopted if approved by three quarters of the member associations present and eligible to vote.
- **5.** Any proposal to adopt or amend the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress must be submitted in writing with a brief explanation to the general secretariat by a member association or by the Council.
- **6.** For any proposal to adopt or amend the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress to be adopted, a simple majority (more than 50%) of the valid votes cast is required.





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

- 1. Elections shall be conducted by secret ballot.
- 2. Any other decision that requires a vote shall be reached by a show of hands or by means of an electronic count. If a show of hands does not result in a clear majority in favour of a motion, the vote shall be taken by calling the roll, member associations being called in English alphabetical order.
- 3. For the election of the President, where there is only one candidate, the Congress may decide to elect the President by acclamation. Otherwise, if there are two or fewer candidates, a simple majority (more than 50%) of the valid votes cast is necessary. If there are more than two candidates for the election of the President, two thirds of the votes of the member associations present and eligible to vote are necessary in the first ballot. As from the second ballot, whoever obtains the lowest number of votes is eliminated until only two candidates are left.
- 4. Council members shall be elected by the member associations in accordance with article 27 paragraph 5 of these Statutes.
- 5. Each confederation president shall be a vice-president ex officio of the Council.
- **6.** Each vice-president and each member of the Council shall be required to fulfil the eligibility check conducted by the Review Committee in accordance with the FIFA Governance Regulations.
- 7. For the election of the chairperson, deputy chairperson and members of each of the judicial bodies and of the Governance, Audit and Compliance Committee, the candidate(s) who receive(s) the most votes in respect of the free seat(s) shall be elected.
- **8.** The election of the chairperson, deputy chairperson and members of each of the judicial bodies and of the Governance, Audit and Compliance Committee by the Congress may be conducted en bloc. At the request of at least ten member associations, however, a separate vote for a specific candidate shall take place.
- **9.** Unless otherwise stipulated in the Statutes, a simple majority (more than 50%) of the valid votes cast is sufficient for elections, votes and other decisions to be valid.
- **10.** Further details are stipulated in the Standing Orders of the Congress.

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#### 31. Minutes

- 1. The Secretary General shall be responsible for recording the minutes at the Congress.
- **2.** The minutes of the Congress shall be checked by those member associations designated.

#### 32. Effective dates of decisions

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



#### **B. COUNCIL**

# 33. Composition, election of the President, the vice-presidents and the members of the Council

- 1. The Council shall consist of 37 members:
  - 1 President, elected by the Congress,
  - 8 vice-presidents,
  - and 28 other members.

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

- 2. The President shall be elected by the Congress for a period of four years in the year following a FIFA World Cup<sup>™</sup>. The term of office shall begin after the end of the Congress at which the President was elected. No person may serve as President for more than three terms of office (whether consecutive or not). Previous terms served as a vice-president or as a member of the Council shall not be considered in determining the term limits of a President.
- 3. The members of the Council shall be elected by the member associations on the occasion of the respective confederation congresses for a term of four years. Their terms of office shall begin after the end of the congress at which they were elected. A member of the Council may serve for no more than three terms of office (whether consecutive or not).
- 4. The confederations are allocated the following places on the Council:

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

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- 5. The members of each confederation must ensure that they elect at least one female member to the Council. In the event that no female candidate is elected by the members of a confederation for the Council, the seat reserved for a female member of such confederation will be deemed forfeited by all members of such confederation and shall remain vacant until the next election of members of the Council.
- **6.** No more than one representative from the same member association may serve on the Council simultaneously.
- 7. If the President is permanently or temporarily prevented from performing their official function, the longest-serving vice-president shall assume the powers and responsibilities of the President until the next Congress. This Congress shall elect a new President, if necessary. If the longest-serving vice-president is prevented from assuming the powers and responsibilities of the President, the next longest-serving vice-president shall assume the powers and responsibilities of the President.
- 8. Any vice-president or other member of the Council who is permanently or temporarily prevented from performing their official function shall be replaced by the members of the relevant confederation which elected such vice-president or member for the remaining period of office.
- **9.** The President may invite stakeholder representatives as observers to the Council for agenda items of specific relevance to them. The stakeholder representatives shall be given the right to speak on the specific agenda item, but not the right to vote.

#### 34. Powers of the Council

- 1. The Council defines FIFA's mission, strategic direction, policies and values, in particular with regard to the organisation and development of football at worldwide level and all related matters.
- 2. As regards business- or finance-related matters, the Council shall, inter alia:
  - define the standards, policies and procedures applicable to the awarding of commercial contracts by FIFA;
  - define the standards, policies and procedures applicable to football development grants;
  - define the standards, policies and procedures regarding the operational costs of FIFA; and
  - define the standards, policies and procedures regarding all other business- or finance-related matters of FIFA.



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

- **3.** The Council oversees the overall management of FIFA by the general secretariat.
- 4. The Council approves the budget and the annual audited financial statements, including the consolidated financial statements, prepared by the Finance Committee and the annual report to be submitted to the Congress for approval.
- 5. The Council appoints the chairpersons, deputy chairpersons and members of the standing committees and of the chambers of the Football Tribunal.
- **6.** The Council shall propose to the Congress for election the chairpersons, deputy chairpersons and members of the Disciplinary Committee, the Ethics Committee, the Appeal Committee and the Governance, Audit and Compliance Committee.
- 7. The Council may decide to set up ad hoc committees if necessary at any time.
- **8.** The Council shall appoint the three representatives of FIFA who shall attend the general assembly of The IFAB in addition to the FIFA President. Furthermore, the Council is entitled to decide on how the representatives of FIFA shall vote in The IFAB.
- **9.** The Council shall appoint the Secretary General on the proposal of the President. The Secretary General may be dismissed by the Council acting alone.
- 10. The Council shall decide the place and dates of the final competitions of FIFA tournaments and the number of teams taking part from each confederation. This shall not apply to decisions on the host country/countries of the FIFA World Cup<sup>™</sup> and FIFA Women's World Cup<sup>™</sup> final competitions, which shall be voted on by the Congress.
- **11.** The Council shall issue regulations generally and, in particular, the FIFA Governance Regulations.
- **12.** The Council shall deal with all matters relating to FIFA that do not fall within the sphere of responsibility of another body, in accordance with these Statutes.
- **13.** The powers and responsibilities of the Council may be specified in greater detail in the FIFA Governance Regulations.

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#### **C. PRESIDENT**

#### 35. President

- 1. The President represents FIFA.
- 2. The President shall aim to foster a positive image of FIFA and to ensure that FIFA's mission, strategic direction, policies and values, as defined by the Council, are protected and implemented, in particular by the general secretariat.
- **3.** The President shall seek to maintain and develop good relations between and among FIFA, the confederations, member associations, political bodies and international organisations.
- **4.** The President chairs the Congress and meetings of the Council. The President shall have no right to vote at the Congress and shall have one ordinary vote on the Council.
- **5.** The powers and responsibilities of the President may be defined in greater detail in the FIFA Governance Regulations.



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#### **D. GENERAL SECRETARIAT**

#### 36. General secretariat

- 1. The general secretariat shall perform its tasks under the direction of the Secretary General, in particular, as regards:
  - organisation of competitions and all related matters, in accordance with the decisions and directions of the Council;
  - the negotiation, execution and performance of all commercial contracts, in accordance with the standards, policies and procedures established by the Council;
  - administrative support for the standing committees of FIFA, in particular with regard to the awarding of football development grants;
  - management of the operations and day-to-day business of FIFA, in accordance with the parameters established by the Council and within the budget established by the Finance Committee; and
  - all other administrative matters necessary for the efficient operation and organisation of FIFA, as required and authorised by the Council.
- **2.** The general secretariat is supervised by, and is accountable to, the President and the Council with regard to the discharge of its functions.
- **3.** The powers and responsibilities of the general secretariat may be defined in greater detail in the FIFA Governance Regulations.

#### **37. Secretary General**

- 1. The Secretary General is responsible for the organisation, management and direction of the general secretariat.
- 2. The Secretary General is appointed and may be dismissed by the Council, in accordance with article 34 paragraph 9 of these Statutes. The Secretary General shall report to the President and the Council.
- **3.** The Secretary General shall be required to fulfil an eligibility check performed by the Review Committee.
- **4.** The powers and responsibilities of the Secretary General may be defined in greater detail in the FIFA Governance Regulations.

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**FIFA Statutes** 

#### E. BUREAU OF THE COUNCIL

#### 38. Bureau of the Council

- The Bureau of the Council shall deal with all matters within the competence of the Council requiring immediate decision between two meetings of the Council. The Bureau of the Council shall consist of a maximum of seven members. The FIFA President and the six confederation presidents are ex officio members of the Bureau of the Council.
- 2. The President shall convene meetings of the Bureau of the Council. If a meeting cannot be convened within an appropriate period of time, decisions may be passed through other means of communication. Such decisions shall have immediate legal effect. The President shall notify the Council immediately of the decisions passed by the Bureau of the Council.
- **3.** All decisions taken by the Bureau of the Council shall be ratified by the Council at its next meeting.
- 4. If the President is unable to attend a meeting, the longest-serving vice-president of the Council available to attend such meeting shall deputise for the President and act as the presiding official of such meeting.
- 5. The President is entitled to designate a deputy for any member who is unable to attend or has a conflict of interest. The deputy shall belong to the Council and the same confederation as the member who is unable to attend or has a conflict of interest.





#### F. STANDING COMMITTEES AND EXPERT PANELS

#### **39. Standing committees**

- 1. The standing committees are:
  - (1) the Finance Committee
  - (2) the Development Committee
  - (3) the Men's National Team Competitions Committee
  - (4) the Women's National Team Competitions Committee
  - (5) the Men's Club Competitions Committee
  - (6) the Women's Club Competitions Committee
  - (7) the Olympic Football Committee
  - (8) the Youth Boys' Competitions Committee
  - (9) the Youth Girls' Competitions Committee
  - (10) the Futsal Committee
  - (11) the Beach Soccer Committee
  - (12) the Men's Football Stakeholders Committee
  - (13) the Women's Football Stakeholders Committee
  - (14) the Member Associations Committee
  - (15) the Referees Committee
  - (16) the Medical Committee
  - (17) the Men's Players Committee
  - (18) the Women's Players Committee
  - (19) the Men's Coaches Committee
  - (20) the Women's Coaches Committee
  - (21) the Fans Committee
  - (22) the Technical Development Committee
  - (23) the Women's Football Development Committee
  - (24) the Grassroots and Amateur Football Committee
  - (25) the Institutional Relations Committee
  - (26) the Legal Committee
  - (27) the Stadium and Security Committee
  - (28) the Anti-Racism and Anti-Discrimination Committee
  - (29) the Football Social Responsibility Committee
  - (30) the Football Technology, Innovation and Digital Transformation Committee

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- (31) the Commercial and Marketing Advisory Committee
- (32) the Media and Communications Committee
- (33) the Football Esport Committee
- (34) the Future of Football Committee
- (35) the Laws of the Game Committee



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- **2.** The FIFA Governance Regulations shall detail the powers and responsibilities of each standing committee, as well as their composition and structure.
- **3.** The Council may decide to create new committees, on a provisional basis, until their formal inclusion in the above list.
- **4.** The standing committees shall report to the Council. They shall advise and assist the Council in their respective fields of function.
- **5.** Members of the standing committees may at the same time be members of the Council.
- 6. The chairperson, deputy chairperson and members of each standing committee shall be appointed by the Council on the proposal of the member associations, the FIFA President, the confederations or the FIFA Secretary General. The Council shall ensure appropriate female representation on standing committees. Their terms shall last for four years, beginning upon the respective date of appointment by the Council. Members of the standing committees may be relieved of their duties at any time by the Council.
- 7. Candidates for the standing committees must pass an eligibility check carried out by the Review Committee.
- **8.** The Council and each committee may, if necessary, set up a bureau and/or sub-committee to settle urgent or specific matters.



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- 1. The Council, the FIFA President or the FIFA Secretary General may, if necessary, appoint dedicated expert panels to carry out special technical duties in matters relevant to global football.
- **2.** The members of the expert panels shall be appointed for the period necessary to perform their duties.
- **3.** The composition and structure of each expert panel shall be decided by the Council, the FIFA President or the FIFA Secretary General.
- 4. The chairperson, deputy chairperson and members of each expert panel shall be appointed by the Council, the FIFA President or the FIFA Secretary General on the proposal of the member associations, the FIFA President, the confederations or the FIFA Secretary General.
- **5.** Candidates for the expert panels must pass an eligibility check carried out by the Review Committee.
- **6.** The FIFA Governance Regulations shall further detail the roles, responsibilities and functioning of the expert panels.



## VI. ANNUAL MEMBER ASSOCIATIONS CONFERENCE

#### 41. Annual member associations conference

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





## **VII. INDEPENDENT COMMITTEES**

#### 42. Institutional independence

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

#### 43. Governance, Audit and Compliance Committee

- The Governance, Audit and Compliance Committee shall consist of the number of members deemed necessary, all of whom must not belong to any other FIFA body. The committee members shall be knowledgeable and experienced in governance and/or financial and/or legal matters and may not be involved in any decision affecting the operations of FIFA.
- 2. Candidates for any position on the Governance, Audit and Compliance Committee as well as the incumbent members of the committee shall fulfil the independence criteria as defined in the FIFA Governance Regulations and pass an eligibility check carried out by the investigatory chamber of the Ethics Committee.
- **3.** The chairperson, deputy chairperson and members of the Governance, Audit and Compliance Committee shall be elected by the Congress. Their terms shall last four years, beginning at the end of the Congress which has elected them. The chairperson, deputy chairperson and other members of the Governance, Audit and Compliance Committee may only be relieved of their duties by the Congress.
- 4. The chairperson, deputy chairperson and members of the Governance, Audit and Compliance Committee may serve a maximum of three terms (whether consecutive or not).
- **5.** If the chairperson, deputy chairperson or a member of the Governance, Audit and Compliance Committee resigns or becomes permanently incapacitated with regard to performing their functions during their term of office, the Council shall appoint a replacement to serve until the next Congress, when a replacement shall be elected by the Congress for the remainder of the initial term of office.





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- 6. The Governance, Audit and Compliance Committee shall report to the Congress.
- 7. The Governance, Audit and Compliance Committee shall advise, assist and oversee the Council in monitoring FIFA's financial, governance and compliance matters, and monitor compliance with the FIFA Governance Regulations. It shall supervise the general secretariat.
- **8.** The Governance, Audit and Compliance Committee shall review the Related-Party Declarations submitted by the members of FIFA committees in accordance with the relevant provisions of the FIFA Governance Regulations.
- **9.** The Governance, Audit and Compliance Committee shall ensure the completeness and reliability of the financial accounting and review the financial statements, the consolidated financial statement and the external auditors' report. The committee shall furthermore monitor FIFA's financial, governance and compliance matters including, in particular, the distribution and flow of development-related funds, and suggest to the appropriate FIFA bodies any action that it deems necessary as a result of such monitoring.
- **10.** The Governance, Audit and Compliance Committee shall establish the following:
  - (a) the Review Committee;
  - (b) the Human Rights and Sustainability Sub-Committee; and
  - (c) the Compensation Sub-Committee.
- **11.** The Review Committee shall conduct eligibility checks in respect of candidates and incumbent members of the Council (including the President), of the standing committees, of the judicial bodies, of the Football Tribunal and in respect of the Secretary General, and shall also conduct independence reviews in respect of candidates and incumbent members of the judicial bodies and the standing committees who must fulfil the independence criteria in accordance with these Statutes and the FIFA Governance Regulations.
- **12.** The Human Rights and Sustainability Sub-Committee shall in particular advise the Governance, Audit and Compliance Committee in their reporting to the Council on matters relating to human rights, safeguarding and child protection, sustainable events and the environment.
- **13.** The Compensation Sub-Committee shall in particular define Compensation Rules and determine the compensation of the FIFA President, the members of the Council and the FIFA Secretary General. The individual compensation of the FIFA President, the members of the Council and the FIFA Secretary General shall be made public.



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

#### 44. Judicial bodies

- 1. The judicial bodies of FIFA are:
  - (a) the Disciplinary Committee;
  - (b) the Ethics Committee; and
  - (c) the Appeal Committee.
- 2. The Disciplinary Committee and the Appeal Committee shall consist of a chairperson, a deputy chairperson and a specific number of other members. Both chambers of the Ethics Committee shall each consist of a chairperson, two deputy chairpersons and a specific number of other members. The composition of the judicial bodies should respect the fair distribution of positions and take account of the member associations. When proposing chairpersons, deputy chairpersons and other members of judicial bodies to the Congress, the Council shall take into account appropriate female representation on the judicial bodies.
- **3.** The judicial bodies are to be composed in such a way that the members, together, have the knowledge, abilities and specialist experience that is necessary for the due completion of their tasks. The chairpersons and deputy chairpersons of the judicial bodies shall be qualified to practise law.
- 4. The chairperson and deputy chairperson of the Disciplinary Committee and the chairpersons, deputy chairpersons and members of both chambers of the Ethics Committee and of the Appeal Committee shall fulfil the independence criteria as defined in the FIFA Governance Regulations and must pass an eligibility check carried out by the Review Committee.
- 5. The chairpersons, deputy chairpersons and other members of the judicial bodies shall be elected by the Congress and shall not be members of any other FIFA body. Their terms shall last four years, beginning at the end of the Congress which has elected them. The chairpersons, deputy chairpersons and other members of the judicial bodies may only be relieved of their duties by the Congress.

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- **6.** The chairpersons, deputy chairpersons and members of the judicial bodies may each serve a maximum of three terms (whether consecutive or not).
- 7. If a chairperson, a deputy chairperson or a member of a judicial body resigns or becomes permanently incapacitated with regard to performing their functions during their term of office, the Council shall appoint a replacement to serve until the next Congress, when a replacement shall be elected by the Congress for the remainder of the initial term of office.
- **8.** The investigatory chamber of the Ethics Committee shall conduct the eligibility checks and independence reviews in respect of candidates and incumbent members of the Governance, Audit and Compliance Committee.
- 9. The decision-making powers of certain committees remain unaffected.

#### 45. Disciplinary Committee

- 1. The function of the Disciplinary Committee shall be governed by the FIFA Disciplinary Code.
- 2. The Disciplinary Committee may pronounce the sanctions described in the FIFA Disciplinary Code on member associations, clubs, officials, players, football agents and match agents.
- **3.** These provisions are subject to the disciplinary powers of the Congress and Council with regard to the suspension and expulsion of member associations.
- **4.** The Council shall issue the FIFA Disciplinary Code.
- **5.** The Disciplinary Committee may propose amendments to its regulations to the Council.

#### 46. Ethics Committee

1. The function of the Ethics Committee shall be governed by the FIFA Code of Ethics. The Ethics Committee shall be divided into an investigatory chamber and an adjudicatory chamber.



- 2. The Ethics Committee may pronounce the sanctions described in the FIFA Code of Ethics on officials, players, football agents and match agents.
- **3.** The Council shall issue the FIFA Code of Ethics.
- 4. The Ethics Committee may propose amendments to its regulations to the Council.

## 47. Appeal Committee

- 1. The function of the Appeal Committee shall be governed by the FIFA Disciplinary Code and the FIFA Code of Ethics.
- 2. The Appeal Committee is responsible for hearing appeals against decisions from the Disciplinary Committee that are not declared final by these Statutes or the relevant FIFA regulations.
- **3.** Decisions pronounced by the Appeal Committee shall be irrevocable and binding on all the parties concerned. This provision is subject to appeals lodged with CAS.





## **VIII. FOOTBALL TRIBUNAL**

#### 48. Football Tribunal

- 1. The Football Tribunal shall pass decisions relating to football-related disputes and regulatory applications. It shall comprise three chambers:
  - (a) the Dispute Resolution Chamber;
  - (b) the Players' Status Chamber; and
  - (c) the Agents Chamber.
- 2. The functions of the Football Tribunal shall be governed by the Procedural Rules Governing the Football Tribunal, as issued by the Council.
- **3.** The Football Tribunal may pronounce the sanctions described in these Statutes and the FIFA Disciplinary Code on member associations, clubs, officials, players, football agents and match agents.
- **4.** These provisions are subject to the disciplinary powers of the Congress and Council with regard to the suspension and expulsion of member associations.
- 5. The Football Tribunal may propose amendments to its regulations to the Council.





## **IX. ARBITRATION**

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

- 1. FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents.
- 2. The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.
- 3. All awards passed by CAS concerning FIFA decisions may be published by FIFA.

### 50. Jurisdiction of CAS

- 1. Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.
- **2.** Recourse may only be made to CAS after all other internal channels have been exhausted.
- 3. CAS, however, does not deal with appeals arising from:
  - (a) violations of the Laws of the Game;
  - (b) suspensions of up to four matches or up to three months (with the exception of doping decisions);
  - (c) decisions of the Football Tribunal concerning the recognition of a national dispute resolution chamber; and
  - (d) decisions against which an appeal to an independent and duly constituted arbitration tribunal recognised under the rules of an association or confederation may be made.





- **4.** The appeal shall not have a suspensive effect. The appropriate FIFA body or, alternatively, CAS may order the appeal to have a suspensive effect.
- **5.** FIFA is entitled to appeal to CAS against any internally final and binding doping-related decision passed in particular by the confederations, member associations or leagues in accordance with the provisions set out in the FIFA Anti-Doping Regulations.
- **6.** The World Anti-Doping Agency (WADA) is entitled to appeal to CAS against any internally final and binding doping-related decision passed in particular by FIFA, the confederations, member associations or leagues in accordance with the provisions set out in the FIFA Anti-Doping Regulations.

#### 51. Obligations relating to dispute resolution

- 1. The confederations, member associations and leagues shall agree to recognise CAS as an independent judicial authority and to ensure that their members, affiliated players and officials comply with the decisions passed by CAS. The same obligation shall apply to football agents and match agents that are licensed by FIFA.
- 2. Recourse to ordinary courts of law is prohibited unless specifically provided for in the FIFA regulations. Recourse to ordinary courts of law for all types of provisional measures is also prohibited.
- **3.** The associations shall insert a clause in their statutes or regulations, stipulating that it is prohibited to take disputes in the association or disputes affecting leagues, members of leagues, clubs, members of clubs, players, officials and other association officials to ordinary courts of law, unless the FIFA regulations or binding legal provisions specifically provide for or stipulate recourse to ordinary courts of law. Instead of recourse to ordinary courts of law, provision shall be made for arbitration. Such disputes shall be taken to an independent and duly constituted arbitration tribunal recognised under the rules of the association or confederation or to CAS.

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



## X. SUBMISSION TO DECISIONS OF FIFA

#### 52. Implementation of decisions

- 1. The confederations, member associations and leagues shall agree to comply fully with any decisions passed by the relevant FIFA bodies which, according to these Statutes, are final and not subject to appeal.
- 2. They shall take every precaution necessary to ensure that their own members, players and officials comply with these decisions.
- 3. The same obligation applies to football agents and match agents.

#### 53. Sanctions

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





## **XI. FINANCE**

#### 54. Financial period

- 1. The financial period of FIFA shall be four years and shall begin on each 1 January in the year following the final competition of the FIFA World Cup<sup>™</sup>.
- 2. The revenue and expenditure of FIFA shall be managed so that they balance out over the financial period. FIFA's major duties in the future shall be guaranteed through the creation of reserves.
- **3.** The Secretary General is responsible for drawing up the annual consolidated accounts of FIFA with its subsidiaries as at 31 December.

#### 55. Auditors

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

#### 56. Membership subscriptions

- 1. Membership subscriptions are due on 1 January of each year. The annual subscription for new member associations for the year in question shall be paid within 30 days of the close of the Congress at which they were admitted.
- 2. The Congress shall fix the amount of the annual subscription every four years on the recommendation of the Council. It shall be the same for every member association and amount to no more than USD 1,000.





#### 57. Settlement

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

### 58. Levies

- 1. The confederations may demand a levy on international matches played between two "A" representative teams, in accordance with the confederations' statutes and regulations.
- 2. Member associations may demand their own levy on matches played in their territory, independently of their confederation, in accordance with the member associations' statutes and regulations.





## XII. RIGHTS IN COMPETITIONS AND EVENTS

#### 59. Rights in competitions and events

- FIFA, its member associations and the confederations are the original owners of all of the rights emanating from competitions and other events coming under their respective jurisdiction, without any restrictions as to content, time, place and law. These rights include, among others, every kind of financial rights, audiovisual and radio recording, reproduction and broadcasting rights, multimedia rights, marketing and promotional rights and incorporeal rights such as emblems and rights arising under copyright law.
- 2. The Council shall decide how and to what extent these rights are utilised and draw up special regulations to this end. The Council shall decide alone whether these rights shall be utilised exclusively, or jointly with a third party, or entirely through a third party.

#### 60. Authorisation to distribute

- 1. FIFA, its member associations and the confederations are exclusively responsible for authorising the distribution of image and sound and other data carriers of football matches and events coming under their respective jurisdiction, without any restrictions as to content, time, place and technical and legal aspects.
- 2. The Council shall issue special regulations to this end.



## **XIII. COMPETITIONS**

#### A. FIFA FINAL COMPETITIONS

#### 61. Competition venues

- 1. The Council shall decide the venue for the final competitions organised by FIFA, with the sole exception of the venue for the final competition of the FIFA World Cup<sup>™</sup> and the FIFA Women's World Cup<sup>™</sup>, which shall be decided by the Congress in accordance with paragraph 2 of this article.
- 2. The decision on the venue for the final competition of the FIFA World Cup<sup>™</sup> and the FIFA Women's World Cup<sup>™</sup> aims to achieve the objective of securing the best possible hosting conditions in the host country/countries and shall follow the procedure below:
  - (a) Based on specific regulations to be issued by the Council, the FIFA general secretariat shall establish a fair and transparent bidding procedure, inviting all qualified member associations to submit a bid and defining in detail the requirements for the bidding and hosting as well as criteria for selecting the host of the event.
  - (b) Based on its best judgement, the FIFA general secretariat shall submit to the Council a public report evaluating the compliance of all bids with the bidding procedure and the requirements for hosting the event, taking into consideration the defined criteria for selecting the host.
  - (c) The Council shall review the report and designate, based on its best judgement and in an open ballot, up to three bids to be submitted to the Congress for a final decision. The result of each ballot and the related votes by the members of the Council shall be made public.
  - (d) The Congress shall select the host venue from the bids designated by the Council. An absolute majority (more than 50%) of the member associations present and eligible to vote is necessary in the first ballot. If an absolute majority is not reached in the first ballot, then the bid with the lowest number of votes in the first ballot is eliminated. In the second ballot, or if fewer than three bids are presented to the Congress, a simple majority (more than 50%) of the valid votes cast is sufficient. The result of each ballot and the related votes by the members of the Congress shall be made public.



- **3.** A Congress may not award the hosting rights to more than one FIFA World Cup<sup>™</sup> at the same meeting, except if the Council takes a specific decision in this respect.
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- **4.** The right to host the event shall not be awarded to members of the same confederation for two consecutive editions of the FIFA World Cup<sup>™</sup>.

#### **B. INTERNATIONAL MATCHES AND COMPETITIONS**

#### 62. International match calendar

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

#### 63. International matches and competitions

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





#### 64. Contacts

- 1. Players and teams affiliated to member associations or provisional members of the confederations may not play matches or make sporting contacts with players or teams that are not affiliated to member associations or provisional members of the confederations without the approval of FIFA.
- 2. Member associations and their clubs may not play on the territory of another member association without the latter's approval.

#### **65.** Authorisation

Associations, leagues or clubs that are affiliated to a member association may only join another member association or take part in competitions on that member association's territory under exceptional circumstances.

In each case, authorisation must be given by both member associations, the respective confederation(s) and by FIFA.



## **XIV. FINAL PROVISIONS**

#### 66. Dissolution

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

#### **67. Transitory provisions**

- 1. For members of committees elected or appointed before 27 April 2016, the term limits set forth in articles 33, 43 and 44 of these Statutes shall only apply as from the date of completion of their respective mandates.
- 2. FIFA's headquarters and legal domicile are located in Zurich (Switzerland), until the Congress takes a decision in accordance with article 1 paragraph 2 of these Statutes.



#### **68. Enforcement**

These Statutes were adopted at the Congress on 17 May 2024 and come into force sixty (60) days after the close of the said Congress.

17 May 2024

For FIFA

President Gianni Infantino

Secretary General Mattias Grafström

Mottos





# REGULATIONS GOVERNING THE APPLICATION OF THE STATUTES

## I. APPLICATION FOR ADMISSION TO FIFA

### 1. Application for admission

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

#### 2. Confederations

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





## **II. NORMALISATION COMMITTEES**

#### 3. Normalisation committees

- 1. The objective of a normalisation committee is to support and assist a member association and to protect its rights and interests.
- 2. The process for the appointment and implementation of a normalisation committee shall be carried out by the general secretariat in consultation and collaboration with the relevant confederation. This process shall address, in particular, the tasks of the normalisation committee, the duration of the mandate and the criteria for selection and appointment of the members.
- **3.** The tasks of a normalisation committee may vary depending on the member association's specific situation. However, as a general principle, the tasks of a normalisation committee shall include, without limitation:
  - (a) running the daily affairs of the member association;.
  - (b) determining, together with the FIFA general secretariat, the need to review the statutes and, where necessary, other regulations of the member association to ensure their compliance with the principles and requirements laid down in the FIFA Statutes; and.
  - (c) organising and conducting the election of a new executive body for the member association.
- **4.** A normalisation committee shall always be appointed for a specific period of time. The duration of the mandate shall be reasonable and adapted to the member association's specific situation. If the circumstances so require, the mandate of a normalisation committee may be extended by the Council.
- **5.** A normalisation committee shall consist of a proportionate and suitable number of members. Candidates for a normalisation committee must pass the corresponding eligibility checks carried out by the Review Committee in accordance with the FIFA Governance Regulations.
- **6.** The FIFA Council may issue regulations related to the process for the appointment and implementation of a normalisation committee.





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## III. MATCH AGENTS AND FOOTBALL **AGENTS**

#### 4. Match agents

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

#### **Football agents** 5.

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

Regulations Governing the Application of the Statutes





## IV. ELIGIBILITY TO PLAY FOR REPRESENTATIVE TEAMS

#### 6. Principles

- 1. Any person holding a permanent nationality that is not dependent on residence in a certain country is eligible to play for the representative teams of the association of that country.
- **2.** There is a distinction between holding a nationality and being eligible to obtain a nationality. A player holds a nationality if, through the operation of a national law, they have:
  - (a) automatically received a nationality (e.g. from birth) without being required to undertake any further administrative requirements (e.g. abandoning a separate nationality); or
  - (b) acquired a nationality by undertaking a naturalisation process.
- **3.** With the exception of the conditions specified in article 10 below, any player who has already participated in a match (either in full or in part) in an official competition of any category or any type of football for one association may not play an international match for a representative team of another association.
- **4.** For the purposes of articles 7 to 10 below, the phrase "lived on the territory of the relevant association" shall mean a period of physical presence on the territory of that association. The period shall be for a defined period of time (in years) in accordance with the relevant provision.
  - (a) The period of physical presence is not interrupted by:
    - (i) short absences abroad for personal reasons;
    - (ii) holidays abroad during the football off-season;
    - (iii) medical treatment or rehabilitation abroad following injury or illness; or
    - (iv) travel abroad as a result of football employment.



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- (b) The period of physical presence is interrupted (and time requirement resets) where:
  - (i) a player is transferred to a club affiliated to a different association; or
  - (ii) a player is absent from a territory for any reason other than those set out in paragraph (a) above.
- 5. Notwithstanding article 6 paragraph 4 (a), unless exceptional circumstances exist, a player must be physically present on the territory of an association for at least 183 days during a 12-month period to be considered to have "lived on the territory" of that association for that year.
- 6. For the purposes of articles 7 to 10 below, the Procedural Rules Governing the Football Tribunal shall govern any requests for eligibility or change of association.

# 7. Nationality entitling players to represent more than one association

- A player who, under the terms of article 6, is eligible to represent more than one association on account of their nationality, may play in an international match for one of these associations only if, in addition to holding the relevant nationality, they fulfil at least one of the following conditions:
  - (a) they were born on the territory of the relevant association;
  - (b) their biological mother or biological father was born on the territory of the relevant association;
  - (c) their grandmother or grandfather was born on the territory of the relevant association; and/or
  - (d) they have lived on the territory of the relevant association for at least five years.
- 2. Regardless of paragraph 1 above, associations sharing a common nationality may make an agreement under which paragraph 1 (d) of this article is deleted completely or amended to specify a longer time limit. Such agreements shall be lodged with and approved by the Council.
- **3.** The associations which share a common nationality shall be identified and updated as appropriate by the FIFA general secretariat in a circular.





#### 8. Acquisition of a new nationality

- Any player who refers to article 6 paragraph 1 to assume a new nationality and who has not played international football in accordance with article 6 paragraph 3 shall be eligible to play for the representative teams of the new association only if they fulfil one of the following conditions:
  - (a) they were born on the territory of the relevant association;
  - (b) their biological mother or biological father was born on the territory of the relevant association;
  - (c) their grandmother or grandfather was born on the territory of the relevant association; and/or
  - (d) they have lived on the territory of the relevant association:
    - for players that began living on the territory before the age of 10: at least three years;
    - (ii) for players that began living on the territory between the age of 10 and 18: at least five years;
    - (iii) for players that began living on the territory from the age of 18: at least five years.
- 2. A player who seeks to rely upon paragraph 1 (d) (ii) must:
  - (a) demonstrate that the move to the territory of the association was not for the purpose of participating for its representative teams; and
  - (b) submit, via the relevant association, a request for eligibility to the Football Tribunal.

#### 9. Stateless individuals

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

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

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



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

#### 10. Change of association

- 1. A player may, only once, request to change the association for which they are eligible to play to the association of another country of which they hold nationality.
- 2. A request to change association may be granted only in the following circumstances:
  - (a) the player:
    - was fielded in a match in an official competition at any level (with the exception of "A" international level) in any kind of football for their current association; and
    - (ii) at the time of being fielded for their first match in an official competition in any kind of football for their current association, they already held the nationality of the association which they wish to represent.
  - (b) the player:
    - was fielded in a match in an official competition at any level (with the exception of "A" international level) in any kind of football for their current association;
    - at the time of being fielded for their first match in an official competition in any kind of football for their current association, they did not hold the nationality of the association which they wish to represent;
    - (iii) at the time of being fielded for their last match in an official competition in any kind of football for their current association, they had not turned 21 years old; and
    - (iv) meets any of the requirements provided in article 7 or 8.
  - (c) the player:
    - was fielded in a match in an official competition at "A" international level in any kind of football for their current association;
    - at the time of being fielded for their first match in an official competition (at any level) in any kind of football for their current association, they held the nationality of the association which they wish to represent;
    - (iii) at the time of being fielded for their last match in an official competition in any kind of football for their current association, they had not turned 21 years old;

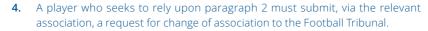


- (iv) was fielded in no more than three matches at "A" international level in any kind of football for their current association, whether in an official competition or non-official competition;
- (v) at least three years have passed since being fielded for their last match at "A" international level in any kind of football for their current association, whether in an official competition or non-official competition; and
- (vi) has never participated in any kind of football at "A" international level in the final tournament of the FIFA World Cup<sup>™</sup> or a final tournament of a confederation competition.
- (d) the player:
  - (i) wishes to represent an association that was admitted to FIFA membership after being fielded in their first match in an official competition (at any level) in any kind of football for their current association;
  - (ii) was never fielded in a match in an official competition (at any level) in any kind of football for their current association after the association which they wish to represent was admitted to FIFA membership;
  - (iii) at the time of being fielded for their first match in an official competition (at any level) in any kind of football for their current association:
    - a. held the nationality of the association which they wish to represent; or
    - b. obtained the nationality of the association which they wish to represent as soon as reasonably practicable after the country was recognised by the majority of members of the United Nations;
  - (iv) meets any of the requirements provided in article 7 or 8.
- (e) the player:
  - was fielded in a match in an official competition at "A" international level in any kind of football for their current association;
  - permanently loses their nationality without their consent or against their will due to a decision by a government authority; and
  - (iii) holds the nationality of the association that they wish to represent.
- **3.** A player is not permitted to play for their new association in any competition in which they have already played for their previous association.



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- 5. A player that was:
  - (a) granted a change of association; and
  - (b) was not fielded in a match in any (official or unofficial) competition in any kind of football by the new association,

may request a change of association back to their former association provided they continue to hold the nationality of such association.

- **6.** A player who seeks to rely upon paragraph 5 must submit, via the relevant association, a request for change of association to the Football Tribunal.
- 7. A player that has filed a request in accordance with this article is not eligible to participate for any representative team until the request has been decided upon.



## **V. SPORTING INTEGRITY**

#### 11. Principle of promotion and relegation

- 1. A club's entitlement to take part in a domestic league championship shall depend principally on sporting merit. A club shall qualify for a domestic league championship by remaining in a certain division or by being promoted or relegated to another at the end of a season.
- 2. In addition to qualification on sporting merit, a club's participation in a domestic league championship may be subject to other criteria within the scope of the licensing procedure, whereby the emphasis is on sporting, infrastructural, administrative, legal and financial considerations. Licensing decisions must be able to be examined by the member association's body of appeal.
- **3.** Altering the legal form or company structure of a club to facilitate its qualification on sporting merit and/or its receipt of a licence for a domestic league championship, to the detriment of the integrity of a sports competition, is prohibited. This includes, for example, changing the headquarters, changing the name or transferring stakeholdings between different clubs. Prohibitive decisions must be able to be examined by the member association's body of appeal.
- 4. Each member association is responsible for deciding national issues, which may not be delegated to the leagues. Each confederation is responsible for deciding issues involving more than one association concerning its own territory. FIFA is responsible for deciding international issues involving more than one confederation.



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## **VI. LAWS OF THE GAME**

#### 12. Amendments to the Laws of the Game

- 1. FIFA shall notify its member associations of any amendments and decisions regarding the Laws of the Game within one month of the ordinary annual meeting of The IFAB.
- The member associations shall enforce these amendments and decisions no later than 1 July following The IFAB's annual meeting. Exceptions may be granted only to member associations whose football season has not terminated by this date.
- **3.** Member associations may apply such amendments and decisions as soon as they have been issued by The IFAB.

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## VII. REFEREES AND ASSISTANT REFEREES

#### **13. Nomination**

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- 1. Each referee and assistant referee appointed to an international match shall belong to a neutral member association unless otherwise previously agreed by the member associations concerned.
- 2. The referee and assistant referees chosen to officiate at an international match shall be included in the official FIFA List of International Referees and Assistant Referees.

#### 14. Report

- 1. The referee of every international "A" match shall send a report within 48 hours of the match both to FIFA and the member association on whose territory the match was played.
- 2. This report shall be made on the official form given to the referee by the member association under whose jurisdiction the match was played.
- **3.** The report shall record all the disciplinary measures taken and the reasons for these measures.





#### 15. Reimbursement

- 1. Referees and assistant referees at international matches shall be entitled to:
  - (a) a daily allowance;
  - (b) reimbursement of travel expenses.

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

- **2.** The amount owed to the referees and assistant referees shall be paid to them in an easily convertible currency on the same day as the match by the organising member association.
- **3.** The expenses for hotel and board incurred by referees and assistant referees of international matches shall be borne by the organising member association.



## **VIII. FINAL PROVISIONS**

#### 16. Objectives

- 1. FIFA shall ensure that its objectives are achieved and secured solely by using suitable material and human resources either of its own or by delegating to member associations or confederations or by working with the confederations in accordance with the FIFA Statutes.
- 2. With reference to article 2 (g) of the FIFA Statutes, FIFA shall take action especially, but not exclusively, against irregular betting activities, doping and racism. These activities are prohibited and subject to sanctions.

#### **17. Enforcement**

The Regulations Governing the Application of the Statutes were adopted at the Congress on 17 May 2024 and come into force immediately after adoption.

17 May 2024

For FIFA

President Gianni Infantino

Secretary General Mattias Grafström

Mottos





# STANDING ORDERS OF THE CONGRESS

#### 1. Participation in the Congress

- 1. Each member association may be represented at the Congress by a maximum of three delegates, all of whom may take part in the debates. It is recommended that at least one of the delegates be a woman.
- 2. The names of the delegates, including the one with the right to vote, shall be submitted to the general secretariat before the opening of the Congress. The general secretariat enters the delegates mentioned on to a list (numbered 1 to 3). The delegate with the right to vote is entered as number 1. If the delegate with the right to vote leaves the Congress during the debates, the delegate entered as number 2 on the member association's delegation list is entitled to vote. If this delegate is also absent, the delegate entered as number 3 is entitled to vote.
- **3.** FIFA shall bear the costs of travel and accommodation for three delegates of each member association taking part in the Congress. The Council shall issue appropriate directives in this connection.

#### 2. Chair

- 1. The President shall chair the Congress. If the President is unable to attend, the longest-serving vice-president available shall deputise. If none of the vice-presidents is present, the Congress shall elect a member of the Council as chairperson.
- 2. The chair shall ensure that the Congress is conducted in strict compliance with these Standing Orders, open and close the Congress and debates, and, unless the Congress decides otherwise, grant delegates permission to speak and conduct all discussions.
- 3. The chair shall be responsible for maintaining order during debates.

The chair may take the following action against any Congress participant who disturbs the debates:

- (a) a call to order;
- (b) a reprimand;
- (c) exclusion from one or more sessions.
- **4.** If an appeal is made against such action, the Congress shall decide immediately without debate.





#### 3. Scrutineers

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

#### 4. Interpreters

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

#### 5. Debates

- 1. Debates on each item on the agenda shall be preceded by a short report:
  - (a) by the chair or a member of the Council designated for this purpose;
  - (b) by a representative of the committee designated by the Council to give a report;
  - (c) by a delegate from the member association that requested the item be included in the agenda.
- 2. The chair then opens the debate.

#### 6. Speakers

- 1. Permission to speak is granted in the order in which it is requested. A speaker may not begin speaking until they have obtained permission to do so. Speakers shall address the Congress from the rostrum intended for this purpose.
- 2. A speaker may not speak for a second time on the same item until all other delegates who have requested permission to speak have spoken.



#### 7. Proposals

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

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

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

#### 9. Votes

- 1. Voting by secret ballot is prohibited. Voting by proxy or by letter is not permitted at a Congress held in person. When a Congress is held by teleconference, by videoconference or by another means of communication, voting by correspondence and/or online is permitted.
- 2. Before each vote, the chair, or the person designated by the chair, shall read the text of the proposal aloud and explain the voting procedure (quorum) to the Congress. If an objection is raised, the Congress shall decide immediately.
- **3.** Votes may be taken by roll call if requested by at least 15 of the member associations present and eligible to vote.
- 4. No-one is compelled to vote.
- 5. As a rule, votes are taken by a show of hands (voting cards) or by the use of electronic equipment.





- 6. Proposals shall be put to the vote in the order in which they are submitted. If there are more than two main proposals, they shall be put to the vote in succession and the delegates may not vote for more than one of the proposals.
- 7. Alterations to amendments shall be put to the vote before the amendments proper, and amendments before the main proposal.
- 8. Proposals without a vote against are regarded as having been passed.
- 9. The chair shall check the result of the vote and announce it to the Congress.
- **10.** No one is permitted to speak during the vote and until after the result has been announced.

#### **10. Elections**

- 1. Elections shall be carried out by secret ballot. They shall either be conducted with ballot papers or by using televoters, electronic vote counters that guarantee the secrecy of the election. Elections of the President shall not be carried out by using televoters. The Secretary General, assisted by the scrutineers, shall conduct the distribution and counting of the ballot papers or the distribution and evaluation of the televoters.
- **2.** The number of ballot papers that have been distributed shall be announced by the chair before the count.
- **3.** If the number of ballot papers returned is equal to or fewer than the number of ballot papers distributed, the election shall be declared valid. If the number returned exceeds that of the ballot papers distributed, the vote shall be declared null and void and another vote shall be taken immediately.
- 4. The chair shall announce the result of each ballot.
- 5. The Secretary General shall put the ballot papers that have been collected and counted into envelopes intended for this purpose and seal them immediately. The general secretariat shall keep these envelopes and destroy them 100 days after the end of the Congress.





#### **11. Calculation of majorities**

- The simple majority (more than 50%) shall be calculated for elections, votes and other decisions on the basis of the number of valid ballot papers collected or the number of valid votes cast electronically. Blank ballot papers, invalid votes or electronic votes manipulated in any other way as well as abstentions shall be disregarded when calculating the simple majority.
- 2. The absolute majority (more than 50%) shall be calculated on the basis of the number of member associations present and eligible to vote.
- **3.** If during an election a member association casts two or more votes in support of one candidate on one ballot paper or through an electronic vote counter in an election round, or if during a vote a member association casts two or more votes for the same matter, only the last vote cast shall be considered valid and counted.

#### **12. Enforcement**

These Standing Orders of the Congress were adopted by the Congress on 17 May 2024 and come into force immediately after adoption.

17 May 2024

For FIFA

President Gianni Infantino

Secretary General Mattias Grafström

Mottos







## FIFA Governance Regulations

December 2022 edition

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#### Article 1: Purpose and scope of these regulations

- <u>1.1</u> These FIFA Governance Regulations contain the basic principles and detailed regulations regarding FIFA's governance.
- **1.2** In particular, they specify, based on the fundamental structure as set out in the FIFA Statutes, general principles regarding the internal organisation of FIFA. They further specify, within the framework of the general regime of competences as set out in the FIFA Statutes, general principles regarding the duties, powers and responsibilities of certain bodies, units and other entities of FIFA as well as of the members of those bodies and of the FIFA employees. Finally, they regulate the elections for the Council and the FIFA presidency, thereby supplementing and specifying the relevant provisions in the FIFA Statutes.

#### **Article 2: Implementation**

The Council, the President, the standing committees, the independent committees, the Football Tribunal and the Secretary General are authorised to issue directives, guidelines, policies, procedures, circular letters, manuals and similar documents for the implementation of these regulations as part of their range of duties and powers, subject to the FIFA Statutes and the provisions of these regulations.

#### Article 3: General conduct of members of FIFA bodies and FIFA employees

- 3.1 During their work and as part of their functions, members of FIFA bodies and FIFA employees shall do everything possible that is conducive to fulfilling FIFA's objectives (cf. art. 2 of the FIFA Statutes) and refrain from any action that could be detrimental to those objectives. Inside and outside FIFA, they shall know and comply with all applicable laws and regulations, as well as with FIFA's internal rules and regulations, such as these regulations, the FIFA Code of Ethics, the FIFA Disciplinary Code and, when applicable, the FIFA Team Handbook.
- 3.2 The Secretary General shall issue special provisions regarding the conduct of FIFA employees.

#### Article 4: Eligibility checks

All members of the Council (including the President), of the standing committees, of the independent committees, of the Football Tribunal as well as the Secretary General shall be required to fulfil eligibility checks in accordance with Annexe 1 of these regulations prior to their (re-)election or (re)appointment and pursuant to the relevant provisions of the FIFA Statutes.



#### **Article 5: Independence**

5.1 The restrictions resulting from the requirement of independence of the members of the relevant FIFA bodies are as follows:

	Standing committee members required to be independent	Chairpersons and deputy chairpersons of the Governance, Audit and Compliance Committee and judicial bodies	Members of the investigatory and adjudicatory chambers of the Ethics Committee	Other members of the Governance, Audit and Compliance Committee and judicial bodies (other than the Ethics Committee)
Other official function at FIFA	Not permitted for members themselves and their immediate family, including during the four years preceding the initial term	Not permitted for members themselves and their immediate family, including during the four years preceding the initial term	Not permitted for members themselves and their immediate family, including during the four years preceding the initial term	<b>Not permitted</b> for members themselves and their immediate family, including during the four years preceding the initial term
Other official function at a confederation or a member association	Not permitted for members themselves and their immediate family, including during the four years preceding initial term	Not permitted for members themselves and their immediate family, including during the four years preceding the initial term	Not permitted for members themselves, other than being a member of a judicial body at FIFA, confederation or national level	
Material business relationship with FIFA, a confederation or a member association	<b>Not permitted</b> for members themselves and their immediate family, including during the four years preceding the initial term	<b>Not permitted</b> for members themselves and their immediate family, including during the four years preceding the initial term		

5.2 "Immediate family" means, with respect to any person, such person's spouse or domestic partner, parents, grandparents, uncles, aunts, children (including any stepchild or adopted child), grandchildren, son-, daughter-, father- or mother-in-law and the spouses of such persons, and including anyone else, whether by blood or otherwise, with whom the individual has a relationship akin to a family relationship for which such person provides financial support.



- 5.3 "Material business relationship" means, with respect to any person, that (i) such person has been, or (ii) such person is a current director or executive officer or employee of or owns, directly or indirectly, 10% or more of the equity of any entity that has made payments to or received payments from FIFA, any confederation, any member association or any sponsor, auditor, outside counsel or other paid adviser or contractor of any of FIFA, any confederation or any member association for property or services in an amount which, in any single year, exceeds USD 125,000. Any compensation or other amounts paid to any such person in their capacity as a member of the Council or of an independent FIFA body shall not constitute a material business relationship within the meaning of this provision.
- 5.4 Members of standing committees who are required to be independent as well as chairpersons, deputy chairpersons and members of independent committees may not attempt to form a business relationship with FIFA for a period of one year after concluding their mandate on the respective committee.

#### **Article 6: Disclosure of compensation**

The individual annual compensation of the President, of the vice-presidents and members of the Council, and of the Secretary General, as determined by the Compensation Sub-Committee pursuant to art. 35 par. 14 b) of these regulations, as well as the compensation of the chairperson of the Governance, Audit and Compliance Committee and the costs of the judicial bodies shall be published in the FIFA Annual Report.







## RESPONSIBILITIES **AND ORGANISATION OF FIFA BODIES AND HOLDERS OF KEY POSITIONS**

**DUTIES, POWERS,** 

#### A. ANNUAL MEMBER ASSOCIATIONS CONFERENCE

### Article 7: Strategic football summits: the annual member associations conference

- 7.1 The annual member associations conference provided for by the FIFA Statutes, which is a strategic advisory forum for FIFA, may be conducted in the form of annual strategic football summits and shall be organised under the direction of the President.
- 7.2 The president of each member association shall be an *ex officio* member of the annual strategic football summits. The president may be accompanied at these summits by other association top executives, as the case may be.
- 7.3 The format of the annual strategic football summits as well as the venue and timing of the meetings shall remain flexible in order to provide the appropriate platform of discussion depending on the topics to be discussed.
- 7.4 The annual strategic football summits shall be dedicated to strategic discussions on issues of high relevance for the football world as provided for in the FIFA Statutes, with a particular focus on:
  - a) modernising the football regulatory framework;
  - b) growing revenues sustainably for further reinvestment in football;
  - c) increasing the efficiency and efficacy of the organisation;
  - d) ensuring the success of FIFA's iconic competitions;
  - e) globalising FIFA's competitions;
  - f) increasing global competitiveness;
  - g) maximising FIFA's impact on global football development;
  - h) accelerating the growth of women's football;
  - i) harnessing technology in football;
  - j) protecting positive values in football; and
  - k) impacting society through the power of football.
- <u>7.5</u> The conclusions of these meetings shall constitute strategic advice to the FIFA Council and the FIFA Congress.



#### **B. COUNCIL**

#### Article 8: Duties, powers and responsibilities

- 8.1 The duties, powers and responsibilities of the Council are based on the applicable FIFA Statutes and regulations, and on rulings and decisions applicable to the Council passed by the appropriate FIFA bodies (e.g. by the judicial bodies).
- 8.2 The Council defines FIFA's mission, strategic direction, policies and values, in particular with regard to the organisation and development of football at worldwide level and all related matters. In accordance with, and subject to, art. 34 of the FIFA Statutes, the Council has, in particular, the following specific duties:
  - a) It deals with global strategies for football and its political, economic and social status.
  - b) It defines FIFA's overall strategy, including with regard to sports-political and business matters.
  - c) It oversees the activities of the standing committees and the overall management of FIFA by the general secretariat.
  - d) It appoints and dismisses the chairpersons, deputy chairpersons and members of the standing committees and of the chambers of the Football Tribunal, with the exception of the members of the Governance, Audit and Compliance Committee, who are elected by the Congress and may only be dismissed by the Congress.
  - e) It proposes to the Congress for election the chairpersons, deputy chairpersons and members of the Disciplinary Committee, the Ethics Committee, the Appeal Committee and the Governance, Audit and Compliance Committee, thereby striving to ensure appropriate gender distribution.
  - f) It may decide to set up bureaus and/or sub-committees to the standing committees and ad hoc committees if necessary at any time, as well as approve the set-up of a bureau and/or sub-committee proposed by a standing committee.
  - g) It may decide to establish ad hoc electoral committees to assume certain duties that are, in principle, assigned to the Governance, Audit and Compliance Committee.
  - h) It appoints and dismisses the Secretary General upon the proposal of the President; the Council may also dismiss the Secretary General without such a proposal, in which case the President shall nevertheless still be obliged to sign the respective termination notice with regard to the employment contract of the Secretary General.
  - i) It defines the standards, policies and procedures applicable to the awarding of commercial contracts by FIFA.
  - j) It defines the standards, policies and procedures applicable to football development grants.
  - k) It defines the standards, policies and procedures regarding the operational costs of FIFA.
  - It defines the standards, policies and procedures regarding all other business- or finance-related matters of FIFA.
  - m) It approves the budget prepared by the Finance Committee to be submitted to the Congress for approval.



- n) It approves the accounts and annual audited financial statements, including the consolidated financial statements, drawn up by the Secretary General to be submitted to the Congress for approval.
- o) It approves the annual report to be submitted to the Congress for approval.
- p) It decides on the place and dates of the final competitions of FIFA tournaments and the number of teams taking part from each confederation, except for the place of the FIFA World Cup<sup>™</sup> and FIFA Women's World Cup<sup>™</sup> final competitions.
- q) It appoints the three representatives of FIFA who shall attend the general assembly of The IFAB in addition to the President; furthermore, it is entitled to direct how the representatives of FIFA shall vote in The IFAB.
- r) It supports the full participation of women at all levels of football, including in governance and technical roles.
- s) It approves and issues FIFA regulations.
- **8.3** In accordance with art. 27 par. 7 of the FIFA Statutes, the Council shall determine the number of seats to be assigned to each confederation in the Governance, Audit and Compliance Committee and in the judicial bodies, and thereafter submit proposals, in writing, for the members of the Governance, Audit and Compliance Committee and the judicial bodies to the general secretariat at least four months before the start of the relevant Congress.
- <u>8.4</u> The Council shall deal with all matters relating to FIFA that do not fall within the sphere of responsibility of another body, in accordance with the FIFA Statutes.
- 8.5 The Council shall not be responsible for matters of an executive nature. Such matters shall be dealt with by the FIFA general secretariat.





#### Article 9: Meetings and decision-making

- 9.1 The Council shall meet at least three times a year.
- **9.2** The President shall convene the meetings of the Council at least 14 days in advance by way of letter and/or email, stating the date, time and place of the meeting as well as the items of the agenda (the latter to be compiled by the President while considering possible proposals from the other Council members). Meetings may be held in person, by teleconference, by videoconference or by another means of communication. If a meeting cannot be convened within an appropriate period of time, decisions may be passed by other methods (e.g. circular resolution). The required documents to enable the members to prepare properly for the meeting shall be sent to the members at least seven days in advance by way of letter and/or email. If justified by special circumstances, additional and/or new documents may be distributed at the meeting. Meetings of the Bureau of the Council shall be convened immediately.
- <u>9.3</u> If at least 19 members of the Council request a meeting, the President shall convene it according to par. 2 above.
- **9.4** The President, as the chairperson of the Council, shall conduct the meetings in accordance with the FIFA Statutes and these regulations. He shall open and close the debates and give the floor to the Council members. If the President is unable to attend, the longest-serving vice-president shall conduct the meeting as deputy chairperson. If the longest-serving vice-president is prevented from conducting the meeting, the next vice-president in line shall conduct the meeting.
- 9.5 If a vote is needed on any matter, a simple majority (more than 50%) of the valid votes cast is required for a decision to be adopted. Each member of the Council has one vote. As a rule, votes of the Council shall be conducted openly.
- 9.6 Decisions of the Council are signed by the President.
- 9.7 Council meetings are confidential.
- **9.8** The minutes of every meeting shall be recorded by the Secretary General, who attends the Council meetings *ex officio* and as the secretary of the meetings without voting rights. Should the Secretary General be unavailable, one of the two Deputy Secretaries General shall deputise. The minutes shall, as a general rule, be signed by the Secretary General.







- 10.1 The members of the Council shall participate in the meetings in person. Attendance by teleconference, by videoconference or by another means of communication shall also constitute presence.
- 10.2 Council members shall show mutual respect and protect the interests of FIFA in their work. They shall read the agenda carefully as well as any documents sent to them before the meeting. They shall take an active part in the discussions.
- 10.3 Council members shall adhere to all relevant FIFA rules and regulations in their work on the committees, in particular to the FIFA Statutes and the FIFA Code of Ethics but also to any decisions issued by FIFA. They shall act faithfully, loyally and independently and in the best interests of FIFA and the promotion and development of football at global level.
- 10.4 In particular, Council members shall always be aware of, and comply with, the provisions of art. 19 of the FIFA Code of Ethics (Conflicts of interest) and adjust their conduct as necessary (e.g. abstain from performing their duties, notify the President in cases of potential conflicts of interest).
- 10.5 Council members shall complete and submit two copies, one to the President and one to the Governance, Audit and Compliance Committee, of the Related-Party Declaration (included in Annexe 2 to these regulations) on an annual basis. The President shall also complete and submit two copies, one to the Secretary General and one to the Governance, Audit and Compliance Committee, of the Related-Party Declaration.
- 10.6 Every member of the Council undertakes, and accepts responsibility, to faithfully, loyally and independently act in the best interests of FIFA and the promotion and development of football at global level.

#### **Article 11: Expenses**

Expenses of the Council members shall be reimbursed in accordance with the applicable FIFA Expenses Regulations.

#### Article 12: Bureau of the Council

The provisions above shall also apply *mutatis mutandis* to the Bureau of the Council.





#### C. PRESIDENT

#### Article 13: Contractual relationship with FIFA

In addition to the relevant provisions of the FIFA Statutes as well as of these and other FIFA regulations, the details regarding the relationship between FIFA and the President including, in particular, compensation matters, shall be regulated by a contract between the (incumbent) President and FIFA. This contract shall be approved by the Compensation Sub-Committee and signed on behalf of FIFA by the Secretary General and a second person having the power to sign in accordance with the entry in the Commercial Register of the Canton of Zurich.

#### Article 14: Role, duties, powers and responsibilities

- 14.1 The President represents FIFA generally (cf. art. 35 par. 1 of the FIFA Statutes). He chairs the Congress and the Council, and coordinates the Council. The President's duties, powers and responsibilities are based on the applicable FIFA Statutes and regulations, and on rulings and decisions applicable to the President passed by the appropriate FIFA bodies (e.g. by the judicial bodies).
- 14.2 The President shall aim to ensure that FIFA's statutory objectives, mission, strategic direction, policies and values are sustainably pursued and to foster a positive image of FIFA. While performing his activities, the President shall be, and thus contribute to FIFA being, a vanguard for promoting the following principles, rights and values, in particular:
  - a) integrity, ethics and fair play;
  - b) human rights and humanitarian values;
  - c) non-discrimination, gender equality, equal treatment in general, and the stance against racism;
  - d) solidarity and mutual respect in football as well as in society in general; and
  - e) promoting friendly and peaceful relations within FIFA as well as in society in general for humanitarian reasons.
- 14.3 The President shall be recorded in the Commercial Register of the Canton of Zurich as having joint powers of signature (with one other person).





- 14.4 In accordance with, and subject to, art. 35 of the FIFA Statutes, the President has, in particular, the following specific duties:
  - a) To propose the guidelines for FIFA's overall strategy to the Council; to oversee, together with the Council, the implementation of the guidelines for FIFA's overall strategy; to appraise the Secretary General's performance
  - b) To prepare the business of the Council and the Congress
  - c) To convene meetings of the Bureau of the Council and to notify the Council immediately of the decisions passed by the Bureau of the Council
  - d) To propose the appointment or dismissal of the Secretary General
  - e) To engage the members of the Executive Office of the President and terminate their employment
- 14.5 The President may delegate certain duties, powers and responsibilities that have been assigned to him to the Secretary General or individual members of the Council. In such cases, the Secretary General or the individual members of the Council shall report to the President.
- 14.6 In accordance with art. 33 par. 7 of the FIFA Statutes, if the President is permanently or temporarily prevented from performing his official function, the longest-serving vice-president shall assume the powers and responsibilities of the President until the next Congress. This Congress shall elect a new President, if necessary. If the longest-serving vice-president is prevented from assuming the powers and responsibilities of the President, the next vice-president in line shall assume the powers and responsibilities of the President.





#### D. SECRETARY GENERAL

#### **Article 15: Secretary General**

- 15.1 The Secretary General is the chief executive officer (CEO) of FIFA. He chairs and heads the Management Board.
- 15.2 The Secretary General shall be recorded in the Commercial Register of the Canton of Zurich as having joint powers of signature (with one other person).
- 15.3 The Secretary General reports to the Council through the office of the President.
- **15.4** The Secretary General shall be employed by FIFA on the basis of an employment agreement. The employment contract of the Secretary General shall be signed on behalf of FIFA by the President and a second person having power to sign in accordance with the entry in the Commercial Register of the Canton of Zurich.
- <u>15.5</u> The organisation and structure of the general secretariat shall be dealt with through directives issued by the Secretary General.

#### 15.6 Powers and responsibilities

The duties, powers and responsibilities of the Secretary General are based in principle on the FIFA Statutes and regulations applicable to the Secretary General, and on rulings and decisions applicable to the Secretary General passed by FIFA bodies as well as on any applicable legal provisions. The Secretary General has the responsibility and authority to make decisions on all executive and administrative matters that do not, based on the FIFA Statutes, these regulations or the regulations of other bodies, come under the remit of another body or person. The Secretary General is authorised to issue implementing regulations, directives, policies, procedures, circular letters, manuals and similar documents as part of and within the framework of his duties and powers as set out in the FIFA Statutes, the provisions of these regulations, and the regulations of other bodies.

More particularly, the main duties of the Secretary General are as follows:

- a) To manage the FIFA general secretariat and ensure that all of FIFA's executive and administrative work is carried out smoothly, promptly and properly
- b) To propose targets for the various divisions in accordance with FIFA's overall strategy as determined by the Council
- c) To approve the organisational structures in each division at the proposal of the respective Deputy Secretary General or chief officer; to propose the creation of new divisions to the Council
- d) To implement, subject to other rulings stating the contrary, the rulings and decisions passed by the FIFA bodies, in particular decisions passed by the Congress and the Council, under the supervision of the President and adhering to the relevant guidelines and directives



- e) To prepare the administration and organisation of the Congress
- f) To appoint and/or dismiss the chief officers of FIFA; to approve proposals from the chief officers of the various divisions regarding the appointment or revocation thereof of a deputy; to engage and dismiss personnel in the FIFA general secretariat
- g) To appoint and/or dismiss the Deputy Secretary General (Administration) and the Deputy Secretary General (Football)
- h) To decide, on behalf of FIFA, on the signing powers of members of FIFA bodies and employees for the purpose of concluding legal transactions and signing correspondence as an addition to these regulations, wherever these persons are not recorded in the Commercial Register of the Canton of Zurich
- To issue guidelines and regulations for all FIFA employees after consulting the management concerned; to propose the salary structure (including bonuses) as well as FIFA's social benefits to the President for approval
- j) To issue guidelines concerning procurement
- To approve any proposal regarding amendments to the material structure of FIFA's subsidiaries as well as regarding acquiring and selling holdings in companies
- To determine persons for representation in subsidiaries and companies in which FIFA has a full or partial holding and proposes their withdrawal
- m) To ensure that the provisions of art. 3 of these regulations are also implemented in the consolidated subsidiaries of FIFA to the extent permitted by applicable law
- n) To designate specific persons for overall projects (overall project leaders) and submit the relevant project plans to the Council for approval
- o) To manage and keep the accounts of FIFA according to industry standards; to approve the guidelines proposed by the Finance Division; to prepare the annual and quadrennial budgets; to prepare the annual audited financial statements and publish the financial statements on the FIFA official website once approved by the Congress
- p) To manage asset and foreign exchange matters
- q) To manage FIFA's correspondence
- r) To facilitate relations with the confederations and member associations
- s) To compile the minutes for the meetings of the Congress, the Council, the standing committees and the ad hoc committees
- 15.7 The President may devolve the following range of duties upon the Secretary General:
  - a) Reporting to the Congress and the Council
  - b) Preparing decisions to be passed by the Congress and the Council





- <u>15.8</u> Moreover, the Secretary General has the following duties, powers and responsibilities with regard to compliance:
  - a) To monitor compliance by FIFA employees with the law and with all relevant FIFA rules and regulations
  - b) To review reports directly submitted to the Secretary General by the Chief Legal & Compliance Officer
  - c) To implement appropriate measures in cases of non-compliance, alleged corruption or other improper conduct by employees of FIFA and to the extent permitted by applicable law and FIFA's rules and regulations all members of executive bodies and employees of FIFA's consolidated subsidiaries who are not bound by the FIFA Code of Ethics, except for the Secretary General himself. In this respect, he ensures that the consolidated subsidiaries of FIFA set up their own compliance units which exercise the duties, powers and responsibilities in accordance with the applicable law, and that such compliance units report to the FIFA Compliance Subdivision in the absence of mandatory legal provisions to the contrary
  - d) Based on reports and proposals from the FIFA Compliance Subdivision, he implements appropriate measures in cases of non-compliance, alleged corruption or other improper conduct by FIFA team members, except for the Secretary General himself.
  - e) To report regularly (or, in cases of emergency, immediately) to the Governance, Audit and Compliance Committee on the findings of the compliance monitoring and on the cases reported and submitted to the Secretary General
  - f) To report annually to the President and to the Governance, Audit and Compliance Committee on the compliance-related activities
- **15.9** The Secretary General may delegate duties to one of his deputies or to the chief officers of the various divisions for a certain period and, in particular, delegate mandatory reporting and minutes-taking of the standing committee and ad hoc committee meetings to one of his deputies or to the chief officers of the various divisions or advisory divisions.
- **15.10** The Secretary General shall consult with the President concerning major decisions in order to ensure that the overall strategy, as defined by the Council, is reflected in FIFA's day-to-day business, in particular regarding par. 6 c), e), f), g), k), l) and n) of this article.
- 15.11 If the Secretary General intends to deviate from the principles and provisions contained in these regulations while performing his duties, he must obtain approval from the Council prior to taking any relevant action.



#### **Article 16: Deputy Secretaries General**

- 16.1 The Deputy Secretaries General deputise for the Secretary General if the latter is temporarily absent or incapacitated with regard to performing his duties. One of the Deputy Secretaries General further assumes the function of Acting Secretary General if the Secretary General resigns or becomes permanently incapacitated with regard to performing his functions during his term of office until a new Secretary General has been appointed in accordance with the FIFA Statutes and these regulations.
- <u>16.2</u> The Secretary General may assign duties in certain areas to one of the Deputy Secretaries General for a fixed period.

#### Article 17: Chief Legal & Compliance Officer and Compliance Subdivision

- 17.1 The Chief Legal & Compliance Officer reports to the Secretary General and to the Governance, Audit and Compliance Committee concerning FIFA compliance matters.
- <u>17.2</u> The FIFA Compliance Subdivision is led by the Director of Compliance, who reports to the Chief Legal & Compliance Officer.
- 17.3 The organisation and functions as well as any other details of the FIFA Compliance Subdivision and the Director of Compliance are governed by directives issued by the Secretary General.
- 17.4 In order to fulfil his duties, powers and responsibilities, the Chief Legal & Compliance Officer has unrestricted right of access to and inspection of any organisational unit of FIFA.
- 17.5 Appropriate funding from FIFA shall be provided for payment of any outside counsel, experts or advisers to be engaged and for covering any ordinary administrative expenses of the FIFA Compliance Subdivision.





#### E. STANDING COMMITTEES

#### **GENERAL RULES**

#### Article 18: Scope

- 18.1 The provisions of this section refer to committees only. Notwithstanding this, they apply to the FIFA standing committees as well as to their respective sub-committees (if applicable).
- 18.2 The provisions contained in the subsequent section (specific rules for individual committees) supersede any provisions of this section addressing the same matter(s).

### Article 19: Powers and competences of the Council relating to standing committees

- 19.1 In addition to the duties set out in the FIFA Statutes and in arts 27 et seq. below, the Council may delegate further duties to the committees at any time.
- **19.2** The Council may remove any member of a committee at any time. Proposals to remove a particular committee member may, in particular, be submitted to the Council by the President. Recurring failure to attend committee meetings is especially regarded as a reason for relieving a member of his duties.

#### Article 20: Terms of office

- <u>20.1</u> The members of the standing committees are appointed for a term of office of four years. Reappointments are possible.
- 20.2 If a member of a committee resigns or becomes permanently incapacitated with regard to performing his functions during his term of office, or if he is relieved of his duties pursuant to art. 19 par. 2 of these regulations, the Council shall, at the earliest opportunity, appoint a replacement for the remaining term of office.





#### **Article 21: Organisation**

- 21.1 The committees may work with other committees to deal with specific problems.
- 21.2 If necessary, the committees may set up working groups to conduct specific tasks or examine specific issues. Such working groups may include experts who are not members of the committees. The results of such working groups should then be fed back to the respective committee.
- 21.3 The committees may call upon specialists at any time to address any urgent and/or special business in accordance with the applicable procurement guidelines. If such engagements incur expenses exceeding USD 100,000, they must be approved by the Council. The chairperson of the committee concerned shall make an appropriate request to the Council.
- <u>21.4</u> The committees may call upon staff from the general secretariat to assist and support them in their work.

#### Article 22: Compliance training

- 22.1 All chairpersons, deputy chairpersons and members of all committees shall complete initial compliance training within six months of assuming their positions.
- 22.2 All chairpersons, deputy chairpersons and members of all committees shall complete additional compliance training at least once every two years.

#### Article 23: Meetings and decision-making

- 23.1 The committees shall meet whenever pending matters so require. The chairperson and the Secretary General shall draw up an annual plan to fix dates for meetings. Meetings may be held in person, by teleconference, by videoconference or by another means of communication. If a meeting cannot be convened within an appropriate period of time, decisions may be passed by other methods (e.g. circular resolution).
- 23.2 The chairperson shall draw up the agenda in conjunction with the Secretary General. Committee members may send written requests to the chairperson for items to be included in the agenda.



#### 23.3 The agenda shall, as a general rule, include the following items:

- a) Welcome from the President
- b) Welcome of new members by the President and the chairperson (if applicable)
- c) Chairperson's remarks
- d) Roll call
- e) Approval of the agenda
- f) Approval of the minutes of the last meeting
- g) Agenda containing the items to be discussed and enclosures
- h) Any other business
- i) Next meeting
- 23.4 The Secretary General shall sign the agenda. The agenda and any enclosures shall be sent to the committee members in good time before the meeting. The agenda may be altered if a majority of the committee members present agrees to such a proposal. Documents containing further information on the items to be discussed may be distributed to the committee members at any time.
- 23.5 The chairperson shall open and conduct the meetings. The chairperson shall open and close the debates and give the floor to the committee members. If the chairperson is unable to attend, the deputy chairperson shall conduct the meeting. If the latter is also unavailable, the committee shall choose a chairperson for that meeting from the members present.
- 23.6 If a vote is needed on any matter, a simple majority (more than 50%) of the valid votes cast is required for the decision to be adopted. Each member of the committee has one vote. Votes are conducted openly. Voting by secret ballot is prohibited.
- 23.7 Decisions of the standing committees are signed by the Secretary General.
- 23.8 The Secretary General, or a representative of the general secretariat duly appointed by the Secretary General, shall attend committee meetings in an administrative capacity without voting rights.
- 23.9 Committee meetings are confidential.
- 23.10 Minutes shall be recorded of every meeting.





### Article 24: Committee members' duties

- 24.1 The committee members shall take part in the meetings in person. Attendance by teleconference, by videoconference or by another means of communication shall also constitute presence.
- 24.2 Committee members shall show mutual respect and protect the interests of FIFA in their work on the committees. They shall review all documents sent to them before the meeting. They shall take an active part in the discussions. Committee members shall act faithfully, loyally and independently and in the best interests of FIFA and the promotion and development of football at global level.
- 24.3 Committee members shall adhere to all relevant FIFA rules and regulations in their work on the committees, in particular to the FIFA Statutes and the FIFA Code of Ethics but also to any decisions issued by FIFA.
- 24.4 In particular, committee members shall always be aware of, and comply with, the provisions of art. 19 of the FIFA Code of Ethics (Conflicts of interest) and adjust their conduct as necessary (e.g. abstain from performing their duties, notify the chairperson in cases of potential conflicts of interest).

### **Article 25: Expenses**

Committee members' expenses shall be reimbursed in accordance with the applicable FIFA Expenses Regulations.

### Article 26: Relationship with the Council

- 26.1 The respective chairpersons shall represent the committees in dealings with the Council and other FIFA bodies or institutions.
- <u>26.2</u> The chairpersons of the committees shall regularly report to the Council on the committees' work, either orally or in writing.





### SPECIFIC RULES FOR INDIVIDUAL COMMITTEES

### **Article 27: Finance Committee**

### 27.1 Composition

- a) The Finance Committee shall consist of at least three members and not more than 12 members, all of whom must be qualified to deal with financial matters.
- b) No fewer than half of the committee's members shall fulfil the independence criteria defined in art. 5 of these regulations.

### 27.2 Powers and responsibilities

The Finance Committee shall determine FIFA's strategy regarding financial and asset management and advise the Council on these matters. In particular, the committee's main powers and responsibilities are as follows:

- a) To prepare, in cooperation with the Secretary General, FIFA's budget to be submitted to the Council for approval
- b) To analyse the accounts and financial statements drawn up by the Secretary General and to issue a recommendation to the Council as to whether or not to approve them
- c) To draft policies, rules and guidelines regarding FIFA's overall strategy in financial and asset management matters and to submit them to the Council for approval
- d) To ensure that budgets submitted for approval support the growth and development of women's football
- e) To deal with any other matters relating to FIFA's finances as appropriate, except for operational matters

### **Article 28: Development Committee and Development Bureau**

- 28.1 Composition of the Development Committee
  - a) The Development Committee shall consist of at least three members.
  - b) No fewer than half of the committee's members shall fulfil the independence criteria defined in art. 5 of these regulations.
- 28.2 Powers and responsibilities

The Development Committee shall deal with FIFA's development programmes. In this regard, it shall devise and propose appropriate strategies, check these strategies periodically and analyse the support provided to the beneficiaries, including member associations, confederations, zonal/regional associations and, in exceptional circumstances, other football associations that are non-FIFA members and that organise competitions and/or football projects. More





- Analysing the major development challenges at stake, taking into account the relevant geographical, social, economic and football potential as well as the principle of solidarity, and informing the relevant bodies within FIFA
- Advising and assisting the Council on the implementation of FIFA development programmes, including, but not limited to, the areas of governance, technical development and management of the beneficiaries
- c) Proposing new development programmes, strategies and orientations, and addressing the related budget matters
- d) Drawing up regulations for the FIFA development programmes and guidelines for the specific support provided to the beneficiaries and submitting these guidelines and regulations, through the Governance, Audit and Compliance Committee, to the Council for approval
- e) Issuing strategic orientations for the use of the financial support provided to the beneficiaries
- f) Reviewing and approving the contracts of agreed objectives presented by the member associations and confederations together with the FIFA administration
- g) Reviewing and approving specific project applications for the use of FIFA development funds presented by the member associations within the framework of the FIFA development programmes and the contracts of agreed objectives mentioned above
- Monitoring the development and implementation of capacity-building support by the FIFA administration within the framework of the FIFA development programmes and the contracts of agreed objectives mentioned above
- Approving the thematic focus, types of activity, budget allocation per continent and/or per country in respect of new development programmes and special projects
- j) Ensuring that development activities, guidelines and regulations reinforce the importance of developing and resourcing women's football, and supporting the full participation of women in governance, technical and administrative roles
- k) Taking any other decision regarding the distribution of FIFA development funds
- Instructing the administration on the execution of the Development Committee's decisions
- m) Dealing with any other matters relating to development

### 28.3 Composition of the Development Bureau

The Development Bureau shall be composed of the chairperson and/or deputy chairperson and at least one member of the Development Committee selected by the chairperson or deputy chairperson.

No fewer than half of the Bureau's composition shall fulfil the independence criteria





defined in art. 5 of these regulations.

28.4 Specific powers and responsibilities of the Development Bureau

The Development Bureau shall be called upon whenever necessary to take on the responsibilities and duties of the Development Committee as follows:

- a) Approval of contracts of agreed objectives presented by the member associations and confederations within the framework of the FIFA development programmes
- b) Approval of specific project applications presented by the member associations within the framework of the FIFA development programmes
- c) Approval of requests presented by the member associations to use all or part of their entitlement for operational/running costs to fund specific projects within the framework of the FIFA development programmes
- d) Approval of requests presented by the member associations to use all or part of their entitlement for specific projects to cover their ongoing operational/running costs within the framework of the FIFA development programmes

### **Article 29: Organising Committee for FIFA Competitions**

29.1 Composition

The Organising Committee for FIFA Competitions shall consist of an adequate number of members.

29.2 Powers and responsibilities

The Organising Committee for FIFA Competitions shall oversee the organisation of the following FIFA competitions in compliance with the provisions of the regulations applicable to the respective competitions, the relevant hosting documents and the hosting requirements contained or referred to therein:

- a) FIFA World Cup™
- b) Olympic Football Tournaments, thereby also taking into account the Olympic Charter
- c) FIFA U-20 World Cup™
- d) FIFA U-17 World Cup™
- e) FIFA Women's World Cup™
- f) FIFA U-20 Women's World Cup™
- g) FIFA U-17 Women's World Cup™
- h) FIFA Futsal World Cup™
- i) FIFA Beach Soccer World Cup™



### j) FIFA Club World Cup™

Moreover, the Organising Committee for FIFA Competitions shall advise and assist the Council on all matters regarding the organisation of the above-mentioned competitions, propose to the Council amendments to regulations applicable to these competitions, the hosting documents and hosting requirements contained or referred to therein, produce and publish an official report on these competitions, and deal with any other matters related to the organisation of these competitions. Furthermore, the Organising Committee for FIFA Competitions may propose new competitions to the Council.

29.3 In addition, the Organising Committee for FIFA Competitions shall deal with global strategies against match manipulation to protect the integrity of football. The committee shall issue and monitor compliance with the FIFA Stadium Safety and Security Regulations and monitor relevant developments in the area of stadium security.

### Article 30: Football Stakeholders Committee

30.1 Composition

The Football Stakeholders Committee shall consist of an adequate number of members. Each confederation shall be represented in the Football Stakeholders Committee. The Football Stakeholders Committee's composition shall also reflect the different stakeholders involved in association football.

30.2 Powers and responsibilities

The Football Stakeholders Committee shall advise and assist the Council on all matters relating to football, particularly the structure of the game, as well as on all technical matters. The committee shall also deal with the relationship between clubs, players, leagues, member associations, confederations and FIFA as well as with issues relating to the interests of club football worldwide. More particularly, the committee's main duties are as follows:

- a) Making recommendations and proposals to be submitted to the Council concerning the technical/structural development of football
- b) Analysing relations between clubs, leagues, associations, confederations and FIFA and proposing to the Council any measures that may improve cooperation
- c) Promoting football
- d) Analysing the basic aspects of football
- e) Combatting elements posing a threat to football, in particular related to its integrity





- f) Supporting and developing any projects benefiting supporters
- g) Making recommendations to promote a healthy environment in football
- h) Addressing fair-play matters, promoting the concept of fair play, promoting gender equality in football and fighting discrimination in football worldwide
- i) Safeguarding the origins of football
- j) Developing training methods for football
- k) Dealing with matters relating to football pitches
- Dealing with any other technical matters relating to football and with any other matters relating to football in general
- 30.3 The main duties of the committee in connection with club football are as follows:
  - a) Making recommendations and proposals to be submitted to the Council with a view to the structural development of club football
  - b) Observing the development of the regulatory framework in relation to club football worldwide and formulating comments and/or proposals
  - c) Developing best-practice principles for club football governance
  - d) Making recommendations and proposals to promote the growth of club football for women
  - e) Drawing up regulations governing club football
  - f) Dealing with any other matters relating to club football

### **Article 31: Member Associations Committee**

31.1 Composition

The Member Associations Committee shall consist of an adequate number of members, at least half of whom shall be knowledgeable about and experienced in international affairs and/or government relations.

31.2 Powers and responsibilities

The Member Associations Committee shall advise and assist the Council on all matters relating to the member associations. It shall deal with relations between FIFA and its member associations as well as the member associations' compliance with the FIFA Statutes and draw up proposals for optimum cooperation. The Member Associations Committee shall also monitor the evolution of the statutes and regulations of the confederations and the member associations. More particularly, the committee's main duties are as follows:

a) Coordinating relations between FIFA and its member associations and drawing



- b) Devising projects for collaboration between FIFA and any member associations with special requirements or problems
- c) Advising the member associations on matters relating to good governance and best-practice principles within their structures
- d) Examining any requests from member associations affected by exceptional circumstances, for presentation to the Council
- e) Advising the member associations, on request, on how to improve their internal organisation, especially at administrative level
- f) Drawing up documents/policies and/or organising courses/seminars and strategic development workshops designed to improve the member associations' standards of administration as well as general best practices, in cooperation with other organisations. FIFA has the final say on any proposals submitted by these organisations
- g) Submitting to the Council procedures for the affiliation of any association applying for membership of FIFA and processing all the applications received in accordance with the applicable provisions of the FIFA Statutes and regulations
- h) Assisting any new FIFA member association in setting up and organising its administration
- Investigating any governance-related or regulatory issues arising in a member association and proposing suitable measures or actions to the Council to resolve the situation
- j) Dealing with other matters relating to the member associations

### **Article 32: Referees Committee**

### 32.1 Composition

The Referees Committee shall be made up of two sub-committees: a Competitions Sub-Committee and a Refereeing Development Sub-Committee. The chairperson and the deputy chairperson of the Referees Committee shall be members of, and perform their respective functions in, both sub-committees. In addition to the chairperson and the deputy chairperson, the Competitions Sub-Committee and the Refereeing Development Sub-Committee shall each consist of an adequate number of members.

### 32.2 Powers and responsibilities

The Referees Committee shall implement and interpret the Laws of the Game and may propose amendments to the Laws of the Game to the Council. It shall appoint the referees and assistant referees for matches in competitions organised by FIFA and shall advise and assist the Council on all matters relating to refereeing, referees





and assistant referees. More particularly, the committee's main duties are as follows:

- a) Implementing the Laws of the Game and interpreting their application
- b) Approving the official translations of the Laws of the Game
- c) Proposing to the Council any amendments to the Laws of the Game to be submitted to The International Football Association Board (IFAB)
- d) Approving the wording of the Laws of the Game in official FIFA publications
- e) Compiling a list of referees and assistant referees eligible to officiate at international matches from among the nominations submitted by associations
- Appointing referees and assistant referees for matches in competitions organised by FIFA or for any other tournaments, whenever requested to do so
- g) Establishing standard refereeing methods and ensuring the uniform implementation of the Laws of the Game around the world
- h) Establishing uniform criteria for the inspection of referees and assistant referees for use by every member association
- i) Organising courses for referees, assistant referees and referee instructors
- j) Drawing up a list of instructors and speakers capable of conducting courses for referees
- k) Preparing and producing teaching materials on refereeing and assistant refereeing
- Ensuring that each member association has a properly constituted referees' and assistant referees' committee and that this committee functions properly
- m) Monitoring and supervising the compliance of member associations with the Regulations on the Organisation of Refereeing in FIFA Member Associations
- n) Dealing with other matters relating to referees and assistant referees
- <u>32.3</u> The Referees Committee shall also advise and assist the Council on all matters relating to futsal, and shall, in particular:
  - a) draw up the Futsal Laws of the Game;
  - b) approve the official translations of the Futsal Laws of the Game; and
  - c) make decisions regarding the application of the Futsal Laws of the Game.
- <u>32.4</u> The Referees Committee shall also advise and assist the Council on all matters relating to beach soccer, and shall, in particular:
  - a) draw up the Beach Soccer Laws of the Game;
  - b) approve the official translations of the Beach Soccer Laws of the Game; and



c) make decisions regarding the application of the Beach Soccer Laws of the Game.

### **Article 33: Medical Committee**

### 33.1 Composition

The Medical Committee shall consist of an adequate number of members, all of whom shall be qualified in sports medicine, be specialised in football and, together, represent as many areas of sports medicine as possible.

### **33.2** Powers and responsibilities

The Medical Committee shall deal with all medical aspects of football. It shall advise and assist the Council on all matters relating to sports medicine. More particularly, the committee's main duties are as follows:

- a) Advising on theoretical, practical and clinical aspects of medicine, physiology and hygiene
- b) Drawing up medical guidelines for coaches, players, referees and assistant referees
- c) Drawing up guidelines that enable players to improve their athleticism, fitness and stamina
- d) Drawing up recommendations for coaches and other team supervisors regarding physical training for players
- e) Drawing up guidelines on nutrition for players
- f) Drawing up guidelines on general hygiene in sport that explain the effects of certain substances on the body, such as alcohol, nicotine, medication and drugs
- g) Drawing up instructions regarding medical services at international matches and tournaments
- h) Investigating injuries sustained during matches and drawing up guidelines for preventing injury and improving treatment
- Advising the FIFA Anti-Doping Department in relation to drawing up the FIFA Anti-Doping Regulations
- j) Dealing with any other sports-medical matters connected with football





### F. INDEPENDENT COMMITTEES

### Article 34: Institutional independence

In accordance with art. 48 of the FIFA Statutes, the independent committees as well as their individual members shall conduct their activities and perform their duties entirely independently but always in the interests of FIFA and in accordance with the Statutes and regulations of FIFA.

### Article 35: Governance, Audit and Compliance Committee

- 35.1 Composition
  - a) The Governance, Audit and Compliance Committee shall consist of at least three members and not more than 15 members, all of whom must not belong to any other FIFA body.
  - b) The committee members shall be knowledgeable and experienced in governance and/or financial and/or legal matters and may not be involved in any decision affecting the operations of FIFA.
  - c) In accordance with these regulations, candidates for positions on, and incumbent members of, the Governance, Audit and Compliance Committee shall be subject to eligibility checks carried out by the investigatory chamber of the Ethics Committee. Such reviews shall be carried out at least prior to any re-election or extension of mandate.
  - d) Candidates for any position on the Governance, Audit and Compliance Committee as well as the incumbent members of the committee shall fulfil the independence criteria defined in art. 5 of these regulations.
  - e) The committee's incumbent members shall be subject to periodical independence reviews by the investigatory chamber of the Ethics Committee. Such reviews shall be carried out at least prior to any re-election or extension of mandate.
  - f) The Review Committee shall comprise the chairperson of the Governance, Audit and Compliance Committee and, based on the chairperson's proposal, two additional members appointed by the Governance, Audit and Compliance Committee, who shall remain members of the plenary committee.
  - g) The Human Rights and Social Responsibility Sub-Committee shall comprise the chairperson of the Governance, Audit and Compliance Committee and, based on the chairperson's proposal, one or more additional members appointed by the Governance, Audit and Compliance Committee, who shall remain members of the plenary committee. Additional experts in these fields may be appointed as members by the Governance, Audit and Compliance Committee, which may also appoint independent external experts to advise the sub-committee.



h) The Compensation Sub-Committee shall comprise the chairperson of the Finance Committee, the chairperson of the Governance, Audit and Compliance Committee and a third member to be jointly appointed by the two chairpersons. This third member shall fulfil the independence criteria defined in art. 5 of these regulations.

### 35.2 Organisation

- a) The committee may work with other committees to deal with specific problems.
- b) The committee shall establish a Review Committee, a Human Rights and Social Responsibility Sub-Committee and a Compensation Sub-Committee in accordance with art. 35 par. 1 f) to h) of these regulations.
- c) The committee may call upon specialists or set up additional sub-committees at any time to settle any special and/or urgent business.
- d) The committee may call upon staff from the FIFA general secretariat to carry out its work. Furthermore, the committee may retain such outside counsel, experts, and other advisers as it determines appropriate to assist it in carrying out its duties.
- e) Unless the committee by resolution determines otherwise, any action required or permitted to be taken by the committee may be taken without a meeting of all members if all members consent thereto in writing, and the written consent is filed together with the committee meeting minutes.

### 35.3 Relationship with other FIFA bodies and officials

- a) The chairperson shall represent the Governance, Audit and Compliance Committee in dealings with other FIFA bodies and officials. If the chairperson is unable to represent the committee, the deputy chairperson shall deputise. If the latter is also unable to represent the Governance, Audit and Compliance Committee, this task shall be assumed by a member designated by the members of the committee.
- b) The chairperson of the Governance, Audit and Compliance Committee shall periodically meet separately with the appropriate chief officers of FIFA and the external auditors.
- c) The chairperson of the committee shall annually report to the Congress and, on request by the Council, inform the President and the Council on the committee's work, either orally or in writing.



### 35.4 Funding

Appropriate funding from FIFA shall be provided for payment of any outside counsel, experts or advisers to be engaged and for covering any ordinary administrative expenses of the committee that are necessary or appropriate in carrying out its duties. The expenses of the committee members shall be reimbursed in accordance with the applicable FIFA Expenses Regulations.

### 35.5 Meetings and decision-making

- a) The committee shall meet whenever pending matters so require. Meetings may be held in person, by teleconference, by videoconference or by another means of communication. If a meeting cannot be convened within an appropriate period of time, decisions may be passed by other methods (e.g. circular resolution).
- b) The chairperson shall draw up the agenda. Members may send written requests to the chairperson for items to be included in the agenda.
- c) The agenda shall, as a general rule, include the following items:
  - Chairperson's remarks
  - Roll call
  - Approval of the agenda
  - Approval of the minutes of the last meeting
  - Agenda containing the items to be discussed and enclosures
  - Any other business
  - Next meeting
- d) The agenda and any enclosures shall be sent to the members in good time before the meeting. The agenda may be altered if a majority of the members present agrees to such a proposal. Documents containing further information on the items to be discussed may be distributed to the members at any time.
- e) The chairperson of the committee shall conduct the meetings. He shall open and close the debates and give the floor to the committee members. If he is unable to attend, the deputy chairperson shall deputise. If the latter is also unavailable, the committee shall choose a chairperson for that meeting from the members present.
- f) If a vote is needed on any matter, a simple majority (more than 50%) of the valid votes cast is required for the decision to be adopted. Each member of the committee has one vote. Votes are conducted openly. Voting by secret ballot is prohibited.
- g) Decisions of the Governance, Audit and Compliance Committee are signed



by the committee's chairperson.

- h) Committee meetings are confidential.
- i) Minutes shall be recorded of every meeting.
- j) The committee shall review and approve the minutes, which shall be filed with the Secretary General for retention. Copies of such minutes shall be made available to the Council.
- 35.6 Committee members' individual duties
  - a) The committee members shall take part in the meetings in person. Attendance by teleconference, by videoconference or by another means of communication shall also constitute presence.
  - b) The Congress may remove any member of the Governance, Audit and Compliance Committee at any time. Recurring failure to attend committee meetings is especially regarded as a reason for relieving a member of his duties.
  - c) Committee members shall show mutual respect and protect the interests of FIFA in their work on the Governance, Audit and Compliance Committee. They shall review the agenda and any documents sent to them before the meetings. They shall take an active part in the discussions.
  - d) Committee members shall adhere to all relevant FIFA rules and regulations in their work on the Governance, Audit and Compliance Committee, in particular to the FIFA Statutes and the FIFA Code of Ethics but also to any decisions issued by FIFA applicable to them.
  - e) In particular, committee members shall always be aware of, and comply with, the provisions of art. 19 of the FIFA Code of Ethics (Conflicts of interest) and adjust their conduct as necessary (e.g. abstain from performing their duties, notify the chairperson in cases of potential conflicts of interest).
  - f) The incumbent deputy chairperson and members of the Governance, Audit and Compliance Committee shall consult with the chairperson before accepting membership on the audit committee of any other organisation or company.





35.7 Powers and responsibilities of the Governance, Audit and Compliance Committee in general

With regard to general matters, the committee's main duties are as follows:

- a) The Governance, Audit and Compliance Committee shall ensure the completeness and reliability of the financial accounting and review the financial statements, including the consolidated financial statements and the external auditors' report.
- b) The committee shall furthermore advise, assist and oversee FIFA's financial, governance and compliance matters including, in particular, the distribution and flow of development-related funds, and suggest to the appropriate FIFA bodies any action that it deems necessary as a result of such monitoring.
- c) As part of performing its duties as set out above, the Governance, Audit and Compliance Committee shall consider FIFA's current risk profile. It may request any kind of relevant information from all bodies, units, officials and other individuals within FIFA and shall be entitled to conduct or authorise risk-based reviews into any matters within the scope of its duties. Representatives of the committee may also take part, as observers, in all meetings and other activities of FIFA bodies and units at any time. These powers are subject to applicable confidentiality obligations.
- d) The Congress may delegate further duties to the Governance, Audit and Compliance Committee at any time.
- 35.8 Powers and responsibilities of the Governance, Audit and Compliance Committee with regard to operational matters

With regard to operational matters, the committee's main duties are as follows:

- a) Monitoring the internal control environment
- b) Dealing with other matters relating to the monitoring of FIFA's finances
- c) Reviewing the external auditors' reports in order to ensure that appropriate action is taken if shortcomings have been detected in internal controls or procedures
- d) Reviewing, at least annually, tax matters, including the status of income tax reserves and governmental tax audits and developments in this area
- e) Reviewing the Related-Party Declarations submitted by the members of the Council in accordance with art. 10 par. 5 of these regulations and informing the President and the Council of any issues that it identifies during such review





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<u>35.9</u> Powers and responsibilities of the Governance, Audit and Compliance Committee with regard to financial reporting matters

With regard to financial reporting matters, the committee's main duties are as follows:

- a) Ensuring the accuracy of the financial statements and other published financial information
- b) Ensuring compliance with the applicable accounting standards
- c) Working with the external auditors in order to ensure that the audits of the annual financial statements, including the consolidated financial statements, are being carried out properly
- Reviewing major issues regarding accounting policies and financial statement presentations, including any significant changes or applications of accounting principles
- e) Providing the Finance Committee and the Council with an opinion on the approval of the financial statements
- f) Monitoring and reviewing related-party transactions at least annually
- g) Reviewing the reports of the yearly independent audits that the FIFA member associations are subject to pursuant to art. 15(k) of the FIFA Statutes
- **35.10** Powers and responsibilities of the Governance, Audit and Compliance Committee with regard to governance, compliance and risk-management matters

With regard to governance, compliance and risk-management matters, the committee's main duties are as follows:

- a) Monitoring material changes to FIFA's governance-related regulations as well as the introduction of new such regulations, and proposing material changes to FIFA's other regulations as well as the introduction of new such regulations
- b) Dealing with any other issues relating to FIFA governance matters
- c) Reviewing the status of FIFA's compliance with the law and FIFA's rules and regulations relating to compliance
- d) Annually reviewing the effectiveness of FIFA's internal control system
- e) Reviewing the effectiveness of the internal audit and risk management processes
- Reviewing reports directly submitted to the Governance, Audit and Compliance Committee by the Chief Legal & Compliance Officer
- g) Reviewing FIFA employees' compliance with the law and all relevant FIFA rules and regulations
- h) Reviewing the processes and procedures relating to the Secretary General's monitoring of FIFA employees' compliance with all relevant FIFA rules





and regulations

- Reviewing FIFA's rules and regulations relating to compliance with regard to their effectiveness
- j) Reviewing and assessing the external auditors' qualifications and independence
- k) Taking note of all non-audit-related services to be provided by the external auditors and any fees for such services. The chairperson of the committee may take note of any such services in advance of the committee's regular meetings
- I) Issuing guidelines regarding compliance matters
- m) Making recommendations regarding any changes, amendments, and modifications to FIFA's rules and regulations relating to compliance
- Reviewing any major legislative and regulatory developments that may have a significant impact on FIFA
- o) Handling cases of alleged non-compliance
- p) Regularly evaluating the effectiveness of FIFA's governance, risk management and control processes based on the results of internal audits
- Regularly reviewing FIFA's risk profile, including key risks, and evaluating the effectiveness of risk-treatment plans
- r) Promoting risk management as a strategic tool in the organisation
- s) Approving the annual risk-based internal audit plan
- t) Approving the internal audit charter

In order to fulfil its duties relating to compliance matters, the committee will obtain and review information and reports submitted by the Secretary General on a regular basis or on special request.

- <u>35.11</u> Powers and responsibilities of the Governance, Audit and Compliance Committee with regard to elections
  - a) The duties of the Governance, Audit and Compliance Committee in the context of election procedures relating to the FIFA President are set out in art. 38 et seq. of these regulations.
  - b) The duties of the Governance, Audit and Compliance Committee in the context of election procedures relating to the FIFA Council are set out in art. 73 of these regulations.



- <u>35.12</u> Specific powers and responsibilities of the Human Rights and Social Responsibility Sub-Committee
  - a) Advising the FIFA Council on matters relating to human rights, safeguarding and child protection, sustainable events and the environment
  - b) Preparing regular reports for the attention of the FIFA Council as discussed by the Governance, Audit and Compliance Committee
- **35.13** Specific powers and responsibilities of the Review Committee
  - a) Conducting, in accordance with Annexe 1, the eligibility checks as required by these regulations, except for the candidates for, or holders of, positions on the Governance, Audit and Compliance Committee
  - b) Conducting the independence reviews with regard to the candidates for, or holders of, the positions requiring such independence, except for the candidates for, or holders of, positions on the Governance, Audit and Compliance Committee itself
- **35.14** Specific powers and responsibilities of the Compensation Sub-Committee
  - a) Defining Compensation Rules, which shall define the competent body and proper proceedings for determining the compensation as well as the principles and components of the compensation
  - b) Determining the compensation of the President, the vice-presidents and members of the Council, and the Secretary General
  - c) Approving the contract of the President. This contract shall be signed on behalf of FIFA by the chairperson of the Finance Committee and the Secretary General
  - d) Approving the contract of the Secretary General
  - e) Monitoring compliance with the Compensation Rules





### **Article 36: Judicial bodies**

- 36.1 The composition, powers and responsibilities as well as the proceedings of the FIFA judicial bodies (the Disciplinary Committee, the Ethics Committee and the Appeal Committee) are set forth in the FIFA Statutes, the FIFA Disciplinary Code, and the FIFA Code of Ethics.
- 36.2 Appropriate funding from FIFA shall be provided for payment of any outside counsel, experts or advisers to be engaged and for covering any ordinary administrative expenses of the judicial bodies that are necessary or appropriate in carrying out their duties. The expenses of the individual members of the judicial bodies shall be reimbursed in accordance with the applicable FIFA Expenses Regulations.
- 36.3 According to the FIFA Statutes, candidates for any positions as members of the judicial bodies shall be subject to eligibility checks in accordance with Annexe 1 of these regulations. The incumbent members of the judicial bodies shall, at least annually and prior to re-election or extension of the mandate, be subject to eligibility reviews.
- 36.4 Candidates for the offices of chairperson, deputy chairperson or member of the Disciplinary Committee, of each of the two chambers of the Ethics Committee and of the Appeal Committee shall fulfil the independence criteria defined in art. 5 of these regulations.
- 36.5 The incumbent chairpersons, deputy chairpersons and members of the Disciplinary Committee, of each of the two chambers of the Ethics Committee and of the Appeal Committee shall, at least prior to re-election or extension of the mandate, be subject to independence reviews.









### Article 37: Football Tribunal

- 37.1 The Football Tribunal shall consist of three chambers: the Dispute Resolution Chamber, the Players' Status Chamber and the Agents Chamber. The composition, powers and responsibilities as well as the proceedings of the Football Tribunal are set forth in the FIFA Statutes and the Procedural Rules Governing the Football Tribunal. The Football Tribunal is competent to pass decisions on specific football-related disputes and regulatory applications in accordance with the applicable regulations.
- 37.2 According to the FIFA Statutes, candidates for any positions as members of the Football Tribunal shall be subject to eligibility checks in accordance with Annexe 1 to these regulations. The incumbent members of the Football Tribunal shall, at least prior to re-election or extension of the mandate, be subject to eligibility reviews.





# ELECTION OF THE PRESIDENT





### A. GENERAL PROVISIONS

### **Article 38: Definitions**

Unless indicated otherwise, terms used in this section that correspond to terms included in the Definitions section of the FIFA Statutes shall be understood as described there.

### Article 39: Subject matter of this section

This section governs: - the election for the position of President; and -the special duties and competences of the Governance, Audit and Compliance Committee in this regard.

### **Article 40: Scope of application**

The provisions of this section shall apply to all bodies of FIFA, the confederations, member associations, officials and candidates involved or participating in the election for the position of President.

### **Article 41: General principles**

Any election for the position of President shall be conducted in accordance with the fundamental principles of FIFA as laid down in the FIFA Statutes and the FIFA Code of Ethics, such as democracy, separation of powers, transparency and openness.

### Article 42: Ad hoc electoral committees

In accordance with art. 8 par. 2 g) of these regulations, the Council may decide to establish ad hoc electoral committees to assume certain duties related to elections that are, in principle, assigned to the Governance, Audit and Compliance Committee. If such ad hoc electoral committees are established, the provisions of this section regarding the Governance, Audit and Compliance Committee shall apply *mutatis mutandis* to them.

### **Article 43: Calling elections**

43.1 Implementation of the call

A FIFA presidential election shall be called by the Council in accordance with the relevant provisions of the FIFA Statutes and the pertinent FIFA regulations before a Congress and shall be included in the agenda of the Congress.





### 43.2 Content of the call

The call for election shall contain, at a minimum, the following:

- a) The electoral period, which shall last from the opening of the Congress taking place before the Congress during which the election will take place, until the end of that Congress
- b) The electoral calendar, which shall respect the deadlines established in the FIFA Statutes, the Standing Orders of the Congress and the Governance Regulations
- 43.3 Announcing the call

The call shall be sent to the FIFA member associations and to the confederations. It shall also be published on the official FIFA website.

### **Article 44: Candidates**

- 44.1 Candidates within the meaning of these regulations are all individuals who are proposed by FIFA member associations as a candidate for the office of President, as from the moment that those persons are proposed in accordance with art. 27 par. 1 of the FIFA Statutes and art. 47 of these regulations.
- **44.2** In addition, candidates for the FIFA presidency are all individuals who, irrespective of whether they have already been proposed as a candidate, declare themselves to be candidates or potential candidates for the position of President. If an individual engages in campaign or similar activities that give the appearance that he is a candidate, the Governance, Audit and Compliance Committee, or if applicable the relevant ad hoc electoral committee, shall give him a deadline of ten days to formally state, in writing, his intention of becoming a candidate. If the individual responds in the affirmative, he will be subject to these regulations from the time of the relevant declaration onwards. This shall also apply for the incumbent President. Notwithstanding this, in order to be eligible for admission as a candidate, the individual concerned must still be proposed as a candidate in accordance with art. 27 par. 1 of the FIFA Statutes.





### **Article 45: Candidatures**

- **45.1** Candidatures and electoral campaigns shall be carried out by the candidates in a fair and reputable manner and, more generally, in a spirit of respect for fundamental ethical principles and FIFA regulations.
- 45.2 Candidates shall conduct all campaigns with dignity and moderation and with respect for any other candidate(s), for FIFA itself and for its member associations.
- **45.3** Candidates shall refrain from carrying out any electoral campaigning prior to the start of the electoral period. Electoral campaigning shall be understood, for the purposes of these regulations, as all activities undertaken by candidates or those working for them with the aim of canvassing votes.
- 45.4 Candidates within the meaning of art. 44 of these regulations acknowledge and submit themselves to the relevant electoral calendar.
- **45.5** Candidates who hold official positions within FIFA, the confederations, the FIFA member associations and/or any other body in association football are permitted to remain in office during the election campaign.

### Article 46: Eligibility

- **46.1** Candidates for the office of President must meet the following requirements:
  - a) The candidate shall have played an active role in association football (e.g. as a player or an official within FIFA, a confederation or an association, etc.) for two of the last five years before being proposed as a candidate and must pass an eligibility check carried out by the Review Committee (cf. art. 27 par. 1 of the FIFA Statutes).
  - b) The candidate shall have been proposed by a member association in accordance with art. 27 par. 1 of the FIFA Statutes and art. 47 of these regulations.
  - c) The candidate shall present declarations of support from at least five member associations (cf. art. 27 par. 1 of the FIFA Statutes). Being proposed as a candidate by a member association shall be understood as a declaration of support. Each member association may only present a declaration of support for one person. If a member association presents declarations of support for more than one person, all of its declarations shall become invalid.
- 46.2 Member associations must notify the FIFA general secretariat, in writing, of a candidature for the office of President within the deadline stipulated in the FIFA Statutes.



### **Article 47: Submission of candidatures**

- 47.1 Candidatures for the office of President shall be proposed by member associations by the deadline specified in art. 27 par. 1 of the FIFA Statutes, by a written proposal submission signed by the interested party and addressed to the FIFA general secretariat, including the candidate's identification details and declarations of support from at least five member associations.
- <u>47.2</u> The FIFA general secretariat shall forward all candidatures without any undue delay to the FIFA Governance, Audit and Compliance Committee, or if applicable the relevant ad hoc electoral committee, for examination and for passing a decision on admission of the candidate.

### **Article 48: Calculation of deadlines**

The deadlines and time frames contained in these regulations shall be understood to refer to calendar days.

### Article 49: Matters not provided for

Any matters not provided for in this section of these regulations shall be dealt with by the FIFA Governance, Audit and Compliance Committee, or – if applicable – by the relevant ad hoc electoral committee.



### B. PROPOSAL AND ANNOUNCEMENT OF CANDIDATURES

### Article 50: Announcement of candidatures

- 50.1 Upon receipt of the proposed candidatures, the Review Committee shall carry out the eligibility check in accordance with Annexe 1 and within the deadline specified in art. 60 of these regulations and review the candidatures.
- 50.2 Upon receipt of the results of the eligibility checks carried out by the Review Committee, the Governance, Audit and Compliance Committee, or if applicable the relevant ad hoc electoral committee shall announce all candidatures it has admitted.





### C. ELECTION FORMAT

### Article 51: Time and place of election

The President shall be elected by the Congress for a term of office of four years in the year following a FIFA World Cup<sup>M</sup> (cf. art. 33 par. 2 of the FIFA Statutes). No person may serve as President for more than three terms of office (whether consecutive or not). Previous terms served as a vice-president or as a member of the Council shall not be considered in determining the term limits of a President.

### Article 52: Secret vote

- 52.1 Elections shall be conducted by secret ballot (cf. art. 30 par. 1 of the FIFA Statutes).
- 52.2 The ballot(s) for the election of the President shall be conducted by means of ballot papers (cf. art. 10 par. 1 of the Standing Orders of the Congress).
- 52.3 Notwithstanding the above, where there is only one candidate, the Congress may decide to elect him by acclamation (cf. art. 30 par. 3 of the FIFA Statutes).

### **Article 53: Ballot papers**

- 53.1 The ballot papers shall conform to the official model established by the Governance, Audit and Compliance Committee, or – if applicable – by the relevant ad hoc electoral committee, and any vote cast using a different ballot paper shall be deemed invalid.
- 53.2 The number of ballot papers that have been distributed shall be announced by the chair of the Congress before the count (cf. art. 10 par. 2 of the Standing Orders of the Congress).
- 53.3 If the number of ballot papers returned is equal to or fewer than the number of ballot papers distributed, the election shall be declared valid. If the number returned exceeds that of the ballot papers distributed, the vote shall be declared null and void and another vote shall be taken immediately (cf. art. 10 par. 3 of the Standing Orders of the Congress).
- 53.4 The ballot papers shall contain the name(s) of the admitted candidate(s), and the voters must mark one candidate only. Ballot papers on which more than one candidate is marked or on which no candidate is marked shall be deemed invalid.





### **Article 54: Scrutineers**

At the beginning of the first session, the Congress shall appoint an adequate number of scrutineers (cf. art. 28 par. 2 (e) of the FIFA Statutes and art. 3 of the Standing Orders of the Congress). The Secretary General, assisted by the scrutineers, shall conduct the distribution and counting of the ballot papers (cf. art. 10 par. 1 of the Standing Orders of the Congress) and be responsible for ensuring that the process is properly documented.

### **Article 55: Election**

- 55.1 Each member association has one vote in the election of the President.
- 55.2 Before the voting is opened, the candidates shall each have the opportunity to present their programme to the Congress. The Governance, Audit and Compliance Committee shall determine the length of time that each candidate is allowed to speak.
- **55.3** For the election of the President, where there are two or fewer candidates, a simple majority (more than 50%) of the valid votes cast is necessary. If there are more than two candidates for the election of the President, two-thirds of the votes of the member associations present and eligible to vote are necessary in the first ballot. As from the second ballot, whoever obtains the lowest number of votes is eliminated until only two candidates are left.

### Article 56: Counting and declaring the results

- 56.1 The counting and declaring of the results shall take place in accordance with the relevant provisions of the FIFA Statutes and the Standing Orders of the Congress.
- 56.2 Any person elected as President shall state whether or not he accepts his election immediately after such election. In the affirmative, his mandate shall begin after the end of the Congress that has elected him (cf. art. 33 par. 2 of the FIFA Statutes).

### Article 57: Safe-keeping of ballot papers

The Secretary General shall put the ballot papers that have been collected and counted into envelopes intended for this purpose and seal them immediately. The general secretariat shall keep these envelopes and destroy them 100 days after the end of the Congress (cf. art. 10 par. 5 of the Standing Orders of the Congress).

### Article 58: Tied votes

In the event of a tied vote, there shall be a decisive vote with regard to the candidates having obtained an equal number of votes. The candidate with the highest number of votes in the decisive vote shall be elected.





### D. JURISDICTION OF THE ETHICS COMMITTEE AND DISCIPLINARY COMMITTEE

### Article 59: Principle

- 59.1 As from the moment that these regulations apply to a particular candidate (cf. art. 44 of these regulations), that candidate shall be subject to the FIFA Code of Ethics if he is not otherwise already bound and covered prior to that time.
- 59.2 As from the moment that these regulations apply to a particular candidate, he shall also be subject to the FIFA Statutes as well as to all other FIFA regulations if he is not otherwise already bound and covered prior to that time.
- **59.3** Any violation of these regulations shall be dealt with by the Ethics Committee or the Disciplinary Committee, in accordance with the FIFA Code of Ethics or the FIFA Disciplinary Code, as the case may be.
- 59.4 The Governance, Audit and Compliance Committee, or if applicable the relevant ad hoc electoral committee, shall be obliged to notify the competent bodies of FIFA, in writing and in a substantiated manner, of any possible infringements of the provisions of these regulations that may be committed during the course of the electoral process within 24 hours of obtaining direct knowledge of such infringements or being made aware of them by any of the candidates, member associations or confederations.





### E. ROLE OF THE GOVERNANCE, AUDIT AND COMPLIANCE COMMITTEE

# E. ROLE OF THE GOVERNANCE, AUDIT AND COMPLIANCE COMMITTEE IN THE CONTEXT OF ELECTION PROCEDURES

### Article 60: Special duties and competences of the Governance, Audit and Compliance Committee in the context of election procedures

The duties of the Governance, Audit and Compliance Committee with regard to election procedures shall include, in particular:

- a) Supervising the administrative process relating to the election for the position of President and monitoring compliance with these regulations as well as with any other guidelines as required in the performance of its duties.
- b) Ensuring the correct application of the FIFA Statutes, regulations and provisions, as well as the contents of these regulations, in matters relating to the electoral process.
- c) Issuing instructions for the application of the Governance Regulations as necessary before and during the entire electoral process.
- d) Admitting and announcing candidatures. In this regard, the Governance, Audit and Compliance Committee, or – if applicable – the relevant ad hoc electoral committee, shall assess whether a candidate meets the profile specifications provided for by art. 27 par. 1 of the FIFA Statutes as well as art. 46 of these regulations.

The duties of the Review Committee with regard to election procedures shall include, in particular, carrying out the eligibility check with regard to all candidates for the position of President within a reasonable amount of time.

### **Article 61: Appeals**

The decisions of the Governance, Audit and Compliance Committee in the context of elections











may be appealed against directly with the Court of Arbitration for Sport.

### **Article 62: Definitions**

Unless indicated otherwise, terms used in this section that correspond to terms included in the Definitions section of the FIFA Statutes shall be understood as described there.

### Article 63: Subject matter of this section

This section governs:

- the elections for the vice-presidents and members of the Council; and
- the special duties and competences of the Review Committee in this regard.

### **Article 64: Scope of application**

The provisions of this section shall apply to all bodies of FIFA, the confederations, member associations, officials and candidates involved or participating in the elections for the position of vice-president or member of the Council.

### **Article 65: General principles**

- 65.1 Each confederation president shall be a vice-president *ex officio* of the Council.
- **65.2** The additional vice-presidents and the members of the Council shall be elected by the member associations in accordance with the fundamental principles of FIFA as laid down in the FIFA Statutes and the FIFA Code of Ethics, such as democracy, separation of powers, transparency and openness, on the occasion of their respective confederation congresses.
- 65.3 No more than one representative from the same member association may serve on the Council simultaneously, unless one of the two representatives is a designated female representative, in which case a maximum of two representatives of the same member association applies.
- 65.4 A member of the Council may serve for no more than three terms of office (whether consecutive or not).

### **Article 66: Candidates**





Candidates within the meaning of this section are all individuals who are proposed by a member association as a vice-president or member of the Council.

### **Article 67: Candidatures**

- 67.1 Candidatures and electoral campaigns shall be carried out by the candidates in a fair and reputable manner and, more generally, in a spirit of respect for fundamental ethical principles and FIFA regulations.
- 67.2 Candidates shall conduct all campaigns with dignity and moderation and with respect for any other candidate(s), for FIFA itself and its member associations.

### **Article 68: Proposals**

- 68.1 Only member associations may propose candidates for the position of member of the Council. Such proposals shall be submitted to the confederation concerned.
- 68.2 Each member association is entitled to submit one proposal for a member of the Council. If a member association presents proposals for more than one individual, all of its proposals shall become invalid.
- 68.3 The members of each confederation must ensure that they elect at least one female member to the Council. In the event that no female candidate is elected by the members of a confederation for the Council, the seat reserved for a female member of such confederation will be deemed forfeited by all members of such confederation and shall remain vacant until the next election of members of the Council.
- 68.4 Upon request, the responsible body within the confederation shall inform a member association whether a person has already been proposed for the position of member of the Council.

### **Article 69: Submission of candidatures**

- 69.1 Pursuant to art. 27 par. 3 of the FIFA Statutes, candidatures for the positions of vice-president or member of the Council, including the candidate's identification details and the position he is proposed for, shall be submitted to the relevant confederation at least three months before the start of the respective confederation congress on the occasion of which the said election shall take place. The confederations shall notify the FIFA general secretariat of all candidatures submitted to them within five days of expiry of the three-month deadline.
- 69.2 The FIFA general secretariat shall forward all candidatures without any undue delay





to the Review Committee to carry out the eligibility check.

### Article 70: Eligibility criteria

- <u>70.1</u> Candidates shall be required to fulfil the eligibility check in accordance with Annexe 1 conducted by the Review Committee.
- 70.2 The Review Committee shall carry out the eligibility check within 21 days of receipt of the respective candidature from the FIFA general secretariat.
- 70.3 Based on the eligibility check carried out by the Review Committee, the Review Committee shall pass a decision on the eligibility of the candidate concerned.

### **Article 71: Election procedure**

- 71.1 Elections shall be conducted by secret ballot (cf. art. 30 par. 1 of the FIFA Statutes) or, where permitted by the applicable confederation's statutes, by acclamation.
- <u>71.2</u> The ballot(s) may be conducted by using televoters (cf. art. 10 par. 1 of the Standing Orders of the Congress).
- 71.3 Each member association shall have an equal number of votes in the election.

# Article 72: Jurisdiction of the Ethics Committee and Disciplinary Committee

- 72.1 As from the moment that this section applies to a particular candidate (cf. art. 66 of these regulations), that candidate shall be subject to the FIFA Code of Ethics, the FIFA Statutes and all other FIFA regulations if he is not otherwise already bound and covered prior to that time.
- 72.2 Any violation of this section shall be dealt with by the competent body in accordance with the FIFA Code of Ethics or the FIFA Disciplinary Code, as the case may be.
- 72.3 Any official who may become aware of any possible infringements of the provisions of this section that may be committed during the course of the electoral process shall



be obliged to notify the competent bodies thereof, in writing and in a substantiated manner, as soon as he has direct knowledge of such infringements or is made aware of them by any of the candidates, member associations or confederations.

### Article 73: Supervision of the election

The elections of the vice-presidents and members of the Council at the confederation congresses shall be monitored by persons appointed by the Governance, Audit and Compliance Committee. The persons appointed shall in particular monitor compliance with the FIFA Statutes and regulations.

### **Article 74: Appeal**

Decisions of the Review Committee in the context of elections may be appealed against directly with the Court of Arbitration for Sport.









# AUDITING

#### **Article 75: Auditors**

- 75.1 Pursuant to art. 62 of the FIFA Statutes, the FIFA auditors shall audit the accounts and financial statements approved by the Council and present a report to the Congress. The audit shall be a full audit conducted by external auditors within the meaning of art. 69b pars 1 and 3 of the Swiss Civil Code. The provisions of art. 727 et seq. of the Swiss Code of Obligations apply *mutatis mutandis*.
- 75.2 The FIFA auditors shall be appointed by the Congress for a period of three years. This mandate may be renewed. Notwithstanding this, the person who manages the audit may exercise his mandate for a total duration of seven years at the most. Such person may only accept the same mandate again after an interruption of three years.
- 75.3 The FIFA auditors shall fulfil the independence criteria set forth in art. 728 of the Swiss Code of Obligations.

#### Article 76: Auditing of FIFA's member associations

- 76.1 All FIFA member associations shall subject themselves to yearly independent audits of their financial statements. These audits shall be carried out by local, external auditors with adequate qualifications in accordance with local law or by any qualified external auditors that the Governance, Audit and Compliance Committee deems appropriate.
- 76.2 The auditors shall further undertake audit-related services on the development funds provided by FIFA on the basis of annual instructions provided by FIFA. These reports shall be submitted to the FIFA administration by each member association following the financial year under review.
- 76.3 The FIFA member associations shall supply all means of proof that FIFA and/or the auditors consider(s) necessary.
- 76.4 The Governance, Audit and Compliance Committee and/or the Chief Legal & Compliance Officer may appoint a consultant for each member association concerned, who shall be given unrestricted access to all accounts, documents, etc. that the Governance, Audit and Compliance Committee and/or the auditors deem(s) necessary.











#### **Article 77: Official languages**

These regulations are issued in English, French and Spanish. If there are any discrepancies in the interpretation of the different versions of these regulations, the English text is authoritative.

#### **Article 78: Adoption and enforcement**

These regulations, together with their annexes, which form an integral part of these regulations, were approved by the FIFA Council at its meeting on 16 December 2022 and come into force immediately after adoption.

Zurich, 16 December 2022 For FIFA

President: Gianni Infantino

Secretary General: Fatma Samoura





## ANNEXE 1 – ELIGIBILITY CHECKS



#### **Article 1: General provisions**

- 1.1 The eligibility checks with regard to candidates for, and holders of, official positions within FIFA that are subject to such checks shall be conducted by the appropriate body in accordance with the provisions of this annexe. The appropriate body may, at its sole discretion, in the context of conducting such eligibility checks, call on external specialised professional resources.
- 1.2 Candidates for, and holders of, official positions subject to eligibility checks are obliged to comply with a screening and self-disclosure process as outlined below. Prior to the screening process, every candidate for, or holder of, the official position concerned shall give his written consent to said process. If such written consent is not provided, the eligibility check shall be deemed as not passed.
- 1.3 Candidates for, and holders of, official positions subject to eligibility checks are obliged to collaborate to establish the relevant facts. In particular, they shall comply, upon reasonable notice, with requests for any documents, information or any other material of any nature held by them. In addition, they shall comply with the procurement and provision of documents, information or any other material of any nature held by them such requests may lead to sanctions imposed by the appropriate FIFA body.
- 1.4 In the context of carrying out eligibility checks, the relevant body in charge has a wide margin of appreciation in evaluating and weighing the information gathered with regard to specific individuals. Notwithstanding this, an eligibility check shall, in principle, be deemed as not passed if the individual concerned is found to have committed misconduct that has a direct material connection to the position he holds or is a candidate for.
- 1.5 Subject to the relevant provisions regarding disclosure and forwarding of the information and related data obtained in the context of eligibility checks in accordance with this annexe, all such information and all related data must be treated as strictly confidential by the body conducting the eligibility checks concerned.
- <u>1.6</u> Incomplete or false information submitted in the context of eligibility checks is subject to sanctions by the appropriate body.





#### **Article 2: General provisions**

#### 2.1 Identification check

At the beginning of the screening process, every individual subject to eligibility checks shall undergo an identification check ("ID check"). In this context, he must submit a copy of his current valid passport to the body in charge of performing the eligibility

check. The ID check shall include verification/identification of the following:

- a) Name
- b) Address (place of residence)
- c) Country of residence
- d) Date and place of birth
- e) Nationality/nationalities
- 2.2 Self-disclosure

Every individual subject to an eligibility check shall be subject to a self-disclosure process, including completing the attached eligibility questionnaire (cf. art. 3 below).

2.3 Additional information

The body in charge of performing the eligibility check may conduct independent research and/or investigations in order to obtain further relevant information on a particular individual, which may include information on intermediaries and related parties, mandates, potential conflicts of interest and significant participations as well as civil and criminal proceedings/investigations.

First name(s):	
Surname(s):	
Date of birth:	
Member association:	
Nationality/nationalities:	
Profession:	

#### Article 3: Eligibility questionnaire





3.1 Have you been previously convicted by a final decision of any intentional indictable offence or of any offence corresponding to a violation of the rules of conduct set out in part II section 5 of the FIFA Code of Ethics?

No		Yes
No		Yes

If yes, please specify:



3.2 Has a sports governing body ever imposed any disciplinary or similar sanction or measure on you in the past for actions which amount to a violation of the rules of conduct set out in part II section 5 of the FIFA Code of Ethics?

NoYes	
-------	--

If yes, please specify:

<u>3.3</u> Are you the subject of any pending civil, criminal or disciplinary proceedings or investigations?



If yes, please specify:





- 3.4 I am fully aware that I am subject to the provisions of the FIFA Code of Ethics and to the provisions of the Statutes and other regulations of FIFA that address integrity issues, and I fully comply with such provisions. In this respect, I have in particular taken due note of the fact that the FIFA Code of Ethics also applies to conduct which occurred before it entered into force (cf. art. 3 of the FIFA Code of Ethics).
- 3.5 I currently hold the following positions in football:

<u>3.6</u> The following facts and circumstances may give rise to potential conflicts of interest regarding me (cf. in particular art. 19 of the FIFA Code of Ethics and the FIFA Governance Regulations in this respect):

- 3.7 Remarks and observations which may be of potential relevance in this context:
- <u>3.8</u> I am fully aware and agree that this questionnaire is made available to the members of the appropriate FIFA bodies.
- 3.9 I am fully aware and confirm that I must notify the body conducting the eligibility check of any relevant facts and circumstances arising after the eligibility check has been completed, and that failure to do so may be subject to sanctions by the appropriate body.
- 3.10 I am fully aware and confirm that I am obliged to collaborate to establish the relevant facts with regard to the eligibility check I am subject to. In particular, I will comply with requests for any documents, information or any other material of any nature held by me. In addition, I will comply with the procurement and provision of documents, information or any other material of any nature held by me. In addition, I will comply with the procurement and provision of documents, information or any other material of any nature not held by me but which I am entitled to obtain. I am fully aware and confirm that non-compliance with such requests may lead to sanctions imposed by the appropriate body.





- 3.11 I am fully aware and confirm that the body conducting the eligibility check may also request information on possible sanctions (questions 1 and 2 above) directly from the relevant confederation or FIFA member association as well as from other institutions such as the Court of Arbitration for Sport or the International Olympic Committee. In this regard, I hereby release the relevant institutions from any obligation of confidentiality relating to the information concerned.
- 3.12 I am fully aware and confirm that the body conducting the eligibility check may collect further information on me in accordance with art. 2 par. 3 of Annexe 1 to the FIFA Governance Regulations.

(Place and date) (Signature)





## ANNEXE 2 – RELATED-PARTY DECLARATION



# ANNEXE 2 - RELATED-PARTY DECLARATION

. . . .

#### **Article 1: Objectives**

- **1.1** The objectives of the provisions of this annexe are:
  - a) to ensure that FIFA's financial statements contain, with regard to the members of the Council, the disclosures necessary to draw attention to the possibility that its financial position and profit or loss may have been affected by transactions and outstanding balances, including commitments, with Council members; and
  - b) to ensure appropriate transparency with regard to the business and other relevant relations of Council members that may affect the members' conduct and activities in the context of the Council.

#### **Article 2: Obligation**

- 2.1 Pursuant to art. 10 par. 5 of these regulations, the members of the Council shall complete and submit the Related-Party Declaration, using the form provided in art. 4 of this annexe, on an annual basis.
- 2.2 The Council members shall submit such a declaration for each calendar year. They shall do so by 15 January of the following year at the latest.
- 2.3 The Related-Party Declarations are to be submitted in two copies: one to the President and one to the Governance, Audit and Compliance Committee. The President shall also submit two copies of the Related-Party Declaration, one to the Secretary General and one to the Governance, Audit and Compliance Committee.



#### **Article 3: Definitions and explanations**

#### 3.1 Related-party transactions

Under the heading of "Related-party transactions", Council members shall disclose all transactions carried out or agreed upon between themselves, a close member of their family or a company or other entity significantly influenced by them on the one hand, and FIFA or a FIFA subsidiary on the other.

The term "transactions" covers any transfer of resources, services or obligations. It includes purchases and sales of goods, services, property or other assets, lease agreements, transfers of research and development, transfers under licence agreements, and financing activities such as loans, and settlement of liabilities. This enumeration is merely exemplary and thus not exhaustive.

#### 3.2 Business and other relevant relations

Under the heading of "Business and other relevant relations", Council members shall disclose any and all involvements in, and relations to, individuals and entities (e.g. companies) that might be relevant with regard to the objectivity of their activities as Council members. Relations that might be relevant under art. 19 of the FIFA Code of Ethics (Conflicts of interest) are of particular interest.

Such relations include board positions in, or business relations with, companies active in the field of production and/or selling of sports equipment, sports marketing, purchasing and selling of media rights, or sports betting; involvement (e.g. in the form of holding official positions) in confederations, FIFA member associations and/or affiliated entities; involvement in, or business relations with, FIFA subsidiaries. This enumeration is merely exemplary and thus not exhaustive.

#### **Article 4: Related-Party Declaration form**

4.1 Related-Party Declaration for members of the Council for the year:

Surname(s):

First name(s):

Member of the Council since:





#### Part 1 – Related-party transactions

### As a member of the Council, I hereby declare, for myself, the following **related-party transactions** within the meaning of art. 3 par. 1 of Annexe 2 to the FIFA Governance Regulations:

Note: Please specify for each transaction carried out or agreed upon between yourself, a close member of your family or a company or other entity significantly influenced by yourself or a close member of your family on the one hand, and FIFA or a FIFA subsidiary on the other:

- a) The relevant date or period of time
- b) The exact counterpart on behalf of FIFA or the FIFA subsidiary concerned
- c) The nature and contents of the transaction

#### Part 2 - Business and other relevant relations

As a member of the Council, I hereby declare, for myself, the following **business and other** relevant relations within the meaning of art. 3 par. 2 of Annexe 2 to the FIFA Governance Regulations:

Note: Please specify for each relation:

I. The relevant commencement date or period of time

II. The nature and contents of the relation

\_\_\_\_\_

(Place and date) (Signature)

. . . .





# FIFA

FIFA

# **FIFA Disciplinary Code** Edition 2023

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# GENERAL PROVISIONS

#### 1. Object

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

#### 2. Scope of application: substantive law

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

#### 3. Scope of personal application

The following are subject to this Code:

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

#### 4. Scope of temporal application

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



#### 5. Applicable law

The FIFA judicial bodies base their decisions:

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

#### 6. Disciplinary measures

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



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

#### 7. Directives

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

#### 8. Responsibility

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

#### 9. Decisions of the referee

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





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

#### 10. Limitation period for prosecution

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

#### **11. Duty to report**

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





#### 12. Duty to collaborate

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







# OFFENCES

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

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

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

#### CHAPTER 2. DISORDERLINESS AT MATCHES AND COMPETITIONS

#### 14. Misconduct of players and officials

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



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





#### **15. Discrimination**

- Any person who offends the dignity or integrity of a country, a person or group of people through contemptuous, discriminatory or derogatory words or actions on account of race, skin colour, ethnicity, nationality, social origin, gender, disability, sexual orientation, language, religion, political or any other opinion, wealth, birth or any other status or any other reason shall be sanctioned with a suspension lasting at least ten matches or a specific period, or any other appropriate disciplinary measure.
- 2. If one or more of an association's or club's supporters engage in the behaviour described in paragraph 1, the association or club responsible will be subject to the following disciplinary measures:
  - a) For a first offence, playing a match with a limited number of spectators and a fine of at least CHF 20,000 shall be imposed on the association or club concerned;
  - b) For recidivists or if the circumstances of the case require it, disciplinary measures such as the implementation of a prevention plan, a fine, a points deduction, playing one or more matches without spectators, a ban on playing in a particular stadium, the forfeiting of a match, expulsion from a competition or relegation to a lower division may be imposed on the association or club concerned.
- 3. The competent judicial body may deviate from the above minimum sanctions if the association and/or club concerned commits to developing, in conjunction with FIFA, a comprehensive plan to ensure action against discrimination and to prevent repeated incidents. The plan shall be approved by FIFA and shall include, at least, the following three focus areas:
  - a) Educational activities (including a communication campaign aimed at supporters and the general public). The effectiveness of the campaign will be reviewed regularly.
  - b) Stadium security and dialogue measures (including a policy on how offenders will be identified and dealt with through football sanctions, a policy on escalation to state (criminal) legal authorities, and a dialogue with supporters and influencers on how to create change).
  - c) Partnerships (including working with supporters, NGOs, experts and stakeholders to advise on and support the action plan and ensure effective and ongoing implementation).



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

#### 16. Unplayed matches and abandonment

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

#### 17. Order and security at matches

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



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

#### **18. Protests**

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



#### **19. Fielding ineligible player**

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

#### 20. Manipulation of football matches and competitions

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



#### **CHAPTER 3. OTHER PROVISIONS**

#### 21. Failure to respect decisions

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



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

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

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



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

#### 22. Forgery and falsification

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

#### 23. Specific proceedings

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



#### CHAPTER 4. IMPLEMENTATION OF DISCIPLINARY MEASURES

#### 24. Enforcement of sanctions

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

#### 25. Determining the disciplinary measure

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

#### 26. Recidivism

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





#### 27. Suspension of implementation of disciplinary measures

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

#### 28. Forfeit

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

#### 29. Matches to be played without spectators

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

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



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



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# ORGANISATION AND COMPETENCE

#### **CHAPTER 1. GENERAL PROVISIONS**

#### 30. General rule

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





#### 31. Composition of the FIFA judicial bodies

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

#### 32. Independence and impartiality

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

#### 33. Meetings

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



#### 34. Confidentiality

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

#### 35. Secretariat

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



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

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

#### **36. Integrity experts**

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

#### **37. Exemption from liability**

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

#### 38. Time limits

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



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

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

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

#### 40. Match officials' reports

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

#### 41. Burden of proof

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

#### 42. Witnesses

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



#### 43. Anonymous participants in proceedings

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

#### 44. Identification of anonymous participants in proceedings

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



#### 45. Representation and assistance

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

#### 46. Legal aid

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

#### 47. Language used in proceedings

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





#### 48. Communication with the parties

- 1. All of the parties shall be notified of the decision.
- 2. Communications from the secretariat shall be sent to the email address specifically provided to the secretariat by the party concerned and/or via registered letter. Emails and registered letters are valid and binding means of communication and will be deemed sufficient to establish time limits and their observance.
- 3. The parties and associations must ensure that their contact details (including their address, telephone number and email address) are valid and kept up to date at all times.
- <u>4</u>. Decisions and other documents intended for players, clubs and officials are addressed to the association concerned on condition that it forwards the documents to the parties concerned. In the event that the association acts on behalf of the party concerned, these documents are considered to have been communicated properly to the ultimate addressee on the day after the notification to the respective association. In the event that the email address of the party concerned, these documents are considered to have been sent to the association concerned, these documents have been sent to the association concerned, these documents are considered to have been communicated properly to the ultimate addressee four days after the notification of the document to the respective association. Failure by the association to comply with the aforementioned instruction may result in disciplinary proceedings in accordance with this Code.

#### 49. Costs and expenses

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





#### 50. Effects of decisions

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

#### **51. Provisional measures**

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

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

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





#### **CHAPTER 2. DECISION-MAKING PROCESS**

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

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



#### 54. Decisions

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



#### **CHAPTER 3. DISCIPLINARY COMMITTEE**

#### 55. Commencement of proceedings

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

#### 56. Jurisdiction

- 1. The Disciplinary Committee is competent to sanction any breach of FIFA regulations which does not come under the jurisdiction of another body.
- 2. The Disciplinary Committee is, in particular, responsible for:
  - a) sanctioning serious infringements which have escaped the match officials' attention;
  - b) rectifying obvious errors in the referee's disciplinary decisions;



- c) extending the duration of a match suspension incurred automatically by a sending-off;
- d) pronouncing additional sanctions.
- <u>3.</u> If deemed appropriate, the chairperson or their deputy may refer a case, regardless of the matter involved, directly to the Appeal Committee for consideration and decision.

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

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

#### 58. Proposal by the secretariat

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





#### **59. Closure of proceedings**

Proceedings may be closed when:

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

#### **CHAPTER 4. APPEAL COMMITTEE**

#### **60. Jurisdiction**

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





#### 61. Admissibility of appeals

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

#### 62. Standing to appeal

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

#### **63. Deliberations and decisions**

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

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#### 64. Jurisdiction of the chairperson ruling alone

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

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

#### 65. Effects of appeal

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





# SPECIAL PROCEDURES

#### 66. Expulsion and match suspension

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





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

#### **67. Carrying over cautions**

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

#### **68. Cancellation of cautions**

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





#### 69. Carrying over match suspensions

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



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

#### 70. Extending sanctions to have worldwide effect

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





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

#### 71. Review

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



# **FINAL PROVISIONS**



#### 72. Official languages

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

#### 73. Gender and number

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

#### 74. Specific disciplinary rules

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

#### 75. Associations' disciplinary codes

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

#### 76. Adoption and enforcement

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

Doha, 16 December 2022

For the FIFA Council:

President: Gianni Infantino Secretary General: Fatma Samoura







#### **ANNEXE 1 – List of disciplinary measures**

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

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

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

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

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

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

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



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

#### A. Host clubs and associations responsibilities

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

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

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





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

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

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

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



#### IV. Other match-related issues

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

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

	competition marks	warning	CTIT 2,000	by 50%		
	Others					
	Offence	Sanction first offence	Sanction second offence	Sanction further offence		
	Late kick-off	Warning	CHF 10,000	Previous fine increased by 100%		

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

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

<sup>6</sup> The below amounts should be reduced to 20% for youth tournaments, futsal tournaments and beach soccer tournaments.
<sup>7</sup> The below amounts should be reduced to 20% for youth tournaments, futsal tournaments and beach soccer tournaments.





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#### DEFINITIONS

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

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





- 7. **FIFA events:** any event, including but not limited to FIFA Congress, Council or committee meetings, FIFA competitions, as well as any other event that is within FIFA's authority or organised by FIFA.
- 8. **Ethics Committee:** references to the Ethics Committee in this Code shall include the investigatory and/or adjudicatory chamber.
- NB: Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

The definitions section in the FIFA Statutes shall also apply.





# SCOPE OF APPLICATION

#### 1. Scope of applicability

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

#### 2. Persons covered

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

#### 3. Applicability in time

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

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

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





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

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







# SUBSTANTIVE LAW

#### **SECTION 1: BASIS FOR SANCTIONS**

#### 6. Basis for sanctions

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

#### **SECTION 2: DISCIPLINARY MEASURES**

#### 7. Type of sanctions

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

#### 8. Suspension of sanctions

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



#### **SECTION 3: DETERMINING THE SANCTION**

#### 9. General rules

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

#### **10. Concurrent breaches**

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

#### **11. Repeated breaches**

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





#### 12. Recidivism

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

#### **SECTION 4: LIMITATION PERIOD**

#### 13. Limitation period for prosecution

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

#### **SECTION 5: RULES OF CONDUCT**

#### **Subsection 1: Duties**

#### 14. General duties

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



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

#### 15. Duty of neutrality

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

#### 16. Duty of loyalty

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

#### 17. Duty of confidentiality

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



#### 18. Duty to report

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

#### 19. Duty to cooperate

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





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

#### 20. Conflicts of interest

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

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

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

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

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

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



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

#### 22. Commission

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

#### 23. Discrimination and defamation

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



#### 24. Protection of physical and mental integrity

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

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

#### 25. Forgery and falsification

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





activity for a minimum of two years.

#### 26. Abuse of position

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

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

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

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

#### 28. Bribery and corruption

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



within their discretion.

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

#### 29. Misappropriation and misuse of funds

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

#### 30. Manipulation of football matches or competitions

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





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# ORGANISATION AND PROCEDURE

#### **CHAPTER I: ORGANISATION**

#### **SECTION 1: COMPETENCE OF THE ETHICS COMMITTEE**

#### **31. Competence of the Ethics Committee**

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

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

## 32. Composition of the investigatory and adjudicatory chambers

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

#### 33. Deputising

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

#### 34. Secretariats

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



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

#### 35. Independence

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

#### 36. Withdrawal and challenges

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





- c) if the member has the same nationality as the party implicated;
- d) if the member has already dealt with the case in a different function other than their function as a member of the Ethics Committee.
- <u>3.</u> Members who decline to participate shall notify the chairperson immediately.
- 4. An objection against a member of the Ethics Committee believed not to be independent or impartial must be submitted within five days following the identification of the grounds for non-participation, failing which, such objection shall be deemed waived.

The claim must cite the grounds and, if possible, be substantiated.

5. The chairperson of the relevant chamber shall decide whether any such claim is valid if the member in question has not declined to participate of their own accord. If the objection is against the chairperson, the chairperson or the deputy chairperson of the FIFA Appeal Committee shall decide.

#### **37. Confidentiality**

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



#### **CHAPTER II: PROCEDURE**

#### **SECTION 1: PROCEDURAL RULES**

#### **Subsection 1: General rules**

#### **38. Parties**

Only the accused are deemed to be parties.

#### **39. Representation**

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

#### 40. Legal aid

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





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

#### 41. Failure to cooperate

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

#### 42. Languages used in proceedings

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

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

- <u>1.</u> Decisions and other documents shall be communicated and notified by email, and may be followed by registered letter.
- 2. All of the parties shall be notified of the decisions.
- 3. Decisions and other documents intended for persons bound by this Code may be addressed to the person directly and/or to the association concerned on condition that it forwards the documents to the intended recipient. In the event that the documents were not also or solely sent to the party concerned, these documents shall be considered to have





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

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

#### 44. Effect of decisions

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

#### **Subsection 2: Proof**

#### 45. Various types of proof

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





#### 46. Anonymous participants in proceedings

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

#### 47. Identification of anonymous participants in proceedings

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





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

#### 49. Evaluation of proof

The Ethics Committee shall have absolute discretion regarding proof.

#### 50. Standard of proof

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

#### 51. Burden of proof

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

#### **Subsection 3: Time limits**

#### 52. Beginning and end of time limit

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



#### 53. Compliance

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

#### 54. Extension

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

#### Subsection 4: Suspension of proceedings

#### 55. Suspension or continuation of proceedings

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

#### **Subsection 5: Procedural costs**

#### 56. Procedural costs

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





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

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

#### 58. Procedural costs if sanctions are imposed

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

#### 59. Procedural compensation

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

#### **SECTION 2: INVESTIGATION PROCEEDINGS**

#### **Subsection 1: Preliminary proceedings**

#### 60. Right to submit complaints

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





#### **61. Preliminary investigations**

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

#### 62. Opening of investigation proceedings

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

# Subsection 2: Initiation and conduct of investigation proceedings

#### 63. Initiation of investigation

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

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

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





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

#### 65. Conduct of proceedings

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

#### 66. Competences of the chief of the investigation

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





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

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

#### 67. Conclusion of investigation proceedings

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

#### 68. Final report

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





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

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

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





#### **SECTION 3: ADJUDICATORY PROCEEDINGS**

#### Subsection 1: Initiation and conduct of proceedings

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

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

#### 71. Adjudicatory proceedings

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





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

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

#### 73. Right to be heard

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

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

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

#### Subsection 2: Composition, hearings

#### 75. Composition of the panel

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

#### 76. Hearings, principles

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



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

#### 77. Hearings, procedure

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





#### **Subsection 3: Deliberations, decisions**

#### 78. Deliberations

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

#### 79. Taking the decision

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

#### 80. Grounds of decision

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

#### 81. Form and content of the decision

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

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

#### 82. Enforcement of decisions

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

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

#### 83. Appeal Committee

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

#### 84. Court of Arbitration for Sport

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

#### 85. Review

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



ORGANISATION AND PROCEDURE

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

#### **SECTION 5: PROVISIONAL SANCTIONS**

#### 86. Provisional sanction

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







# FINAL PROVISIONS

#### 87. Exemption from liability

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

#### 88. Official languages

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

#### 89. Adoption and enforcement

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

Doha, 16 December 2022

For the FIFA Council

President Gianni Infantino Secretary General Fatma Samoura





# FIFA ANTI-DOPING REGULATIONS

2021 edition



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International federations such as FIFA and the IOC have played a pioneering role in the fight against doping in sport. FIFA introduced regular Doping Controls in 1966 to ensure that the results of the Matches in its International Competitions are a fair reflection of the strength of the contenders.

The fundamental aims of Doping Control are threefold. They are to:

- a) safeguard the physical health and mental integrity of players;
- b) uphold and preserve the ethics of sport;
- c) ensure that all competitors have an equal chance.

FIFA and its Medical Committee acknowledge their responsibility in the fight against doping through stringent anti-doping provisions, ongoing data collection and support for the research promoted by experts.

The FIFA Medical Committee has overall responsibility for implementing Doping Control at all FIFA Competitions and Out-of-Competition as well as for approving applications for therapeutic use exemptions (TUEs). It delegates the management and administration of doping tests to the FIFA Anti-Doping Unit, which coordinates the FIFA Doping Control Officers. It delegates the evaluation and the approval of TUEs to the FIFA TUE Advisory Group. FIFA follows a strategy of basing any decisions and regulations on the specifics of the game, scientific evidence and analysis of validated doping statistics.

Any aspect of Doping Control or anti-doping Education may also be delegated by FIFA to a Delegated Third Party. However, FIFA shall require the Delegated Third Party to perform such aspects in compliance with the Code, WADA's International Standards, and these Regulations. FIFA and its Medical Committee shall always remain fully responsible for ensuring that any delegated aspects are performed in compliance with the Code.

FIFA has accepted the World Anti-Doping Code 2021 and implemented the applicable provisions of this Code and the International Standards in these Regulations. Thus, in the event of questions, the comments annotating various provisions of the World Anti-Doping Code 2021 and the International Standards shall be used to construe these Regulations where applicable. The Code and the International Standards shall be considered integral parts of these Regulations and shall prevail in the event of any conflict.



#### **PRELIMINARY TITLE**

- 1. ADAMS: the Anti-Doping Administration and Management System is a web-based database management tool for data entry, storage, sharing, and reporting designed to assist stakeholders and WADA in their anti-doping operations in conjunction with data protection legislation.
- 2. Administration: providing, supplying, supervising, facilitating, or otherwise participating in the Use or Attempted Use by another Person of a Prohibited Substance or Prohibited Method. However, this definition shall not include the actions of bona fide medical personnel involving a Prohibited Substance or Prohibited Method used for genuine and legal therapeutic purposes or other acceptable justification and shall not include actions involving Prohibited Substances which are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate that such Prohibited Substances are not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance.
- **3.** Adverse Analytical Finding: a report from a WADA-accredited laboratory or other WADA-approved laboratory that, consistent with the International Standard for Laboratories establishes in a Sample the presence of a Prohibited Substance or its Metabolites or Markers or evidence of the Use of a Prohibited Method.
- **4.** Adverse Passport Finding: a report identified as an Adverse Passport Finding as described in the applicable International Standards.
- 5. Aggravating Circumstances: circumstances involving, or actions by, a Player or other Person which may justify the imposition of a period of Ineligibility greater than the standard sanction. Such circumstances and actions shall include, but not be limited to: the Player or other Person Using or Possessing multiple Prohibited Substances or Prohibited Methods, Using or Possessing a Prohibited Substance or Prohibited Method on multiple occasions or committing multiple other antidoping rule violations; a normal individual would be likely to enjoy the performance-enhancing effects of the anti-doping rule violation(s) beyond the otherwise applicable period of Ineligibility; the Player or other Person engaging in deceptive or obstructing conduct to avoid the detection or adjudication of an anti-doping rule violation; or the Player or other Person engaging in Tampering during the Results Management or hearing process. For the avoidance of doubt, the



examples of circumstances and conduct described herein are not exclusive and other similar circumstances or conduct may also justify the imposition of a longer period of Ineligibility.

- 6. Anti-Doping Activities: anti-doping Education and information, test distribution planning, maintaining a Registered Testing Pool, managing Athlete Biological Passports, conducting Testing, organising the analysis of Samples, gathering intelligence and conducting investigations, processing of TUE applications, Results Management, hearings, monitoring and enforcing compliance with any Consequences imposed, and all other activities related to anti-doping to be carried out by or on behalf of an Anti-Doping Organisation, as set out in the Code and/or the International Standards.
- 7. Anti-Doping Organisation: WADA or a Signatory that is responsible for adopting rules for initiating, implementing or enforcing any part of the Doping Control process. This includes, for example, the International Olympic Committee, the International Paralympic Committee, other Major Event Organisations that conduct Testing at their events, international federations and NADOs.
- **8. Association:** a football Association recognised by FIFA. It is a member of FIFA unless a different meaning is evident from the context.
- **9.** Athlete Biological Passport: the programme and methods of gathering and collating data as described in the International Standard for Testing and Investigations and the International Standard for Laboratories
- **10. Attempt:** purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of an anti-doping rule violation. However, there shall be no anti-doping rule violation based solely on an Attempt to commit a violation if the Person renounces the Attempt prior to it being discovered by a third party not involved in the Attempt.
- **11. Atypical Finding:** a report from a WADA-accredited laboratory or other WADA-approved laboratory which requires further investigation as provided by the International Standard for Laboratories or related Technical Documents prior to the determination of an Adverse Analytical Finding.



- **12. Atypical Passport Finding:** a report described as an Atypical Passport Finding as described in the applicable International Standards.
- **13. CAS:** the Court of Arbitration for Sport, Lausanne, Switzerland.
- **14. Chain of Custody:** the sequence of individuals or organisations who have responsibility for the custody of a Sample from the provision of the Sample until the Sample has been delivered to the laboratory for analysis.
- **15. Chaperone:** an official who is suitably trained and authorised by FIFA to carry out specific duties including one or more of the following (at FIFA's discretion): notification of the Player selected for Sample collection; accompanying and observing the Player until arrival at the Doping Control room; accompanying and/or observing the Players who are present in the Doping Control room and/or witnessing and verifying the provision of the Sample where the training specifically qualifies them to do so.
- **16.** Code: the World Anti-Doping Code.
- **17. Competition:** a series of football Matches conducted together under one ruling body (e.g. the Olympic Games, FIFA World Cup™).
   "Competition" in the official FIFA terminology corresponds to "event" in the World Anti-Doping Code.
- 18. Competition Period: the time between the beginning and end of a Competition, as established by the ruling body of the Competition. "Competition Period" in the official FIFA terminology corresponds to "event period" in the World Anti-Doping Code.
- **19. Competition Venues:** venues designated by the ruling body for the Competition, including, but not limited to, stadiums, team hotels, hospitals and training sites. "Competition Venues" in the official FIFA terminology corresponds to "event venues" in the World Anti-Doping Code.
- **20. Confederation:** a group of Associations recognised by FIFA that belong to the same continent (or assimilable geographic region).



- 21. Consequences of Anti-Doping Rule Violations ("Consequences"): a Player's or other Person's violation of an anti-doping rule may result in one or more of the following: (a) Disgualification, meaning the Player's results in a particular Competition are invalidated, with all the resulting Consequences including the forfeiture of any medals, points and prizes; (b) Ineligibility, meaning the Player or other Person is barred on account of an anti-doping rule violation for a specified period of time from participating in any Competition or other activity or funding as provided in art. 20 (Ineligibility for presence, Use or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method); (c) Provisional Suspension, meaning the Player or other Person is barred temporarily from participating in any Competition or activity prior to the final decision at a hearing conducted under art. 64 (Right to a fair hearing); (d) Financial Consequences, meaning a financial sanction imposed for an anti-doping rule violation or to recover costs associated with an anti-doping rule violation; and (e) Public Disclosure, meaning the dissemination or distribution of information to the general public or Persons beyond those Persons entitled to earlier notification in accordance with art. 71 (Public Disclosure). Teams may also be subject to Consequences as provided in art. 33 (Sanction on the club or Association).
- **22. Contaminated Product:** a product that contains a Prohibited Substance that is not disclosed on the product label or in information available in a reasonable internet search.
- **23. Decision Limit:** the value of the result for a threshold substance in a Sample, above which an Adverse Analytical Finding shall be reported, as defined in the International Standard for Laboratories.
- 24. Delegated Third Party: any Person to which FIFA delegates any aspect of Doping Control or anti-doping Education programmes including, but not limited to, third parties or other Anti-Doping Organisations that conduct Sample collection or other Doping Control services or anti-doping educational programmes for FIFA, or individuals serving as independent contractors who perform Doping Control services for FIFA (e.g. non-employee Doping Control Officers or Chaperones). This definition does not include CAS.
- **25. Disqualification:** see "Consequences of Anti-Doping Rule Violations" above.



- **26. Doping Control:** all steps and processes from test distribution planning through to ultimate disposition of any appeal and the enforcement of Consequences, including all steps and processes in between, including but not limited to, Testing, investigations whereabouts, TUEs, Sample collection and handling, laboratory analysis, Results Management, hearings and appeals, and investigations or proceedings relating to violations of art. 30 (Status during Ineligibility or Provisional Suspension).
- **27. Education:** the process of instilling values and developing behaviour that foster and protect the spirit of sport, and to prevent intentional and unintentional doping.
- 28. Fault: Fault is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing a Player's or other Person's degree of Fault include, for example, the Player's or other Person's experience, whether the Player or other Person is a Protected Person, special considerations such as impairment, the degree of risk that should have been perceived by the Player and the level of care and investigation exercised by the Player in relation to what should have been the perceived level of risk. In assessing the Player's or other Person's degree of Fault, the circumstances considered must be specific and relevant to explain the Player's or other Person's departure from the expected standard of behaviour. Thus, for example, the fact that a Player would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Player only has a short time left in his career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under art. 23 par. 1 or 2 (Reduction of the period of Ineligibility based on No Significant Fault or Negligence).
- **29. FIFA Anti-Doping Unit:** the functional body to which the FIFA Medical Committee delegates the management and administration of Doping Control.
- **30. FIFA Disciplinary Committee:** a FIFA judicial body, embodied in the FIFA Statutes, that is authorised to sanction any breach of FIFA Regulations which does not come under the jurisdiction of another body.
- **31. FIFA Doping Control Officer:** a natural Person who carries out Sample collections for FIFA. The FIFA Doping Control Officer must be a



doctor. If national legislation allows professionals other than doctors to collect Samples of bodily fluids (with all consequences including medical confidentiality according to medical ethics and the Hippocratic Oath), an exception may be made by the FIFA Anti-Doping Unit.

- **32. FIFA Regulations:** the Statutes, regulations, guidelines, directives and circulars of FIFA and the Beach Soccer and Futsal Laws of the Game issued by FIFA as well as the Laws of the Game issued by The International Football Association Board.
- **33. Financial Consequences:** see "Consequences of Anti-Doping Rule Violations" above.
- **34. In-Competition:** the period commencing at 23:59 on the day before a Match in which the Player is scheduled to participate through to the end of said Match and including the Sample collection process relating to said Match.
- **35. Independent Observer Programme:** a team of observers and/or auditors, under the supervision of WADA, who observe and provide guidance on the Doping Control process prior to or during certain Competitions and report on their observations as part of WADA's compliance monitoring programme.
- **36. Independent Witness:** a person invited by FIFA, the laboratory or WADA to witness parts of the analytical testing process. The Independent Witness shall be independent of the Player and his representative(s), the laboratory, FIFA, the Confederations, Member Associations or WADA, as applicable. The Independent Witness may be compensated for his service.
- **37. Ineligibility:** see "Consequences of Anti-Doping Rule Violations" above.
- **38. Institutional Independence:** hearing panels on appeal shall be fully independent institutionally of the Anti-Doping Organisation responsible for Results Management. They must not, therefore, in any way be administered by, connected or subject to the Anti-Doping Organisation which is responsible for Results Management.
- **39. International Competition:** a Competition where the International Olympic Committee, the International Paralympic Committee, an



international federation, a Major Event Organisation, or another international sports organisation is the ruling body for the Competition or appoints the technical officials for the Competition ("International Competition" in the official FIFA terminology corresponds to "international event" in the World Anti-Doping Code).

- **40. International-Level Player:** a Player designated by FIFA or a Confederation as being within FIFA's or the Confederation's Registered Testing Pool and/or a Player who participates regularly in International Competitions (as defined in these Regulations) and/or Competitions under the jurisdiction of a Confederation.
- **41. International Standard:** a standard adopted by WADA in support of the Code. Compliance with an International Standard (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the International Standard were performed properly. International Standards shall include any Technical Documents issued pursuant to the International Standard.
- **42. Major Event Organisations:** the continental associations of National Olympic Committees and other international multi-sport organisations that function as the ruling body for any continental, regional or other International Competition.
- **43. Marker:** a compound, group of compounds or biological variable(s) that indicates the Use of a Prohibited Substance or Prohibited Method.
- **44. Match:** a single football Match. "Match" in the official FIFA terminology corresponds to "Competition" in the World Anti-Doping Code.
- **45. Match Officials:** the referee, assistant referees, fourth official, Match Commissioner, referee inspector, the Person in charge of safety, and any other Persons appointed by FIFA to assume responsibility in connection with a Match.
- **46. Medical Committee:** the FIFA standing committee, embodied in the FIFA Statutes, that deals with all medical aspects of football, including any doping-related matters.



- **47. Member Association:** an Association that has been admitted into membership of FIFA by the FIFA Congress.
- 48. Metabolite: any substance produced by a biotransformation process.
- **49. Minimum Reporting Level:** the estimated concentration of a Prohibited Substance or its Metabolite(s) or Marker(s) in a Sample below which WADA-accredited laboratories should not report that Sample as an Adverse Analytical Finding.
- 50. Minor: a natural Person who has not reached the age of 18 years.
- **51. National Anti-Doping Organisation (NADO):** the entity(ies) designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of Samples, the management of test results, and the conduct of hearings at national level. If this designation has not been made by the competent public authority(ies), the entity shall be the country's National Olympic Committee or its designee.
- **52. National Competition:** a sports Competition that may involve National- or International-Level Players and that is not an International Competition.
- **53. National-Level Player:** a Player who competes in sport at national level, as defined by each NADO, consistent with the International Standard for Testing and Investigations.
- **54. National Olympic Committee:** the organisation recognised by the International Olympic Committee. The term National Olympic Committee shall also include the national sport confederation in those countries where the national sport confederation assumes typical National Olympic Committee responsibilities in the anti-doping area.
- **55.** No Fault or Negligence: the Player or other Person's establishing that he or she did not know or suspect, and could not reasonably have known or suspected even with the exercise of utmost caution, that he or she had Used or been administered the Prohibited Substance or Prohibited Method or otherwise violated an anti-doping rule. Except in the case of a Protected Person or Recreational Player, for any violation of art. 6 (Presence of a Prohibited Substance or its Metabolites or



Markers in a Player's Sample), the Player must also establish how the Prohibited Substance entered the Player's system.

- **56.** No Significant Fault or Negligence: the Player or other Person's establishing that any Fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or negligence, was not significant in relationship to the anti-doping rule violation. Except in the case of a Protected Person or Recreational Player, for any violation of art. 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample), the Player must also establish how the Prohibited Substance entered the Player's system.
- **57. Official:** every board member, committee member, referee and assistant referee, coach, trainer and any other Person responsible for technical, medical and administrative matters in FIFA, a Confederation, Association, League or club as well as all other Persons obliged to comply with the FIFA Statutes (except Players).
- **58. Operational Independence:** this means that (1) board members, staff members, commission members, consultants and Officials of FIFA or its affiliates, as well as any Person involved in the investigation and pre-adjudication of a matter, cannot be appointed as members and/or clerks (to the extent that such clerk is involved in the deliberation process and/ or drafting of any decision) of hearing panels of FIFA and (2) hearing panels shall be in a position to conduct the hearing and decision-making process without interference from FIFA or any third party. The objective is to ensure that members of the hearing panel or individuals otherwise involved in the decision of, or decisions to proceed with, the case.
- 59. Out-of-Competition: any period which is not In-Competition.
- 60. Participant: any Player or Player Support Personnel.
- 61. Person: a natural Person or an organisation or other entity.
- 62. Player: any football Player licensed by an Association.
- **63. Player Support Personnel:** any coach, trainer, manager, agent, team staff, official, medical or paramedical personnel, parent or any other Person working with, treating or assisting a Player participating in or preparing for sports competition.



- 64. Possession: the actual, physical possession, or the constructive possession (which shall be found only if the Person has exclusive control or intends to exercise control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists): provided, however, that if the Person does not have exclusive control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists, constructive Possession shall only be found if the Person knew about the presence of the Prohibited Substance or Prohibited Method and intended to exercise control over it. However, there shall be no anti-doping rule violation based solely on Possession if, prior to receiving notification of any kind that the Person has committed an anti-doping rule violation, the Person has taken concrete action demonstrating that the Person never intended to have Possession and has renounced Possession by explicitly declaring it to an Anti-Doping Organisation. Notwithstanding anything to the contrary in this definition, the purchase (including by any electronic or other means) of a Prohibited Substance or Prohibited Method constitutes Possession by the Person who makes the purchase.
- **65. Prohibited List:** the list identifying the Prohibited Substances and Prohibited Methods.
- 66. Prohibited Method: any method so described on the Prohibited List.
- **67. Prohibited Substance:** any substance, or class of substances, so described on the Prohibited List.
- **68. Protected Person:** a Player or other natural Person who at the time of the anti-doping rule violation: (i) has not reached the age of 16 years; (ii) has not reached the age of 18 years and is not included in any Registered Testing Pool and has never competed in any International Competition in an open category; or for whom (iii) for reasons other than age, it has been determined lacks legal capacity under the applicable national legislation.
- **69. Provisional Hearing:** for the purposes of art. 64 (Right to a fair hearing), an expedited abbreviated hearing occurring prior to a hearing under these Regulations that provides the Player with notice and an opportunity to be heard in either written or oral form.



- **70. Provisional Suspension:** see "Consequences of Anti-Doping Rule Violations" above.
- **71. Public Disclosure or Publicly Disclose:** see "Consequences of Anti-Doping Rule Violations" above.
- **72. Recreational Player:** a natural Person who is so defined by the relevant NADO; provided, however, the term shall not include any Person who, within the five years prior to committing any anti-doping rule violation, has been an International-Level Player (as defined by FIFA or a Confederation) or a National-Level Player (as defined by the relevant NADO), has represented any country in an International Competition in an open category or has been included in any Registered Testing Pool or other whereabouts information pool maintained by FIFA, a Confederation or a NADO.
- **73. Regional Anti-Doping Organisation:** a regional entity designated by member countries to coordinate and manage delegated areas of their national anti-doping programmes, which may include the adoption and implementation of anti-doping rules, the planning and collection of Samples, the management of results, the review of TUEs, the conduct of hearings and the conduct of Educational programmes at a regional level.
- **74. Registered Testing Pool:** a pool of high-priority Players established separately at international level by FIFA, and national level by NADOs, who are subject to focused In-Competition and Out-of-Competition Testing as part of FIFA's or the NADO's test distribution plan and therefore are required to provide whereabouts information as provided in Annexe C of these Regulations and the International Standard for Testing and Investigations.
- **75. Results Management:** the process encompassing the timeframe between notification in accordance with art. 5 of the International Standard for Results Management, or in certain cases (e.g. Atypical Finding, Athlete Biological Passport, whereabouts failure), such prenotification steps expressly provided for in art. 5 of the International Standard for Results Management, through the charge until the final resolution of the matter, including the end of the hearing process at first instance or on appeal (if an appeal was lodged).



- **76. Sample or Specimen:** any biological material collected for the purposes of Doping Control.
- **77. Sample Collection Session:** all of the sequential activities that directly involve the Player from the point that initial contact is made until the Player leaves the Doping Control room after having provided his Sample(s).
- **78. Signatories:** those entities accepting the Code and agreeing to implement the Code, as provided in art. 23 of the WADA Code 2021.
- **79. Specified Method:** see art. 17 par. 3 (Prohibited Substances and Prohibited Methods identified on the Prohibited List).
- **80. Specified Substance:** see art. 17 par. 3 (Prohibited Substances and Prohibited Methods identified on the Prohibited List).
- **81. Strict Liability:** the rule which provides that under art. 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample) and art. 7 (Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method), it is not necessary that intent, Fault, negligence, or knowing Use on the Player's part be demonstrated by the Anti-Doping Organisation in order to establish an anti-doping rule violation.
- 82. Substance of Abuse: see art. 17 par. 4 (Substances of Abuse).
- **83. Substantial Assistance:** for the purposes of art. 24 par. 1 (Substantial Assistance in discovering or establishing Code violations), a Person providing Substantial Assistance must: (1) fully disclose in a signed written statement or recorded interview all information he or she possesses in relation to anti-doping rule violations or other proceeding described in art. 24 par. 1 (Substantial Assistance in discovering or establishing Code violations), and (2) fully cooperate with the investigation and adjudication of any case or matter related to that information, including, for example, presenting testimony at a hearing if requested to do so by an Anti-Doping Organisation or hearing panel. Further, the information provided must be credible and must comprise an important part of any case or proceeding which is initiated or, if no case or proceeding is initiated, must have provided a sufficient basis on which a case or proceeding could have been brought.



- **84.** Suitable Specific Gravity for Analysis: for Samples with a minimum volume of 90ml and less than 150ml, this shall be specific gravity measured at 1.005 with a refractometer, or 1.010 or higher with lab sticks. For Samples with a volume of 150ml and above, it shall be specific gravity measured at 1.003 or higher with a refractometer only.
- **85. Tampering:** intentional conduct which subverts the Doping Control process but which would not otherwise be included in the definition of Prohibited Methods. Tampering shall include, without limitation, offering or accepting a bribe to perform or fail to perform an act, preventing the collection of Sample, affecting or making impossible the analysis of a Sample, falsifying documents submitted to an Anti-Doping Organisation or TUE committee or hearing panel, procuring false testimony from witnesses, committing any other fraudulent act upon the Anti-Doping Organisation or hearing body to affect Results Management or the imposition of Consequences, and any other similar intentional interference or Attempted interference with any aspect of Doping Control.
- **86. Target Testing:** selection of specific Players for Testing based on criteria set forth in the International Standard for Testing and Investigations.
- **87. Team Activity:** all sporting activities (e.g. training, travelling, tactical sessions) on a collective basis with the Player's team or other activities under the supervision of the team (e.g. treatment by a team doctor).
- **88. Technical Document:** a document adopted and published by WADA from time to time that contains mandatory technical requirements on specific anti-doping topics as set forth in an International Standard.
- **89. Testing:** the parts of the Doping Control process involving test distribution planning, Sample collection, Sample handling, and Sample transport to the laboratory.
- **90. Therapeutic Use Exemption (TUE):** a therapeutic use exemption allows a Player with a medical condition to use a Prohibited Substance or Prohibited Method, but only if the conditions set out in art. 19 (Therapeutic use exemptions (TUEs)) and the International Standard for Therapeutic Use Exemptions are met.



- **91. Trafficking:** selling, giving, transporting, sending, delivering or distributing (or Possessing for any such purpose) a Prohibited Substance or Prohibited Method (either physically or by any electronic or other means) by a Player, Player Support Personnel or any other Person subject to the authority of an Anti-Doping Organisation to any third party; provided, however, this definition shall not include the actions of "bona fide" medical personnel involving a Prohibited Substance Used for genuine and legal therapeutic purposes or other acceptable justification, and shall not include actions involving Prohibited Substances which are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate such Prohibited Substances or are intended to enhance sport performance.
- **92. UNESCO Convention:** the International Convention against Doping in Sport adopted by the 33<sup>rd</sup> session of the UNESCO General Conference on 19 October, 2005, including any and all amendments adopted by the States Parties to the Convention and the Conference of Parties to the International Convention against Doping in Sport.
- **93. Unsuccessful Attempt Report:** a detailed report of an unsuccessful Attempt to collect a Sample from a Player in a Registered Testing Pool or Testing pool setting out the date of the Attempt, the location visited, the exact arrival and departure times at the location, the steps taken at the location to try to find the Player (including details of any contact made with third parties), and any other relevant details about the Attempt.
- **94. Use:** the utilisation, application, ingestion, injection or consumption by any means whatsoever of any Prohibited Substance or Prohibited Method.
- 95. WADA: the World Anti-Doping Agency.

Reference to the competent FIFA bodies in these Regulations applies to the equivalent body at Association or Confederation level.

Words importing the singular include the plural and vice versa.

References to "include" or "in particular", "e.g." or similar are to be construed as being inclusive and without limitation to the listed examples.

References to "days" mean actual (calendar) days, not business days.



TABLE OF CONTENTS FIFA LEGAL HANDBOOOK



References to "chapters", "sections", "articles" and/or "paragraphs" are, unless expressly stated otherwise, references to the chapters, sections, articles or paragraphs of these Regulations.

References to the male gender in these Regulations are for simplification and apply to both men and women.

All Annexes attached to these Regulations form an integral part of these Regulations.

The various headings and sub-headings used in these Regulations are for convenience only and shall not be deemed part of the substance of these Regulations or to affect in any way the language of the provisions to which they refer.

All capitalised terms shall have the meanings as defined in this Chapter I.



# **1** Scope of application: substantive law

#### 1.

These Regulations shall apply to FIFA, its Member Associations and the Confederations, including their board members, directors, officers, and to specified employees, and to Delegated Third Parties and their employees, any of whom are involved in any aspect of Doping Control, and to Players, clubs, Player Support Personnel, Match Officials, Officials and other Persons who participate in activities, Matches or Competitions organised by FIFA or its Associations by virtue of their agreement, membership, affiliation, authorisation, accreditation or participation.

Each of the above-mentioned Persons is deemed, as a condition of his participation or involvement in the sport, to have agreed to and be bound by these Regulations, and to have submitted to the authority of FIFA to enforce these Regulations, including any Consequences for the breach thereof, and to the jurisdiction of the hearing panels specified in these Regulations and the FIFA Disciplinary Code to hear and determine cases and appeals brought under these Regulations.

#### 2.

These Regulations shall apply to all Doping Controls over which FIFA and, respectively, its Associations have jurisdiction.

# **2** Obligations of Member Associations and Confederations

# 1.

All Associations shall undertake to comply with the Code, the International Standards and these Regulations. These Regulations shall be incorporated either directly, or by reference, into the rules of each Association. Each Association shall include in its rules the procedural regulations necessary to implement these Regulations and any changes that may be made to them. In the event of a discrepancy between these Regulations and the rules of a Member Association or Confederation, these Regulations shall prevail and apply to the case at hand.

#### 2.

In respect of the Confederations' remit, reference in these Regulations to the Associations shall, where appropriate, be understood as meaning the Confederations.



#### 3.

The rules of each Association shall specifically provide that all Players, clubs, Player Support Personnel, Officials and other Persons under the jurisdiction of the Association shall be bound by these Regulations and the Results Management authority of FIFA.

#### 4.

Taking into account the Associations' responsibilities introduced under these Regulations and the Code, it is the particular responsibility of each Association to collect Samples for Doping Control at National Competitions and to initiate and direct Out-of-Competition Testing on its Players, conduct anti-doping educational programmes in accordance with the International Standard for Education, and to ensure that all national level Testing on its Players and the Results Management from such tests comply with these Regulations. In respect of this schedule of responsibilities, reference in these Regulations to FIFA shall, where appropriate, be understood as meaning the Association concerned.

### 5.

It is recognised that in some countries the Association will conduct the Testing, Results Management process and educational anti-doping programmes itself whilst, in others, some or all of the Association's responsibilities may be delegated or assigned to a NADO. In respect of these countries, reference in these Regulations to the Association shall, where appropriate, be understood as meaning the NADO. Irrespective of the different situation in every country, the Association remains ultimately responsible for every aspect of the process. The Confederation and/or National Association shall provide FIFA with any information relating to an anti-doping rule violation and decisions taken by the NADO duly translated into an official FIFA language.

# Special obligations of Players and teams, Player Support Personnel and other Persons

#### 1.

Players, Player Support Personnel and other Persons subject to these Regulations shall be responsible for knowing what constitutes an antidoping rule violation, the substances and methods that have been included in the Prohibited List and for familiarising themselves and complying with these Regulations.





#### 2.

In the context of anti-doping, Players shall be responsible for what they ingest and Use and to make sure that any medical treatment received does not violate these Regulations. Players are obliged to undergo Testing as set forth in these Regulations. In particular, every Player designated to undergo a doping test by a responsible Official, whether as a result of Target Testing or drawing by lots, is obliged to provide a urine Sample and, if requested, a blood Sample, to undergo any medical examination that the responsible Official deems necessary and to cooperate with the latter in this respect.

### 3.

The Player's rights include the right to:

- a) have the team doctor or other representative present;
- b) be informed and ask for additional information about the Sample collection process.

### 4.

The Player's obligations include the requirement to:

- a) remain within direct observation of the FIFA Doping Control Officer, his assistant or the Chaperone at all times from the point of notification until completion of the Sample collection;
- b) comply with Sample collection procedures (the Player shall be advised of the possible consequences of failure to comply);
- c) report immediately for a test, unless there are valid reasons for a delay, as determined in accordance with Annexe D;
- d) disclose the identity of their Player Support Personnel upon request by any Anti-Doping Organisation with authority over the Player.

#### 5.

The obligations of the Player, the Player Support Personnel and other Persons include the requirement to:

a) disclose to their NADO, Confederation, Association and FIFA any decision by any organisation that is not a Signatory to the Code that finds that they committed an anti-doping rule violation within the previous ten years;





b) cooperate with any Anti-Doping Organisation investigating anti-doping rule violations.

Failure by any Player, Player Support Personnel or other Person to cooperate in full with FIFA when it investigates potential anti-doping rule violation(s) may result in a disciplinary measure under the FIFA Disciplinary Code.

Offensive conduct towards a Doping Control Officer or other Person involved in Doping Control by any Player, Player Support Personnel or other Person, which does not otherwise constitute Tampering, may result in a disciplinary measure under the FIFA Disciplinary Code.

Player Support Personnel and other Persons subject to these Regulations shall not Use any Prohibited Substance or Prohibited Method without valid justification. Any such Use may result in a disciplinary measure under the FIFA Disciplinary Code.

#### 6.

Every Player/team that has been identified for inclusion in a national or international Registered Testing Pool is obliged to provide whereabouts information as set forth in Annexe C. Players may delegate the whereabouts provision to a designated team representative. Regardless of such delegation, Players remain personally responsible for duly filing complete and accurate whereabouts information. Failure to do so may lead to the consequences mentioned in art. 9 of these Regulations as well as their Annexe C.

# **4** Testing authority of FIFA

#### 1.

FIFA has testing authority over all clubs and their Players who are affiliated to a Member Association or who participate in any Match or Competition organised by FIFA.

#### 2.

FIFA shall focus its Testing under these Regulations on Players in the FIFA International Registered Testing Pool (IRTP) and on Players who compete, or who are preparing to compete, in Matches or Competitions organised by FIFA.







#### 1.

Doping is strictly forbidden under these Regulations.

#### 2.

Doping is defined as the occurrence of one or more of the anti-doping rule violations set forth in these Regulations.



#### FIRST TITLE: SUBSTANTIVE LAW

The purpose of arts 6 to 16 is to specify the circumstances and conduct which constitute anti-doping rule violations. Hearings in doping cases will proceed based on the assertion that one or more of these specific rules have been violated.

# 6 Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample

#### 1.

It is the Player's personal duty to ensure that no Prohibited Substance enters his body. Players are responsible for any Prohibited Substance or its Metabolites or Markers found to be present in their Samples. Accordingly, it is not necessary that intent, Fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an anti-doping rule violation under art. 6.

#### 2.

Sufficient proof of an anti-doping rule violation under art. 6 is established by any of the following: presence of a Prohibited Substance or its Metabolites or Markers in the Player's "A" Sample where the Player waives analysis of the "B" Sample and the "B" Sample is not analysed; or where the Player's "B" Sample is analysed and the analysis of the Player's "B" Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the Player's "A" Sample; or where the Player's "A" or "B" Sample is split into two parts and the analysis of the confirmation part of the split Sample confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first part of the split Sample or the Player waives analysis of the confirmation part of the split Sample or the

#### 3.

Excepting those substances for which a Decision Limit is specifically identified in the Prohibited List or a Technical Document, the presence of any reported quantity of a Prohibited Substance or its Metabolites or Markers in a Player's Sample shall constitute an anti-doping rule violation.

#### 4.

As an exception to the general rule of art. 6, the Prohibited List, International Standards or Technical Documents may establish special criteria for the reporting or the evaluation of certain Prohibited Substances.





# **7** Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method

#### 1.

It is the Player's personal duty to ensure that no Prohibited Substance enters his body and that no Prohibited Method is Used. Accordingly, it is not necessary that intent, Fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an anti-doping rule violation for Use of a Prohibited Substance or a Prohibited Method.

### 2.

The success or failure of the Use or Attempted Use of a Prohibited Substance or Prohibited Method is not material. It is sufficient that the Prohibited Substance or Prohibited Method was Used or Attempted to be Used for an anti-doping rule violation to be committed.

# 8 Evading, refusing of failing to submit to Sample collection

Evading Sample collection; or refusing or failing to submit to Sample collection without compelling justification after notification by a duly authorised Person.

# **9** Whereabouts failures

Any combination of three missed tests and/or filing failures, as defined in the International Standard for Results Management, within a 12-month period by a Player in a Registered Testing Pool.

# **10** Tampering or Attempted Tampering with any part of Doping Control by a Player or other Person

Tampering or Attempted Tampering with any part of Doping Control by a Player or other Person.



# **1** Possession of a Prohibited Substance or a Prohibited Method by a Player or Player Support Person

#### 1.

Possession by a Player In-Competition of any Prohibited Substance or any Prohibited Method, or Possession by a Player Out-of-Competition of any Prohibited Substance or any Prohibited Method which is prohibited Out-of-Competition unless the Player establishes that the Possession is consistent with a therapeutic use exemption (TUE) granted in accordance with art. 18 (Therapeutic use exemptions (TUEs)) or other acceptable justification.

### 2.

Possession by a Player Support Person In-Competition of any Prohibited Substance or any Prohibited Method, or Possession by a Player Support Person Out-of-Competition of any Prohibited Substance or any Prohibited Method which is prohibited Out-of-Competition in connection with a Player, Match or training, unless the Player Support Person establishes that the Possession is consistent with a TUE granted to a Player in accordance with art. 18 (Therapeutic use exemptions (TUEs)) or other acceptable justification.

# 12

# Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method by a Player or other Person

Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method by a Player or other Person.

**13** Administration or Attempted Administration by a Player or other Person to any Player In-Competition of any Prohibited Substance or Prohibited Method, or Administration or Attempted Administration to any Player Out-of-Competition of any Prohibited Substance or any Prohibited Method that is prohibited Out-of-Competition

Administration or Attempted Administration by a Player or other Person to any Player In-Competition of any Prohibited Substance or Prohibited Method, or Administration or Attempted Administration to any Player Out-of-Competition of any Prohibited Substance or any Prohibited Method that is prohibited Out-of-Competition.



# **14** Complicity or Attempted Complicity by a Player or other Person

Assisting, encouraging, aiding, abetting, conspiring, covering up or any other type of intentional complicity or Attempted Complicity involving an anti-doping rule violation, Attempted anti-doping rule violation or violation of art. 30 par. 1 (Prohibition of participation during Ineligibility or Provisional Suspension) by another Person.

# **15** Prohibited association by a Player or other Person

Association by a Player or other Person subject to the authority of FIFA or other Anti-Doping Organisation in a professional or sport-related capacity with any Player Support Personnel who:

### 1.

If subject to the authority of an Anti-Doping Organisation, is serving a period of Ineligibility; or

# 2.

If not subject to the authority of an Anti-Doping Organisation and where Ineligibility has not been addressed in a Results Management process pursuant to the Code, has been convicted or found in a criminal, disciplinary or professional proceeding to have engaged in conduct which would have constituted a violation of anti-doping rules if Code-compliant rules had been applicable to such Person. The disqualifying status of such Person shall be in force for the longer of six years from the criminal, professional or disciplinary decision or the duration of the criminal, disciplinary or professional sanction imposed; or

# 3.

Is serving as a front or intermediary for an individual described in art. 15 par. 1 or par. 2 (Prohibited association by a Player or other Person).

To establish a violation of art. 15, an Anti-Doping Organisation must establish that the Player or other Person knew of the Player Support Person's disqualifying status.

The burden shall be on the Player or other Person to establish that any association with a Player Support Person described in art. 15 par. 1 or par. 2



is not in a professional or sport-related capacity and/or that such association could not have been reasonably avoided.

If FIFA is aware of any Player Support Personnel who meet the criteria described in art. 15 pars 1, 2 or 3, FIFA shall submit that information to WADA.

# **16** Acts by a Player or other Person to discourage or retaliate against reporting to authorities

Where such conduct does not otherwise constitute a violation of art. 10:

- a) Any act which threatens or seeks to intimidate another Person with the intent of discouraging the Person from the good-faith reporting of information that relates to an alleged anti-doping rule violation or alleged non-compliance with these Regulations and/or the Code to WADA, FIFA, a NADO or other Anti-Doping Organisation, a law enforcement, regulatory or professional disciplinary body, a hearing body or a Person conducting an investigation for WADA, FIFA, a NADO or other Anti-Doping Organisation.
- b) Retaliation against a Person who, in good faith, has provided evidence or information that relates to an alleged anti-doping rule violation or alleged non-compliance with these Regulations and/or the Code to WADA, FIFA, NADO or other Anti-Doping Organisation, a law enforcement, regulatory or professional disciplinary body, a hearing body or a Person conducting an investigation for WADA, FIFA, NADO or other Anti-Doping Organisation.

For the purposes of this article, retaliation, threatening and intimidation include an act taken against such Person either because the act lacks a good faith basis or is a disproportionate response.



# **17** Prohibited Substances and Prohibited Methods identified on the Prohibited List

#### 1.

## **Prohibited Substances and Prohibited Methods**

The Prohibited list shall identify those Prohibited Substances and Prohibited Methods which are prohibited as doping at all times (both In-Competition and Out-of-Competition) because of their potential to enhance performance in future Matches or their masking potential, and those substances and methods which are prohibited In-Competition only.

#### 2.

# **Publication and revision of the Prohibited List**

Unless otherwise communicated by FIFA, the Prohibited List and its revisions shall come into effect under these Regulations three months after publication of the Prohibited List by WADA without requiring any further action by FIFA or its Member Associations. All Players and other Persons shall be bound by the Prohibited List, and any revisions thereto, from the date they go into effect, without further formality. It is the responsibility of all Players and other Persons to familiarise themselves with the most up-to- date version of the Prohibited List and all revisions thereto.

#### 3.

#### **Specified Substances or Specified Methods**

For the purpose of the application of chapter V (Sanctions on individuals), all Prohibited Substances shall be Specified Substances except those identified in the Prohibited List. No Prohibited Method shall be a Specified Method unless it is specifically identified as a Specified Method on the Prohibited List.

#### 4.

#### **Substances of Abuse**

For the purposes of the application of chapter V (Sanctions on individuals), Substances of Abuse shall include those Prohibited Substances which are specifically identified as Substances of Abuse on the Prohibited List because they are frequently abused in society outside the context of sport.



# **18** WADA's determination of the Prohibited List

WADA's determination of the Prohibited Substances and Prohibited Methods that will be included on the Prohibited List, the classification of substances into categories on the Prohibited List, the classification of a substance as prohibited at all times or In-Competition only, and the classification of a substance or method as a Specified Substance, Specified Method or Substance of Abuse is final and shall not be subject to any challenge by a Player or other Person, including, but not limited to, any challenge based on an argument that the substance or method was not a masking agent or did not have the potential to enhance performance, represent a health risk or violate the spirit of sport.

# **19** Therapeutic use exemptions (TUEs)

# 1.

The presence of a Prohibited Substance or its Metabolites or Markers, and/ or the Use or Attempted Use, Possession or Administration or Attempted Administration of a Prohibited Substance or Prohibited Method, shall not be considered an anti-doping rule violation if it is consistent with the provisions of a TUE granted in accordance with the International Standard for Therapeutic Use Exemptions.

# 2.

Any Player who consults a doctor and is prescribed treatment or medication for therapeutic reasons shall enquire whether the prescription contains Prohibited Substances and/or Prohibited Methods. If so, the Player shall request alternative treatment.

# 3.

If there is no alternative treatment, the Player with a documented medical condition requiring the use of a Prohibited Substance and/or a Prohibited Method must first obtain a TUE. However, TUEs will only be granted in cases of clear and compelling clinical need where no competitive advantage can be gained by the Player.

#### 4.

The application for and approval of a TUE strictly follow the procedure laid out in the International Standard for Therapeutic Use Exemption and in the FIFA TUE policy in force.



Players who are International-Level Players must obtain TUEs in accordance with the rules stipulated by FIFA in its TUE policy document. FIFA publishes a list of those International Competitions for which a TUE from FIFA is required. Details of the application procedure shall be found in Annexe B. TUEs granted by FIFA under these rules shall be reported to the Player's Association and to WADA.

#### 6.

Players who are not International-Level Players must obtain a TUE from their NADO. NADOs shall in all cases be responsible for promptly reporting the granting of any TUEs under these Regulations to FIFA and WADA.

#### 7.

If FIFA chooses to collect a Sample from a Player who is not an International-Level Player or a National-Level Player, and that Player is Using a Prohibited Substance or Prohibited Method for therapeutic reasons, FIFA shall permit that Player to apply for a retroactive TUE.

#### 8.

Expiration, cancellation, withdrawal or reversal of a TUE

- a) A TUE granted pursuant to these Regulations: (a) shall expire automatically at the end of any term for which it was granted, without the need for any further notice or other formality; (b) may be withdrawn if the Player does not promptly comply with any requirements or conditions imposed by the FIFA TUE Advisory Group upon grant of the TUE; (c) may be withdrawn by the FIFA TUE Advisory Group if it is subsequently determined that the criteria for grant of a TUE are not in fact met; or (d) may be reversed on review by WADA or on appeal.
- b) In such event, the Player shall not be subject to any Consequences based on his Use or Possession or Administration of the Prohibited Substance or Prohibited Method in question in accordance with the TUE prior to the effective date of expiry, withdrawal or reversal of the TUE. The review pursuant to these Regulations and to the International Standard for Results Management of any subsequent Adverse Analytical Finding, reported shortly after the TUE's expiration, withdrawal or reversal, shall include consideration of whether such finding is consistent with Use of the Prohibited Substance or Prohibited Method prior to that date, in which event no anti-doping rule violation shall be asserted.



#### Section 1: Imposition of a period of Ineligibility

#### 20 Ineligibility for presence, Use or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method

The period of Ineligibility for a violation of arts 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample), 7 (Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method) or 11 (Possession of a Prohibited Substance or a Prohibited Method by a Player or Player Support Person) shall be as follows, subject to potential elimination, reduction or suspension pursuant to arts 22 (Elimination of the Period of Ineligibility where there is No Fault or Negligence), 23 (Reduction of the period of Ineligibility based on No Significant Fault or Negligence) or 24 (Elimination, reduction, or suspension of period of Ineligibility or other consequences for reasons other than Fault):

#### 1.

Subject to art. 20 par. 4 of these Regulations, the period of Ineligibility shall be four years where:

- a) the anti-doping rule violation does not involve a Specified Substance, unless the Player or other Person can establish that the anti-doping rule violation was not intentional;
- b) the anti-doping rule violation involves a Specified Substance and FIFA can establish that the anti-doping rule violation was intentional.

#### 2.

If art. 20 par. 1 does not apply, the period of Ineligibility shall be two years, subject to art. 20 par. 4 of these Regulations.

#### 3.

As used in art 20 (Ineligibility for presence, Use or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method), the term "intentional" is meant to identify those Players or other Persons who engage in conduct which they knew constituted an anti-doping rule violation or knew that there was a significant risk that the conduct might constitute or result in an anti-doping rule violation and manifestly disregarded that risk. An anti-doping rule violation resulting from an Adverse Analytical Finding for a substance which is only prohibited



In-Competition shall be rebuttably presumed to be not intentional if the substance is a Specified Substance and the Player can establish that the Prohibited Substance was Used Out-of-Competition. An antidoping rule violation resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition shall not be considered "intentional" if the substance is not a Specified Substance and the Player can establish that the Prohibited Substance was Used Out-of-Competition in a context unrelated to sport performance.

#### 4.

Notwithstanding any other provision in art. 20, where the anti-doping rule violation involves a Substance of Abuse:

- a) If the Player can establish that any ingestion or Use occurred Out-of-Competition and was unrelated to sport performance, then the period of Ineligibility shall be three months' Ineligibility. In addition, the period of Ineligibility calculated under this paragraph may be reduced to one month's Ineligibility if the Player or other Person satisfactorily completes a Substance of Abuse treatment programme approved by FIFA. The period of Ineligibility established in this paragraph is not subject to any reduction based on any provision in art. 23.
- b) If the ingestion, Use or Possession occurred In-Competition, and the Player can establish that the context of the ingestion, Use or Possession was unrelated to sport performance, then the ingestion, Use or Possession shall not be considered intentional for the purposes of art. 20 par. 1 and shall not provide a basis for a finding of Aggravating Circumstances.

# **21** Ineligibility for other anti-doping rule violations

The period of Ineligibility for anti-doping rule violations other than as provided in art. 20 (Ineligibility for presence, Use or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method) shall be as follows, unless arts 23 (Reduction of the period of Ineligibility based on No Significant Fault or Negligence) or 24 (Elimination, reduction, or suspension of period of Ineligibility or other consequences for reasons other than Fault) are applicable:



For violations of art. 8 (Evading, refusing or failing to submit to Sample collection) or art. 10 (Tampering or Attempted Tampering with any part of Doping Control by a Player or other Person), the period of Ineligibility shall be four years except: (i) in the case of failing to submit to Sample collection, if the Player can establish that the commission of the anti-doping rule violation was not intentional, the period of Ineligibility shall be two years; (ii) in all other cases, if the Player or Person can establish exceptional circumstances that justify a reduction of the period of Ineligibility, the period of Ineligibility shall be in a range from two years to four years, depending on the Players or Person's degree of Fault; or (iii) in a case involving a Protected Person or Recreational Player, the period of Ineligibility shall be in a range between a maximum of two years and, at a minimum, a reprimand and no period of Ineligibility, depending on the Protected Person's or Recreational Player's degree of Fault.

#### 2.

For violations of art. 9 (Whereabouts failures), the period of Ineligibility shall be two years, subject to reduction down to a minimum of one year, depending on the Player's degree of Fault. The flexibility between two years and one year of Ineligibility in this article is not available to Players where a pattern of last-minute whereabouts changes or other conduct raises a serious suspicion that the Player was trying to avoid being available for Testing.

#### 3.

For violations of art. 12 (Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method by a Player or other Person) or art. 13 (Administration or Attempted Administration by a Player or other Person to any Player In-Competition of any Prohibited Substance or Prohibited Method, or Administration or Attempted Administration to any Player Out-of-Competition of any Prohibited Substance or any Prohibited Method that is prohibited Out-of-Competition), the period of Ineligibility shall be a minimum of four years up to lifetime Ineligibility, depending on the seriousness of the violation. An art. 12 or art. 13 violation involving a Protected Person shall be considered a particularly serious violation and, if committed by Player Support Personnel for violations other than for Specified Substances, shall result in lifetime Ineligibility for Player Support Personnel. In addition, significant violations of art. 12 or art. 13 which may also violate non-sporting laws and regulations shall be reported to the competent administrative, professional or judicial authorities.





For violations of art. 14 (Complicity or Attempted Complicity by a Player or other Person), the period of Ineligibility imposed shall be a minimum of two years, up to lifetime Ineligibility, depending on the seriousness of the violation.

#### 5.

For violations of art. 15 (Prohibited association by a Player or other Person), the period of Ineligibility shall be two years, subject to reduction down to a minimum of one year, depending on the Player's or other Person's degree of Fault and other circumstances of the case.

#### 6.

For violations of art. 16 (Acts by a Player or other Person to discourage or retaliate against reporting to authorities), the period of Ineligibility shall be a minimum of two years, up to lifetime Ineligibility, depending on the seriousness of the violation by the Player or other Person.

Section 2: Elimination, reduction or suspension of period of Ineligibility

### **22** Elimination of the period of Ineligibility where there is No Fault or Negligence

If a Player or other Person establishes in an individual case that he bears No Fault or Negligence, the otherwise applicable period of Ineligibility shall be eliminated.

## **23** Reduction of the period of Ineligibility based on No Significant Fault or Negligence

#### 1.

Reduction of sanctions in particular circumstances for violations of art. 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample), 7 (Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method) or 11 (Possession of a Prohibited Substance or a Prohibited Method by a Player or Player Support Person)





All reductions under this paragraph 1 are mutually exclusive and not cumulative.

a) Specified Substances or Specified Methods Where the anti-doping rule violation involves a Specified Substance (other than a Substance of Abuse) or Specified Method, and the Player or other Person can establish No Significant Fault or Negligence, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two years of Ineligibility, depending on the Player's or other Person's degree of Fault.

#### b) Contaminated Products

In cases where the Player or other Person can establish both No Significant Fault or Negligence and that the detected Prohibited Substance (other than Substance of Abuse) came from a Contaminated Product, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two years' Ineligibility, depending on the Player's or other Person's degree of Fault.

#### c) Protected Persons or Recreational Players

Where the anti-doping rule violation not involving a Substance of Abuse is committed by a Protected Person or Recreational Player and the Protected Person or Recreational Player can establish No Significant Fault or Negligence, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of ineligibility, and at a maximum, two years Ineligibility, depending on the Protected Person's or Recreational Player's degree of Fault.

#### 2.

### Application of No Significant Fault or Negligence beyond the application of art. 23 par. 1

If a Player or other Person establishes in an individual case where art. 23 par. 1 is not applicable that he bears No Significant Fault or Negligence, then, subject to further reduction or elimination as provided in art. 24, the otherwise applicable period of Ineligibility may be reduced based on the Player or other Person's degree of Fault, but the reduced period of Ineligibility may not be less than one half of the period of Ineligibility otherwise applicable. If the otherwise applicable period of Ineligibility is a lifetime, the reduced period under this article may be no less than eight years.



#### **24** Elimination, reduction, or suspension of period of Ineligibility or other consequences for reasons other than Fault

#### 1.

### Substantial Assistance in discovering or establishing Code violations

a) FIFA may, prior to an appellate decision under art. 76 (Decisions subject to appeal) or the expiration of the time to appeal, suspend a part of the Consequences (other than Disgualification and mandatory Public Disclosure) imposed in an individual case in which it has Results Management authority where the Player or other Person has provided Substantial Assistance to an Anti-Doping Organisation, criminal authority or professional disciplinary body which results in: (i) the Anti-Doping Organisation discovering or bringing forward an anti-doping rule violation by another Person, or (ii) which results in a criminal or disciplinary body discovering or bringing forward a criminal offence or the breach of professional rules committed by another Person and the information provided by the Person providing Substantial Assistance is made available to FIFA or other Anti-Doping Organisation with Results Management responsibility; or (iii) which results in WADA initiating a proceeding against a Signatory, WADA-accredited laboratory or Player passport management unit (as defined in the International Standard for Testing and Investigations) for non-compliance with the Code, International Standard or Technical Document; or (iv) with the approval by WADA, which results in a criminal or disciplinary body bringing forward a criminal offence or the breach of professional or sport rules arising out of a sport integrity violation other than doping. After an appellate decision under art. 76 (Decisions subject to appeal) or the expiration of time to appeal, FIFA may only suspend a part of the otherwise applicable Consequences with the approval of WADA. The extent to which the otherwise applicable period of Ineligibility may be suspended shall be based on the seriousness of the anti-doping rule violation committed by the Player or other Person and the significance of the Substantial Assistance provided by the Player or other Person to the effort to eliminate doping in sport, non-compliance with the Code and/or sport integrity violations. No more than three quarters of the otherwise applicable period of Ineligibility may be suspended. If the otherwise applicable period of Ineligibility is a lifetime, the nonsuspended period under this article must be no less than eight years.



TABLE OF CONTENTS FIFA ANTI-DOPING REGULATIONS For the purposes of this paragraph, the otherwise applicable period of Ineligibility shall not include any period of Ineligibility that could be added under art. 25 par. 4 b) of these Regulations. If so requested by a Player or other Person who seeks to provide Substantial Assistance, FIFA shall allow the Player or other Person to provide the information to the Anti-Doping Organisation subject to a without-prejudice agreement. If the Player or other Person fails to continue to cooperate and to provide the complete and credible Substantial Assistance upon which a suspension of the Consequences was based, FIFA shall reinstate the original Consequences. If FIFA decides to reinstate suspended Consequences or decides not to reinstate suspended Consequences, that decision may be appealed by any Person entitled to appeal under art. 77 par. 3 of these Regulations.

- b) To further encourage Players and other Persons to provide Substantial Assistance to Anti-Doping Organisations, at the request of FIFA or the Anti-Doping Organisation conducting Results Management or at the request of the Player or other Person who has, or has been asserted to have, committed an anti-doping rule violation or other violation of the Code, WADA may agree at any stage of the Results Management process, including after an appellate decision under art. 76 (Decisions subject to appeal), to what it considers to be an appropriate suspension of the otherwise-applicable period of Ineligibility and other Consequences. In exceptional circumstances, WADA may agree to suspensions of the period of Ineligibility and other Consequences for Substantial Assistance greater than those otherwise provided in this article, or even no period of Ineligibility, no mandatory Public Disclosure and/or no return of prize money or payment of fines or costs. WADA's approval shall be subject to reinstatement of the Consequences, as otherwise provided in this article. Notwithstanding section 6 of chapter X (Appeals), WADA's decisions in the context of this paragraph may not be appealed.
- c) If FIFA suspends any part of an otherwise applicable sanction because of Substantial Assistance, then notice providing justification for the decision shall be provided to the other Anti-Doping Organisations with a right to appeal under art. 77 par. 3 of these Regulations. In unique circumstances where WADA determines that it would be in the best interests of anti-doping, WADA may authorise FIFA to enter into appropriate confidentiality agreements limiting or delaying the disclosure of the Substantial Assistance agreement or the nature of Substantial Assistance being provided.



2.

### Admission of an anti-doping rule violation in the absence of other evidence

Where a Player or other Person voluntarily admits to the FIFA Disciplinary Committee that he has committed an anti-doping rule violation before having received notice of a Sample collection which could establish an anti-doping rule violation (or, in the case of an anti-doping rule violation other than art. 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample), before receiving first notice of the admitted violation pursuant to section 3 of chapter IX (Results Management)) and that admission is the only reliable evidence of the violation at the time of admission, the period of Ineligibility may be reduced, but not below one half of the period of Ineligibility otherwise applicable.

#### 3.

**Application of multiple grounds for reduction of a sanction** Where a Player or other Person establishes entitlement to a reduction in sanction under more than one provision of art. 22 (Elimination of the period of Ineligibility where there is No Fault or Negligence), art. 23 (Reduction of the period of Ineligibility based on No Significant Fault or Negligence) or art. 24 (Elimination, reduction, or suspension of period of Ineligibility or other consequences for reasons other than Fault), before applying any reduction or suspension under art. 24, the otherwise applicable period of Ineligibility shall be determined in accordance with arts 20 (Ineligibility for presence, Use or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method), 21 (Ineligibility for other antidoping rule violations), 22, and 23. If the Player or other Person establishes entitlement to a reduction or suspension of the period of Ineligibility under art. 24, the period of Ineligibility may be reduced or suspended, but not below one fourth of the otherwise applicable period of Ineligibility.

#### 4.

#### **Results Management agreement**

Where a Player or other Person, after being notified by FIFA of a potential anti-doping rule violation that carries an asserted period of Ineligibility of four or more years (including any period of Ineligibility asserted under Aggravating Circumstances), admits the violation and accepts the asserted period of Ineligibility no later than 20 days after receiving notice of an antidoping rule violation charge, the Player or Person may receive a one-year reduction in the period of Ineligibility asserted by FIFA. Where the Player or other Person receives the one-year reduction in the asserted period of Ineligibility under this article, no further reduction in the asserted period of Ineligibility shall be allowed under any other article.



#### **Case resolution agreement**

Where the Player or other Person admits an anti-doping rule violation after being confronted with the anti-doping rule violation by FIFA and agrees to the Consequences acceptable to FIFA and WADA, at their sole discretion, then:

- a) the Player or other Person may receive a reduction in the period of Ineligibility based on an assessment by FIFA and WADA of the application of chapter V section 2 of these Regulations to the asserted anti-doping rule violation, the seriousness of the violation, the Player or other Person's degree of Fault and how promptly the Player or other Person admitted the violation: and
- b) the period of Ineligibility may start as early as the date of Sample collection or the date on which another anti-doping rule violation last occurred. In each case, however, where this article is applied, the Player or other Person shall serve at least one half of the agreed-upon period of Ineligibility going forward from the earlier of the date the Player or other Person accepted the imposition of a sanction or Provisional Suspension which was subsequently respected by the Player or other Person. The decision by FIFA and WADA to enter or not to enter into a case resolution agreement, and the amount of the reduction to, and the starting date of, the period of Ineligibility are not matters for determination or review by a hearing body and are not subject to appeal under chapter X section 6 of these Regulations. If so requested by a Player or other Person who seeks to enter into a case resolution agreement under this article, FIFA shall allow the Player or other Person to discuss an admission of the anti-doping rule violation with the Anti-Doping Organisation subject to a without-prejudice agreement.

#### Section 3: Increasing the period of Ineligibility and multiple violations



**25** Multiple violations

#### 1.

#### Second or third anti-doping rule violation

For a Player or other Person's second anti-doping rule violation, the period of Ineligibility shall be the greater of:





- a) A six-month period of Ineligibility; or
- b) A period of Ineligibility in the range between:
  - the sum of the period of Ineligibility imposed for the first antidoping rule violation plus the period of Ineligibility otherwise applicable to the second anti-doping rule violation treated as if it were a first violation, and
  - twice the period of Ineligibility otherwise applicable to the second anti-doping rule violation treated as if it was a first violation.

The period of Ineligibility within this range shall be determined based on the entirety of the circumstances and the Player or other Person's degree of Fault with respect to the second violation.

The period of Ineligibility established above may then be further reduced by the application of art. 24.

#### 2.

A third anti-doping rule violation will always result in a lifetime period of Ineligibility, except if the third violation fulfils the condition for elimination or reduction of the period of Ineligibility under art. 22 (Elimination of the period of Ineligibility where there is No Fault or Negligence) or 23 (Reduction of the period of Ineligibility based on No Significant Fault or Negligence), or involves a violation of art. 9 (Whereabouts failures). In these particular cases, the period of Ineligibility shall be from eight years to lifetime Ineligibility.

The period of Ineligibility established above may then be further reduced by the application of art. 24.

#### 3.

An anti-doping rule violation for which a Player or other Person has established No Fault or Negligence shall not be considered a violation for the purposes of this art. 25. In addition, an anti-doping rule violation sanctioned under art. 20 par. 4 of these Regulations shall not be considered a violation for purposes of this art. 25.





### **4.** Additional rules for certain potential multiple violations

- a) For the purpose of imposing sanctions under art. 25 (Multiple violations), except as provided in art. 25 par. 4 of these Regulations, an anti-doping rule violation will only be considered a second violation if FIFA can establish that the Player or other Person committed the additional anti-doping rule violation after the Player or other Person received notice pursuant to Section 3 of chapter IX (Results Management) or after FIFA made reasonable efforts to give notice of the first anti-doping rule violation. If FIFA cannot establish this, the violations shall be considered together as one single first violation, and the sanction imposed shall be based on the violation that carries the more severe sanction, including the application of Aggravating Circumstances. Results in all Matches dating back to the earlier anti-doping rule violation will be Disqualified as provided in art. 26 (Disqualification of results).
- b) If FIFA establishes that a Player or other Person committed an additional anti-doping rule violation prior to notification, and that the additional violation occurred 12 months or more before or after the first-noticed violation, then the period of Ineligibility for the additional violation shall be calculated as if the additional violation were a stand-alone first violation and this period of Ineligibility is served consecutively, rather than concurrently, with the period of Ineligibility imposed for the earlier-noticed violation. Where this paragraph applies, the violations taken together shall constitute a single violation for the purposes of art. 25 (Multiple violations).
- c) If FIFA establishes that a Player or other Person committed a violation of art. 10 (Tampering or Attempted Tampering with any part of Doping Control by a Player or other Person) in connection with the Doping Control process for an underlying asserted anti-doping rule violation, the violation of art. 10 shall be treated as a standalone first violation and the period of Ineligibility for such violation shall be served consecutively, rather than concurrently, with the period of Ineligibility, if any, imposed for the underlying anti-doping rule violation. Where this paragraph is applied, the violations taken together shall constitute a single violation for the purposes of art. 25 (Multiple violations).



TABLE OF CONTENTS FIFA ANTI-DOPING REGULATIONS d) If FIFA establishes that a Person has committed a second or third antidoping rule violation during a period of Ineligibility, the periods of Ineligibility for the multiple violations shall run consecutively, rather than concurrently.

#### 5.

**Multiple anti-doping rule violations during ten-year period** For the purpose of art. 25 (Multiple violations), each anti-doping rule violation must take place within the same ten-year period in order to be considered multiple violations.

#### 6.

Aggravating circumstances which may increase the period of ineligibility

If FIFA establishes in an individual case involving an anti-doping rule violation other than violations under art. 12 (Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method by a Player or other Person), art. 13 (Administration or Attempted Administration by a Player or other Person to any Player In-Competition of any Prohibited Substance or Prohibited Method, or Administration or Attempted Administration to any Player Out-of-Competition of any Prohibited Substance or any Prohibited Method that is prohibited Out-of-Competition), art. 14 (Complicity or Attempted Complicity by a Player or other Person) and art. 16 (Acts by a Player or other Person to discourage or retaliate against reporting to authorities) that Aggravating Circumstances are present which justify the imposition of a period of Ineligibility greater than the standard sanction, then the period of Ineligibility otherwise applicable shall be increased by an additional period of Ineligibility of up to two years depending on the seriousness of the violation and the nature of the Aggravating Circumstances, unless the Player or other Person can establish that he not knowingly commit the anti-doping rule violation.

#### Section 4: Common provisions regarding sanctions on individuals

## **26** Disqualification of results

#### 1.

Automatic disqualification of individual awards An anti-doping rule violation in connection with an In-Competition test automatically leads to Disqualification of any awards received by individual Players in that Match.



#### Disqualification of results in the Competition during which an antidoping rule violation occurs

An anti-doping rule violation occurring during or in connection with a Competition may, upon the decision of the ruling body of the Competition, lead to Disqualification of all of the Player's individual results obtained in that Competition with all Consequences, including forfeiture of all awards, except as provided in paragraph 3 of this article.

Factors to be included in considering whether to Disqualify other results in a Competition might include, for example, the seriousness of the Player's anti-doping rule violation and whether the Player tested negative in the other Matches.

#### 3.

If the Player establishes that he bears No Fault or Negligence for the violation, the Player's individual results in the other Matches shall not be Disqualified, unless the Player's results in Matches other than the Match in which the anti-doping rule violation occurred were likely to have been affected by the Player's anti-doping rule violation.

#### 4.

**Disqualification of results in Matches subsequent to Sample collection or commission of an anti-doping rule violation** In addition to the automatic Disqualification of the results in the Match which produced the positive Sample under paragraph 1 of this article, all other competitive results of the Player obtained from the date a positive Sample was collected (whether In-Competition or Out-of-Competition), or other anti-doping rule violation occurred, through the commencement of any Provisional Suspension or Ineligibility period, shall, unless fairness requires otherwise, be Disqualified with all of the resulting Consequences.

## **27** Forfeited prize money

If FIFA has recovered prize money forfeited as a result of an anti-doping rule violation, it shall take reasonable measures to allocate and distribute this prize money to the Players who would have been entitled to it had the forfeiting Player not competed.







On account of anti-doping rule violations, financial sanctions may be imposed in accordance with the FIFA Disciplinary Code.

#### 2.

However, no financial sanction may be considered as grounds for reducing the period of Ineligibility or other sanction that would otherwise be applicable under these Regulations.

#### 3.

**Repayment of prize money or other financial support** 

As a condition of regaining eligibility after being found to have committed an anti-doping rule violation, the Player may first be obliged to repay all prize money or other financial support obtained from sports organisations, and from the date a positive Sample was collected or other anti-doping rule violation occurred, until the commencement of any Provisional Suspension or period of Ineligibility.

#### 4.

After being found to have committed an anti-doping rule violation, the Player or other person may be requested to reimburse the proportionate expenses of the Sample collection and the Results Management of his case.

# **29** Commencement of period of Ineligibility

Where a Player is already serving a period of Ineligibility for an anti-doping rule violation any new period of Ineligibility shall commence on the first day after the current period of Ineligibility has been served. Otherwise, except as provided below, the period of Ineligibility shall start on the date of the finalhearing decision providing for Ineligibility or, if the hearing is waived or there is no hearing, on the date the Ineligibility is accepted or otherwise imposed.

#### 1.

Delays not attributable to the Player or other Person

Where there have been substantial delays in the hearing process or other aspects of Doping Control and the Player or other Person can establish that such delays are not attributable to the Player or other Person, the FIFA



Disciplinary Committee may decide that the period of Ineligibility shall start at an earlier date, commencing as early as the date of Sample collection or the date on which another anti-doping rule violation last occurred. All competitive results achieved during the period of Ineligibility, including retroactive Ineligibility, shall be Disqualified.

#### 2.

#### **Credit for Provisional Suspension or period of Ineligibility served**

- a) If a Provisional Suspension is respected by the Player or other Person, then the Player or other Person shall receive a credit for such period of Provisional Suspension against any period of Ineligibility which may ultimately be imposed. If the Player or other Person does not respect a Provisional Suspension, then the Player or other Person shall receive no credit for any period of the Provisional Suspension served. If a period of Ineligibility is served pursuant to a decision that is subsequently appealed, the Player or other Person shall receive a credit for such period of Ineligibility served against any period of Ineligibility which may ultimately be imposed on appeal.
- b) If a Player or other Person voluntarily accepts a Provisional Suspension in writing from FIFA and thereafter respects the Provisional Suspension, the Player or other Person shall receive a credit for such period of voluntary Provisional Suspension against any period of Ineligibility which may ultimately be imposed. A copy of the Player or other Person's voluntary acceptance of a Provisional Suspension shall be provided promptly to each party entitled to receive notice of an asserted anti-doping rule violation as provided in these Regulations (art. 70: Information concerning asserted anti-doping rule violations).
- c) No credit against a period of Ineligibility shall be given for any time period before the effective date of the Provisional Suspension or voluntary Provisional Suspension regardless of whether the Player elected not to compete or was suspended by a team.
- d) Where a period of Ineligibility is imposed upon a team, unless fairness requires otherwise, the period of Ineligibility shall start on the date of the final hearing decision providing for Ineligibility or, if the hearing is waived, on the date Ineligibility is accepted or otherwise imposed. Any period of team Provisional Suspension (whether imposed or voluntarily accepted) shall be credited against the total period of Ineligibility to be served.



# **30** Status during Ineligibility or Provisional Suspension

#### 1.

#### Prohibition of participation during Ineligibility or Provisional Suspension

No Player or other Person who has been declared Ineligible or is subject to a Provisional Suspension may, during a period of Ineligibility or Provisional Suspension, participate in any capacity in a Match or activity (other than authorised anti-doping Education or rehabilitation programmes) authorised or organised by FIFA, any Association, any other Signatory of the Code, a club or other member organisation of an Association or of any Signatory to the Code, or In-Competitions authorised or organised by any professional league or any international or national-level Competition organisation or any elite or national-level sporting activity funded by a governmental agency.

A Player or other Person subject to a period of Ineligibility longer than four years may, after completing four years of the period of Ineligibility, participate as a Player in local sports competitions not approved or otherwise under the authority of FIFA, the Associations or Confederations, or any other Signatory to the Code or its member, but only so long as the local sports competition is not at a level that could otherwise qualify such Player or other Person directly or indirectly to compete in (or accumulate points towards) a national championship or International Competition, and does not involve the Player or other Person working in any capacity with Protected Persons.

A Player or other Person subject to a period of Ineligibility shall remain subject to Testing and any possible requirement by FIFA or other Anti-Doping Organisation to provide whereabouts information.

#### 2.

#### **Return to training**

As an exception to art. 30 par. 1, a Player may return to train with a team or to use the facilities of a club or other member organisation of a FIFA Member Association or any other Signatory to the Code during the shorter of: (1) the last two months of the Player's period of Ineligibility, or (2) the last one quarter of the period of Ineligibility imposed.



#### Violation of the prohibition of participation during Ineligibility or Provisional Suspension

Where a Player or other Person who has been declared ineligible violates the prohibition against participation during Ineligibility as described in art. 30 par. 1, the results of such participation shall be Disqualified and a new period of Ineligibility equal in length up to the original period of Ineligibility shall be added to the end of the original period of Ineligibility. The new period of Ineligibility, including a reprimand and no period of Ineligibility, may be adjusted based on the Player or other Person's degree of Fault and other circumstances of the case. The determination of whether a Player or other Person has violated the prohibition against participation, and whether an adjustment is appropriate, shall be made by FIFA or the Anti-Doping Organisation whose Results Management led to the imposition of the initial period of Ineligibility. This decision may be appealed as provided in these Regulations.

A Player or other Person who violates the prohibition against participation during a Provisional Suspension described in this article shall receive no credit for any period of Provisional Suspension served and the results of such participation shall be Disqualified. Where a Player Support Person or other Person assists a Person in violating the prohibition against participation during Ineligibility or a Provisional Suspension, FIFA shall impose sanctions for a violation of art. 14 (Complicity or Attempted Complicity by a Player or other Person) for such assistance.

#### 4.

**Withholding of financial support during Ineligibility** In addition, for any anti-doping rule violation not involving a reduced sanction as described in art. 22 (Elimination of the period of Ineligibility where there is No Fault or Negligence) or art. 23 (Reduction of the period of Ineligibility based on No Significant Fault or Negligence), some or all sport-related financial support or other sport-related benefits received by such Person will be withheld by FIFA, its Member Associations or the Confederations.

# **31** Automatic publication of sanction

A mandatory part of each sanction shall include automatic publication (Public Disclosure), as provided in art. 71 (Public Disclosure).



# **32** Target Testing of the team

Where more than one member of a team has been notified of an antidoping rule violation under Section 3 of chapter IX (Results Management) in connection with a Competition, the ruling body for the Competition shall conduct appropriate Target Testing of the team during the Competition Period.

# **33** Sanction on the club or Association

#### 1.

If a Member Association's NADO is declared to be non-compliant according to the International Standard for Code Compliance by Signatories, the FIFA Disciplinary Committee shall recognise the effects of the asserted noncompliance and apply them to the relevant Member Association, including but not limited to the possibility of excluding all or some members of that Member Association from specified future Competitions or all Competitions conducted within a specified period of time in line with the International Standard for Code Compliance by Signatories.

#### 2.

If more than two members of a team are found to have committed an antidoping rule violation during a Competition Period, the FIFA Disciplinary Committee, if FIFA is the ruling body, or otherwise the Association concerned, shall impose an appropriate sanction on the team and on the Association or club to which the members of the team belong in addition to any consequences imposed upon the individual Player(s) committing the anti-doping rule violation.

#### 3.

The sanctions provided for under the FIFA Disciplinary Code in force are applicable.







Where it is asserted that an anti-doping rule has been violated in connection with any test conducted by FIFA, the chairman of the FIFA Disciplinary Committee shall be responsible for imposing the relevant Provisional Suspension.

#### 2.

For the purposes of this chapter, references hereafter to the chairman of the FIFA Disciplinary Committee shall, where appropriate, be understood as meaning the relevant Person or body of the Association, and references to the Player shall, where appropriate, be understood as meaning any Player Support Personnel or other Person.

# **35** Mandatory Provisional Suspension

#### 1.

When an Adverse Analytical Finding or Adverse Passport Finding (upon the completion of the Adverse Passport Finding review process) is received for a Prohibited Substance or a Prohibited Method, other than a Specified Substance or Specified Method, a Provisional Suspension shall be imposed promptly upon or after the review and notification required under art. 53 (Initial review regarding Adverse Analytical/Atypical Findings and notification).

#### 2.

The mandatory Provisional Suspension may be eliminated if (i) the Player demonstrates to the FIFA Disciplinary Committee that the violation is likely to have involved a Contaminated Product, or (ii) the violation involves a Substance of Abuse and the Player establishes entitlement to a reduced period of Ineligibility under art. 20 par. 4 of these Regulations. The FIFA Disciplinary Committee's decision not to eliminate a mandatory Provisional Suspension on account of the Player's assertion regarding a Contaminated Product shall not be appealable.

#### 3.

A mandatory Provisional Suspension may not be imposed unless the Player or other Person is given: (a) an opportunity for a Provisional Hearing, either



before imposition of the mandatory Provisional Suspension or on a timely basis after imposition of the mandatory Provisional Suspension; or (b) an opportunity for an expedited hearing in accordance with art. 64 (Right to a fair hearing) on a timely basis after imposition of a mandatory Provisional Suspension. The imposition of a mandatory Provisional Suspension, or the decision not to impose a mandatory Provisional Suspension, may be appealed in an expedited process in accordance with art. 77 (Appeals against decisions regarding anti-doping rule violations, Consequences, Provisional Suspensions, implementation of decisions and authority).

#### 4.

A mandatory Provisional Suspension shall start on the date on which it is notified (or deemed to be notified) by the FIFA Disciplinary Committee to the Player or other Person and shall end with the final decision of the FIFA Disciplinary Committee, unless earlier lifted in accordance with the rules under this section. However, the period of the mandatory Provisional Suspension shall not exceed the maximum length of the period of Ineligibility that may be imposed on the Player or other Person based on the relevant anti-doping rule violation(s).

#### **36** Optional Provisional Suspension based on an Adverse Analytical Finding for Specified Substances, Specified Methods, Contaminated Products, or other anti-doping rule violations

#### 1.

In the case of an Adverse Analytical Finding for a Specified Substance, Specified Method, Contaminated Products or other anti-doping rule violations not covered by art. 35, a Provisional Suspension may be imposed prior to analysis of the Player's "B" Sample or final hearing as described in art. 64 (Right to a fair hearing).

#### 2.

A Provisional Suspension may not be imposed unless the Player or other Person is given: (a) an opportunity for a Provisional Hearing, either before imposition of the Provisional Suspension or on a timely basis after imposition of the Provisional Suspension; or (b) an opportunity for an expedited hearing in accordance with art. 64 (Right to a fair hearing) on a timely basis after imposition of a Provisional Suspension. The imposition of a Provisional Suspension, or the decision not to impose a Provisional Suspension, may be appealed in an expedited process in accordance with



art. 77 (Appeals against decisions regarding anti-doping rule violations, Consequences, Provisional Suspensions, implementation of decisions and authority).

#### 3.

A Provisional Suspension shall start on the date on which it is notified (or deemed to be notified) by the FIFA Disciplinary Committee to the Player or other Person and shall end with the final decision of the FIFA Disciplinary Committee, unless earlier lifted in accordance with the rules under this section. However, the period of the Provisional Suspension shall not exceed the maximum length of the period of Ineligibility that may be imposed on the Player or other Person based on the relevant anti-doping rule violation(s).

### **37** Voluntary acceptance of Provisional Suspension

#### 1.

Players may, on their own initiative, voluntarily accept a Provisional Suspension if done so prior to the later of: (i) the expiration of ten days from the report of the "B" Sample (or waiver of the "B" Sample) or ten days from the notice of any other anti-doping rule violation, or (ii) the date on which the Player first competes after such report or notice.

Other Persons on their own initiative may voluntarily accept a Provisional Suspension if done so within ten days from the notice of the anti-doping rule violation.

Upon such voluntary acceptance, the Provisional Suspension shall have the full effect and be treated in the same manner as if the Provisional Suspension had been imposed under art. 35 or art. 36 of these Regulations provided, however, at any time after voluntarily accepting a Provisional Suspension, the Player or other Person may withdraw such acceptance, in which event the Player or other Person shall not receive any credit for time previously served during the Provisional Suspension.

#### 2.

The Player or other Person may accept a voluntary Provisional Suspension provided that this is confirmed in writing to the FIFA Disciplinary Committee.





A voluntary Provisional Suspension shall be effective only from the date of receipt of the Player's or other Person's written confirmation of such by FIFA. Therefore, the Association concerned has to promptly submit a copy of the Player's or other Person's voluntary acceptance of a Provisional Suspension if it was addressed to the relevant Person or body of the Association.

## **38** Notification

#### 1.

A Player or other Person who has been Provisionally Suspended, or whose Provisional Suspension has been lifted, shall be notified immediately, as set forth in the International Standard for Results Management, the FIFA Disciplinary Code and in these Regulations.

#### 2.

In any case where an Association imposes or declines to impose a Provisional Suspension or a Player or other Person accepts a voluntary suspension, the Association shall inform the FIFA Disciplinary Committee of this fact immediately.

# **39** "B" Sample proves negative

#### 1.

If a Provisional Suspension is imposed based on an "A" Sample Adverse Analytical Finding and a subsequent "B" Sample analysis (if requested by the Player or FIFA) does not confirm the "A" Sample analysis, then the Player shall not be subject to any further Provisional Suspension on account of a violation of art. 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample).

#### 2.

In circumstances where the Player or team has been removed from a Competition based on a violation of art. 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample) and the subsequent "B" Sample analysis does not confirm the "A" Sample finding,





where, without otherwise affecting the Competition, it is still possible for the Player or team to be reinstated, the Player or team may continue to take part in the Competition.

#### 3.

With reference to par. 2, in any other case where a reinstatement affects the Competition, the Player or team shall not continue to take part in the Competition and shall not make any claim for damages or compensation.



## **40** Statute of limitations

No anti-doping rule violation proceeding may be commenced against a Player or other Person unless he has been notified of the anti-doping rule violation as provided in these Regulations, or notification has been reasonably Attempted, within ten years of the date the violation is asserted to have occurred.



#### SECOND TITLE: TESTING AND PROCEDURAL RULES

**Section 1: Testing** 

# **41** General rules for Testing

#### 1.

Under these Regulations, every Player may be subject to In-Competition Testing at the Matches in which he competes and to Out-of-Competition Testing at any time and place by FIFA or the relevant Association. Testing shall include, but shall not be limited to, urine tests and blood tests.

#### 2.

Within its jurisdiction, FIFA may delegate Testing under these Regulations to any Association, Confederation, WADA, governmental agency, NADO or Delegated Third Party that it deems to be suitably qualified for the purpose. In this case, reference to the FIFA Anti-Doping Unit or the FIFA Doping Control Officer shall, where appropriate, be understood as meaning the mandated party or Person. Irrespective of the foregoing, the overall responsibility remains with FIFA.

#### 3.

Only a single organisation shall have the authority to conduct In-Competition Testing.

- a) At International Competitions, FIFA or another international organisation that is the ruling body for the Match/Competition shall have authority to conduct Testing.
- b) At National Competitions, the designated NADO of that country shall have authority to conduct Testing.
- c) If an Anti-Doping Organisation is not responsible for initiating and directing Testing at a Competition, but would otherwise have Testing authority and desires to conduct Testing of Players at the Competition Venues during the Competition Period, it shall first contact FIFA or the other ruling body of the Match/Competition to obtain the appropriate permission. If the Anti-Doping Organisation is not satisfied with the response of FIFA or the other ruling body, it may ask WADA for permission to conduct Testing and to determine how to coordinate such Testing. WADA shall not grant any such approval before it has



consulted with and informed FIFA or the other ruling body for the Match/Competition. WADA's decision shall be final and not subject to appeal. Unless otherwise provided in the authorisation to conduct Testing, such tests shall be considered Out-of-Competition tests. Results Management for any such test shall be the responsibility of the Anti-Doping Organisation initiating the test, unless provided otherwise in the rules of the ruling body of the Match/Competition.

#### 4.

In addition to FIFA and the relevant Association, the following organisations shall be responsible for initiating and directing Out-of-Competition Testing:

- a) the IOC in connection with the Olympic Games;
- b) the NADO of the country or territory of which the Player is a national or resident and/or in which the Player is present;

#### 5.

WADA shall have In-Competition and Out-of-Competition Testing authority as set out in article 20.7.10 of the Code.

#### 6.

Testing of individual Players shall be performed in line with the International Standard for Testing and Investigations. Testing shall be performed with no advance notice. For In-Competition Testing, place holder selection may be known in advance, but shall not be revealed to the Player until notification.

# **42** Test distribution plan

#### 1.

The FIFA Anti-Doping Unit shall develop a test distribution plan for efficient and effective In-Competition and Out-of-Competition Testing for all Players over whom FIFA has jurisdiction, including but not limited to Players in the FIFA IRTP.

#### 2.

In developing the test distribution plan, the FIFA Anti-Doping Unit shall consider the risk of doping in football based on:





- a) the FIFA Doping Control database on positive tests and the respective substances detected;
- b) the WADA statistics;
- c) which Prohibited Substances and/or Prohibited Methods a Player would consider most likely to enhance performance in football;
- d) the history of doping in football as well as the outcomes of previous test distribution planning cycles including past Testing strategies;
- e) the Competition calendar, including seasonal breaks which enables identification of the time(s) during the year the Player would be most likely to benefit from Prohibited Substances and/or Prohibited Methods;
- f) the number of Players;
- g) the physical and other demands of football;
- h) available statistics and research on doping trends;
- information received/intelligence developed on possible doping practices in football (e.g. laboratory recommendations; reports; Player testimony; information from criminal investigations);
- j) at what points during a Player's career he would be most likely to benefit from Prohibited Substances and/or Prohibited Methods;
- k) the rewards and/or potential incentives for doping available at different levels of football and the nations participating in football.

The FIFA Anti-Doping Unit shall also take the anti-doping activities of the Member Associations and Confederations and the strength of the national anti-doping programme of the particular nation into account. The plan shall be updated, if necessary, on the basis of this regular review, particularly with regard to the relative merits of Out-of-Competition and In-Competition Testing in football.

#### 4.

The timing of Testing and the number of Sample collections shall be determined by the type of Sample collection, including Out-of-Competition,



In-Competition, blood and urine Sample collection, in order to ensure optimum deterrence and detection of doping in football.

#### 5.

Player Support Personnel and/or any other Person with a conflict of interest shall not be involved in test distribution planning for their Players or in the process of selecting Players for Testing.

#### 6.

The FIFA Anti-Doping Unit shall maintain a record of test distribution planning data in order to coordinate Testing activities with other Anti-Doping Organisations.

#### 7.

The Chain of Custody of the Samples shall ensure that Samples and the respective documentation forms arrive together at the laboratory.

# **43** Selection of Players for Testing

#### 1.

In implementing the test distribution plan, the FIFA Anti-Doping Unit shall select Players for Sample collection using random selection methods and Target Testing, as applicable, in line with the International Standard for Testing and Investigations. Following the respective risk assessment, Target Testing shall be prioritised, where possible and reasonable.

#### 2.

Target Testing shall be based on an intelligent assessment of the risks of doping and the most effective use of resources to ensure optimum detection and deterrence. Target Testing shall be a priority, i.e. a significant amount of the Testing undertaken as part of FIFA's test distribution plan shall be Target Testing of Players within its overall pool. If more than one Player in a team has been tested positive, Target Testing shall be performed on all Players in the team. For individual Players, Target Testing may be performed as a consequence of behaviour indicating doping, abnormal biological parameters (blood parameters, steroid profiles, etc.), injury, repeated failure to meet whereabouts requirements, Player test history and when a Player is reinstated after a period of Ineligibility.





Testing that is not Target Testing shall be determined by random selection in accordance with the International Standard for Testing and Investigation. In-Competition, the FIFA Doping Control Officer shall be authorised to select additional Players for Sample collection, e.g. for behaviour indicating doping. Out-of-Competition, the FIFA Doping Control Officer shall follow the instructions for the selection of the Player(s) as given on the respective authorisation form by the FIFA Anti-Doping Unit.

### **44** Sample collection personnel: FIFA Doping Control Officers, assistants, Chaperones

#### 1.

The FIFA Anti-Doping Unit shall designate an accredited FIFA Doping Control Officer to carry out In-Competition tests at the Matches in question and for Out-of-Competition doping tests as defined in the test distribution plan.

#### 2.

The FIFA Doping Control Officer must have undergone specific training as a FIFA Doping Control Officer. He shall be responsible for the entire doping test procedure, including blood sampling and the immediate dispatch of urine Samples to the relevant laboratory and of copies of the forms to FIFA. FIFA shall provide him with the material required to carry out the tests.

#### 3.

The FIFA Anti-Doping Unit may also appoint one or several assistants to the FIFA Doping Control Officer, if necessary, e.g. in the case of double headers. Furthermore, the FIFA Doping Control Officer may be supported by Chaperones.

#### 4.

The FIFA Doping Control Officer may delegate the urine sampling procedure or parts thereof to his assistant. The blood sampling procedure may not be delegated unless the assistant is a doctor. Nevertheless, if national legislation allows professionals other than doctors to collect Samples of bodily fluids (with all consequences including medical confidentiality according to medical ethics and the Hippocratic Oath), an exception may be made regarding the assistant by the FIFA Anti-Doping Unit. In the case of delegation, reference to the FIFA Doping Control Officer shall, where appropriate, be understood as meaning the assistant.





All other Sample collection personnel, in addition to the FIFA Doping Control Officer, shall have been trained for their assigned responsibilities, shall not have a conflict of interest in the outcome of the Sample collection for which they are appointed and shall not be Minors.

#### 6.

All Sample collection personnel shall have official identification that is provided either by FIFA or the FIFA-authorised Anti-Doping Organisation/ relevant competent body. The minimum identification requirement is official documentation naming FIFA or the FIFA-authorised Anti-Doping Organisation by which the Person has been authorised. In the case of FIFA Doping Control Officers, this documentation shall include their name and photograph and an expiry date.



#### Failure to comply with Doping Control

#### 1.

When any member of the Sample collection personnel becomes aware of any matters occurring before, during or after a Sample Collection Session that may lead to a determination of a failure to comply, he must inform the FIFA Doping Control Officer immediately.

#### 2.

The FIFA Doping Control Officer shall then:

- a) inform the Player or other Person of the Consequences of a possible failure to comply;
- b) complete the Player's Sample Collection Session, if possible;
- c) provide a detailed written report of any possible failure to comply to the FIFA Anti-Doping Unit.

#### 3.

The FIFA Anti-Doping Unit shall then:

a) inform the Player or other Person and WADA of the possible failure to comply in writing and grant an opportunity to respond;





- b) instigate a review of the possible failure to comply based on all relevant information and documentation and without unnecessary delay;
- c) document the evaluation process;
- d) make the final determination available to other Anti-Doping Organisations in accordance with section 4 of chapter X (Confidentiality and reporting).

If the FIFA Anti-Doping Unit determines that there has been a potential failure to comply, it shall:

- a) promptly notify the Player or other Person in writing of the possible Consequences, i.e. that a potential failure to comply will be investigated by the FIFA Disciplinary Committee or its equivalent at Association level and that appropriate follow-up action will be taken in accordance with these Regulations and the FIFA Disciplinary Code;
- b) notify the FIFA Disciplinary Committee of all relevant facts.

#### 5.

Any additional necessary information about the potential failure to comply shall be obtained from all relevant sources, including the Player or other Person, as soon as possible and recorded.

#### 6.

The FIFA Disciplinary Committee shall investigate the potential failure to comply and take appropriate follow-up action in accordance with these Regulations and the FIFA Disciplinary Code.

#### 7.

The FIFA Anti-Doping Unit shall establish a system for ensuring that the outcomes of its reviews into the potential failure to comply are considered for the purposes of Results Management and, if applicable, for further planning and Target Testing.



# **46** Whereabouts information

The provisions to be respected by the Players governing whereabouts information are set forth under Annexe C of these Regulations.

#### **Section 2: Analysis of Samples**

### **47** Use of accredited, approved and other laboratories

#### 1.

For the purpose of directly establishing an Adverse Analytical Finding under art. 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample), analysis of the Samples shall be carried out in WADAaccredited laboratories or laboratories otherwise approved by WADA (see Annexe F). The choice of the WADA accredited or WADA approved laboratory used for the Sample analysis shall be determined exclusively by the FIFA Anti- Doping Unit.

Facts related to anti-doping rule violations may be established by any reliable means. This would include, for example, reliable laboratory or other forensic testing not conducted in WADA-accredited or approved laboratories.

#### 2.

Samples and related analytical data or Doping Control information shall be analysed to detect Prohibited Substances and Prohibited Methods identified on the Prohibited List and other substances as may be directed by WADA pursuant to its monitoring programme; or to assist FIFA in profiling relevant parameters in a Player's urine, blood or other matrix, including for DNA or genomic profiling; or for any other legitimate anti- doping purpose.

#### 3.

Samples, related analytical data and Doping Control information may be used for anti-doping research purposes, although no Sample may be used for research without the Player's written consent. Moreover, Samples and related analytical data or Doping Control information used for research purposes shall first be processed in such a manner as to prevent Samples and related analytical data or Doping Control information being traced back to a particular Player. Any research involving Samples and related





analytical data or Doping Control information shall adhere to the principles set out in article 19 of the Code.

# **48** Standards for Sample analysis and reporting

#### 1.

Laboratories shall analyse Samples and report results in conformity with the International Standard for Laboratories. The head of the laboratory shall send the test results immediately by encrypted email to the FIFA Anti-Doping Unit.

#### 2.

The FIFA Anti-Doping Unit may request that laboratories analyse its Samples using more extensive menus than those described in the Technical Document of WADA.

#### 3.

The FIFA Anti-Doping Unit may request that laboratories analyse its Samples using less extensive menus than those described in the Technical Document of WADA only if the FIFA Anti-Doping Unit has satisfied WADA that, because of the particular circumstances as set out in a test distribution plan, less extensive analysis would be appropriate.

#### 4.

Laboratories may, at their own initiative and expense, analyse Samples for Prohibited Substances or Prohibited Methods not included on the standard Sample analysis menu. If additional analyses not included on the standard sample analysis menu are requested by FIFA, FIFA shall bear the respective costs. Results from any such analysis shall be reported to FIFA and have the same validity and Consequences as any other analytical result.

### **19** Further analysis of Samples

Any Sample may be stored and subjected to further analysis for the purpose of detection of Prohibited Substances and/or Prohibited Methods and other substances as described in this chapter prior to FIFA notifying a Player that the Sample is the basis for an anti-doping rule violation charge. If after such notification FIFA wishes to conduct an additional analysis of that



Sample, it may do so only with the consent of the Player or the approval of a hearing body. Other circumstances and conditions for further analysis of Samples shall conform to the requirements of the International Standard for Laboratories and the International Standard for Testing and Investigations.

# 50 Property

All Samples provided by Players in Doping Controls conducted under the responsibility of FIFA shall immediately become the property of FIFA.

# 51 Guidance

If, at any stage, any question or issue arises concerning the analysis or interpretation of the results of a Sample, the Person responsible for the analysis at the laboratory may consult the FIFA Anti-Doping Unit for guidance.

#### **Section 3: Results Management**



#### 1.

FIFA's Results Management process is set forth below and in the International Standard for Results Management.

#### 2.

In the case of a Player tested by FIFA or where a Player has to file whereabouts information pursuant to Annexe C of these Regulations to FIFA, the Results Management process shall be conducted by the FIFA Anti-Doping Unit as the Results Management authority. In all other cases, it shall be conducted by the relevant Person or body of the Player's Association. Requests for assistance in conducting, or information about, the Results Management process may be made to the FIFA Anti-Doping Unit at any time.

#### 3.

For the purposes of this chapter, references hereafter to the FIFA Anti-Doping Unit shall, where appropriate, be understood as meaning the



relevant Person or body of the Association and references to the Player shall, where appropriate, be understood as meaning any Player Support Personnel or other Person.

### 53

#### Initial review regarding Adverse Analytical/Atypical Findings and notification

1.

Upon receipt of an Adverse Analytical or an Atypical Finding in an "A" Sample, the FIFA Anti-Doping Unit shall conduct a review to determine whether:

- a) an applicable TUE has been granted or will be granted to the Player for the Prohibited Substance;
- b) there is any apparent departure from the International Standard for Laboratories, the International Standard for Testing and Investigations or other applicable provision in these Regulations that caused the Adverse Analytical Finding/Atypical Finding such as to undermine the validity of the finding.
- c) it is apparent that the Adverse Analytical Finding or Atypical Finding was caused by ingestion of the relevant Prohibited Substance through a permitted route.

#### 2.

If the initial review of an Adverse Analytical Finding does not reveal an applicable TUE or entitlement to a TUE or departure from the International Standards that caused the Adverse Analytical Finding or ingestion through a permitted route, the FIFA Anti-Doping Unit shall at once confidentially notify the Player, the FIFA Disciplinary Committee, the Player's Association, the Player's Confederation, the NADO with testing authority over the Player and/or club and WADA, in the manner set forth under this article.

#### 3.

If the initial review of an Atypical Finding does not reveal an applicable TUE or an apparent departure from the International Standards that caused the Atypical Finding or ingestion through a permitted route, the FIFA Anti-Doping Unit shall conduct the required investigation. If, after the investigation has been completed, the FIFA Anti-Doping Unit decides to





bring forward the Atypical Finding as an Adverse Analytical Finding, the Player (in the manner provided below), his club, the Confederation, the Association concerned, the NADO with testing authority over the Player and WADA shall be notified in the manner set forth under this article.

#### 4.

If, at any point during the Results Management process up until the charge, the FIFA Anti-Doping Unit decides not to move forward with a matter, it must notify the Player or other Person (provided the Player or other Person has already been informed of the ongoing Results Management) and give notice (with reasons) to the Anti-Doping Organisation(s) with a right of appeal under art. 77 par. 3 (Persons entitled to appeal).

#### 5.

In the case of an Adverse Analytical Finding, the Player shall be promptly notified of the following (see art. 62 (Addressees of decisions and other documents) and chapter X section 4 (Confidentiality and reporting)):

- a) the Adverse Analytical Finding;
- b) the fact that the Adverse Analytical Finding may result in an antidoping rule violation of art. 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample) and/or 7 (Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method) and the applicable Consequences;
- c) his right to promptly request the analysis of the "B" Sample and, failing such request within the time limit set by these Regulations, of the fact that the "B" Sample analysis may be deemed irrevocably waived. The Player shall be advised at the same time that, if the "B" Sample analysis is requested, all related laboratory costs shall be borne by the Player, unless the "B" Sample fails to confirm the "A" Sample, in which case the costs shall be borne by FIFA;
- d) the fact that analysis of the "B" Sample may be conducted at the request of FIFA regardless of the Player's decision in this respect;
- e) the scheduled date, time and place for the "B" Sample analysis if the Player or FIFA chooses to request an analysis of the "B" Sample. These items may also be promptly communicated in a subsequent letter after the Player (or FIFA) has requested the "B" Sample analysis;



- f) the opportunity for the Player and/or the Player's representative to attend the "B" Sample opening and analysis in accordance with the International Standard for Laboratories;
- g) the Player's right to request copies of the "A" Sample laboratory documentation package, which includes information as required by the International Standard for Laboratories.
- h) the fact that the case will be handed over to the FIFA Disciplinary Committee for further evaluation of the case;
- i) that the Player will be informed by the FIFA Disciplinary Committee about his opportunity to provide an explanation within a short deadline;
- j) that the Player has an opportunity to provide Substantial Assistance, admit the anti-doping rule violation and potentially benefit from a one-year reduction in the period of Ineligibility as set out in art. 24 (Elimination, reduction, or suspension of period of Ineligibility or other consequences for reasons other than Fault) or to seek to enter into a case resolution agreement;
- k) any matters relating to a Provisional Suspension (including the possibility for the Player to accept a voluntary suspension as set out in art. 37 (Voluntary acceptance of Provisional Suspension).

Notice of an Atypical Finding will not be provided before completion of the investigation under this article and before the decision as to whether to bring forward the Atypical Finding as an Adverse Analytical Finding unless one of the following circumstances exists:

- a) If the FIFA Anti-Doping Unit determines that the "B" Sample should be analysed prior to the conclusion of its investigation under art. 53 par. 4, the FIFA Anti-Doping Unit may conduct the "B" Sample analysis after notifying the Player accordingly, such notice to include a description of the Atypical Finding and the information described in art. 53 par. 4 c) to j).
- b) If FIFA receives a request, either from a Major Event Organisation shortly before one of its international events or from a sports organisation responsible for meeting an imminent deadline for selecting team members for an international event, to disclose whether



any Player identified on a list provided by the Major Event Organisation or sports organisation has a pending Atypical Finding, FIFA shall so identify any such Player after first providing notice of the Atypical Finding to the Player; or if the Atypical Finding is, in the opinion of qualified medical or expert personnel, likely to be connected to a serious pathology that requires urgent medical attention.

### **54** Analysis of the "B" Sample in Adverse Analytical Findings

#### 1.

The Player has the right to request the analysis of the "B" Sample, within 12 (In-Competition)/48 (Out-of-Competition) hours of being notified. The request of the analysis of the "B" Sample has no impact on a Provisional Suspension of the Player.

If the Player requests the "B" Sample analysis but claims that he and/or his representative will not be available on the scheduled date, the FIFA Anti-Doping Unit shall liaise with the laboratory and propose at least two alternative dates.

#### 2.

A Player may accept an "A" Sample analytical result by waiving his right to the "B" Sample analysis. The FIFA Anti-Doping Unit may, however, request the analysis of the "B" Sample at any time if it believes that such analysis will be relevant for consideration of the Player's case.

#### 3.

The FIFA Anti-Doping Unit shall communicate the request for analysis of the "B" Sample immediately to the head of the laboratory where the "B" Sample is being kept. The analysis of the "B" Sample should be carried out within 48 hours of FIFA's request or as soon as possible.

- a) The laboratory is required to be ready to perform the "B" Sample analysis within this time frame, as laid down in the agreement between FIFA and the respective laboratory prior to the Match/Competition where controls are being conducted;
- b) If the laboratory is unable to perform the "B" Sample analysis within this time frame for technical or logistical reasons, the analysis shall take place at the next available date for the laboratory. This shall



not be considered as a deviation from the International Standard for Laboratories susceptible to invalidate the analytical procedure and analytical results. No other reason shall be accepted for changing the date of the "B" Sample analysis.

#### 4

The Player and/or his representative shall be allowed to be present at the opening of the "B" Sample analysis and to attend the analysis throughout. A representative of the Player's Association or club may also be present and attend throughout, as may a representative of FIFA.

If the Player and his representative claim not to be available on the alternative dates proposed, the FIFA Anti-Doping Unit shall instruct the laboratory to proceed regardless and appoint an Independent Witness to verify that the "B" Sample container shows no signs of Tampering and that the identifying numbers match those on the collection documentation.

#### 5.

The results of the "B" Sample analysis shall be sent immediately by encrypted email to the FIFA Anti-Doping Unit. If the results of the "B" Sample confirm the results of the "A" Sample analysis, the Player shall be promptly notified of such results and be provided with an opportunity to give an explanation or supplement his explanations within a short deadline. The Player shall also be afforded the possibility to admit the anti-doping rule violation in order to potentially benefit from a one-year reduction in the period of Ineligibility under art. 24 par. 4 (Results Management agreement), if applicable, and/or to voluntarily accept a Provisional Suspension as per art. 37 (Voluntary acceptance of Provisional Suspension). Any communication provided to the Player shall simultaneously be provided to the Player's NADO, Association and WADA.

#### 55 Review of Atypical Passport Findings and Adverse Passport Findings

A review of Atypical Passport Findings and Adverse Passport Findings shall take place as provided in Annexe C to the International Standard for Results Management. At such time as FIFA is satisfied that an anti-doping rule violation has occurred, it shall promptly give the Player (and simultaneously the Player's NADO, Association and WADA) notice of the anti-doping rule violation asserted and the basis of that assertion.



## **56** Review of whereabouts failures

FIFA shall review potential filing failures and missed tests, as defined in the International Standard for Results Management, in respect of Players who are in the FIFA IRTP and file their whereabouts information with FIFA, in accordance with Annexe B to the International Standard for Results Management. At such time as FIFA is satisfied that an anti-doping rule violation has occurred under art. 9 (Whereabouts failures), it shall promptly give the Player (and simultaneously the Player's NADO, Association and WADA) notice that it is asserting a violation of art. 9 and the basis of that assertion.

## 57

### Review of other anti-doping rule violations

#### 1.

In the case of any possible anti-doping rule violation where there is no Adverse Analytical Finding and no Atypical Finding, the FIFA Anti-Doping Unit shall conduct any investigation based on the facts of the case that it deems to be necessary.

#### 2.

At such time as the FIFA Anti-Doping Unit has reason to believe that an anti-doping rule violation might have occurred, it shall promptly notify the Player or other Person, the Player's or other Person's NADO, club and Association, the FIFA Disciplinary Committee and WADA of:

- a) the anti-doping rule that appears to have been violated and the applicable Consequences;
- b) the relevant factual circumstances upon which the allegations are based;
- c) the relevant evidence in support of those facts that the FIFA Anti-Doping Unit considers to demonstrate that the Player or other Person may have committed (an) anti-doping rule violation(s);
- d) the fact that the case will be handed over to the FIFA Disciplinary Committee for further evaluation of the case;



- e) the fact that the Player or other Person will be informed by the FIFA Disciplinary Committee about his opportunity to provide an explanation within a short deadline;
- f) the opportunity for the Player or other Person to provide Substantial Assistance, admit the anti-doping rule violation and potentially benefit from a one-year reduction in the period of Ineligibility as set out in art. 24 (Elimination, reduction, or suspension of period of Ineligibility or other consequences for reasons other than Fault) or to seek to enter into a case resolution agreement;
- g) any matters relating to Provisional Suspension (including the possibility for the Player or other Person to accept a voluntary Provisional Suspension as per art. 37 (Voluntary acceptance of Provisional Suspension).

# **58** Letter of charge

#### 1.

If, after receipt of the Player's or other Person's explanation or expiry of the deadline to provide such explanation, the FIFA Disciplinary Committee is (still) satisfied that the Player or other Person has committed (an) antidoping rule violation(s), the FIFA Disciplinary Committee shall promptly charge the Player or other Person with the anti-doping rule violation(s) they are asserted to have breached. In this letter of charge, the FIFA Disciplinary Committee shall:

- a) set out the provision(s) of its anti-doping rules asserted to have been violated by the Player or other Person;
- b) provide a detailed summary of the relevant facts upon which the assertion is based, enclosing any additional underlying evidence not already provided in the notification under art. 53 (Initial review regarding Adverse Analytical/Atypical Findings and notification);
- c) indicate the specific Consequence(s) being sought in the event that the asserted anti-doping rule violation(s) is/are upheld and that such Consequence(s) shall have a binding effect on all Confederations and Member Associations, as well as all Signatories to the Code in all sports and countries;



- d) grant a deadline of 20 days from receipt of the letter of charge (which may be extended in exceptional cases) to the Player or other Person to admit the anti-doping rule violation asserted and to accept the proposed Consequences by signing, dating and returning an acceptance of Consequences form, which shall be enclosed with the letter;
- e) in the event that the Player or other Person does not accept the proposed Consequence(s), it shall grant a deadline of 20 days from receipt of the letter of charge (which may be extended in exceptional cases) to challenge in writing the FIFA Disciplinary Committee's assertion of an anti-doping rule violation and/or proposed Consequence(s) and/or make a written request for a hearing before the relevant hearing panel;
- f) indicate that if the Player or other Person does not challenge the FIFA Disciplinary Committee's assertion of an anti-doping rule violation or proposed Consequence(s) nor request a hearing within the prescribed deadline, the FIFA Disciplinary Committee shall be entitled to deem that the Player or other Person has waived his right to a hearing and be entitled to issue a decision based on the evidence on file;
- g) indicate that the Player or other Person may be able to obtain a suspension of the Consequence(s) if he provides Substantial Assistance under art. 24 par. 1 (Substantial Assistance in discovering or establishing Code violations), may admit the anti-doping rule violation(s) within 20 days from receipt of the letter of charge and potentially benefit from a one-year reduction in the period of Ineligibility under art. 24 par. 4 (Results Management agreement) (if applicable) and/or seek to enter into a case resolution agreement by admitting the anti-doping rule violation(s) under art. 24 par. 5 (Case resolution agreement);
- h) set out any matters relating to Provisional Suspension.

The letter of charge notified to the Player or other Person shall simultaneously be notified to the Player's or other Person's Confederation, Association, NADO and WADA.

#### 3.

In the event that the Player or other Person either (i) admits the anti doping rule violation and accepts the proposed Consequence(s) or (ii) is deemed to have admitted the violation and accepted the Consequence(s), the FIFA Disciplinary Committee shall promptly issue the decision and notify it to the





Player or other Person and to other Persons with a right to appeal as set out in art. 77 (Appeals against decisions regarding anti-doping rule violations, Consequences, Provisional Suspensions, implementation of decisions and authority).

### **59**

### Retirement from sport

1.

If a Player or other Person retires while FIFA is conducting the Results Management process, FIFA retains the authority to complete its Results Management process.

#### 2.

If a Player or other Person retires before any Results Management process has begun, and FIFA would have had Results Management authority over the Player or other Person at the time the Player or other Person committed an anti-doping rule violation, FIFA has the authority to conduct Results Management in respect of that anti-doping rule violation.

### 60

### **Retired Players returning to Competition**

#### 1.

If an International- or National-Level Player in a Registered Testing Pool retires and then wishes to return to active participation in sport, the Player shall not compete in International Competitions or National Competitions until the Player has made himself available for Testing, by giving six months' prior written notice to FIFA and his NADO. WADA, in consultation with FIFA and the relevant NADO, may grant an exemption to the six-month written notice rule where the strict application of that rule would be unfair to a Player. This decision may be appealed under art. 77 (Appeals against decisions regarding anti-doping rule violations, Consequences, Provisional Suspensions, implementation of decisions and authority).

#### 2.

If a Player retires from sport while subject to a period of Ineligibility, the Player must notify FIFA or other Anti-Doping Organisation that imposed the period of Ineligibility in writing of such retirement. If the Player then





wishes to return to active competition in sport, the Player shall not compete in International Competitions or National Competitions until the Player has made himself available for Testing by giving six months' prior written notice (or notice equivalent to the period of Ineligibility remaining as of the date the Player retired, if that period was longer than six months) to FIFA and the Player's NADO. FIFA may grant an exemption to the six-month written notice rule where the strict application of that rule would be unfair to a Player. This decision may not be appealed.



#### **Section 1: General provisions**



#### 1.

Where it is asserted that an anti-doping rule has been violated in connection with any test conducted by FIFA, the case shall be submitted to the FIFA Disciplinary Committee. In all other cases, it shall be submitted to the relevant hearing panel of a Confederation or Association.

#### 2.

The FIFA Disciplinary Committee shall decide appropriate sanctions in compliance with these Regulations and the FIFA Disciplinary Code.

#### 3.

In the case of a Player tested by FIFA, FIFA has the exclusive right to publish the test results and the relevant measures thereof.

#### 4.

For the purpose of chapter X, references hereafter to the FIFA Disciplinary Committee shall, where appropriate, be understood as meaning the relevant hearing panel of the Association and references to the Player shall, where appropriate, be understood as meaning any Player Support Personnel or other person.

## 62 Addressees of decisions and other documents

Decisions and other documents intended for Players, clubs, Match Officials, Officials and other Persons are addressed to the Association concerned on the condition that it forwards the documents to the parties concerned without delay and that it confirms to FIFA that it has performed this step.

In the event that the documents were not also or solely sent to the party concerned, these documents are considered to have been communicated properly to the ultimate addressee the day after receipt of the document by the respective Association.





Decisions rendered pursuant to these Regulations shall include the full reasons for the decision, including the basis of jurisdiction and applicable rules, detailed factual background, the anti-doping rule violation(s) committed or Provisional Suspension imposed, the applicable Consequences and, if applicable, justification for why the maximum potential Consequences were not imposed as well as the appeal routes and deadlines to appeal for the Player or other Person. Where the decision is not in one of the four official FIFA languages (English, French, Spanish or German), the relevant hearing panel of the Association or Confederation shall provide a short summary of the decision and the supporting reasons in English, French, Spanish or German.

#### 2.

Decisions communicated by registered letter or electronic mail shall be legally binding.

#### 3.

In exceptional circumstances, the parties may be informed solely of the terms of the decision. The motivated decision will be communicated in full, written form. The time limit to lodge an appeal, where applicable, begins upon receipt of this motivated decision.

#### **Section 2: Fair hearing**

## 64 Right to a fair hearing

#### 1.

For every Player or other Person who is asserted to have committed an anti-doping rule violation, FIFA shall ensure, at a minimum, that the Player or other Person receives a fair hearing in front of the FIFA Disciplinary Committee within a reasonable period of time in accordance with these Regulations, the FIFA Disciplinary Code and the International Standard for Results Management.



Anti-doping rule violations asserted against International-Level Players, National-Level Players or other Persons may, with the consent of the Player or other Person, FIFA and WADA, be heard in a single hearing directly at CAS under CAS procedures. Nothing set out in this paragraph precludes the Player or other Person and FIFA (where it has Results Management responsibility) to waive their right to appeal by agreement. Such waiver, however, only binds the parties to such agreement and not any other entity with a right of appeal under the Code.

#### 3.

A Player or other Person against whom an anti-doping rule violation is asserted may waive a hearing expressly and accept the Consequences proposed by FIFA.

However, if the Player or other Person against whom an anti-doping rule violation is asserted fails to dispute that assertion within the deadline specified in the letter of charge sent by FIFA, then they shall be deemed to have waived a hearing.

In the above cases, a hearing before the FIFA Disciplinary Committee shall not be required. Instead, FIFA shall promptly issue a written decision that conforms with article 9 of the International Standard for Results Management and that includes the full reasons for the decision, the period of Ineligibility imposed, the Disqualification of results under art. 26 (Disqualification of results), and if applicable, a justification for why the greatest potential Consequences were not imposed.

FIFA shall notify that decision to the Player or other Person and to other Anti-Doping Organisations with a right to appeal under art. 77 par. 3 of these Regulations and shall promptly enter it in ADAMS. FIFA shall Publicly Disclose that decision in accordance with art. 71 (Public Disclosure).

### 65 Hearing principles

The FIFA Disciplinary Committee shall be fair, impartial and Operationally Independent and the hearing process shall respect the following rights of the Player or other Person:





- a) the right to be assisted by counsel and an interpreter at the Player's or other Person's own expense;
- b) the right to be informed in a fair and timely manner of the asserted anti-doping rule violation;
- c) the right to respond to the asserted anti-doping rule violation and resulting consequences;
- d) the right of access to and to present evidence, including the right to call and question witnesses;
- e) the right to a timely, written and reasoned decision, specifically including an explanation of the reason(s) for any period of Ineligibility;
- f) the right of the Player or other Person to request a public hearing.

## 66 Considerations of the FIFA Disciplinary Committee

#### 1.

At the hearing, the FIFA Disciplinary Committee shall consider first whether or not an anti-doping rule violation has been committed.

#### 2.

The FIFA Disciplinary Committee may draw an adverse inference against the Player or other Person who is asserted to have committed an anti-doping rule violation based on the Player's or other Person's refusal, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in person or by telephone or video conference as directed by the FIFA Disciplinary Committee) and to answer questions from the FIFA Disciplinary Committee.

#### 3.

If the FIFA Disciplinary Committee considers that an anti-doping rule violation has been committed, it shall consider the appropriate measures applicable under arts 20 (Ineligibility for presence, Use or Attempted Use, or Possession of a Prohibited Substance or Prohibited Method) and 21 (Ineligibility for other anti-doping rule violations) prior to the imposition of any period of Ineligibility. The Player and other Person shall have the opportunity to establish that there are specific or exceptional circumstances





in his case that justify a reduction or elimination of the sanction otherwise applicable.

#### 4.

Where no hearing occurs, the FIFA Disciplinary Committee shall consider whether an anti-doping rule violation was committed and, if so, the appropriate measures to take based on the content of the file, and render a reasoned decision explaining the actions taken.

## 67 Procedure at a Competition

The chairman of the FIFA Disciplinary Committee may expedite the procedure at a Competition. He may conduct the hearing on his own or take other measures at his discretion, especially where the resolution of an anti-doping rule violation may affect the participation of a Player in the Competition.

#### Section 3: Proof of doping

# **68** Burdens and standards of proof

#### 1.

FIFA shall have the burden of establishing that an anti-doping rule violation has occurred. The standard of proof shall be whether FIFA has established an anti-doping rule violation to the comfortable satisfaction of the FIFA Disciplinary Committee, bearing in mind the seriousness of the allegation which is made. In all cases, this standard of proof is greater than a mere balance of probability but less than proof beyond a reasonable doubt.

#### 2.

Where the Code or these Regulations place the burden of proof upon the Player or other Person alleged to have committed an anti-doping rule violation to rebut a presumption or establish specified facts or circumstances, except as provided in art. 69 par. 2 b) and c), the standard of proof shall be by a balance of probability.



## **69** Methods of establishing facts and presumptions

#### 1.

Facts related to anti-doping rule violations may be established by any reliable means, including admissions.

#### 2.

The following rules of proof shall be applicable in doping cases:

- a) Analytical methods or Decision Limits approved by WADA after consultation within the relevant scientific community or which have been the subject of peer review are presumed to be scientifically valid. Any Player or other Person seeking to challenge whether the conditions for such presumption have been met or to rebut this presumption of scientific validity shall, as a condition precedent to any such challenge, first notify WADA of the challenge and the basis of the challenge. The initial hearing body, appellate body or CAS, on its own initiative, may also inform WADA of any such challenge. Within ten days of WADA's receipt of such notice, and the case file related to such challenge, WADA shall also have the right to intervene as a party, appear as amicus curiae, or otherwise provide evidence in such proceeding. In cases before CAS, at WADA's request, the CAS panel shall appoint an appropriate scientific expert to assist the panel in its evaluation of the challenge.
- b) WADA-accredited laboratories, and other laboratories approved by WADA, are presumed to have conducted Sample analysis and custodial procedures in accordance with the International Standard for Laboratories. The Player or other Person may rebut this presumption by establishing that a departure from the International Standard for Laboratories occurred which could reasonably have caused the Adverse Analytical Finding. If the Player or other Person rebuts the preceding presumption by showing that a departure from the International Standard for Laboratories occurred which could reasonably have caused the Adverse Analytical Finding, then FIFA shall have the burden to establish that such departure did not cause the Adverse Analytical Finding.
- c) Departures from any other International Standard or other anti-doping rule or policy set forth in the Code or in these Regulations shall not



invalidate analytical results or other evidence of an anti-doping rule violation, and shall not constitute a defence to an anti-doping rule violation; provided, however, that if the Player or other Person establishes that a departure from one of the specific International Standard provisions listed below could reasonably have caused an anti-doping rule violation based on an Adverse Analytical Finding or whereabouts failure, then FIFA shall have the burden to establish that such departure did not cause the Adverse Analytical Finding or whereabouts failure:

- i. a departure from the International Standard for Testing and Investigations related to Sample collection or Sample handling which could reasonably have caused an anti-doping rule violation based on an Adverse Analytical Finding, in which case FIFA shall have the burden to establish that such departure did not cause the Adverse Analytical Finding;
- a departure from the International Standard for Results Management or International Standard for Testing and Investigations related to Adverse Passport Findings which could reasonably have caused an anti-doping rule violation, in which case FIFA shall have the burden to establish that such departure did not cause the anti-doping rule violation;
- iii. a departure from the International Standard for Results Management related to the requirement to provide notice to the Player of the "B" Sample opening which could reasonably have caused an anti-doping rule violation based on an Adverse Analytical Finding, in which case FIFA shall have the burden to establish that such departure did not cause the Adverse Analytical Finding;
- iv. a departure from the International Standard for Results Management related to Player notification which could reasonably have caused an anti-doping rule violation based on a whereabouts failure, in which case FIFA shall have the burden to establish that such departure did not cause the whereabouts failure
- d) The facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction which is not the subject of a pending appeal shall be irrebuttable evidence against the Player or other Person to whom the decision pertained of those facts unless the Player or other Person establishes that the decision violated principles of natural justice.



TABLE OF CONTENTS FIFA ANTI-DOPING REGULATIONS e) The hearing panel in a hearing on an anti-doping rule violation may draw an inference adverse to the Player or other Person who is asserted to have committed an anti-doping rule violation based on the Player's or other Person's refusal, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in person or via video conference as directed by the hearing panel) and to answer questions from the hearing panel or FIFA.

#### Section 4: Confidentiality and reporting

### **70** Information concerning asserted anti-doping rule violations

#### 1.

The Player or other Person shall be notified of an anti-doping rule violation asserted against him as provided in section 3 of chapter IX (Results Management).

#### 2.

FIFA or the Anti-Doping Organisation that is responsible for managing the results shall notify the Player's Association, NADO, FIFA and WADA by no later than completion of the process described under arts 53 (Initial review regarding Adverse Analytical/Atypical Findings and notification), 55 (Review of Atypical Passport Findings and Adverse Passport Findings), 56 (Review of whereabouts failures) and 57 (Review of other anti-doping rule violations), simultaneously with the notification of the Player or other Person.

#### 3.

Notification of an anti-doping rule violation shall include: the Player's or other Person's name, country, sport, club, the Player's competitive level, whether the test was In-Competition or Out-of-Competition, the date of Sample collection, the analytical result reported by the laboratory, and other information as required by the International Standard for Testing and Investigations and the International Standard for Results Management or, for anti-doping rule violations other than art. 6 (Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample), the rule violated and the basis of the asserted violation.

#### 4.

Except with respect to investigations which have not resulted in a notice of an anti-doping rule violation as described above, the same Persons and



Anti-Doping Organisations shall be regularly updated on the status and findings of any review or proceedings conducted pursuant to section 3 of chapter IX (Results Management), chapter VII (Provisional Suspension), sections 2 and 6 of chapter X (Fair hearing and Appeals respectively) and shall be provided with a prompt written reasoned explanation or decision explaining the resolution of the matter.

#### 5.

FIFA shall be notified in accordance with art. 38 (Notification) of the decision of the hearing panel pursuant to sections 2 and 6 of chapter X (Fair hearing and Appeals respectively).

#### 6.

The recipient organisations shall not disclose this information beyond those Persons with a need to know (which would include the appropriate personnel at the applicable National Olympic Committee, Association, club and team) until FIFA or the Association concerned, according to the Results Management responsibility, has made Public Disclosure as permitted under art. 71 (Public Disclosure).

#### 7.

An Anti-Doping Organisation that declares, or that receives notice of, a whereabouts-related failure in respect of a Player shall not disclose that information beyond those Persons with a need to know unless and until that Player is found to have committed an anti-doping rule violation under art. 9 (Whereabouts failures) based on such whereabouts-related failure. Such Persons who need to know shall also maintain the confidentiality of such information until the same point.

#### 8.

FIFA shall ensure that information concerning Adverse Analytical Findings, Atypical Findings, and other asserted anti-doping rule violations remains confidential until such information is Publicly Disclosed in accordance with art. 71 (Public Disclosure). FIFA shall ensure that its employees (whether permanent or otherwise), contractors, agents, consultants, and Delegated Third Parties are subject to a fully enforceable contractual duty of confidentiality and to fully enforceable procedures for the investigation and disciplining of improper and/or unauthorised disclosure of such confidential information.



# 71 Public Disclosure

#### 1.

Except as provided in pars 2 and 4 below, no Anti-Doping Organisation, Member Association or WADA-accredited laboratory, or any official of any such body, shall publicly comment on the specific facts of any pending case (as opposed to a general description of process and science) except in response to public comments attributed to, or based on information provided by, the Player, other Person or their entourage or other representatives.

#### 2.

After notice has been provided to the Player or other Person in accordance with the International Standard for Results Management, and to the applicable Anti-Doping Organisations in accordance with art. 53 (Initial review regarding Adverse Analytical/Atypical Findings and notification), the identity of any Player or other Person who is notified of a potential antidoping rule violation, the Prohibited Substance or Prohibited Method and nature of the violation involved, and whether the Player or other Person who is subject to a Provisional Suspension may be Publicly Disclosed by FIFA.

#### 3.

No later than 20 days after it has been determined in an appellate decision under art. 77 pars 1 and 2 of these Regulations or such appeal has been waived, or a hearing in accordance with art. 64 (Right to a fair hearing) has been waived, or the assertion of an anti-doping rule violation has not been timely challenged or the matter has been resolved under art. 24 par. 6 of these Regulations, or a new period of Ineligibility, or reprimand, has been imposed under art. 30 par. 1 of these Regulations, FIFA or the Association concerned, depending on who has responsibility for managing the results, must Publicly Disclose the disposition of the anti-doping matter including the anti-doping rule violated, the name of the Player or other Person committing the violation, the Prohibited Substance or Prohibited Method involved (if any) and the Consequences imposed, according to their communication policy. FIFA or the Association concerned must also Publicly Disclose within 20 days the results of appelate decisions concerning antidoping rule violations, including the information described above.

#### 4.

After an anti-doping rule violation has been determined to have been committed in an appellate decision under art. 77 (Appeals against



decisions regarding anti-doping rule violations, Consequences, Provisional Suspensions, implementation of decisions and authority) or such appeal has been waived, or in a hearing in accordance with art. 64 (Right to a fair hearing) or where such hearing has been waived, or the assertion of an anti-doping rule violation has not otherwise been timely challenged, or the matter has been resolved under art. 24 par. 6 of these Regulations, FIFA or the Association concerned may make public such determination or decision and may comment publicly on the matter.

#### 5.

In any case where it is determined, after a hearing or appeal, that the Player or other Person did not commit an anti-doping rule violation, the fact that the decision has been appealed may be Publicly Disclosed. However, the decision itself and the underlying facts may not be Publicly Disclosed except with the consent of the Player or other Person who is the subject of the decision. FIFA or the Association shall make reasonable efforts to obtain such consent, and if consent is obtained, shall Publicly Disclose the decision in its entirety or in such revised form as the Player or other Person may approve.

#### 6.

For the purposes of this article, publication shall be accomplished at a minimum by placing the required information on the FIFA or the Association's website and leaving the information up for the longer of one month or the duration of any period of Ineligibility.

#### 7.

The mandatory Public Disclosure described in this article shall not be required where the Player or other Person who has been found to have committed an anti-doping rule violation is a Minor, Protected Person or Recreational Player. Any optional Public Disclosure in a case involving a Minor, Protected Person or Recreational Player shall be proportionate to the facts and circumstances of the case.

# **72** Information concerning whereabouts and Testing

#### 1.

The current whereabouts information of Players who have been identified by FIFA for inclusion in its IRTP shall be provided to WADA and to other





Anti-Doping Organisations having the authority to test the Player through ADAMS, as provided in article 5 of the Code. Whereabouts information shall be maintained in strict confidence at all times; shall be used exclusively for the purposes of planning, coordinating or conducting Doping Controls; shall provide information relevant to the Athlete Biological Passport or other analytical results to support an investigation into a potential antidoping rule violation or to support proceedings alleging an anti-doping rule violation; and shall be destroyed after it is no longer relevant for these purposes in accordance with the International Standards for the Protection of Privacy and Personal Information. FIFA may, in accordance with the International Standard for Testing and Investigations, collect whereabouts information from Players who are not included within the IRTP. If FIFA chooses to collect whereabouts information from such Players, a Player's failure to provide requested whereabouts information on or before the date required by FIFA or the Player's failure to provide accurate whereabouts information shall result in FIFA including the Player in FIFA's IRTP.

#### 2.

FIFA shall report all In-Competition and Out-of-Competition tests to WADA by entering the Doping Control forms in ADAMS in accordance with the requirements and timelines contained in the International Standard for Testing and Investigations. This information will be made accessible, where appropriate and in accordance with the applicable rules, to the Player, the Player's Association, the National Olympic Committee, the NADO, and the International Olympic Committee, and any other Anti-Doping Organisations with Testing authority over the Player.

#### 3.

FIFA shall, at least annually, publish a general statistical report of its Doping Control activities, with a copy provided to WADA.

### **73** Data privacy

Handling of the personal information relating to Players, other Persons or third parties that is collected, stored, processed or disclosed when performing the obligations under these Regulations has to comply with the applicable data protection and privacy laws and FIFA Data Protection Regulations, as well as the International Standard for the Protection of Privacy and Personal Information issued by WADA.



#### **Section 5: Implementation of decisions**

### 74 Implementation of decisions

#### 1.

A decision regarding an anti-doping rule violation made by a Signatory Anti-Doping Organisation, an appellate body or CAS shall, after the parties to the proceeding are notified, automatically be binding beyond the parties to the proceeding and upon FIFA and its Associations, as well as every Signatory in every sport with the effects described below:

- 1.1 A decision by any of the above-mentioned bodies imposing a Provisional Suspension (after a Provisional Hearing has occurred or the Player or other Person has either accepted the Provisional Suspension or has waived the right to a Provisional Hearing, expedited hearing or expedited appeal offered in accordance with art. 35 (Mandatory Provisional Suspension) and art. 36 (Optional Provisional Suspension based on an Adverse Analytical Finding for Specified Substances, Specified Methods, Contaminated Products, or other anti-doping rule violations) automatically prohibits the Player or other Person from participation in all sports within the authority of any Signatory during the Provisional Suspension.
- 1.2 A decision by any of the above-mentioned bodies imposing a period of Ineligibility (after a hearing has occurred or been waived) automatically prohibits the Player or other Person from participation in all sports within the authority of any Signatory for the period of Ineligibility.
- 1.3 A decision by any of the above-mentioned bodies accepting an antidoping rule violation automatically binds all Signatories.
- 1.4 A decision by any of the above-mentioned bodies to Disqualify results under art. 26 (Disgualification of results) for a specified period automatically Disgualifies all results obtained within the authority of any Signatory during the specified period.

#### 2.

FIFA and its Associations shall recognise and implement a decision and its effects as required by this article, without any further action required, on the earlier of the date FIFA receives actual notice of the decision or the date the decision is entered in ADAMS.



A decision by an Anti-Doping Organisation, a national appellate body or CAS to suspend, or lift, Consequences shall be binding upon FIFA and its Associations without any further action required, on the earlier of the date FIFA receives actual notice of the decision or the date the decision is entered in ADAMS.

#### 4.

Notwithstanding any provision in this article, however, a decision of an anti-doping rule violation by a Major Event Organisation made in an expedited process during a Competition shall not be binding on FIFA or its Associations unless the rules of the Major Event Organisation provide the Player or other Person with an opportunity to an appeal under nonexpedited procedures.

#### 5.

FIFA and its Associations may decide to implement other anti-doping decisions rendered by Anti-Doping Organisations not described in paragraphs 1-4 above, such as a Provisional Suspension prior to a Provisional Hearing or acceptance by the Player or other Person.

#### 6.

An anti-doping decision by a body that is not a Signatory to the Code shall be implemented by FIFA and its Associations if they find that the decision purports to be within the authority of that body and the anti-doping rules of that body are otherwise consistent with the Code.

## **75** Recognition by Associations and Confederations

#### 1.

Where Doping Controls have been carried out by FIFA, an Association or a Confederation in accordance with these Regulations, every Association and Confederation shall recognise the results of such Doping Controls.

#### 2.

Where decisions have been taken by FIFA or an Association regarding a breach of these Regulations, every Association and Confederation shall recognise such decisions and shall take all necessary action to render such decisions effective.





#### **Section 6: Appeals**

## **76** Decisions subject to appeal

Decisions made under these Regulations may be appealed as set forth below in arts 77 to 82 or as otherwise provided in these Regulations, the Code or International Standards. Such decisions shall remain in effect while under appeal unless the appellate body orders otherwise.

#### 1.

#### Scope of review not limited

The scope of review on appeal includes all issues relevant to the matter and is expressly not limited to the issues or scope of review before the initial decision-maker. Any party to the appeal may submit evidence, legal arguments and claims that were not raised in the first-instance hearing so long as they arise from the same cause of action or same general facts or circumstances raised or addressed in the first-instance hearing.

#### 2.

**CAS shall not defer to the findings being appealed** In making its decision, CAS does not need to give deference to the discretion exercised by the body whose decision is being appealed.

#### 3.

#### WADA not required to exhaust internal remedies

Where WADA has a right to appeal under arts 76 to 82 and no other party has appealed a final decision within FIFA's process, WADA may appeal such decision directly to CAS without having to exhaust other remedies in FIFA's process.

# **77** Appeals against decisions regarding anti-doping rule violations, Consequences, Provisional Suspensions, implementation of decisions and authority

A decision that an anti-doping rule violation was committed, a decision imposing Consequences or not imposing Consequences for an antidoping rule violation, or a decision that no anti-doping rule violation was committed; a decision that an anti-doping rule violation proceeding cannot go forward for procedural reasons (including, for example,



prescription); a decision by WADA not to grant an exception to the six months' notice requirement for a retired Player to return to Competition under art. 60 (Retired Players returning to Competition); a decision by WADA assigning Results Management under art. 7.1 of the Code; a decision by FIFA not to bring forward an Adverse Analytical Finding or an Atypical Finding as an anti-doping rule violation, or a decision not to go forward with an anti-doping rule violation after an investigation under these Regulations and in accordance with the International Standard for Results Management; a decision to impose, or lift, a Provisional Suspension as a result of a Provisional Hearing; FIFA's failure to comply with chapter VII; a decision that FIFA lacks authority to rule on an alleged anti-doping rule violation or its Consequences; a decision to suspend, or not suspend, Consequences or to reinstate, or not reinstate, Consequences under art. 24 par. 1 (Substantial assistance in discovering or establishing Code violations); failure to comply with art. 24 par. 4 of these Regulations, failure to comply with art. 24 par. 5 of these Regulations; a decision under art. 30 par. 3 (Violation of the prohibition of participation during Ineligibility); and a decision by FIFA not to implement another Anti-Doping Organisation's decision under art. 74 (Implementation of decisions), and a decision under art. 88 par. 5 d) of these Regulations may be appealed exclusively as provided in arts 77 to 82.

#### 1.

#### Appeals involving International-Level Players or International Competitions

In cases arising from participation in an International Competition or in cases involving International-Level Players, the decision may be appealed exclusively to CAS.

#### 2.

#### **Appeals involving other Players or other Persons**

In cases where art. 77 par. 1 (Appeals involving International-Level Players or International Competitions) is not applicable, the decision may be appealed to an appellate body in accordance with rules adopted by the NADO having jurisdiction over the Player or other Person. The rules for such appeal shall respect the following principles: a timely hearing; a fair, impartial and operationally and institutionally independent hearing panel; the right to be represented by counsel at the Player's or other Person's own expense; and a timely, written, reasoned decision. If no such body as described above is in place and available at the time of appeal, the Player or other Person shall have a right to appeal to CAS.





#### Persons entitled to appeal

In cases under art. 77 par. 1 (Appeals involving International-Level Players or International Competitions), the following parties shall have the right to appeal to CAS: (a) the Player or other Person who is the subject of the decision being appealed; (b) the other party to the case in which the decision was rendered; (c) FIFA; (d) the NADO of the Person's country of residence or countries where the Person is a national or licence holder; (e) the International Olympic Committee or International Paralympic Committee, as applicable, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including decisions affecting eligibility for the Olympic Games or Paralympic Games; and (f) WADA.

In cases under art. 77 par. 2 (Appeals involving other Players or other Persons), the parties having the right to appeal to the national-level appeal body shall be as provided in the NADO's rules but, at a minimum, shall include the following parties: (a) the Player or other Person who is the subject of the decision being appealed; (b) the other party to the case in which the decision was rendered; (c) FIFA; (d) the NADO of the Person's country of residence or countries where the Person is a national or licence holder; (e) the International Olympic Committee or International Paralympic Committee, as applicable, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including decisions affecting eligibility for the Olympic Games or Paralympic Games; and (f) WADA. For cases under art. 77 par. 2 (Appeals involving other Players or other Persons), WADA, the International Olympic Committee, the International Paralympic Committee, and FIFA shall also have the right to appeal to CAS with respect to the decision of the national-level appeal body. Any party filing an appeal shall be entitled to assistance from CAS to obtain all relevant information from the Anti-Doping Organisation whose decision is being appealed and the information shall be provided if CAS so directs.

Notwithstanding any other provision herein, the only Person who may appeal against the imposition of a Provisional Suspension is the Player or other Person upon whom the Provisional Suspension is imposed.

#### 4.

#### **Duty to notify**

All parties to any CAS appeal must ensure that FIFA, WADA and all other parties with a right to appeal have been given timely notice of the appeal.





#### Cross-appeals and other subsequent appeals allowed

Cross-appeals and other subsequent appeals by any respondent named in cases brought to CAS under the Code are specifically permitted. Any party with a right to appeal under the Appeals section of these Regulations must file a cross-appeal or subsequent appeal with the party's answer at the latest.

# **78** Failure to render a timely decision

#### 1.

Where, in a particular case, FIFA fails to render a decision with respect to whether an anti-doping rule violation was committed within a reasonable deadline set by WADA, WADA may elect to appeal directly to CAS as if FIFA had rendered a decision finding no anti-doping rule violation. If the CAS hearing panel determines that an anti-doping rule violation was committed and that WADA acted reasonably in electing to appeal directly to CAS, WADA's costs and attorney fees in prosecuting the appeal shall be reimbursed to WADA by FIFA.

#### 2.

Where, in a particular case, a Member Association or Confederation fails to render a decision with respect to whether an anti-doping rule violation was committed within a reasonable deadline set by FIFA, FIFA may elect to appeal directly to CAS as if the Member Association or Confederation had rendered a decision finding no anti-doping rule violation. If the CAS hearing panel determines that an anti-doping rule violation was committed and that FIFA acted reasonably in electing to appeal directly to CAS, FIFA's costs and attorney fees in prosecuting the appeal shall be reimbursed to FIFA by a Member Association or Confederation.

## **79** Appeals relating to TUEs

TUE decisions may be appealed exclusively as provided in art. 19 (Therapeutic use exemptions (TUEs)) and art. 84 (Appeals against decisions granting or denying a therapeutic use exemption).





### **80** Notification of appeal decisions

Any Anti-Doping Organisation that is a party to an appeal shall promptly provide the appeal decision to the Player or other Person and to the other Anti-Doping Organisations that would have been entitled to appeal under art. 77 par. 3 (Persons entitled to appeal) as provided under art. 70 (Information concerning asserted anti-doping rule violations).

#### 81 Appeal against decisions pursuant to article 85 (Sanctions and costs assessed against sporting bodies)

Decisions by FIFA pursuant to art. 85 (Sanctions and costs assessed against sporting bodies) may be appealed exclusively to CAS by a Member Association.

### **82** Time for filing appeals

#### 1.

#### **Appeals to CAS**

- a) The time to file an appeal to CAS shall be 21 days from the date of receipt of the motivated decision in an official FIFA language by the appealing party. The above notwithstanding, the following shall apply in connection with appeals filed by a party entitled to appeal but which was not a party to the proceedings that led to the decision being appealed:
  - Within 15 days from notice of the decision, such party/ies shall have the right to request a copy of the case file translated in an official FIFA language from the body that issued the decision;
  - ii) If such a request is made within the 15-day period, the party making such request shall have 21 days from receipt of the file to file an appeal to CAS.
- b) Notwithstanding the above, the filing deadline for an appeal filed by WADA shall be the later of:
  - i) Twenty-one days after the last day on which any other party having a right to appeal could have appealed; or



ii) Twenty-one days after WADA's receipt of the complete file relating to the decision.

#### 2.

#### Appeals under art. 77 par. 2

(Appeals involving other Players or other Persons) The time to file an appeal to an independent and impartial body in accordance with rules established by the National Anti-Doping Organisation shall be indicated by the same rules of the National Anti Doping Organisation.

Notwithstanding the above, the filing deadline for an appeal filed by WADA shall be the later of:

- a) Twenty-one days after the last day on which any other party having a right to appeal could have appealed, or
- b) Twenty-one days after WADA's receipt of the complete file relating to the decision.

#### 3.

- a) Where FIFA appeals against a decision of an Association, Anti-Doping Organisation or Confederation to CAS under this chapter, the applicable law for the proceeding shall be the FIFA regulations, in particular the FIFA Statutes, the FIFA Anti-Doping Regulations and the FIFA Disciplinary Code.
- b) Where FIFA appeals against a decision of an Association, Anti-Doping Organisation or Confederation to CAS under this chapter, FIFA's time limits stipulated in art. 82 par. 1 a) shall start with the receipt of the relevant document(s) by the FIFA Anti-Doping Unit (antidoping@fifa.org).

#### 4.

The time limits set out above shall start from the day following receipt of the relevant document.

## 83 FIFA not required to exhaust internal remedies

Where FIFA has a right to appeal under this chapter and no other party has appealed a final decision within the Anti-Doping Organisation's process, FIFA may appeal such a decision directly to CAS without having to exhaust other remedies in the Anti-Doping Organisation process.



### **84** Appeals against decisions granting or denying a therapeutic use exemption

#### 1.

WADA, at the request of a Player or on its own initiative, may review the granting or denial of any TUE by FIFA. Decisions by WADA reversing the granting or denial of a TUE may be appealed exclusively to CAS by the Player or FIFA.

#### 2.

Decisions by FIFA, Associations or NADOs denying TUEs, which are not reversed by WADA, may be appealed by Players to CAS or to the national level reviewing body as described under these Regulations. If the national level reviewing body reverses the decision to deny a TUE, that decision may be appealed to CAS by WADA.

#### 3.

When FIFA, an Association or NADO fails to take action on a properly submitted application for a TUE within a reasonable time, this failure to decide may be considered a denial for the purpose of the appeal rights provided in this article.

### 85

#### Sanctions and costs assessed against sporting bodies

#### 1.

FIFA has the authority to withhold some or all funding or other non-financial support to Member Associations that are not in compliance with these Regulations.

#### 2.

Member Associations shall be obligated to reimburse FIFA for all costs (including but not limited to laboratory fees, hearing expenses and travel) related to a violation of these Regulations committed by a Player or other Person affiliated with that Member Association.





These Regulations exist in the four official FIFA languages (English, French, Spanish and German).

#### 2.

In case of any discrepancy in the interpretation of the English, French, Spanish or German texts of these Regulations, the English text will be authoritative.

### 87 Additional regulations

In addition, the provisions of the FIFA Disciplinary Code and all other FIFA Regulations shall apply.

### **88** Amendments to and interpretations of the Anti-Doping Regulations

#### 1.

Matters not provided for in these Regulations and cases of force majeure shall be settled by the final decision of the relevant FIFA committee.

#### 2.

These Regulations shall be implemented and construed according to Swiss law and the FIFA Statutes, FIFA Disciplinary Code and FIFA Regulations.

#### 3.

These Regulations may be amended from time to time by FIFA.

#### 4.

These Regulations shall be interpreted as an independent and autonomous text and not by reference to existing law or statutes.

#### 5.

These Regulations were adopted by the FIFA Council on 25 June 2020 and come into force on 1 January 2021 (the "Effective Date"). They repeal the FIFA Anti-Doping Regulations that came into effect on 14 January 2019.





They shall not apply retroactively to matters pending before the Effective Date; provided, however, that:

- a) Anti-doping rule violations taking place prior to the Effective Date count as "first violations" or "second violations" for the purpose of determining sanctions under arts 6 to 16 for violations taking place after the Effective Date.
- b) Any anti-doping rule violation case which is pending on the Effective Date and any anti-doping rule violation case brought after the Effective Date based on an anti-doping rule violation which occurred prior to the Effective Date shall be governed by the substantive anti-doping rules in effect at the time that the alleged anti-doping rule violation occurred, and not by the substantive anti-doping rules set out in these Regulations, unless the panel hearing the case determines that the principle of *lex mitior* appropriately applies under the circumstances of the case. The retrospective periods in which prior violations can be considered multiple violations under art. 25 par. 5 (Multiple anti-doping rule violations during ten-year period) and the statute of limitations set forth in art. 40 (Statute of limitations) are procedural rules, not substantive rules, and should be applied retroactively along with all of the other procedural rules in these Regulations (provided, however, that art. 40 shall only be applied retroactively if the statute of limitations period has not already expired by the Effective Date).
- c) Any whereabouts failure under art. 9 (whether a filing failure or a missed test, as those terms are defined in the International Standard for Results Management) prior to the Effective Date shall be carried forward and may be relied upon, prior to expiry, in accordance with the International Standard for Results Management, but it shall be deemed to have expired 12 months after it occurred.
- d) With respect to cases where a final decision finding an anti-doping rule violation has been rendered prior to the Effective Date, but the Player or other Person is still serving the period of Ineligibility as of the Effective Date, the Player or other Person may apply to FIFA or the Anti-Doping Organisation which had Results Management responsibility for the anti-doping rule violation to consider a reduction in the period of Ineligibility in light of these Regulations. Such application must be made before the period of Ineligibility has expired. The decision



TABLE OF CONTENTS FIFA ANTI-DOPING REGULATIONS rendered may be appealed pursuant to art. 77 (Appeals against decisions regarding anti-doping rule violations, Consequences, Provisional Suspensions, implementation of decisions and authority). These Regulations shall have no application to any case where a final decision finding an anti-doping rule violation has been rendered and the period of Ineligibility has expired.

- e) For the purpose of assessing the period of Ineligibility for a second violation under art. 25 par. 1 (Multiple violations), where the sanction for the first violation was determined based on rules in force prior to the Effective Date, the period of Ineligibility which would have been assessed for that first violation had these Regulations been applicable, shall be applied.
- f) Changes to the Prohibited List and Technical Documents relating to substances on the Prohibited List shall not, unless they specifically provide otherwise, be applied retroactively. As an exception, however, when a Prohibited Substance has been removed from the Prohibited List, a Player or other Person currently serving a period of Ineligibility on account of the formerly Prohibited Substance may apply to FIFA or other Anti-Doping Organisation which had Results Management responsibility for the anti-doping rule violation to consider a reduction in the period of Ineligibility in light of the removal of the substance from the Prohibited List.

Zurich, 25 June 2020

For the FIFA Council

President: Gianni Infantino Secretary General: Fatma Samoura





Reference is made to the Prohibited List published by WADA, which is available at www.wada-ama.org.



An application for a TUE will be reviewed by the FIFA Medical Committee represented by the FIFA TUE Advisory Group.

#### 2.

A Player may be granted a TUE (if and only if) he can show, on the balance of probabilities, that he has met each of the following conditions, which may be revised by the FIFA TUE Advisory Group in compliance with the International Standard for Therapeutic Use Exemptions and will be published in the FIFA TUE policy:

- a) The Player shall submit an application for a TUE within the time limit stipulated in the published FIFA TUE policy in force.
- b) The Prohibited Substance or Prohibited Method in question is needed to treat a diagnosed medical condition supported by relevant clinical evidence;
- c) The therapeutic Use of the Prohibited Substance or Prohibited Method will not, on the balance of probabilities, produce any additional enhancement of performance beyond what might be anticipated by a return to the Player's normal state of health following the treatment of the medical condition;
- d) The Prohibited Substance or Prohibited Method is an indicated treatment for the medical condition, and there is no reasonable permitted therapeutic alternative;
- e) The necessity for the Use of the Prohibited Substance or Prohibited Method is not a consequence, wholly or in part, of the prior Use (without a TUE) of a substance or method which was prohibited at the time of such Use.

#### 3.

The TUE will be cancelled by the FIFA TUE Advisory Group if:

- a) the Player does not promptly comply with any requirements or conditions imposed by the FIFA TUE Advisory Group;
- b) the term for which the TUE was granted has expired;



- c) the Player is advised that the TUE has been withdrawn by the FIFA TUE Advisory Group; or
- d) a decision granting a TUE has been reversed by WADA or CAS.

A Player who needs a TUE should apply as soon as possible. For substances prohibited In-Competition only, the Player should apply for a TUE at least 30 days before his next Competition, unless it is an emergency or there are exceptional circumstances as described in this Annexe. The Player should make the TUE application, using the TUE application form provided by FIFA. He should submit the TUE application form in the manner described in the FIFA TUE policy. The form must be signed by the treating doctor and accompanied by a comprehensive medical history, including documentation from the original diagnosing doctor(s) and the results of all examinations, laboratory investigations and imaging studies relevant to the application.

#### 5.

An application for a TUE will not be considered for retroactive approval, except in cases where:

- a) emergency or urgent treatment of a medical condition was necessary; or
- b) there was insufficient time or opportunity or there were other exceptional circumstances that prevented the Player from submitting or the FIFA TUE Advisory Group from considering, an application prior to Doping Control;
- c) the Player Used Out-of-Competition, for therapeutic reasons, a Prohibited Substance that is only prohibited In-Competition;

#### 6.

In exceptional circumstances and notwithstanding any other provision in this Annexe B, a Player may apply for and be granted retroactive approval for his therapeutic Use of a Prohibited Substance or Prohibited Method if it would be manifestly unfair not to grant a retroactive TUE, considering the purpose of these Regulations and the Code and notwithstanding any provisions herein or in the International Standard for Therapeutic Use Exemptions.



#### **Confidentiality of information**

- a) The collection, storage, processing, disclosure and retention of personal information by FIFA in the TUE process complies with the International Standard for the Protection of Privacy and Personal Information.
- b) A Player applying for a TUE shall provide written consent for the transmission of all information pertaining to the application to members of all therapeutic use exemption committees with authority under the World Anti-Doping Code to review the file and, as required, other independent medical or scientific experts, and to all necessary staff involved in the management, review or appeal of TUEs, and WADA. In accordance with the provisions of the World Anti-Doping Code, the applicant shall also provide written consent for the decision of the FIFA TUE Advisory Group to be distributed to other relevant Anti-Doping Organisations and Member Associations.
- c) Should the assistance of external, independent experts be required, all details of the application shall be circulated without identifying the Player concerned.
- d) The members of the FIFA TUE Advisory Group, all independent experts and the staff of the FIFA Medical Office and Anti-Doping Unit involved will conduct all of their activities in strict confidence and will sign confidentiality agreements. In particular, they shall keep the following information confidential:
  - i. All medical information and data provided by the Player and doctor(s) involved in the Player's care.
  - ii. All details of the application, including the name of the doctor(s) involved in the process.
- e) Should the Player wish to revoke the right of the FIFA TUE Advisory Group or any therapeutic use exemption committee to obtain any health information on his behalf, the Player must notify his medical practitioner in writing of the fact. As a consequence of such a decision, the Player will not receive approval for a TUE or renewal of an existing TUE.



Where the Player already has a TUE granted by his NADO for the substance or method in guestion, if that TUE meets the criteria set out in the International Standard for Therapeutic Use Exemptions, FIFA shall recognise it. If FIFA considers that the TUE does not meet those criteria and so refuses to recognise it, it must notify the Player and his NADO promptly, with reasons. The Player or the NADO shall have 21 days from such notification to refer the matter to WADA for review. If the matter is referred to WADA for review, the TUE granted by the NADO remains valid for National Competition and Out-of-Competition Testing (but is not valid for International Competition) pending WADA's decision. If the matter is not referred to WADA for review within the 21-day deadline, the Player's NADO must determine whether the original TUE granted by that NADO should nevertheless remain valid for national-level Competition and Out-of-Competition Testing (provided that the Player ceases to be an International-Level Player and does not participate in International Competition). Pending the NADO's decision, the TUE remains valid for National Competition and Out-of-Competition Testing (but is not valid for International Competition).

#### 9.

If FIFA grants the Player's application, it shall notify not only the Player but also his NADO, and if the NADO considers that the TUE does not meet the criteria set out in the International Standard for Therapeutic Use Exemptions, it has 21 days from such notification to refer the matter to WADA for review. If the NADO refers the matter to WADA for review, the TUE granted by FIFA remains valid for International Competition and Out-of-Competition Testing (but is not valid for National Competition) pending WADA's decision. If the NADO does not refer the matter to WADA for review, the TUE granted by FIFA becomes valid for National Competition as well when the 21-day review deadline expires.



### **1** Registered Testing Pool and Testing Pools

#### 1.

FIFA shall establish a Registered Testing Pool and Testing Pools at international level. The responsibility for setting up a Registered Testing Pool at national level rests with the NADO/Association concerned.

#### 2.

The FIFA International Registered Testing Pool (IRTP) includes individual International-Level Players who are Ineligible following a decision by a FIFA body or who are categorised as being high-risk Players or who have been designated by the FIFA Anti-Doping Unit for any other reason. Those Players will be designated individually by the FIFA Anti-Doping Unit and notified via the Association concerned. An explanation for the designation is not required.

In addition to the IRTP, FIFA has established two additional Testing Pools:

- a) The elite testing pool (ETP) includes the Players of the clubs/ representative teams participating at an elite Confederation level to be defined by the Confederations. The Testing and results management of this testing pool is delegated to the Confederation concerned. Consequently, the Confederation's anti-doping regulations are applicable in respect of the ETP, with articles of this Annexe dealing with the PCTP (see below) being applicable in a subsidiary way.
- b) The FIFA pre-Competition testing pool (PCTP) includes the Players of the representative teams participating in the Competition(s) selected by FIFA during the preparation phase prior to that (those) Competition(s). The relevant representative teams will be informed of their selection.

#### 3.

Each Association concerned must inform the Players who have been included by FIFA in the IRTP and the Players/clubs and the Players/ representative teams that have been included in the ETP or PCTP immediately in writing of:

a) their inclusion in the IRTP, ETP or PCTP (as applicable) with effect from a specified date in the future;



- b) the consequent requirement to file accurate and complete whereabouts information for each respective pool;
- c) the consequences of any failure to comply with that requirement;
- d) confirmation that they may also be tested by other Anti-Doping Organisations with Testing authority over them.

Each Association concerned is required to ensure that its respective Players or teams file complete and accurate whereabouts information as set forth in these Regulations.

#### 4.

Players who have announced their retirement and are no longer in the IRTP or ETP may not resume competing unless they:

- a) notify the Association concerned at least six months before they expect to return to competition;
- b) fulfil the same whereabouts requirements as Players in the IRTP or ETP; and
- c) are available for no-advance-notice Out-of-Competition Testing at any time during the period before their actual return to competition.

#### 5.

Players who are injured and unable to play will remain in the relevant testing pool and might be subject to Target Testing, unless they are designated for inclusion in the IRTP.

#### 6.

FIFA shall periodically review and update as necessary its criteria for including Players, clubs and representative teams in the testing pools. The Players (in the case of the IRTP), Players/clubs and Players/teams (in the case of the ETP and PCTP) concerned must be informed in writing of any changes to the list of Persons included in the pools that are made via their Association or Confederation respectively.





## **2** Filing obligations

#### 1.

Each Player (IRTP) or Player/representative team (PCTP) that is included in the respective testing pool is required to file accurate and complete whereabouts information in the manner set forth under art. 3 of this Annexe.

#### 2.

A Player (IRTP) or a Player/representative team (PCTP) may delegate the task of making some or all of the whereabouts filings required herein under art. 3 of this Annexe to his Association, to be carried out e.g. by a coach or manager. It is assumed that a valid delegation has been made for all of the relevant whereabouts filings, unless otherwise determined by the Player or as stipulated under par. 3 of this article. Irrespective of such delegation, a Player (IRTP) or Player/representative team (PCTP), shall, together with the Association, remain jointly liable for complying with the whereabouts requirements set out in this Annexe.

## **3** Whereabouts requirements

- 1.
- a) IRTP:

Using the form provided by FIFA, each Player has to file his whereabouts information with the Association concerned for the remaining days of the current quarter within ten days of receiving notification of his designation, and afterwards for all days on a quarterly basis by 25 December, 25 March, 25 June and 25 September. The Association has to submit the quarterly reports and their updates to the FIFA Anti-Doping Unit by 30 December, 30 March, 30 June and 30 September at the latest.

b) PCTP:

Using the form provided by FIFA, each Player of the representative team concerned has to file whereabouts information with the Association concerned for all of the Team Activity days of its representative team prior to the designated Competition. The Association shall submit that information to the FIFA Anti-Doping Unit.



At a minimum, the following information shall be provided:

**IRTP:** 

- a) name of the Player and the relevant team;
- b) full mailing address and electronic mail address for formal notice purposes;
- c) specific confirmation of the Player's understanding that his whereabouts filing will be shared with other Anti-Doping Organisations having authority to test him;
- d) for each day during the respective period, the full address of the place where the Player will be residing (e.g. home, temporary lodgings, hotel, etc.);
- e) for each day during the respective period, the time(s) each day of any regular activity, along with the venue and any other details required in order for the Player to be located during the time(s) in question;
- f) the Player's Match/Competition schedule for the respective period, including the name and address of each location where the Player is scheduled to compete during the respective period and the date(s) and time(s) at which he is scheduled to compete at such locations; and
- g) for each day during the respective period, one specific 60-minute time slot between 05:00 and 23:00 (local time) where the Player will be available and accessible for Testing at a specific location.

#### PCTP:

- a) name of the Player and his relevant representative team;
- b) full mailing address and electronic mail address for formal notice purposes;
- c) specific confirmation of the Player's understanding that his whereabouts filing will be shared with other Anti-Doping Organisations having authority to test them;



- d) for each day of any Team Activity during the respective period in question, the full address of the place where the team will be residing (e.g. temporary lodgings, hotel, etc.);
- e) the team's Competition schedule for the respective period in question, including the name and address of each location where the team is scheduled to compete during this time and the date(s) on which it is scheduled to compete at such locations; and
- f) for each day of any Team Activity during the respective period in question, the time(s) of any collective activity (e.g. training) or individual activity under the supervision of the team (e.g. medical treatment), and other regular activities, if applicable, along with the venue and any other details required in order for the team to be located during the time(s) in question.
- g) If a Player is to be absent from a team activity as stated in the team's whereabouts filings, the association shall:
  - provide FIFA with accurate details of the Player's full name, date of birth and the complete whereabouts location during the entire time of his absence;
  - provide a specific 60-minute time slot, during which the Player must be available and accessible for testing at a specific location. The time slots shall be between 05:00 and 23.00 (local time), with the starting time clearly indicated and shall not start until at least two hours after notification have elapsed;
  - submit the whereabouts information for the absent Player 24 hours at the latest before the start of the team activity to which the absence relates and provide immediate updates if the time slot or the location of the absent Player changes.

#### **IRTP**:

It is the Player's responsibility to ensure that all of the information provided in his whereabouts filing is accurate and sufficiently detailed to enable the FIFA Anti-Doping Unit to locate him for Testing on any given day during the respective period, including but not limited to the 60-minute time slot specified for that day in his whereabouts filing.



#### PCTP:

It is the Player's and the Association's joint responsibility to ensure that all whereabouts information provided in its whereabouts filing is accurate and sufficiently detailed to enable the FIFA Anti-Doping Unit to locate the representative team for Testing on each day of any Team Activity during the respective period.

#### 4.

Where any change in circumstances means that the information previously provided by the Player/team is no longer accurate or complete, the whereabouts filing must be updated so that the information on file is again accurate and complete.

Such update must be made as soon as possible, and, in the case of the IRTP, in any event prior to the 60-minute time slot specified in the filing for that day. Failure to do so shall have the consequences set forth below.

### **4** Availability for Testing

#### 1.

A Player in the IRTP must specifically be present and available for Testing on any given day in the relevant period for the 60-minute time slot specified for that day in his whereabouts filing, at the location he has specified for that time slot in such filing.

#### 2.

The Players of a representative team in the PCTP must be present and available for Testing on any given Team Activity day in the relevant period at the time and location it has specified for the Team Activity in its whereabouts filing. If located for Testing, the whole team must remain until the Sample collection has been completed.

### **5** Liability for non-compliance with whereabouts requirements

#### 1.

Each Player in the IRTP remains ultimately responsible at all times for providing accurate and complete whereabouts filings as required in these Regulations.



Each Player in the IRTP is responsible for ensuring his availability for Testing at the given location during the 60-minute time slot specified for that day in his whereabouts filing. If an Attempt to test the Player during the 60 minute time slot is unsuccessful, the Player will be liable for a missed test under art. 9 (Whereabouts failures) of the FIFA Anti-Doping Regulations, subject to the requirements set forth under art. 8 par. 2 of this Annexe.

#### 3.

If any of the required information changes after a whereabouts filing is made, then, in accordance with the provisions set forth under art. 3 par. 4 of this Annexe, an update must be filed so that the whereabouts filing remains accurate at all times. If an update is not filed, and as a result an Attempt to test the Player during the 60-minute time slot is unsuccessful, the Player will be liable for a missed test under art. 9 (Whereabouts failures) of the FIFA Anti- Doping Regulations, subject to the requirements set forth under art. 8 par. 2 of this Annexe.

#### 4.

Each Player of a representative team in the PCTP and its Association are responsible for providing accurate and complete whereabouts filings as required in these Regulations and for ensuring that its representative team is available for Testing at the time and location specified for Team Activity in its whereabouts filing.

## 6 Anti-doping rule violation

#### 1.

A Player in the IRTP shall be deemed to have committed an anti-doping rule violation under art. 9 (Whereabouts failures) of the FIFA Anti-Doping Regulations if he commits a total of three whereabouts failures (which may be any combination of filing failures and/or missed tests adding up to three in total) within any 12-month period, irrespective of which Anti-Doping Organisation(s) has/have declared the whereabouts failures in question.

#### 2.

The 12-month period referred to in art. 9 (Whereabouts failures) begins on the date that a Player commits his first whereabouts failure that is being relied upon in support of the allegation of violation of art. 9 (Whereabouts failure). It is not affected by any successful Sample collection conducted with respect to the Player during the 12-month period.



However, if a Player who has committed one whereabouts failure does not commit a further two whereabouts failures within 12 months of the first one, at the end of that 12-month period the first whereabouts failure "expires" for the purposes set forth under art. 8 of this Annexe.

#### 3.

To ensure fairness to the Player in the IRTP, where an unsuccessful Attempt has been made to test a Player during one of the 60-minute time slots specified in their whereabouts filing, any subsequent unsuccessful Attempt to test that Player (by FIFA or any other Anti-Doping Organisation) during one of the 60-minute time slots specified in their whereabouts filing may only be counted as a missed test (or, if the unsuccessful Attempt was because the information filed was insufficient to find the Player during the time slot, as a filing failure) against that Player if that subsequent Attempt takes place after the Player has received notice, in accordance with arts 7 and 8 of this Annexe, of the original unsuccessful Attempt.

#### 4.

Where a Player retires from but then returns to competition, his period of non-availability for Out-of-Competition Testing shall be disregarded for the purposes of calculating the 12-month period.

#### 5.

Any Player who provides fraudulent information in his whereabouts filing, whether in relation to his location during the specified daily 60-minute time slot, or in relation to his whereabouts outside that time slot, or otherwise, thereby commits an anti-doping rule violation under art. 8 (Evading, refusing or failing to submit to Sample collection) and art. 10 (Tampering or Attempted Tampering with any part of Doping Control by a Player or other Person) of the FIFA Anti-Doping Regulations. Sanctions may be imposed by the FIFA Disciplinary Committee.

### **7** Failure to provide timely and accurate whereabouts information by Players or Associations/clubs in the PCTP

If the Player, or the Association/club on behalf of the Player, does not file whereabouts information as required in these Regulations, or such filing is late and/or inaccurate, the Player and/or the Association or club will be subject to disciplinary measures under the FIFA Disciplinary Code.



### **8** Results Management in respect of a filing failure by the Player in the IRTP

The Results Management process in respect of an apparent filing failure shall be as follows:

#### 1.

A Player may only be declared to have committed a filing failure where the FIFA Anti-Doping Unit, following the Results Management procedure set forth below, can establish each of the following:

- a) that the Player was duly notified:
  - i. that he had been designated for inclusion in the IRTP;
  - ii. of the consequent requirement to make accurate and complete whereabouts filings; and
  - iii. of the consequences of any failure to comply with that requirement.
- b) that he failed to comply with that requirement by the applicable deadline;
- c) that, in case of a second or third filing failure, he was given notice of the previous filing failure in accordance with the provision set forth under art. 8 par. 2 of this Annexe and failed to rectify that filing failure by the deadline specified in that notice; and
- d) that his failure to file was at least negligent. For these purposes, the Player will be presumed to have committed the failure negligently upon proof that he was notified of the requirement yet failed to comply with it. That presumption may only be rebutted by the Player establishing that no negligent behaviour on his part caused or contributed to the failure.

#### 2.

If it appears that all of the requirements set forth under art. 8 par. 1 of this Annexe have been met, then, no later than 14 days after the date of discovery of the apparent filing failure, the FIFA Anti-Doping Unit must send notice to the Player concerned in the manner set forth in chapter X section 1 (General provisions), inviting a response within 14 days of receipt of the notice. In the notice, the FIFA Anti-Doping Unit should inform the Player:





- a) that, in order to avoid a further filing failure, he must make the required whereabouts filing within a deadline set by the FIFA Anti-Doping Unit; the deadline shall be set at least 24 hours after receipt of the notice and no later than 48 hours after the notice is received;
- b) that, unless the Player persuades the FIFA Anti-Doping Unit that there has not been any filing failure, an alleged whereabouts failure will be recorded against the Player;
- c) whether any other whereabouts failures have been alleged against the Player in the 12-month period prior to this alleged whereabouts failure; and
- d) of the consequences to the Player if a hearing panel upholds the alleged whereabouts failure.

Where the Player disputes the apparent filing failure, the FIFA Anti-Doping Unit must reassess whether all of the requirements set forth under par. 1 of this article have been met. The FIFA Anti-Doping Unit must advise the Player, by letter sent no later than 14 days after receipt of the Player's response, whether or not it maintains that there has been a filing failure.

#### 4.

If no response is received from the Player by the relevant deadline, or if the FIFA Anti-Doping Unit maintains that there has been a filing failure, the FIFA Anti-Doping Unit shall send notice to the Player that an alleged filing failure is to be recorded against him. The FIFA Anti-Doping Unit shall at the same time advise the Player that he has the right to an administrative review of that decision.

#### 5.

Where requested by the Player, such administrative review shall be conducted by a designee of the FIFA Anti-Doping Unit who was not involved in the previous assessment of the alleged filing failure. The review shall be based on written submissions only, and shall consider whether all of the requirements set forth herein under par. 1 of this article have been met. The review shall be completed within 14 days of receipt of the Player's request and the decision shall be communicated to the Player by letter sent no more than seven days after the decision is made.





If it appears, upon such review, that the requirements set forth under par. 1 of this article have not been met, the alleged filing failure shall not be treated as a whereabouts failure for any purpose. The Player, WADA and all other relevant Anti-Doping Organisations shall be notified accordingly.

#### 7.

If the Player does not request an administrative review of the alleged filing failure by the relevant deadline, or if the administrative review leads to the conclusion that all of the requirements set forth under par. 1 of this article have been met, the FIFA Anti-Doping Unit shall record an alleged filing failure against the Player and shall notify the Player, WADA and all other relevant Anti-Doping Organisations of that alleged filing failure and the date of its occurrence in the manner set forth under art. 70 par. 7 of the FIFA Anti-Doping Regulations.

#### 8.

Any notice sent to a Player pursuant to this article, informing him of the decision that there has been no filing failure, shall also be sent to WADA and any other party/ies with a right of appeal under chapter X of the FIFA Anti-Doping Regulations. This decision may be appealed by WADA and/or such party/ies in accordance with that chapter.

### **9** Results management in respect of a missed test by the Player in the IRTP

The Results Management process in the case of an apparent missed test shall be as follows:

#### 1.

The FIFA Doping Control Officer shall file an Unsuccessful Attempt Report on any unsuccessful Attempt with the FIFA Anti-Doping Unit, setting out the details of the Attempted Sample collection, including the date of the Attempt, the location visited, the exact arrival and departure times at the location, the step(s) taken at the location to try to find the Player, including details of any contact made with third parties, and any other relevant details about the Attempted Sample collection.

#### 2.

A Player may only be declared to have missed a test where the FIFA Anti-Doping Unit can establish each of the following:



- a) that when the Player was given notice that he had been included in the IRTP, he was advised of his liability for a missed test if he was unavailable for Testing during the 60-minute time slot specified in his whereabouts filing at the location specified for that time slot;
- b) that a FIFA Doping Control Officer Attempted to test the Player on a given day in the quarter, during the 60-minute time slot specified in the Player's whereabouts filing for that day, by visiting the location specified for that time slot;
- c) that during that specified 60-minute time slot, the FIFA Doping Control Officer did all that was reasonable (i.e. given the nature of the specified location) in the circumstances to try to locate the Player, short of giving the Player any advance notice of the test;
- d) that the provisions set forth herein under par. 3 of this article have been met, if applicable; and
- e) that the Player's failure to be available for Testing at the specified location during the specified 60-minute time slot was at least negligent. For these purposes, the Player will be presumed to have been negligent upon proof of the matters set forth under this paragraph. That presumption may only be rebutted by the Player establishing that no negligent behaviour on his part caused or contributed to him:
  - being unavailable for Testing at such location during such time slot; and
  - failing to update his most recent whereabouts filing to give notice of a different location where he would instead be available for Testing during a specified 60-minute time slot on the relevant day.

To ensure fairness to the Player, where an unsuccessful Attempt has been made to test a Player during one of the 60-minute time slots specified in his whereabouts filing, any subsequent Attempt to test that Player may only be counted as a missed test against that Player if that subsequent Attempt takes place after the Player has received notice, in accordance with par. 4 of this article, of the original unsuccessful Attempt.

#### 4.

If it appears that all of the requirements set forth under par. 2 of this article have been met, then, no later than 14 days after the date of the



TABLE OF CONTENTS FIFA ANTI-DOPING REGULATIONS unsuccessful Attempt, the FIFA Anti-Doping Unit must send notice to the Player of the unsuccessful Attempt in the manner set forth in chapter X section 1 (General provisions) of the FIFA Anti-Doping Regulations, inviting a response within 14 days of receipt of the notice. In the notice, the FIFA Anti-Doping Unit should inform the Player:

- a) that, unless the Player persuades the FIFA Anti-Doping Unit that there has not been any missed test, an alleged missed test will be recorded against the Player;
- b) whether any other whereabouts failures have been declared against him in the 12-month period prior to this alleged missed test; and
- c) of the consequences to the Player if a hearing panel upholds the alleged missed test.

#### 5.

Where the Player disputes the apparent missed test, the FIFA Anti-Doping Unit must reassess whether all of the requirements set forth under par. 2 of this article have been met. The FIFA Anti-Doping Unit must advise the Player, by letter sent no later than 14 days after receipt of the Player's response, whether or not it maintains that there has been a missed test.

#### 6.

If no response is received from the Player by the relevant deadline, or if the FIFA Anti-Doping Unit maintains that there has been a missed test, the FIFA Anti-Doping Unit shall send notice to the Player that an alleged missed test is to be recorded against him. The FIFA Anti-Doping Unit shall at the same time advise the Player that he has the right to request an administrative review of the alleged missed test. The Unsuccessful Attempt Report on the unsuccessful Attempt must be provided to the Player at this point if it has not been provided earlier in the process.

#### 7.

Where requested, such administrative review shall be conducted by a designee of the FIFA Anti-Doping Unit who was not involved in the previous assessment of the alleged missed test. The review shall be based on written submissions only, and shall consider whether all of the requirements set forth under par. 2 of this article have been met. If necessary, the relevant FIFA Doping Control Officer may be asked to provide further information to the designee. The review shall be completed within 14 days of receipt of the Player's request and the decision shall be





communicated to the Player by letter sent no more than seven days after the decision is made.

#### 8.

If it appears, upon such review, that the requirements set forth under par. 2 of this article have not been met, the unsuccessful Attempt to test the Player shall not be treated as a missed test for any purpose. The Player, WADA and all other relevant Anti-Doping Organisations shall be notified accordingly.

#### 9.

If the Player does not request an administrative review of the alleged missed test by the relevant deadline, or if the administrative review leads to the conclusion that all of the requirements set forth under par. 2 of this article have been met, the FIFA Anti-Doping Unit shall record an alleged missed test against the Player and shall notify the Player and WADA and all other relevant Anti-Doping Organisations of that alleged missed test and the date of its occurrence in the manner set forth under art. art. 70 par. 7 (Information concerning asserted anti-doping rule violations) of the FIFA Anti-Doping Regulations.

#### 10.

Any notice sent to a Player pursuant to this article, agreeing that there has been no missed test, shall also be sent to WADA and any other party/ies with a right of appeal under chapter X (Procedural rules) of the FIFA Anti-Doping Regulations, and may be appealed by WADA and/or such party/ies in accordance with that chapter.

# **10** Results Management in respect of failure to provide timely and accurate whereabouts information by Players or Associations/clubs in the PCTP

The Results Management process in the cases described in art. 7 of this Annexe shall be as follows:

#### 1.

A Player and an Association/club may only be declared to have committed a failure to provide timely and accurate whereabouts information where the FIFA Anti-Doping Unit, following the results management procedure set forth below, can establish each of the following:





- a) that the Player and Association's/clubs team were included in the PCTP (as applicable) with effect from a specified date;
- b) the consequent requirement to file timely and accurate whereabouts information and details of such information for the PCTP;
- c) that the consequences of any failure to comply with that requirement are established under the FIFA Disciplinary Code;
- d) that each Association/club concerned was required to ensure that its respective Players and teams were jointly responsible for filing timely and accurate whereabouts information as per these Regulations.

If it appears that all of the requirements set forth under art. 10 par. 1 of this Annexe have been met, then, no later than 14 days after the date of discovery of the apparent failure to provide timely and/or accurate whereabouts information, the FIFA Anti-Doping Unit shall send notice to the Player and Association concerned in the manner set forth in chapter X section 1 (General provisions), inviting a response within 14 days of receipt of the notice. In the notice, the FIFA Anti-Doping Unit shall inform the Player and the Association:

- a) that, in order to avoid a further failure to provide timely and accurate whereabouts information, they must make the required whereabouts information filing within a deadline set by the FIFA Anti-Doping Unit; the deadline shall be set at least 24 hours after receipt of the notice and no later than 48 hours after the end of the month in which the notice is received;
- b) that, unless the Player and/or Association/club can prove to the FIFA Anti-Doping Unit that there has not been any failure to provide timely and/or accurate whereabouts information, the Player and the Association will be charged with an alleged failure to provide timely and/or accurate whereabouts information;
- c) of the consequences to the Player and/or the Association/club if a hearing panel upholds the alleged failure to provide whereabouts information under the FIFA Disciplinary Code.



If the Player and/or the Association/club disputes the alleged failure to provide timely and/or accurate whereabouts information, the FIFA Anti-Doping Unit shall reassess whether all of the requirements set forth under par. 1 of this article have been met. If it appears, upon such review, that the requirements set forth under par. 1 of this article have not been met, the intended charge of failure to provide timely and/or accurate whereabouts information shall be dropped. The Player and the Association shall be notified accordingly.

#### 4.

If no response is received from the Player and/or the Association/club by the relevant deadline, or if the FIFA Anti-Doping Unit maintains that there has been a failure to provide timely and/or accurate whereabouts information, the FIFA Anti-Doping Unit shall send notice to the Player and the Association/club that the FIFA Anti-Doping Unit intends to charge them with failure to provide timely and/or accurate whereabouts information and shall submit the case to the FIFA Disciplinary Committee for adjudication.

#### 5.

If the reassessment by the FIFA Anti-Doping Unit leads to the conclusion that all of the requirements set forth under par. 1 of this article have been met, the FIFA Anti-Doping Unit shall inform the Player and/or the Association/club of the intention to charge them with a failure to provide whereabouts information and shall submit the case to the FIFA Disciplinary Committee for adjudication.

# **11** Responsibility for conducting proceedings

#### 1.

The FIFA Anti-Doping Unit shall keep a record of all whereabouts failures alleged in respect of each Player in its IRTP. Where it is alleged that such a Player has committed three whereabouts failures within any 12-month period, the responsibility for bringing proceedings against the Player under art. 9 (Whereabouts failures) of the FIFA Anti-Doping Regulations shall be as follows:

a) FIFA shall be responsible if two or more of those whereabouts failures were alleged by FIFA or, if the whereabouts failures were alleged by



three different Anti-Doping Organisations, the Player concerned was included in the IRTP as of the date of the third whereabouts failure;

b) the Association or NADO concerned shall be responsible if two or more of those whereabouts failures were alleged by it or, if the whereabouts failures were alleged by three different Anti-Doping Organisations, the Player concerned was included in the national Registered Testing Pool as of the date of the third whereabouts failure. In this case, references to FIFA or the FIFA Disciplinary Committee shall, where appropriate, be understood as meaning the Association/NADO or the relevant hearing panel.

#### 2.

FIFA shall have the right to receive such further information about that alleged whereabouts failure from any other Anti-Doping Organisation in order to assess the strength of the evidence of such alleged whereabouts failure and to bring proceedings under art. 9 (Whereabouts failures) of the FIFA Anti-Doping Regulations in reliance thereon. If FIFA decides in good faith that the evidence in relation to such alleged whereabouts failure(s) is insufficient to support such proceedings under art. 9 of the FIFA Anti Doping Regulations, it may decline to bring proceedings based on such alleged whereabouts failure(s). Any decision by the Anti-Doping Organisation responsible that a declared whereabouts failure should be disregarded for lack of sufficient evidence shall be communicated to the other Anti-Doping Organisations and to WADA, shall be without prejudice to WADA's right of appeal under chapter X (Procedural rules) of the FIFA Anti-Doping Regulations, and in any event shall not affect the validity of the other whereabouts failures alleged against the Player in question.

#### 3.

FIFA should also consider in good faith whether or not a Provisional Suspension should be imposed on the Player pending determination of the proceedings, in accordance with chapter VII (Provisional Suspension) of the FIFA Anti-Doping Regulations.

#### 4.

A Player alleged to have committed an anti-doping rule violation under art. 9 (Whereabouts failures) of the FIFA Anti-Doping Regulations shall have the right to have such allegation determined at a full evidentiary hearing in accordance with chapter X, section 2 (Fair hearing) of the FIFA Anti-Doping Regulations.



The FIFA Disciplinary Committee shall not be bound by any determination made during the Results Management process, whether as to the adequacy of any explanation offered for a whereabouts failure or otherwise. Instead, the burden shall be on the Anti-Doping Organisation responsible for bringing the proceedings to establish all of the requisite elements of each alleged whereabouts failure.

#### 6.

If the FIFA Disciplinary Committee decides that one or two alleged whereabouts failures have been established to the required standard, but that the third alleged whereabouts failure has not, no violation of art. 9 (Whereabouts failures) of the FIFA Anti-Doping Regulations shall be found to have occurred. However, if the Player then commits one or two further whereabouts failures within the relevant 12-month period, new proceedings may be brought based on a combination of the whereabouts failure(s) established to the satisfaction of the hearing panel in the previous proceedings (in accordance with art. 70 par. 7 (Information concerning asserted anti-doping rule violations) and the whereabouts failure(s) subsequently committed by the Player.

#### 7.

Where FIFA fails to bring proceedings against a Player under art. 9 (Whereabouts failures) of the FIFA Anti-Doping Regulations within 30 days of WADA receiving notice of that Player's third alleged whereabouts failure in any 12-month period, it shall be deemed that FIFA has decided that no anti-doping rule violation was committed, for the purpose of triggering the appeal rights set forth in chapter X (Procedural rules) of the FIFA Anti-Doping Regulations.





### **1** Requirements for notification of Players

#### 1.

When initial contact is made with the selected Player, FIFA, the FIFA Doping Control Officer and/or the Chaperone, as applicable, shall ensure that the Player and/or a third party (if required in accordance with art. 4 par. 3 of this Annexe) is informed:

- a) that the Player is required to undergo a Sample collection;
- b) that FIFA is the Sample collection authority;
- c) of the type of Sample collection and any conditions that need to be adhered to prior to the Sample collection;
- d) of the Player's rights, including the right to:
  - i. have a representative present and, if available, an interpreter to accompany him;
  - ii. ask for additional information about the Sample collection process;
  - iii. request a delay in reporting to the Doping Control room for valid reasons;
  - iv. request modifications because of disabilities.
- e) of the Player's responsibilities, including the requirement to:
  - i. remain within direct observation of the FIFA Doping Control Officer and/or the Chaperone at all times from the time the initial contact is made with the Player until completion of the Sample Collection Session;
  - ii. provide adequate identification;
  - iii. comply with Sample collection procedures (and the Player should be advised of the possible consequences of failure to comply in accordance with art. 45 of the FIFA Anti-Doping Regulations); and



- iv. report immediately for Sample collection, unless there are valid reasons for a delay.
- f) of the location of the Doping Control room;
- g) that should the Player choose to consume food or fluids prior to providing a Sample, he does so at his own risk;
- h) not to hydrate excessively, since this may delay the production of a suitable Sample; and
- i) that any urine Sample provided by the Player to the Sample collection personnel should be the first urine passed by the Player subsequent to notification, i.e. he should not pass urine in the shower or otherwise prior to providing a Sample to the Sample collection personnel.

When contact is made with the selected Player, the FIFA Doping Control Officer and/or the Chaperone, as applicable, shall:

- a) keep the Player under constant observation, from the time that initial contact is made with the Player until completion of the Sample Collection Session;
- b) identify himself to the Player using official documentation provided by FIFA (e.g. FIFA Doping Control Officer card, assignment letter or the like) evidencing his authority to collect a Sample from the Player; and
- c) ask the Player to produce identification and confirm the Player's identity to ensure that the Player who is to be notified is the same Player who has been selected for Doping Control. The method of identification of the Player or the failure by the Player to confirm his identity shall be documented and reported to the FIFA Anti-Doping Unit. In such cases, the FIFA Anti-Doping Unit shall decide whether it is appropriate to report the situation as a failure to comply as set forth under art. 45 (Failure to comply with Doping Control) of the FIFA Anti-Doping Regulations.

#### 3.

The FIFA Doping Control Officer and/or Chaperone shall have the Player sign the relevant section of the Doping Control Form to acknowledge and



accept the notification. If the Player refuses to sign the Doping Control Form to confirm that he has been notified, or evades notification, the FIFA Doping Control Officer and/or Chaperone shall, if possible, inform the Player of the consequences of refusing or failing to comply. If it is the Chaperone who has dealt with the matter and not the FIFA Doping Control Officer, he shall immediately report all relevant facts to the FIFA Doping Control Officer, who in turn shall report the facts to the FIFA Anti-Doping Unit. Where possible, the FIFA Doping Control Officer shall proceed to collect a Sample. The FIFA Doping Control Officer shall document the facts and report the circumstances to the FIFA Anti-Doping Unit. FIFA shall follow the steps prescribed in art. 45 (Failure to comply with Doping Control) of the FIFA Anti-Doping Regulations.

#### 4.

The process set out in this Annexe may be adapted by FIFA to fit the particular requirements of each specific Competition and football discipline, particularly for beach soccer, futsal and the FIFA eWorld Cup™.

# **2** Procedure for In-Competition no-advance-notice tests

#### 1.

In principle, two Players from each team are selected for Testing either via random or target methods by the FIFA Anti-Doping Unit. Additional Players may be summoned for Sample collection (in accordance with art. 2 pars 3 and 4 of this Annexe). In the case of Competitions with lower Player numbers, e.g. beach soccer or futsal, in principle one Player per team may be tested.

#### 2.

Players shall be notified with no advance notice except where art. 4 par. 3 of this Annexe is applicable.

#### **Procedure regarding injured Players**

#### 3.

If either of these two Players is injured before the Match is over, the FIFA Doping Control Officer shall decide whether or not the injury is severe enough to prevent the Player from undergoing a doping test. If he decides the injury is severe enough, the FIFA Doping Control Officer shall perform a draw in order to replace the injured player for the doping test.





In addition, the FIFA Doping Control Officer is entitled to appoint additional Players to be tested at any time prior to, during or after the Match. An explanation for the appointment is not required.

### Procedure for notifying Players who have received a red card 5.

If a Player is shown the red card at any time of the Match, the FIFA Doping Control Officer shall decide whether the Player is to be escorted by the Chaperones to the Doping Control room, his team's changing room or the area of the stand allocated to his team to watch the Match from there until the names of the Players selected for the doping test are known, so that he is available to undergo the test immediately after the Match, if necessary. The Player may propose to voluntarily provide a Sample in order to be released after the procedure. However, the FIFA Doping Control Officer may accept or decline the Player's proposal without giving any justification.

### **3** Procedure for Out-of-Competition no-advance-notice tests during team activities

#### **Preparing for the Sample Collection Session**

1.

FIFA or the respective Confederation conducts no-advance-notice doping tests based on the whereabouts of Players of the teams in the elite testing pool (ETP) and pre-Competition testing pool (PCTP). In accordance with the test distribution plan, the FIFA Anti-Doping Unit selects teams for Testing.

#### 2.

If the Players of the team cannot be contacted by the FIFA Doping Control Officer after reasonable Attempts have been made using the whereabouts information provided, the matter shall be reported to the FIFA Anti-Doping Unit as soon as possible, as set forth in Annexe C. The FIFA Anti-Doping Unit shall then proceed to evaluate whether there has been a whereabouts filing failure (for Players in the IRTP) or a failure to provide timely and/or accurate whereabouts information (for Players/Associations in the PCTP) in accordance with Annexe C.

#### 3.

If the FIFA Doping Control Officer has located the Players of the team, he shall identify himself to the head of the delegation or the relevant representative of the team or club concerned by presenting his



authorisation as a FIFA Doping Control Officer and the assignment for the respective control, and discuss the procedure for the doping test with that person and the team doctor if applicable.

#### 4.

The head of the delegation or the relevant representative of the team or club concerned shall give the FIFA Doping Control Officer an up-to-date list of the Players of the team, including any absent Players at the time the doping test is undertaken. The reasons for any such absences shall be given to the FIFA Doping Control Officer, as well as the scheduled time of arrival at or return to the location of the Team Activities for these Players. If there is to be a random selection, the FIFA Doping Control Officer shall decide whether these Players are to be included in the random selection procedure for Players having to undergo a doping test. He shall further notify the FIFA Anti-Doping Unit, who shall proceed to evaluate whether there has been a whereabouts filing failure (for Players in the IRTP) or a failure to provide timely and/or accurate whereabouts information (for Players/Associations in the PCTP) in accordance with Annexe C.

#### 5.

Players to undergo Sample collection are either randomly selected by the FIFA Doping Control Officer or targeted by the FIFA Anti-Doping Unit.

#### **Notification of Players**

#### 6.

The FIFA Doping Control Officer and the team official/team doctor present shall sign the Doping Control Form. The FIFA Doping Control Officer shall notify the Player. The FIFA Doping Control Officer shall:

- a) identify himself to the Player using the official documentation provided by FIFA (e.g. FIFA Doping Control Officer card, assignment letter or the like) evidencing his authority to collect a Sample from the Player;
- b) ask the Player to produce identification and confirm the Player's identity to ensure that the Player who is to be notified is the same Player who has been selected for Doping Control. The method of identification of the Player or the failure by the Player to confirm his identity shall be documented and reported to the FIFA Anti-Doping Unit. In such cases, the FIFA Anti-Doping Unit shall decide whether it is appropriate to report the situation as a failure to comply as set forth under art. 45 (Failure to comply with Doping Control) of the FIFA Anti-Doping Regulations.



### **Procedure for Out-of-Competition no-advance-notice tests** on individual Players

#### 1.

FIFA conducts no-advance-notice doping tests based on the individual whereabouts of Players in the IRTP. In accordance with the test distribution plan, the FIFA Anti-Doping Unit selects individual Players for Testing via random or target methods.

#### 2.

For no-advance-notice Out-of-Competition Sample collection, reasonable Attempts should be made to notify Players of their selection for Sample collection. The FIFA Doping Control Officer shall record all notification Attempts that were made during such period.

#### 3.

When the Player is a Minor or Protected Person, or in situations where an interpreter is required and available, the FIFA Doping Control Officer shall consider whether a third party must be notified prior to notification of the Player. Should the circumstances so require, the FIFA Doping Control Officer may request the assistance of a third party in notifying the Player.

#### 4.

The identification procedure set forth under art. 3 par. 6 of this Annexe shall be followed. The FIFA Doping Control Officer shall also inform the Player of his rights, including his right:

- a) to have a representative and, if available, an interpreter to accompany him;
- b) to ask for additional information about the Sample collection process;
- c) to request a delay in reporting to the Doping Control room for valid reasons (as set forth herein under art. 5 of this Annexe); and
- d) to request modifications because of disabilities.

In addition, the FIFA Doping Control Officer shall also inform the Player of his responsibilities, including the requirement:

a) to report immediately for Sample collection unless there are valid reasons for a delay as specified in art. 5 par. 3 of this Annexe;



- b) to produce adequate identification;
- c) to remain within direct observation, as set forth under art. 5 of this Annexe; and
- d) to comply with the Sample collection procedure set forth in this Annexe.

If the Player cannot be contacted by the FIFA Doping Control Officer after reasonable attempts have been made using the whereabouts information provided by the Player, the matter shall be reported to the FIFA Anti-Doping Unit as soon as possible, as set forth in Annexe C (art. 9 par. 1 (Results management in respect of a missed test by the Player in the IRTP)). The FIFA Anti-Doping Unit shall then proceed to evaluate whether there has been a whereabouts failure in accordance with Annexe C.

### **5** Reporting time

#### 1.

From the time of notification until the Player leaves the Doping Control room at the end of his Sample Collection Session, he shall be kept under observation at all times.

#### 2.

For In-Competition controls, each Association and/or team concerned shall ensure that Players selected to undergo a doping test follow the Chaperone to the Doping Control room straight from the pitch as soon as the Match is over. For no-advance-notice tests on Players in the IRTP or PCTP, once the Player has been notified, he must report to the room assigned for Doping Control immediately for Sample collection unless there are valid reasons for delay as stated below.

#### 3.

The FIFA Doping Control Officer may at his discretion consider any reasonable third party request or any request by the Player for permission to delay reporting to the Doping Control room following acknowledgment and acceptance of notification, and/or to temporarily leave the Doping Control room after arrival, and may grant such permission if the Player can be continuously chaperoned and kept under direct observation during the





delay. For example, delayed reporting to and/or temporary departure from the Doping Control room may be permitted for the activities listed below. For In-Competition Testing:

- a) participation in a presentation ceremony;
- b) fulfilment of media commitments (e.g. flash interviews, but not press conferences);
- c) obtaining necessary medical treatment;
- d) locating a representative and/or interpreter;
- e) obtaining photo identification; or
- f) any other reasonable circumstances, as determined by the FIFA Doping Control Officer, taking into account any instructions given by FIFA.

For Out-of-Competition Testing:

- a) locating a representative and/or interpreter;
- b) completing a training session;
- c) receiving necessary medical treatment;
- d) obtaining photo identification; or
- e) any other reasonable circumstances, as determined by the FIFA Doping Control Officer, taking into account any instructions given by FIFA.

#### 4.

The FIFA Doping Control Officer shall document any reasons for delay in reporting to the Doping Control room and/or reasons for leaving the Doping Control room that may require further investigation by FIFA. Any failure of the Player to remain under constant observation should also be recorded and may be further investigated as a failure to comply in accordance with art. 45 of the FIFA Anti-Doping Regulations.

#### 5.

The FIFA Doping Control Officer shall reject a request for delay from a Player if it is not possible for the Player to be continuously chaperoned.



If, while keeping the Player under observation, the FIFA Doping Control Officer observes any matter with potential to compromise the test, he shall report and document the circumstances. If deemed appropriate by the FIFA Doping Control Officer, he shall follow the requirements of art. 45 (Failure to comply with Doping Control) of the FIFA Anti-Doping Regulations, and/or consider if it is appropriate to collect an additional Sample from the Player.

### 6 Doping Control room

#### 1.

The Doping Control room shall ensure the Player's privacy. For Testing, it shall be used solely as a Doping Control room for the duration of Sample collection. The FIFA Doping Control Officer shall record any significant deviations from these criteria.

#### 2.

In the case of In-Competition Doping Controls, only the following people are allowed into the Doping Control room:

- a) the Players who have been selected for Testing;
- b) the Player's representative;
- c) if the Player is a Minor, a Minor Player's representative observing the witnessing FIFA Doping Control Officer or Chaperone when the Minor Player is passing a urine Sample, but without the representative directly observing the passing of the Sample unless requested to do so by the Minor Player;
- d) the FIFA Doping Control Officer;
- e) the accredited assistant(s) of the FIFA Doping Control Officer;
- f) an authorised Person who is involved in the training of a Doping Control Officer or the auditing of the FIFA Doping Control Officers;
- g) a local official, if requested;
- h) the FIFA Match Commissioner, if requested;



- i) the FIFA General Coordinator, if requested;
- j) an interpreter approved by FIFA, if requested;
- k) a WADA-appointed observer under the WADA Independent Observer Programme or a WADA auditor as defined in the International Standard for Testing and Investigations;
- I) an independent observer who must be a doctor according to FIFA's requirements.

In the case of Out-of-Competition tests during Team Activities, only the following people are allowed into the Doping Control room:

- a) the Player(s) who has/have been selected for Testing;
- b) the Player's representative;
- c) if the Player is a Minor, a Minor Player's representative observing the witnessing FIFA Doping Control Officer or Chaperone when the Minor Player is passing a urine Sample, but without the representative directly observing the passing of the Sample unless requested to do so by the Minor Player;
- d) the FIFA Doping Control Officer;
- e) the accredited assistant(s) of the FIFA Doping Control Officer;
- f) an authorised Person who is involved in the training of a FIFA Doping Control Officer or the auditing of the FIFA Doping Control Officers;
- g) an interpreter approved by FIFA, if requested;
- h) a WADA-appointed observer under the WADA Independent Observer Programme or a WADA auditor as defined in the International Standard for Testing and Investigations;

#### 4.

In the case of Out-of-Competition tests on individual Players, only the following people are allowed into the Doping Control room:





- a) the Player who has been selected for Testing;
- b) the Player's representative;
- c) if the Player is a Minor, a Minor Player's representative observing the witnessing FIFA Doping Control Officer or Chaperone when the Minor Player is passing a urine Sample, but without the representative directly observing the passing of the Sample unless requested to do so by the Minor Player;
- d) the FIFA Doping Control Officer;
- e) the accredited assistant(s) of the FIFA Doping Control Officer;
- f) an authorised Person who is involved in the training of a FIFA Doping Control Officer or the auditing of the FIFA Doping Control Officers;
- g) an interpreter approved by FIFA, if requested;
- h) a WADA-appointed observer under the WADA Independent Observer Programme or WADA auditor as defined in the International Standard for Testing and Investigations.

The Players selected for Testing shall remain in the waiting area of the Doping Control room until they are ready to give Samples. In-Competition, non-alcoholic drinks shall be made available to the Players in the form of unopened and sealed plastic bottles, some of which are placed in a refrigerator in the Doping Control room.

#### 6.

For In-Competition Testing, the local security bodies shall take the necessary measures to ensure that no Persons other than those authorised under par. 2 of this article enter the Doping Control room. The entrance to the Doping Control room shall be constantly guarded. Responsibility for security during Out-of-Competition tests shall be borne by the relevant team delegations. The FIFA Doping Control Officer is entitled to refuse unauthorised Persons access to the Doping Control room.

#### 7.

In exceptional circumstances, the FIFA Doping Control Officer may give approval for a Player to leave the Doping Control room, provided that he has agreed the following conditions of leave with the Player:



- a) the purpose of the Player leaving the Doping Control room;
- b) the time of return (or return upon completion of an agreed activity);
- c) that the Player must remain under observation at all times.
- d) that the Player shall not pass urine until he gets back to the Doping Control room.

The FIFA Doping Control Officer shall document the actual time of the Player's departure and return to the Doping Control room.

### **7** Conducting the Sample Collection Sessions

The collection of urine and blood Samples shall be conducted in accordance with WADA's regulations, in particular with WADA's International Standard for Testing and Investigations.

## 8 Requirements for Sample collection

#### 1.

Any behaviour by the Player and/or Persons associated with the Player or anomalies with potential to compromise the Sample collection shall be recorded by the FIFA Doping Control Officer on the Doping Control Form. If appropriate, the FIFA Anti-Doping Unit shall investigate a possible failure to comply as set forth under art. 45 (Failure to comply with Doping Control) of the FIFA Anti-Doping Regulations.

#### 2.

The FIFA Doping Control Officer shall provide the Player with the opportunity to document any concerns he may have about how the Sample Collection Session was conducted.

#### 3.

In conducting the Sample Collection Session, the following information shall be recorded as a minimum:





- a) the date and time of notification, and the name and signature of the notifying FIFA Doping Control Officer or Chaperone;
- b) the arrival time of the Player at the Doping Control room and the times of any temporary departures and returns;
- c) the date and time of sealing of each Sample collected and the date and time of completion of the entire Sample Collection process;
- d) the names of the Testing authority, Sample Collection authority, Results Management authority and the Doping Control Coordinator (if applicable);
- e) the Competition/location, date and time of Sample provision;
- f) the Player's name, date of birth, gender, home address, email address, phone number and shirt number;
- g) the Player's sport and discipline;
- h) the name of the Player's team;
- i) the means by which the Player's identity is validated (e.g. passport, driver's licence or Player's accreditation);
- j) the name of the Player's coach and doctor and/or Person accompanying the Player (during Team Activities);
- k) the Sample code number and name of the equipment manufacturer;
- I) the type of Sample (urine, blood, etc.);
- m) the type of test (In-Competition or Out-of-Competition);
- n) the name and signature of the witnessing FIFA Doping Control Officer/Chaperone;
- o) the name and signature of the blood collection officer (if applicable);
- p) partial Sample information;
- q) the required laboratory information on the Sample;



- r) the medications and supplements taken and recent blood transfusion details (if applicable) as declared by the team doctor/Player;
- s) for an Athlete Biological Passport blood Sample, information as out-lined in Annex I of the International Standard for Testing and Investigations;
- t) any irregularities in procedures;
- u) the Player's comments or concerns regarding the conduct of the Sample Collection Session, if provided;
- v) the Player's acknowledgement of the processing of Sample Collection data and a description of such processing in accordance with International Standard for the Protection of Privacy and Personal Information;
- w) the Player's consent or otherwise for the use of the Sample(s) for research purposes;
- x) the name and signature of the Player's doctor and/or Person accompanying the Player (if applicable);
- y) the name and signature of the Player;
- z) the name and signature of the FIFA Doping Control Officer.

At the conclusion of the Sample Collection Session, the Player and FIFA Doping Control Officer shall sign appropriate documentation to indicate their satisfaction that the documentation accurately reflects the details of the Player's Sample Collection Session, including any concerns recorded by the Player. During Team Activities, the Player's doctor and/or Person accompanying the Player shall sign the documentation as a witness of the proceedings. In individual Testing, the Person accompanying the Player or witness, if applicable, shall sign the documentation.

#### 5.

The FIFA Doping Control Officer shall provide the Player with a copy of the Doping Control Form of the Sample Collection Session that has been signed by the Player.





### **9** Post-test administration

#### 1.

The FIFA Anti-Doping Unit shall ensure that all Samples collected are stored in a manner that protects their integrity, identity and security prior to transport from the Doping Control room. The FIFA Doping Control Officer shall record the Chain of Custody of the Samples and Sample collection documentation to ensure that the complete documentation for each Sample is completed and securely handled. The FIFA Anti-Doping Unit shall confirm that both the Samples and the Sample collection documentation have arrived at their intended destinations. The laboratory shall report any irregularities the condition of the Samples upon their arrival at the FIFA Anti-Doping Unit in line with the International Standard for Laboratories.

#### 2.

The FIFA Anti-Doping Unit shall ensure that instructions for the type of analysis to be conducted are laid down in the agreement with the laboratory chosen in accordance with chapter IX, section 2 (Analysis of Samples) of the FIFA Anti-Doping Regulations.

### Transport of Samples and documentation

#### 1.

The FIFA Anti-Doping Unit shall authorise a transport system that ensures that Samples and documentation will be transported in a manner that protects their integrity, identity and security.

#### 2.

Samples shall always be transported to the laboratory chosen in accordance with chapter IX, section 2 (Analysis of Samples) of the FIFA Anti-Doping Regulations, using FIFA's authorised Sample transport method, as soon as practicable after the completion of the Sample Collection Session. Samples shall be transported in a manner that minimises the potential for Sample degradation due to factors such as time delays and extreme temperature variations.

#### 3.

Documentation identifying the Player shall not be included with the Samples or documentation sent to the laboratory chosen in accordance



with chapter IX, section 2 (Analysis of Samples) of the FIFA Anti-Doping Regulations.

#### 4.

The FIFA Doping Control Officer shall send all relevant Sample Collection Session documentation to the FIFA Anti-Doping Unit using FIFA's authorised transport method as soon as practicable after the completion of the Sample Collection Session.

#### 5.

The Chain of Custody shall be checked by the FIFA Anti-Doping Unit if receipt of either of the Samples with accompanying documentation or Sample Collection Session documentation is not confirmed at its intended destination or if a Sample's integrity or identity may have been compromised during transport. In this instance, the FIFA Anti-Doping Unit shall consider whether the Sample should be voided.

#### 6.

Documentation relating to a Sample Collection Session and/or an anti-doping rule violation shall be stored by FIFA for a minimum of ten years as per the requirements of the International Standard for the Protection of Privacy and Personal Information.



# **Doping Control Form**

FIFA COMPE						
1. PLAYER NOT	IFICATION		)			
Player's name:				Shirt no.:		Date of birth:
Match/venue:		Ma	atch no.:	Team:		
Type of identification: Accreditation ID / Passport Driver's license					is requested to report	yer has been selected to undergo a doping test a immediately after the match to the doping con companied by one representative (doctor, co
Jrine 🗌 Blood 🗌 D	ate:	Time of notifi	ication: 🚺 : (		or team official). I he	reby acknowledge that I have received and r the player's rights and responsibilities listed on
DCO/Chaperone name	2:					, and I consent to provide sample(s) as requeste e or refusal to provide a sample may constitute
DCO/Chaperone Signature:					Player's signature:	
2. PLAYER INFO	ORMATION				(	
			Time of temporary	/ departures	and returns:	
Fime of arrival in dopi	ng control room: 🦳	i arriva		return:		Doctor's Name
Adress:		City/Town			State	Coach's Name
Country		( ) Contact Tel (incl. Cou	ntry Code)		E-Mail	Accompanying Person's Name
Ba. INFORMATI	ON FOR ANALY	SIS				
n-competition 🗌 🗌 🤇	Dut-of-competition	Sample collection of	late:		Gender: m f	Equipment manufacturer
Blood serum A/B:		Time:		Name of FIFA	BCO	Signature of FIFA BCO
Whole blood A/B:		Time:		Name of FIFA	BCO	Signature of FIFA BCO
Jrine A/B:		ml	s/g			
Partial urine No.:			ml	Player's initials		Name of the witnessing FIFA DCO/Chaperone
ample: No.:			ml	Player's initials		Signature of the witnessing FIFA DCO/Chaperone
A/B:	ON OF MEDICA	ml J	S/G OF SIDE SIDE SIDE SIDE SIDE SIDE SIDE SIDE	Time: n during the pas Method	st 7 days and any blood	Signature of the witnessing FIFA DCO/Chaperono transfusions received during the past three m Start and duration of treatment
When all analyses have bee	der to help combat doping i en completed and my sampl	e would otherwise be disc	arded, it may then be u			ry for
	v type, provided it can no lo ON OF PROCED			OOD TES	TING	l accept 🖵 🛛 l refu:
Remarks:						
Doping Collection Off	icer's name:			Dopi	ng Collection Office	Supplementary form used er's signature:
eam representative's/	'player representative's	name:		Team	representative's/pl	ayer representative's signature:
dealers of the dealers of		1	had also in the	Playe	r's signature:	
vas conducted in accorda	ation given on this form ance with the relevant pro rol, including but not limit	cedures. Furthermore, I a	accept that all informa	tion		
e shared with the releva ederations) in accordance	ant bodies (for instance W with the relevant regulatio	ADA, international, cont ns, including the FIFA Ant	tinental or national sp i-Doping Regulations.	orts Place	:	
	d the text everleaf and I cou	sent to the processing of	my doping control-rela	ated		
have read and understoo data through ADAMS or a	ny other reliable means or i		, ., <u>,</u>	Time		Date: DDMMY

# Annexe E may be amended by the FIFA administration from time to time.

00.00



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# **Doping Control Form – Supplementary**

### PLAYER INFORMATION FORM

I have been asked by the Fédération Internationale de Football Association (FIFA), headquartered in Zurich, Switzerland, to read the following form to ensure that I am aware that my doping control-related data, including but not limited to personal information and the athlete biological passport and all data related to the process, including test distribution planning, sample collection and handling, laboratory analysis, results management and sanctions, will be processed and stored in accordance with this form and used in anti-doping sanctions, will be processed and solved in accordance with this form and used in anti-dopining programmes for the detection, deterrence and prevention of doping according to the FIFA Anti-Doping Regulations, the World Anti-Doping Code ("Code") and the WADA (World Anti-Doping Agency) International Standards.

### CONFIRMATION

By signing this form, I confirm that I have been informed accordingly and that I acknowledge

I am bound by and shall comply with the provisions of the FIFA Anti-Doping Regulations, the Code and the International Standards issued by WADA, as amended from time to time;

- Wood and the international standards issued by WADX, as antended norm the to time, My doping control-related data as further specified in this information form will be used in the context of anti-doping programmes indicated in the FIFA Anti-Doping Regulations and the Code. FIFA may also use my data for research purposes, in which case any personal information that could identify me will be removed or changed before data is shared with other researchers or results are made public;
- FIFA shall be principally responsible for ensuring the protection of my data, and is committed to complying with the International Standard for the Protection of Privacy and Personal Information issued by WADA;
- Pursuant to the above-mentioned International Standard and under the applicable law, I have certain rights in relation to my doping control-related data, including rights to access and/or correct any inaccurate data and remedies with respect to any unlawful processing of

and/or correct any inaccurate data and remedies with respect to any unlawful processing of data as further specified below;
FIFA will use, process and store my doping control-related data via the WADA Anti-Doping Administration and Management System ("ADAMS") and/or other internal FIFA means ("the FIFA System"). FIFA will disclose and transfer my doping control-related data via ADAMS to recipients authorised to receive the information in accordance with the FIFA Anti-Doping Regulations and the Code (for instance, designated anti-doping organisations ("ADOS"), national ADOs, international and national sports federations, major competition organisers and WADA), which may include the creation of personal online profiles and the entry of information: information:

- I am responsible for ensuring that all information that I enter (or that is entered on my behalf) into ADAMS is accurate and up to date;
  FIFA only uses WADA-accredited laboratories as well as laboratories that have been approved by WADA and that will also use and process my laboratory test results, but shall only have
- by WADA and while about set and process my particularity test results, but shall only have access to the anonymised, key-coded data;
  Persons or parties receiving my information may be located outside my country of residence, including Switzerland and Canada. In some countries, data protection and privacy laws may not be equivalent to those in my own country;
  Subject to applicable local laws, any dispute arising from this form or a decision made pursuant to the FIFA Anti-Doping Regulations may be appealed exclusively before the bodies
- stipulated in the FIFA Anti-Doping Regulations, including the Court of Arbitration for Sport

I further acknowledge the following:

#### PURPOSE OF ADAMS

ADAMS enables ADOs, such as FIFA and WADA, to conduct harmonised, coordinated and ADAMS enables ADOS, such as FIFA and WADA, to conduct harmonised, coordinated and effective anti-doping programmes and to fulfil their respective responsibilities arising under the Code. ADAMS and the FIFA System may be used for scheduling in and out-of-competition doping tests and managing related information, including TUEs, whereabouts information, information about the results of anti-doping tests, information relating to the athlete biological passport, and sanctions-related information relevant to individual athletes. WADA and FIFA rely upon ADAMS and the FIFA System to fulfil their responsibilities under the Code, including the performance of out-of-competition testing, the review of TUEs and its implications for anti-doping nule violation or recervers. anti-doping rule violation procedures

#### LAWFUL NESS OF THE PROCESSING

The fight against doping in sport is supported by the international community, and more than 180 countries have ratified the 2005 UNESCO International Convention against Doping in Sport ("Convention"), which endorses the work of WADA and aims at ensuring the effectiveness of The implementation of the Code. The worldwide anti-doping system pursuant to the Code, as further reflected in the FIFA Anti-Doping Regulations, is necessary for the protection of health, for moral, cultural and physical education and for the principle of fair play, as well as to eliminate cheating in sport and to protect its future. The anti-doping measures undertaken by FIFA and the processing of my data form part of the worldwide fight against doping in sport in furtherance of the aforementioned goals and are justified to carry out an important task in the worldwide fight against doping the sport of the worldwide fight against doping the sport and furtherance of the aforementioned goals and are justified to carry out an important task in the public interest and to pursue important and legitimate interests as set out in the Convention. the Code and the FIFA Anti-Doping Regulations

### CATEGORIES OF DATA CONCERNED

CATEGORIES OF DATA CONCERNED ADAMS and the FIFA System may contain the following categories of data: my unique ADAMS profile, consisting of data relating to my identity (name, nationality, date of birth, gender, the sport(s) and discipline(s) in which I compete, organisations and/or sports federations to which I belong, an indication of whether I compete at international or national level, and whether I am considered to be a national or international-level athlete in accordance with the rules of FIFA, my confederation and/or national ADD); data relating to my whereabouts, to tard distribution plasmice (for the totical concerts). the fues of IFA, inj controleration and/or hardon a ADD, data feading to finj whereadouts, to test distribution planning (for the testing pools in which I am included); data relating to my TUEs, if any; data relating to doping control (test distribution planning, sample collection and handling, laboratory analysis, results management, hearings and appeals); and data relating to the athlete biological passport. Some of the above data may constitute sensitive personal data under national data protection or privacy laws where I reside and under the WADA International Standards.

#### DISCLOSURES

Part of my ADAMS profile may be shown to other ADOs using ADAMS to ensure that only a single athlete profile is created for me. FIFA and WADA, where appropriate, may enable other

ADOs and service providers to access some of my information appearing in ADAMS to enable ADDs and service providers to access some of my information appearing in ADAM's to enable them to administer anti-doping programmes. In addition, WADA may access and process some of my data in ADAM's (i.e. TUE data, laboratory results, the athlete biological passport, sanctions and whereabouts data) to fulfil its responsibilities under the Code. IFA, WADA and the organisations listed above will not disclose any of my data other than to authorised persons within their organisations on a "need-to-know" basis; each of the organisations accessing and using ADAMS may only do so in order to fulfil their responsibilities and obligations arising under the FIFA Anti-Doping Regulations and the Code, which primarily involve the establishment of anti-doping programmes and ensuring appropriate information-sharing as provided for under the FIFA Anti-Doping Regulations and the Code.

### INTERNATIONAL TRANSFERS

My data may be made available through ADAMS to persons or parties located outside the country where I reside since my information is to be shared with WADA, established in Switzerland and Canada, and may be shared with the ADO in the country where my national association is registered and with my relevant confederation in order to allow them to perform association is registered and within the recent recenciled and motion to allow the form the periodin their anti-objing programmes and to comply with their obligations under the Code. The data protection and privacy laws of these countries may not always be equivalent to those in my own country. In any case, ADOs must comply with WADA's International Standard for the Protection of Privacy and Personal Information.

### MY RIGHTS

In have certain rights under applicable laws and under WADA's International Standard for the Protection of Privacy and Personal Information. Subject to the relevant legal conditions being fulfilled, these rights include: (a) the right to be informed about the processing of my personal fuffiled, these rights include: (a) the right to be informed about the processing of my personal data; (b) the right of access to and receipt of a copy of my personal data processed within ADAMS; (c) the right to rectification if any of my personal data that is processed within ADAMS; (c) the right to rectification if any of my personal data that is processed in ADAMS and is no longer required for the relevant purposes; (e) the right to restrict or prevent the processing of my personal data is no longer required for the relevant purposes; (e) the right to restrict or prevent the processing of my personal data is no longer needed; (f) the right to obtain a copy of my personal data processed in ADAMS; (g) the right to object to FIFA processing the personal data for particular purposes if FIFA cannot provide compelling legitimate grounds for its processing. I further take note that the personal data processed by FIFA is not subject to automated decision-making, including profiling.

I acknowledge that according to the Code, FIFA has limited competence to erase or amend my personal data. Should FIFA, despite using its reasonable efforts, fail to comply with my request, I will have to exercise my rights before WADA and/or the ADO of my national association.

### CONTACT

n the event of any cause for complaint about the use of my personal data or if I have any In the event of any cause for complaint about the use of my personal data or if I have any questions relating to the processing of my personal data, I may contact IFAA (antidopin@fifa. org). In the event of any such complaint or question, RIFA shall use its reasonable efforts to best resolve the matter. If I am not satisfied with RIFA's response, I may contact WADA and/ or the ADO of the country of my national association. For further details, I may also consult the athlete information notice, which is subject to change without notice, as found on the WADA website

### DISPUTES

If the matter cannot be resolved, I have the right to lodge a complaint with the competent data protection supervisory authority in accordance with data protection laws applicable to m

### SECURITY

Have taken note that ADAMS is securely maintained in Switzerland and Canada. Stringent technological, organisational and other security measures have been applied to ADAMS to maintain the security of the data entered in it. In addition, FIFA, WADA and ADOs have put in place internal and contractual guarantees to ensure that my data remains confidential and

#### DATA RETENTION

DATA RETENTION I understand that it may be necessary to retain my data in ADAMS or the FIFA System for a minimum period of ten years. For instance, if ADAMS is used for TUEs and I am granted a TUE, the TUE approval forms will be stored electronically in ADAMS for a minimum period of ten years. The period of ten years represents the period during which an action may be commenced for an anti-doping violation under the Code. Where the relevant anti-doping rules do not require my data to be retained for ten years, the data will be deleted after an appropriately herdro nord For more information and data tentorition. Unav consult the Anaport WADAK shorter period. For more information on data retention. I may consult the Annexe to WADA's International Standard for the Protection of Privacy and Personal Information.

hereby release FIFA and the accredited laboratories from all claims, demands, liabilities, lamages, costs and expenses that may arise in connection with the processing of my doping damages, costs and exper control-related data through ADAMS and other means such as the FIFA System

### REFUSAL

I understand that my participation in association football is contingent upon my voluntary participation in anti-doping procedures as set forth in the relevant regulations, including the FIFA Anti-Doping Regulations, and thus the processing of my doping control-related data as described in this form

described in this form. I understand that any refusal on my part to undergo anti-doping procedures and to have my doping control-related data processed will be construed as a violation of the relevant regulations, including the Code and FIFA Anti-Doping Regulations, and may result in disciplinary and other sanctions being imposed upon me, such as disqualification from competitions, the invalidation of results arising from prior competitions and/or the imposition of a period of interactivities. ineligibility

### DECLARATION

ning this form, I hereby declare that I am familiar with and agree to abide by the relevant regulations, including the FIFA Anti-Doping Regulations and the Code





Reference is made to the list of World Anti-Doping Agency (WADA)-accredited laboratories published by WADA, which is available at www.wada-ama.org.





# **REGULATIONS** on the Status and Transfer of Players





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# DEFINITIONS

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

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

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





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



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



- 37. TMS User: an individual trained and authorised to access TMS on behalf of a club or association. All TMS users have their own unique login credentials.
- <u>38.</u> TMS Manager: the main TMS user and point of contact for a club or association with access to TMS.
- 39. Transfer Instruction: the information entered in TMS to transfer a player from one club to another. The transfer instruction type is defined by the information entered: (i) "engage" or "release"; (ii) "permanently" or "on loan"; (iii) "professional player" or "amateur player"; (iv) with transfer agreement" or "without transfer agreement"; (v) "against payment" or "free of payment".
- 40. Validation Exception: an issue relating to an international transfer in TMS that prevents it from proceeding to the next status, thus requiring FIFA's intervention.
- <u>41.</u> Competition period: the period starting with the first official match of the national league championship or national cup competition, whichever comes first, and ending with the last official match played within those competitions.
- 42. Adoption leave: a minimum period of eight weeks' paid absence granted to a female player/coach in case of the adoption of a child who is younger than the age of two. The period of paid absence is reduced to four weeks for a child between two and four years of age and to two weeks for a child who is older than the age of four. The adoption leave must be taken within six months of the date of the formal adoption and cannot be accumulated with family leave for the same child.
- 43. Family leave: a minimum period of eight weeks' paid absence granted to a female player/coach other than the biological mother following the birth of the child. The family leave must be taken within six months of the date of birth of the child and cannot be accumulated with adoption leave for the same child.

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

NB: Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa. 405





# INTRODUCTORY PROVISION

### 1. Scope

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

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

a) The following provisions are binding at national level and must be included without modification in the association's regulations: articles 2-8, 10 (subject to article 1 paragraph 3 b) below), 11, 12bis, 18, 18 paragraph 7, 18bis, 18ter, 18quater, 18quinquies, 19 and 19bis.

In relation to articles 18 paragraph 7, 18quater and 18quinquies, where a validly negotiated collective bargaining agreement contains provisions related to female professional football, the respective provisions of the collective bargaining agreement shall prevail in their totality, and a clear reference to the collective bargaining agreement shall be included in the association's regulations. Where no collective bargaining agreement exists, but where more favourable conditions are stipulated pursuant to national law, these more favourable conditions shall be included in the association's regulations.

b) Associations are given three years from 1 July 2022 to implement, in agreement with domestic football stakeholders, rules on a domestic loan system which are in line with the principles of integrity of competitions, youth development, and the prevention of hoarding players. For the avoidance of doubt, the limitation on the number of loans at national level may differ from article 10 as long as it is consistent with these principles.

# 3.



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







# STATUS OF PLAYERS

# 2. Status of players: amateur and professional players

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

## 3. Reacquisition of amateur status

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

## 4. Termination of activity

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





# REGISTRATION OF PLAYERS

# 5. Registration

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



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

# 5bis Bridge transfer

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





### 6. Registration periods

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



- e) A professional whose contract has expired or been terminated as a result of COVID-19 has the right to be registered outside a registration period, regardless of the date of expiry or termination.
- 4. Whenever allowing a registration outside a registration period, member associations shall pay due consideration to the sporting integrity of the relevant competition. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may define the criterion of sporting integrity in more detail.
- 5. In cases where the FIFA general secretariat allows a registration outside a registration period based on the exception in paragraph 3 a), any domestic regulatory provision or contractual agreement requiring the consent of the former club to register the player shall be null and void. In cases where a player's employment contract has expired, consent of the former club shall never be required to register the player.
- 6. With respect to the exceptions in paragraph 3 c) and d), associations shall adapt their domestic rules accordingly. However, priority shall be given to ensuring that a female player that has returned from maternity leave is eligible to participate in domestic competitions, as well as the sporting integrity of the relevant competition.
- <u>7.</u> Players may only be registered, subject to the exceptions provided for in article 6 paragraph 3, upon submission through the electronic player registration system of a valid application from the club to the relevant association during a registration period.
- 8. The provisions concerning registration periods do not apply to competitions in which only amateurs participate. The relevant association shall specify the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition.

## 7. Player passport

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

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

## 8. Application for registration

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

### 9. International Transfer Certificate

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



# 10. Loan of professionals

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





- d) rules governing registration at national level must be determined by the association in agreement with domestic football stakeholders.
- 5. The terms of article 10 paragraph 4 are without prejudice to:
  - a) the operation of article 17 relating to termination of the contract between the professional and the new club;
  - b) the operation of article 17, should the former club fail to reintegrate the professional immediately; and
  - c) the right of the former club to seek compensation resulting from its obligation to reintegrate the professional. The minimum compensation payable shall be the amount the former club must pay the professional between the date of reintegration and the original completion date of the loan agreement.
- 6. The following limitations apply from 1 July 2024:
  - a) a club may have a maximum of six professionals loaned out at any given time during a season;
  - b) a club may have a maximum of six professionals loaned in at any given time during a season.
- 7. The loan of a professional will be exempt from the above limitations if:
  - a) the loan occurs before the end of the season of the former club in which the professional turns 21; and
  - b) the professional is a club-trained player with the former club.
- 8. The following restrictions apply irrespective of age or club-trained status:
  - a) a club may have a maximum of three professionals loaned out to a specific club at any given time during a season;
  - b) a club may have a maximum of three professionals loaned in from a specific club at any given time during a season.
- <u>9.</u> The following transition period shall apply for the limitations in article 10 paragraph 6:
  - a) from 1 July 2022 to 30 June 2023: a maximum of eight professionals for each limitation;
  - b) from 1 July 2023 to 30 June 2024: a maximum of seven professionals for each limitation.





# 11. Unregistered players

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

# 12. Enforcement of disciplinary sanctions

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

# 12bis Overdue payables

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





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







MAINTENANCE OF CONTRACTUAL STABILITY BETWEEN PROFESSIONALS AND CLUBS

### 13. Respect of contract

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

### 14. Terminating a contract with just cause

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

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

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





# 15. Terminating a contract with sporting just cause

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

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

A contract cannot be unilaterally terminated during a competition period.

# 17. Consequences of terminating a contract without just cause

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

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

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

- i. In case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.
- ii. In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated





Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.

- iii. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail.
- 2. Entitlement to compensation cannot be assigned to a third party. If a professional is required to pay compensation, the professional and his new club shall be jointly and severally liable for its payment. The amount may be stipulated in the contract or agreed between the parties.
- 3. In addition to the obligation to pay compensation, sporting sanctions shall also be imposed on any player found to be in breach of contract during the protected period. This sanction shall be a four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs. This suspension of the sporting sanctions shall, however, not be applicable if the player is an established member of the representative team of the association he is eligible to represent, and the association concerned is participating in the final competition of an international tournament in the period between the last match and the first match of the next season. Unilateral breach without just cause or sporting just cause after the protected period shall not result in sporting sanctions. Disciplinary measures may, however, be imposed outside the protected period for failure to give notice of termination within 15 days of the last official match of the season (including national cups) of the club with which the player is registered. The protected period starts again when, while renewing the contract, the duration of the previous contract is extended.
- 4. In addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period. It shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach. The club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally only as of the next registration period following the complete





serving of the relevant sporting sanction. In particular, it may not make use of the exceptions stipulated in article 6 paragraph 3 of these regulations in order to register players at an earlier stage.

5. Any person subject to the FIFA Statutes and regulations who acts in a manner designed to induce a breach of contract between a professional and a club in order to facilitate the transfer of the player shall be sanctioned.

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

- 1. Any employment contract that is concluded following the provision of football agent services shall specify the football agent's name, their client, their FIFA licence number and their signature, in accordance with the FIFA Football Agent Regulations.
- 2. The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.
- 3. A club intending to conclude a contract with a professional must inform the player's current club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months. Any breach of this provision shall be subject to appropriate sanctions.
- <u>4.</u> The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.
- 5. If a professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply.
- 6. Contractual clauses granting the club additional time to pay to the professional amounts that have fallen due under the terms of the contract (so-called "grace periods") shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.





**7.** Female players are entitled to maternity, adoption and family leave during the term of their contract, paid at the equivalent of two thirds of their contracted salary. Where a validly negotiated collective bargaining agreement contains provisions related to maternity, adoption and/or family leave, the respective provisions of the collective bargaining agreement shall prevail. Where no collective bargaining agreement exists, but where more favourable conditions are stipulated pursuant to national law, these more favourable conditions shall prevail.





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

# 18bis Third-party influence on clubs

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

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

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





# SPECIAL PROVISIONS RELATING TO FEMALE PLAYERS

# 18quater Special provisions relating to pregnancy, adoption and family leave

#### Validity of an employment contract

1. The validity of a contract may not be made subject to the taking of, or the result of, a pregnancy test, the player being or becoming pregnant during its term, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general.

#### Terminating a contract without just cause and consequences

- 2. If a club unilaterally terminates a contract on the grounds of a player refusing to take a pregnancy test, being or becoming pregnant, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general, the club will be deemed to have terminated the contract without just cause.
  - a) It shall be presumed, unless proven to the contrary, that the unilateral termination of a contract by a club during a pregnancy or maternity, adoption or family leave occurred as a result of a player being or becoming pregnant, adopting a child or utilising rights related to family leave.
- 3. Where a contract has been terminated on the grounds stipulated above, as an exception to article 17 paragraph 1:
  - a) compensation due to a player shall be calculated as follows:
    - in case the player did not sign any new contract following the termination of her previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
    - ii. in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early;
    - iii. in either case described above, the player shall be entitled to additional compensation corresponding to six monthly salaries of the prematurely terminated contract;
    - iv. collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail;



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- b) in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to have unilaterally terminated a contract on the grounds of a player being or becoming pregnant, being on maternity, adoption or family leave, or utilising rights related to maternity, adoption or family leave in general. The club shall be banned from registering any new female players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and measures stipulated in article 6 paragraph 3 c) of these regulations in order to register players at an earlier stage;
- c) the sanction provided for in b) above may be applied cumulatively with a fine.

#### Rights relating to pregnancy, adoption and family leave

- <u>4.</u> Where a player becomes pregnant during the term of her contract, the following shall apply:
  - a) The player has the right to continue providing sporting services to her club (i.e. playing and training). The club has an obligation to respect the decision and formalise a plan for her continued sporting participation in a safe manner, prioritising her health and that of the unborn child. The player shall be entitled to receive her full remuneration, until such time that she utilises maternity leave.
  - b) Should the player deem that it is not safe for her to continue providing sporting services, or should she choose not to exercise her right to continue providing sporting services, the club shall offer the player the possibility to provide employment services in an alternative manner. If she renders employment services in an alternative manner, or if the club is unable to offer alternative employment services that can reasonably be expected in the context of the ongoing contract, the player shall be entitled to receive her full remuneration, until such time that she utilises her maternity leave.
  - c) If, for medical reasons related to a pregnancy, a player is unable to provide sporting or employment services in an alternative manner, then the player is entitled to medical leave, subject to the production of a valid medical certificate issued by her personal gynaecologist or specialist medical practitioner. The player shall be entitled to full remuneration, until such time that she utilises maternity leave.





- 5. A pregnant player, adoptive parent or a player utilising rights related to family leave has the right, during the term of her contract, to:
  - a) independently determine the commencement date of her maternity, adoption or family leave, taking into consideration the minimum periods provided (cf. Definitions). Any club that pressures or forces a player to take maternity, adoption or family leave at a specific time shall be sanctioned by the FIFA Disciplinary Committee;
  - b) return to football activity after the completion of her maternity, adoption or family leave. For a player completing maternity leave, the club has an obligation to reintegrate her into footballing activity (cf. article 6 paragraph 3 d)), agree together with the player on a postpartum plan and provide adequate ongoing medical support.

The player shall be entitled to receive her full remuneration following her return to football activity.

#### Breastfeeding

6. A player shall be provided the opportunity to breastfeed an infant and/or express breast milk whilst providing sporting services to her club. Clubs shall provide suitable facilities in accordance with applicable national legislation in the country of a club's domicile or a collective bargaining agreement. The player's reduced working hours for these reasons will be considered justified, without any reduction in salary.

#### **18quinquies Menstrual health**

Clubs shall at all times respect the needs of female players related to their menstrual cycle and menstrual health. Subject to the production of a valid medical certificate issued by her personal gynaecologist or specialist medical practitioner, a female player shall be entitled to be absent from training or matches whenever her menstrual health so requires. The player shall be entitled to receive her full remuneration when exercising these rights related to menstrual health.







# INTERNATIONAL TRANSFERS INVOLVING MINORS

#### 19. Protection of minors

- <u>1.</u> International transfers of players are only permitted if the player is over the age of 18.
- 2. The following five exceptions to this rule apply:
  - a) The player's parents move to the country in which the new club is located for reasons not linked to football.
  - b) The player is aged between 16 and 18 and:
    - i. the transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA); or
    - ii. the transfer takes place between two associations within the same country.

The new club must fulfil the following minimum obligations:

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



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

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

- e) The player is a student and moves without his parents to another country temporarily for academic reasons in order to undertake an exchange programme. The duration of the player's registration for the new club until he turns 18 or until the end of the academic or school programme cannot exceed one year. The player's new club may only be a purely amateur club without a professional team or without a legal, financial or de facto link to a professional club.
- 3. The provisions of this article shall also apply to any player who has never previously been registered with a club, is not a national of the country where the association at which he wishes to be registered for the first time is domiciled, and has not lived continuously for at least the last five years in said country.
- <u>4.</u> Where a minor player is at least ten years old, the Players' Status Chamber of the Football Tribunal must approve:
  - a) their international transfer according to paragraph 2;
  - b) their first registration according to paragraph 3; or
  - c) their first registration, where the minor player is not a national of the country where the association at which they wish to be registered is domiciled and has lived continuously for at least the last five years in that country.
- 5. Approval pursuant to paragraph 4 is required prior to any request for an ITC and/or a first registration by an association.
- 6. Where a minor player is under ten years old, it is the responsibility of the association that intends to register the player as per the request of its affiliated club to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c). Such verification shall be made prior to any registration.
- <u>7.</u> An association may apply to the Players' Status Chamber of the Football Tribunal for a limited minor exemption ("LME").
  - a) An LME, if granted, relieves an association, under specific terms and conditions and solely for amateur minor players who are to be registered with purely amateur clubs, from the application obligations set out in paragraph 4.



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- b) In such a case, prior to any request for an ITC and/or a first registration, the association concerned is required to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c).
- 8. A club that has registered a minor player following a national transfer, international transfer or first registration shall:
  - owe a duty of care to the minor;
  - take any reasonable measures to protect and safeguard the minor from any possible abuse; and
  - ensure that the minor is provided with an opportunity to obtain an academic education (according to the highest national standards) that allows them to pursue a career other than football.
- 9. The procedures for applying to the Players' Status Chamber of the Football Tribunal for the matters described in this article are contained in the Procedural Rules Governing the Football Tribunal.

### 19bis Registration and reporting of minors at academies

- 1. Clubs that operate an academy (within their own structure and/or through a separate entity with legal, financial or de facto links to the club) are obliged to report all minors who attend the academy (registered with the club or not) to the association with which the club concerned is affiliated. When an academy is operated outside the territory of the club's respective association, the reporting shall be made by the club to the association on whose territory the academy operates
- 2. Each association shall request all academies without legal, financial or de facto links to a club (private academies) operating on its territory to report all minors who attend the academy to the association. Each association shall report any wrongdoing occurring at private academies of which it becomes aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.
- 3. Each association shall keep a register of players, comprising at least the following information: full name (first, middle and last names), nationality, date of birth, country of origin (or previous country of domicile), agent (if any) and club operating the respective academy, regarding the minors who have been reported to it by clubs or academies.



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

Such reports shall contain a *prima facie* assessment of whether the minor meets the requirements of article 19.

<u>7.</u> Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.

## **19ter Trials**

#### General conditions for all triallists

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





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

#### Conditions specific to minor triallists

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



#### Other matters

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

#### Sanctions

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







# TRAINING COMPENSATION AND SOLIDARITY MECHANISM

## 20. Training compensation

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

## 21. Solidarity mechanism

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







# JURISDICTION

## 22. Competence of FIFA

- 1. Without prejudice to the right of any player, coach, association, or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear:
  - a) disputes between clubs and players in relation to the maintenance of contractual stability (articles 13-18) where there has been an ITC request and a claim from an interested party in relation to said ITC request, in particular regarding the issue of the ITC, sporting sanctions or compensation for breach of contract;
  - b) employment-related disputes between a club and a player of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by a national dispute resolution chamber (NDRC), or a national dispute resolution body operating under an equivalent name, that has been officially recognised by FIFA in accordance with the National Dispute Resolution Chamber Recognition Principles. Any such jurisdiction clause must be exclusive and included either directly in the contract or in a collective bargaining agreement applicable to the parties;
  - c) employment-related disputes between a club or an association and a coach of an international dimension; clubs and coaches may, however, explicitly opt in writing for disputes between them to be decided by an NDRC, or a national dispute resolution body operating under an equivalent name, that has been officially recognised by FIFA in accordance with the National Dispute Resolution Chamber Recognition Principles. Any such jurisdiction clause must be exclusive and included either directly in the contract or in a collective bargaining agreement applicable to the parties;
  - d) disputes relating to training compensation (article 20) and the solidarity mechanism (article 21) between clubs belonging to different associations, that are not governed by the FIFA Clearing House Regulations;
  - e) disputes relating to training compensation (article 20) and the solidarity mechanism (article 21) between clubs belonging to the same association provided that the transfer of a player at the basis of the dispute occurs between clubs belonging to different associations, that are not governed by the FIFA Clearing House Regulations;
  - f) matters of legal or factual complexity in an EPP review process in accordance with article 10 paragraph 3 of the FIFA Clearing House Regulations and disputes between clubs in accordance with article 18 paragraph 2 of the FIFA Clearing House Regulations; and
  - g) disputes between clubs belonging to different associations that do not fall within the cases provided for in a), d), e) and f).
- 2. FIFA is competent to decide regulatory applications made pursuant to these regulations or any other FIFA regulations.



#### 23 **Football Tribunal**

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

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

- When<sup>.</sup> 1.
  - a) the Football Tribunal orders a party (a club or a player) to pay another party (a club or a player), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision:
  - b) parties to a dispute accept (or do not reject) a proposal made by the FIFA general secretariat pursuant to the Procedural Rules Governing the Football Tribunal, the consequences of the failure to pay the relevant amounts in due time shall be included in the confirmation letter
- 2. Such consequences shall be the following:
  - a) Against a club: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods, subject to paragraph 7 below;
  - b) Against a player: a restriction on playing in official matches up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months on playing in official matches, subject to paragraph 7 below
- 3. Such consequences may be excluded where the Football Tribunal has:
  - a) imposed a sporting sanction on the basis of article 12bis, 17 or 18quater in the same case; or



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- b) been informed that the debtor club was subject to an insolvency-related event pursuant to the relevant national law and is legally unable to comply with an order.
- 4. Where such consequences are applied, the debtor must pay the full amount due (including all applicable interest) to the creditor within 45 days of notification of the decision.
- 5. The 45-day time limit shall commence from notification of the decision or confirmation letter.
  - a) The time limit is paused by a valid request for the grounds of the decision. Following notification of the grounds of the decision, the time limit shall recommence.
  - b) The time limit is also paused by an appeal to the Court of Arbitration for Sport.
- 6. The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.
- <u>7.</u> Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:
  - a) the creditor may request that FIFA enforce the consequences;
  - b) upon receipt of such request, FIFA shall inform the debtor that the consequences shall apply;
  - c) the consequences shall apply immediately upon notification by FIFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first "entire" registration period for the purposes of paragraph 2 a);
  - d) the consequences may only be lifted in accordance with paragraph 8 below.
- 8. Where the consequences are enforced, the debtor must provide proof of payment to FIFA of the full amount (including all applicable interest), in order for them to be lifted.
  - a) Upon receipt of the proof of payment, FIFA shall immediately request that the creditor confirm receipt of full payment (including all applicable interest) within five days.
  - b) Upon receipt of confirmation from the creditor, or after expiry of the time limit in the case of no response, FIFA shall notify the parties that the consequences are lifted.
  - c) The consequences shall be lifted immediately upon notification by FIFA.



d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving.

### 25. Implementation of decisions and confirmation letters

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







# FINAL PROVISIONS

#### 26. Transitional measures

- 1. Any case that has been brought to FIFA before these regulations come into force shall be assessed according to the previous regulations.
  - a) Any case that has been brought to FIFA for which a decision is still pending as at 1 October 2021 from the Players' Status Committee, Dispute Resolution Chamber, or any of their sub-committees, shall be decided by the relevant chamber of the Football Tribunal in accordance with the Procedural Rules Governing the Football Tribunal.
  - b) The transitory provisions of the Procedural Rules Governing the Football Tribunal shall apply to those cases.
  - c) Article 22 paragraph 1 b) and c) shall apply only to cases brought to FIFA as from 1 January 2025. Any other case shall be assessed according to the previous regulations.
  - d) The principles for women's football in relation to the release of players to association teams, as established in article 1bis of Annexe 1, shall only apply as of 1 January 2026. Until then, the applicable principles for the release of players in women's football are those established in the February 2024 version of these regulations, which were approved by the FIFA Council on 17 December 2023.
- 2. As a general rule, other cases shall be assessed according to these regulations with the exception of the following:
  - a) disputes regarding training compensation;
  - b) disputes regarding the solidarity mechanism.

Any cases not subject to this general rule shall be assessed according to the regulations that were in force when the contract at the centre of the dispute was signed, or when the disputed facts arose.

3. Member associations shall amend their regulations in accordance with article 1 to ensure that they comply with these regulations and shall submit them to FIFA for approval. Notwithstanding the foregoing, each member association shall implement article 1 paragraph 3 a).

## 27. Matters not provided for

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





## 28. Official languages

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

## 29. Enforcement

These regulations were approved by the FIFA Council on 15 May 2024 and come into force on 1 June 2024, with the exception of article 12 paragraph 1 of Annexe 3, which comes into force on 1 July 2024.





# ANNEXES

# ANNEXE

# Release of players to association teams



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## 1. Principles for men's football

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



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

- i. During the international window scheduled for March 2022, for associations affiliated to OFC:
  - a) the international window is extended by one day; and
  - b) a maximum of three matches may be played by each representative team.
- ii. During the international window scheduled for March 2022, for associations affiliated to Concacaf:
  - a) the international window is extended by one day; and
  - b) a maximum of three matches may be played by each representative team.
- 5. Representative teams shall play the two matches (subject to the temporary exceptions set out in paragraph 4 of this article) within an international window on the territory of the same confederation, with the only exception of intercontinental play-off matches. If at least one of the two matches is a friendly, they can be played in two different confederations only if the distance between the venues does not exceed a total of five flight hours, according to the official schedule of the airline, and two time zones.
- 6. It is not compulsory to release players outside an international window or outside the final competitions (as per paragraph 2 above) included in the international match calendar. It is not compulsory to release the same player for more than one "A" representative team final competition per year. Exceptions to this rule can be established by the FIFA Council for the FIFA Confederations Cup only.
- 7. For international windows, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning following the end of the international window, subject to the temporary exception below. For a final competition in the sense of paragraphs 2 and 3 above, players must be released and start the travel to their representative team no later than Monday morning the week preceding the week when the relevant final competition starts and must be released by the association in the morning of the day after the last match of their team in the tournament.
  - i. During the international windows that have been extended in accordance with paragraphs 4 i. and ii., players must start the travel back to their club no later than the morning following the end of the international window.
- 8. The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 7 above.



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- **9.** Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.
- 10. If a player does not resume duty with his club by the deadline stipulated in this article, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide that the next time the player is called up by his association the period of release shall be shortened as follows:
  - a) international window: by two days;
  - b) final competition of an international tournament: by five days.
- 11. In the event of a repeated violation of these provisions, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide to:
  - a) issue a fine;
  - b) further reduce the period of release;
  - c) ban the association from calling up the player(s) for subsequent representativeteam activities.

## 1bis Principles for women's football

- 1. Clubs are obliged to release their registered players to the representative teams of their country for which the player is eligible to play on the basis of her nationality if they are called up by the association concerned. Any agreement between the player and a club to the contrary is prohibited.
- 2. The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the women's international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA Women's World Cup<sup>™</sup>, the Women's Olympic Football Tournament, the championships for women's "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation, and the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament.
- 3. After consultation with the relevant stakeholders, FIFA publishes the women's international match calendar for a period of four years. It will include all



international windows for the relevant period (cf. paragraph 4 below), as well as blocked periods for the final competitions of the FIFA Women's World Cup<sup>™</sup>, the Women's Olympic Football Tournament and the championships for women's "A" representative teams of the confederations, as well as for the confederations' final-round gualification tournaments for the Women's Olympic Football Tournament. Following the publication of the women's international match calendar, only the specific dates for the final competitions of the FIFA Women's World Cup, the Women's Olympic Football Tournament and the championships for women's "A" representative teams of the confederations, as well as the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament, will be added within the respective blocked periods. The final competitions of the FIFA Women's World Cup, the Women's Olympic Football Tournament and the championships for the women's "A" representative teams of the confederations, as well as the final-round gualification tournaments for the Women's Olympic Football Tournament must be played within the respective stipulated blocked periods and confederations are required to notify FIFA of the dates, in writing, at the latest two years in advance of the respective championships for women's "A" representative teams or final-round tournaments.

- <u>4.</u> There are two types of international windows, both of which are reserved for representative teams' activities:
  - a) Type I is defined as a period of nine days starting on a Monday morning and ending on a Tuesday night the following week. During the type I international window, a maximum of two matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. The pertinent matches can be scheduled on any day as from Wednesday during the international window, provided that a minimum of two full calendar days are left between matches (e.g. Thursday/Sunday or Saturday/Tuesday).
  - b) Type II is defined as a period of 12 days starting on a Tuesday morning and ending on Saturday night the following week. During the type II international window, a maximum of three matches may be played by each representative team. The pertinent matches can be scheduled on any day as from Thursday during the international window, provided that a minimum of two full calendar days are left between matches (e.g. Thursday/Sunday/Wednesday or Friday/ Monday/Thursday).
- 5. It is not compulsory to release players outside an international window or outside the competitions listed in paragraph 2 above that are included in the women's international match calendar.



6. For the type I international window, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning following the end of the international window.

For the type II international window, players must be released and start the travel to join their representative team no later than Tuesday morning and must start the travel back to their club no later than the next Sunday morning following the end of the international window.

For the confederations' final-round gualification tournaments for the Women's Olympic Football Tournament, players must be released and start the travel to join their representative team no later than Monday morning before the opening match of the qualification tournament and must be released by the association on the morning of the day after the last match of their team in the tournament

For these gualification tournaments, the maximum total period of release (between leaving Monday morning and the day of release back to the club by the association) is 16 days. For the other final competitions in the sense of paragraphs 2 and 3 above, players must be released and start the travel to their representative team no later than the Monday morning of the week preceding the week when the relevant final competition starts, and must be released by the association on the morning of the day after the last match of their team in the tournament.

- 7. The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 6 above.
- 8. Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.
- 9. If a player does not resume duty with her club by the deadline stipulated in this article, at the request of her club, the Players' Status Chamber of the Football Tribunal may decide that the next time the player is called up by her association the period of release shall be shortened as follows:
  - a) international window: by two days;
  - b) final competition of an international tournament: by five days.

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- 10. In the event of a repeated violation of these provisions, at the request of her club, the Players' Status Chamber of the Football Tribunal may decide to:
  - a) issue a fine;
  - b) further reduce the period of release;
  - c) ban the association from calling up the player(s) for subsequent representativeteam activities.
- 11. As of the final stages of the final competitions of the FIFA Women's World Cup<sup>™</sup>, the Women's Olympic Football Tournament and the championships for women's "A" representative teams of the confederations, the association(s) are encouraged to provide a family-friendly environment for female players with children.

#### 1ter Principles for futsal

- 1. Clubs are obliged to release their registered players to the representative teams of the country for which the player is eligible to play on the basis of his nationality if they are called up by the association concerned. Any agreement between a player and a club to the contrary is prohibited.
- 2. The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the futsal international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA Futsal World Cup and of the championships for "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation.
- 3. After consultation with the relevant stakeholders, FIFA publishes the futsal international match calendar for the period of four years. It will include all international windows for the relevant period (cf. paragraph 4 below). Following the publication of the futsal international match calendar, only the final competitions of the FIFA Futsal World Cup and of the championships for "A" representative teams of the confederations will be added.
- 4. There are two types of international windows:
  - a) Type I is defined as a period of ten days starting on a Monday morning and ending on Wednesday night the following week, which is reserved for representative teams' activities. During a Type I international window, a maximum of four matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. Representative teams can play the maximum of four matches within an international window of Type I in no more than two confederations.



- b) Type II is defined as a period of four days starting on a Sunday morning and ending on Wednesday night the following week, which is reserved for representative teams' activities. During a Type II international window, a maximum of two matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. Representative teams shall play the maximum of two matches within an international window of Type II on the territory of the same confederation.
- 5. It is not compulsory to release players outside an international window or outside the final competitions as per paragraph 2 above included in the futsal international match calendar.
- 6. For both types of international windows, players must be released and start the travel to join their representative team no later than the first morning of the window (i.e. Sunday or Monday, respectively), and must start the travel back to their club no later than the Thursday morning following the end of the international window. For a final competition of the championships for "A" representative teams of the confederations, players must be released and start the travel to their representative team in the morning 12 days before the relevant final competition starts and must be released by the association in the morning of the day after the last match of their team in the tournament. For the FIFA Futsal World Cup, players must be released and start the travel to their representative team in the morning of the day after the last match of their the World Cup starts and must be released by the association in the morning of the day after the tassociation in the morning of the day after the last match of their team days before the world Cup starts and must be released by the association in the morning of the day after the last match of the day after the last match of their team in the day after the last match of the day after the last match of their team in the day after the last match of the day after the days before the world Cup starts and must be released by the association in the morning of the day after the last match of the days before the world cup starts and must be released by the association in the morning of the day after the last match of the day after the last match of the day after the last match of the days before the world cup starts days before the w
- <u>7.</u> The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 6 above.
- 8. Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.
- 9. If a player does not resume duty with his club by the deadline stipulated in this article, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide that the next time the player is called up by his association the period of release shall be shortened as follows:
  - a) international windows: by two days;
  - b) final competition of an international tournament: by five days.





- 10. In the event of a repeated violation of these provisions, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide to:
  - a) issue a fine;
  - b) further reduce the period of release;
  - c) ban the association from calling up the player(s) for subsequent representativeteam activities.

#### 2. Financial provisions and insurance

- 1. Clubs releasing a player in accordance with the provisions of this annexe are not entitled to financial compensation.
- <u>2.</u> The association calling up a player shall bear the costs of travel incurred by the player as a result of the call-up.
- 3. The club with which the player concerned is registered shall be responsible for his insurance cover against illness and accident during the entire period of his release. This cover must also extend to any injuries sustained by the player during the international match(es) for which he was released.
- 4. If a professional player participating in eleven-a-side football suffers during the period of his release for an international "A" match a bodily injury caused by an accident and is, as a consequence of such an injury, temporarily totally disabled, the club with which the player concerned is registered will be indemnified by FIFA. The terms and conditions of the indemnification, including the loss-handling procedures, are set forth in the Technical Bulletin Club Protection Programme.

## 3. Calling up players

- 1. As a general rule, every player registered with a club is obliged to respond affirmatively when called up by the association he is eligible to represent on the basis of his nationality to play for one of its representative teams.
- 2. Associations wishing to call up a player must notify the player in writing at least 15 days before the first day of the international window (cf. Annexe 1, article 1 paragraph 4) in which the representative teams' activities for which he is required will take place. Associations wishing to call up a player for the final competition of an international tournament must notify the player in writing at least 15 days before the beginning of the relevant release period. The player's club shall also be informed in writing at the same time. Equally, associations are advised to copy the association of the clubs concerned into the summons. The club must confirm the release of the player within the following six days.





- 3. Associations that request FIFA's help to obtain the release of a player playing abroad may only do so under the following two conditions:
  - a) The association at which the player is registered has been asked to intervene without success.
  - b) The case is submitted to FIFA at least five days before the day of the match for which the player is needed.

#### 4. Injured players

A player who due to injury or illness is unable to comply with a call-up from the association that he is eligible to represent on the basis of his nationality shall, if the association so requires, agree to undergo a medical examination by a doctor of that association's choice. If the player so wishes, such medical examination shall take place on the territory of the association at which he is registered.

#### 5. Restrictions on playing

A player who has been called up by his association for one of its representative teams is, unless otherwise agreed by the relevant association, not entitled to play for the club with which he is registered during the period for which he has been released or should have been released pursuant to the provisions of this annexe, plus an additional period of five days.

#### 6. Disciplinary measures

Violations of any of the provisions set forth in this annexe shall result in the imposition of disciplinary measures to be decided by the FIFA Disciplinary Committee based on the FIFA Disciplinary Code.

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# ANNEXE

Rules for the employment of coaches



## 1. Scope

- 1. This annexe lays down rules concerning contracts between coaches and professional clubs or associations.
- <u>2.</u> This annexe applies to coaches that are:
  - a) paid more for their coaching activity than the expenses they effectively incur; and
  - b) employed by a professional club or an association.
- 3. This annexe applies equally to football and futsal coaches.
- <u>4.</u> Each association shall include in its regulations appropriate means to protect contractual stability between coaches and clubs or associations, paying due respect to mandatory national law and collective bargaining agreements.
- 5. The following provisions relating to female players equally apply to female coaches: articles 18 paragraph 7 and 18quater [with the exception of paragraph 4 a) and b)].

# 2. Employment contract

1. A coach must have a written contract with a club or an association, executed on an individual basis.



- 2. A contract shall include the essential elements of an employment contract, such as *inter alia* the object of the contract, the rights and obligations of the parties, the status and occupation of the parties, the agreed remuneration, the duration of the contract and the signatures of each party.
- 3. Any employment contract that is concluded following the provision of football agent services shall specify the football agent's name, their client, their FIFA licence number and their signature, in accordance with the FIFA Football Agent Regulations.
- 4. The validity of a contract may not be made subject to:
  - a) the granting of a work or residence permit;
  - b) the requirement to hold a specific coaching licence; or
  - c) other requirements of an administrative or regulatory nature.
- 5. In their employment process, clubs and associations must act with due diligence in order to ensure that the coach meets the necessary requirements to be engaged (e.g. holding the required coaching licence) and performs their duties.
- 6. Contractual clauses granting the club or the association additional time to pay the coach amounts that have fallen due under the terms of the contract ("grace periods") shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

#### **Respect of contracts** 3.

A contract may only be terminated upon expiry of its term or by mutual agreement.

#### 4. Terminating a contract with just cause

- 1. A contract may be terminated by either party without the payment of compensation where there is just cause.
- 2. Any abusive conduct of a party aimed at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty to terminate the contract with just cause.

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# 5. Terminating a contract with just cause for outstanding salaries

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

# 6. Consequences of terminating a contract without just cause

- <u>1.</u> In all cases, the party in breach shall pay compensation.
- 2. Unless otherwise provided for in the contract, compensation for the breach shall be calculated as follows:

#### Compensation due to a coach

- a) In case the coach did not sign any new contract following the termination of their previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.
- b) In case the coach signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the coach shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the residual value of the prematurely terminated contract.



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- c) Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail.

#### Compensation due to a club or an association

- d) Compensation shall be calculated on the basis of the damages and expenses incurred by the club or the association in connection with the termination of the contract, giving due consideration, in particular, to the remaining remuneration and other benefits due to the coach under the prematurely terminated contract and/or due to the coach under any new contract, the fees and expenses incurred by the former club (amortised over the term of the contract), and the principle of the specificity of sport.
- 3. Entitlement to compensation cannot be assigned to a third party.
- 4. Any person subject to the FIFA Statutes who acts in a manner designed to induce a breach of contract between a coach and a club or association shall be sanctioned.

#### 7. Overdue payables

- 1. Clubs and associations are required to comply with their financial obligations towards coaches as per the terms stipulated in the contracts signed with their coaches.
- Any club or association found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned in accordance with paragraph 4 below.
- 3. In order for a club or an association to be considered to have overdue payables in the sense of the present article, the creditor coach must have put the debtor club or association in default in writing and have granted a deadline of at least ten days for the debtor club or association to comply with its financial obligation(s).
- <u>4.</u> Within the scope of its jurisdiction, the Football Tribunal may impose the following sanctions:
  - a) a warning;
  - b) a reprimand;
  - c) a fine.
- 5. The sanctions provided for in paragraph 4 above may be applied cumulatively.





- 6. A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.
- <u>7.</u> The terms of the present article are without prejudice to the payment of compensation in accordance with article 6 paragraph 2 above in the event of unilateral termination of the contractual relationship.

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

- 1. When:
  - a) the Football Tribunal orders a party (a club, a coach or an association) to pay another party (a club, a coach or an association) a sum of money (outstanding amounts or compensation), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision;
  - b) parties to a dispute accept (or do not reject) a proposal made by the FIFA general secretariat pursuant to the Procedural Rules Governing the Football Tribunal, the consequences of the failure to pay the relevant amounts in due time shall be included in the confirmation letter.
- 2. Such consequences shall be the following:
  - a) Against a club: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods, subject to paragraph 7 below.
  - b) Against an association: a restriction on receiving a percentage of development funding, up until the due amounts are paid, subject to paragraph 7 below.
  - c) Against a coach: a restriction on any football-related activity up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months, subject to paragraph 7 below.
- 3. Such consequences may be excluded where the Football Tribunal has been informed that the debtor club or association was subject to an insolvency-related event pursuant to the relevant national law and is legally unable to comply with an order.
- 4. Where such consequences are applied, the debtor must pay the full amount (including all applicable interest) due to the creditor within 45 days of notification of the decision.
- 5. The 45-day time limit shall commence from notification of the decision or confirmation letter.

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- a) The time limit is paused by a valid request for grounds of the decision. Following notification of the grounds of the decision, the time limit shall recommence.
- b) The time limit is also paused by an appeal to the Court of Arbitration for Sport.
- 6. The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.
- <u>7.</u> Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:
  - a) the creditor may request that FIFA enforce the consequences;
  - b) upon receipt of such request, FIFA shall inform the debtor that the consequences shall apply;
  - c) the consequences shall apply immediately upon notification by FIFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first "entire" registration period for the purposes of paragraph 2 a);
  - d) the consequences may only be lifted in accordance with paragraph 8 below.
- Where the consequences are enforced, the debtor must provide proof of full payment (including all applicable interest) to FIFA, for the consequences to be lifted.
  - a) Upon receipt of the proof of payment, FIFA shall immediately request that the creditor confirm receipt of full payment within five days.
  - b) Upon receipt of confirmation from the creditor, or after expiry of the time limit in the case of no response, FIFA shall notify the parties that the consequences are lifted.
  - c) The consequences shall be lifted immediately upon notification by FIFA.
  - d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving.
- 9. For the avoidance of doubt, the provisions set out in article 25 apply equally to this annexe.





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# ANNEXE

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International transfer of players and transfer matching system



### TITLE I. GENERAL RULES

### 1. Objectives

- 1. The transfer matching system (TMS) is designed to fulfil the objectives of the football transfer system.
- 2. TMS also has the following specific objectives:
  - a) to monitor and regulate the procedure for the international transfers of players;
  - b) to provide football authorities with information concerning the football transfer system;
  - c) to increase the transparency, efficiency and credibility of the international football transfer system;
  - d) to clearly distinguish between the different payments in relation to international player transfers; and
  - e) to guarantee the protection of minors.

### 2. Scope

<u>1.</u> This annexe governs the procedure for the international transfer of players in TMS.





- 2. It is mandatory for associations and clubs to use TMS for the international transfer of professional and amateur players in eleven-a-side football.
- <u>3.</u> FIFA provides free access to TMS to associations and clubs. No one shall be charged for any activity performed in TMS.

### TITLE II. TMS USERS

### 3. General provisions

- 1. In the context of the international transfer of players, TMS users will be authorised to perform actions in TMS on behalf of a club or an association, in line with the permissions granted to each of them by FIFA.
- <u>2.</u> The FIFA general secretariat is authorised to perform actions provided for in this annexe.

### 4. Procedure to obtain access to TMS

1. Only users authorised by FIFA shall have access to TMS.

### Associations

- 2. To access TMS for the first time, an association shall appoint at least two TMS users, who shall undergo training provided by FIFA.
- 3. An association may appoint a new TMS user at any time. The new TMS user shall be trained by an existing authorised TMS user of the association. Upon completion of the training, the association shall submit a new user request via TMS.

### Clubs

- 4. To access TMS for the first time, a club shall appoint at least one TMS user, who shall undergo training provided by the association to which the club is affiliated. Upon completion of the training, the association shall submit a new user request via TMS.
- 5. A club may appoint a new TMS user at any time. The new TMS user shall be trained by an existing authorised TMS user of the club, or in the absence of any existing TMS users, by the association to which the club is affiliated. Upon completion of the training, the association shall submit a new user request via TMS.



### 5. TMS user requirements

- 1. To be eligible as a TMS user, an individual:
  - a) shall be a direct employee of the relevant club or association. In the absence of employees, a volunteer or executive member could be permissible;
  - b) shall be trained to use TMS by a TMS user of the relevant association or club, or by completing the TMS e-learning training programme;
  - c) shall have basic computer skills;
  - shall have a good working knowledge of at least one of the following official FIFA languages: English, French or Spanish;
  - e) shall pass a background check run by FIFA, ensuring in particular that the prospective user has never been convicted of a criminal charge regarding matters related to: organised crime, drug trafficking, corruption, bribery, money laundering, tax evasion, fraud, match manipulation, misappropriation of funds, conversion, breach of fiduciary duty, forgery, legal malpractice, sexual abuse, violent crimes, harassment, exploitation of child or vulnerable young adult trafficking, and/or similar;
  - f) cannot be an active TMS user for more than one organisation at the same time;
  - g) cannot hold any position or perform any activity that could generate a conflict of interest;
  - h) cannot be a professional football player;
  - i) cannot be a football agent;
  - j) shall provide a personal email address (corporate if possible) that is not general or shared; and
  - k) shall be 18 years of age or older.
- <u>2.</u> An association may define additional minimum requirements for TMS users within its jurisdiction.

### TITLE III. OBLIGATIONS

### 6. General obligations: clubs and associations

<u>1.</u> Clubs and associations are responsible for all actions undertaken by their respective appointed TMS users.





### 2. Clubs and associations shall always:

- a) act in good faith;
- b) abide by the FIFA Statutes and all FIFA regulations;
- c) inform FIFA of any suspected breaches of FIFA regulations;
- maintain confidentiality over all data in TMS, apply the highest degree of care to guarantee complete confidentiality and only use confidential data for the purpose of completing player transfers in which they are directly involved;
- e) ensure that only their authorised TMS users may access TMS on their behalf;
- f) check TMS at regular intervals to ensure they are in a position to comply with their obligations at all time;
- g) perform pending actions in TMS without delay;
- ensure that they have all of the necessary equipment, training and know-how to fulfil their obligations;
- i) use TMS only for the purposes set out in the FIFA regulations;
- j) ensure that the email address of any authorised TMS user is valid and always kept up to date;
- request the deactivation of an account of an authorised TMS user who is no longer authorised to use TMS on their behalf;
- I) ensure that all information entered is true and correct;
- m) ensure that all documents uploaded in TMS are authentic, complete and legible. Documents uploaded shall conform to the type requested (e.g. an "employment contract" shall not be uploaded in the "transfer agreement" section). Documents shall be uploaded in PDF format; and
- n) if requested by the FIFA general secretariat, upload a translation of a document (or an excerpt thereof) into one of the following official languages of FIFA: English, French or Spanish.
- 3. To ensure that clubs and associations are fulfilling their obligations in respect of this annexe, the FIFA general secretariat shall investigate matters in relation to international transfers. Clubs and associations shall collaborate in the event of an investigation being carried out by FIFA concerning international transfers of players and the clubs' and associations' use of TMS. In particular, they shall collaborate to establish the facts and comply, within the granted deadline, with requests for any documents, information or any other materials of any nature held by them or, if not held by them, which they are entitled to obtain within the time limits established by FIFA.



### 7. Specific obligations: clubs

Clubs with access to TMS shall:

- a) always have at least one TMS user;
- b) ensure that their contact details (postal address, telephone, and email address) are valid and always kept up to date;
- c) ensure that their own bank account details are valid and always kept up to date;
- d) enter and confirm transfer instructions and (where applicable) ensure that the required information matches (cf. art. 10 of this annexe); and
- e) declare all payments made in the context of an international transfer.

### 8. Specific obligations: associations

- 1. Associations shall:
  - a) monitor the activity of their affiliated clubs in TMS to verify compliance with this annexe, and inform FIFA about any potential infringements;
  - b) always have at least two authorised TMS users;
  - c) provide their affiliated clubs with ongoing TMS training;
  - ensure that their contact details (postal address, telephone number and email address) and the those of their affiliated clubs are valid and always kept up to date;
  - e) ensure that their bank account details are valid and always kept up to date;
  - f) enter the training category of their affiliated clubs;
  - ensure that their affiliated clubs and registered players are assigned a FIFA ID and, when required, resolve duplicate entries concerning their affiliated clubs and registered players without delay;
  - h) confirm or reject newly created players (cf. art. 13 of this annexe);
  - i) carry out the ITC procedure (cf. art. 11 of this annexe);
  - j) enter transfers of amateur players on behalf of affiliated clubs that do not have access to TMS (cf. art. 10 of this annexe); and
  - enter all required data related to dates of competitions periods, seasons and registration periods, as applicable (cf. article 6 of these regulations) at least 12 months before the first match of the relevant season in the following categories of competition, where applicable;
    - i. Male professional competitions



- ii. Female professional competitions
- iii. Amateur competitions (female and male)
- 2. An association may modify in TMS the dates for a registration period that has already been entered in TMS prior to its commencement. The said modification shall be notified to FIFA. Once a registration period has commenced, no modification of its dates is permitted.

#### **FIFA's role** 9.

The FIFA general secretariat is responsible for:

- a) assisting TMS users with technical and regulatory issues;
- b) managing the access of TMS users;
- c) providing ongoing education and support to associations and clubs;
- d) entering in TMS any sanctions against a club or association;
- e) managing any special procedures identified in this annexe;
- f) investigating possible infringements of FIFA regulations related to the use of TMS: and
- g) imposing administrative sanctions for breaches of this annexe (cf. art. 17 of this annexe).

### TITLE IV. PROCESS FOR TRANSFERRING A PLAYER

#### **Clubs: creating transfer instructions** 10.

- 1. When creating a transfer instruction, clubs shall enter information and upload supporting documents concerning:
  - a) the instruction type;
  - b) the player being transferred;
  - c) the details of the transfer; and
  - d) the parties involved in the transfer.
- 2. Clubs shall indicate if the transfer instruction refers to:
  - a) engaging a player or releasing a player;
  - b) whether the transfer is permanent or a loan;





- c) whether the player will be a professional or an amateur with the new club; and
- d) if related to an earlier loan transfer instruction, whether there is:
  - i. a return from loan;
  - ii. a loan extension;
  - iii. a loan being converted into a permanent transfer; or
  - iv. a loan conclusion (i.e. the loan agreement between the clubs has ended and the player's employment contract with the former club has also ended).
- 3. Concerning the player being transferred, clubs shall enter the following information as applicable, depending on the transfer instruction type:
  - a) Status (amateur or professional) with the former club;
  - b) Name, nationality(ies), date of birth and gender;
  - c) For loans, whether the player is a club-trained player (cf. definition 31 of these regulations) and whether the loan occurs before the end of the season of the former club at which the professional turns 21;
  - d) Start and end dates of the employment contract with the former club;
  - e) Start and end dates of the employment contract with the new club;
  - Fixed remuneration set out in the employment contract with the new club; and
  - g) The reason for termination of the employment contract with the former club.
- <u>4.</u> With respect to the details of the transfer, clubs shall enter the following information as applicable, depending on the transfer instruction type:
  - a) Whether there is a transfer agreement with the former club; for the avoidance of doubt, this includes any agreement where the former club waives its right to receive training rewards in exchange for another payment in line with art.
     10. par. 4 d) of this annexe;
  - b) The date of execution of the transfer agreement;
  - c) The start and end dates of the loan agreement;
  - d) Whether the transfer is performed against any of the following types of payment:
    - i. fixed transfer fee, including the amount and date of instalments, if any;
    - release (buy-out) fee, including the amount and date of instalments, if any;





- iii. conditional transfer fee, including the amount and details of conditions; or
- iv. sell-on fee, including the percentage.
- e) Payment currency;
- f) Club bank account details; and
- g) A declaration on influence and third-party ownership of the player's economic rights (cf. arts. 18bis and 18ter of these regulations).
- 5. With respect to the parties involved in the transfer, clubs shall enter the following information as applicable:
  - a) the player's former club;
  - b) the player's former association;
  - c) the player's new club;
  - d) the player's new association;
  - e) the club football agent's name, service fee and any other fee paid to the football agent; and
  - f) the player's football agent's name.
- 6. Clubs are obliged to upload the following mandatory supporting documents regarding the information that has been entered in TMS as applicable, depending on the transfer instruction type:
  - a) The new club:
    - i. Proof of the player's identity (passport or national identity card).
    - ii. Proof of the end date of the player's last employment contract and the reason for its termination.
    - iii. The player's employment contract with the new club.
    - iv. The transfer agreement (whether permanent or loan) between the new club and the former club. Where applicable, a copy of any amendments shall be uploaded in TMS as soon as they have been concluded.
    - v. A copy of the representation agreement entered into with a football agent, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.
    - vi. A copy of any other agreement entered into with a football agent other than a representation agreement, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.



- b) The former club:
  - i. Where third-party ownership of the player's economic rights has been declared (cf. article 10.4 g) of this annexe), the agreement with the third party.
  - ii. For loans, proof that the professional is a club-trained player (cf. art. 10 par. 3 c) of this annexe).
  - iii. A copy of the representation agreement signed with a football agent, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.
  - iv. A copy of any agreement entered into with a football agent other than a representation agreement, if applicable, within 14 days of occurrence. Where applicable, a copy of any amendments shall be uploaded in TMS within 14 days of occurrence.
- 7. Once all of the relevant information has been entered and the mandatory documents have been uploaded, the club(s) shall confirm the transfer in TMS without delay and before the end of the new association's registration period (subject to the exceptions in art. 6 of these regulations).
- 8. For international transfers with a transfer agreement (whether permanent or on loan), both clubs shall:
  - a) independently of each other, enter and confirm the transfer instruction as soon as the agreement has been concluded;
  - b) ensure that the required information matches; and
  - c) collaborate to resolve any matching exceptions.
- **9.** This article also applies to associations entering the transfer of an amateur player on behalf of an affiliated club without access to TMS.

### 11. Associations: ITC procedure and player registration

- 1. Once a transfer instruction has been created (cf. art. 10 of this annexe) and (if applicable) the player has been confirmed (cf. art. 13 of this annexe):
  - a) the new association will be notified in TMS that the transfer instruction is awaiting an ITC request;
  - upon receipt of this notification, the new association will be able to request in TMS that the former association deliver an ITC for the player;



- c) at the very latest, the ITC shall be requested on the last day of the new association's registration period for the transfer to occur during that registration period. An ITC requested after the close of the relevant registration period of the new association (subject to the exceptions in art. 6 of these regulations) will go into validation exception status (cf. art. 14 par. 1 c) of this annexe); and
- d) for the international transfer of minors, an ITC may only be requested if the corresponding minor application has been approved by the Football Tribunal or if the player is being registered under a valid limited minor exemption (cf. art. 19 of these regulations).
- 2. Where the player was a professional at his former club, upon notification of the ITC request, the former association shall immediately request the former club to confirm whether or not:
  - a) the employment contract has expired; or
  - b) an early termination was mutually agreed.
- 3. Within seven days of the ITC request, the former association shall either:
  - a) deliver the ITC to the new association; or
  - b) reject the ITC request, select the reason for the rejection, and upload a duly signed supporting statement. A rejection may only be made where:
    - i. an employment contract between the former club and the professional player is considered to be still in force; or
    - ii. there has been no mutual agreement regarding its early termination.
- 4. When delivering an ITC, the former association shall upload a copy of any relevant documentation pertaining to disciplinary sanctions imposed on a player and, if applicable, their extension to have worldwide effect (cf. art. 12 of these regulations).
- 5. Upon delivery of the ITC, the new association shall confirm its receipt, enter the relevant player registration information in TMS and register the player in its electronic registration system without delay.
- 6. If the former association fails to respond to the ITC request within seven days, the new association will be able to register the player with the new club and enter the relevant player registration information in TMS.
- <u>7.</u> The new association shall only confirm the ITC receipt (cf. par. 5 above) or confirm registration in TMS (cf. par. 6 above) if the player is to be registered with the new club.

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- 8. If the former association rejects the ITC request, the new association shall:
  - a) accept the rejection, in which case the transfer will be cancelled; or
  - b) dispute the rejection, in which case the transfer will go into validation exception status. In such a case, upon request of the new association, the FIFA Football Tribunal may authorise the player registration without prejudice to any claim being lodged with FIFA in accordance with article 22 of these regulations.
- <u>9.</u> A player is not eligible to play for his new club until the new association has either:
  - a) confirmed receipt of the ITC, entered the player registration information in TMS and registered the player in its electronic registration system; or
  - b) registered the player in its electronic registration system and entered the player registration information in TMS following:

i. no response to the ITC request within seven days; or

- ii. authorisation from the FIFA Football Tribunal to register the player.
- 10. All registrations described in paragraph 9 above have the same effect and are equally valid.

### 12. Payments

- 1. Clubs shall declare all club-to-club payments made in the context of an international transfer (cf. art. 11 par. 4 of the FIFA Clearing House Regulations), including any amendments to the payment terms, which shall also be declared as soon as the amended terms have been agreed upon. When declaring the execution of a payment, the new club shall upload the relevant proof of payment in TMS within 30 days of each payment.
- 2. Where a club-to-club payment is no longer due, clubs shall request the forced closure of the transfer without delay.
- 3. Clubs shall declare any payments made in relation to any representation agreement entered into with a football agent. When declaring the execution of a payment, the relevant club shall upload the relevant proof of payment in TMS within 14 days of each payment.
- 4. Clubs shall declare any payments made in relation to any agreemententered into with a football agent other than a representation agreement. When declaring the execution of a payment, the relevant club shall upload the relevant proof of payment in TMS within 14 days of each payment.

### TITLE V. SPECIAL PROCEDURES

#### **Player confirmation** 13.

- 1. If the player being transferred does not exist in TMS, the club that first enters the transfer instruction in TMS shall create his profile. The same applies to associations entering transfer instructions of amateur players on behalf of their affiliated clubs that do not have access to TMS.
- The ITC procedure will only be initiated once the newly created player details have 2. been verified, corrected if required and confirmed by the former association. By confirming the player, the former association confirms that the player was last registered with it and that his identity details (name, nationality, date of birth and gender) are correct.
- 3. The former association shall reject the newly created player if the player is not registered with it at the time of the transfer.
- 4. The player confirmation procedure shall be carried out without delay.

#### 14. Validation exceptions

- 1. A validation exception may be triggered in the following cases:
  - a) the player is less than 18 years old and the corresponding minor application has not yet been accepted;
  - b) the new club is serving a ban on registering new players;
  - c) the new club and/or the former club has exceeded the loan limitations (cf. art. 10 of these regulations);
  - d) the date of the ITC request is outside the new association's registration period, and no exception under art. 6 of these regulations applies; or
  - e) the ITC request has been rejected by the former association and the rejection has been disputed by the new association.
- Any requests for intervention in a validation exception shall be submitted 2. via TMS. Upon request from the association concerned, the FIFA general secretariat will assess the request and, if necessary, refer the matter to the Players' Status Chamber of the Football Tribunal. Any such request and any supporting documentation shall be provided only in one of the following official languages of FIFA: English, French or Spanish. Each case is assessed individually on its own merits.





### 15. Cancellation

- 1. As a general rule, a transfer instruction containing incorrect information shall be cancelled.
- 2. The club(s), or the new association acting on behalf of a club in an amateur transfer, may cancel a transfer instruction prior to an ITC request.
- 3. Once an ITC has been requested, only the relevant association(s) may request the cancellation in TMS, indicate the reason for cancellation and specify the correct information.
- <u>4.</u> In such a case, the counter association shall accept or dispute the cancellation request.
  - a) If it accepts the request, the transfer will be cancelled; or
  - b) If it disputes the request, the relevant association shall upload a supporting statement in TMS and contact the FIFA general secretariat to resolve the dispute.

### TITLE VI. ENFORCEMENT

### 16. General

- 1. Sanctions shall be imposed on clubs and associations that violate the provisions contained in this annexe, including violations committed by their TMS users.
- <u>2.</u> The FIFA general secretariat is responsible for investigating any violation of the provisions contained in this annexe.
- The FIFA Disciplinary Committee is responsible for sanctioning violations of the provisions contained in this annexe in accordance with the FIFA Disciplinary Code.

### 17. Administrative sanction procedure

- 1. Without prejudice to the competence of the FIFA Disciplinary Committee, the FIFA general secretariat has the competence to impose sanctions within the administrative sanction procedure (ASP) as set out below.
- <u>2.</u> The ASP deals with infringements of this annexe that are of a primarily technical or administrative nature.

- 3. If such an infringement is detected, the following procedure will take place:
  - a) The FIFA general secretariat will contact the association or club to identify the infringement, request a statement or any other relevant information within a defined deadline and, if applicable, request that the infringing behaviour be corrected.
  - b) Upon receipt of the statement or relevant information or upon expiry of the time limit to do so, the FIFA general secretariat may issue an administrative sanction letter containing a sanction, if applicable.
  - c) The party may accept the sanction or reject it and, in this case, request the opening of disciplinary proceedings before the FIFA Disciplinary Committee. If the party accepts the sanction, the latter will be enforceable from the date of acceptance.
  - d) If the party accepts the sanction, complies with it (where applicable) and corrects the infringing behaviour within the time limits to do so, the matter will be closed.
  - e) If the party fails to respond to the administrative sanction letter, responds inconsistently or incompletely and/or does not correct the infringing behaviour and/or does not comply with the sanction, the matter will be referred to the FIFA Disciplinary Committee for evaluation and decision.
- <u>4.</u> Without prejudice to any further sanction imposed by the FIFA Disciplinary Committee, the sanctions that may be imposed through the ASP are:
  - a) a warning;
  - b) a reprimand; or
  - c) a fine of up to CHF 30,000.

### 18. Time limits and means of notification

Letters or decisions notified by the FIFA general secretariat to a party through TMS or to the email address provided by a party in TMS are considered a valid means of communication and are sufficient to establish time limits.





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# ANNEXE

Training compensation



### 1. Objective

- 1. A player's training and education takes place between the ages of 12 and 23. Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, training compensation shall be payable until the end of the calendar year in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the player actually completed his training.
- <u>2.</u> The obligation to pay training compensation is without prejudice to any obligation to pay compensation for breach of contract.

### 2. Payment of training compensation

- **<u>1.</u>** Training compensation is due when:
  - a) a player is registered for the first time as a professional; or
  - b) a professional is transferred between clubs of two different associations (whether during or at the end of his contract) before the end of the calendar year of his 23<sup>rd</sup> birthday.



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- 2. Training compensation is not due if:
  - a) the former club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or
  - b) the player is transferred to a category 4 club; or
  - c) a professional reacquires amateur status on being transferred.
- For cases governed by the FIFA Clearing House Regulations, payment of training compensation shall be made in accordance with the FIFA Clearing House Regulations.

### 3. Responsibility to pay training compensation

- 1. On registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the calendar year of his 12<sup>th</sup> birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club.
- 2. In both of the above cases, the deadline for payment of training compensation is 30 days following the registration of the professional with the new association.
- 3. An association is entitled to receive the training compensation which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question with which the professional was registered and trained has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This compensation shall be reserved for youth football development programmes in the association(s) in question.

### 4. Training costs

1. In order to calculate the compensation due for training and education costs, associations are instructed to divide their clubs into a maximum of four categories in accordance with the clubs' financial investment in training players. The training costs are set for each category and correspond to the amount needed to train one player for one year multiplied by an average "player factor", which is the ratio of players who need to be trained to produce one professional player.



2. The training costs, which are established on a confederation basis for each category of club, as well as the categorisation of clubs for each association, are published on the FIFA website (www.FIFA.com). They are updated at the end of every calendar year. Associations are required to keep the data regarding the training category of their clubs inserted in TMS up to date at all times (cf. Annexe 3).

### 5. Calculation of training compensation

- 1. As a general rule, to calculate the training compensation due to a player's former club(s), it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself.
- 2. Accordingly, the first time a player registers as a professional, the training compensation payable is calculated by taking the training costs of the new club multiplied by the number of years of training, in principle from the calendar year of the player's 12<sup>th</sup> birthday to the calendar year of his 21<sup>st</sup> birthday. In the case of subsequent transfers, training compensation is calculated based on the training costs of the new club multiplied by the number of years of training with the former club.
- 3. To ensure that training compensation for very young players is not set at unreasonably high levels, the training costs for players for the calendar years of their 12<sup>th</sup> to 15<sup>th</sup> birthdays (i.e. four calendar years) shall be based on the training and education costs of category 4 clubs.
- <u>4.</u> The Dispute Resolution Chamber may review disputes concerning the amount of training compensation payable and shall have discretion to adjust this amount if it is clearly disproportionate to the case under review.

### 6. Special provisions for the EU/EEA

- 1. For players moving from one association to another inside the territory of the EU/EEA, the amount of training compensation payable shall be established based on the following:
  - a) If the player moves from a lower to a higher category club, the calculation shall be based on the average training costs of the two clubs.
  - b) If the player moves from a higher to a lower category, the calculation shall be based on the training costs of the lower-category club.





- 2. Inside the EU/EEA, the final calendar year of training may occur before the calendar year of the player's 21<sup>st</sup> birthday if it is established that the player completed his training before that time.
- 3. If the former club does not offer the player a contract, no training compensation is payable unless the former club can justify that it is entitled to such compensation. The former club must offer the player a contract in writing via registered post at least 60 days before the expiry of his current contract, subject to the temporary exception below. Such an offer shall furthermore be at least of an equivalent value to the current contract. This provision is without prejudice to the right to training compensation of the player's previous club(s).
  - i. The contract offer may be made by electronic mail, provided that the former club obtains confirmation from the player that he has received a copy of said offer and can provide such confirmation in case of any dispute.

### 7. Disciplinary measures

The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this annexe.





# ANNEXE

## Solidarity mechanism



### 1. Solidarity contribution

- 1. If a professional moves during the course of a contract, 5% of any compensation paid within the scope of this transfer, not including training compensation paid to his former club, shall be deducted from the total amount of this compensation and distributed by the new club as a solidarity contribution to the club(s) involved in his training and education over the years. This solidarity contribution reflects the number of years (calculated pro rata if less than one year) he was registered with the relevant club(s) between the calendar years of his 12<sup>th</sup> and 23<sup>rd</sup> birthdays, as follows:
  - a) Calendar year of 12<sup>th</sup> birthday: 5% of 5% of any compensation
  - b) Calendar year of 13th birthday: 5% of 5% of any compensation
  - c) Calendar year of  $14^{th}$  birthday: 5% of 5% of any compensation
  - d) Calendar year of 15th birthday: 5% of 5% of any compensation
  - e) Calendar year of 16th birthday: 10% of 5% of any compensation
  - f) Calendar year of 17<sup>th</sup> birthday: 10% of 5% of any compensation
  - g) Calendar year of 18th birthday: 10% of 5% of any compensation
  - h) Calendar year of 19th birthday: 10% of 5% of any compensation
  - i) Calendar year of 20th birthday: 10% of 5% of any compensation
  - j) Calendar year of 21st birthday: 10% of 5% of any compensation
  - k) Calendar year of 22<sup>nd</sup> birthday: 10% of 5% of any compensation
  - l) Calendar year of 23<sup>rd</sup> birthday: 10% of 5% of any compensation



- <u>2.</u> A training club is entitled to receive (a proportion of) the 5% solidarity contribution in the following cases:
  - a) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to different associations;
  - b) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to the same association, provided that the training club is affiliated to a different association.

### 2. Payment procedure

- 1. For cases not governed by the FIFA Clearing House Regulations, the new club shall pay the solidarity contribution to the training club(s) pursuant to the above provisions no later than 30 days after the player's registration or, in case of contingent payments, 30 days after the date of such payments.
- 2. For cases not governed by the FIFA Clearing House Regulations, it is the responsibility of the new club to calculate the amount of the solidarity contribution and to distribute it in accordance with the player's career history as provided in the player passport. The player shall, if necessary, assist the new club in discharging this obligation.
- 3. For cases governed by the FIFA Clearing House Regulations, payment of solidarity contribution shall be made in accordance with the FIFA Clearing House Regulations.
- 4. An association is entitled to receive the proportion of solidarity contribution which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question which was involved in the professional's training and education has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This solidarity contribution shall be reserved for youth football development programmes in the association(s) in question.
- 5. The Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this annexe.





# ANNEXE

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## Rules for the Status and Transfer of Futsal Players



### 1. Scope

- <u>1.</u> The Rules for the Status and Transfer of Futsal Players are an integral part of these regulations.
- 2. These rules establish global and binding provisions concerning the status of futsal players, their eligibility to participate in organised futsal, and their transfer between clubs belonging to different associations.
- **3.** These rules shall apply equally to men, women, amateurs and professionals unless expressly provided for otherwise in this annexe.
- **4.** The transfer of futsal players between clubs belonging to the same association is governed by specific regulations issued by the association concerned. These regulations shall include:
  - a) appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements, as well as the principles in article 1 paragraph 3 b) of these regulations; and
  - b) specific rules for the settlement of disputes between futsal clubs and players.
- 5. The following provisions in these regulations are binding for futsal at national level and shall be included, without modification, in the association's regulations: articles 2-8, 10, 11, 12bis, 18, 18 paragraph 7, 18bis, 18ter, 18quater, 18quinquies, 19 and 19bis.

In relation to articles 18 paragraph 7, 18quater and 18quinquies, where a validly negotiated collective bargaining agreement contains provisions related to female professional football, the respective provisions of the collective bargaining agreement shall prevail in their totality, and a clear reference to the collective bargaining agreement shall be included in the association's regulations. Where no collective bargaining agreement exists, but where more favourable conditions are stipulated pursuant to national law, these more favourable conditions shall be included in the association's regulations.

### 2. Release of futsal players to association teams

- 1. Article 1ter of Annexe 1 of these regulations is binding.
- 2. A player may only represent one association in both futsal and eleven-a-side football. Any player who has already participated in a match (either in full or in part) in an official competition of any category or any type of football for one association may not play an international match for a representative team of another association.

This provision is subject to the exception in article 9 of the Regulations Governing the Application of the Statutes.

### 3. Registration of futsal players

- A futsal player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2 of these regulations. Only registered players are eligible to participate in organised futsal. By the act of registering, a futsal player agrees to abide by the FIFA Statutes and regulations, as well as the statutes and regulations of the relevant confederation and association.
- 2. A futsal player may only be registered for one futsal club at a time. A futsal player may, however, also be registered for one eleven-a-side club at the same time. It is not necessary for the futsal and the eleven-a-side club to be affiliated to the same association.
- 3. A futsal professional player under contract with an eleven-a-side club may sign another professional contract with a different futsal club only if he obtains written approval from the eleven-a-side club employing him, and vice-versa.
- 4. Futsal players may be registered with a maximum of three futsal clubs during one season. During this period, the player is only eligible to play official matches for two futsal clubs. As an exception to this rule, a futsal player moving between two futsal clubs belonging to associations with overlapping seasons (i.e. the start of the season is in summer/autumn as opposed to winter/spring)



may be eligible to play in official matches for a third futsal club during the relevant season, provided he has fully complied with his contractual obligations towards his previous futsal clubs. Equally, the provisions relating to the registration periods (article 6 of these regulations) as well as to the minimum length of a contract (article 18 paragraph 2 of these regulations) must be respected.

5. Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a futsal player may not play official matches for more than two clubs competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of member associations.

### 4. Respect of contract

- 1. A contract between a professional futsal player and a futsal club may only be terminated upon expiry of its term or by mutual agreement.
- <u>2.</u> The provisions applicable to the maintenance of contractual stability are set out in articles 13-18 of these regulations.

### 5. International transfer of futsal players

### 5.1 Principles

- 1. A futsal player registered with a futsal club affiliated to an association may only be registered with a futsal club affiliated to a different association after:
  - a) the International Futsal Transfer Certificate (IFTC) has been requested by the new association;
  - b) the IFTC has been delivered by the former association;
  - c) the IFTC has been received by the new association; and
  - d) the new association has registered the player in their electronic registration system.
- <u>2.</u> The above principle applies to all international transfer of professional and amateur futsal players.
- 3. A futsal player is not eligible to play for his new futsal club until all the conditions in paragraph 1 above are met, where applicable.
- 4. An IFTC is not required for a futsal player under the age of ten.





#### 5. Clubs and associations shall always:

- act in good faith; a)
- b) abide by the FIFA Statutes and all FIFA regulations; and
- c) ensure that all information provided is true and correct.

### 5.2 Transfer process: IFTC procedure and futsal player registration

1. The new futsal club shall submit an application to its association to register a futsal player during one of the registration periods established by that association, subject to the exception in article 6 of these regulations.

The relevant application shall be accompanied, if applicable, by:

- a) a copy of the employment contract between the new futsal club and the futsal player; and
- b) a copy of the transfer agreement (whether permanent or on loan) concluded between the new and the former futsal clubs.
- 2. Upon receipt of the application, the new association shall immediately request that the former association deliver an IFTC for the futsal player ("IFTC request"). The IFTC request shall be accompanied by the documentation established in paragraph 1 above, if applicable.
- 3. At the very latest, the IFTC must be requested on the last day of the relevant registration period of the new association for the transfer to occur during that registration period.
- 4. In the case of an international transfer of a futsal player who had professional status at his former futsal club, upon receipt of the IFTC request, the former association shall immediately request that the former futsal club and the futsal player confirm whether:
  - a) the employment contract has expired;
  - b) an early termination was mutually agreed; or
  - c) there is a contractual dispute.
- 5. Within seven days of the IFTC request, the former association shall either:
  - a) deliver the IFTC to the new association; or
  - b) inform the new association in writing that the IFTC cannot be delivered. This may only be the case where:
    - i. an employment contract between the former futsal club and the futsal player has not expired; or



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ii. there has been no mutual agreement regarding the contract's early termination.

The provision in paragraph b) above applies only to the international transfer of futsal players who had professional status at their former futsal clubs.

- <u>6.</u> When delivering an IFTC to the new association, the former association shall also:
  - a) attach a copy of the player passport;
  - b) notify the new association in writing of any pending disciplinary sanctions imposed on the futsal player and, if applicable, their extension to have worldwide effect (cf. article 12 of these regulations); and
  - c) lodge a copy of the IFTC with FIFA.
- <u>7.</u> The IFTC shall be delivered free of charge without any conditions or time limitation. Any provisions to the contrary shall be null and void.
- <u>8.</u> Upon delivery of the IFTC, the new association shall register the player in their electronic registration system.
- **9.** If the former association fails to respond to the IFTC request within 30 days, the new association shall immediately register the futsal player for the new futsal club on a provisional basis ("provisional registration") and enter the relevant player registration information in the national electronic player registration system. A provisional registration shall become permanent one year after the IFTC request.
- 10. The former association shall not deliver an IFTC for a futsal player if a contractual dispute on grounds of the circumstances stipulated in paragraph 4 above, has arisen between the former futsal club and the futsal player.

In such a case, upon request of the new association, FIFA may take provisional measures in exceptional circumstances. In this respect, it will take into account the arguments presented by the former association to justify the rejection of the IFTC. If the Football Tribunal authorises the provisional registration (cf. article 23), the new association shall proceed to register the player. Furthermore, the professional futsal player, the former and/or the new futsal club are entitled to lodge a claim with FIFA in accordance with article 22. The decision on the provisional registration of the player shall be without prejudice to the merits of such possible contractual dispute.

11. The new association may grant the player temporary eligibility to play until the end of the ongoing competition period on the basis of an IFTC sent by fax or email. If the original IFTC is not received by that time, the player's eligibility to play shall be considered definitive.



12. The foregoing rules and procedures apply without distinction to professional and amateur futsal players who, upon moving to their new futsal club, acquire a different status.

### 5.3 Loan of futsal players

- 1. The rules set out above also apply to the loan of a professional futsal player from a futsal club affiliated to one association to a futsal club affiliated to another association, as well as to his return from loan to his original futsal club, if applicable.
- 2. A copy of the loan agreement shall accompany the IFTC request (cf. article 5.2 paragraph 2).
- 3. Upon expiry of the loan period, the association of the futsal club that released the futsal player on loan shall request the IFTC to the association of the futsal club where he is registered on loan. Until the IFTC procedure has not been completed and the association that released the futsal player on loan has re-registered him in their electronic registration system, the futsal player is not eligible to play for his original futsal club.

### 6. Enforcement of disciplinary sanctions

- A suspension imposed in terms of matches on a player for an infringement committed when playing futsal or in relation to a futsal match shall only affect the player's participation for his futsal club. Similarly, a suspension imposed in terms of matches on a player participating in eleven-a-side football shall only affect the player's participation for his eleven-a-side club.
- 2. A suspension imposed in terms of days and months shall affect a player's participation for both his futsal as well as his eleven-a-side club, regardless of whether the infringement was committed in eleven-a-side football or futsal.
- 3. The association with which a futsal player is registered shall notify a suspension imposed in terms of days and months to the second association with which the player may be registered, if the player is registered, at the same time, for a futsal and an eleven-a-side club belonging to two different associations.
- 4. When delivering an IFTC, the former association shall notify the new association in writing of any pending disciplinary sanctions imposed on a player and, if applicable, their extension to have worldwide effect (cf. article 12 of these regulations).



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### 7. Protection of minors

1. International transfers of players are only permitted if the player is over the ageof 18. The exceptions to this rule are outlined in article 19 of these regulations.

### 8. Training compensation

The provisions on training compensation as provided for in article 20 and Annexe 4 of the regulations shall not apply to the transfer of players from futsal clubs.

### 9. Solidarity mechanism

The provisions on solidarity mechanism as provided for in article 21 and Annexe 5 of these regulations shall not apply to the transfer of players to and from futsal clubs.

### 10. Competence of FIFA

- <u>1.</u> Sanctions shall be imposed on clubs and associations which violate the provisions contained in this annexe.
- <u>2.</u> The FIFA general secretariat is responsible for investigating any violation of this annexe.
- <u>3.</u> The FIFA Disciplinary Committee is responsible for sanctioning any violation of this annexe, in line with the FIFA Disciplinary Code.
- 4. Without prejudice to the right of any futsal player, coach, association or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear disputes as stipulated in article 22 of these regulations.
- 5. The Football Tribunal shall adjudicate on all disputes as stipulated in article 23 of these regulations.



# ANNEXE

Temporary rules addressing the exceptional situation deriving from the war in Ukraine

## 1. Scope of application

- 1. Without prejudice to paragraph 2 below, this annexe applies to employment contracts of an international dimension concluded between players or coaches and clubs affiliated to the Ukrainian Association of Football (UAF) or the Football Union of Russia (FUR).
- 2. This annexe does not apply to:
  - a) employment contracts of an international dimension of players who, on 21 May 2023 and thereafter, were registered with a club affiliated to the UAF or FUR;
  - employment contracts of an international dimension of coaches who, on 21 May 2023 and thereafter, rendered their services to a club affiliated to the UAF or FUR;
  - c) employment contracts of an international dimension of players or coaches that have been concluded or extended after 7 March 2022.

# 2. Employment contracts of an international dimension with clubs affiliated to the UAF or FUR

1. Notwithstanding the provisions of these regulations and unless otherwise agreed between the parties, a contract of an international dimension between a player or a coach and a club affiliated to the UAF or FUR can be unilaterally suspended until 30 June 2025 by the player or the coach.

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- 2. In order to validly suspend the contract, the player or coach shall inform the club of the unilateral suspension in writing by 1 July 2024 at the latest.
- 3. The minimum length of a contract established under article 18 paragraph 2 of these regulations does not apply to any new contract concluded by the professional whose contract has been suspended in accordance with paragraphs 1 and 2 above.

### 3. Consequences of the suspension

A player or coach whose contract has been suspended as per article 2 paragraphs 1 and 2 above does not commit a breach of contract by signing and registering with a new club. Article 18 paragraph 5 of these regulations does not apply to a professional whose contract has been suspended as article 2 paragraphs 1 and 2 above.

### 4. Registration

Notwithstanding the provisions of article 5 paragraph 4 of these regulations, a player whose previous registration was in the UAF or FUR, may be registered with a maximum of four clubs during one season and is eligible to play official matches for three different clubs.

### 5. Registration periods

Notwithstanding the provisions of Annexe 3, in case the UAF or FUR reject an ITC request for a professional within the scope of this annexe, the FIFA administration may immediately authorise the registration of the player at the new association for his new club.

### 6. Protection of minors

Notwithstanding the provisions of article 19 of these regulations, any minors residing in the territory of Ukraine who wish to be registered with a new club shall be deemed to fulfil the requirements of the exception provided in article 19 paragraph 2 a) or d) of these regulations.





### 7. Training compensation

- As from the time this annexe enters into force, training compensation in accordance with the provisions of article 20 and annexe 4 is payable by the new club for any player whose previous registration was in the UAF or FUR if:
  - a) without prejudice to paragraph 3 below, the player is registered for the first time as a professional before the end of the calendar year of his 23<sup>rd</sup> birthday; or
  - b) the player had validly suspended their contract with a club affiliated to the UAF or FUR in accordance with the provisions of this annexe (under any of its different editions) and is now transferred between clubs of two different associations (whether during or at the end of his contract) before the end of the calendar year of their 23<sup>rd</sup> birthday.

However, in such case per literal b), training compensation will be owed by the new club only to the club(s) affiliated to the UAF or FUR with which the player had been registered before the player's contract was suspended, for the time the player was effectively trained by the respective club(s).

- No entitlement to training compensation will arise for any club not affiliated to the UAF or FUR who has registered a player following the suspension of the player's contract in accordance with this annexe.
- <u>3.</u> No training compensation is payable by the new club for a player being registered for the first time as a professional if:
  - a) the player is registered with a club not affiliated to the UAF or FUR after having left the territory of Ukraine or Russia subsequently to 7 March 2022 and was allowed to be registered with a new club under the exception provided in article 19 paragraph 2 a) or d) of these regulations;
  - b) the player left the territory of Ukraine or Russia subsequently to 7 March 2022 and now wishes to be registered for the first time as a professional with a club affiliated to the UAF or FUR.

### 8. International transfer of players

- 1. A player whose contract has been suspended on the basis of this annexe may, during the period of suspension, not be subject to a transfer (whether permanent or on loan) against payment.
- 2. A player who has suspended their contract on the basis of this annexe may not sign a new contract with another club affiliated to the UAF or FUR during the time of the suspension.









## Procedural Rules Governing the Football Tribunal

MARCH 2023 EDITION

### Procedural Rules Governing the Football Tribunal

March 2023 edition



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ANNEXE 1



### Definitions

The definitions in the Regulations on the Status and Transfer of Players, the FIFA Football Agent Regulations and the FIFA Statutes shall apply.

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





# GENERAL PROVISIONS



# Article 1: Scope of application

- 1. These rules govern the organisation, composition and functions of the Football Tribunal (FT).
- 2. The FT shall be composed of three chambers:
  - a) the Dispute Resolution Chamber (DRC);
  - b) the Players' Status Chamber (PSC); and
  - c) the Agents Chamber (AC).

# Article 2: Jurisdiction

- 1. The matters for which each chamber has jurisdiction are provided by specific FIFA regulations.
- 2. In the event of uncertainty as to which chamber has jurisdiction to decide a matter, the chairperson of the FT will decide.

# Article 3: Applicable law

In their application and adjudication of law, the chambers shall apply the FIFA Statutes and FIFA regulations, whilst taking into account all relevant arrangements, laws, and/or collective bargaining agreements that exist at national level, as well as the specificity of sport.

# Article 4: Composition

- 1. The chairperson of the FT shall have legal qualifications. They shall be appointed for four years by the FIFA Council.
- 2. The chairpersons, deputy chairpersons, and members of each chamber shall be appointed for four years by the FIFA Council. The chairpersons and deputy chairpersons of each chamber shall have legal qualifications. The members shall have a professional legal background with relevant football experience.





- **3.** The DRC shall be composed of:
  - a) a chairperson and two deputy chairpersons, at the proposal of FIFA and agreed upon by consensus between the parties mentioned in b) and c) below;
  - b) 15 player representatives, appointed at the proposal of players' associations; and
  - c) 15 club representatives, appointed at the proposal of member associations, clubs and leagues.
  - . The PSC shall be composed of:
    - a) a chairperson and one deputy chairperson; and
    - b) the necessary number of members as decided by the FIFA Council, appointed at the proposal of members associations, confederations, players, clubs and leagues.
- 5. The AC shall be composed of:
  - a) a chairperson and one deputy chairperson; and
  - b) the necessary number of members as decided by the FIFA Council, appointed at the proposal of member associations, confederations, players, clubs, leagues, and football agents.
- 6. If a vacancy occurs, the FIFA Council may appoint a replacement for the remainder of the term of office. The chairperson of the DRC or the chairperson of the PSC shall deputise for the chairperson of the FT in the latter's absence.

# Article 5: Independence and conflict of interest

- 1. The members of the FT are bound by the FIFA Statutes, FIFA regulations and the law.
- 2. A member of the FT may not take part in deciding a matter if there is any legitimate doubt as to their impartiality and shall disclose any circumstance which might give rise to a conflict of interest. The nationality of a person appointed to decide a matter does not per se constitute a legitimate doubt as to their impartiality.
- 3. A party is entitled to challenge a member of the FT appointed to decide a matter if it believes that there is a legitimate doubt as to their impartiality. Such challenge shall be filed within five calendar days from the notification of the composition of the relevant chamber for adjudication. The decision on such challenge shall be made by the chairperson of the FT.

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# Article 6: Confidentiality

A person appointed to the FT shall maintain strict confidentiality on any case they decide.

# Article 7: Exemption from liability

Neither the persons appointed to the FT nor the FIFA officials acting in an administrative capacity may be held liable for any action or omission relating to any decision or procedure undertaken in accordance with applicable FIFA regulations or these Rules.

# Article 8: Role of the FIFA general secretariat

- 1. The FIFA general secretariat will provide the administrative organisation and support for the FT.
- 2. The FIFA general secretariat is empowered to make decisions as provided for in these Rules.











# Article 9: Parties

- 1. Subject to the relevant FIFA regulations, only the following natural or legal persons may be a party before a chamber:
  - a) member associations;
  - b) clubs affiliated to a member association;
  - c) players;
  - d) coaches;
  - e) single-entity leagues, only for the purposes of the FIFA Football Agent Regulations;
  - f) football agents licensed by FIFA; or
  - g) match agents licensed by FIFA.
- 2. A party may appoint an authorised representative to act on its behalf in any procedure. It shall provide written authorisation to be represented in the specific procedure.
- **3.** A party is responsible for the conduct of its authorised representative. Authorised representatives are obliged to tell the truth and act in good faith in any procedure.
- 4. The FIFA general secretariat may, at any stage of a procedure, request the intervention of any natural or legal person as a party in a procedure.

# Article 10: Communications

- 1. All communications shall be undertaken via the Legal Portal operated by FIFA (Legal Portal) or the Transfer Matching System (TMS).
- 2. The specific procedural rules shall define which method of communication must be used for the procedure in question. Communications from FIFA to a party by any such method is considered a valid means of communication and sufficient to establish time limits and their observance.
- **3.** Parties must review TMS and the Legal Portal at least once per day for any communications from FIFA. Parties are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review. The contact details indicated in TMS are binding on the party that provided them.



- 4. Any communication submitted in TMS by a member association on behalf of an affiliated club shall:
  - a) not be subject to the fulfilment of any conditions by the respective club;
  - b) be undertaken by the member association without delay, regardless of whether it agrees with the merits of the communication.

# Article 11: Time limits

- 1. For a party that directly receives a communication, the time limit will commence the day after receipt of the relevant communication.
- 2. For a party that receives a communication via its member association, the time limit will commence four calendar days after receipt of the communication by the member association to which it is affiliated or registered, or on the date of notification of the party by the member association, whichever is sooner.
- 3. If the last day of a time limit coincides with an official public holiday or a non-working day in the place of domicile of the party required to comply, the time limit will expire at the end of the next working day.
- 4. A time limit is deemed to have been complied with if the action required or requested has been completed by latest the last day of the time limit at the location of the party's domicile or, if the party is represented, of the domicile of its main legal representative. Submissions and evidence filed outside the relevant time limit shall be disregarded.
- 5. Time limits are paused from 20 December to 5 January inclusive.
- 6. Regulatory time limits fixed in these Rules will not be extended. Time limits set by the FIFA general secretariat may be extended upon substantiated request submitted before the expiry of the relevant time limit.

# Article 12: Procedural rights and obligations

- 1. A party may file submissions, produce evidence, and examine the case file before any decision is made.
- 2. A party shall always act in good faith, tell the truth, and cooperate with any request for information made by a chamber or the FIFA general secretariat.





 The same obligations apply to any natural person or legal person under the jurisdiction of FIFA that is not a party in a procedure but has been requested to contribute to a procedure by a chamber or the FIFA general secretariat.

#### Article 13: Submissions and evidence

- 1. Any submission to FIFA shall be made in English, Spanish, or French. Any submission to FIFA not made in one of the aforementioned languages will be disregarded.
- 2. A party that receives a submission made by another party within the scope of a procedure shall maintain strict confidentiality on that submission, unless such disclosure is made to professional advisers or is required by law.
- **3.** Any type of evidence may be produced. A chamber has ultimate discretion as to the weight it gives to evidence. All the evidence upon which a party intends to rely must be filed in the original language and, if applicable, translated into English, Spanish or French.
- 4. A chamber may consider and rely on any evidence not presented by the parties, including without limitation the evidence generated by or within TMS and/or the Platform.
- 5. A party that asserts a fact has the burden of proving it.

# Article 14: Meetings and deliberations

- 1. The chamber makes a decision based on the written file. In exceptional circumstances, a chairperson may decide that a case is suitable for oral hearing. The chairperson will decide on the procedure of any oral hearing.
- 2. Deliberations may be held electronically or in person and shall be kept confidential.
- 3. A decision is passed by a simple majority of the appointed chamber. If the votes are equal, the chairperson for that matter shall have the casting vote.

# Article 15: Notifications of decisions

1. A decision will be notified to a party directly in accordance with these Rules. Where the party is a club, a copy shall be notified to the member association and confederation to which it is affiliated.





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- 2. Notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party which they represent.
- 3. Decisions enter into force as soon as notification occurs.
- 4. Generally, a party shall only be notified of the operative part of the decision. Decisions that immediately impose sporting sanctions against a party shall only be communicated with grounds.
- 5. Where no procedural costs are ordered, a party has ten calendar days from notification of the operative part of the decision to request the grounds of the decision. Failure to comply with the time limit shall result in the decision becoming final and binding and the party will be deemed to have waived its right to file an appeal. The time limit to lodge an appeal begins upon notification of the grounds of the decision.
- 6. Where procedural costs are ordered, notification of the grounds of a decision will only be made to the party that has both requested the grounds of the decision and paid its share of the procedural costs within the regulatory time limit of ten calendar days from notification of the operative part of the decision, if any.
- 7. Failure to comply with the time limit referred to in paragraph 6 of this article shall result in the request for the grounds being deemed to have been withdrawn. As a result, the decision will become final and binding and the party will be deemed to have waived its right to file an appeal.
- 8 Obvious mistakes in decisions and obvious procedural errors discovered after a decision is rendered may be corrected, *ex officio* or on application, by the chamber that made the decision. Where a decision has been corrected, regulatory time limits will commence from the time of notification of the rectified decision.

# Article 16: Language

- 1. The language(s) used in all proceedings shall be exclusively English, Spanish or French.
- 2. Where submissions or evidence in a matter are in a single language, the decision of the chamber will be in that language.
- 3. Where submissions or evidence in a matter are in multiple languages, the procedure will be conducted in English and the decision will be in English.

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#### Article 17: Publication

- 1. The FIFA general secretariat may publish decisions of the FT or awards of the Court of Arbitration for Sport which derive from appeals against decisions of the FT on legal.fifa.com.
- 2. Where a decision contains confidential information, a party may request within five days of the notification of the grounds of the decision that FIFA publishes an anonymised or a redacted version.
- **3.** In decisions involving minors, only an anonymised or a redacted version which protects the identity of the minor(s) concerned may be published by FIFA.





RULES SPECIFIC TO DISPUTES BEFORE THE DISPUTE RESOLUTION CHAMBER, PLAYERS' STATUS CHAMBER, OR AGENTS CHAMBER





# Article 18: Claims

- 1. A claim against another party must be submitted via the Legal Portal and contain the following:
  - a) the name, email address(es), and postal address(es) for notification of the party;
  - b) (if applicable) the name, email address(es), and postal address(es) for notification of any authorised representative, and a copy of a written, specific and recent power of attorney;
  - c) the identity and address(es) for service of the respondent(s);
  - a statement of claim, setting out full written arguments in fact and law, the full body of evidence, and requests for relief;
  - e) the details of a bank account registered in the name of the claimant on a signed copy of the Bank Account Registration Form;
  - f) the date and a valid signature; and
  - g) (if applicable) proof of payment of the advance of costs.
- 2. The FIFA general secretariat will assess whether these requirements are met. If the claim is incomplete, the FIFA general secretariat will inform the claimant and request rectification. If the claim is not rectified within the time limit given, it is deemed to be withdrawn and will need to be resubmitted.

# Article 19: Preliminary procedural matters

- 1. The FIFA general secretariat, after assessing whether a claim is complete, will subsequently assess whether:
  - a) the relevant chamber obviously does not have jurisdiction; and/or
  - b) the claim is obviously time-barred.
- 2. Following this assessment, the FIFA general secretariat may refer the case directly to the chairperson of the relevant chamber of the FT for an expedited decision.
- 3. If the chairperson of the relevant chamber of the FT considers that the claim is not affected by any preliminary procedural matters, they shall order the FIFA general secretariat to continue the procedure.



# Article 20: Proposal from the FIFA general secretariat

- 1. After determining that the claim is complete, in disputes without *prima facie* complex facts or legal issues, or in cases where this is clear established jurisprudence, the FIFA general secretariat may make a proposal to finalise the matter without a decision issued by a chamber. Such proposal is without prejudice to any future decision issued by a chamber.
- 2. A party shall accept or reject the proposal within the time limit granted by the FIFA general secretariat.
- **3.** A party that fails to respond to the proposal shall be deemed to have accepted it.
- 4. Where a proposal is accepted, a confirmation letter will be issued by the FIFA general secretariat. The confirmation letter shall be considered a final and binding decision pursuant to the relevant FIFA regulations.
- 5. Where a proposal is rejected, the respondent(s) must submit their response within the time limit indicated in the proposal.

# Article 21: Response to the claim and counterclaim

- 1. After determining that the claim is complete, and (where relevant) if the procedure is to continue following the conclusion of any preliminary procedural matters, the FIFA general secretariat will request that the respondent(s) submit their response to the claim via the Legal Portal within the time limit granted. If the respondent(s) fail(s) to submit a response to the claim within the time limit, a decision will be made based on the file.
- 2. The respondent(s) may submit a counterclaim with their response to the claim. A counterclaim shall have the same form as a claim and shall be submitted within the same time limit as that for the response to the claim.
- 3. If a party submits a new claim which is related to an existing case in which it is a respondent, the new claim shall be joined with the existing case and treated as a counterclaim in the existing case. Where the party has already been notified of the existing case, the new claim must have been submitted within the same time limit as that for the response to the claim in the existing case in order to be considered.





- 4. Where the respondent validly submits a counterclaim, the counter-respondent(s) (i.e. the original claimant) shall reply solely to the counterclaim within the time limit granted by the FIFA general secretariat.
- 5. Should the response to the counterclaim refer to matters which did not form part of the counterclaim, those matters will not be considered.
- 6. A response to a counterclaim submitted after the time limit expires will not be considered.

#### Article 22: Second round of submissions

The FIFA general secretariat will decide, where necessary, whether there shall be a second round of submissions. Any such submission must be submitted via the Legal Portal.

#### Article 23: Closure of submission phase

- 1. The FIFA general secretariat will notify the parties of the closure of the submission phase of the procedure. After such notification, the parties may not supplement or amend their submissions or requests for relief or produce new evidence.
- 2. The FIFA general secretariat and/or the respective chamber may request additional information and/or documentation at any time within the scope of a procedure.

#### Article 24: Adjudication

- 1. In procedures before the DRC, where the relief requested is:
  - a) lower than USD 200,000 (or its equivalent in another currency), a single judge may adjudicate as a general rule;
  - equivalent to or higher than USD 200,000 (or its equivalent in another currency) or the matter is legally complex, at least three judges may adjudicate. The specific matter will be chaired by the chairperson or a deputy chairperson.
- 2. In procedures before the PSC or the AC, a single judge may adjudicate as a general rule. Where the matter is legally complex, at least three judges may adjudicate. The specific matter will be chaired by the chairperson or a deputy chairperson.



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# Article 25: Costs

- 1. Procedures are free of charge where at least one of the parties is a player, coach, football agent or match agent.
- 2. Procedural costs are payable in all other types of disputes. Procedural costs are payable on order by the relevant chamber, at the conclusion of a matter. The amounts are defined in Annexe 1 of these Rules.
- **3.** An advance of costs is payable for proceedings before the PSC, with the exception of proceedings relating to regulatory applications.
- 4. Advance of costs shall be paid by the claimant or counter-claimant when the claim or counterclaim is lodged, and are defined in Annexe 1 of these Rules.
- 5. The chamber will decide the amount that each party is due to pay, in consideration of the parties' degree of success and their conduct during the procedure, as well as any advance of costs paid. In exceptional circumstances, the chamber may order that FIFA assumes all procedural costs.
- 6. A party that has been ordered to pay procedural costs is only obliged to pay where:
  - a) it requests the grounds of the decision after having been notified of the operative part; or
  - b) the decision has been notified directly with grounds.
- 7. Procedural costs shall be paid within ten days as from the notification of the relevant decision to the bank account provided in the decision. The relevant proof of payment shall be filed with the FIFA general secretariat within the same ten days.
- 8. No legal costs shall be awarded. Parties shall bear all their own costs in connection with any procedure.





# Article 26: Mediation

- 1. If the chairperson of the FT considers it appropriate, they may invite the parties to mediate the dispute.
- 2. Mediation is a voluntary process and free of charge. It shall be conducted in accordance with the general principles of the CAS Mediation Rules, as well as any rules enacted by FIFA to this end, and through the mediators recognised by a list approved by the FIFA general secretariat.
- **3.** If mediation is successful, a settlement agreement will be signed by the parties and ratified by the mediator and the chairperson of the respective chamber. The settlement agreement shall be considered a final and binding decision of the FT pursuant to the relevant FIFA regulations.





**RULES SPECIFIC TO** THE SOLIDARITY **MECHANISM AND** TRAINING COMPENSATION **CLAIMS AND ELECTRONIC PLAYER PASSPORT-RELATED CASES BEFORE** THE DISPUTE RESOLUTION **CHAMBER** 



#### Article 27: Training reward claims

- 1. Pursuant to the relevant FIFA regulations, a party shall submit a claim for training compensation or the solidarity mechanism and its additional documents in TMS. The claim shall contain the following (subject to the nature of the claim):
  - a) the name and address(es) for service of the claimant;
  - b) (if applicable) the name and address(es) for service of any authorised representative, and a copy of a written, specific, and recent power of attorney;
  - c) a statement of claim, setting out full written arguments in fact and law, the full body of evidence and requests for relief;
  - d) the details of a bank account registered in the name of the claimant on a signed copy of the Bank Account Registration Form;
  - e) (if applicable) confirmation from the claimant's member association of the start and end dates of its sporting season during the period when the player was registered with the claimant;
  - f) complete career history of the player, setting out all clubs with which they have been registered since the calendar year of their 12<sup>th</sup> birthday until the date of their registration with the respondent club, taking into account any possible interruptions, as well as indicating the status of the player (amateur or professional) when registered, and whether such registration was permanent or temporary;
  - g) (if applicable) evidence that the club in question with which the professional was registered and trained has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation;

#### For training compensation only

- h) (if applicable) confirmation from the claimant's member association of the category of the claimant;
- i) (if applicable) the category of the respondent(s);
- (if applicable) information about the exact date of the first registration of the player as a professional;
- (if applicable) information about the exact date of the transfer on which the claim is based;
- I) (if applicable) evidence of a professional contract offer;

#### For the solidarity mechanism only

- m) information about the exact date of the transfer on which the claim is based;
- n) information about the clubs involved in the transfer on which the claim is based;

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THE FOOTBALL TRIBUNAL



- o) the percentage of the solidarity contribution claimed; and
- p) the alleged amount for which the player was transferred to their new club, if known, or a statement to the effect that the amount is currently not known.

#### Article 28: Procedure related to training reward claims

All claims related to proceedings detailed in article 27 must be submitted and managed through TMS. Except for article 18 paragraph 1, the specific procedural rules for disputes in Chapter III shall apply equally to procedures subject to article 27.

#### Article 28bis: Cases of legal or factual complexity in an Electronic Player Passport

- 1. When cases of legal or factual complexity are identified by the FIFA general secretariat during its evaluation of an Electronic Player Passport (EPP), the FIFA general secretariat shall submit the complete EPP to the DRC for formal decision.
- For the purpose of this submission, the FIFA general secretariat shall gather information and documentation during the EPP review process from the parties involved. The parties involved are clubs and member associations participating in the review of the EPP.
- **3.** Upon submission by the FIFA general secretariat of the EPP, the DRC shall make a determination on all relevant player registration information and documentation considered in the EPP for the distribution of training rewards.
- 4. The FIFA general secretariat will notify the parties of the submission of the EPP to the DRC. After such notification, the parties may not supplement or amend any of the information or documentation provided during the EPP review process or produce new evidence.
- 5. All communication between the FIFA general secretariat and the parties involved will be undertaken via TMS in the context of the EPP of the player in question.
- 6. As a general rule, a single judge will adjudicate these cases.
- 7. Procedures described in this article are free of charge.
- 8. The decision by the DRC will be duly communicated to the parties via TMS in accordance with article 10 of the FIFA Clearing House Regulations. Article 15 paragraphs 2, 3 and 8 of these Rules shall apply.

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THE FOOTBALL TRIBUNAL

REGULATORY APPLICATIONS BEFORE THE PLAYERS' STATUS CHAMBER





# Article 29: Regulatory applications

- 1. Pursuant to the relevant FIFA regulations, the PSC shall adjudicate regulatory applications regarding:
  - a) the international transfer or first registration of a minor;
  - b) a limited minor exemption (LME);
  - c) FIFA intervention to authorise the registration of a player;
  - d) a request for eligibility or change of association; or
  - e) the late return of a player from representative-team duty.
- 2. Any such application must contain full written arguments in fact and law. In processing these applications, the FIFA general secretariat must apply the principles of due process. The specific requirements regarding an application for the international transfer or first registration of a minor (article 30) is set out in these Rules.
  - a) All applications under article 29 paragraph 1 a), b) and c) must be submitted and managed through TMS.
  - b) All applications under article 29 paragraph 1 d) and e) must be submitted and managed via the Legal Portal.
  - c) Only applications concerning futsal players and applications covered by FIFA circular no. 1635 may be submitted and managed via email.
- 3. Upon receipt, the FIFA general secretariat will assess whether an application is complete.
  - a) If the application is not complete, the FIFA general secretariat will inform the applicant and request rectification.
  - b) If the application is not rectified within the time limit given, it is deemed to be withdrawn and will need to be resubmitted.
  - c) Once an application is deemed complete, or upon explicit request of the applicant, it will be transmitted to the PSC for decision.
- 4. Generally, a single judge shall adjudicate. In a complex matter or where exceptional circumstances exist, at least three judges shall adjudicate.





# Article 30: International transfer or first registration of a minor

- 1. Pursuant to the relevant FIFA regulations, a member association that wishes to register a player, at the request of its affiliated club, may apply via TMS for:
  - a) the international transfer of a minor player; or
  - b) the first registration of a foreign minor player; or
  - c) the first registration of a minor player who is not a national of the country where the member association in which they wish to be registered is domiciled, and has lived continuously for at least the last five years in that country.
- 2. An application is not required where:
  - a) the minor is a national of the country where the member association in which they wish to be registered is domiciled, and was never previously registered at another member association;
  - b) the minor is less than ten years old; or
  - c) the member association has been granted an LME and the international move of the minor falls within the scope of that LME.
- **3.** An application must contain the documents (subject to the type of application) requested in TMS, as described in the Guide to Submitting a Minor Application.
- For international transfers, the former member association at which the minor was registered will be:
  - a) provided access to all non-confidential documents via TMS; and
  - b) invited to make a submission and submit any documents within a regulatory time limit set by the FIFA general secretariat.
- 5. For international transfers relating to humanitarian reasons, the former member association at which the player was registered will not be notified of the application.





# FINAL PROVISIONS





#### Article 31: Transitory provisions

- 1. Procedures that commenced prior to these Rules coming into force shall be subject to these Rules.
- 2. The FIFA general secretariat shall make all decisions regarding the application of these Rules to procedures that commenced prior to these Rules coming into force.

#### Article 32: Matters not provided for and force majeure

- 1. Any matters not provided for in these Rules shall be determined by the FIFA general secretariat.
- **2.** Cases of force majeure affecting these Rules shall be decided by the chairperson of the FT whose decisions are final.

# Article 33: Authoritative text

If there are any discrepancies between the interpretation of these Rules in the various languages, the English text is authoritative.





# Article 34: Adoption and entry into force

- 1. These Rules were approved by the FIFA Council on 14 March 2023 and come into force on 1 May 2023.
- 2. The provisions concerning the AC enter into force on 1 October 2023.

14 March 2023

For the FIFA Council

President:

Gianni Infantino

Secretary General:

Fatma Samoura





#### Annexe 1

1. Advance of costs are as follows:

Amount in dispute (USD)			Fixed advance of costs
USD	0	to USD 49,999.99	USD 1,000
USD	50,000	to USD 99,999.99	USD 2,000
USD	100,000	to USD 149,999.99	USD 3,000
USD	150,000	to USD 199,999.99	USD 4,000
USD	200,000+		USD 5,000

2. Procedural costs are as follows:

Amou	nt in dispute (in USD)	Procedural costs
USD (	) to USD 49,999.99	up to USD 5,000
USD 50,000	) to USD 99,999.99	up to USD 10,000
USD 100,00	) to USD 149,999.99	up to USD 15,000
USD 150,000	) to USD 199,999.99	up to USD 20,000
USD 200,00	)+	up to USD 25,000

**3.** Payment of the advance of costs or procedural costs shall be made to the following account, with a clear reference to the parties involved in the dispute:

UBS Zurich Account number 230-366677.61N (FIFA Players' Status) Clearing number 230 IBAN: CH12 0023 0230 3666 7761 N SWIFT: UBSWCHZH80A





# FIFA Clearing House Regulations

October 2022 edition



MARTWEZ J.

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# Definitions

For the purpose of these regulations, the terms set out in the FIFA Statutes and the FIFA Regulations on the Status and Transfer of Players, as well as the following definitions, shall apply:

**Allocation Statement:** the document issued by the FIFA general secretariat to the FIFA Clearing House that provides it with the necessary information to process payments, notably the paying and receiving parties and the amounts to be distributed.

**Compliance Assessment:** the procedure required to be performed by the FIFA Clearing House prior to accepting any potential client in order to satisfy financial regulatory requirements.

**Dispute Resolution Chamber:** the Dispute Resolution Chamber of the Football Tribunal as defined in the Procedural Rules.

**Distribution Statement:** the document generated by the FIFA Clearing House that contains information about payments of training rewards to which the training club(s) in question is (are) entitled.

**Electronic Player Passport (EPP):** an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12<sup>th</sup> birthday.

**First Compliance Assessment:** the first step in the FIFA Clearing House's process of performing a Compliance Assessment for a specific transaction.

**FIFA Clearing House:** the entity that acts as an intermediary in relation to processing certain payments made in the football transfer system.

FCH Terms & Conditions: the terms and conditions for a party to take part in a transaction involving the FIFA Clearing House.

**Non-Compliant Party:** a client of the FIFA Clearing House that fails a First Compliance Assessment and/or a Second Compliance Assessment.





**Payment Notification:** the document issued by the FIFA Clearing House detailing the amount(s) payable to the FIFA Clearing House.

Procedural Rules: the Procedural Rules Governing the Football Tribunal.

**Regulations:** these FIFA Clearing House Regulations.

**RSTP:** the FIFA Regulations on the Status and Transfer of Players.

**Second Compliance Assessment:** the second step in the FIFA Clearing House's process of performing a Compliance Assessment for a specific transaction where a client has failed the First Compliance Assessment.

NB: terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice versa, unless indicated otherwise.







# INTRODUCTORY PROVISIONS

# **Article 1: Objectives**

- 1.1 FIFA has a statutory obligation to regulate all matters relating to the football transfer system. The FIFA Clearing House shall serve to protect the core objectives of the football transfer system in accordance with the FIFA Statutes and the RSTP, notably to:
  - a) protect the contractual stability between professional players and clubs;
  - b) encourage the training of young players;
  - c) promote a spirit of solidarity between the elite and grassroots football;
  - d) protect minors;
  - e) maintain competitive balance; and
  - f) ensure the regularity of sporting competitions.
- **1.2** The specific objectives of the FIFA Clearing House are to:
  - a) process specific payments related to the transfer of football players between clubs;
  - b) protect the integrity of the football transfer system;
  - c) enhance and promote financial transparency in the football transfer system; and
  - d) prevent fraudulent conduct in the football transfer system.
- **1.3** In pursuit of these objectives, the FIFA Clearing House acts as an intermediary for the payment of training rewards in the football transfer system that fall due pursuant to the RSTP and performs all required Compliance Assessments in their execution.

# Article 2: Scope

- 2.1 These Regulations lay down the process for the payments processed through the FIFA Clearing House.
- 2.2 These Regulations apply to all such payments relating to eleven-a-side football only.
- 2.3 These Regulations apply to all parties bound by the FIFA Statutes.



# **Article 3: FIFA Clearing House**

- 3.1 The FIFA Clearing House is a separate entity from FIFA and was established to act as an intermediary in payments deriving from the football transfer system. The FIFA Clearing House is a payment service provider with a licence from the appropriate regulatory authorities. Its governance structure is detailed in its articles of association.
- <u>3.2</u> The FIFA Clearing House shall not make a financial profit from the assets it receives and/or transactions it undertakes.
- **3.3** The legal relationship between the FIFA Clearing House and the parties involved in transactions processed through the FIFA Clearing House is governed exclusively by the FCH Terms & Conditions and these Regulations.
- **3.4** The FIFA Data Protection Regulations apply to all matters described in these Regulations, including all interactions with the FIFA Clearing House.





PROCEDURE GOVERNING THE CALCULATION AND PAYMENT OF TRAINING REWARDS



# Article 4: Registration and transfer of players

- <u>4.1</u> Member associations and clubs shall ensure that reliable, accurate, and complete player registration and transfer information is made available electronically to FIFA at all times.
- 4.2 Member associations and clubs shall use an electronic player registration system, an electronic domestic transfer system, TMS, the FIFA Connect ID Service, and the FIFA Connect Interface to communicate registration and transfer information electronically to FIFA.
- 4.3 Each member association shall:
  - a) use an electronic player registration system, integrated with the FIFA Connect ID Service and FIFA Connect Interface, to register players; and
  - b) use an electronic domestic transfer system, integrated with the FIFA Connect Interface, to process national transfers.
- <u>4.4</u> Each member association shall maintain accurate and up-to-date player registration data in its electronic player registration system and the FIFA Connect ID Service at all times, including, without limitation, the following information:
  - a) the status of the player in accordance with article 2 of the RSTP;
  - b) the type(s) of football (11-a-side football, futsal, and/or beach soccer) that the player is registered to participate in; and
  - c) the category of the club(s) with which the player is registered.
- **4.5** Each member association shall maintain accurate and up-to-date data regarding its affiliated clubs (whether current or former) in its electronic player registration system and the FIFA Connect ID Service at all times, including, without limitation, the following information:
  - a) address and contact details;
  - b) current and historical data regarding club categorisation; and
  - c) current and historical data regarding the affiliation to the member association.
- **4.6** A club shall be categorised by a member association based on the criteria established in the RSTP. No other categorisation system shall be recognised.



- **4.7** Subject to article 17 of these Regulations, only players registered by a member association with a club and identified with a FIFA ID through the electronic systems described in this article shall be considered for the automatic calculation and payment of training rewards.
- <u>4.8</u> Member associations are responsible for the registration information that is included in the final EPP.

#### Article 5: Training rewards trigger: first registration as a professional

## First registration as a professional at the same member association where the player was most recently registered as an amateur

- 5.1 The first registration of a player as a professional at the same member association where the player was most recently registered as an amateur shall be entered or confirmed by the member associations in the electronic player registration system, following a request from the club for which the player will be registered.
  - a) If the first registration as a professional is with the same club where the player was most recently registered as an amateur, the member association shall update the status of the player.
  - b) If the first registration as a professional occurs after a transfer between clubs affiliated to the same member association, the relevant club(s) and/or member association shall enter the national transfer in the electronic domestic transfer system and update the status of the player at the new club.
  - c) Such procedures shall be governed by specific regulations issued by each member association.
- 5.2 The electronic player registration system shall communicate the details of the first registration as a professional to FIFA through the FIFA Connect Interface within thirty (30) days of the domestic registration.
- 5.3 TMS will identify, from the information communicated by the member association, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.



## First registration as a professional at the same member association where the player was most recently registered as an amateur – manual declaration

- 5.4 Where the electronic player registration system of a member association is not fully integrated and unable to communicate the first registration of a player as a professional to FIFA through the FIFA Connect Interface, the member association shall exceptionally declare that registration manually in TMS within thirty (30) days of the domestic registration, subject to the following conditions:
  - a) Member associations shall request the prior written approval of the FIFA general secretariat to make manual declarations in TMS.
  - b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period of time. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.
  - c) At the conclusion of this period, member associations shall comply with the electronic-system obligations set out in article 4 paragraph 2.
- 5.5 A member association shall provide the compulsory data when entering this manual declaration in TMS.
- 5.6 A member association shall upload the employment contract of the player as part of the manual declaration to support the information that has been entered in TMS.
- 5.7 FIFA may request further documentation or information from the member association at any time.
- 5.8 TMS will identify, from the information declared by the member association, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.

## First registration as a professional at a different member association from that where the player was most recently registered as an amateur

- 5.9 The first registration of a player as a professional at a different member association from that where the player was most recently registered as an amateur shall be entered in TMS as an international transfer as required by the RSTP and its Annexe 3.
- 5.10 TMS will identify, from the information provided in the international transfer instruction, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.





#### Article 6: Training rewards trigger: international transfer

- 6.1 All details relating to the international transfer of a player within the scope of eleven-a-side football shall be entered in TMS as provided in Annexe 3 to the RSTP.
- 6.2 For the avoidance of doubt, any training reward payable pursuant to the RSTP shall not be included in the amount declared as transfer compensation.
- <u>6.3</u> TMS will identify international transfers that may trigger an entitlement to training rewards pursuant to the RSTP.

## Article 7: Training rewards trigger: national transfer involving transfer compensation

- 7.1 A national transfer shall be entered in the electronic domestic transfer system whenever a player is registered with a new club within the same member association.
- 7.2 Each member association shall ensure and verify, if required, the accuracy of the data declared and supporting documents submitted by its affiliated clubs in the electronic domestic transfer system.
- 7.3 The electronic domestic transfer system shall communicate information about the transfer and proof of (each) payment to FIFA through the FIFA Connect Interface within thirty (30) days of registration of the player or date of (each) payment.
- 7.4 TMS will identify, from the information communicated by the member association, national transfers for compensation that may trigger an entitlement to training rewards pursuant to the RSTP.

#### National transfer involving transfer compensation – manual declaration

- 7.5 Where the electronic domestic transfer system of a member association is unable to communicate the details of a national transfer involving transfer compensation to FIFA through the FIFA Connect Interface, the member association shall exceptionally manually declare the transfer in TMS within thirty (30) days, subject to the following conditions:
  - a) Member associations shall request the prior written approval of the FIFA general secretariat to make manual declarations in TMS.
  - b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period of time. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.



- 7.6 A member association shall provide the compulsory data, including the transfer agreement where applicable, when entering this manual declaration in TMS.
- <u>7.7</u> FIFA may request further documentation or information from the member association at any time.
- 7.8 TMS will identify, from the information declared by the member association, national transfers for compensation that may trigger an entitlement to training rewards pursuant to the RSTP.

#### National transfer involving transfer compensation - exception

- 7.9 A member association may apply to the FIFA general secretariat for an exception to paragraph 3 (or paragraph 5) of this article if, in the calendar year prior to its application, there were at least one hundred (100) national transfers involving transfer compensation. If approval is granted, the member association is only obliged to communicate information about a national transfer involving transfer compensation if: (i) the training club(s) of the relevant player is/are affiliated to another member association, or (ii) not all training clubs in the player's career have been identified. The following terms apply:
  - a) Member associations shall request the prior written approval of the FIFA general secretariat.
  - b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.
  - c) At the conclusion of this period, member associations shall submit a new application for the exception.
  - d) Member associations shall communicate details of the relevant national transfers within thirty (30) days, regardless of whether they believe training rewards are payable.
  - e) A member association that was granted an exception and fails to comply with this paragraph 9 shall be subject to disciplinary proceedings in accordance with article 17 paragraph 4.





#### Article 8: Electronic Player Passport (EPP)

- 8.1 When a training rewards trigger is identified as defined in these Regulations and in accordance with articles 20 and 21 of the RSTP, a provisional EPP for the relevant player will be generated by TMS.
- **8.2** The provisional EPP will be available for inspection in TMS by all member associations and clubs for ten (10) days after generation (inspection period).
- 8.3 During the inspection period:
  - a member association that is not listed in the provisional EPP and believes that one or more of its affiliated clubs should be included in the final EPP may request to be included in the EPP review process;
  - b) a club that is not listed in the provisional EPP and believes that it should be included in the final EPP may request its member association to be included in the EPP review process and to provide pertinent registration information. Member associations must act in good faith when responding to this request.
- 8.4 Upon completion of the inspection period, the FIFA general secretariat will assess the provisional EPP for accuracy and relevance. It may discard a provisional EPP in cases where, according to the registration information available in the provisional EPP, there is no indication that the player was registered with a different member association. Upon the substantiated request of an interested member association or club, and even after a provisional EPP has been discarded, the FIFA general secretariat may, at its discretion, reopen a provisional EPP at any time.

#### Article 9: EPP review process

- 9.1 Upon completion of the inspection period and after assessment by the FIFA general secretariat as per article 8, the FIFA general secretariat will open an EPP review process in TMS and invite the following parties to participate:
  - a) the member associations that have provided registration information relating to the player through the FIFA Connect interface;
  - b) their relevant affiliated club(s);
  - c) the new club and its member association;
  - d) any member association that has requested or been requested to be included (cf. article 8 paragraph 3) and their relevant affiliated club(s), at the discretion of the FIFA general secretariat; and
  - e) any other member association(s) deemed relevant by the FIFA general secretariat, at its discretion.



- <u>9.2</u> The EPP review process shall last ten (10) days. The FIFA general secretariat may, at its discretion, exceptionally extend its duration.
- <u>9.3</u> Member associations may review and/or request the amendment of any registration information.
- <u>9.4</u> Any request to amend registration information shall be submitted in TMS by the relevant member association. Such requests shall include, without limitation:
  - a) a document corroborating the registration of the player, issued by the member association;
  - b) a copy of any relevant International Transfer Certificate, if applicable; and
  - c) a copy of any relevant employment contract, if applicable.
- **9.5** Where a former club is required to have offered a contract to a player to retain its entitlement to training compensation in accordance with the RSTP, proof of that offer and its notification shall also be uploaded in TMS by the former club.
- 9.6 Where a former club did not offer a contract to a player and it believes that it is still entitled to training compensation, a request shall be submitted in TMS by the club or its member association, including written reasons for the request and supporting evidence.
- <u>9.7</u> Where a training club has waived its right to receive training rewards, proof of a valid waiver shall be uploaded in TMS by the new club.
- **9.8** A training club that believes that a waiver submitted by the new club in relation to the registration of the player at the training club is not valid may challenge the validity of the waiver by submitting a written notice in TMS.
- <u>9.9</u> The FIFA general secretariat may request any party involved in an EPP review process to provide further information at any time.
- <u>9.10</u> The FIFA general secretariat will notify all parties in TMS when the EPP review process has been completed.





#### Article 10: FIFA determination

- <u>10.1</u> After completion of the EPP review process, the FIFA general secretariat will evaluate any request to amend registration information.
  - a) Where a request is unclear or incomplete, the FIFA general secretariat may request the relevant party to provide further information within five (5) days.
  - b) Failure to comply with FIFA's request within the time limit shall result in the request being disregarded.
- **10.2** The FIFA general secretariat may request any party involved in an EPP review process, whether during or after the EPP review process, to provide its position as to the entitlement of a club to receive training rewards (e.g. with respect to the alleged registration of a player, the validity of a waiver or a contract offer).
- **10.3** Following the completion of its evaluation, the FIFA general secretariat will decide on the registration information to be incorporated and amended in the final EPP. In situations of legal or factual complexity, the following shall apply:
  - a) The FIFA general secretariat shall refer the matter to the Dispute Resolution Chamber in accordance with the Procedural Rules.
  - b) The complete file is transferred to the Dispute Resolution Chamber and the EPP review process is paused pending a decision.
  - c) The Dispute Resolution Chamber will decide on the final EPP in accordance with the Procedural Rules.
- <u>10.4</u> An Allocation Statement will be automatically calculated by TMS based on the final EPP, including the amount(s) to be distributed to training clubs.
- 10.5 The FIFA general secretariat will notify the final EPP and the Allocation Statement to all parties in the EPP review process.
  - a) This notification will include the decision of the Dispute Resolution Chamber and its grounds for cases covered under article 10 paragraph 3.
  - b) This notification shall be considered a final decision by the FIFA general secretariat for the purposes of article 57 paragraph 1 of the FIFA Statutes and may be appealed to the Court of Arbitration for Sport (CAS).
  - c) Failure to appeal by the time limit in the FIFA Statutes shall result in the EPP and the Allocation Statement becoming final and binding.
  - d) A valid and timely appeal to CAS shall suspend the legal effects of an EPP and of the corresponding Allocation Statement for the duration of the respective proceedings before CAS.



- a) The registration information contained in the first final EPP of a player is binding on any future final EPP of a player.
- b) Where the first final EPP of a player is created before the calendar year of the player's 23<sup>rd</sup> birthday, the addition of registration information by a member association for subsequent years will be only considered for future final EPP processes.
- c) Where a decision of the Dispute Resolution Chamber in relation to an EPP is made, the decision shall be binding on any future final EPP of a player as from the date on which the decision becomes final and binding.
- d) Where a future final and binding EPP of a player contains different registration information than that which is binding in accordance with paragraph (a), (b) or (c), the member association that failed to provide accurate registration information shall be sanctioned in accordance with article 17.

#### Article 11: Proof of payment of transfer compensation

- 11.1 For an international transfer involving transfer compensation, the new club shall upload proof of (each) payment in TMS within thirty (30) days of the date of the payment, as provided for in Annexe 3 to the RSTP.
- 11.2 For a national transfer involving transfer compensation, the new club shall upload proof of (each) payment in the electronic domestic transfer system within thirty (30) days of the date of the payment.
  - a) This information shall be validated by the relevant member association before being communicated to FIFA.
  - b) The electronic domestic transfer system shall communicate this data to FIFA through the FIFA Connect Interface.
- 11.3 For a national transfer involving transfer compensation that is manually declared in TMS in accordance with article 7 paragraph 5, the relevant member association shall upload proof of (each) payment in TMS within thirty (30) days of the date of the payment.
- **11.4** For the purposes of calculating the Allocation Statement, the amount declared in the proof of payment will be considered to reflect the respective transfer compensation (or instalment thereof), with 5% as solidarity contribution having been withheld by the club making the payment, in accordance with article 1 paragraph 1 of Annexe 5 to the RSTP.







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#### **Article 12: Allocation Statement**

- 12.1 Each Allocation Statement will be sent by TMS to the FIFA Clearing House immediately after it is generated and will contain all the information required to collect the relevant amount(s) and distribute payment(s) to the training club(s).
- **12.2** Relevant information on clubs and member associations available in TMS (including banking details) will be sent to the FIFA Clearing House for payment processing. If relevant information on the clubs and member associations is not included or is incomplete, the FIFA Clearing House will procure this information. If the missing information is essential for the identification of, and initial communication to, the club(s), the FIFA Clearing House will relevant clubs(s). Member associations shall, where necessary, provide further contact details, including, without limitation, a valid and operational email address of the club, within seven (7) days of the request by the FIFA Clearing House.
- **12.3** The Allocation Statement will be generated as follows:
  - a) training compensation: after the EPP is final (article 10);
  - b) solidarity mechanism: after the EPP is final (article 10) and after receipt of proof of (each) payment (article 11);
  - c) in cases where a decision of the Dispute Resolution Chamber is rendered pursuant to these Regulations (cf. article 10 paragraphs 3 a) and b) and/ or article 18 paragraph 2), after such decision becomes final and binding in accordance with the Procedural Rules.
- 12.4 In cases of solidarity mechanism where the training rewards are calculated in a different currency to the euro (EUR), United States dollar (USD) or British pound sterling (GBP), the FIFA general secretariat will convert the amount of training rewards payable to EUR. The exchange rate used will be the rate on the date when the corresponding payment of transfer compensation was made. There shall be no right to challenge the exchange rate applied.
- 12.5 The FIFA Clearing House may start the Compliance Assessment in accordance with article 15 before the deadline for appeal to CAS has expired.





#### Article 13: Payment by the new club to the FIFA Clearing House

- 13.1 Subject to the new club and training club(s) passing the Compliance Assessment and the relevant EPP and the Allocation Statement becoming final and binding, the FIFA Clearing House will issue a Payment Notification to the new club detailing the total amount due.
  - a) The Payment Notification shall be sent by the FIFA Clearing House via email or registered post to the address obtained in accordance with article 12 paragraph 2. Notification by these means shall be considered valid to establish time limits.
  - b) The new club is liable for any consequences in case of failure to maintain up-to-date addresses in TMS. Notification to an address registered in TMS shall, in any event, be considered valid to establish time limits.
- 13.2 Upon receipt of the payment notification, the new club shall pay the requested amount within thirty (30) days to the FIFA Clearing House.
- 13.3 The new club shall pay the requested amount, including any applicable bank fees. The FIFA Clearing House must receive the requested amount in full. The new club may not assign responsibility to pay the requested amount to any other party. The FIFA Clearing House will only accept payment of training rewards through a bank transfer from a bank account in the name of the club.
- 13.4 If a new club fails to pay the requested amount in full by the specified deadline, it shall be:
  - a) charged an administrative levy of 2.5% of the requested amount by the FIFA Clearing House, payable to each training club instead of interest for late payment; and
  - b) given a further seven (7) days to pay the requested amount in full by the FIFA Clearing House.
- **13.5** A new club that fails to pay the requested amount in full by the further deadline in accordance with paragraph 4 above shall be subject to disciplinary proceedings in accordance with article 17.





#### Article 14: Payment by the FIFA Clearing House to the training club(s)

- 14.1 Upon receipt of full payment from the new club, the FIFA Clearing House will generate a Distribution Statement based on the final and binding EPP and Allocation Statement, which shall include the purpose and source of each payment, to make payment(s) to the training club(s). Such Distribution Statement will be sent via email or registered post to each training club.
- 14.2 The FIFA Clearing House will make payment into the bank account (registered in the name of the training club) provided by each training club.





## COMPLIANCE ASSESSMENT





#### **Article 15: Compliance Assessment**

- **15.1** The FIFA Clearing House has a legal obligation to monitor its business relationships and the transactions carried out during the existence of those relationships.
- **15.2** The FIFA Clearing House will assess all parties that are involved in the payment of money to, or receipt of money from, the FIFA Clearing House, to ensure that they comply with national and international laws and regulations in relation to, without limitation:
  - a) international payment sanctions;
  - b) anti-money laundering;
  - c) anti-bribery and corruption; and
  - d) countering the financing of terrorism.
- **15.3** To perform the required Compliance Assessment, the FIFA Clearing House may request an individual, club, and/or member association to provide information regarding the following, as applicable and without limitation:
  - a) corporate structure;
  - b) organisational structure;
  - c) beneficial ownership;
  - d) source of funding;
  - e) source of wealth.
- **15.4** Individuals, clubs, and member associations shall actively cooperate with a request for information from the FIFA Clearing House. The degree of cooperation of an individual, club, or member association shall form part of the Compliance Assessment. Lack of cooperation by the parties may result in a failure to pass the Compliance Assessment.
- **15.5** All documents provided to and communications with the FIFA Clearing House shall be in English, Spanish or French. Documentation in any other language shall be translated into one of these three languages.
- **15.6** After receipt and analysis of the information requested from a party to carry out the Compliance Assessment, the FIFA Clearing House will make a first assessment and determination on whether a party passes or fails the Compliance Assessment (First Compliance Assessment).





- **15.7** Any determination of the FIFA Clearing House in relation to a Compliance Assessment shall be final and binding and shall not be subject to any appeal.
- **15.8** Any determination of the FIFA Clearing House in relation to the Compliance Assessment related to one transaction is without prejudice to Compliance Assessments carried out for a different transaction.

#### Article 16: Consequences of a Compliance Assessment failure

- **16.1** Where a party fails the First Compliance Assessment:
  - a) the FIFA Clearing House will notify the Non-Compliant Party of its failure to pass the Compliance Assessment;
  - b) the FIFA Clearing House will not process the transaction, or any payments related thereto;
  - c) the respective Compliance Assessment shall continue and the Non-Compliant Party shall remain obliged to pass the Compliance Assessment for the same transaction. The FIFA general secretariat will submit the transaction to the FIFA Clearing House to start this Second Compliance Assessment six (6) months after the date of notification in paragraph 1 a). The relevant Non-Compliant Party may request FIFA to initiate the Second Compliance Assessment earlier than the said six (6) months;
  - d) the Non-Compliant Party shall be subject to disciplinary proceedings in accordance with article 17; and
  - e) if the Non-Compliant Party is the subject of a new Compliance Assessment for a different transaction while already undergoing a Compliance Assessment, both processes will be conducted independently of each other.

Only in cases where a player's new club fails the First Compliance Assessment:

- f) As a transitory measure, if the First Compliance Assessment is completed by 31 December 2023, the training rewards as set out in the Allocation Statement shall be paid by the Non-Compliant Party directly to the bank account of each training club. The payment(s) shall be made within thirty (30) days of notification by the FIFA Clearing House of the failure to pass the First Compliance Assessment. Evidence of payment must be provided to the FIFA general secretariat.
- g) If payment(s) as per article 16 paragraph 1 f) have not yet been made at the point in time when a Non Compliant Party passes the Compliance Assessment, the transaction and payments must be processed via the FIFA Clearing House, in accordance with these Regulations.



<u>16.2</u> Where a party fails the Second Compliance Assessment, article 16 paragraph 1 a), b), d) and e) shall apply.

Only in cases where a player's new club fails the Second Compliance Assessment, the Non-Compliant Party shall remain obliged to pass a Compliance Assessment for the same transaction. At the request of the relevant Non Compliant Party or ex officio, the FIFA general secretariat may submit the transaction to the FIFA Clearing House to start this subsequent Compliance Assessment.

- 16.3 A Non-Compliant Party shall not be subject to disciplinary proceedings if the compliance failure is due to:
  - a) the Non-Compliant Party being domiciled in a country or territory that is the subject of international sanctions; or
  - b) extraordinary circumstances beyond the Non-Compliant Party's control brought to the attention of the FIFA Clearing House during the Compliance Assessment(s).









# SANCTIONS AND DISPUTES

#### **Article 17: Sanctions**

- 17.1 Individuals, clubs, and member associations shall cooperate with the FIFA general secretariat and with the FIFA Clearing House on any matter related to these Regulations. They shall provide truthful and accurate information in relation to the processes described within these Regulations. All parties shall comply with requests (whether from FIFA general secretariat or from the FIFA Clearing House) to provide any documents, information or any other material, of any nature, in its possession or which it is entitled to obtain. Whenever a party is subject to disciplinary sanctions, the level of cooperation with the FIFA general secretariat and the FIFA Clearing House shall be taken into account.
- 17.2 The FIFA general secretariat shall monitor compliance with these Regulations.
  - a) The FIFA general secretariat may refer cases of non-compliance with notices or requests for information or documentation, or any other case of non-compliance with these Regulations, to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.
  - b) The FIFA general secretariat may refer cases of unethical conduct in relation to these Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.
- **17.3** The sanction for a member association that fails to provide accurate registration information during an EPP review process or whose electronic player registration system and/or electronic domestic transfer system is not integrated with the FIFA Connect Interface shall be:
  - a) a fine; and
  - b) if accurate registration information is not provided due to the fault or negligence of a member association, or due to one or both systems not being integrated with the FIFA Connect Interface, and this results in its affiliated club being wrongly denied receipt of a training reward, an order to pay restitution to the affiliated club, in an amount equivalent to the training reward that should have been paid.

Article 17 paragraph 3 b) shall not apply if a member association can prove, to the comfortable satisfaction of the FIFA Disciplinary Committee, that it undertook its best efforts to provide accurate registration information and that despite such efforts, no accurate registration information could be provided.





- <u>17.4</u> The sanction for a member association that fails to automatically communicate or manually declare a training rewards trigger to FIFA shall be:
  - a) a fine; and
  - b) where, due to the failure, a club has not received training rewards that it would have ordinarily been entitled to receive, an order to pay restitution to the training club, in an amount equivalent to the training reward that should have been paid.
- 17.5 A club that fails to upload proof of payment in a timely manner, in cases of international transfers or domestic transfer declarations, shall be sanctioned in accordance with article 16 of Annexe 3 to the RSTP.
- 17.6 The sanction for a club that fails to pay the amount requested in accordance with article 13 or article 16 paragraph 1 f) shall be:
  - a) a fine; and
  - a ban on registering any new players, either nationally or internationally. The registration ban shall be lifted once the amount has been paid in full.
- 17.7 The sanction for a club or member association that fails a First Compliance Assessment shall be:
  - a) For a new club:
    - i. in any case, a levy of 2.5% of the calculated training rewards due, payable to the training club(s) through the FIFA Clearing House instead of interest for late payment; and
    - ii. a reprimand; and/or
    - iii. a fine.
  - b) For a training club:
    - i. a reprimand; and/or
    - ii. a fine.
- <u>17.8</u> The sanction for a club or member association that fails a Second Compliance Assessment shall be:
  - a) for a new club:
    - i. a fine; and
    - ii. a ban on registering any new players, either nationally or internationally. For the avoidance of doubt, the Compliance Assessment shall continue until the FIFA Clearing House determines that it has been successfully passed. The registration ban shall be lifted only after the FIFA Clearing House confirms that the club has passed a subsequent Compliance Assessment.



- b) for a training club or member association:
  - forfeiture of the training reward due to that party for the specific transaction. The Allocation Statement will be amended to direct the new club to pay the forfeited training rewards to the member association of the club through the FIFA Clearing House, to be used by the member association for development of football at national level; and
  - ii. any further sanction deemed proportionate, taking into account that the party has already forfeited its right to receive the relevant training reward.
- **17.9** For all other violations of these Regulations and/or for repeated violations of the provisions identified in paragraphs 3 to 9, the FIFA Disciplinary Committee or independent Ethics Committee (as the case may be) may determine the sanction at its discretion.

#### Article 18: Disputes

- 18.1 Any final decision, as identified in these Regulations, may be appealed to CAS in accordance with the FIFA Statutes, unless otherwise specified in these Regulations.
- 18.2 A club that:
  - a) did not take part in the relevant EPP review process; and
  - b) considers, as a result of a bridge transfer (cf. article 5bis of the RSTP), exchange of players or information declared by the new club or its member association (including the training category of the club), that:
    - i. it was incorrectly not entitled to any training rewards, or entitled to a lesser amount than should have been calculated; or
    - ii. an EPP review process should have taken place; and
  - c) considers that it is entitled to receive training rewards,

may lodge a claim against the relevant clubs in accordance with article 27 of the Procedural Rules. The Dispute Resolution Chamber shall decide such claims.

18.3 Any party that fails to provide accurate and up-to-date information as required under these Regulations may be subject to disciplinary proceedings pursuant to the FIFA Disciplinary Code.











#### Article 19: Applicability in time

These Regulations shall apply to all transactions in which the trigger for the entitlement of training rewards occurs as from the day on which these Regulations enter into force.

#### Article 20: Transitory provisions

Where the FIFA Clearing House is unable to operate for any reason related to its licensing obligations:

- a) articles 4 to 12 of these Regulations shall continue to apply;
- b) articles 13 to 16 of these Regulations shall be temporarily suspended until such time that the FIFA Clearing House is able to process transactions;
- c) the training reward(s) as set out in any Allocation Statement shall remain due; and
- d) the party obliged to pay training rewards shall make the payment, based on the final and binding EPP and Allocation Statement, directly into the bank account (registered in the name of the training club) provided by each training club. Payment shall be made within thirty (30) days of notification by the FIFA general secretariat (cf. article 10 paragraph 5). Failure to do so shall result in disciplinary sanctions as established in article 17 paragraph 6.

#### Article 21: References

- 21.1 Articles 10 and 11 of the Procedural Rules regarding communication and time limits shall apply to articles 9 and 10 of these Regulations.
- <u>21.2</u> The terms set out in the FIFA Statutes and the RSTP shall apply to these Regulations.

#### Article 22: Matters not provided for

- 22.1 Any matters not provided for in these Regulations shall be determined by the FIFA general secretariat.
- <u>22.2</u> Cases of force majeure shall be decided by the FIFA Council, whose decisions are final.





#### Article 23: Official languages

If there are any discrepancies in the interpretation of the texts of the various languages of these Regulations, the English text shall be authoritative.

#### Article 24: Inconsistency

- 24.1 If any part of these Regulations is inconsistent with the FIFA Statutes, the FIFA Statutes shall prevail to the extent of the inconsistency.
- <u>24.2</u> If any part of these Regulations is inconsistent with any other FIFA regulation:
  - a) if the inconsistency relates to the entitlement to receive training rewards, the RSTP shall prevail to the extent of the inconsistency;
  - b) in any other case, these Regulations shall prevail to the extent of the inconsistency.

#### Article 25: Operational management

The FIFA general secretariat is entrusted with the operational management of these Regulations and is therefore entitled to make decisions and adopt the detailed provisions necessary for their implementation.

#### Article 26: Enforcement

These Regulations were approved by the FIFA Council on 22 October 2022 and come into force on 16 November 2022.





# **FIFA** Football Agent Regulations

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#### Definitions

For the purpose of these regulations, the terms set out in the FIFA Statutes, the FIFA Regulations on the Status and Transfer of Players as well as the following definitions (initial capitals) shall apply:

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

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

**Client:** a member association, club, player, coach, or Single-Entity League that may engage a Football Agent to provide Football Agent Services.

**Connected Football Agent:** a Football Agent is connected to another Football Agent as a result of their: (i) being employed or contractually retained by the same Agency through which Football Agent Services are conducted; (ii) both being directors, shareholders in, or co-owners of the same Agency through which Football Agent Services are conducted; (iii) being married to one another, domestic partners, siblings of one another, or parent and child or stepchild; or (iv) them having made any contractual or other arrangements, whether formal or informal, to cooperate, on more than one occasion, in the provision of any services or to share the revenue or profits of any part of their Football Agent Services.

**Engaging Entity:** a club, member association or Single-Entity League that may engage a player or coach.

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

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

Individual: player or coach.

**Interest:** (i) any beneficial ownership of a legal person through which the relevant activities of those entities are conducted, except an ordinary and freely accessible non-transferrable personal membership entitling its owner to a single vote in club affairs; and/or (ii) being in a position that may enable the exercise of a material, financial, commercial, administrative, managerial or any other influence over the affairs of a natural or legal person whether directly or indirectly and whether formally or informally.





**Other Services:** any services performed by a Football Agent for or on behalf of a Client other than Football Agent Services, including but not limited to, providing legal advice, financial planning, scouting, consultancy, management of image rights and negotiating commercial contracts.

**Platform:** the digital platform operated by FIFA through which the licensing process, dispute resolution process, continuing professional development (CPD) and reporting shall occur.

**Regulations:** these Football Agent Regulations, as amended from time to time.

**Releasing Entity:** a club, member association or Single-Entity League that a player or coach is leaving to be employed and/or registered by an Engaging Entity.

**Remuneration:** gross financial compensation for employment set out in a negotiated employment contract, which includes base salary, any sign-on fee, and any amount payable if certain conditions are fulfilled (for example, a loyalty or performance bonus). For the avoidance of doubt, any future transfer compensation agreed to and any non-salary benefits, such as the provision of a vehicle, accommodation or telephony services, are not considered in the calculation of the gross financial compensation.

**Representation Agreement:** a written agreement for the purpose of establishing a legal relationship to provide Football Agent Services.

**RSTP:** the FIFA Regulations on the Status and Transfer of Players, as amended from time to time.

**RWWI:** the FIFA Regulations on Working with Intermediaries.

**Single-Entity League:** an entity affiliated to a member association that organises a league (or leagues) and represents the common interests of its clubs, for example, by acting as the employer of all club players.

**Specified Transaction:** a Transaction where all of the parties involved are defined and identified.

**Transaction:** (i) the employment, registration or deregistration of a player with a club or a Single-Entity League; (ii) the employment of a coach with a club, Single-Entity League or a member association; (iii) the transfer of the registration of a player from one club to another; (iv) the creation, termination or variation of an Individual's terms of employment.

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





# **GENERAL RULES**



#### **Article 1: Objectives**

- 1. FIFA has a statutory obligation to regulate all matters relating to the football transfer system. The core objectives of the football transfer system are to:
  - a) protect the contractual stability between professional players and clubs;
  - b) encourage the training of young players;
  - c) promote a spirit of solidarity between elite and grassroots football;
  - d) protect minors;
  - e) maintain competitive balance; and
  - f) ensure the regularity of sporting competitions.
- 2. Regulation of the occupation of Football Agent ensures that the conduct of a Football Agent is consistent with both the core objectives of the football transfer system and the following objectives:
  - Raising and setting minimum professional and ethical standards for the occupation of Football Agent;
  - b) Ensuring the quality of the service provided by Football Agents to Clients at fair and reasonable service fees that are uniformly applicable;
  - c) Limiting conflicts of interest to protect Clients from unethical conduct;
  - d) Improving financial and administrative transparency;
  - Protecting players who lack experience or information relating to the football transfer system;
  - f) Enhancing contractual stability between players, coaches and clubs; and
  - g) Preventing abusive, excessive and speculative practices.

#### Article 2: Scope

- <u>1.</u> These Regulations govern the occupation of Football Agents within the international transfer system and apply:
  - a) to all Representation Agreements with an international dimension; or
  - b) any conduct connected to an international transfer or international Transaction.
- <u>2.</u> A Representation Agreement will have an international dimension whenever:
  - a) it governs Football Agent Services related to a Specified Transaction in connection with an international transfer (or a move of a coach to a club affiliated to a different member association from that of their previous employer or to another member association than that of their previous employer); or
  - b) it governs Football Agent Services related to more than one Specified Transaction, one of which is connected to an international transfer (or a move of a coach to a club affiliated to a different member association from that of their previous employer or to another member association than that of their previous employer).



3. If the conduct is connected to a national transfer or national Transaction or a Representation Agreement governs Football Agent Services not related to Specified Transactions connected to an international transfer, the national football agent regulations of where the Client is registered or domiciled at the time the Representation Agreement is signed shall apply.

#### Article 3: National football agent regulations

- <u>1.</u> Member associations shall implement and enforce national football agent regulations by 30 September 2023.
- 2. The national football agent regulations govern the occupation of Football Agents within the territory under the jurisdiction of the relevant member associations and apply to all Representation Agreements that do not have an international dimension. The national football agent regulations must be consistent with these Regulations. In particular, they shall:
  - a) incorporate articles 11 to 21 of these Regulations by reference;
  - b) incorporate references to any mandatory element of national law;
  - c) provide jurisdiction to a national-level body for the determination of any disputes, as established in these Regulations; and
  - provide jurisdiction to a national-level body to take disciplinary measures, as established in these Regulations.
- 3. Member associations may introduce in their national football agent regulations stricter measures than those stipulated in articles 11 to 21 of these Regulations. They may also deviate from those provisions where they conflict with stricter mandatory provisions of the law applicable in the territory of the member association.
- <u>4.</u> Upon request, member associations must provide FIFA with a copy of their national football agent regulations for review.





# BECOMING A FOOTBALL AGENT





#### Article 4: General provisions

- 1. A natural person may become a Football Agent by:
  - a) submitting a complete licence application via the Platform;
  - b) complying with the eligibility requirements;
  - c) successfully passing the exam conducted by FIFA; and
  - d) paying an annual fee to FIFA.
- 2. By applying for a licence, an applicant agrees to abide by these Regulations and the FIFA Statutes, FIFA Code of Ethics, FIFA Disciplinary Code and RSTP, all of which are available on www.fifa.com.

#### Article 5: Eligibility requirements

- 1. An applicant must:
  - a) upon submitting their licence application (and subsequently thereafter, including after being granted a licence):
    - i. have made no false or misleading or incomplete statements in their application;
    - ii. never have been convicted of a criminal charge, including any related settlements, regarding matters related to: organised crime, drug trafficking, corruption, bribery, money laundering, tax evasion, fraud, match manipulation, misappropriation of funds, conversion, breach of fiduciary duty, forgery, legal malpractice, sexual abuse, violent crimes, harassment, exploitation or child or vulnerable young adult trafficking;
    - iii. never have been the subject of a suspension of two years or more, disqualification or striking off by any regulatory authority or sports governing body for failure to comply with rules relating to ethics and professional conduct;
    - iv. not be an official or employee of FIFA, a confederation, a member association, a league, a club, a body that represents the interests of clubs or leagues or any organisation connected directly or indirectly with such organisations and entities; the only exception is where an applicant has been appointed or elected to a body of FIFA, a confederation or a member association, representing the interests of Football Agents;
    - v. not hold, either personally or through their Agency, any Interest in a club, academy, league or Single-Entity League.
  - b) in the twenty-four months before the submission of a licence application, never have been found performing Football Agent Services without the required licence;
  - c) in the five years before the submission of a licence application (and subsequently thereafter, including after being granted a licence):



- never have declared or been declared personally bankrupt or been a majority shareholder, director or key office holder of a business that has declared bankruptcy, entered administration and/or undergone liquidation;
- d) in the 12 months before the submission of a licence application (and subsequently thereafter, including after being granted a licence)):
  - i. not have held any Interest in any entity, company or organisation that brokers, arranges or conducts sports betting activities whereby a wager is placed on the outcome of a sporting event in order to win money.
- 2. An applicant must satisfy the eligibility requirements:
  - a) at the time of their application, in order to take the exam; and
  - b) at all times after obtaining a licence, in accordance with article 17.
- <u>3.</u> The FIFA general secretariat is responsible for investigating compliance with the eligibility requirements.

#### Article 6: Exam procedure

- 1. If an applicant satisfies the eligibility requirements, FIFA will invite the applicant to sit the exam at the member association selected in their licence application.
- 2. The member association may charge the applicant an exam fee, exclusively to cover the reasonable costs of organising and holding the exam. Failure to pay the exam fee before the exam will disqualify the applicant from sitting the exam.
- <u>3.</u> The frequency and date of exams shall be determined by FIFA and communicated by circular.
- 4. The exam will be a multiple-choice test prepared by FIFA and will test knowledge of current football regulations, as established in the circular.

#### Article 7: Licence fee

- 1. If an applicant passes the exam, they shall pay the annual licence fee to FIFA.
- <u>2.</u> The requirements related to the annual licence fee will be communicated annually by circular.
- 3. The applicant must pay the annual fee within ninety days of passing the exam. Failure to do so will result in their application being automatically declared void.





#### Article 8: Issue of licence

- 1. A licence:
  - a) is issued to a natural person for an indefinite period, subject to article 17;
  - b) is strictly personal and non-transferable; and
  - c) authorises a Football Agent to conduct Football Agent Services on a worldwide basis.

#### Article 9: Continuing professional development

- <u>1.</u> To maintain their licence, a Football Agent shall comply with the CPD requirements on an annual basis.
- 2. The CPD requirements will be communicated annually by circular.

#### Article 10: Request for a suspension or termination of licence

- 1. A Football Agent may request a temporary suspension or permanent termination of their licence by submitting a substantiated request in the Platform.
- 2. To practise as a Football Agent in future, a person that has previously terminated their licence must complete the full licence application process as described in these Regulations.





# ACTING AS A FOOTBALL AGENT





#### Article 11: General provisions

- 1. Only a Football Agent may perform Football Agent Services.
- 2. A Football Agent must always satisfy the eligibility requirements in article 5 of these Regulations.
- 3. A Football Agent may conduct their business affairs through an Agency. Any employees or contractors hired by the Agency that are not Football Agents may not perform Football Agent Services or make any Approach to a potential Client to enter into a Representation Agreement. A Football Agent remains fully responsible for any conduct by their Agency, its employees, contractors or other representatives should they violate these Regulations.
- <u>4.</u> The following natural or legal persons may not have an Interest in any affairs of a Football Agent or their Agency:
  - a) Clients
  - Any person who is ineligible to become a Football Agent under article 5 of these Regulations
  - c) Any person or entity that owns or holds, whether directly or indirectly, any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the RSTP

#### Article 12: Representation

- 1. A Football Agent may only perform Football Agent Services for a Client after having entered into a written Representation Agreement with that Client.
- Only a Football Agent may Approach a potential Client or enter into a Representation Agreement with a Client for the provision of Football Agent Services.
- 3. A Representation Agreement concluded between an Individual and a Football Agent may not exceed two years. This term may be extended by a new Representation Agreement only. Any automatic renewal provision, or any other provision that purports to extend any term of the Representation Agreement beyond the maximum period, shall be null and void.
- 4. A Football Agent may only execute one Representation Agreement with the same Individual at any one time. Before entering into a Representation Agreement with an Individual, or before amending an existing Representation Agreement with an Individual, the Football Agent shall:
  - a) inform the Individual in writing that they should consider taking independent legal advice in relation to the Representation Agreement; and
  - b) obtain the Individual's written confirmation that they have either obtained or decided not to take such independent legal advice.



- 5. A Representation Agreement concluded between an Engaging Entity or Releasing Entity and a Football Agent is not subject to a maximum duration.
- 6. A Football Agent may execute multiple Representation Agreements with the same Engaging Entity or Releasing Entity at any one time, subject to those agreements relating to different Transactions.
- <u>Z.</u> A Representation Agreement is valid only if it contains the following minimum requirements:
  - a) The names of the parties
  - b) The duration (if applicable)
  - c) The amount of the service fee due to the Football Agent
  - d) The nature of the Football Agent Services to be provided
  - e) The parties' signatures
- A Football Agent may only perform Football Agent Services and Other Services for one party in a Transaction, subject to the sole exception in this article.
  - a) Permitted dual representation: a Football Agent may perform Football Agent Services and Other Services for an Individual and an Engaging Entity in the same Transaction, provided that prior explicit written consent is given by both Clients.
- 9. A Football Agent may, in particular, not perform Football Agent Services or Other Services in the same Transaction for:
  - a) a Releasing Entity and Individual; or
  - b) a Releasing Entity and Engaging Entity; or
  - c) all parties within the same Transaction.
- 10. A Football Agent and a Connected Football Agent may not perform Football Agent Services or Other Services for different Clients in the same Transaction, except in accordance with paragraph 8 of this article.
- 11. Any relevant transfer or employment agreement in a Transaction that is concluded following the provision of Football Agent Services shall specify the Football Agent's name, their Client, their FIFA licence number and their signature.
- 12. A Client may negotiate and conclude a Transaction without engaging a Football Agent. If this is the case, this shall be explicitly stated in the relevant transfer or employment agreement.





- **13.** Any clause in a Representation Agreement that:
  - a) limits an Individual's ability to autonomously negotiate and conclude an employment contract without the involvement of a Football Agent; and/ or
  - b) penalises an Individual if they autonomously negotiate and/or conclude an employment contract without the involvement of a Football Agent,

will be null and void.

- 14. A Representation Agreement may be terminated at any time by either party if there is just cause to do so. A party revoking or terminating a Representation Agreement without just cause must compensate the other party for any resulting damage. There is just cause to terminate a Representation Agreement when a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term. This includes, but is not limited to, the following situations:
  - a) the withdrawal or suspension of a Football Agent licence;
  - b) a ban on taking part in any football-related activity;
  - c) a ban on registering new players, either nationally or internationally, for at least one entire registration period.

#### Article 13: Representation of minors

- 1. An Approach (and/or any subsequent execution of a Representation Agreement) to a minor or their legal guardian in relation to any Football Agent Services may only be made no more than six months before the minor reaches the age where they may sign their first professional contract in accordance with the law applicable in the country or territory where the minor will be employed. This Approach may only be made once prior written consent has been obtained from the minor's legal guardian.
- 2. A Football Agent that wishes to represent a minor or represent a club in a Transaction involving a minor shall first successfully complete the designated CPD course on minors and comply with any requirement to represent a minor established by the law applicable in the country or territory of the member association where the minor will be employed.
- <u>3.</u> A Representation Agreement between a Football Agent and a minor shall only be enforceable where:
  - a) the Representation Agreement meets the minimum requirements provided in article 12 paragraph 7;
  - b) the Football Agent has complied with paragraphs 1 and 2 of this article; and
  - c) the Representation Agreement is signed by the minor and their legal guardian as provided by the law applicable in the country or territory of the member association where the minor will be employed.



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

#### Article 14: Service fee – general principles

- <u>1.</u> A Football Agent may charge a service fee to a Client as agreed in a Representation Agreement.
- 2. Payment of the service fee due under a Representation Agreement shall be made exclusively by the Client of the Football Agent. A Client may not contract with or authorise any third party to make such payment.
- 3. The only exception to the principle in paragraph 2 of this article is when a Football Agent is representing an Individual and their negotiated annual Remuneration is less than USD 200,000 (or equivalent), not counting any conditional payments. In such cases, an Engaging Entity may agree with an Individual to pay the service fee for that Transaction to their Football Agent in accordance with the Representation Agreement. All of the following conditions must apply:
  - a) The service fee payment made by the Engaging Entity on behalf of the Individual shall not affect the fiduciary duty of the Football Agent to the Individual. It must also not create any dependency or subordination of the Football Agent towards the Engaging Entity.
  - b) The service fee payment made by the Engaging Entity on behalf of the Individual must be no higher than the agreed service fee in the Representation Agreement between the Individual and Football Agent.
  - c) The Engaging Entity may not deduct any service fee payment made pursuant to paragraph 3 of this article from the Individual's Remuneration.
- <u>4.</u> The service fee due to a Football Agent shall be paid on an invoice basis.
- 5. A Football Agent is entitled to receive a service fee only if the fee corresponds to the services stipulated in advance in a Representation Agreement, and the Representation Agreement is in force at the time at which the relevant Football Agent Services are performed.
  - a) Where an employment contract has a duration longer than the associated Representation Agreement, a Football Agent may receive a service fee after expiry of the Representation Agreement as long as the Individual's negotiated employment contract is still in effect, and provided that this is expressly agreed with the Client in the Representation Agreement.
- 6. Payment of any service fee shall be made after the closure of the relevant registration period and in instalments every three months for the duration of the negotiated employment contract.





- <u>7.</u> Only the Remuneration actually received by an Individual shall be subject to the payment of a service fee, calculated on a pro-rata basis.
- 8. Where a negotiated employment contract is less than six months in duration, payment shall be made in a single instalment at the expiry of the negotiated employment contract.
- **9.** A Football Agent may not receive a service fee when engaged to perform Football Agent Services relating to a minor unless the relevant player is signing their first or subsequent professional contract in accordance with the law applicable in the country or territory of the member association where the minor will be employed.
- 10. Where a Football Agent acts on behalf of an Engaging Entity and an Individual in the same Transaction under article 12 paragraph 8 a) of these Regulations (permitted dual representation), the Engaging Entity may pay up to 50% of the total service fee due.
- 11. A Releasing Entity shall pay a service fee to a Football Agent following receipt of each instalment of the transfer compensation due to the Releasing Entity. The Releasing Entity shall duly inform the Football Agent of any such instalments received.
- 12. A Football Agent is not entitled to receive any service fee not yet due deriving from a negotiated employment contract where:
  - a) the Individual transfers to another Engaging Entity before the negotiated employment contract expires; or
  - b) the negotiated employment contract is prematurely terminated by the Individual without just cause and the Football Agent still represents the Individual at the time of that termination.
- 13. All service fee payments to Football Agents shall be made through the FIFA Clearing House in accordance with the FIFA Clearing House Regulations.
  - a) If the FIFA Clearing House Regulations do not regulate service fee payments to Football Agents when these Regulations enter into force, payment shall be made directly to the Football Agent until such time that the FIFA Clearing House Regulations regulate service fee payments.





#### Article 15: Service fee cap

- 1. The service fee payable to a Football Agent for the performance of Football Agent Services shall be calculated as follows:
  - a) <u>When representing an Individual or Engaging Entity</u>: based on the Individual's Remuneration
  - b) <u>When representing a Releasing Entity</u>: based on the transfer compensation for the relevant Transaction
- 2. The maximum service fee payable for the provision of Football Agent Services in a Transaction, regardless of the number of Football Agents providing Football Agent Services to a particular Client, is:

Client	Service fee cap	
	Individual's annual Remuneration less than or equal to USD 200,000 (or equivalent)	Individual's annual Remuneration above USD 200,000 (or equivalent)
Individual	5% of the Individual's Remuneration	3% of the Individual's Remuneration
Engaging Entity	5% of the Individual's Remuneration	3% of the Individual's Remuneration
Engaging Entity and Individual (permitted dual representation)	10% of the Individual's Remuneration	6% of the Individual's Remuneration
Releasing Entity (transfer compensation)	10% of the transfer compensation	

For the avoidance of doubt, the following shall apply:

- a) The calculation to determine the relevant service fee cap of the Individual's Remuneration may not take into account any conditional payments.
- b) If an Individual's Remuneration is above USD 200,000 (or equivalent), the annual excess above that amount shall be subject to a service fee cap of 3% if the Football Agent is representing an Individual or an Engaging Entity or 6% if they are representing both an Engaging Entity and an Individual (permitted dual representation).







- c) The calculation of the transfer compensation may not include:
  - i. any amount paid as compensation for breach of contract pursuant to article 17 or Annexe 2 of the RSTP; and/or
  - ii. any sell-on fee.
- 3. Where a Football Agent or a Connected Football Agent, in the 24 months prior to or following a Transaction, performs Other Services for a Client involved in that Transaction, it shall be presumed that the Other Services formed part of the Football Agent Services performed in that Transaction, unless proven to the contrary.
- 4. Where a Football Agent and/or Client fails to rebut the presumption in paragraph 3 of this article, the fees paid for the Other Services shall be deemed to be part of the service fee paid for the Football Agent Services performed in that Transaction.

#### Article 16: Rights and obligations

- 1. A Football Agent may:
  - a) provide Football Agent Services to any Client that executes a written Representation Agreement that contains the minimum terms described in article 12 of these Regulations;
  - b) not Approach a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement;
  - c) not enter into a Representation Agreement with a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement.

#### 2. A Football Agent shall:

- a) always act in the best interests of their Client(s);
- b) respect and adhere to the Statutes, regulations, directives and decisions of the competent bodies of FIFA, the confederations and member associations;
- c) avoid conflicts of interest while providing their Football Agent Services;
- d) ensure that their name, licence number, signature and the name of their Client appear in any contracts resulting from the provision of their Football Agent Services;
- always meet the eligibility requirements while licensed, as described in articles 5 and 17 of these Regulations;
- f) pay an annual licence fee to FIFA within the deadline stipulated on the Platform, as described in articles 7 and 17 of these Regulations;



- comply with the CPD requirements, as described in articles 9 and 17 of these Regulations;
- h) comply with the ongoing disclosure and reporting requirements, as described under j) below and in paragraph 4 of this article;
- i) immediately report any breaches of these Regulations, or FIFA, confederation or member association rules, regulations or codes of conduct to the relevant authority or body;
- j) upload to the Platform:
  - i. within 14 days of execution, amendment or termination of a Representation Agreement: the relevant Representation Agreement and the information requested on the Platform;
  - iii. within 14 days of execution: any agreement with a Client other than a Representation Agreement, including but not limited to agreements relating to Other Services and the information requested on the Platform;
  - iii. within 14 days of payment of a service fee: the information requested on the Platform;
  - iv. within 14 days of payment of a fee related to any agreement entered into with a Client other than a Representation Agreement: the information requested on the Platform;
  - v. within 14 days of occurrence: any contractual or other arrangement between Football Agents to cooperate in the provision of any services or to share the revenue or profits of any part of their Football Agent Services;
  - vi. within 14 days of occurrence: any information that may impact the obligation to meet the eligibility requirements; and
  - vii. within 14 days of occurrence: any settlement agreement entered into with a Client or another Football Agent.
- k) if they conduct their business affairs through an Agency, upload to the Platform:
  - i. within 14 days of the first Transaction involving the Agency: its ownership structure, the identity of the shareholders, the percentage owned in its share capital and/or identity of its beneficial owners;
  - ii. within 14 days of the first Transaction involving the Agency: the number of Football Agents that use the same Agency to conduct their business affairs and the name of all its employees; and
  - iii. within 30 days of occurrence: any changes to any of the information previously provided in relation to the Agency.





- <u>3.</u> A Football Agent may not engage, or attempt to engage, in the following conduct:
  - a) Approach, enter into negotiations, take any steps, solicit or in any way facilitate discussions between parties with a view to a Transaction (including the making of statements to the media), regarding any Individual with the aim of inducing them to prematurely terminate their employment contract without just cause or violate any obligations in their employment contract.
  - b) Offer or pay any undue personal, pecuniary or other advantage, either directly or indirectly, to:
    - i. any official or employee of a member association, club or Single Entity League in connection with Football Agent Services; or
    - ii. an Individual (or any family member or legal guardian or friend of that Individual) in relation to a Representation Agreement with that Football Agent.
  - c) Conceal material facts from a Client, including without limitation:
    - i. failing to declare a conflict of interest (even if such conflict would otherwise be permitted in accordance with these Regulations); or
    - ii. failing to report a written offer (by any means of communication) made to a Client.
  - d) Circumvent the cap established by these Regulations, either directly or indirectly, by, for example and without limitation, intentionally increasing the service fee charged or that otherwise would have been charged to the Client for Other Services.
  - e) Accept payment of any transfer compensation or training reward that is payable in connection with a player's transfer between clubs. This includes, without limitation, any rights as described in article 18ter of the RSTP.
  - f) Be involved, directly or indirectly, in a bridge transfer as defined in the RSTP or own or hold any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the RSTP.
  - g) Violate these Regulations in any other way.
- 4. With regard to disclosure and reporting, a Football Agent shall:
  - a) immediately inform a Client of any written offer (by any means of communication) they have received in relation to their Client;
  - b) provide to a Client, on request, a copy of the relevant Representation Agreement or any other written agreements in relation to Other Services, a copy of the employment contract or any other written documents obtained in relation to the Football Agent Services, a schedule detailing payments of any kind whatsoever made to the Football Agent in relation to a Transaction in which they were involved; and



c) upon request, cooperate with the relevant body of each member association, confederation and/or FIFA with respect to any request for any type of information in any form.

#### Article 17: Compliance with ongoing licensing requirements

- 1. If a Football Agent fails to:
  - a) meet the eligibility requirements at any time;
  - b) pay the annual licence fee to FIFA within the deadline stipulated on the Platform;
  - c) comply with the CPD requirements in a calendar year; or
  - d) comply with their reporting obligations;

their licence shall automatically be provisionally suspended.

- 2. The FIFA general secretariat is responsible for investigating compliance with the requirements in paragraph 1 of this article.
- 3. If paragraph 1 a) of this article applies:
  - a) the FIFA general secretariat will notify the Football Agent that it believes there are grounds to consider that they do not meet the eligibility requirements, and of the automatic provisional suspension; and
  - b) the matter will be referred to the FIFA Disciplinary Committee for its decision.
- <u>4.</u> If one or more of the circumstances described in paragraphs 1(b), (c) or (d) of this article apply:
  - a) the FIFA general secretariat will notify the Football Agent of their non compliance and of the automatic provisional suspension; and
  - b) if the Football Agent fails to rectify their non-compliance within sixty days of their licence being automatically provisionally suspended, their licence shall be withdrawn.





## RIGHTS AND OBLIGATIONS OF CLIENTS





#### **Article 18: Engagement of Football Agents**

#### 1. Clients:

- a) may engage a Football Agent to perform Football Agent Services, provided that they do not choose to undertake such activities themselves;
- b) shall pay the service fee agreed with a Football Agent in a timely manner established by these Regulations and in accordance with the respective Representation Agreement, employment contract agreement (as applicable);
- c) shall satisfy themselves that a Football Agent is appropriately licensed by FIFA prior to signing the relevant Representation Agreement;
- shall cooperate with the relevant body of each member association, confederation and/or FIFA with respect to any request in relation to a Football Agent made by those bodies;
- e) may request from the Football Agent a schedule detailing all payments of any kind whatsoever (including all remuneration, fees and expenses) made by and/or regarding that Client;
- f) (for clubs) shall upload to the FIFA Transfer Matching System (TMS) within 14 days of occurrence:
  - i. the information requested in TMS on completion of each Transaction that is an international transfer in which the club is involved;
  - ii. any amendment to, or termination of, a relevant Representation Agreement;
  - iii. any agreement with a Football Agent other than a Representation Agreement, including but not limited to Other Services, and the information requested in TMS;
  - iv. the information requested in TMS following the payment of a fee related to any agreement entered into with a Football Agent other than a Representation Agreement; and
- g) shall immediately report any breaches of these Regulations to FIFA, the confederations or member associations.



- <u>2.</u> Clients (and their officials, when applicable) may not engage, or attempt to engage, in the following conduct:
  - a) Engage or appoint an unlicensed person to perform Football Agent Services;
  - b) Accept or request any undue personal, pecuniary or other advantage from a Football Agent;
  - c) Give, offer or seek to offer consideration or a promise of any kind, either directly or indirectly, to a Football Agent (or to any family member of, or other person connected with, that Football Agent), other than the service fee agreed;
  - d) For member associations, clubs and Single-Entity Leagues, interfere in, or influence, the freedom of an Individual to select a Football Agent;
  - e) Participate, or assist, directly or indirectly, in any circumvention of the service fee cap established by these Regulations;
  - f) Have an Interest in an Agency or the affairs of a Football Agent, in accordance with article 11 paragraph 4 of these Regulations;
  - g) For member associations, clubs and single-entity leagues, either directly or indirectly, induce or coerce an Individual to breach the terms of their Representation Agreement with their Football Agent;
  - h) Fail to immediately report any breach of these Regulations to FIFA;
  - i) Permit a Football Agent or their Agency to have an Interest in them; or
  - j) Any other breach of these Regulations.



## DISCLOSURE AND PUBLICATION





#### Article 19: Disclosure and publication

- 1. FIFA shall make available:
  - a) the names and details of all Football Agents;
  - b) the Clients that Football Agents represent, the exclusivity or non exclusivity of their representation and the expiry date of the Representation Agreement;
  - c) the Football Agent Services provided to each Client;
  - d) any sanctions imposed on Football Agents and Clients; and
  - e) details of all Transactions involving Football Agents, including the service fee amounts paid to Football Agents.











#### **Article 20: Jurisdiction**

- 1. Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, the Agents Chamber of the Football Tribunal has jurisdiction to determine disputes:
  - a) arising out of, or in connection with, a Representation Agreement with an international dimension (see art. 2 par. 2 of these Regulations);
  - b) where a claim is lodged in accordance with the Procedural Rules Governing the Football Tribunal; and
  - c) where no more than two years have elapsed from the event giving rise to the dispute; the application of this time limit shall be examined *ex officio* in each case.
- 2. The detailed procedures for the resolution of disputes are set out in the Procedural Rules Governing the Football Tribunal.
- 3. Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, for disputes arising out of, or in connection with, a Representation Agreement without an international dimension, the decision-making body identified in the national football agent regulations of the relevant member association has jurisdiction to determine such disputes (cf. art. 2 par. 3).







# VI.



#### Article 21: Competence and enforcement

- 1. The FIFA Disciplinary Committee and, where relevant, the independent Ethics Committee are competent to impose sanctions on any Football Agent or Client that violates these Regulations, the FIFA Statutes or any other FIFA regulations, in accordance with these Regulations, the FIFA Disciplinary Code and the FIFA Code of Ethics. FIFA has jurisdiction regarding:
  - a) any conduct connected to a Representation Agreement with an international dimension (cf. article 2 par. 2); or
  - b) any conduct connected to an international transfer or international Transaction.
- 2. The relevant member association is responsible for imposing sanctions on any Football Agent or Client that violates their national football agent regulations. The relevant member association has jurisdiction regarding:
  - a) any conduct connected to a Representation Agreement without an international dimension (cf. article 2 par. 3); or
  - b) any conduct connected to a national transfer or national Transaction.
- <u>3.</u> The FIFA general secretariat shall monitor compliance with these Regulations. In particular:
  - a) Any party that receives a notice requesting information shall cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the party but which the party is entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, a document (or an excerpt) shall be provided in English, French or Spanish.
  - b) Electronic notifications through the Platform or TMS or sent by email to the address provided on the Platform or TMS by the parties are considered valid means of communication and will be deemed sufficient to establish time limits.
  - c) Following an investigation, the FIFA general secretariat may refer cases of non-compliance with these Regulations to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.
  - d) Following an investigation, the FIFA general secretariat may refer cases of ethical misconduct in relation to these Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.



## FINAL PROVISIONS

## 



#### Article 22: Transitory provisions

- 1. Representation Agreements that expire on or after 1 October 2023 in force at the time at which these Regulations are approved, notwithstanding those that do not meet the minimum requirements provided in article 12 paragraph 7, shall remain valid (but not be extended) until they expire.
- 2. Any new Representation Agreements or renewals of existing Representation Agreements concluded after the approval of these Regulations shall be in compliance with these Regulations as from 1 October 2023.
- 3. A person that has executed any such Representation Agreement shall obtain a licence pursuant to these Regulations to continue providing Football Agent Services as from 1 October 2023.

#### Article 23: Agents formerly licensed pursuant to the FIFA Players' Agent Regulations

- 1. A person formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 editions) is exempt from the requirement to pass the exam established by these Regulations, provided that:
  - a) they submit an application for a licence pursuant to these Regulations up to and including 30 September 2023;
  - b) they provide proof that they were licensed as an agent pursuant to the FIFA Players' Agent Regulations (1991, 1995, 2001 or 2008 editions);
  - upon application, they comply with the eligibility requirements under article 5 of these Regulations;
  - d) as part of their application, they provide proof that they were registered as an intermediary, or were the owner, director, or employee of a legal person registered as an intermediary at a member association between 1 April 2015 and the date of the approval of these Regulations, pursuant to the RWWI or equivalent national regulations; and
  - e) after being confirmed as exempt from the exam by the FIFA general secretariat, they comply with article 7 of these Regulations.
- 2. If a former licensed agent meets the relevant conditions, they shall be issued a licence in accordance with article 8 of these Regulations. They shall subsequently be subject to the ongoing licensing requirements set out by these Regulations, with the exception that they shall be required to earn a certain number of credits per CPD calendar year for five years, as set out in the annual circular.
- <u>3.</u> The FIFA general secretariat is responsible for investigating compliance with paragraph 1 of this article.



#### Article 24: Recognition of national law licensing systems

- 1. A licensing system for sports agents established pursuant to national law, which permits a person to perform equivalent services to Football Agent Services in a country or territory, may be recognised by FIFA, where it establishes:
  - a) eligibility requirements for all applicants and licensees; and
  - b) a requirement for applicants to successfully pass an exam that includes questions related to football regulations or other substantial educational requirements.
- 2. An application for FIFA to recognise a licensing system for sports agents established pursuant to national law must be sent to the FIFA general secretariat through the Platform by the relevant member association of the country or territory where such system is applicable.
- 3. A person licensed to perform equivalent services to Football Agent Services in a certain country or territory in accordance with paragraph 1 of this article is exempt from the requirement to pass the exam established by these Regulations, provided that:
  - a) the member association of the country or territory where such national licensing system applies has been recognised by FIFA in accordance with paragraph 2 of this article;
  - b) such person provides proof that they were licensed to perform services equivalent to Football Agent Services in the relevant country or territory, in accordance with paragraph 1 of this article before the entry into force of these Regulations (see art. 28 par. 1 a) of these Regulations);
  - c) upon application, they comply with the eligibility requirements under article 5 of these Regulations; and
  - d) they comply with article 7 of these Regulations.
- 4. If an applicant pursuant to paragraph 3 of this article meets the relevant conditions, they shall be issued a licence in accordance with article 8 of these Regulations. They shall subsequently be subject to the ongoing licensing requirements set out by these Regulations, with the exception that they shall be required to earn a certain number of credits per CPD calendar year for five years, as set out in the annual circular.
- 5. The FIFA general secretariat is responsible for deciding any application made pursuant to this article.





#### Article 25: Football Agent Working Group

- <u>1.</u> FIFA will establish a Football Agent Working Group composed of representatives of professional football stakeholders and agent organisations.
- 2. The Football Agent Working Group will act as a permanent consultative body in relation to any Football Agent-related matters.

#### Article 26: Matters not provided for

- 1. Any matters not provided for in these Regulations shall be determined by the FIFA general secretariat.
- 2. Cases of force majeure affecting these Regulations shall be decided by the FIFA Council, the decisions of which are final.

#### Article 27: Official languages

1. If there are any discrepancies in the interpretation of the texts in the various languages in which these Regulations are published, the English text shall be authoritative.

#### Article 28: Enforcement

- 1. These Regulations were approved by the FIFA Council on 16 December 2022 and enter into force as follows:
  - a) On 9 January 2023: articles 1 to 10 and articles 22 to 27, which generally relate to the processes for obtaining a licence
  - b) On 1 October 2023: the remaining articles, which generally relate to acting as a Football Agent and the obligations of Football Agents and Clients

For the avoidance of doubt, the obligation of Clients to only utilise Football Agents to perform Football Agent Services in relation to a Transaction (see art. 11 of these Regulations) commences for all Transactions as from 1 October 2023.





2. The RWWI are hereby revoked as from 1 October 2023.

Zurich, 16 December 2022

For the FIFA Council:

President:

Gianni Infantino

Secretary General:

Fatma Samoura





## REGULATIONS

Governing International Matches

#### Article

Definitions

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Appendices



#### DEFINITIONS

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

- 1. Club Team: a team representing a club that is affiliated directly or indirectly to a Member.
- 2. Confederation: a group of associations recognised by FIFA that belong to the same continent or assimilable geographic region.
- 3. Domestic Team: a team containing players registered with different Club Teams affiliated to the same Member (e.g. representing a Member's league or regional association).
- 4. International Match: a match between two teams belonging to different Members or a match involving a Scratch Team. For the purpose of authorisation, any match or competition played between two teams belonging to the same Member but in a Third Country shall be recognised as an International Match or competition.
- 5. International "A" Match: a match for which both Members field their first Representative Team ("A" Representative Team).
- 6. Member: an association that has been admitted into membership of FIFA by the FIFA Congress.
- 7. Representative Team: a team representing a Member.
- 8. Scratch Team: a team brought together on a one-off basis, containing active players registered with clubs playing in the highest division of a Member that are not affiliated to the same Member.
- 9. Third Country: the territory of a Member upon which a match or competition is to be played and to which none of the teams participating in the match or competition is affiliated.

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





Based on articles 77, 82, 83 and 84 of the FIFA Statutes of 31 July 2013, the FIFA Executive Committee has issued the following regulations.

## 1 Object

These regulations set forth the authorisations, notifications and other requirements for organising matches and/or competitions between teams belonging to different Members, or between teams belonging to the same Member but playing in a Third Country, or involving players or teams that are not affiliated to Members or provisional members of the Confederations as set forth in art. 83 par. 1 of the FIFA Statutes of 31 July 2013.

## 2 Scope

#### 1.

These regulations apply to all International Matches and competitions except those included in competitions organised by FIFA or one or more of the Confederations, or matches and competitions falling under article 84 of the FIFA Statutes of 31 July 2013.

#### 2.

These regulations apply equally to association football, futsal and beach soccer.

#### 3.

International Matches or competitions authorised by the FIFA Executive Committee on an exceptional basis shall not be subject to these regulations.

## **3** Purpose

The purpose of these regulations is to protect the integrity of the game by creating a framework that allows the Members, Confederations and FIFA to oversee International Matches and competitions. The oversight of International Matches and competitions shall allow the Members, Confederations and FIFA to promote integrity, ethics and fair play with a view to preventing all methods or practices which might jeopardise the integrity of matches, competitions, players, officials and Members, or give rise to abuse of the game.





## **4** Duties of Members

#### 1.

Members shall draw up their own regulations governing the procedures for the authorisation and notification of International Matches, which must comply fully with these regulations as well as those of the Confederation(s) concerned.

#### 2.

Members must ensure that their own Members respect these regulations, those of the Confederation(s) concerned as well as their own regulations.

#### 3.

Members, to which a Representative Team, Club Team or Domestic Team participating in an International Match or competition belongs, shall be responsible for obtaining authorisation from their Confederation as set forth herein.

#### 4.

The Member on whose territory an International Match or competition will be played shall be responsible for ensuring compliance with the applicable regulations. It shall be responsible for obtaining final authorisation from FIFA and/or the Confederation to which it is affiliated, as required.

#### 5.

A Member shall inform the relevant Members, the Confederation(s) and FIFA about any match that was arranged and played on its territory and for which authorisation was either not sought or not given.

#### 6.

Members must reply to any written request in relation to an authorisation request from another Member, a Confederation or FIFA within seven days of its receipt.

#### 7.

If for any reason the referees appointed for an International Match are changed, the participating teams must be informed and the reasons shall be documented accordingly in a report signed by an authorised Member association official and sent to the Members concerned, the Confederation(s) concerned and/or FIFA.





Anyone submitting applications for authorisation and subsequent documents must ensure and confirm the accuracy and authenticity of the information contained therein.

#### 9.

The Member on whose territory an International "A" Match is played shall be responsible for collecting all applicable levies and preparing the required statement of account for the international match and submitting the latter as well as forwarding the appropriate amounts to FIFA and/or the Confederation(s) concerned.

### Name of International Matches or competitions

#### 1.

The name used for International Matches and competitions may not refer to the existing official names of any competitions of FIFA, the Confederations or Members.

#### 2.

FIFA and the Confederations reserve the right to approve all competition names.



#### 1.

International Matches may only be authorised by FIFA, a Confederation or a Member in accordance with these regulations.

#### 2.

All International Matches must be authorised by the Members to which the participating teams belong and by the Member on whose territory the match is to be played. Matches involving a Scratch Team must be authorised by the Members with which the players are registered.





Every team participating in an International Match shall be responsible for requesting the authorisation of the Member to which they belong. The Member, in turn, shall be responsible for requesting the authorisation from the Confederation to which it is affiliated. The Member(s) to which the participating teams belong shall provide these authorisations to the host Member in order that the final request for authorisation can be completed in accordance with the timeframes stipulated in these regulations.

#### 4.

FIFA and the Confederation(s) may reject applications not complying with these regulations.

#### 5.

FIFA's authorisation or FIFA's refusal of authorisation is given by the FIFA general secretariat, whose decision shall be final and binding.

#### 6.

An authorisation does not entail liability on the part of FIFA, the Confederation(s) or any Member in the event that any legal claims subsequently arise.

#### 7.

The FIFA general secretariat, in principle, or the FIFA Executive Committee, in exceptional circumstances, shall be responsible for FIFA's authorisation or FIFA's refusal of authorisation for matches and/or competitions involving players or teams that are not affiliated to Members or provisional members of the Confederations as set forth in art. 83 par. 1 of the FIFA Statutes of 31 July 2013.

## **7** Tier 1 International Matches

#### 1.

For the purpose of these regulations, a tier 1 International Match shall mean any International Match in which both of the teams participating are the "A" Representative Teams of the Members concerned, or an International Match involving a Scratch Team.

#### 2.

All tier 1 International Matches must be authorised by FIFA and the Confederation(s) and Members concerned. A summary of the authorisations required for tier 1 International Matches is set forth in Appendix A.



TABLE OF CONTENTS REGULATIONS GOVERNING INTERNATIONAL MATCHES

A competition that contains at least one tier 1 International Match shall be classified as a tier 1 competition.

### 8 Tier 2 International Matches

#### 1.

For the purpose of these regulations, a tier 2 International Match shall mean any International Match involving one "A" Representative Team, any other Representative Team, a Domestic Team or the first team of a Club Team that participates in the highest division of a Member.

#### 2.

All tier 2 International Matches must be authorised by the Confederation(s) and the Members concerned. A summary of the authorisations required for tier 2 International Matches is set forth in Appendix B.

#### 3.

A competition that does not involve any tier 1 International Matches and involves at least one tier 2 International Match shall be classified as a tier 2 competition.

## 9 Tier 3 International Matches

#### 1.

For the purpose of these regulations, a tier 3 International Match shall mean all International Matches that are not tier 1 or tier 2 International Matches.

#### 2.

The regulation of tier 3 International Matches shall be determined by each Confederation.

#### 3.

A competition involving International Matches that are neither tier 1 nor tier 2 shall be classified as a tier 3 competition.





## **10** Authorisation procedure for tier 1 International Matches and competitions

#### 1.

#### **Procedure for International "A" Matches:**

Members whose "A" Representative Team will participate in an International "A" Match, as well as a Member on whose territory an International "A" Match is planned, shall request the authorisation of the Confederation to which they are affiliated at least 21 days before the earliest of the proposed dates for such match. When received, the Member(s) shall pass the relevant authorisations to the Member on whose territory the International "A" Match is planned. The Member on whose territory the International "A" Match is planned shall submit a final authorisation request containing all required Member and Confederation authorisations to FIFA at least 14 days before the earliest of the proposed dates for such match. All requests for authorisation to host or participate in an International "A" Match shall be on the official FIFA forms as set forth in Appendix C. The host association must verify that the assigned referee and assistant referees are included on the current FIFA List of International Referees and Assistant Referees. FIFA may replace the proposed appointed referees at its sole discretion. Once authorisation has been granted, FIFA shall notify the host Member as well as the relevant Confederation(s).

A competition containing an International "A" Match shall be authorised in accordance with the procedure for International "A" Matches.

#### 2.

#### **Procedure for Scratch Team matches:**

The organiser of an International Match or competition involving a Scratch Team shall request the authorisation of each Member with which the players involved in the match or competition are registered as well as all concerned Confederations at least 21 days before the earliest of the proposed dates for such match or competition. Once these authorisations have been received by the organiser, the organiser shall pass the authorisations to the host Member, who shall submit a final authorisation request to FIFA at least 14 days before the earliest of the proposed dates for such match or competition. The authorisation request shall be on the official FIFA form as set forth in Appendix C.





#### Authorisation procedure for tier 2 International 11 **Matches and competitions**

#### 1.

Procedure for matches or competitions involving teams from one Confederation playing on the territory of the same Confederation: These matches and competitions shall be authorised in accordance with the regulations of that Confederation. Once authorisation has been granted, the host Confederation shall notify the host Member and FIFA.

#### 2.

Procedure for matches or competitions involving teams from more than one Confederation or teams from one Confederation playing on the territory of a different Confederation:

Every participating team shall request the authorisation of the Member to which it belongs, who in turn shall request the authorisation of the Confederation to which it is affiliated at least 21 days before the earliest of the proposed dates for such match or competition. The participating teams shall pass the relevant authorisations to the Member on whose territory the International Match or competition is planned. The Member on whose territory the International Match or competition is planned shall submit a final authorisation request containing the authorisations of all relevant Members and non-host Confederations to the host Confederation at least 14 days before the earliest of the proposed dates for such match or competition. The authorisation requests for participating in and hosting a tier 2 International Match or competition shall be on the official FIFA forms as set forth in Appendix C. The host Confederation and FIFA may replace the proposed appointed referees at its sole discretion. Once authorisation has been granted, the host Confederation shall notify the host Member, FIFA and the non-host Confederation(s).

#### 12 Reporting

The Member on whose territory the match is played shall, within 48 hours of each International "A" Match, submit a match report and list of players to the FIFA general secretariat, using the official form for this purpose as set forth in Appendix D. This form shall be filled in completely and signed. This report and list of players is in addition to the report that the referee of every International "A" Match shall send to FIFA and the Member on whose territory the match is played, in accordance with art. 12 par. 1 of the Regulations Governing the Application of the Statutes.





## **13** Levies and statement of account

#### 1.

**FIFA levies** 

- a) Members shall complete a statement of account and pay FIFA a levy for every International "A" Match, including matches that are played as part of the Olympic Football Tournaments.
- b) The Member on whose territory the match was played shall complete the statement of account and pay the levy.
- c) The levy to be paid to FIFA for each such match shall equal 2% of the gross receipts (ticket sales, advertising rights for television and radio broadcast, film and video rights, etc.) derived from each such match. This levy is subject to the following:
  - the levy due to FIFA in respect of matches played on the territory of a Confederation between Members belonging to that Confederation is only 1%, the remaining 1% being payable directly to the Confederation involved;
  - the levy due in respect of matches played between Members affiliated to different Confederations, on the territory of one of these Confederations, is payable to FIFA, which will retrocede 0.5% to each of the Confederations involved;
  - iii) the levy due in respect of matches played between Members affiliated to different Confederations, on the territory of a third Confederation, is only 1%, the remaining 1% being payable directly to the Confederation on whose territory the match was played.
- d) The statement of account shall contain all the requisite figures reflecting the entire income and any taxes or charges deducted therefrom. The total amount deducted shall not exceed 30% of the entire gross receipts.
- e) Irrespective of the financial outcome of the match, the contribution to be paid to FIFA shall be at least CHF 500.
- f) The statement of account and the amount due shall be sent to FIFA within 60 days of the date of the match. The statement of account shall be submitted on the official FIFA form as set forth in Appendix E.





#### **Confederation and Member levies**

- a) The Confederations and Members may demand their own levy independently of FIFA, in accordance with their own statutes and regulations.
- b) The Confederations and Members shall publish the schedule of levies applicable to International Matches and the procedures and time periods for paying those levies.

## **14** Sanctions

Any violations of these regulations shall be sanctioned in accordance with the FIFA Disciplinary Code and/or the FIFA Statutes.



#### 1.

These regulations have been issued in the four official languages of FIFA (English, French, Spanish and German).

#### 2.

In the event of any discrepancy between the four texts, the English version is authoritative.

## **16** Transitional provision and entry into force

#### 1.

The provisions in these regulations in relation to the levies to be paid by Members to FIFA in connection with International "A" Matches (cf. art. 4 par. 9, art. 13 par. 1, and Appendix E) will be rescinded as of 1 January 2015.

#### 2.

These regulations were approved by the FIFA Executive Committee on 21 March 2014 and come into force on 1 May 2014.





# A Tier 1 International Matches

Type of team involved	Type of match/competition
First Representative Team	International "A" Matches only ("A" v. "A")
Scratch Team	In all cases





Authorisation by the host Member	Authorisation by the Members to which the teams belong	Authorisation by Confederation(s) concerned		Authorisation by FIFA
Х	Х	Х		Х
Х		Х	Х	Х



# **B** Tier 2 International Matches

Type of team involved	Type of match/competition	
First Representative Team	Not "A" match ("A" v. other team)	Single Confederation case
		Multiple Confederation case
Any other Representative	In all cases	Single Confederation case
Team or a Domestic Team		Multiple Confederation case
First team of Club Teams		Single Confederation case
participating in the highest division of a Member	In all cases	Multiple Confederation case

#### Key

Conf Regs: authorisation/notification process to be determined in the Confederation's regulations

Single Confederation case: teams from one Confederation playing in that Confederation

Multiple Confederation case: teams from more than one Confederation or teams from one Confederation playing on the territory of different Confederation



Authorisation by the host Member	Authorisation by the Member(s) to which the teams belong	Authorisation by non-host Confederation(s)	Authorisation by host Confederation	When authorised, host Confederation informs host Member, FIFA and non-host Confederation(s)
Х	х		Conf Regs	Х
Х	х	Х	Х	Х
Х	Х		Conf Regs	Х
Х	Х	Х	Х	Х
Х	Х		Conf Regs	Х
Х	Х	Х	Х	Х



**Appendix C** International Match or competition

#### FIFA application form for hosting a

#### tier 1 International Match or competition

#### Preamble:

In accordance with art. 4 par. 4 and subject to the conditions stipulated in arts 6, 7 and 10 of the FIFA Regulations Governing International Matches, a Member on whose territory a tier 1 International Match or competition is to be played must obtain prior authorisation from FIFA and the Confederation to which it is affiliated.

The applicant is a FIFA Member and intends to host a tier 1 International Match or competition on its territory. Consequently, the applicant

(Name of the FIFA Member, herein "the applicant")

submits the following

#### Authorisation request for a tier 1 International Match or competition

in order to host the following tier 1 International Match or competition:

Description:	
	(Description/name of the tier 1 International Match or competition. If the present request relates to a competition, attach a match schedule and competition regulations.)
arranged by:	
Name:	
	(Name of the party responsible for promoting and staging the tier 1 International Match or competition, such as a FIFA Member or a FIFA match agent, etc. In the case of a third-party match agent, please denote licensing below.)
is a li	censed FIFA match agent or is not a licensed FIFA match agent
	1





#### Forms for hosting or participating in an International Match or competition

Appendix C

Teams:	1
reams.	
	2
	(If the present request relates to a competition, include team details in the match schedule.)
Date:	
	(Date on which the tier 1 International Match is to take place. If the present request relates to a competition, please indicate the dates on the match schedule.)
Referees:	1
	2
	3
	(Full name and nationality of the referee and assistant referees in accordance with the current FIFA International List of Referees. If the present request relates to a competition, please list all referees and assistant referees on the match schedule. If for any reason the above-named referees are changed, the participating teams must be informed and the reasons documented in a report signed by an authorised Member official and submitted to the Confederation(s) and FIFA.)
	Referees assigned by:
	Member:
	Person responsible:
	(List the <b>name(s)</b> of the person(s) responsible for appointing and assigning the listed referees.)
Stadium:	
	(Name and location of the stadium to be used for the tier 1 International Match. If the present request relates to a competition, please include all venues on the match schedule.)
For an International "A authorisation the host M	A" Match or competition, when submitting these documents to FIFA for final fember must include:
participating M	form for participating in an International Match or competition for every ember on of every Confederation concerned
For an International Ma authorisation the host N	tch involving a Scratch Team, when submitting these documents to FIFA for final Aember must include:

- The authorisation of all Members with which the players involved are registered
- The authorisation of every Confederation concerned





Appendix C	Forms for hosting or participating in an International Match or competition
	y confirms compliance with the requirements of the FIFA Regulations es for hosting a tier 1 International Match or competition.
(Place and date)	
(Name and position of the signatory)	
(Signature)	



3

#### FIFA application form for hosting a

#### tier 2 International Match or competition

(required for matches or competitions involving multiple Confederations)

#### Preamble:

In accordance with art. 4 par. 4 and subject to the conditions stipulated in arts 6, 8 and 11 of the FIFA Regulations Governing International Matches, a Member on whose territory a tier 2 International Match or competition is to be played must obtain prior authorisation from the Confederation to which it is affiliated.

The applicant is a FIFA Member and intends to host a tier 2 International Match or competition on its territory. Consequently, the applicant

•••••••••••••••••••••••••••••••••••••••	 · · · · · · · · · · · · · · · · · · ·

(Name of the FIFA Member, herein "the applicant")

submits the following

#### Authorisation request for a tier 2 International Match or competition

in order to host the following tier 2 International Match or competition:

Description:	
	(Description/name of the tier 2 International Match or competition. If the present request relates to a competition, attach a match schedule.)
arranged by:	
Name:	
	(Name of the party responsible for promoting and staging the tier 2 International Match or competition, such as a FIFA Member or a FIFA match agent, etc. In the case of a third-party match agent, please denote licensing below.)
is a lin	censed FIFA match agent or is not a licensed FIFA match agent
Teams:	1
	2
	(If the present request relates to a competition, include team details in the match schedule.)
	1





Appendix C	,
ADDENDIX	
/ Ippoliul/C	1

#### Forms for hosting or participating in ar nternational Match or competition

Date:		
	(Date on which the tier 2 International Match is to take place. If the present request relates to a competition, please indicate the dates on the match schedule.)	
Referees:	1	
	2	
	3	
	(Full name and nationality of the referee and assistant referees in accordance with the current FIFA International List of Referees. If the present request relates to a competition, please list all referees and assistant referees on the match schedule. If for any reason the above-named referees are changed, the participating teams must be informed and the reasons documented in a report signed by an authorised Member official and submitted to the Confederation(s) and FIFA.)	
	Referees assigned by:	
	Member:	
	Person responsible:	
	(List the <b>name(s)</b> of the person(s) responsible for appointing and assigning the listed referees.)	
Stadium:		
	(Name and location of the stadium to be used for the tier 2 International Match. If the present request relates to a competition, please include all venues on the match schedule.)	
	explicitly confirms compliance with the requirements of the FIFA Regulations al Matches for hosting a tier 2 International Match or competition that involves s (tick each box):	
	nber herewith submits an application form for participating in an International petition for every participating Member.	
The host Me concerned.	mber herewith submits the authorisation of every non-host Confederation	
(Place and date)		
(Name and position of the signatory)		
(Signature)		





#### Application form for participating in a

#### tier 1 International Match or competition

#### Preamble:

In accordance with art. 6 par. 2 in connection with art. 7 of the FIFA Regulations Governing International Matches, all International Matches must be authorised by the Members to which the participating teams are affiliated.

The applicant is a FIFA Member and intends to participate in an International Match or competition. Consequently, the applicant

(Name of the FIFA Member, herein "the applicant")

submits the following

# Authorisation request for a tier 1 International Match or competition

in order to participate in the following International Match or competition:

Description:	
	(Description/name of the tier 1 International Match or competition)
arranged by	
Name:	
	(Name of the party responsible for promoting and staging the tier 1 International Match or competition, such as a FIFA Member or a FIFA match agent, etc.)
on the territory of	
Member:	
	(Name of the FIFA Member on whose territory the tier 1 International Match or competition is to be played.)
Teams:	1
	2
	(Names of the teams participating in the tier 1 International Match. If the present request relates to a competition, include only your team.)





Appendix C	International Match or competition
Date(s):	(Date on which the tier 1 International Match is to be played. If the present request relates to a competition, please indicate the dates.)
Head of delegation:	(Name and contact information of the head of delegation. The head of delegation shall be a natural person who is responsible for the official travel delegation of each team of the Member participating in the International Match or competition.)
before the date of the Ir Once authorisation has	nitted to the Confederation to which the Member is affiliated at least 21 days iternational Match or competition in question. been granted by the Confederation, the Member shall submit this form and the onfederation to which it is affiliated to the Member on whose territory the ompetition is planned.

The signatory hereby explicitly confirms compliance with the FIFA Regulations Governing International Matches.

.....

(Place and date)

.....

(Name and position of the signatory)

.....

(Signature)





#### Application form for participating in a

#### tier 2 International Match or competition

(required for matches or competitions involving multiple Confederations)

#### Preamble:

In accordance with art. 6 par. 2 in connection with art. 8 of the FIFA Regulations Governing International Matches, all International Matches must be authorised by the Members to which the participating teams are affiliated.

The applicant is a FIFA Member and one of its affiliated teams or clubs intends to participate in an International Match or competition. Consequently, the applicant

(Name of the FIFA Member, herein "the applicant")

submits the following

# Authorisation request for a tier 2 International Match or competition

in order for one of its affiliated teams to participate in the following International Match or competition:

Description:	
	(Description/name of the tier 2 International Match or competition)
arranged by	
Name:	
	(Name of the party responsible for promoting and staging the tier 2 International Match or competition, such as a FIFA Member or a FIFA match agent, etc.)
on the territory of	
Member:	
Member:	(Name of the FIFA Member on whose territory the tier 2 International Match or competition is to be played.)
Member: Teams:	
	played.)
	played.) 1.





Date:	
	(Date on which the tier 2 International Match is to be played. If the present request relates to a competition, please indicate the dates.)
Head of delegation:	
	(Name and contact information of the head of delegation. The head of delegation shall be a natural person who is responsible for the official travel delegation of each team of the Member participating in the International Match or competition.)

Appendix C International Match or competition

This form shall be submitted to the Confederation to which the Member is affiliated at least 21 days before the date of the International Match or competition in question.

Once authorisation has been granted by the Confederation, the Member shall submit this form and the authorisation of the Confederation to which it is affiliated to the Member on whose territory the International Match or competition is planned.

The signatory hereby explicitly confirms compliance with the FIFA Regulations Governing International Matches.


(Place and date)

.....

(Name and position of the signatory)

.....

(Signature)





#### **Report form**

#### Preamble:

In accordance with art. 12 of the FIFA Regulations Governing International Matches, a FIFA Member on whose territory an International "A" Match has been played shall provide the FIFA general secretariat with the relevant report within 48 hours.

Accordingly, the following

# Report

is brought to the attention of the FIFA general secretariat.

Description:	
	(Description/Name of the International "A" Match)
Date:	
	(Date on which the International "A" Match took place)
arranged by	
Name:	
	(Name of the party responsible for promoting and staging the International "A" Match)
between the following	
Teams:	1
	2
	(Names of the teams participating in the International "A" Match)
Final score:	
	(Final score of the International "A" Match)

1



Referee:	
	(Name and nationality of the referee)
Assistant	1
referees:	2
	3
	4
	(Name and nationality of the assistant referees)

The signatory confirms the accuracy of the aforementioned statements. In addition, in order to fulfil the conditions of art. 12 of the FIFA Regulations Governing International Matches, the signatory confirms that the following additional documents have been attached (tick each box):

L 4	A list of players for each team	
Г Т	The referee's report, signed by the match ref	eree
(Name of th	he FIFA Member)	
(Place and	date)	
(Name and	position of the signatory)	
(Signature)		
		2





**FIFA** 

#### LIST OF PLAYERS - LISTE DES JOUEURS LISTA DE LOS JUGADORES - SPIELERLISTE

1		T	EAN	ΛA		TEAM B	
2	PLAYED IN JOUE A JUGADO EN GESPIELT IN					/	/
3		OF			(CITY - VILLE - CIUDAD - STADT)	(DATE - DATE - FECHA - DATUM)	(TIME - HEURE - HORA - UHRZEIT)
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# Match Agents Regulations



# **Match Agents Regulations**

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Match Agents Regulations

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# **Match Agents Regulations**

At its meeting on 17 December 2002, the FIFA Executive Committee passed the following regulations in compliance with art. 16 par. 3 of the Regulations Governing the Application of the FIFA Statutes.

To simplify matters, the use of the male gender in these regulations applies to both males and females.



# Preamble

- <sup>1</sup> These regulations govern the occupation of match agents who arrange matches between teams belonging to different confederations.
- <sup>2</sup> Any confederation that makes use of its entitlement to issue its own match agent's licence (cf. art. 3 par. 2 of these regulations) shall ensure that its regulations are based on the guidelines contained in these regulations. In particular, the principles outlined under art. 4, 8, 9, 12, 16, 17, 19 and 24 of these regulations are binding for confederations.

# I. Principles

# Art. 1

The employment of agents to arrange matches shall be permitted (cf. art. 16 par. 1 of the Regulations Governing the Application of the FIFA Statutes).

## Art. 2

Agents who arrange matches between teams belonging to different confederations must be in possession of a licence issued by FIFA (cf. art. 16 par. 3 of the Regulations Governing the Application of the FIFA Statutes).

## Art. 3

- <sup>1</sup> Agents who arrange matches between teams from the same confederation must be officially recognised by the confederation in question (cf. art. 16 par. 2 of the Regulations Governing the Application of the FIFA Statutes).
- <sup>2</sup> Confederations shall be entitled to make provisions to issue a licence of their own.
- <sup>3</sup> If a confederation makes use of this entitlement, a match agent who is either domiciled or has his headquarters within that confederation shall not be authorised to become a FIFA match agent unless he has already obtained a licence from this confederation.
- <sup>4</sup> If a confederation has no provisions to issue a licence, the match agent may obtain a licence from FIFA.

# **II. FIFA licence**

Art. 4

- <sup>1</sup> Anyone wishing to obtain a FIFA licence to arrange matches shall send a written request to the FIFA general secretariat.
- <sup>2</sup> Only a natural person may apply for a licence. Applications from companies or clubs are not permitted.

Art. 5

- <sup>1</sup> The national association where the prospective match agent is either domiciled or has his headquarters shall enclose written confirmation with the application that
  - a) the candidate applying for the licence has a good reputation;
  - b) it does not object to the candidate acting as an agent to organise matches.
- <sup>2</sup> It is the responsibility of the national association in question to examine the application.

## Art. 6

In his application, the prospective match agent shall formally declare that he is fully conversant with the terms of these regulations and the provisions contained in art. 16 of the Regulations Governing the Application of the FIFA Statutes and that he accepts the conditions therein.

## Art. 7

Once the above-mentioned conditions have been fulfilled, the FIFA general secretariat shall submit the application received to the FIFA Players' Status Committee.

## Art. 8

<sup>1</sup> Once the application has been approved by the FIFA Players' Status Committee, the candidate shall conclude professional liability insurance with an insurance company in his country.

If the candidate is domiciled or has his headquarters in the European Union (EU)/ European Economic Area (EEA), he may conclude the requisite insurance policy with an insurance company in any EU/EEA country.

The candidate shall then send the insurance policy to the FIFA general secretariat.

- <sup>2</sup> The aim of the insurance is to cover any claims for compensation that are made by any party under contract with a match agent and that have arisen from the match agent's typical activities which, in the opinion of FIFA, have contravened the principles of these regulations (cf. art. 20 of these regulations). The policy shall therefore be worded in such a way that every possible risk connected with a match agent's occupation is covered.
- <sup>3</sup> The minimum amount to be covered by the insurance policy shall not be less than CHF 200,000 or the equivalent in another currency. Match agents may insure themselves for a higher amount in accordance with their turnover.
- <sup>4</sup> The professional liability insurance policy shall also cover claims made after expiry of the policy regarding events that occurred during the duration of the policy.
- <sup>5</sup> The match agent is required to renew the insurance policy as soon as it has expired and automatically send the relevant documents to the FIFA general secretariat.

## Art. 9

- <sup>1</sup> If it is impossible for the candidate to conclude a professional liability insurance policy in his country in compliance with art. 8 above, he may deposit a bank guarantee to the amount of CHF 100,000. The guarantee shall be issued by a Swiss bank and shall be irrevocable.
- <sup>2</sup> Only FIFA has access to this bank guarantee, which has the same objective as that of professional liability insurance (cf. art. 8 par. 2 of these regulations). The amount of the guarantee (CHF 100,000) does not represent the maximum amount that may be due to any party claiming damages.
- <sup>3</sup> If the amount of the guarantee is reduced by a payment from the bank in response to a claim for damages against a match agent, the agent's licence will be suspended until the amount of the guarantee has been restored to the initial amount (CHF 100,000).



#### Art. 10

Once it has received the professional liability insurance policy or, in exceptional cases, the bank guarantee, the FIFA general secretariat shall issue the licence.

#### Art. 11

The rights and duties described under chapter III below are inherent in the licence.

#### Art. 12

The match agent's licence is not transferable. It is not commercial property that can be negotiated, loaned or sold.

# III. Rights and duties inherent in the FIFA licence

#### Art. 13

The FIFA licence to arrange matches confers upon the holder the exclusive right to arrange friendly matches or tournaments between national teams or clubs from different confederations.

#### Art. 14

It is the responsibility of the clubs to obtain authorisation from their national associations to arrange one or more matches involving two clubs from different national associations.

#### Art. 15

If no arrangements have been made directly between clubs and/or national associations, the latter shall, in principle, only authorise matches organised by authorised agents.

#### Art. 16

The club, national association or the person the match agent claims he is representing, shall, upon demand, confirm such a mandate in writing as well as any commitments undertaken on their behalf.

## Art. 17

Any commitments undertaken by and for a match agent shall be drawn up in duplicate in writing in the form of a contract signed by all the parties concerned.

## Art. 18

<sup>1</sup> To be valid, a contract drawn up in accordance with art. 17 shall contain provisions covering:

a) expenses for travel, board and basic living costs of the contractual parties;

b) the total net indemnification (after deduction of all charges, levies or taxes) due to the contractual parties;

c) the conditions that shall apply if a match is (or matches are) cancelled in the case of force majeure;

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d) the conditions that shall apply if a player who was due to have been fielded under the terms of the contract does not appear in the team (including reasons of force majeure);

e) the fact that the parties concerned shall be aware of these regulations and undertake to observe the provisions therein.

<sup>2</sup> Contracts that do not include one or more of the above provisions shall be null and void.

## Art. 19

- <sup>1</sup> The commission received by the FIFA match agent shall not exceed 25% of the amount he has negotiated for the club or national association he represents. Contractual provisions that contain higher commission shall be null and void, but do not affect the validity of the contract as a whole.
- <sup>2</sup> If the contract concluded between the FIFA match agent and his client does not contain any provisions regarding commission, the match agent shall be entitled to compensation of 10% of the amount he has negotiated for the club or national association he represents.

#### Art. 20

- <sup>1</sup> FIFA may intervene to ensure that any commitments undertaken between match agents and teams under contract to the agents are observed only if the two conditions mentioned under art. 16 par. 4 of the Regulations Governing the Application of the FIFA Statutes have been complied with.
- <sup>2</sup> If one of the parties to the contract can prove that it has suffered loss as a result of a match agent's activities, the FIFA Players' Status Committee may decide to indemnify the party concerned from the professional liability insurance or, in exceptional cases, from the bank guarantee provided by the match agent (cf. art. 8 and 9 of these regulations).
- <sup>3</sup> If a match agent repeatedly causes problems, the FIFA Players' Status Committee may decide to withdraw his licence.
- <sup>4</sup> Any national association or club that does not observe the commitments it has undertaken or fails to adhere to the provisions contained herein shall be sanctioned in accordance with the statutes and regulations in force.

## Art. 21

The FIFA body responsible for supervising and ruling on any matters connected with the application of these regulations shall be the FIFA Players' Status Committee.

# **IV. Disputes**

## Art. 22

- <sup>1</sup> In the event of a dispute between a match agent and a national association, a club and/or another match agent, the complaint shall be submitted to the FIFA Players' Status Committee for consideration and resolution.
- <sup>2</sup> Any confederation that makes use of the entitlement to issue a match agent's licence (cf. art. 3 of these regulations) shall be responsible for dealing with disputes between a



match agent and a national association, a club and/or another match agent, whenever all of the parties involved are registered with the same confederation. In such a case, the confederation in question is obliged to deal with the case and pass a decision.

<sup>3</sup> The FIFA Players' Status Committee shall not consider any dispute under these regulations if more than two years have elapsed since the facts leading to the dispute arose, and in any case no later than six months after the match agent concerned has terminated his activity as such.

# V. Termination of Activity

Art. 23

<sup>1</sup> Any FIFA match agent who terminates his activity is obliged to return his licence.

<sup>2</sup> The match agent may not cancel his professional liability insurance policy until he has terminated his occupation (the licence has either been returned or withdrawn). The match agent shall, however, ensure that any claim for compensation that is made after termination of his occupation and that arises from his former activity as a match agent is covered by the insurance (cf. art. 8 par. 4 of these regulations).

# **VI. Transitional Provisions**

Art. 24

Any match agent who has deposited a bank guarantee with a Swiss bank in compliance with art. 8 of the Regulations Governing Match Agents dated 2 May 1995 may request FIFA to release the bank guarantee upon production of a professional liability insurance policy. The policy shall have been issued by an insurance company in the country of the match agent concerned.

If the match agent is domiciled or has his headquarters in the European Union (EU)/ European Economic Area (EEA), he may conclude the requisite insurance policy with an insurance company in any EU/EEA country.

## Art. 25

Any dispute between a match agent and a national association, a club and/or another match agent that was submitted to FIFA before these regulations came into force shall be settled in compliance with the former version of the FIFA Regulations Governing Match Agents dated 2 May 1995.

# VII. Final Provisions

Art. 26

Any matter not provided for in these regulations shall be settled by the FIFA Players' Status Committee.

## Art. 27

These regulations were initially adopted on 13 June 1991 and subsequently amended on 31 May 1995 and 17 December 2002. The new version shall come into force on 1 March 2003.

Madrid/Zurich, 17 December 2002

For the FIFA Executive Committee:

President Joseph S. Blatter General Secretary Urs Linsi





# Regulations



# **Club Licensing**

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# DEFINITIONS

Definition		
Accounting policies	The specific principles, bases, conventions, rules and practices adopted by an entity in preparing and presenting its financial statements.	
Annual financial statements	A complete set of financial statements prepared as at the statutory closing date, normally including a balance sheet, profit and loss account, a statement of cash flows and those notes, other statements and explanatory material that are an integral part of the financial statements.	
Control	The power to govern the financial and operating policies of an entity so as to obtain benefits from its activities.	
Core process	Minimum requirements that the licensor must put in place for verification of compliance with the criteria described in the regulations as a basis for the issue of a licence to an applicant.	
Criteria	Requirements to be fulfilled by the licence applicant divided into five categories (sporting, infrastructure, personnel and administrative, legal and financial), with each category being split into three grades A-C (mandatory and best-practice recommendation).	
Deadline for submission of the application to the licensor	The date by which each licensor requires the licence applicant to have submitted all relevant information for its application for a licence.	



Definition		
Employee benefits	All forms of consideration given by an entity in exchange for service rendered by employees.	
Licence	Certificate confirming fulfilment of all mandatory minimum requirements by the licensee in order to start the admission procedure for confederation club competitions.	
Licence applicant	Legal entity fully and solely responsible for the football team participating in national and international club competitions that applies for a licence.	
Licensee	Licence applicant which has been granted a licence by the licensor.	
Licensor	Body that operates the licensing system and grants the licence.	
Мау	Indicates a party's discretion to do something (i.e. optional rather than mandatory).	
Must or shall	Indicates an obligation to do something (i.e. mandatory).	
National club licensing regulations	Working document which describes the national club licensing system in a particular country. It includes all the minimum requirements of the FIFA and confederation licensing system as well as any specific national particularities and objectives.	



# DEFINITIONS

Definition		
Related party	<ul> <li>A party is related to an entity if:</li> <li>a) directly, or indirectly through one or more intermediaries, the party: <ul> <li>i) controls, is controlled by, or is under common control with, the entity (this includes parents, subsidiaries and fellow subsidiaries);</li> <li>ii) has an interest in the entity that gives it significant influence over the entity; or</li> <li>iii) has joint control over the entity;</li> <li>b) the party is an associate of the entity;</li> <li>c) the party is a joint venture in which the entity is a venturer;</li> <li>d) the party is a member of the key management personnel of the entity or its parent;</li> <li>e) the party is an entity that is controlled, jointly controlled or significantly influenced by, or for which significant voting power in such entity resides with, directly or indirectly, any individual referred to in (d) or (e); or</li> <li>g) the party is a post-employment benefit plan for the benefit of employees of the entity, or of any entity that is a related party of the entity.</li> </ul> </li> </ul>	
Stadium	The venue for a competition match, including, but not limited to, all properties and facilities near to such stadium (e.g. offices, hospitality areas, press centres and accreditation centres).	



#### I. GENERAL PROVISIONS

# Article **1** Introduction

The FIFA Club Licensing Regulations (hereinafter: FIFA regulations) are a basic working document for confederations and member associations that is to be transformed into national club licensing regulations (hereinafter: national regulations). They incorporate minimum requirements and guidelines and have been developed according to the principles elaborated by the FIFA Task Force "For the Good of the Game".

The FIFA regulations are divided into two main sections.

The first section addresses the member association as the licensor, explaining its tasks, defining the licence applicant and the licensing bodies as well as the core process to be applied.

The second section is directed at the clubs of the member association. The five categories of minimum criteria are described in five chapters, which are as follows: sporting criteria, infrastructure criteria, personnel and administrative criteria, legal criteria and financial criteria. The criteria are divided into three different grades ("A", "B" and "C").

The confederations and member associations are invited to:

- a) read and understand the FIFA regulations;
- b) decide whether the club licensing system applies to the national context (which divisions or clubs and which criteria);
- c) take into account national law, statutes and regulations;
- adapt their own structure and relevant organisation according to the minimum requirements regarding the core process and further procedures;
- e) consider increasing the minimum criteria set in this document and upgrading or adding other criteria according to the specific needs and the existing quality of confederations and domestic competitions;
- f) set up a working plan for the implementation of the FIFA regulations at confederation and national level.

The national regulations must be accredited by the relevant confederation.



#### I. GENERAL PROVISIONS

## 1.1 **Objectives of the club licensing system**

The club licensing system has the following overall objectives in accordance with the decision taken by the FIFA Congress in Munich in 2006:

- safeguarding the credibility and integrity of club competitions;
- improving the level of professionalism within the football family;
- promoting sporting values in accordance with the principles of fair play as well as safe and secure match environments;
- promoting transparency in the finances of clubs;
- promoting transparency in the ownership of clubs;
- promoting transparency in the control of clubs.



## Article **2** Procedure

## 2.1 Criteria gradation

- 2.1.1 *Principle*
- 2.1.1.1 The criteria described in these FIFA regulations are graded into three separate categories.
- 2.1.1.2 The different grades have been defined as follows:
  - a) "A" criteria "MANDATORY": if the licence applicant does not fulfil any "A" criteria, then it may not be granted a licence to enter confederation/national club competitions;
  - b) "B" criteria "MANDATORY": if the licence applicant does not fulfil any "B" criteria, then it is sanctioned as specified by the licensor but may still receive a licence to enter confederation/ national club competitions;
  - c) "C" criteria "BEST PRACTICE": "C" criteria are best-practice recommendations. Non-fulfilment of any "C" criteria does not lead to any sanction or to the refusal of the licence. Certain "C" criteria may become mandatory criteria at a later stage.

## 2.2 Licensing implementation

## 2.2.1 *Principle*

- 2.2.1.1 These FIFA regulations must be transformed into confederation club licensing regulations (hereinafter: confederation regulations) which set the minimum criteria to be integrated into national regulations.
- 2.2.2 Implementation at confederation level
- 2.2.2.1 The implementation of the club licensing system at confederation level includes the following steps:
  - a) existence of a legal basis within the statutes;
  - b) the integration of the principles of the FIFA regulations into confederation regulations.



- 2.2.3 Existence of a legal basis within the statutes of the confederation
- 2.2.3.1 For the implementation of the club licensing system, each confederation must have a legal basis within its statutes that describes the objective of the system and the relevant authority and contains a reference to further, more detailed regulations.
- 2.2.4 Integration of the FIFA regulations into confederation regulations
- 2.2.4.1 Each confederation shall include the principles and minimum criteria defined in the FIFA regulations in confederation regulations.
- 2.2.4.2 The FIFA regulations are structured and worded in such a manner that the confederation can use their full text as a master document. The confederation is free to increase the minimum requirements or to upgrade the criteria established by these regulations for the purpose of entering confederation club competitions.
- 2.2.5 Implementation at national level
- 2.2.5.1 The implementation of the club licensing system at national level includes the following steps and processes:
  - a) existence of a legal basis within the statutes;
  - b) establishment of rules regarding sanctions under the national club licensing system;
  - c) integration of the minimum criteria defined in the confederation regulations into national regulations, including the exception and accreditation processes;
  - d) decision on the applicability of the licensing system to licence applicants;
  - e) option for the member association to delegate club licensing responsibilities to an affiliated league.
- 2.2.6 Existence of a legal basis within the statutes of the member association
- 2.2.6.1 For the implementation of the club licensing system, each member association must have a legal basis within its statutes that describes the objective of the system and the relevant authority and contains a reference to further, more detailed regulations.
- 2.2.6.2 As an alternative, the club licensing system may also be based on a contract between the club and the member association.



## 2.2.7 Sanctions under the national club licensing system

- 2.2.7.1 To guarantee an appropriate assessment process the member association shall:
  - a) set up a catalogue of sanctions for the club licensing system (e.g. for non-fulfilment of B criteria). It pertains to the relevant licensing bodies to determine these sanctions against licence applicants/licensees.

The catalogue of sanctions may include a caution, a fine and the obligation to submit evidence or fulfil certain conditions by a certain deadline, etc.

If the club licensing system also applies to participation in national competitions, the catalogue of sanctions may additionally include the deduction of points, a prohibition on concluding new transfer agreements or players' contracts, the obligation to submit guarantees, etc. Furthermore, the licensor may sanction the club before the start as well as during the season;

b) refer to national disciplinary regulations with regard to the violation of the licensing regulations (e.g. submission of falsified documents, failure to meet deadlines, sanctions against individuals, etc.).

# 2.2.8 Integration of the confederation regulations into national regulations

- 2.2.8.1 Each member association shall define the parties involved (licensor, licence applicant, decision-making bodies), their rights and duties, the criteria and the necessary processes in accordance with the confederation regulations for entering confederation club competitions.
- 2.2.8.2 The transformation of the confederation regulations into national regulations includes the following processes that require the approval of the confederation:
  - a) exception process and policy, whereby a member association may request exceptions to certain criteria;
  - b) accreditation process, whereby the confederations must approve the national regulations.

Both the exception process and accreditation process must be set up by the relevant confederation. The confederation must also set the relevant deadlines.



- 2.2.8.3 The member association is free to increase the minimum requirements or to upgrade the criteria established in the confederation regulations for the purpose of entering confederation and/or national club competitions. The member association may also introduce additional criteria not included in the confederation regulations. Where introduced by the member association in its national regulations, any increased minimum requirements, upgraded or additional criteria shall apply *mutatis mutandis* to entry for confederation club competitions. The member association may also adapt the wording of their regulations according to:
  - a) member associations' objectives and priorities;
  - b) the statutes and regulations of the member association;
  - c) national law;
  - d) flexibility given by the confederation.

## 2.2.9 Applicability of the system

- 2.2.9.1 The member association must decide to which clubs the system applies. As a minimum, the club licensing system must be implemented in respect of top-division clubs which qualify for confederation club competitions on sporting merit. It is best practice to implement the club licensing system in respect of all top-division clubs of the member association.
- 2.2.9.2 The member association may also decide to implement the system in respect of participation in both confederation competitions and national competitions (top division and lower divisions). The quality standards would thereby be improved on a broader basis in the national championship as well as in confederation club competitions, and clubs of the same division would be treated equally.
- 2.2.10 Option to delegate the club licensing system to an affiliated league
- 2.2.10.1 The member association may delegate the club licensing system to an affiliated league subject to the approval of the confederation's executive committee.
- 2.2.10.2 Vis-à-vis FIFA and the confederation, the member association as a member of FIFA and the confederation remains responsible for the proper implementation of the club licensing system, regardless of whether there is a delegation or not.



## 2.3 Bodies of the confederation

The confederation shall indicate the bodies through which the confederation shall act with regard to the club licensing system.

## Article **3** Licensor

#### 3.1 Introduction

This chapter defines the licensor and the decision-making bodies.

## 3.2 **Definition of licensor**

- 3.2.1 Principle
- 3.2.1.1 The member association is the licensor.
- 3.2.1.2 The licensor shall govern the licensing system, appoint the corresponding licensing bodies and determine the necessary processes.
- 3.2.1.3 The licensor guarantees the licensee full confidentiality with regard to all information given by the licence applicant during the licensing process. Anyone involved in the licensing process or appointed by the licensor must sign a confidentiality clause before commencing its tasks.
- 3.2.2 Decision-making bodies
- 3.2.2.1 The licensor shall establish an appropriate administration and appoint qualified staff members.
- 3.2.2.2 The licensor shall establish two decision-making bodies, the names of which it shall determine:
  - a) first-instance body (FIB);
  - b) appeals body (AB).



3.2.2.3 The decision-making bodies shall be independent from each other. They shall receive administrative support from the administration of the licensor. A member must in all cases automatically abstain if there is any doubt as to his/her independence towards the licence applicant or if there is a conflict of interest.

> In this connection, the independence of a member may not be guaranteed if he/she or any member of his/her family (spouse, children, parents, siblings) is a member, shareholder, business partner, sponsor or consultant, etc. of the licence applicant. The foregoing list is illustrative and not exhaustive.

- 3.2.3 First-instance body (FIB)
- 3.2.3.1 The FIB shall decide on whether a licence shall be granted to an applicant on the basis of the documents provided and in accordance with the provisions of the national regulations at the submission deadline set by the licensor.
- 3.2.3.2 Unless provided otherwise by the statutes, the executive committee of the member association shall decide on the composition of this body.
- 3.2.3.3 The licensor shall decide on the quorum of the FIB. The quorum must be a minimum of three members. The chairman shall have the casting vote.
- 3.2.3.4 In the case of a licence refusal, the decision must be put in writing and include the reasoning.
- 3.2.3.5 Members of the FIB may not belong simultaneously to a statutory judicial body of the licensor and must act impartially in the discharge of their duties.
- 3.2.3.6 The licensor may nominate administrative staff of the member association and its affiliated league as members of the FIB, with the exception of the licensing manager, who may not be a member of the FIB.
- 3.2.3.7 The executive committee of the member association shall decide if the members of the FIB are elected or appointed.



## 3.2.4 Appeals body (AB)

- 3.2.4.1 The AB shall decide on appeals submitted in writing and make a final and binding decision on whether a licence shall be granted.
- 3.2.4.2 Appeals may only be lodged by:
  - a) the licence applicant following a refusal by the FIB;
  - b) the licensor, the competent body of which must be defined (e.g. licensing manager).
- 3.2.4.3 The AB shall make its decision based on the decision of the FIB and all the evidence provided by the licence applicant or licensor with its written request for appeal within the deadline determined in the appeal procedure by the chairman of the AB. Any further evidence submitted to the AB at a later stage shall not be taken into account.
- 3.2.4.4 In the case of a licence refusal, the decision must be put in writing and include the reasoning.
- 3.2.4.5 The member association shall decide whether the club licensing system comes under the authority of the court of arbitration specified in its statutes. In this respect, particular attention shall be paid to the relevant deadlines for entering confederation club competitions.
- 3.2.4.6 Unless otherwise provided by the statutes, the executive committee of the member association shall decide on the composition of the AB.
- 3.2.4.7 The licensor shall decide on the quorum for the decisions of the AB. The quorum must be a minimum of three members. The chairman shall have the casting vote.
- 3.2.4.8 Administrative staff of the member association and its affiliated league may not be members of the AB.
- 3.2.4.9 Members of the AB may not simultaneously be members of any other statutory body or committee of the licensor.
- 3.2.4.10 The executive committee of the member association shall decide if the members of the AB are elected or appointed.



## 3.2.5 Decision-making procedure

- 3.2.5.1 In the national regulations or in a specific regulation, the licensor shall define procedural rules with respect to decision-making (cf. 5.1.1). These shall, as a minimum, regulate the following standards:
  - a) deadlines (e.g. submission deadlines);
  - b) the principle of equal treatment;
  - c) representation (e.g. legal representation);
  - d) the right to be heard (e.g. convocation, hearing);
  - e) official language(s);
  - f) time limit to issue a request (e.g. calculation, compliance, interruption and extension thereof);
  - g) time limit to appeal;
  - h) effect of the appeal;
  - i) type of evidence requested;
  - j) burden of proof (e.g. licence applicant has burden of proof);
  - k) decisions (in writing with reasoning, etc);
  - l) ground for complaint;
  - m) content and form of pleading;
  - n) deliberation and hearings;
  - o) cost of procedure, administrative fee and deposit.

## Article **4** Licence applicant and licence

## 4.1 Introduction

This chapter defines the legal entity that must apply for the licence and the licence to enter confederation and/or national club competitions.

The legal entity applying for a licence is called the licence applicant. Once the licence applicant has been granted a licence by the licensor it becomes a licensee. For the purpose of this chapter only, the term licence applicant is used.



## 4.2 **Circle of licence applicants**

- 4.2.1 Authority to define licence applicants
- 4.2.1.1 The licensor defines the licence applicants according to the statutes and regulations of the member association, the following provisions and in accordance with national law. This may be regulated in the licensing regulations and/or in the statutes of the member association and/or in other specific national regulations. Furthermore, FIFA and confederation statutes as well as relevant regulations must also be taken into account (e.g. FIFA Regulations on the Status and Transfer of Players).

## 4.3 **Definition of licence applicant**

- 4.3.1 *Principle*
- 4.3.1.1 The licence applicant is defined as being the legal entity fully responsible for the football team which participantes in national and international club competitions and which is a member of the member association.
- 4.3.1.2 The status of a football club (professional, semi-professional or amateur) is not relevant to the issue of a licence.
- 4.3.1.3 The legal form of a football club is not relevant to the issue of the licence in accordance with national statutes and law.
- 4.3.1.4 Only a registered member may apply for/receive a licence. Natural persons may not apply for/receive a licence.
- 4.3.1.5 The licence applicant is fully responsible for participation in national and international football competitions as well as the fulfilment of the club licensing criteria.
- 4.3.1.6 The licence applicant is, in particular, responsible for ensuring the following:
  - a) that all players are registered at the member association and/or its affiliated league and, if professional players, that they have a written employment contract with either the registered member (see articles 2 and 5 of the FIFA Regulations on the Status and Transfer of Players);
  - b) that all the compensation paid to the players arising from contractual or legal obligations and all the revenues arising from gate receipts are accounted for in the books of the registered member;



- c) that the licence applicant is fully responsible for the football team composed of registered players participating in national and international competitions;
- d) that the licensor is provided with all necessary information and/or documents relevant to proving that the licensing obligations are fulfilled. These obligations relate to the sporting, infrastructure, personnel and administrative and legal and financial criteria set out under articles 6-10 respectively;
- e) that the licensor is provided with information on the reporting entity/entities in respect of which sporting, infrastructure, personnel and administrative and legal and financial information is required to be provided. In turn, the licensor must assess whether, in respect of each licence applicant, the selected reporting entity/entities is/ are appropriate for club licensing purposes.
- 4.3.1.7 In addition to the above-mentioned mandatory provisions, it is recommended that the licence applicant:
  - a) is based legally in the territory of the member association and plays its home matches only in that territory. The member association may define exceptions, subject to the approval of FIFA and the confederation;
  - b) has the right to use the name and the brands of the club and does not change the name of the club for advertising/promotional purposes;
  - c) accepts no clauses in contracts with television, sponsors or other commercial partners that could restrict the club in its freedom of decision or affect its management.

## 4.4 Licence

- 4.4.1 *Principle*
- 4.4.1.1 Licences must be issued according to the provisions of the accredited national regulations.
- 4.4.1.2 The licensor must issue an invitation to the football clubs to apply for a licence punctually and in writing. The club applying for a licence must submit a written application to the licensor. In this application, the club must, in particular, declare that it shall fulfil the obligations of the licensing system.



- 4.4.1.3 Only clubs which fulfil the criteria set in the accredited national regulations by the relevant deadline and that have qualified on the basis of their sporting results may be granted a licence by the member association to enter the confederation/national club competitions of the coming season.
- 4.4.1.4 A licence expires without prior notice at the end of the season for which it was issued.
- 4.4.1.5 A licence may be withdrawn by the national decision-making bodies during a season if:
  - a) for any reason a licensee becomes insolvent and enters into liquidation during the season, as determined by the applicable national law (where a licensee becomes insolvent but enters administration during the season, the licence should not be withdrawn as long as the purpose of the administration is to rescue the club and its business);
  - b) any of the conditions for the issue of a licence are no longer satisfied; or
  - c) the licensee violates any of its obligations under the national regulations.
- 4.4.1.6 As soon as a licence withdrawal is envisaged, the member association must inform the confederation.
- 4.4.1.7 A licence may not be transferred.

## 4.5 **Extraordinary application of the club licensing system for** entering confederation club competitions

- 4.5.1 *Principle*
- 4.5.1.1 If a club qualifies for a confederation club competition based on its sporting results but has not undergone a national licensing process at all or has undergone a licensing process which is lower/not equivalent to the one applicable to top-division clubs because it belongs to a division other than the top division, the member association of the club concerned may on behalf of such a club request the extraordinary application of the club licensing system.
- 4.5.1.2 In practice, such a club could for example be the winner or the runnerup of the main domestic cup or league cup playing in a division other than the top division.



- 4.5.1.3 Based on such an extraordinary application, the confederation may grant special permission to enter the corresponding club competition which only applies to that specific applicant and for the season in question.
- 4.5.2 *Procedure* The confederation shall define the relevant procedure.

## Article **5** Core process

#### 5.1 Introduction

This article defines the assessment process (hereinafter: core process) of the club licensing system.

#### 5.1.1 Principle

The core process describes the minimum requirements that the licensor must put in place for the verification of the criteria described in the FIFA regulations (sporting criteria, infrastructure criteria, personnel and administrative criteria and legal criteria and financial criteria) in order to control the issue of a licence to a licence applicant.

The core process must, as a minimum, fulfil the following requirements:

- The deadlines for submission of the licensing documentation must be clearly defined and communicated;
- The fulfilment of each set of criteria by the licence applicant must be verified by suitably qualified staff acting for the licensor;
- The decision-making process must be based on a two-step approach (i.e. first-instance and appeal);
- The decision-making bodies must fulfil the requirements of qualification, independence and confidentiality;
- The licensor shall submit to the confederation the list of licensed clubs by the relevant deadline. The confederation shall submit to FIFA the list of licensed clubs upon request by FIFA.



## Article **6** Sporting criteria

#### 6.1 Introduction

For the future of football it is absolutely necessary to have a broad base of footballers available who have the necessary skills and motivation to become professional players. Therefore, it is important to foster youth development programmes and to attract into football more and better-educated boys and girls who not only play the game but are also supporters.

## 6.2 **Objectives**

The objectives of the sporting criteria are that licence applicants:

- invest in quality-driven youth development programmes;
- support football education and encourage non-football education of their youth players;
- foster medical care of their youth players;
- practise fair play on and off the pitch.

#### 6.3 Benefits for clubs

The first and main advantage of the sporting criteria is to "produce" football talents for the club's first-team squad every year. They also normally fit more easily and quickly into the first-team squad since they have partly trained with them, know their tactics and speak the same language. They lack only experience.

Under the FIFA transfer system, clubs that have trained players younger than 23 who are then transferred internationally receive financial compensation. Clubs will thus receive a return on their investment if they train young players. Programmes for improving relations and respect between coaches, officials, players and referees support the idea of fair play on and off the pitch. The image of the players and clubs will improve and on the other hand, fines for disciplinary sanctions can be reduced.



## 6.4 Criteria

6.4.1 "A" criteria

No.	Grade	Description
S.01	A	<ul> <li>Approved youth development programme The licence applicant must have a written youth development programme approved by the licensor. This education programme must include at least the following: <ul> <li>a) objectives and youth development philosophy;</li> <li>b) organisation of youth sector (organisational chart, bodies involved, relation to licence applicant, youth teams, etc.);</li> <li>c) personnel (technical, medical and administrative, etc.) <ul> <li>and required minimum qualifications;</li> <li>d) infrastructure available for youth sector (training and match facilities, etc.);</li> </ul> </li> <li>e) financial resources (available budget, contribution by licence applicant, players or local community etc.);</li> <li>f) a football education programme for the different age groups (playing skills, technical, tactical and physical);</li> <li>g) an educational programme on the Laws of the Game; <ul> <li>h)medical support for youth players (including medical checks).</li> </ul> </li> <li>The youth development programme must further show the licence applicant's commitment to and support of mandatory and complementary school education for youth players.</li> </ul></li></ul>
S.02	A	<ul> <li>Youth teams</li> <li>The licence applicant must have at least the following youth teams within its legal entity or affiliated to its legal entity:</li> <li>a) at least one youth team within the age range of 15 to 21;</li> <li>b) at least one youth team within the age range of 10 to 14.</li> </ul>



## Article **7** Infrastructure criteria

#### 7.1 Introduction

The criteria and requirements contained in this section are based mainly on the following documents:

- the Laws of the Game;
- the FIFA book Football Stadiums Technical Recommendations and Requirements.

On the basis of these documents as well as long-standing experience, strict minimum requirements have been established and are described in the following pages. Because the infrastructure criteria should be seen as long-term investments, several recommendations have been introduced which must be taken into consideration if a stadium is to be built or renovated in the short term (one to three years). These recommendations will probably be essential requirements for stadiums one day. Therefore, it would be appreciated if the recommendations were either already incorporated into the stadium planning or stadium adaptations began right away in order to improve quality standards on a voluntary basis.

The national law also needs to be taken into consideration when establishing the stadium and security requirements.

#### 7.2 **Objectives**

The objectives of the following infrastructure criteria are that licence applicants:

- have an approved stadium available for playing club competition matches that provides spectators and media and press representatives with a well-equipped, well-appointed and safe and comfortable stadium;
- have suitable training facilities for their players to help them improve their technical skills.



#### 7.3 Benefits for clubs

It is appreciated that nowadays people only follow events that are attractive, entertaining and are worth spending a certain amount of money on. A match between two football teams is no longer enough to bring people into a football stadium to watch a match live. Therefore, each club, together with the stadium owner and the local community, should try to provide a stadium that is attractive to visit, safe and secure, easily accessible by car (including parking facilities) and/or public transport, has comfortable seats with a close view of the pitch, clean hospitality facilities and shops, is equipped with hygienic and spacious toilets for both sexes, provides communication installations (loudspeakers and a video screen) and, finally, also offers interesting and exciting football on the pitch.

Finally, the comfort of a stadium is an important element in terms of having a large crowd to support the teams on the pitch.

#### 7.4 Criteria

7.4.1 "A" criteria

No.	Grade	Description
I.01	A	<b>Stadium – Certification</b> The stadium must be certified. The certification is defined according to national/local law and must include provisions related to safety and an evacuation plan. If such law does not exist, the licensor shall establish the content of the stadium certificate and the procedure in close cooperation with the appropriate body/bodies (e.g. local security authorities, the local hospital, fire brigade, police, etc.). The certificate issued by the appropriate body must not be older than two years at the beginning of the new club competition season.



1.02	A	<b>Stadium – Control room</b> Each stadium must have a control room which ensures an overall view of the inside of the stadium in accordance with the provisions of the applicable law or according to the requirements of the licensor, in consultation with the appropriate civil body (e.g. local police).
1.03	A	<b>Stadium – Capacity</b> The minimum capacity of the stadium shall be determined according to the average demand in the domestic championship.
1.04	A	<ul> <li>Stadium - Availability</li> <li>The licence applicant must have a stadium available to host club competitions.</li> <li>Alternative 1: The licence applicant legally owns the stadium.</li> <li>Alternative 2: The licence applicant may provide a written contract with the owner of a stadium or with owners of different stadiums it will use within the territory of the member association. This contract guarantees the use of the stadium for home matches in the coming season for which the club qualifies in sporting terms.</li> </ul>
1.05	A	<b>Stadium – Floodlighting</b> For evening matches, the stadium must be equipped with floodlight installations which comply with the standard values set by the confederation.
1.06	A	<b>Stadium – Spectator areas</b> Each stand within the stadium must be capable of being divided into separate sectors according to the requirements of the local security authorities or, if no such requirements exist, those of the licensor.



1.07	A	Stadium – First aid rooms and stadium doping control room Each stadium must be equipped with first aid room(s) to care for spectators in need of medical assistance. This must be done in accordance with local authority regulations, otherwise the licensor shall determine the exact number, size and location of the first aid room(s) in consultation with the appropriate civil body (e.g. local authorities for security and health). The doping control room must be near to the teams' and referees' dressing rooms and inaccessible to the public and the media.
1.08	А	<b>Field of play – Specification</b> The field of play must comply with the Laws of the Game and be: <i>Alternative 1:</i> Natural grass; <i>Alternative 2:</i> Artificial turf (according to the FIFA quality standards), subject to the relevant approvals.

## 7.4.2 *"B" criteria*

No.	Grade	Description
1.09	В	<ul> <li>Stadium – Ground rules</li> <li>Each stadium must issue stadium ground rules and affix them to the stadium in such a way that the spectators can read them. These rules must provide information on at least the following: <ul> <li>admission rights;</li> <li>abandonment or postponement of events;</li> <li>description of prohibitions and penalties, such as entering the field of play, throwing objects, use of foul or abusive language, racist behaviour, etc.;</li> <li>restrictions with regard to alcohol, fireworks, banners, etc.;</li> <li>seating rules;</li> <li>causes for ejection from the ground;</li> <li>risk analysis specific to the stadium.</li> </ul> </li> </ul>



I.10	В	<ul> <li>Training facilities – Availability to club</li> <li>The training facilities must be available to the club throughout the year.</li> <li>Alternative 1: The licence applicant legally owns the training facilities;</li> <li>Alternative 2: The licence applicant may provide written contract(s) with the owner(s) of the training facilities. This contract guarantees the use of the training facilities for the coming season for all club teams participating in a championship approved by the national/ regional association.</li> </ul>
I.11	В	<ul> <li>Stadium – Sanitary facilities</li> <li>Each stand must provide sufficient toilet facilities for both sexes in accordance with the local authority regulations or the licensor's requirements.</li> <li>These amenities must include washing facilities with at least cold water and a plentiful supply of towels and/or hand dryers.</li> <li>They must be bright, clean and hygienic and a procedure should be established to maintain that condition throughout each event.</li> </ul>

7.4.3 *"C" criteria* 

No.	Grade	Description
1.12	C	<ul> <li>Stadium – Individual seats</li> <li>The stadium must be equipped with individual seats that must be:</li> <li>fixed (e.g. to the floor);</li> <li>separate from the others;</li> <li>comfortable (anatomically formed);</li> <li>numbered; and</li> <li>have a backrest of a minimum height of 30cm when measured from the seat.</li> </ul>



I.13	С	<b>Stadium – Covered seats</b> The licensor shall determine the minimum number of individual seats which must be covered.
1.14	C	<b>Stadium – Accommodation of visiting supporters</b> At least five per cent of the certified total stadium capacity must be made available for accommodating visiting supporters in a separate area. This provision is subject to decisions by the competent bodies of the licensor and/or the local authority regarding safety and security (high-risk matches, etc.).
I.15	C	<ul> <li>Stadium – Signposting and directions</li> <li>All public direction signs inside and outside the stadium must be presented in internationally understandable pictographic language.</li> <li>Clear, comprehensive signposting must be provided at the stadium approaches and around and throughout the stadium to point the way to the different sectors.</li> </ul>
I.16	C	<ul> <li>Stadium - Media and press facilities</li> <li>There must be suitable media and press facilities (working room and press conference room).</li> <li>The licensor shall determine the content of this provision according to the actual needs of its media, taking into consideration the following recommendations, and in consultation with the appropriate media bodies (e.g. media committee):</li> <li>specific media entrance to the stadium or entrances if there is separate access for photographers and TV personnel;</li> <li>reception desk or room where late accreditation/media information can be collected;</li> <li>permanent press seats, equipped with desks big enough to accommodate a laptop computer, a notepad and a telephone;</li> <li>power supply and phone/modem connections at each desk;</li> </ul>



		<ul> <li>media working room accommodating a minimum of persons (unless separate facilities are provided), including photographers (to be determined according to the average demand in the domestic championship);</li> <li>toilet facilities for both sexes;</li> <li>press conference room with a suitable number of seats (to be determined according to the average demand in the domestic championship);</li> <li>press conference room to be equipped with a sound system and split box;</li> <li>photographers with heavy equipment should have parking spaces available as close to the access point as possible and/or a drop-off point where they can unload equipment from vehicles;</li> <li>the licensor determines a minimum number of seats in the press box according to the average demand in its domestic championship.</li> </ul>
I.17	С	<b>Stadium – Spectators with disabilities</b> The licensor shall set up requirements to accommodate disabled spectators and accompanying persons safely and comfortably.

## Article 8 Personnel and administrative criteria

#### 8.1 Introduction

Nowadays a football club is not only a sports club but is also in contact with other parties. The members, the supporters, the media, the sponsors, the suppliers, the commercial partners, the local community and, in some cases, the shareholders of the football club are increasingly involved and interested in the development and results of a football club.

Therefore, professional support should be sought from specialists from various economic fields and industries (e.g. marketing, finance, entertainment and media). They can share their knowledge and experience with today's football clubs to better satisfy the needs and demands of participants and stakeholders in football, who must be



treated as customers. Football clubs already operate in a competitive environment on the sporting side and they are increasingly becoming involved in an economic competition. Clubs must strengthen profitability in the long term. Football clubs should look for new and different sources of revenue in addition to the existing ones (TV, gate receipts, sponsors) in order to be more independent of the income from the club's sporting success and have a greater chance of functioning as a financially successful entity.

In this respect, football clubs need advice from other professionals, namely experienced, well-educated and innovative people who can bring different skills and know-how into the club and help to satisfy the additional needs and demands of football today.

#### 8.2 **Objectives**

The objectives of the personnel and administrative criteria are to:

- manage licence applicants in a professional way;
- make well-educated, qualified and skilled specialists with a certain know-how and experience available to licence applicants;
- provide the players of the first and other teams with training by qualified coaches and support from the necessary medical staff.

## 8.3 Benefits for clubs

Professional, well-educated and experienced staff is of key importance to run a football club in an efficient and effective manner. Being professional at all levels and in all functions does not mean that licence applicants must recruit only full-time staff. The focus is on the professional manner in which the persons appointed perform their duties. Each criterion in this section is really important for the smooth and successful running of the club and every club should be able to afford these staff in financial terms. Professionalism will also be improved if clubs define clear profiles for these staff which include the main activities, the main responsibilities (technical, financial and decision-making power, if applicable) and the requirements for the job (education, work experience, technical know-how, IT skills, human competences, language skills and others including football knowhow).

It is up to the decision-making body of the licence applicant to look for people who meet the set requirements and to engage those



candidates that comply with the defined profile (e.g. full-time, parttime, voluntary).

Qualified coaches are the basis for high-quality education within the football teams. In order to achieve this objective, licence applicants need the support of the member association to establish a coach education programme. To improve the football skills of the youth teams as well as the first-team squad in all aspects (technically, tactically and physically), trained and qualified coaches are needed. Each youth player who dreams of becoming a professional footballer is entitled to the best-qualified coaches from the youngest age. Other skills (e.g. psychological training, media training, social skills and language skills) are necessary and must be achieved through specific training organised by the member association with a view to issuing a licence for coaches. This is not only desirable but is a must.

#### 8.4 Criteria

8.4.1 "A" criteria

No.	Grade	Description
P.01	A	<b>Club secretariat</b> The licence applicant must have available office space to run its administration. The required surface of the office(s) and the required minimum technical infrastructure including telephone, fax, internet access and e-mail must be available. The licence applicant must have appointed the appropriate number of skilled secretarial staff according to its needs to run its daily business. It must also ensure that its office is open to communicate with the licensor and the public.
P.02	А	<b>General manager</b> The licence applicant must have appointed a general manager responsible for running its daily business (operative matters). The appointment must have been made by the appropriate body (e.g. executive board) of the licence applicant.



P.03	A	<ul> <li>Finance officer</li> <li>The licence applicant must have appointed a qualified finance officer responsible for its financial matters, who can be either a person working in the club's administration or an external partner mandated by the club through a written contract.</li> <li>The appointment must have been made by the appropriate body of the licence applicant.</li> </ul>
P.04	A	Security officer The licence applicant must have appointed a qualified security officer (with a specific diploma or experience) responsible for safety and security matters. The appointment must have been made by the appropriate body of the licence applicant.
P.05	A	<b>Doctor and physiotherapist</b> The licence applicant must have appointed at least one doctor and one physiotherapist responsible for providing medical support and advice to the first-team squad as well as doping prevention policy. He must ensure medical support during matches and training. The doctor must be recognised and certified by the appropriate national health authorities and be duly registered with the member association or league.
P.06	A	<ul> <li>Head coach of first-team squad</li> <li>The licence applicant must have appointed a head coach responsible for the football matters of the first-team squad.</li> <li>The head coach must: <ul> <li>a) hold the highest available coaching licence of the member association of the territory on which the licence applicant is situated or any valid foreign diploma which is equivalent to this one and recognised by the confederation as such;</li> <li>b) already have started the required education course recognised by the member association that will allow him to achieve the required diploma as defined under a) above; or</li> </ul> </li> </ul>



c) hold a "recognition of competence" issued by the member association if he has a minimum of five years' practical experience as head coach at any top or seconddivision club in the association. The head coach must be duly registered with the member association or league. The appointment of the head coach must have been made by the appropriate body of the licence applicant. P.07 Head of youth development programme Α The licence applicant must have appointed a head of youth development programme responsible for running the daily business and the technical aspects of the youth sector. The head of youth development programme must: a) hold the second-highest available coaching licence of the member association of the territory on which the licence applicant is situated; b)already have started the required education course recognised by the member association that will allow him to achieve the required diploma as defined under a) above or: c) hold a "recognition of competence" issued by the member association if he has a minimum of two years' practical experience as head of youth development in any top or second-division club in the association. The head of youth development programme must be duly registered with the member association or league. The appointment of the head of youth development programme must have been made by the appropriate body of the licence applicant. P.08 Youth coaches Α The licence applicant must have appointed at least one coach responsible for all football matters for each mandatory youth team (cf. S.02). The youth coach must hold the minimum qualification as defined by the licensor. He must be duly registered with

> the member association or league. The appointment must have been made by the appropriate body of the licence applicant.



P.09	A	<ul> <li>Safety and security organisation – Stewarding</li> <li>The licence applicant must have established safety and security measures for home matches through the engagement of stewards. For this purpose, it must: <ul> <li>a) employ stewards;</li> <li>b) conclude a written contract with the stadium owner to provide the stewards; or</li> <li>c) conclude a written contract with an external security company to provide stewards.</li> </ul> </li> <li>The licence applicant must provide appropriately qualified stewards (internal or external).</li> </ul>
		stewards (internal of external).

8.4.2 *"B" Criteria* 

No.	Grade	Description
P.10	В	<b>Rights and duties</b> The rights and duties of the licence applicant's staff members defined in P.01 to P.09 must be defined in writing.
P.11	В	<b>Duty to notify significant changes</b> Any event occurring after the submission of the licensing documentation to the licensor representing a significant change compared to the information previously submitted relating to criteria P.01 to P.08 must be notified to the licensor by the set deadline.



# Article 9 Legal criteria

#### 9.1 Introduction

This criteria defines the minimum legal criteria for licence applicants.

It is of fundamental importance that the sporting integrity of club competitions be protected. To that end, FIFA and the confederations reserve the right to intervene and to take appropriate action in any situation in which it transpires that the same natural and legal person is in a position to influence the management, administration and/or sporting performance of more than one club participating in the same club competition.

#### 9.2 Criteria

## 9.2.1 "A" criteria

No.	Grade	Description
L.01	A	<ul> <li>Declaration in respect of participation in club competitions</li> <li>The licence applicant must submit a legally valid declaration confirming the following: <ul> <li>a) it recognises as legally binding the statutes, rules and regulations and decisions of FIFA, the confederation, the member association and, where such exists, of the national league;</li> <li>b) it recognises the exclusive jurisdiction of CAS (the Court of Arbitration for Sport in Lausanne) for any dispute of international dimension and in particular involving FIFA and/or the confederations;</li> <li>c) it recognises the prohibition on recourse to ordinary courts under the FIFA Statutes and the confederation statutes;</li> <li>d) at national level it will play in competitions that are recognised and endorsed by the member association (e.g. national championship, national cup);</li> </ul> </li> </ul>



		<ul> <li>e) at continental level it will participate in competitions recognised by the confederation. For the avoidance of doubt, this provision does not relate to friendly matches;</li> <li>f) it undertakes to abide by and observe the provisions and conditions of the national regulations;</li> <li>g) all submitted documents are complete and correct;</li> <li>h) it authorises the competent club licensing authority to examine documents, seek information and, in the event of any appeal procedure, seek information from any relevant public authority or private body in accordance with national law;</li> <li>i) it acknowledges that the confederation reserves the right to execute spot checks at national level reviewing the assessment process and the decision-making;</li> <li>j) it acknowledges that FIFA reserves the right to execute spot checks at national level to review the assessment process and the decision-making in case the confederation fails to implement and execute a spotcheck procedure at national level.</li> <li>This declaration must be executed by an authorised signatory no more than three months prior to the licensor.</li> </ul>
L.02	А	<ul> <li>Statutes and extract of register</li> <li>The licence applicant must submit the following information:</li> <li>a) a copy of valid statutes;</li> <li>b) an extract from a public register (e.g. trade register) containing information on the licence applicant (such as name, address, legal form, list of authorised signatories and type of required signature).</li> </ul>
L.03	А	<b>Ownership and control of clubs</b> The licence applicant must submit a legally valid declaration outlining the ownership structure and control mechanism of the clubs and confirming the following: No natural or legal person involved in the management, administration and/or sporting performance of the club, either directly or indirectly:



- a) holds or deals in the securities or shares of any other club participating in the same competition;
- b)holds a majority of the shareholders' voting rights of any other club participating in the same competition;
- c) has the right to appoint or remove a majority of the members of the administrative, management or supervisory body of any other club participating in the same competition;
- d)is a shareholder and alone controls a majority of the shareholders' voting rights of any other club participating in the same competition pursuant to an agreement entered into with other shareholders of the club in question;
- e) is a member of any other club participating in the same competition;
- f) is involved in any capacity whatsoever in the management, administration and/or sporting performance of any other club participating in the same competition;
- g)has any power whatsoever over the management, administration and/or sporting performance of any other club participating in the same club competition.

This declaration must be executed by an authorised signatory no more than three months prior to the corresponding deadline for its submission to the licensor (cf. F.01).



FIFA CLUB LICENSING REGULATIONS [2008 ED.]

#### **II. FIFA CLUB LICENSING REGULATIONS**

## Article **10** Financial criteria

#### 10.1 Introduction

The preparation and presentation of financial statements by entities differs from country to country due to a variety of social, economic and legal circumstances and due to different countries having in mind different users of financial statements when setting national requirements.

FIFA recognises that the implementation of the financial criteria in the national regulations presents a challenging task for many member associations and clubs.

#### 10.2 **Objectives**

The financial criteria aim principally to:

- improve the economic and financial capability of the clubs;
- increase clubs' transparency and credibility; and
- place the necessary importance on the protection of creditors.

#### 10.3 Benefits

Implementation of the financial criteria will help deliver both shortand long-term improvements for clubs, the licensors and the football family in general.

For the football family in general, the financial criteria should help to:

- safeguard the continuity and integrity of competitions;
- increase the transparency and credibility of clubs' financial operations;
- improve confidence in the probity of the football industry;
- create a more attractive market for the game's commercial partners and investors; and
- provide the basis for fair competition, because competition is not just about the teams on the pitch.

For the licensors, the financial criteria should help to:

- improve their understanding of the financial position and prospects of their member clubs;
- encourage clubs to settle liabilities to creditors on a timely basis;



- enhance transparency in the money flow of clubs;
- enhance their ability to be proactive in assisting clubs with financial issues; and
- provide a starting point for club benchmarking at a national level for those licensors and clubs who want to develop this aspect.

For the clubs, the financial criteria should help to:

- improve the standards and quality of financial management and planning activities;
- enable better management decision-making;
- enhance clubs' financial and business credibility with stakeholders;
- improve financial stability; and
- enhance revenue-generating ability and cost management.

## 10.4 Criteria

Every licensor must ensure that, in respect of the clubs which qualify for club competitions, the following minimum criteria are met. The licensor may develop additional criteria, information requirements and assessment procedures for implementation in the national regulations.

No.	Grade	Description
F.01	A	<ul> <li>Annual financial statements – audited</li> <li>Regardless of the legal structure of the licence applicant, annual financial statements consisting of a balance sheet, profit and loss account and notes based on the local legislation for incorporated companies shall be prepared and audited by independent auditors.</li> <li>The financial statements must include the following minimum information in respect of the balance sheet:</li> <li><i>Current assets</i> <ol> <li>cash and cash equivalents;</li> <li>accounts receivable from player transfers;</li> <li>accounts receivable from group entities and related parties;</li> <li>accounts receivable – other;</li> <li>inventories;</li> </ol> </li> </ul>



#### Non-current assets

- vi) tangible fixed assets;
- vii) intangible assets players;
- viii) intangible assets others;
- ix) investments;

#### Current liabilities

- x) bank overdrafts and loans;
- xi) accounts payable relating to player transfers;
- xii) accounts payable to group entities and related parties;
- xiii) accounts payable other;
- xiv) tax liabilities;
- xv) short-term provisions;

#### Non-current liabilities

- xvi) bank and other loans;
- xvii) other long-term liabilities;
- xviii) tax liabilities;
- xix) long-term provisions;

#### Net assets/liabilities

xx) net assets/liabilities;

#### Equity

- xxi) treasury shares;
- xxii) issued capital and reserves.

The minimum requirements for the content in respect of profit and loss account are as follows

#### Revenue

- i) gate receipts;
- ii) sponsorship and advertising;
- iii) broadcasting rights;
- iv) commercial;
- v) other operating income;



#### Expenses

- vi) cost of sales/materials;
- vii) employee benefits expense;
- viii) depreciation and amortisation;
- ix) impairment of fixed assets;
- x) other operating expenses;

#### Other

- xi) profit/loss on disposal of assets
- xii) finance costs;
- xiii) tax expense;
- xiv) profit or loss after taxation.

Notes on the annual financial statements shall be presented in a systematic manner. Each item on the face of the balance sheet and profit and loss account shall be crossreferenced to any related information in the notes. The minimum requirements for disclosure in the notes are as follows:

a)Accounting policies

The basis for preparation of the financial statements and a summary of the significant accounting policies used:

#### b)Controlling party

When the reporting entity is controlled by another party, there must be disclosure of the related-party relationship and the name of that party and, if different, that of the ultimate controlling party. If the controlling party or ultimate controlling party of the reporting entity is not known, that fact shall be disclosed;

c) Ultimate owner

There must be disclosure of the owner(s) of the licence applicant. When the reporting entity is controlled by another party there must be disclosure of the ultimate owner(s) controlling such third party;



#### d)Related-party transactions

If there have been transactions between related parties during the period, the reporting entity shall disclose the nature of the related-party relationship, as well as information about the transactions during the period and outstanding balances at the period end necessary for an understanding of the potential effect of the relationship on the financial statements; and

#### e) Other disclosure

Any additional information or disclosure that is not presented on the face of the balance sheet, profit and loss statement or cash-flow statement, but is relevant to an understanding of any of those statements and/or is required to meet the minimum financial information requirements.

# F.02ANo payables overdue towards football clubs arising<br/>from transfer activities

The licence applicant must prove that it has no payables overdue (e.g. final and binding decisions of the FIFA Players' Status Committee, the FIFA Dispute Resolution Chamber and the Court of Arbitration for Sport) towards football clubs arising from transfer activities as at 31 December of the year preceding the season to be licensed, unless by the following 31 March they have been fully settled, deferred by mutual agreement with the creditor or are subject to a not obviously unfounded dispute submitted to a competent authority.



# F.03 A No payables overdue towards employees and social/ tax authorities

The licence applicant must prove that, in respect of contractual and legal obligations with its current and former employees (including all professional players according to the applicable FIFA Regulations on the Status and Transfer of Players, the general manager (P.02), the finance officer (P.03), the security officer (P.04), the doctor and the physiotherapist (P.05), the head coach of first-team squad (P.06), the head of youth development programme (P.07) and the youth coaches (P.08); list exhaustive), it has no payables overdue towards employees and social/tax authorities as at 31 December of the year preceding the season to be licensed, unless by the following 31 March they have been fully settled, deferred by mutual agreement with the creditor or are subject to a not obviously unfounded dispute submitted to a competent authority.



FIFA CLUB LICENSING REGULATIONS [2008 ED.]

# **III. FINAL PROVISIONS**

# Article **11** Obligations

- 1. The confederation shall establish confederation regulations by the 2009-2010 season at the latest.
- 2. The member associations shall then transform the confederation regulations into national regulations and implement the club licensing system at national level by the 2010-2011 season at the latest.
- 3. The confederation shall support the associations with the setting up, developing and implementing of the club licensing system at national level.

# Article **12** Spot checks and sanctions by confederations

- 1. The confederation shall implement a spot-check procedure and carry out spot checks with the licensor in order to ensure that the licence was correctly awarded at the time of the final and binding decision.
- 2. FIFA has the right to ask a confederation to carry out a specific spot check.
- 3. The confederations shall send FIFA comprehensive reports about the result of the spot checks at FIFA's request.
- 4. If the confederation realises that a licensor issued a licence in breach of national regulations, the relevant association shall be sanctioned by the confederation's disciplinary committee in accordance with the confederation's disciplinary code or other relevant regulations.
- 5. FIFA and the confederations shall cooperate with each other.



# Article **13** Spot checks and sanctions by FIFA

- 1. In the event that a confederation fails to implement a spot-check procedure, does not carry out spot checks with the licensor or does not send, at FIFA's request, comprehensive reports about the result of the spot checks to FIFA, FIFA shall set the confederation a deadline to do so. If this deadline is not respected by the confederation, FIFA has the right to carry out the spot checks directly. The licensor is obliged to cooperate with FIFA for this purpose and provide FIFA with full access to the files.
- 2. If FIFA realises that a licensor has issued a licence in breach of national regulations, FIFA shall inform the relevant confederation in order to sanction the relevant association in accordance with article 12. In the event that the confederation fails to take action or fails to impose sanctions, FIFA shall set the confederation a deadline to do so. If this deadline is not respected by the confederation, the FIFA Disciplinary Committee has the right to sanction the relevant association directly in accordance with the FIFA Disciplinary Code.

# Article **14** Diverging texts

The FIFA regulations exists in the four languages of FIFA (English, French, German, Spanish). In the event of any discrepancy between the four texts, the English version shall be authoritative.



# **III. FINAL PROVISIONS**

# Article **15** Adoption and enforcement

These regulations were adopted by the FIFA Executive Committee on 29 October 2007 and come into force on 1 January 2008.

Zurich, 29 October 2007

For the FIFA Executive Committee:

President: Joseph S. Blatter General Secretary: Jérôme Valcke

12.07 rva 9000 MAV/nlo/pma







FIFA Stadium Safety and Security Regulations



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Preamble

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#### **II. SAFETY AND SECURITY MANAGEMENT**

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#### DEFINITIONS

**All-seater stadium:** A stadium that only has seating, or a stadium in which terraced (standing) areas are closed to spectators.

**Association:** A football association recognised by FIFA. It is a member of FIFA unless a different meaning is evident from the context.

**Award ceremony:** The ceremony immediately following the conclusion of the final match of the competition, during which the competition trophy and/or medals and/or other awards are presented to the players.

**Chief steward:** The senior steward responsible for the deployment and management of the other stewards.

**Competent person:** A person shall be regarded as occupationally competent if he has sufficient training and experience to meet the national occupational standards relevant to the tasks within their identified role.

**Confederation:** A group of associations recognised by FIFA that belong to the same continent (or assimilable geographic region).

**Contingency plan:** A contingency plan is prepared by the stadium management and sets out the action to be taken in response to incidents occurring at the venue which might prejudice public safety or security or disrupt normal operations. Also referred to as a stadium contingency plan.

**Emergency plan:** An emergency plan is prepared and owned by the emergency services for dealing with a major incident at the venue or in the vicinity. Also known as an emergency procedure plan or major incident plan.

Event: See "FIFA event".

**Event organiser:** The entity organising a FIFA event, such as the LOC, association, confederation or any other agency.

**Exit:** A stairway, gangway, passageway, ramp, gateway, door, or any other means of passage used to leave the stadium and its accommodation.



**Field of play:** The playing surface whose measurements comply with the Laws of the Game and upon which any match is played within a stadium, including any areas immediately behind the goal lines and touch lines.

FIFA: Fédération Internationale de Football Association.

**FIFA event:** Subject to the provisions contained herein, any match, tournament or competition being played under the direct operational administration of FIFA.

Host nation: The country in which a FIFA event is being held.

**Inner perimeter:** The perimeter that immediately surrounds the stadium building, which usually contains the turnstiles. This perimeter may comprise the stadium walls.

LOC: Local Organising Committee.

**Match:** Any football match in its entirety (including replays, extra time and penalty shoot-outs) that takes place as part of the competition.

Match day: The day on which any match takes place.

**Match organiser:** An organisation or group that is responsible for delivering a FIFA match (see "Event organiser").

**Maximum safe capacity:** The total number of spectators that can be safely accommodated in a stadium or section of a stadium.

**Member association:** Any association that has been admitted into membership of FIFA by the Congress.





#### DEFINITIONS

**Mixed zone:** The area designated by FIFA and/or the association which is to be located between the team dressing rooms and the dedicated team bus pick-up area, where players may be interviewed by media representatives.

National security officer: As defined in article 5.

**Official:** A board member, committee member, referee, assistant referee, coach, trainer or any other person responsible for technical, medical or administrative matters at FIFA, a confederation, association, league or club.

**Official competition:** A competition for representative teams organised by FIFA or any confederation.

**Operations manual:** A manual which sets out the way a stadium operates on a daily basis. It should include but not be limited to the stewarding plan, medical plan, planned preventative maintenance schedule, fire risk assessment, event day procedures, contingency plans, capacity calculations, site plans and details of safety equipment.

**Opening ceremony:** The ceremony immediately preceding the first match of the competition.

Organiser: See "Event organiser".

**Outer perimeter:** The perimeter outside the inner perimeter, beyond which only officially accredited personnel and match ticket holders are entitled to pass on match days.

**Place of reasonable safety:** A place within a building or structure that provides protection from the effects of fire and smoke for a limited period of time. This place, usually a corridor or stairway, will normally have a minimum of 30 minutes' fire resistance (unless otherwise stipulated under the host country's fire safety regulations) and allow people to continue their escape to a place of safety.



**Place of safety:** A place, away from the building, in which people are in no immediate danger from the effects of fire.

**Player:** Any football player licensed by an association.

Safety and security management team: As defined in article 3.

Senior national security advisor: As defined in article 5.

**Spectator accommodation:** The area of a ground or structure in the ground provided for the use of spectators, including all circulation areas, concourses and the viewing areas.

**Sports hall:** Usually a multipurpose building containing indoor football pitches used for FIFA Futsal World Cups. In these regulations, any reference to a stadium shall also mean sports halls used for FIFA Futsal World Cups.

**Stadium:** Any stadium at which a match is played. This includes the entire premises (to the extent that an accreditation card is required in order to gain access) of the stadium facility inside the outer perimeter fence and (on match days and on any day on which any official team training session takes place within the stadium) the aerial space above such stadium premises. "Stadium" shall also include all parking facilities, VIP/VVIP and hospitality areas, media zones, concession areas, commercial display areas, buildings, the field of play, the pitch area, the broadcast compound, the stadium media centre, the stands and the areas beneath the stands.

Stadium safety and security management team: As defined in article 3.

**Stadium security officer:** As defined in article 5. Also known as a stadium safety officer.





#### DEFINITIONS

**Stadium authority:** The legal entity (whether a privately owned company or governmental entity) with the ultimate, ongoing, management and operational control of a stadium used for a particular event; the legal entity that grants the legal right to use the stadium for the particular event as identified in the lease agreement for that event.

Steward: As defined in article 13.

STC: Stadium ticketing centre.

TCP: Ticketing clearing point.

**Temporary demountable structure:** Any structure erected on a temporary basis at a stadium, including stands, standing terraces, hospitality areas, award ceremony platforms and media installations.

**Ticket terms & conditions:** The terms and conditions established by FIFA which apply to the use of match tickets and which set forth the rules applicable to all holders of match tickets.

**Viewing area:** Seats, terraces, sky boxes and hospitality suites etc., from which spectators can observe the match.

**VOC:** A venue operation centre (VOC) is a designated room or area within the stadium from which all safety and security operations are controlled and managed.

**Vomitory:** An access route built into a gradient of a stand which directly links spectator accommodation to concourses and/or routes for ingress, egress or emergency evacuation.

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





### Preamble

These regulations are intended to make organisers of FIFA events aware of their duties and responsibilities before, during and after matches in relation to safety and security at the stadium.

These regulations contain the minimum safety and security measures that event organisers and stadium authorities must take to ensure safety, security and order at the stadium.

LOCs/event organisers, associations and clubs/stadium authorities must take all reasonable measures necessary to ensure safety and security at the stadium. LOCs/event organisers, associations and clubs/stadium authorities are responsible for the behaviour and competence of the persons entrusted with the organisation of a FIFA event.





#### I. GENERAL PROVISIONS

# Scope of application

**1.** The host associations of FIFA events shall apply these regulations (including qualifying and final competition matches) when these events are under the direct administration of FIFA.

**2.** Furthermore, FIFA recommends that these regulations be used as guidelines for all international matches in accordance with the FIFA Regulations Governing International Matches.

**3.** If an association or confederation arranges an event that will be administrated and governed by its own competition regulations, the respective association's or confederation's own safety and security regulations shall apply and these regulations may only serve as guidelines.

**4.** These regulations constitute the minimum requirements; however, when the respective association's or confederation's safety and security provisions are stricter or more exhaustive than some or all of the principles established hereinafter, those safety and security provisions shall prevail.





# 2 Basic principles

**1.** Successful stadium safety and security strikes the right balance between stadium design and stadium management. Guidance on new builds and stadium refurbishments can be found in the FIFA publication *Football Stadiums – Technical Recommendations and Requirements*, which should be used as a reference for all FIFA events together with the latest version of this document.

**2.** A stadium may only be used to host a FIFA event if the structural and technical condition of the stadium complies with the host nation's safety requirements and a safety certificate has been issued by the relevant authority.

**3.** The laws, regulations, ordinances and administrative directives in place for the construction and technical facilities of stadiums shall be respected.

**4.** The maximum number of spectators admitted into the stadium shall not exceed the stadium's agreed maximum safe capacity.





# Definitions and requirements

**1.** For the purposes of these regulations, the safety and security management team is defined as those persons appointed by the association, event organiser and host nation who are responsible for all aspects of safety and security at a FIFA event. The exact composition of this group will depend on the size and type of the FIFA event, but its leading members will always be the national security officer and the senior national security advisor, as defined hereinafter. Further guidance and support should be sought from representatives of all relevant agencies and stakeholders such as the fire, emergency and medical services. A formal mandate should be established for this group, stating lines of communication, levels of responsibility and deliverables.

**2.** Furthermore, every stadium used during a FIFA event shall have a stadium safety and security management team, which will be headed by the stadium security officer, as defined hereinafter, and the senior local police commander responsible for police activities in and around the stadium.

# 4

# Responsibility

**1.** Associations are responsible for appointing an occupationally competent national security officer, as defined hereinafter.

**2.** The associations, through the national security officer and the stadium safety and security management team as defined hereinafter, are responsible for ensuring the safety and security of all spectators, players, officials, VIPs/VVIPs and any person present at a stadium hosting a FIFA event.

**3.** If the association, event organiser or stadium authority has no legal authority to arrange the necessary safety and security measures, it must cooperate with the relevant host nation authorities to ensure that they are in place. If any of the FIFA Stadium Safety and Security Regulations are not in place, the association must be informed immediately, who in turn must inform FIFA.



**4.** The association must ensure that the stadium safety and security management team is aware of and fully understands the obligations placed upon them, including:

**a)** The requirements of the stadium safety certificate to be issued by the relevant authority.

**b)** The requirements for a safety certificate for any temporary demountable structures.

**c)** The host nation's/confederation's/association's stadium safety and security regulations.

d) The FIFA Stadium Safety and Security Regulations.

**e)** The FIFA publication *Football Stadiums – Technical Recommendations and Requirements.* 

**f)** FIFA Medical Assessment and Research Centre (F-MARC) – *Football Emergency Medicine Manual.* 

**g)** The host nation's fire safety legislation.

**h)** The host nation's health and safety at work legislation.

i) The host nation's legislation relating to people with disabilities.

j) The host nation's civil contingencies legislation and/or guidelines.

**k)** Insurance requirements, where applicable.

**I)** Any other specific laws of the host nation that may have relevant safety or security implications.

**m)** Any other stadium regulations or policies that may have relevant safety or security implications.

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# 5 Staffing

The following key appointments are required in order to ensure that both the safety and security management and stadium safety and security management teams are properly staffed. The details of the requirements, competences and status of the key appointments can be found in **Annexe** 

# a) National security officer

- i) Every member association shall appoint a national security officer. This person must have experience of working with public authorities and the police services, as well as prior knowledge of event organisation issues, spectator supervision and event safety and security matters.
- ii) The national security officer shall be responsible for developing, coordinating and delivering the safety and security concept across a FIFA event, including at training sites, official hotels, transport hubs, etc.
- iii) The national security officer shall assume responsibility for the ongoing education and training of all stadium security officers employed during events. He shall also conduct all briefings, devise a training and education programme and be available to provide guidance and advice to all stadium security officers.

## b) Senior national security advisor

Every member association, in conjunction with its national authorities, shall appoint a senior national security advisor, who must be a serving senior police officer. Although not a full-time post, this role will serve as a vital link between the event organiser and the national and local authorities during the build-up to a FIFA event and through to its conclusion.



# c) Stadium security officer

The event organiser, in consultation with the national security officer, is responsible for appointing an occupationally competent stadium security officer for each stadium to be used during the FIFA event. The stadium security officer shall be responsible for all safety and security matters at the designated stadium.

# 6 Stadium safety and security planning

When preparing to host a FIFA event, the stadium safety and security management team shall:

**a)** Ensure that a spectator safety and security policy document for the stadium is created (see article 8).

**b)** Ensure that written and tested stadium contingency plans are created (see article 9).

**c)** Agree with local authorities on emergency procedures and major incident plans (see article 10).

**d)** Agree with authorities on the level of policing and support from other agencies.

**e)** Agree on procedures for accommodating all spectators, including those with disabilities, the elderly, families and children and, where appropriate, supporters of visiting teams.





# Stadium risk assessments

**1.** The stadium security officer is responsible for the production of risk assessments for all matches including any ancillary activities, such as opening or award ceremonies. Input should be provided by local and, when required, national authorities and all relevant emergency services, such as fire, civil emergency and ambulance services.

**2.** The risk assessment should consist of the following steps, all of which should be documented:

**a)** Identify the risks to which spectators, VIPs/VVIPs, players and/or officials or any other person present at the stadium may be exposed.

**b)** Determine who may be affected and how.

c) Evaluate the risks and decide on the precautions to be taken.

**d)** Record the findings and implement risk reduction and/or risk mitigation measures.

**e)** Continually assess and review the measures and revise them where necessary.

**3.** The risk assessment should include consideration of the following factors:

a) Political tensions at national, local or team supporter level.

**b)** Terrorist threats – to be identified by national and local authorities.

c) Historical enmity between teams or their supporters.

**d)** Likelihood of supporters arriving without tickets or expected numbers of counterfeit tickets.



TABLE OF CONTENTS SAFETY STADIUM AND SECURITY REGULATIONS **e)** The need for spectator segregation and the numbers of groups requiring segregation.

**f)** Supporters with a history of using pyrotechnics or any other dangerous objects, including laser pointers.

**g)** The possibility of racist or aggressive language, banners or behaviour.

**h)** The layout and size of the stadium including sponsor and concession activities.

i) The expected attendance.

j) The familiarity of the spectators with the stadium.

**k)** Expected behaviour of spectators, including the likelihood of pitch invasion, violence or standing in seated areas.

**I)** Expected flow rate through the controlled points of entry including search requirements.

**m)** Auxiliary activities, such as opening, closing or award ceremonies.

n) Hospitality facilities.

o) Times and duration of the match(es).





# Spectator safety and security policy document

**1.** The host association shall create common safety and security regulations or a safety and security manual, including counter-terrorism measures, in line with national laws and regulations.

**2.** In line with the above, the national security officer and stadium safety and security management team shall produce a spectator safety and security policy document for each stadium to be distributed to all stakeholders. The policy document should clearly state:

**a)** The event organiser's and host nation's philosophy on safety and security.

**b)** With whom ultimate responsibility lies for safety and security at the stadium.

**c)** To whom responsibility is delegated.

d) The chain of command and lines of reporting.

**e)** How the safety and security policy is to be implemented and communicated.

f) Who the key stakeholders are.





# 9 Stadium contingency plans

**1.** The stadium safety and security management team, in conjunction with relevant expert agencies and organisations, should assess the risk of any incident occurring at the stadium which might prejudice safety and security or disrupt normal operations. In conjunction with local authorities, contingency plans shall be developed to determine specific actions and/or the mobilisation of specialist or additional resources.

2. As a guideline, contingency plans should be established for the following:

# a) Fire

- **b)** Terrorist attack
  - i) bomb threat or actual bomb attack
  - ii) suspect package
  - iii) shooting
  - iv) airborne attack
  - v) suicide bombing
  - vi) chemical, biological, radiological or nuclear attacks
- c) Buildings and services
  - i) damage to structures
  - ii) power cut or failure
  - iii) passenger lift or escalator failure (if applicable)
  - iv) gas leak or hazardous materials incident
- d) Safety equipment failure
  - i) turnstile or spectator entry counting system
  - ii) automated turnstile mechanism (free flow of spectators or prevention of access)
  - iii) closed circuit television
  - iv) public address system
  - v) electronic video screens (giant screens)
  - vi) safety and security communication systems
  - vii)fire warning, detection and other fire safety systems

#### **II. SAFETY AND SECURITY MANAGEMENT**

e) Crowd control

- i) surging or crushing
- ii) pitch incursion/invasion
- iii) late arrivals or delayed start
- iv) lockouts including progressive turnstile closure
- v) disorder at the stadium
- vi) ticket forgery and illegal ticket touting
- vii) overcrowding of the stadium or a section of the stadium

f) Emergency evacuation (by section or the entire stadium)

**g)** Severe adverse weather (such as lightning strikes, flash floods, high winds, hurricanes)

h) Natural disasters (such as earthquakes, volcanic eruptions)

i) Strategy if a match is abandoned, postponed or delayed

# **10** Stadium emergency plans

**1.** The local emergency services are required to prepare an emergency plan (also known as an emergency procedure plan or major incident plan) for dealing with any major incident occurring in or around the stadium. It is the responsibility of the senior national security advisor to ensure compliance with this requirement.

**2.** There must be consultation between the stadium security officer, the police, fire and ambulance services, the local health authority, the local government authority and the event organiser, in order to produce an agreed plan of action for all potential emergencies.

**3.** Although contingency plans are prepared by the stadium safety and security management team and emergency plans by the local emergency services, the two plans must be compatible.





# 11 Terrorism

**1.** FIFA events are exposed to greater threats than may normally be present in the host nation and this includes acts of terrorism. When preparing plans for FIFA events, specific attention must be given to this threat and the fullest support secured from competent local and national authorities. Expert advice should be provided by the appropriate national authorities and, where required, international agencies.

**2.** The stadium safety and security management team must implement basic countermeasures as part of their daily "housekeeping". As a minimum, stadiums (including areas within the outer perimeter) must be searched by trained personnel prior to it being handed over for event use. Once a stadium has been searched, it must be suitably guarded by security to prevent unauthorised access. Furthermore, all vehicles and personnel entering a secured stadium must be searched.

**3.** Advice and guidance shall be provided by the senior national security advisor on all matters relating to terrorism.

**4.** Guidelines on basic countermeasures and stadium searches are contained in **Annexe B**.



# 12 Record keeping

**1.** The stadium security officer is responsible for overseeing and retaining all safety and security records for each match. These should include:

**a)** Details of all pre-event inspections and making note of any deficiencies or additional requirements along with an action plan to address these requirements.

**b)** Details of any pre-event training given to stewards and other stadium staff or existing qualifications held.

**c)** The attendance figures at each match. Ideally, these should be broken down by stadium and ticket categories.

d) A record of the medical plan.

**e)** If an accident or incident occurs during an event, a full written report must be produced detailing what happened, what action was taken and by whom, and any subsequent follow-up action required. This should include a record of any police intervention or instance whereby the police assumed control of the stadium.

**f)** A record of all first aid or medical treatment provided, while preserving any medical confidentiality regarding the identity of those treated.

**g)** Details of all emergency drills, evacuation exercises and contingency plan tests.

**h)** Reports of any significant movement of a structure within the stadium, or of the stadium structure itself.

i) Details of all fires and fire alarm activations.

j) Details of all emergency or communication system failures.



**k)** Details of any ticket forgeries or illegal ticket sales on the day of the match and action taken.

**I)** Details of any arrests made at the stadium and/or evictions of spectators.

The above list is for guidance only and is not intended to be comprehensive.

**2.** All documents must be held for a minimum of two years after a match, or longer if mandated under the applicable laws of the host nation. Such records shall be made available for inspection by FIFA on reasonable request.





# 13 Stewards

**1.** For the purpose of these regulations, a steward is defined as any person employed, hired, contracted or volunteering at the stadium to assist in the management of safety and security of spectators, VIPs/VVIPs, players, officials and any other person at the stadium, excluding those persons solely responsible for the security of designated individuals and members of the police services responsible for maintaining law and order.

**2.** At some events, police or military personnel may be employed as stewards as defined above. In such circumstances, those personnel identified to perform the duties of stewards shall apply the principles contained in these regulations when performing said duties.

**3.** Stewards must be fit and active and have sufficient maturity of character and temperament to carry out the duties required of them.

4. Subject to the laws of the host nation, stewards must be at least 18 years old.

**5.** All stewards must undergo formal training in their roles and responsibilities prior to the start of any FIFA event. Steward training, qualification and certification must meet the standards set by the host nation/association, subject to article 21.



# 14 Steward deployment plan

**1.** A steward deployment plan shall be produced by the chief steward and authorised by the stadium security officer, taking into consideration the results of the risk assessment. As a guide, the following steward categories should be provided for:

## a) Supervisory staff:

Deputy security officer, chief steward(s) and supervisors.

### b) Static posts:

Crowd monitoring points, exits, turnstiles, activity areas, perimeter gates, escalators/stairways, restricted zones (in accordance with the FIFA zoning plan) and other strategic points or areas.

### c) Mobile posts:

As a guide, there should be a ratio of one steward per 250 of the anticipated attendance for a low-risk match. This ratio should be increased to up to one per 100 of the anticipated attendance where the risk assessment shows a need for a higher level of safety and security management.

#### d) Specialist stewards:

For areas used by children, spectators with disabilities and in hospitality facilities.

## e) Additional stewards:

For specific events, such as opening and award ceremonies.





#### **III. STEWARDS**

- 2. Other staff that should be included in the overall plan include:
  - a) Car park attendants
  - **b)** Turnstile operators
  - c) Search personnel (people and vehicles)

NOTE: Consideration must be given to providing sufficient female search personnel for the expected attendance of female spectators.

# **15** Agreement on responsibilities of stewards

**1.** The responsibilities and authority of stewards must be agreed between the safety and security management team, the host association, the event organiser and the relevant authorities prior to the start of any FIFA event. This agreement shall include the following:

a) Powers of arrest and/or detention of individuals.

- **b)** Powers of ejection from the stadium and procedures to be followed.
- c) Powers of confiscation of prohibited and any other dangerous items.

**d)** Procedures for escorting spectators to stadium ticketing centres/ ticketing clearing points.

**e)** Authority to search persons and vehicles entering the stadium and the procedures to be followed.

**f)** Handling procedures for the sale or use of fraudulent tickets or for illegal ticket touts.

g) Handling procedures for ambush marketing activities.





**h)** Handling procedures for unauthorised merchandising or sale of unauthorised items within the agreed exclusion zones.

i) Illegal entry or unauthorised entry into restricted areas.

**j)** Lines of communication.

k) Chain of command.

I) Training, certification and accreditation requirements.

**2.** The powers bestowed upon stewards must comply with the laws and regulations of the host nation.

# 16 Stewards' duties

The stewards' basic duties should be to enforce the stadium's safety and security policy and the stadium regulations. These duties include:

**a)** Understanding their roles and responsibilities for the safety and security of all spectators, officials, players, VIPs/VVIPs, other stewards, stadium staff, themselves and any other person present at the stadium.

**b)** Assisting in the safe operation of the stadium, as opposed to watching the match or any other activity taking place.

**c)** Carrying out safety and security checks as directed by the stadium safety and security management team.

**d)** Controlling access into the stadium and directing spectators entering, leaving or moving around the stadium to help achieve an even flow to and from the spectator accommodation.





e) Preventing unauthorised access to restricted areas by any person who does not have the correct accreditation and authorisation to do so and in particular from gaining access to zones 1 and 2 as defined hereinafter.

**f)** Ensuring that spectators are accommodated in accordance with their ticket (i.e. they are sitting in the correct seat for the ticket they hold).

**g)** Ensuring that all entry and exit points, including all emergency exit points and routes, remain unobstructed at all times.

**h)** Unless otherwise stated, ensuring that all prohibited items are prevented from entering the stadium or are removed if found inside the stadium.

**i)** Protecting players and officials when entering, leaving or on the field of play.

**j)** Recognising and reporting crowd conditions to ensure the safe dispersal of spectators and prevent overcrowding.

k) Assisting the emergency services as required.

I) Providing basic emergency first aid as required.

**m)** Responding to incidents and emergencies, raising the alarm and taking the necessary immediate action in line with the stadium's contingency and emergency plans.

**n)** Undertaking specific duties in an emergency as directed by the venue operation centre (VOC).





**o)** In accordance with the requirements of local/national authorities and within the laws of the host nation, denying access to or removing any persons who cannot prove their right to be in the stadium, are committing an offence under the stadium code of conduct, present a risk due to consumption of alcohol and/or drugs, are subject to a banning order or refuse to give their consent to searches.

This list is for reference only and is not a substitute for formal training.

# 17 Stewards' code of conduct

During events, stewards are often the only interface with the public. It is therefore essential that a formal code of conduct for all stewards is established across all venues. The code of conduct shall include the following:

**a)** Stewards should be polite, courteous and helpful to all spectators at all times, regardless of their affiliation.

**b)** Stewards should be smartly dressed at all times. Their appearance should be clean and tidy.

**c)** Stewards are not employed, hired or contracted to watch the event. They should concentrate on their duties and responsibilities at all times.

d) Stewards should never:

- i) Wear clothing that may appear to be partisan or cause offence while on duty.
- ii) Celebrate the event or show an extreme reaction to it.
- iii) Display any allegiance towards one team over another.
- iv) Eat, drink or smoke in public view.
- v) Consume alcohol before or during the event.
- vi) Use obscene, offensive or intimidating language or gestures.

# **18** Identification of stewards

**1.** Stewards shall wear uniform clothing that is easily identifiable in all conditions. As a minimum, they shall be provided with appropriate high-visibility jackets or tabards bearing the word "STEWARD" that can be seen from a distance or in a crowd.

**2.** Stewards shall not wear sponsored or branded uniforms, in compliance with FIFA Marketing guidelines.

**3.** Care should be taken to ensure that tabards worn by pitchside stewards cannot be confused with FIFA bibs worn by players, ball boys, officials and other persons. Final agreement on the colour to be used will be made at the match coordination meeting, which must be attended by the stadium security officer.

**4.** All stewards shall be appropriately accredited and this shall be displayed at all times whilst on duty.

# **19** Pitchside stewards

In order to protect the players and officials as well as maintain public order, it may be necessary to deploy stewards and/or police around the perimeter of the field of play. When doing so, the following guidelines must be considered:

**a)** Any steward or police officer deployed around the field of play is likely to be recorded on television, and as such their conduct and appearance must be of the highest standard at all times.

**b)** No firearms or "crowd control gas" shall be carried or used.



**c)** During the match, all stewards and/or police officers must maintain as low a profile as possible. This shall include:

- i) Being positioned between the advertising hoardings and the stands.
- Where practical, being seated on chairs so as not to stand out on television or to obstruct the view of spectators unless required through a pre-agreed escalation of stance that is in direct relation to crowd behaviour and an existing threat.
- iii) Not wearing aggressive items (helmets, face masks, shields, etc.) unless required through a pre-agreed escalation of stance that is in direct relation to crowd behaviour and existing threat.

**d)** The number of pitchside stewards and/or police officers must be kept to a minimum and based on the match risk assessment, taking into consideration the expected crowd behaviour and likelihood of a pitch invasion.

e) If there is a high risk of pitch invasion or crowd disorder, consideration should be given to allow police officers and/or stewards to occupy the front rows of seats in the stadium if it is considered necessary to increase the overall presence and capability. If this approach is to be adopted, care should be taken to ensure that those seats occupied by police officers and/or stewards are not sold to the public.

# 20 Communication with stewards

**1.** The stewarding operation must be coordinated from the VOC, which should maintain an efficient and robust means of communication with the stewards at all times.

**2.** Radios are the most efficient means of communication. Earpieces should be provided to ensure that stewards can hear communications above the noise of the stadium. Care should also be taken to ensure that there are no radio "dead spots" around the stadium.



**3.** Back-up and alternative means of communication, such as intercoms, fixed land lines and/or "runners" to pass on messages, should be provided in case the primary means of communication fail.

**4.** Standard commercial mobile phones should not be considered as a primary or back-up means of communication, as the networks often become overloaded during an incident and therefore cannot be relied upon as a means of communication for safety and security.

# 21 Steward training

**1.** It is the event organiser's responsibility to ensure that all stewards are appropriately trained and competent to undertake their normal duties and perform their roles under emergency and contingency plans.

**2.** Training must be conducted by occupationally competent persons or organisation(s), which must also assess the stewards' competency to perform their duties. Courses should include the following subjects:

a) Roles and responsibilities of a steward.

**b)** Stewards' code of conduct.

c) Stadium code of conduct and prohibited items.

d) The legal rights and powers of a steward.

**e)** Search techniques (subject to the laws and regulations of the host country).

**f)** Ticket and accreditation identification and anti-forgery checks (specific to a FIFA event).





**g)** Arrest and/or detention (subject to the laws and regulations of the host country).

h) Stadium ejection procedures.

i) Emergency first aid.

**j)** Basic firefighting and response to a fire.

k) Stadium zones (specific to a FIFA event).

I) Crowd dynamics and management.

m) Use of CCTV (CCTV operators and supervisors only).

n) Communications.

**o)** Stadium contingency plans and the role of stewards in an emergency.

**3.** Supervisors should receive additional training that develops their skills and competencies, especially when responding to unplanned incidents.

**4.** Any steward training must comply with the host nation's mandatory requirements.





## 22 Basic principles

**1.** Accurately assessing the maximum safe capacity of a stadium is crucial to establishing a safe and secure environment. Overcrowded stadiums continue to result in serious injuries and fatalities, which FIFA finds unacceptable.

**2.** Subject to the provisions of article 34, when calculating the maximum safe capacity of a stadium, each section of the stadium must be considered separately.

## 23 Calculating the maximum safe capacity

When calculating the maximum safe capacity of an all-seater stadium, the following calculations must be considered:

### 1. Holding capacity (A)

This is the number of people that can be safely accommodated within the stadium and is determined by the actual number of seats, less any that cannot be used as they:

**a)** Have a restricted view or are obstructed by objects or people, such as camera positions, advertising boards or railings.

b) Are damaged or missing.

**c)** Are unavailable for use, for example because they are being used by security staff or form part of a segregation plan.

**d)** Do not fulfil the specifications set out in the FIFA publication *Football Stadiums – Technical Recommendations and Requirements* for seating row depths, seat widths and/or clearways.





#### 2. Entry capacity (B)

The entry capacity is the number of people that can pass through the turnstiles and/or other controlled entry points within a period of one hour. The main factors affecting the rate of entry are:

a) The number and dispersal of turnstiles/entry points.

**b)** The adequacy of directional information and communications and the familiarity of the spectators with the stadium layout.

**c)** The division of entry categories, including special requirements such as disabled access.

d) The design, type and condition of turnstiles/entry points.

e) The level of searching required.

### 3. Exit capacity (C)

This is the number of people that can safely exit from the viewing area under normal conditions, within a reasonable timeframe, not to exceed ten minutes. The following factors will affect the exit capacity:

**a)** The number, size and dispersal of exit gates.

**b)** The adequacy of directional information and communications and the familiarity of the spectators with the stadium layout.

c) The width and distribution of stairways, escalators, and gangways.

- d) Choke points.
- e) Obstructions.





#### 4. Emergency evacuation capacity (D)

**a)** This is determined by the emergency evacuation time, which is in part based on the level of risk and the available emergency evacuation routes to places of safety and/or places of reasonable safety. Factors such as the type of construction and materials used in the stadium will have an impact on this calculation as fire will be one of the major risks to be considered. If, for example, the risk of fire is high due to the construction of the stadium, the evacuation time should be reduced.

**b)** The emergency evacuation capacity is the number of people that can safely negotiate the emergency evacuation routes and reach a place of safety or reasonable safety within the determined emergency evacuation time.

**c)** Note: The field of play can only be regarded as a place of reasonable safety and, as such, if one or more of the emergency evacuation routes includes access onto the field of play, further consideration must be given to subsequently moving spectators off the field of play to a place of safety.

#### 5. Final maximum safe capacity

Having established all the above figures, the final maximum safe capacity of a section of a stadium will be determined by whichever is the lowest figure for A, B, C or D above. Once all the sections of the stadium have been considered, including sky boxes, hospitality suites and VIP/VVIP areas, the total maximum safe capacity of the stadium can be established.

## **24** Safety certificate

**1.** The relevant local or national authorities (depending on the host nation's laws and legislation) are responsible for agreeing the maximum safe capacity of a stadium to be used for a FIFA event. Having considered the above factors, they shall issue a formal safety certificate that clearly states the stadium's maximum safe capacity, detailing the constituent sections and categories and stating that the stadium is structurally fit for purpose.



**2.** Once the maximum safe capacity of a section of a stadium has been determined, under no circumstances must a larger number of spectators be admitted without the prior written approval of the relevant authorities that issued the safety certificate.

**3.** Subject to the relevant FIFA competition regulations, a safety certificate should not be more than two years old. In addition, it must be reviewed and reissued in the following circumstances:

- a) When any structural changes have been made to the stadium.
- **b)** When there has been any alteration in the stadium capacity.

**c)** When any temporary structures have been constructed either inside the stadium or within the outer perimeter.

**d)** If there has been an incident in the stadium resulting in serious injury to or death of any spectators.





## 25 Access control

**1.** On match days, only persons in possession of a valid permit shall be granted entry to the stadium. Valid permits include:

a) Match tickets.

**b)** Accreditations and, when used, supplementary accreditation devices (SADs).

c) Other permits as defined herein.

**2.** During FIFA events, formal accreditation will be established and put into force before the start of the event as specified in the respective FIFA competition regulations. Once accreditation has been established, access to stadiums will only be permitted to those persons with a valid accreditation or permit (except on match days when tickets are in use).

**3.** If a person cannot produce a valid permit, he shall be refused entry or escorted from the stadium.

**4.** It is the responsibility of all stewards, stadium safety and security management staff and police officers to ensure that only those persons with authority to be inside the stadium, including members of the public, officials and staff, are permitted into the stadium.

**5.** Where restricted access zones have been established (for example, players' areas, the field of play, the media, hospitality, etc.), stewards or other appropriate security staff must be in place to enforce and control access in accordance with the established accreditation and stadium zoning plan.





## 26 Match tickets

- **1.** Match tickets shall display the following information:
  - **a)** The date, time and location of the match.
  - **b)** Where appropriate, the match number.
  - c) If possible, details of the teams playing.
  - d) The sector, block, row and seat number that the ticket is valid for.
  - e) The points of entry into the stadium (if applicable).
  - **f)** A plan of the stadium on the reverse side.
  - g) If possible, the name of the ticket holder/purchaser.

**2.** The sale of match tickets shall be subject to strict control. If segregation is required, the sale of match tickets shall be organised so that the fans of the two opposing teams are allocated distinctly separate areas of the stadium.

**3.** The FIFA organising committee for the respective FIFA event(s) shall pass decisions regarding the number of tickets to be allocated to the participating associations and host association.

**4.** Where applicable, each association shall take all reasonable measures to ensure that its allocation of tickets is only made available to its own supporters. It shall also ensure that specific details are recorded during the sales process, such as the name and address and contact details of persons who have been issued with tickets.

**5.** The tickets shall be protected against forgery by integrating security features as considered necessary. If there is the slightest suspicion that forged tickets may be in circulation, the police must be informed immediately.

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**6.** On the day of the match, tickets may not be sold at the stadium. If tickets are to be sold on match days, a venue must be selected away from the stadium and well outside the established outer perimeter, so as not to cause congestion and crowd build-up at the stadium entry points and access routes. Furthermore, prior approval for match day ticket sale sites must be sought from FIFA, the police, the stadium safety and security management team and the relevant public authorities.

**7.** The number of tickets on sale cannot exceed the declared and approved maximum safe capacity of the stadium.

**8.** A system that records the number of spectators who have entered the stadium through each turnstile/entry point must be established and the rate of flow and numbers inside the stadium regularly updated to the VOC. Any entry counting system should also take into account the number of people afforded VIP/VVIP status and/or housed in hospitality facilities within the stadium.

**9.** The price of tickets for supporters of the visiting team shall not exceed the price of tickets for supporters of the home team in a similar ticket category.

## 27 Accreditation

**1.** Holders of accreditation are granted access to specified stadiums and locations within stadiums, including any restricted zones. Accreditation shall be issued by FIFA or the LOC to individuals with specific functions at a FIFA event.

**2.** Accreditation shall, as far as possible, be forgery-proof and provide protection against multiple use.

**3.** Accreditation is not transferable.

**4.** The permits shall restrict access to specific, clearly marked areas and specified stadiums.



**5.** The number of "access all areas" passes shall be kept to an absolute minimum and access rights must be based on working requirements.

**6.** Accreditation does not permit the holder to attend a match day as a spectator or to occupy any seat in the stadium that would normally be covered by a ticket.

**7.** A background/criminal check shall be performed by the host nation authorities as part of the accreditation process.

**8.** The host nation authorities may refuse the issue of an accreditation on the grounds of security without reference to the event organiser or FIFA.

**9.** Provision must be made for the withdrawal (on a temporary or permanent basis) of any person's accreditation if the holder is acting in a manner that may prejudice the safety and security of others, a criminal act has been committed or suspected by the holder, the holder's actions are prejudicing the smooth running of the event or the holder has breached the stadium code of conduct.

## **28** Access for police and other agencies

**1.** Subject to the agreed security concept and approved accreditation plans, identity cards held by members of the police and other official agencies (including fire and ambulance services) that allow them to carry out operational tasks at the stadium shall also be regarded as valid permits subject to articles 25 and 27, provided said members are in uniform and clearly identifiable.

**2.** Police officers and members of other security agencies wearing plain clothes must be issued with appropriate accreditation for the tasks they are performing.

**3.** Members of the police or other emergency services may not occupy seats in the stadium that would normally be covered by tickets.

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## 29 Security checks

**1.** Security checks shall be carried out on persons and vehicles at the entry points of the outer and inner perimeters, as well as at entry points to areas that are not open to the general public. These security checks shall verify the following:

**a)** That the person possesses a valid ticket, accreditation or other form of valid permit to gain access to the stadium.

b) That the person is not in possession of any weapons or other prohibited items as set out in the stadium code of conduct (see Annexe C) that may not be taken into the stadium, unless required by accredited staff and authorities in order for them to perform their official duties.

**c)** That the person is not in possession of any other dangerous objects that may not, for legal reasons, be taken into the stadium, including aggressive or racist banners and laser pointers.

**d)** That the person is not in possession of any unauthorised alcoholic beverages or intoxicating substances or drugs as regulated by the stadium authority.

**e)** That the person is not under the influence of alcohol or intoxicating substances or drugs.

**f)** That the person has access rights to any restricted areas or controlled zones.





**g)** That the person complies with the ticket terms and conditions, sales regulations and stadium code of conduct.

**2.** A person may be subjected to a full search of their person and/or possessions at the security checkpoints.

**3.** All vehicles entering the outer perimeter of the stadium must undergo security screening and a search. It is recommended that this occurs at a remote search facility located at a suitable safe distance from the stadium. The location and positioning of any remote search facilities shall be identified by a risk assessment conducted by the police/appropriate authority.

**4.** The identity of a person entering the stadium with accreditation will be checked against the photograph on his badge. The stadium and zoning privileges will also be checked. Accreditation is not proof of identity and accredited persons may be asked to provide an acceptable alternative proof of identity before access is granted.

**5.** While stewards may not enforce compulsory searches at the stadium points of entry, any person who resists searches shall be refused entry into the stadium.

**6.** If prohibited or any other dangerous items are found during the search, they shall be handed to the police or stored in a suitable facility until such time as they can be properly disposed of.

**7.** If a person surrenders his right of ownership to and possession of an object that is banned from the stadium and is not liable to be taken into police custody as no criminal offence has been committed, the confiscated object shall be held in a secure place until such time as it can be properly disposed of.

**8.** If it is established during security checks that a person is under the influence of alcohol or any other intoxicating substances or drugs, that person shall be refused access to the stadium.





# **30** Stadium zones

**1.** For FIFA events, all stadiums shall be allocated specific zones, which shall be secured with appropriate access control measures through the use of accreditation. This is to ensure that restricted areas are kept secure and that only persons with valid permits will be allowed access. Stewards and/or police or other appropriate security staff will be required to control access to specific zones and areas to prevent unauthorised access.

**2.** It is essential that the stadium security officer contributes to, and if possible takes the lead in, developing the stadium zoning plan. Basic guidance on stadium zones and areas at FIFA events is contained in **Annexe D**.

## 31 Stadium perimeters, turnstiles and checkpoints

**1.** A wall or fence shall enclose the outer perimeter of the stadium. It shall be at least 2.5 metres in height and shall not be easy to scale, penetrate, pull down or remove. Its purpose shall be to deter and delay any unauthorised intruder(s). Perimeter fences shall be protected by CCTV or security posts or a combination of the two.

**2.** Entry and exit points into and out of the stadium shall be staffed at all times during a match and designed in such a way as to facilitate the flow of people and vehicles in and around the stadium, taking into consideration the special requirements contained hereinafter for VIPs/VVIPs, players and officials and the requirements of the emergency services.

**3.** All access gates must be able to be opened or closed quickly without causing any danger or hazard. The gates shall be designed to withstand pressure from large crowds of people. When open, the gates must be firmly secured. The gates must also be equipped with fireproof locks.



**4.** All turnstiles and entry points must be able to accurately check the validity of tickets and/or accreditation and count the number of spectators entering the stadium.

**5.** Turnstiles and checkpoint facilities may be incorporated within the inner perimeter. They must be able to withstand extreme pressure and be fireproof.

**6.** Entry points must be equipped with facilities for searching persons and for temporarily storing prohibited items securely.

**7.** The stadium perimeters must be kept secure at all times for the duration of a FIFA event, including on non-match days.

## 32 Field of play

**1.** While the removal of all perimeter fences and screens from football stadiums is desirable and FIFA is opposed to insurmountable fences and screens, it is acknowledged that there are places where local authorities insist upon the provision of such barriers.

**2.** The field of play must be protected against intrusion by unauthorised persons. Where unauthorised access cannot be controlled by stewards and/or police officers, stadium management may erect a fence, a suitable moat that prevents intrusion, or a combination of the two. Barbed or razor wire shall not be used. Where a physical barrier or fence is used, spectator lines of sight must be taken into consideration. The decision as to whether to have a physical barrier and if so, what type of barrier, shall be considered in a formal risk assessment and the use of such barriers must not present a risk or danger to spectators or players.

**3.** If a perimeter fence surrounds the field of play, there must be emergency access points/gates onto it. If the spectator areas are separated





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from the field of play by a moat, crossing points (bridges) must be provided at the emergency gates. Exceptions to the above are permitted if the local authority has granted prior approval in the safety certificate, provided there are suitable alternative exit routes for spectators that take into account all emergency contingencies. All access points onto the field of play must be staffed by stewards and/or police officers.

**4.** All emergency gates must be able to be opened quickly and easily towards the field of play. They should be positioned directly in line with the stairways in the respective spectator areas. The emergency evacuation routes to the field of play must not be obstructed by advertising boards or any other objects. Advertising boards must be designed in such a way as to avoid creating an obstacle.

**5.** The emergency exit gates shall have one door and be at least two metres wide. They shall be a different colour from their surroundings and easily identifiable. When spectators are in the stadium, all emergency exits shall be staffed at all times and not secured by locks.

**6.** If there is a remote-controlled opening mechanism on the gates, each gate must also have a manual override facility so that it can be opened by hand in an emergency.

**7.** On entering and leaving the field of play, including during the match, players and officials must be protected from spectators.

## **33** Special security provisions for teams, officials and VIPs/VVIPs

**1.** Approach roads and entry/exit points for teams, officials and VIPs/VVIPs shall be kept separate from those for spectators.

**2.** Drop-off and pick-up points for teams, officials and VIPs/VVIPs as well as the parking facilities for their vehicles shall be kept secure at all times and access denied to the public and unauthorised persons.

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**3.** Working with the local and national police authorities, the event organiser must guarantee the safety and security of the participating teams, their officials, VIPs/VVIPs and FIFA match officials at all times.





#### 1. General

**a)** Guidance on spectator accommodation specifications can be found in the FIFA publication *Football Stadiums – Technical Recommendations and Requirements.* 

b) The three major FIFA tournaments (the FIFA World Cup™ (including qualifying matches), the FIFA Confederations Cup and the FIFA Club World Cup) may only be played in all-seater stadiums. Subject to the respective FIFA competition regulations, other FIFA events may admit standing spectators or permit the use of seated accommodation that does not meet the requirements specified in the FIFA publication *Football Stadiums – Technical Recommendations and Requirements*, provided prior written approval is obtained from the relevant local authorities and FIFA, following a detailed inspection.

**c)** The spectator areas shall be divided into sectors that are easily identifiable by spectators and stadium staff alike.

**d)** There shall be adequate diagrammatic signage to help spectators and stadium staff navigate their way around the stadium and locate facilities and seating areas.

**e)** There should be easy access to public conveniences and refreshment stalls in all sectors of the stadium.

#### 2. Viewing areas for persons with disabilities

Stadiums shall provide accessible viewing areas to spectators with disabilities. Such areas must have suitable access and evacuation routes, taking into consideration the specific needs of the spectators concerned.





#### 3. Viewing standards

The provision of adequate viewing standards is important in ensuring that seated accommodation is both safe and serves its intended purpose. Spectators should have a clear, unrestricted view of the whole of the pitch. Any seats with restricted views must be noted and the stadium security officer, in consultation with FIFA, will need to assess whether or not the seat in question is to be included in the holding capacity of the stadium. Causes of restricted views may include:

- a) Inadequate sight lines.
- **b)** Roof supports or roof structures.
- c) Flanking walls, screens or overhanging upper tiers of stands.
- d) Barriers serving gangways.
- e) Segregation barriers or fences (temporary or permanent).
- f) Structures such as floodlights, scoreboards or camera platforms.
- g) Advertising hoardings.

**h)** Media personnel (such as photographers and camera operators), stewards and any other personnel.

i) Substitute/team benches and match officials.





## **35** Temporary demountable structures

**1.** Temporary demountable structures, such as temporary stands and award ceremony platforms, should be avoided as far as possible. The use of temporary stands should only be considered if there are no other options available and the local authorities have previously inspected the construction in question and subsequently issued a safety certificate approving its use, on which basis FIFA may carry out its own inspection.

**2.** All temporary demountable structures must be issued with a safety certificate and a full risk assessment of their use shall be completed.

**3.** Temporary structures should be constructed in a robust, stable, threedimensional form and designed to support maximum loads for the required period and use with an adequate margin of safety. The following main points should also be considered:

**a)** Temporary demountable structures are exposed to the threat of accidental damage, unauthorised removal and alteration and general misuse. Stewards should monitor the circulation and behaviour of spectators around the structure to ensure that no one is allowed to climb up or underneath any part of it, or behave in such a way that may cause damage or affect the stability of the structure.

**b)** The robustness of temporary structures should be such that the effects of accidental damage are not disproportionate, and thus do not lead to progressive collapse.

c) Having assessed the structure's overall stability, ballast and/ or anchorage to the ground should be provided where necessary to ensure adequate resistance to overturning or excessive lateral movement.

d) Walkways must have non-slip surfaces and be free from trip hazards.





**e)** Handrails must be fitted on walkways, stairs and stages, be one metre high and of a design that is sufficient to prevent a person falling from the structure.

**f)** If the structure contains flammable material such as wood, additional fire safety precautions must be put in place.

**g)** Adverse weather conditions – especially high winds – should be monitored. If these conditions affect the safety or stability of the structure, it should be immediately taken out of use.

**h)** The construction of any temporary demountable structure should not obstruct existing exits or walkways.

i) The positioning of the structure should take into consideration sight lines of other spectator accommodation.

## 36 Venue operation centre (VOC)

#### 1. Purpose and design

**a)** Each stadium must have a venue operation centre (VOC), which is the room from which those persons responsible for safety and security operations at the stadium can monitor, control, and direct resources in response to any given situation before, during, and after a match. Its main functions include:

- To allow the stadium safety and security management team to monitor the safety and security of people attending the stadium and in its immediate vicinity.
- ii) To coordinate responses to specific incidents.
- iii) To provide, if required, a monitoring facility for the emergency services.
- iv) To monitor public order.
- v) To assist the stadium management in staging the match.

**b)** The VOC should be located in a secure area of the stadium and have an overall view of the inside of the stadium. The size, configuration, and furnishings of the VOC should be designed to accommodate all equipment and personnel necessary to manage stadium safety and security efficiently. When designing a VOC, the stadium authority should consult with local police, fire and other relevant civil authorities.

**c)** The VOC and all safety and security equipment must have an uninterruptible power supply.

#### 2. Staffing

**a)** The exact staffing of the VOC will vary depending on local factors such as the structures of civil authorities and the police. As a minimum requirement, the following posts must be provided for:

- i) Stadium security officer.
- ii) Police commander responsible for all police activity at the stadium and in its vicinity (more than one police commander may be needed, depending on the structure).
- iii) A representative of the medical services.
- iv) Fire service commander responsible for all firefighting capabilities at the stadium and in its vicinity.
- v) Chief steward.
- vi) CCTV operators.
- vii) Communications operators and log keepers.
- viii)Ticketing coordinator.

**b)** If any of the above-listed commanders are not positioned in the VOC for any reason, a suitable deputy must be present who has direct contact with the commander at all times.





**c)** The VOC must be fully operational and fully staffed prior to the gates being opened to the public and must remain operational until the stadium has been cleared and returned to normal non-match operations.

#### 3. Stadium plans, maps and paperwork

Copies of the following must be held as a minimum in the VOC:

a) All contingency plans.

b) Emergency plans.

- c) Steward deployment plans.
- d) Security personnel deployment plans.
- e) Medical plans.
- f) Egress and ingress plans.

**g)** Large-scale stadium maps, including detailed stadium plans (showing key facilities) as well as maps of the surrounding areas.

**h)** CCTV camera positions.

i) Stadium code of conduct.

- j) All relevant regulations and legislation in place.
- **k)** Contact details of all stakeholders.





# 37 VOC systems

The following systems should be fully integrated into the VOC:

#### 1. Public address system override

Although the public address announcer should not be located in the VOC, he should be situated close by to allow safety and security messages to be passed across the system. The VOC should have a PA override facility to allow safety and security staff to use the PA system in an emergency that has priority control over that of other operators.

#### 2. Fire alarm control panel

The fire alarm control panel is an electronic panel that is the controlling component of the stadium's fire alarm detection and monitoring system. This equipment will need to be staffed by an appropriately trained and qualified person, with direct communication to the commander of the fire services.

#### 3. Pitch lighting control panel

The lighting control panel controls pitch lighting. If the pitch lighting unexpectedly loses power, the control panel allows the VOC to remotely toggle power (on-off) to restore the pitch lighting.

#### 4. Electronic video screen (giant screen) control system (where installed)

The giant screen control system consists of a control panel and monitoring screens that allow a user to manage the time, score, video replays and other entertainment functions on the giant screen. It should also be able to display written messages in case of an emergency, so that instructions and information can be provided to spectators and stadium staff. As with the public address announcer, the main operator of the giant screen should not be located in the VOC but in a separate room near it, so that messages can be passed from the VOC to the operator. Management should consider having an override facility in the VOC to allow safety and security staff to use the giant screen for sending messages when required.





#### 5. CCTV monitors

Sufficient CCTV surveillance monitors and control systems shall be installed in the VOC to properly undertake proactive and reactive surveillance monitoring and control of the cameras. Furthermore, the system shall contain digital video recorders (DVRs) of sufficient capacity to record and store images for a minimum of 60 days.

#### 6. Communications

There shall be a robust and comprehensive communications system for all aspects of stadium safety and security. Standard commercial mobile phone networks often become overloaded during an incident and therefore cannot be relied upon as a means of communication for the purposes of safety and security. As such, the following systems shall be in place in the VOC:

a) External fixed landline, direct dial (i.e. not through a switchboard)

**b)** Intercom or internal fixed landlines between key locations around the stadium and the VOC to include:

- i) PA system announcer
- ii) Giant screen operator
- iii) Entry points
- iv) First aid rooms
- v) Police detention rooms
- vi) Team and referees' dressing rooms
- vii)FIFA General Coordinator's office
- c) Radio network for all safety and security functions\*
- d) Internet/data facilities

\*Experience has shown that when using radios at a stadium, earpieces are required to counteract the noise levels during a match and to ensure that messages can be effectively transmitted.





#### 7. Spectator entry counting system

Stadium entry points must have a system for counting spectators. Ideally, this should be automated, but whichever system is adopted, the information must be collated in the VOC at regular intervals of 15 minutes from the time the gates are open until kick-off plus 30 minutes, so that the safety and security management team can assess the entry flow and capacity of the stadium. For venues that have more than one match being played on the same day, entry monitoring must be maintained until kick-off plus 30 minutes of the last game.

#### 8. Uninterruptible power supply (UPS)

**a)** All electrical systems listed above should have an uninterruptible power supply (UPS), which consists of an electrical apparatus that provides emergency power to a load when the input power source, typically the utility mains, fails. A UPS differs from an auxiliary or emergency power system or standby generator in that it will provide instantaneous or near-instantaneous protection from input power interruptions by means of one or more attached batteries and associated electronic circuitry for low power users. The on-battery runtime of most uninterruptible power sources is relatively short, with 15 minutes being typical for smaller units but sufficient to allow time to bring an auxiliary power source on line, or to properly shut down the protected equipment.

**b)** If any or all of the above are not integrated into the VOC, appropriate measures must be put in place to ensure that there is direct and immediate communication between the VOC and system user.



### **38** Rooms for stewards and police officers

**1.** Police officers and stewards should be provided with meeting, briefing and storage facilities as well as sufficient space for any vehicles that may be required for their operational tasks.

**2.** Police detention facilities should be provided and located in a secure and suitable area.

**3.** All of these facilities shall be easily accessible and have controlled access.

## **39** Safety and emergency lighting and power supply

1. The safety and emergency lighting shall:

**a)** Provide sufficient levels of illumination to allow people to see hazards and obstacles.

**b)** Provide sufficient levels of illumination to ensure effective CCTV operations.

- c) Avoid issues such as glare or flicker that could mask or cause a risk.
- d) Avoid reflections which could impact adversely on safety.
- e) Be suitable for the environment (indoors/outdoors).
- f) Be positioned so that it does not cause a fire risk.
- **g)** Avoid presenting a risk to users such as burns.
- h) Be properly positioned to allow for maintenance and repair.



TABLE OF CONTENTS SAFETY STADIUM AND SECURITY REGULATIONS **2.** For matches played when there is insufficient natural light, the following areas must be illuminated:

**a)** All entry and exit points in the outer and inner perimeters, turnstile areas and approaches to the entry and exit points as well as parking areas and paths leading from public transport facilities to the stadium.

**b)** Paths/areas between the outer and inner perimeters and the spectator accommodation.

c) Spectator and media areas.

d) Stairwells, concourses and vomitories around the stadium.

e) Toilets.

f) Areas containing concession stalls and refreshment facilities.

**3.** A careful evaluation of the available utility service is crucial to ensuring that all safety and emergency lighting equipment remains operational. Redundant services and on-site power sources will be necessary to provide back-up and ride-through in the event of utility outages. This is essential for all life safety equipment.

**4.** For more guidance on lighting and emergency power supply, the stadium management should refer to the FIFA publication *Football Stadiums – Technical Recommendations and Requirements*.

## **40** Electronic video screen (giant screen)

**1.** Where installed, the stadium's electronic video screen may be used before, during and after the match, provided that the relevant FIFA regulations and instructions are strictly observed.





**2.** Under the direction of the VOC, safety, security or emergency messages may be transmitted via the electronic video screen. When using the electronic video screen to transmit safety, security and emergency messages, it is recommended that only pre-prepared messages are used.

## 41 Closed circuit television (CCTV)

**1.** All stadiums shall be fitted with adequate and effective closed circuit television (CCTV) systems, with monitor screens and control consoles located in the VOC. They should be positioned so as to include coverage of the following areas:

- a) All entry and exit points.
- **b)** Approaches to the stadium grounds.
- c) Spectator accommodation inside the stadium.
- d) Stairways and passageways.
- e) Concession/refreshment areas.
- f) Broadcast/TV compound.
- g) Player and officials drop-off and pick-up points.
- h) Corridors leading to players' and officials' dressing rooms.
- i) Player entrance onto the field of play.
- j) Other key facilities including on-site power generators.





**2.** The primary function of the CCTV system is to allow personnel in the VOC to identify incidents, or potential problems, assist with the situational assessment and inform courses of action and responses. It is not a substitute for stewarding or safety and security management.

**3.** The secondary function of the CCTV system is to make recordings that can be used for investigations following an incident or for the purposes of evidence.

**4.** Personnel operating the system should be suitably trained and, where appropriate, qualified in the operation of CCTV systems. They should also be trained in the interpretation, use and storage of the data.

**5.** An uninterruptible power supply (UPS) must be provided to ensure continued operation of the CCTV system even in the event of a power failure. Any back-up power supply should be sufficient to enable the CCTV system to continue to function at full load in an emergency, such as a fire or a failure of the mains supply, for up to three hours.

**6.** CCTV recordings shall be securely stored for a period of 60 days following a match. If there is an incident or accident occurring during a match, recordings shall be securely stored for a period of two years in a format that can be reviewed as required.

# **42** Public address system

**1.** The public address (PA) system is the main form of direct communication between the stadium management team and spectators. It can also be used as a form of communication between stadium management and stadium staff during an incident or where mass notification is required.





**2.** As a guideline, the public address system should meet the following requirements:

#### a) Intelligibility

The system should be intelligible, so that broadcast messages can be heard under reasonable conditions (including emergencies) by all persons of normal hearing in any part of the stadium to which the public has access, including those people waiting to gain entry.

### b) Zoning

Ideally, the PA system should be designed to allow broadcasts to be made to specified individual areas both inside and outside the stadium, including the pitch.

### c) Override facility

- Whilst it is not recommended that the PA system is operated in normal use from the VOC, it is essential that the VOC can override the PA system for safety, security and emergency messages.
- ii) Predetermined messages (including any coded messages) should be established and detailed in the stadium's contingency and emergency plans. All such messages must be known by all stadium staff who are required to take action.
- iii) If there are areas of the ground which have the facility to turn down the output from the public address system (such as hospitality boxes or lounges), the system should be designed to override these volume controls automatically when emergency messages are broadcast.

#### d) Back-up power supply

The back-up power supply to the public address system should be sufficient to enable the system to continue to function at full load in an emergency, such as a fire or a failure of the mains supply, for up to three hours.



#### e) Back-up loudhailers

If the public address system fails, for whatever reason, loudhailers should be available for the use of stewards and police in all parts of the ground, for directing or instructing spectators.

#### f) Inspections and tests

The PA system must undergo a full system check two weeks before the start of a FIFA event and within 24 hours of kick-off on match days to ensure that the system is fully functional.

### **43** Public address system – operation

It is important that the operation of the PA system is conducted by a competent and trained individual. The following considerations should be taken into account:

#### a) Provision of a separate booth

- It is strongly recommended that the public address announcer is not stationed within the VOC, although, as previously stated, it must be possible for staff in the VOC to override the system during an emergency.
- ii) The operating booth for the PA announcer should have a good view of the pitch and be linked to the VOC by telephone or intercom (landline). Ideally, this link should also include the provision of a clearly visible red light, so that the general announcer can see instantly when someone in the VOC is trying to make contact with him.
- iii) The ideal location of the PA announcer's booth is directly adjacent to the VOC, with an interconnecting window or door between the two rooms.
- iv) Whichever arrangement is provided, it is vital that public address announcements can be heard clearly in the VOC.



#### b) Pre-announcement signal

Important announcements relating to crowd safety should be preceded by a loud, distinct signal, in order to catch the attention of the crowd.

#### c) Tone and content of announcements

During an emergency, it is essential that clear, accurate information is given to spectators and staff at the earliest possible time. Messages should be positive, leaving those to whom they are addressed in no doubt as to what is required of them. The messages should be scripted in advance in consultation with the police, fire services, medical teams and stadium security officer.

#### d) Languages

All emergency public announcements are to be made in the participating teams' native language plus the language of the host nation (if different).

For all predetermined safety announcements, it is recommended that these translations are pre-recorded to ensure that there is no confusion.

### **44** Stadium announcer

**1.** The stadium announcer shall be trained accordingly and provided with texts written in advance for broadcasting over the public address system.

**2.** Texts covering the following eventualities shall be drafted and readily available to both the public announcer and the police:

a) Congestion in spectator area in front of entry gates.

b) Spectators still outside the entry gates at kick-off.

c) Decision to postpone match.





TABLE OF CONTENTS FIFA LEGAL HANDBOOOK TABLE OF CONTENTS SAFETY STADIUM AND SECURITY REGULATIONS e) Penetration of perimeter fence by one or more spectators.

f) Discovery of potentially explosive/inflammable device.

**g)** Threat of attacks with explosive/inflammable devices.

**h)** Possible danger caused by poor weather or stadium construction faults.

i) Danger posed by panic among spectators.





# 45 Crowd build-up

**1.** Dangerous overcrowding can arise if spectators are able to force their way into a stadium that is already full or nearly full, for example by scaling or breaking through perimeter fences, gates or turnstiles. To avoid this risk, boundary walls, fences and gates should be of the appropriate height and strength, should not provide the opportunity for climbing, and should be monitored by CCTV and/or stewards and/or police officers.

**2.** Turnstile areas must always be controlled by stewards and/or police officers. For matches where crowd build-up is expected, additional resources may be required.

**3.** Contingency plans should be drawn up in order to deal with situations where unduly large crowds gather outside the stadium's outer perimeter. Local knowledge of the stadium and crowd patterns should be taken into account in drawing up such contingency plans.

**4.** It should be stressed that the opening of additional or under-used entrances could lead to sudden uncontrolled movement and possible crushing. If the stadium contingency plans dealing with large crowds outside include the opening of additional entrances, the plan must also contain sufficient measures to prevent uncontrolled crowd movements. It should also ensure that spectators who enter in such situations can still be accurately counted, and that adequate stewarding arrangements are in place for their dispersal once inside the stadium.

**5.** Under no circumstances should there be uncontrolled admission into the ground.





### 46 Stadium code of conduct

**1.** A stadium code of conduct that meets the legal requirements of the host nation and FIFA shall be prepared for all stadiums in consultation with the local authorities and the stadium authority and shall be displayed throughout the stadium.

**2.** The stadium code of conduct should be made available to spectators in as many forms as required to ensure that they are known. This may include booklets, websites, public announcements, etc.

**3.** The stadium code of conduct shall contain provisions that help to reduce the risk of spectator behaviour that may threaten safety, security or good order. If these provisions are violated, the offenders shall be punished in accordance with the host nation's laws, which may include eviction from the stadium.

4. Guidance on stadium codes of conduct can be found in Annexe C.

## 47 Safety signs

**1.** Safety signs appear in five different categories, and should follow the host nation's standardised formatting for signs. The five categories are:

a) Prohibition signs: for example, "No smoking".

b) Warning signs: for example, "Low headroom" or "Uneven steps".

c) Mandatory signs: for example, "Spectators must have a valid ticket".

d) Emergency signs: for example, escape routes or first aid stations.

e) Firefighting equipment signs: for example, hose reels,

extinguishers.

**2.** All signs in these categories should be easily seen and understood. In conditions of poor natural light, it may be necessary to provide either artificial illumination and/or to ensure the signs use reflective material.

**3.** Where possible, signs should be pictorial in design to assist those who cannot read or understand the language in which the sign is written.

### **48** Information signs

**1.** These are signs communicating information relative to the stadium or event or to specific restrictions. Such signs include:

a) Stadium plans: simplified ground plans shall be displayed at suitable locations, such as by main entrances, and, where appropriate, in places where they might benefit spectators. The ground plans should display any colour-coded information relating to ticketing and entry requirements.

**b) Stadium regulations/stadium code of conduct:** including information on prohibited items.

c) Directional signs: both outside and inside the ground.

d) Block, row and seat indicators.

**2.** Signs in these categories should not use predominant colouring which could lead to their being confused with safety signs.





### **49** Commercial signs and hoardings

**1.** Care should be taken to ensure that signs and hoardings in this category are located in such a way that they do not obscure or detract from safety or information signs, for example, by being too close, by blocking the line of vision, or by the overuse of predominant colours utilised in the safety or information signs.

**2.** Commercial signs must not restrict movement of spectators or block entrances and exits.

## 50 Alcoholic beverages

**1.** FIFA recognises that the regulation of the consumption of alcohol is critical. If the possession, sale, distribution or consumption of alcohol is to be permitted at a match, the event organiser must take all reasonable measures to ensure that the consumption of alcohol does not interfere with the spectators' safe enjoyment of the match. Unless otherwise regulated by the law of the country where the FIFA event takes place, the following minimum measures shall be applied:

**a)** Restrict the sale and distribution of alcohol to that by authorised personnel only.

**b)** Prohibit the possession and distribution of alcohol at the stadium premises (outer security perimeter) or in the stadium itself by any unauthorised individuals.

c) Prohibit the admission of any individual who appears to be drunk.

**d)** Prohibit the possession and distribution of glass, cans or any closed portable containers that may be thrown and cause injury.





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**2.** FIFA, the confederations and associations reserve the right to further restrict the possession, sale, distribution or consumption of alcohol at matches, including the type of beverages that may be sold, where alcoholic beverages may be consumed, or to ban alcohol, as deemed appropriate under the circumstances.





# 51 Fire services

**1.** The stadium safety and security management team shall plan, organise, control, monitor and review the necessary preventative and protective fire safety measures and record these arrangements in writing.

**2.** The host nation's fire safety legislation shall be referred to and adhered to within all stadiums.

**3.** It is a requirement that a competent person or authority produce a fire risk assessment. If the risk of fire at a stadium or a section of the stadium is deemed as medium to high, the capacity of the section should be limited to the number of spectators who can safely exit within the appropriate time.

# 52 Minimising fire risks

The following measures and practices should be considered when seeking to minimise the fire risk:

# a) Sources of ignition

The fire risk assessment should identify all potential sources of ignition at the stadium. Where possible, those sources should be removed or replaced. Where this cannot be done, the ignition source should be kept well away from combustible materials, be adequately guarded or made the subject of management controls. Ignition sources may include:

- i) Cooking appliances.
- ii) Central heating boilers.
- iii) Room heaters.
- iv) Light fittings.
- v) Certain electrical apparatus, especially if not maintained.
- vi) Smoking areas.

## b) Smoking

- i) The stadium safety and security management team must ensure that if smoking is permitted inside the stadium perimeter, it does not increase the risk of fire. This can be achieved by designating smoking areas at controlled points that are equipped with suitable ashtrays and extinguishers.
- ii) The stadium safety and security management team should adopt and enforce a clear policy on smoking for both staff and spectators. The policy should be supported by suitable signs and use of the public address system to inform spectators.
- iii) In areas which are constructed of, or contain, combustible or flammable items or materials, smoking should be strictly prohibited in that vicinity.

# c) Flares and fireworks

- i) The stadium safety and security management team must adopt and enforce a clear policy prohibiting spectators from bringing flares, fireworks or other forms of pyrotechnics into the stadium. This should be clearly stated in the stadium code of conduct.
- ii) Any event activities which include pyrotechnic displays must be included in the fire risk assessment and a formal plan prepared, which must be approved by the fire services and local authorities.

# d) Voids

Voids under seating areas, or under the flooring itself, are often used for the unauthorised storage of combustible materials. They may also accumulate waste or litter. All voids should be inspected prior to an event as part of the risk assessment and made safe.

# e) Waste and litter

The accumulation of waste and litter (such as programmes and food and drink packaging) should be avoided. Sufficient waste and litter bins must be provided throughout the stadium and arrangements made for their frequent emptying throughout the match.

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# f) High-risk fire areas

High-risk fire areas should be separated from any other parts of spectator accommodation by a construction having a fire resistance of at least 30 minutes. Such areas may include:

- i) Kitchens.
- ii) Catering outlets.
- iii) Hospitality areas.
- iv) Boiler rooms, oil fuel stores and general stores.
- v) Enclosed or underground car parks.

Adequate firefighting equipment must be positioned in these areas, taking into consideration the types of extinguisher required, such as  $CO_2$ , water, etc.

# g) Catering facilities

Wherever possible, all catering facilities should be located in permanent structures. Any temporary or mobile catering facility must be included in the fire risk assessment.

# h) Fuel or power supply

Special care should be taken to ensure that any fuel or power supply used for cooking or heating, in particular liquefied petroleum gas (LPG) cylinders, is stored safely.

# i) Hazardous materials

If it is necessary to utilise hazardous materials, such as fuels (whether in containers or within fuel tanks and machinery), fertilisers, weed killers, paints or gas cylinders used for medical purposes, they should, if held within or near to spectator facilities, be stored in fire-resistant facilities that have appropriate access control.

# j) Temporary structures and ancillary activities

Any temporary accommodation or facility must be included within the fire safety risk assessment. Any ancillary activity not included in the overall fire safety risk assessment must be the subject of a site-specific risk assessment.

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# 53 Fire warning and detection systems

**1.** Consideration should be given to the installation of an automatic fire detection (AFD) system in all high-risk fire areas and also in any unoccupied areas that contain a normal fire risk. This system should:

a) Give an automatic indication of the fire warning and its location.

**b)** If the fire warning panel is located in a part of the stadium other than the VOC, there should be a repeater panel sited in the VOC.

**c)** Be designed, installed, commissioned, maintained and tested by professionally competent persons.

**2.** Whichever warning or detection system is in place, the fire services must be informed immediately of any warning.

**3.** The procedures for notifying the fire services must form part of the stadium's contingency plans and staff must be trained accordingly.

# 54 Firefighting facilities and equipment

All stadiums must be provided with adequate firefighting equipment. Advice on the type, level of provision and positioning of firefighting equipment should be sought from the fire services or authority responsible for enforcing fire legislation. When providing such equipment, the following should be considered:

**a)** Where appropriate, hose reels should provide adequate protection to the whole floor area and be installed in a suitable position by entrances, exits and stairways.



**b)** Where hose reels are not provided, sufficient portable fire extinguishers should be installed to give adequate cover. The number and type will depend upon the structure's size, layout, fire separation and risk.

**c)** Fire blankets and appropriate fire extinguishers should be provided in all catering facilities and outlets.

**d)** Portable firefighting equipment should be located so that it cannot be vandalised but is readily accessible to staff when needed.

**e)** All firefighting equipment must be regularly inspected to ensure that it is in full working order.

# 55 Staff fire awareness and training

It is the event organiser's responsibility to ensure that all staff working at the stadium are aware of the need to guard against fire, including the possibility of arson. Staff should be trained in how to respond as follows:

**a)** To raise the alarm and inform the VOC immediately.

**b)** To save life and prevent injury to others, without becoming a casualty themselves.

**c)** Provided it is safe to do so, to attempt to put out the fire and/or prevent it from spreading.

**d)** To assist in the safe evacuation of the section/stadium/area concerned.





# 56 Emergency evacuation and places of safety

**1.** The emergency evacuation time is a calculation which, together with the appropriate rate of passage, is used to determine the capacity of the emergency exit system from the viewing accommodation to a place of safety or reasonable safety, during an emergency.

**2.** The fire risk assessment should take into account the availability and location of one or more places of safety or reasonable safety.

**3.** A place of safety may be a road, walkway or open space adjacent to, or even within, the boundaries of the stadium.

**4.** Within a large stadium, there may also be a need to designate a place or places of "reasonable safety", where people can be safe from the effects of fire for 30 minutes or more (unless otherwise stated by the host nation's laws and legislation), thus allowing extra time for them to move directly to a place of safety. A place of reasonable safety may include:

**a)** An exit route that is protected throughout its length by a construction having a fire resistance of 30 minutes, unless otherwise stated by the host nation's laws and legislation.

**b)** A stairway that is in the open air and protected from fire breaking out onto or below it.

c) The field of play.

**5.** Emergency evacuation routes, one inside and one outside of the stadium, must be agreed upon with the police, stewards, fire service, first aid and emergency services. The external evacuation route shall have two lanes and be negotiable by vehicle and must be kept unobstructed at all times.





**6.** The field of play within the stadium must be accessible by at least one vehicle entry point.

**7.** If it is determined that the field of play is to be used as a place of reasonable safety, there must be a method of subsequently moving evacuated spectators from the field of play to a place of safety outside the stadium.

# 57 Emergency evacuation of spectators with disabilities

Contingency plans for emergency evacuation must take into account the special needs of spectators with disabilities.

# 58 Medical

**1.** Every stadium must ensure that appropriate and qualified medical and first aid provisions are available for all spectators, including VIPs/VVIPs, in addition to the medical facilities set aside for players and officials.

**2.** In order to assess the level of requirement, the event organiser should commission a medical risk assessment from a competent person(s) or organisation.

**3.** Medical provisions must comply with the relevant national legislation for the provision of medical services at large public gatherings/sporting events. For further advice and guidance, stadium management should refer to the following FIFA publications:

**a)** Medical Assessment and Research Centre (F-MARC) – *Football Emergency Medicine Manual.* 

**b)** Football Stadiums – Technical Recommendations and Requirements.



# 59 TV and media

### 1. General

**a)** The stadium security officer is responsible for ensuring that TV and media activities do not interfere with the safety and security operations of the stadium.

**b)** Media and TV companies, in conjunction with the host broadcaster, must provide the stadium security officer with a risk assessment for their installations. In addition, the stadium security officer shall ensure that all media and TV facilities, whether permanent or temporary, are included within the overall stadium risk assessment.

**c)** The stadium security officer is responsible for ensuring that appropriate security is in place to prevent unauthorised access to TV broadcast compounds and other TV and media facilities, in agreement with the host broadcaster. He must further ensure that all TV and media equipment inside the stadium grounds is not stolen, vandalised or interfered with in any way. The following provides guidance on the levels of security required and principles to be applied:

- Level A: From the time that broadcast installation starts at a stadium (e.g. cabling, temporary buildings, etc.), suitable monitoring must be in place to prevent the accidental or deliberate tampering with the facilities at any time.
- ii) Level B: From the time that full technical or office installation starts at a stadium, 24-hour security must be provided for the broadcast compound. In addition, broadcast areas within the stadium must be included within the overall stadium security plan.
- iii) Level C: On match day and match day -1 (or on days when team training sessions or similar activities take place), full security must be in place to ensure that all broadcast areas are free from accidental or deliberate interference by unauthorised personnel.

d) TV and media parking and broadcast compounds must be

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segregated from the public and be provided with appropriate levels of lighting.

## 2. TV and media pre-event planning

a) Pre-event planning and briefings should include proposed arrangements for pre-match, half-time or post-match entertainment or ceremonies. Consideration should be given to appointing a safety and security liaison officer for media and TV activities.

**b)** If any TV or media provision results in restricted views for any areas of spectator accommodation, tickets for those areas should not be sold, and access to them not permitted for spectators during the event.

c) TV and media personnel unfamiliar with emergency procedures at the stadium should be fully briefed by the stadium security officer. This is particularly important with regard to any pitchside operators or remote camera positions.

# 3. TV and media pre-event inspections

The stadium security officer should consider the following:

- i) TV and media vehicles should not be parked in such a manner as to obstruct ingress and egress to the stadium.
- ii) Cables should not run along or across gangways or passageways, or otherwise obstruct the movement of spectators. Where laid in front of pitch perimeter exits, cables should be buried or installed in a cable duct
- iii) Where camera platforms are located above spectator areas, protective measures, such as netting, should be provided to guard against falling objects.
- iv) Where cameras or camera gantries are located in spectator areas, or where sight lines are restricted as a result of their location, seat kills must be factored into the overall capacity of that section of the stadium. Stadium management should also ensure that tickets for the affected areas are not sold.
- v) The precautions listed above apply also to loudspeaker systems and other media installations, such as video screens, stages, etc.



vi) The output from loudspeaker systems should not drown out police and stewards' radios, or the public address system. Provision should be made for an override switch (normally in the VOC), so that the loudspeaker output can be interrupted if necessary.

## 4. TV and media personnel - identification

**a)** All TV and media personnel, in particular everyone whose function requires them to operate around the field of play or have access to other restricted areas, should be clearly identified, but in such a way that their clothing cannot be confused with that of the stewards or other safety and security personnel.

**b)** Regardless of role and location, all media and TV personnel must be properly accredited.

# 60 Prevention of provocative and aggressive actions

## 1. Political action

The promotion or announcement of political or religious messages or any other political or religious actions, inside or in the immediate vicinity of the stadium, by any means, is strictly prohibited before, during and after matches.

#### 2. Provocative and aggressive action and racism

**a)** The event organiser must guarantee in cooperation with the local security authorities that, in the stadium or its immediate vicinity, supporters do not act in a provocative or aggressive manner. This includes, for example, unacceptable levels of verbal provocation or aggression towards players, match officials or opposing fans, racist



behaviour and banners and flags that bear provocative or aggressive slogans. If such actions arise, the event organiser and/or security forces must intervene over the public address system and immediately remove any offensive material. Stewards must draw the attention of the police to serious acts of misbehaviour, including racist insults, so that offenders may be removed from the stadium.

**b)** Furthermore, all associations and clubs shall observe the relevant FIFA regulations and implement all available measures to prevent such misconduct.

**c)** Any serious acts of misbehaviour, including racist insults, shall result in the offender being removed from the stadium, in line with the stadium code of conduct. If a civil or criminal offence is committed, the police shall be informed immediately so that appropriate action can be taken.

## 3. Supporter liaison officer

a) All associations shall employ a supporter liaison officer.

**b)** The supporter liaison officer shall be responsible for ensuring that all measures are taken to ensure that the association's supporters are prevented from engaging in any behaviour that may threaten safety or security inside or outside the stadium. The supporter liaison officer shall also make special efforts to identify and eliminate any violent tendencies and to eradicate or at least reduce existing prejudices.

**c)** The supporter liaison officer shall take the following measures in particular to meet the above objectives:

- i) Engage in dialogue with spectators and disseminate information.
- ii) Mix with spectators and encourage sensible behaviour.
- iii) Assist stadium stewards and police in dealing with unruly fans.



# 61 Stadium bans

**1.** The relevant authorities retain the right to impose a stadium ban or other sanctions on and take necessary legal action against any identified person(s) whose behaviour either inside the stadium or outside the stadium affects or poses a threat to the safety and security of the event or to other people.

**2.** The relevant authorities retain the right to impose sanctions and take legal action against any identified person(s) who is in breach of the stadium code of conduct or whose behaviour is in breach of local laws.

**3.** The relevant authorities must collaborate and exchange and verify information at their disposal before every event, thus ensuring the smooth application of stadium bans in the area of jurisdiction of the organiser.

4. Only the body that imposed the ban or other sanction may rescind it.

# 62 High-risk matches

**1.** It is primarily the responsibility of the host association to classify the matches and to determine whether a match is to be regarded as highrisk. This decision shall be taken as soon as possible after consultation with the relevant stakeholders, and in particular, with the senior national security advisor. The association shall inform the FIFA general secretariat of its decision immediately. In exceptional circumstances, the FIFA general secretariat or the respective confederation may, on the basis of its own information, designate the match as high-risk.





**2.** The following measures shall be implemented for matches classified as high-risk:

**a)** Strict segregation of fans by allocating sectors other than those indicated on the match ticket (enforced segregation).

**b)** Creating and reserving empty stadium sectors between "dangerous" spectator sectors.

**c)** Increasing the number of stewards and/or police officers, particularly at entry and exit points in spectator sectors, around the field of play and between groups of rival supporters.

**d)** Assigning stewards to the visiting association/club to accompany the fans from the airport, railway station, port or bus/tram station and back. Where appropriate, police services may also be required.

e) Employing a stadium announcer from the visiting association/club.

**f)** Keeping spectators in the stadium at the end of the match until order can be guaranteed outside the stadium. In such cases, the following principles shall be observed:

- i) Shortly before the end of the match, the decision to retain a group of supporters shall be announced over the public address system in the language of the supporter group concerned.
- ii) The match organiser shall ensure that, during the period of retention, the retained supporters have access to refreshments and sanitary facilities.
- iii) If possible, the retained supporters shall be entertained (music, giant screen, etc.) to help the waiting time pass more quickly and keep them calm.
- iv) The retained supporters should be informed regularly of how much longer they may have to wait before being allowed to leave the stadium.

**3.** Whilst FIFA may decide at any time to appoint a FIFA security officer for its matches, a FIFA security officer will be appointed for all high-risk matches.

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**4.** Associations, confederations and event organisers shall report to the FIFA Security Division any information that may be relevant to illegal activity, illegal gambling or match-fixing. The FIFA Security Division retains the right to appoint an investigator or investigators to any match or event that is under suspicion of illegal activities, illegal gambling or match-fixing without prior communication with the association, confederation or event organiser. Associations shall cooperate fully with FIFA with regard to the above and, where requested, facilitate the investigator(s) attending the match and conduct interviews as required.

# 63 FIFA Beach Soccer World Cup

**1.** The articles contained within these regulations shall also apply to FIFA Beach Soccer World Cups, with the exception of those articles or parts of articles as defined in **Annexe E**.

**2.** It is recognised that certain aspects of safety and security are specific to the requirements of FIFA Beach Soccer World Cups. Further guidance on the additional and/or minimum requirements is provided in **Annexe E**.

# 64 FIFA Futsal World Cup

**1.** The articles contained within these regulations shall also apply to FIFA Futsal World Cups, with the exception of those articles or parts of articles as defined in **Annexe F**.

**2.** It is recognised that certain aspects of safety and security are specific to the requirements of FIFA Futsal World Cups. Further guidance on the additional and/or minimum requirements is provided in **Annexe F**.





# 65 Administrative rules

If a stadium does not meet the structural, technical, organisational and operational requirements specified in these regulations, and severe safety, security or disorder problems are to be expected as a result, a stadium may be prohibited from hosting FIFA events.

# 66 Violations

Violations of these regulations may be subject to disciplinary measures in accordance with the FIFA Disciplinary Code, provided these regulations are applicable in accordance with article 1.

# 67 Matters not provided for

Any matters that are not provided for in the present regulations shall be dealt with by the relevant FIFA bodies. Such decisions are final.

# 68 Diverging texts

The regulations exist in the four official languages of FIFA (English, French, German and Spanish).

If there is any discrepancy between the four texts, the English version shall be authoritative.

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The FIFA Executive Committee adopted these regulations on 14 December 2012. These Stadium Safety and Security Regulations shall come into force on 1 January 2013.

Tokyo, 14 December 2012

For the FIFA Executive Committee

President: Joseph S. Blatter Secretary General: Jérôme Valcke





Annexe A	Requirements of the national security officer, the senior national security advisor and the stadium security officer
Annexe B	Counter-terrorism
Annexe C	Recommended content of the stadium code of conduct
Annexe D	Stadium areas and zones
Annexe E	Guidance for FIFA Beach Soccer World Cups
Annexe F	Guidance for FIFA Futsal World Cups

## Acknowledgements

FIFA acknowledges the support provided by the Sports Grounds Safety Authority and its agreement to the reproduction, where appropriate, of advice contained in the *Guide to Safety at Sports Grounds*.



## Requirements of the national security officer

In order to discharge his duties properly, the national security officer should meet the following requirements:

#### Competence

A person will be regarded as occupationally competent for the role of national security officer when he has sufficient training, experience and knowledge to be able to fully perform his roles and responsibilities.

### Status

During FIFA events, the national security officer should be recognised as being in overall control of operational safety and security management issues relating to the event in conjunction with the senior police commander/senior national security advisor. On non-match days, he should be regarded as the principal advisor to the member association on all safety and security issues in relation to football stadiums and hosting FIFA events.

The national security officer will be responsible for ensuring that all stadium security officers appointed for FIFA events are properly trained and competent. He will provide guidance and advice to ensure that any stadium used for a FIFA event meets FIFA's minimum safety and security standards.

## Requirements of the senior national security advisor

In order to discharge his duties properly, the senior national security advisor should meet the following requirements:

## Competence

The senior national security advisor shall be a serving senior police officer who has experience and knowledge of sporting events.





### Status

The senior national security advisor should not be a full-time position but should involve regular contact with the national security officer. During events, he will be in overall control of all security matters involving the police

and/or other relevant agencies and will work with the national security officer to ensure constant liaison between authorities and event organisers.

The senior national security advisor shall be instrumental in assisting with the planning and preparation of a FIFA event and with the delivery of resources

to provide the security infrastructure together with the relevant authorities. He shall also oversee the production of major incident plans.

## Requirements of the stadium security officer

In order to discharge his duties properly, the stadium security officer should meet the following requirements:

## Competence

A person will be regarded as occupationally competent for the role of stadium security officer when he has sufficient training, experience and knowledge to be able to fully perform his roles and responsibilities.

#### Status

The stadium security officer should be recognised as being in overall control of operational safety and security management issues on a match day in conjunction with the senior police commander at the stadium. On non-match days, the stadium security officer should be regarded as the principal advisor to the stadium management on all safety and security issues.

Although the stadium security officer may be appointed on a part-time basis, he must not be deployed on the day of a match in which they have had no input into the safety and security planning at that stadium.





## **Counter-terrorism**

FIFA events are targets for terrorist groups or individuals, regardless of whether the host nation possesses an intrinsic capability. Terrorism can come in many forms, not just physical, and can include threats or hoaxes designed to frighten and intimidate.

All counter-terrorism matters should be addressed by the relevant national authorities as part of an overall national security strategy, and specific advice relating to terrorist threats must be obtained from the relevant national authorities prior to the start of any FIFA event. Counter-terrorism measures should be integrated into stadium contingency plans wherever possible.

As a basic measure, the stadium safety and security management team should establish low-level search and awareness policies. The vigilance of all staff (including cleaning, maintenance and ground staff and contract staff) is an essential means of deterrence and detection. As they know their own work areas, stadium staff should be encouraged to be alert to unusual behaviour or items that are out of place.

Basic searches of the stadium should be conducted as part of a daily routine, especially on match days. As a guideline, stadium searches should be conducted on the following occasions:

**a)** Prior to a stadium being handed over for a FIFA event and accreditation being enforced.

- **b)** Prior to any official training taking place at the stadium.
- c) Prior to any match.

Detailed searches utilising professional resources should be conducted in response to any specific threat or on the discovery of a suspicious item.





All staff must have the confidence to report anything suspicious in the knowledge that reports, including false alarms, will be taken seriously and regarded as a contribution to the safety and security of the event. Under the direction of the senior national security advisor, training and briefings should be conducted at all stadiums for all staff, not only safety and security employees. Staff should be briefed to look out for packages, bags or other items in odd places, carefully placed (rather than dropped) items in rubbish bins and unusual interest shown by strangers.

If there is an increased risk of terrorist activity at a particular stadium or across the whole event, it may be necessary to conduct more thorough searches of people and vehicles entering the stadium. This may require additional resources on the approaches to the turnstiles or entry points, which in turn may reduce the rate at which spectators can enter on match days. If this is the case, it may be necessary to inform spectators in advance and open the gates earlier than usual to compensate for the time it will take spectators to pass through security.

#### Search plans

The stadium security officer and the local police commander are responsible for developing a stadium search plan.

**a)** Search plans should be prepared in advance of the event and all staff should receive training and perform rehearsals for them.

**b)** The overall objective of the plan is to make sure that the entire stadium area is searched in a systematic and thorough manner so that no part is left unchecked.

**c)** Those best placed to search a stadium are those who work there on a regular basis. Police and other agencies can conduct searches, but they may not be familiar with the layout or be aware of what should be there or is out of place, and as such cannot search as quickly or as thoroughly as stadium staff.



**d)** The member(s) of staff nominated to carry out the search do not need to have expertise in explosives or other types of device, but they must be familiar with the place they are searching. They are looking for any items that should not be there, that cannot be accounted for or are out of place.

e) Ideally, those conducting searches should do so in pairs.

#### **Recommended** action

Consider dividing the stadium into sections that are of a manageable size and easily understood.

The search plan should have a written checklist, to be signed when completed by the stadium security officer. A copy should be held in the VOC.

Remember to include any stairs, fire escapes, corridors, toilets and lifts in the search plan, as well as car parks, service yards and other areas outside that fall within the outer perimeter of the stadium.

If evacuation is considered or implemented, then a search of the assembly areas, the routes to them and the surrounding area should also be made prior to evacuation.

Consider the most effective method of initiating the search, for example by sending a message to the search teams over a public address system (the messages should be coded to avoid unnecessary disruption and alarm to the public).

Search plans should incorporate the following key instructions:

- a) Do not touch or attempt to move any suspect items.
- **b)** Move everyone away to a safe distance and out of line of sight.
- c) Notify the VOC immediately.
- d) Prevent others from approaching the suspect item.



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**e)** Communicate safely and calmly to staff, officials, players, VIPs/VVIPs and spectators who are in the area.

**f)** Only use hand-held radios or mobile phones away from the immediate vicinity of a suspect item, remaining out of line of sight and behind hard cover.

**g)** Ensure that whoever found the item or witnessed the incident remains on hand to brief the police.

#### Searching of persons entering a venue

Subject to the threat assessment, once a stadium search is complete all persons entering the stadium should be subjected to a search regime.

### Consider the following:

**a)** Anyone refusing to be searched will not be permitted access into the stadium.

**b)** The search regime is for everyone entering the stadium, including all staff, goods deliverers, volunteers and members of the public.

c) Consider advising spectators that searches will be carried out. They should arrive early and be encouraged not to bring bags. This can be achieved via tickets, websites or pre-event advertising. A list of banned items should also be included in the information.

**d)** Ensure that the search staff are properly briefed and trained on their powers and what they are searching for.

**e)** If detection equipment such as metal detectors and scanners is used, ensure that those operating the equipment fully understand how they work and their limitations.

f) Ensure that the search areas have sufficient space.



g) Ensure that there are sufficient staff to carry out the searches.

**h)** Ensure that there are sufficient search facilities to handle the expected attendance within the available time.

i) If there is a car park within the outer perimeter of the stadium being used, all cars entering the car park must be searched.

**j)** The vehicles of VIPs/VVIPs, players and officials should be searched daily and, where possible, guarded to prevent any interference. When transporting VIPs/VVIPs, players and officials to the stadium, vehicles should be fully searched prior to passengers alighting from the vehicle and escorted to the stadium by police so as to avoid them having to be searched on entry to the stadium.





### Recommended content of the stadium code of conduct

For all FIFA events, a formal stadium code of conduct shall be established between FIFA, the host nation, the relevant local authority and the stadium authority.

The stadium code of conduct shall contain provisions that help to reduce the risk of any spectator behaviour that may threaten safety, security or good order. If these provisions are violated, the offender(s) shall be punished in accordance with the host nation's laws and subject to eviction and/or banning from stadiums.

When drawing up the stadium code of conduct, the following should be considered:

### 1. Entry to the stadium

This section describes the conditions of entry into the stadium by visitors and accredited persons. It should include the requirements of producing a valid ticket or accreditation and, where requested, proof of identity. Furthermore, stadium visitors and accredited persons must submit to searches and agree that access is limited to those areas of the stadium as specified on the ticket or accreditation.

#### 2. Prohibited items

This section deals with all items that stadium visitors and accredited persons are not permitted to use, possess, hold or bring into the stadium. Prohibited items are loosely grouped into the following categories:

**a)** Any item that could be used as a weapon, cause damage and/or injury or be used as a projectile.

**b)** Illegal substances, not just limited to narcotics.

**c)** Items of a racist, xenophobic, charitable or ideological nature or items that could detract from the sporting focus.



**d)** Items that increase the risk of fire or are harmful to health, not solely pyrotechnics.

**e)** Animals, except those used for the purpose of assisting people with disabilities or impairments.

f) Large, unwieldy objects that cannot be stowed under a seat.

**g)** Any item that could distract the players and/or officials, including laser pointers and items that produce excessive volumes of noise.

h) Promotional or commercial materials.

i) Recording devices or cameras of any kind other than those for personal use.

**j)** Any other object that could compromise public safety and security and/or

harm the reputation of the event.

k) Any items that could restrict the view of other spectators.

#### 3. Common sense conduct inside the stadium

This section sets out the required standard of behaviour of stadium visitors and accredited persons whilst inside the stadium. It should include, but not be restricted to, such provisions as:

Stadium visitors and accredited persons shall:

**a)** Conduct themselves in a manner that is not offensive to, endangers the safety of, hinders or harasses others.

**b)** Only occupy seats and hospitality facilities as indicated on the ticket.

**c)** Not cause obstructions or restrict the circulation of people or vehicles.

d) Not drop litter.



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**f)** Not enter the field of play or other restricted areas, unless authorised.

g) Not obstruct the view of others.

**h)** Not throw any objects or substances at others or on to the field of play.

i) Not cause fire or the risk of fire or use pyrotechnics of any kind.

**j)** Not act in a manner that could cause offence to others, including but not restricted to acts of racism.

**k)** Not act in a manner that could detract from the sporting event.

I) Not sell goods or tickets to others unless authorised to do so.

m) Not create any threat to safety or life, or harm themselves or others.

n) Not climb on or over any structures not intended for general use.

**o)** Unless authorised to do so, not record, photograph, transmit or disseminate any sound, image, description or result of any activity within the stadium for commercial use.

**p)** Not act in a manner that could distract or harm the players or officials.

**q)** Not engage in any activity that could compromise the safety, security or reputation of the event.

When drawing up the stadium code of conduct, the local laws, customs and past spectator behaviour will need to be considered.

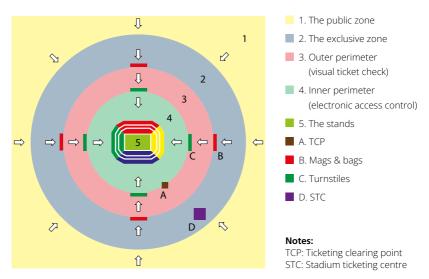




## Stadium areas and zones

#### Stadium perimeters and areas

Stadiums used during FIFA events are divided into five distinct perimeters, as follows:



#### 1. Public zone

This area includes the city and surrounding outskirts of the stadium precinct and is outside of stadium control.

#### 2. Exclusive zone

This is the exclusive commercial zone, which is strictly monitored according to the Rights Protection Programme (RPP) rules and regulations for the FIFA event.

## 3. Outer perimeter (visual ticket check)

The first visual check of a pass and search are carried out at this perimeter. Access to this area requires a valid accreditation badge or match ticket.





#### 4. Inner perimeter (electronic access control)

This is where the turnstiles are located and also includes the public access areas and hospitality suites.

#### 5. Stands

These are the seating areas and playing field.

### Stadium zones

Stadiums used during FIFA events are designated nine further zones, which are designed to control access to restricted areas and areas of work for those with accreditation. The designated zones will be indicated on accreditation passes. Only persons with the correct accreditation showing the zone number may enter that zone.

On match days, supplementary accreditation devices (SADs) may be deployed to further restrict access to key zones such as zones 1 and 2.

It is recommended that signs be put up at all entry points into the various stadium zones showing which passes are valid for entry.

Zone	Area	Details
1	Field of play	<ul> <li>Pitch</li> <li>Substitutes' benches</li> <li>Fourth official's bench</li> <li>Photographers' positions</li> <li>Pitch access and tunnel</li> </ul>
2	Competition areas	<ul> <li>Dressing rooms, players</li> <li>Dressing rooms, referees</li> <li>Medical examination room</li> <li>FIFA delegation room</li> <li>Doping control room</li> <li>Corridors (with access to these areas)</li> <li>Teams' and officials' drop-off and pick- up points</li> </ul>



#### ANNEXE D

	Zone	Area	Details
	3	Public areas	<ul> <li>General public entrance and areas</li> <li>Public toilet facilities</li> <li>Public concession stands</li> <li>Public first aid facilities</li> <li>Commercial and host city displays</li> <li>Spectator accommodation</li> </ul>
	4	Operations areas (offices)	<ul> <li>FIFA and LOC office</li> <li>VOC</li> <li>Stadium announcer, giant screen and sound rooms</li> <li>Medical facilities</li> <li>IT room</li> <li>FIFA and LOC storage rooms</li> <li>Police and security facilities</li> </ul>
	5	VIP areas	<ul> <li>VIP reception room</li> <li>VIP stand</li> <li>VIP interview area</li> <li>VVIP area</li> </ul>
	6	Media tribune	<ul> <li>Print media seats</li> <li>Seats for radio and TV commentators and observers</li> <li>Mixed zone</li> <li>Press conference room</li> </ul>
	7	Media centre	<ul> <li>Media work area</li> <li>Media catering area</li> <li>Media briefing area</li> <li>Photographers' area</li> <li>Development and service centres</li> </ul>
	8	Broadcast area	<ul><li>TV compound</li><li>TV and radio studios</li></ul>
	9	Hospitality area	<ul> <li>Commercial affiliates' village</li> <li>Commercial hospitality</li> <li>Hospitality lounges</li> <li>Sky boxes</li> </ul>



#### FIFA Beach Soccer World Cups

#### General

**1.** The articles contained in these regulations shall be referred to, taking into consideration the deletions and insertions detailed below.

**2.** It is recognised that certain aspects of safety and security are specific to the requirements of FIFA Beach Soccer World Cups. This Annexe provides further guidance, highlighting the additional and/or minimum requirements.

Article	Delete	Insert	Further guidance/comments
7	3. d)		Full risk assessments must be completed, paying particular attention to the construction and type of materials used to construct the stadium site, including back of house areas.
9	2. e) vi)		
11			If car parks are contained within the outer perimeter of the stadium site or within 500 metres of the stadium, they must be included in the risk assessment and stadium security plan.
12	1. k)		
14			Some matches are likely to attract greater spectator demand than the capacity of the stadium and this must be factored into the steward deployment plan, and where required additional police support secured.
15	1. d) 1. f)		
16	f)		





Article	Delete	Insert	Further guidance/comments
21			Of particular importance, stewards must be able to clearly identify when the stadium has reached maximum capacity, and take appropriate action to prevent overcrowding and subsequent overloading of the stadium structure.
24			The construction of the stadium must be robust enough to support the calculated weight loading, in line with article 35. This must be included in the safety certificate.



Article	Delete	Insert	Further guidance/comments
25	1. a)	Public admittance is permitted without tickets free of charge on a first- come, first-served basis, subject to the maximum safe capacity of the stadium.	<ul> <li>Spectators are expected to come and go throughout the day, with anticipated surges for popular matches, such as those involving the host nation's team. As such, there must be a robust access control mechanism in place to ensure that the stadium never exceeds its maximum safe capacity. The following points are to be considered:</li> <li>There must be a counting system to count entries into and exits from the spectator viewing areas.</li> <li>The stadium security officer must monitor the crowd at all times to ensure that no sections of the stadium become overcrowded.</li> <li>Entrances into the spectator viewing areas must be able to be closed once the stadium has reached its maximum safe capacity, whilst leaving suitable separate exit routes for spectators leaving the stadium under normal conditions or in an emergency.</li> <li>Access into the spectator viewing areas must be controlled at all times.</li> </ul>
26	Art. 26		







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Article	Delete	Insert	Further guidance/comments
29	1. a) 1. g)	That the person possesses a valid permit to gain access to restricted areas of the stadium. That the person complies with the stadium code of conduct.	
31			The stadium site must have appropriate levels of full-time security from the moment construction of the site starts. This shall include the TV broadcast compound and media facilities.
32	3. 4. 5. 6.		Due to the construction of beach soccer stadiums, the field of play should at no time be considered as a suitable evacuation route, place of safety or reasonable place of safety. As such there must be sufficient emergency exit routes from the stadium to a place of safety for spectators as well as officials and players.
36	2. a) viii)		
45			It is essential that the spectators entering the stadium site are aware at all times of the number of available seats in the viewing area, so that expectation management can be handled away from the entry points into the spectator viewing areas to avoid congestion, overcrowding and surges.
56	4. 6. 7.		Due to the construction of beach soccer stadiums, the field of play should at no time be considered as a suitable evacuation route, place of safety or reasonable place of safety.
62	2.		

1

#### **FIFA Futsal World Cups**

#### General

**1.** The articles contained in these regulations are to be referred to, taking into consideration the deletions and insertions detailed below.

**2.** It is recognised that certain aspects of safety and security are specific to the requirements of FIFA Futsal World Cups. This Annexe provides further guidance, highlighting the additional and/or minimum requirements.

**3.** When these regulations refer to a stadium, it shall also mean a sports hall.

Article	Delete	Insert	Further guidance/comments
7		p) Areas of the sports hall not being used for the FIFA event.	
11			If car parks are contained within the outer perimeter of the stadium site, or within 500 metres of the stadium, they must be included in the risk assessment and stadium security plan.
24			The safety certificate must incorporate all areas within the sports hall, whether they are used or not during the FIFA event.
32			The field of play should at no time be considered as a place of safety.
34			FIFA Futsal World Cups are to be played in all-seater stadiums.
36			A single VOC must be established for the sports hall. While it may not be possible for the VOC to have a physical overview of the football pitch and viewing areas, it must have sufficient CCTV coverage to allow monitoring of crowd conditions.



#### **ANNEXE F**

Article	Delete	Insert	Further guidance/comments
39			All lighting inside the sports hall must have an uninterruptable power supply to ensure that there are no periods of blackout, either on the field of play, or within the stairways, vomitories and entry/exit routes.
41			CCTV coverage should also include areas within the sports hall that are not in use for the FIFA event.
51		1. Fire risk assessments must include all areas of the sports hall, whether they are in use or not during the FIFA event.	
53			Consideration should be given to including fire detection and warning systems in all areas of the sports hall, whether they are in use or not during the FIFA event.
54		f) Suitable fire precautions that meet the host nation's regulations shall be implemented in all areas of the sports hall, whether they are in use or not for the FIFA event.	
56			The field of play should at no time be considered as a place of safety.







**Equipment Regulations** 



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#### **PART ONE: INTRODUCTION**



#### 1.1

The FIFA Council approved these Regulations on 20 June 2022. They come into force on 20 June 2022, replacing the 2015 FIFA Equipment Regulations with effect from that date.

#### 1.2

These Regulations govern the Playing Kit and other clothing and equipment used by the Team Delegations of Member Associations, Clubs, or eFootball Clubs (as applicable), as well as eFootball Players competing on an individual basis, when they are participating in any of the Competitions and Matches identified in section 2B.

- 1.2.1 Part Two of these Regulations sets out principles that apply generally to all such Playing Kit and other clothing and equipment.
- 1.2.2 Part Three sets out provisions that are specific to the Playing Kit and other items that must be worn or used by Players during a Match in a Competition that is not a FIFA beach soccer or futsal Competition or FIFA eFootball Competition and during International Friendly Matches; while Parts Four and Five set out provisions specific to the other clothing and equipment that may be worn or used by the members of a Team Delegation during, before or after such Matches.
- 1.2.3 Part Six sets out the clothing and other items that must, or may, be worn by the members of a Team Delegation in connection with a FIFA beach soccer Competition or a FIFA futsal Competition.
- 1.2.4 Part Seven sets out the clothing and other items that must, or may, be worn by eFootball Players and any other members of a Team Delegation in connection with a FIFA eFootball Competition.
- 1.2.5 Part Eight sets out the kit and other clothing to be worn by the Match Officials and by the Match Support Personnel at the Matches specified in these Regulations.



- 1.2.6 Annexe A sets out rules to be used to interpret these Regulations, as well as the meaning of the defined words and phrases used in these Regulations that are identified by capitalised and underlined text. The meaning of defined words and phrases used in these Regulations that are identified by capitalised and italicised text is set out in article 13.1, 14.1, or 15.1. Such defined words and phrases provide greater assistance in navigating these Regulations.
- 1.2.7 Annexe B sets out the process to be followed by Member Associations, Clubs, eFootball Clubs, and eFootball Players to obtain FIFA's approval for Playing Kit and other clothing and equipment covered by these Regulations.

Other FIFA rules and regulations also apply to these issues, as follows:

- 1.3.1 The primary rules applicable to the use of kit and equipment on the field of play are set out in Law 4 of the Laws of the Game, as amended from time to time. In the event of conflict between the Laws of the Game and these Regulations, the Laws of the Game prevail.
- 1.3.2 The FIFA Disciplinary Code, as amended from time to time, will govern any action taken to enforce these Regulations. Any sanctions or consequences imposed pursuant to the FIFA Disciplinary Code or other relevant rules to which FIFA is bound (e.g. the World Anti-Doping Code) that conflict with these Regulations (e.g. because they mandate the use of neutral uniforms by a Team in a Competition covered by these Regulations) prevail over these Regulations.
- 1.3.3 The regulations applicable to a specific Competition (in particular, the FIFA Media and Marketing Regulations) and/or FIFA circulars may include further provisions relating to the use of clothing and other equipment in that Competition, including, in particular, clothing and other equipment used in Competition areas other than the Controlled Areas, and provisions aimed at preventing Ambush Marketing. In case of conflict between these Regulations and such Competition regulations and/or FIFA circulars, these Regulations will prevail.



FIFA may amend these Regulations from time to time to take account of technological and/or other developments. The amendments will come into effect on the date on which they are published, unless FIFA specifies otherwise.

#### 1.5

Confederations and Member Associations are encouraged to use these Regulations as the basis for regulating the use of clothing and other equipment in their own competitions.

# **2** SCOPE OF APPLICATION OF THESE REGULATIONS

#### 2A. Parties bound by these Regulations

#### 2.1

These Regulations apply to Member Associations and Clubs fielding Teams in a Competition or Match specified in section 2B. They also apply to other entities (such as private commercial gaming teams) fielding Teams in a FIFA eFootball Competition specified in section 2B (each, an "eFootball Club"). Each such Member Association, Club and eFootball Club must comply in full, and must ensure that each individual member of its Team Delegation complies in full, with these Regulations and with any circulars, guidelines, directives, and/or decisions issued by FIFA at any time in relation to these Regulations.

#### 2.2

Each individual member of a Team Delegation, each eFootball Player that enters a FIFA eFootball Competition on an individual basis, and each Match Official and Match Support Person must also comply in full with these Regulations and with any circulars, guidelines, directives, and/or decisions issued by FIFA at any time in relation to these Regulations.

#### 2B. Competitions and Matches covered by these Regulations

#### 2.3

These Regulations apply to the following competitions (together, the "Competitions"):

2.3.1 They apply in full to the following FIFA competitions ("FIFA Final Competitions"):





- 2.3.1.1 the FIFA World Cup<sup>™</sup> final competition, the FIFA Women's World Cup<sup>™</sup> final competition, and the FIFA Club World Cup<sup>™</sup>;
- 2.3.1.2 the FIFA U-20 World Cup<sup>™</sup> final competition, the FIFA U-20 Women's World Cup<sup>™</sup> final competition, the FIFA U-17 World Cup<sup>™</sup> final competition, the FIFA U-17 Women's World Cup<sup>™</sup> final competition, and the Blue Stars/FIFA Youth Cup<sup>™</sup> final competition; and
- 2.3.1.3 the FIFA Beach Soccer World Cup<sup>™</sup> final competition, and the FIFA Futsal World Cup<sup>™</sup> final competition.
- 2.3.2 With the exception of any competition that is organised by a Confederation, they also apply in full to the competitions staged as qualifying competitions for the FIFA Final Competitions ("FIFA Preliminary Competitions").
- 2.3.3 With the exception of any competition that is organised by a Confederation, they also apply in full to the competitions that function as qualifying competitions for the Men's, Women's and Youth Olympic Football Tournaments.
- 2.3.4 They also apply in full to the following eFootball competitions ("FIFA eFootball Competitions"):
  - 2.3.4.1 team-format competitions in which eFootball Players in a Team representing a Member Association compete against other eFootball Players in Teams representing other Member Associations (e.g. FIFAe Nations Cup<sup>™</sup>);
  - 2.3.4.2 team-format competitions in which eFootball Players in a Team representing a Club or eFootball Club compete against other eFootball Players in Teams representing other Clubs or eFootball Clubs (e.g. FIFAe Club World Cup<sup>™</sup>); and
  - 2.3.4.3 competitions in which eFootball Players compete against each other on an individual-format basis, either on behalf of a Member Association, Club or eFootball Club, or in an individual capacity (e.g. FIFAe World Cup<sup>™</sup>).



2.3.5 Unless FIFA states otherwise, these Regulations will also apply in full to any successor to any of the above Competitions and to any new FIFA competitions.

#### 2.4

Parts Two and Three of these Regulations also apply to International Friendly Matches unless confirmed otherwise by FIFA. Unless confirmed otherwise by FIFA, the Member Associations and/or Confederations will implement and enforce Parts Two and Three of these Regulations in respect of International Friendly Matches, and the relevant Member Associations and/or their Confederations will regulate all other aspects of clothing and equipment use at International Friendly Matches.

#### 2C. Areas of the Match venue covered by these Regulations

#### 2.5

These Regulations apply to clothing worn and equipment used on the day of the Match<sup>1</sup> by members of the Team Delegations, the Match Officials, and the Match Support Personnel in all areas of the Match stadium or arena (as the case may be) for which an official accreditation or other security device (not just a Match ticket) is required for access, including the field of play and areas immediately surrounding the field of play, the stage or platform (in respect of FIFA eFootball Competitions), technical areas, warm-up areas, the referee review area, tunnel, dressing rooms, medical and doping control areas, media and interview areas, arrival and departure zones, and all corridors and other spaces connecting such areas (the "Controlled Areas"). The VOR is also considered a Controlled Area for the purposes of these Regulations, even if it is located away from the Match venue.

#### 2.6

These Regulations also apply to the stands and VIP/hospitality areas in the Match venue, but only to the extent that members of the Team Delegation are required to be present there while acting in that capacity (e.g. substitute Players sitting in the stands due to social distancing measures). They do not apply to representatives or affiliates of a Team or to members of a Team Delegation who are present in such areas as ticket-holders or invited guests. Other FIFA rules and/or regulations may apply to such individuals, depending on the Competition.

<sup>1</sup> On non-Matchdays, the FIFA Media and Marketing Regulations of the Competition in question apply.





#### 2D. Enforcement

#### 2.7

Where applicable, the Match Commissioner will report to FIFA any instance of apparent non-compliance with these Regulations. The Match Commissioner may confiscate the item(s) in question and provide them to FIFA along with a written report.

#### 2.8

Whether or not a report is received from the Match Commissioner, FIFA may investigate any instances of potential non-compliance with these Regulations, with a view to potentially bringing proceedings under the FIFA Disciplinary Code. All parties have a duty to cooperate fully and in good faith with such investigations.

### **3** LEGAL CONDITIONS

#### 3.1

The FIFA Council will resolve any matters arising that are not provided for in these Regulations, and will address what should happen where events of force majeure impact on the ability to implement these Regulations.

#### 3.2

Decisions made by FIFA in respect of enforcement of these Regulations are final and binding and may not be appealed.

#### 3.3

Proceedings for alleged breach of these Regulations will be brought before the FIFA Disciplinary Committee. Subject thereto, in accordance with article 57 of the FIFA Statutes, any dispute arising in relation to these Regulations and any challenges to decisions made by FIFA in respect of these Regulations are subject to the exclusive jurisdiction of the Court of Arbitration for Sport. The applicable law governing the dispute/challenge will be the FIFA Statutes and these Regulations, with Swiss law applying subsidiarily.

#### 3.4

FIFA will not be liable in any circumstances to any Member Association, Club, eFootball Club, Team Delegation member, Manufacturer, sponsor, Confederation, or other party for any claims, losses, fees, damages, costs, taxes or other charges of any kind whatsoever that may arise or be incurred as a direct or indirect result of the implementation of these Regulations.



#### PART TWO: PROVISIONS APPLICABLE TO ALL ITEMS OF CLOTHING AND EQUIPMENT COVERED BY THESE REGULATIONS

# **4** GENERAL PRINCIPLES

#### 4.1

This Part Two applies to all of the items of Playing Kit and other clothing and equipment covered by these Regulations.

#### 4.2

Where FIFA so requires in accordance with Annexe B, a Member Association, Club or eFootball Club (or eFootball Player who is entering a FIFA eFootball Competition in an individual capacity) must not use or allow any member of their Team Delegation to use any Playing Kit or other clothing or equipment covered by these Regulations in connection with a Competition or a Match set out in section 2B unless and until the Member Association, Club, eFootball Club or eFootball Player in question has obtained written confirmation that the item complies in full with these Regulations and any other applicable rules or regulations, and/or with any circulars, guidelines, directives, and/or decisions issued by FIFA, and contains only elements that are specifically authorised under these Regulations.

#### 4.3

No item (of Playing Kit or other clothing or equipment or otherwise) may be worn or used in any Controlled Area if FIFA considers that it:

- 4.3.1 is dangerous, offensive or indecent, includes political, religious, or personal slogans, statements, or images, or otherwise does not comply in full with the Laws of the Game;
- 4.3.2 confers an unfair sporting advantage or fundamentally alters an essential aspect of the game;
- 4.3.3 seeks to imply a connection with FIFA, or to exploit goodwill belonging to FIFA, or otherwise constitutes Ambush Marketing; or





4.3.4 (where FIFA has so required) has not been formally approved by FIFA in accordance with Annexe B as being fully compliant with these Regulations and/or with any other applicable rules or regulations, and/ or with any circulars, guidelines, directives, and/or decisions issued by FIFA.

#### 4.4

Each Member Association, Club and eFootball Club, and each eFootball Player who is entering a FIFA eFootball Competition in an individual capacity, must ensure that they have all of the rights and licences required for the members of their Team Delegation to wear and use their Playing Kit and other clothing and equipment in Competitions and/or International Friendly Matches (as applicable), and that the wearing and use of such Playing Kit, clothing, and other equipment will not infringe the rights of any other party.

#### 4.5

Each Member Association, Club and eFootball Club, and each eFootball Player who is entering a FIFA eFootball Competition in an individual capacity, must indemnify FIFA in respect of any claims, losses, fees, damages, costs, taxes, or other charges or expenses of any kind whatsoever that FIFA incurs because of the failure or alleged failure of the Member Association, Club, eFootball Club or eFootball Player (as applicable) to comply in full with the requirement in article 4.4.

### **5** MANUFACTURING CONSIDERATIONS

#### 5A. Safety

#### 5.1

The Playing Kit and other clothing and equipment falling within the scope of these Regulations must not pose any risk of inflicting injury or illness on the person wearing or using it or on anyone else. In particular:

- 5.1.1 It must be possible to close a collar opening on a Shirt or eFootball Shirt securely for the duration of the Match.
- 5.1.2 No collar opening on a Shirt or eFootball Shirt may be longer than 5cm, measured down from the front of the opening.





- 802 PART TWO: PROVISIONS APPLICABLE TO ALL ITEMS OF CLOTHING AND EQUIPMENT COVERED BY THESE REGULATIONS
  - 5.1.3 Items used to fasten the collar on a Shirt or eFootball Shirt such as zippers, buttons, or magnets must not be of a shape or made of a material that creates a risk of laceration or contusion. A drawstring may not be used to fasten the collar.
  - 5.1.4 Zippers (whether metal or of another material) are not permitted on gloves (including goalkeeper gloves) if they pose a threat to the person wearing the gloves or to others.
  - 5.1.5 If drawstrings are incorporated into the waist of Shorts, they must be kept inside the Shorts at all times.
  - 5.1.6 Pockets are not permitted on any item of Playing Kit.

















PART TWO: PROVISIONS APPLICABLE TO ALL ITEMS OF CLOTHING AND EQUIPMENT COVERED BY THESE REGULATIONS

#### 5B. Construction

#### 5.2

All elements incorporated into a Playing Kit item (including Names, Numbers, FIFA Event Badges, FIFA World Champions Badges, Team Identifiers, Manufacturer Identifiers, and Decorative Elements) must be permanently incorporated by stitching, heat transfer, a special manufacturing technique listed in article 5.5, or any other technique approved by FIFA. Temporary or removable attachments (e.g. using Velcro) are not permitted.

#### 5.3

No item of Playing Kit, or anything displayed on an item of Playing Kit, may be made of a reflective material, or of a material that changes colour or appearance due to an external influence, such as pressure, light, temperature, or water or other liquid.

#### 5.4

Team Identifiers and Manufacturer Identifiers may only be constructed as holograms if the identifier remains visible at all angles (i.e. the hologram cannot incorporate more than one image) and the hologram does not materially impact the perceived colour of the item on which it is displayed.

#### 5C. Special manufacturing techniques

#### 5.5

The following manufacturing techniques are permitted:

- 5.5.1 jacquard weave (i.e. weaving which incorporates a specific pattern into a fabric using threads of the same basic colour as the surrounding fabric);
- 5.5.2 tonal print (i.e. a printing technique used to incorporate elements, patterns, etc. of a similar colour into an item);
- 5.5.3 embossing (i.e. adding texture to the surface of a fabric using heated rollers under pressure to produce a combination of raised and flat areas);
- 5.5.4 laser etching (i.e. incorporating a specific pattern into a fabric using a laser machine); and
- 5.5.5 any other special manufacturing techniques that FIFA approves from time to time.



#### 5D. Uniformity

#### 5.6

All goalkeepers in a Team must wear the same Playing Kit as each other, and all Outfield Players in the Team must wear the same Playing Kit as each other. All items of a Team's Playing Kit must be produced by the same Manufacturer.

#### 5E. Interior areas

#### 5.7

Interior surfaces and other areas of an item may not display anything that is visible on the exterior or that may be used as a means of Ambush Marketing. For example, standard manufacturer labels such as those located on the neck of a shirt should not be oversized or clearly visible from more than 5m away in the event the Player removes the item of clothing (such as after the Match).

# 6 COLOURS

#### 6.1

Save where these Regulations require otherwise, there is no limit on the number of colours that may appear on a Team's Playing Kit. Furthermore, unless stated otherwise, the restrictions in these Regulations on the use of colours on Playing Kit items do not apply to colours appearing in Team Identifiers, Manufacturer Identifiers, and/or Decorative Elements displayed on Playing Kit.

#### 6.2

The colours used on the respective Playing Kits worn by the two Teams contesting a particular Match must contrast sufficiently to allow the Match Officials, Players, Team Officials, media, and spectators (including, whenever reasonably practicable, those with a colour vision deficiency) to distinguish clearly between the Players and the Match Officials, between the different Teams, and between the goalkeepers and the Outfield Players on each Team, even in difficult weather conditions. For these purposes:

6.2.1 Each item of Playing Kit worn by one Team must contrast sufficiently with the equivalent item of Playing Kit worn by the other Team to allow that clear distinction.





- 806 PART TWO: PROVISIONS APPLICABLE TO ALL ITEMS OF CLOTHING AND EQUIPMENT COVERED BY THESE REGULATIONS
  - 6.2.2 Each Team must have a First-Choice Playing Kit and at least one Alternative Playing Kit in clearly differing colours or colour combinations, for use where necessary to ensure that clear distinction.
  - 6.2.3 The colour(s) of the First-Choice Playing Kit must contrast clearly with the colour(s) of each Alternative Playing Kit.
  - 6.2.4 To that end, where a First-Choice Playing Kit item is predominantly light in colour, at least one equivalent Alternative Playing Kit item should be predominantly dark in colour, and vice versa.
  - 6.2.5 Each Team is encouraged to have a second Alternative Playing Kit in a colour or colours differing from both its First-Choice Playing Kit and its first Alternative Playing Kit.
  - 6.2.6 The colour(s) of any item(s) worn underneath the Playing Kit must not be visible through the Playing Kit and must in no way affect the colour of, or the visual impression given by, the Playing Kit.





PART TWO: PROVISIONS APPLICABLE TO ALL ITEMS OF CLOTHING AND EQUIPMENT COVERED BY THESE 807 REGULATIONS





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If a Playing Kit item features more than one colour,<sup>2</sup> one of the colours must be clearly predominant (the "Dominant Colour") over the other colour(s), and must predominate to the same extent on the front and back of the Playing Kit item.



<sup>2</sup> For these purposes, close variants and shades of a colour will be considered to be a single colour, whereas broader variants and shades of a colour will be considered to be multiple colours.



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The only exception to article 6.3 is that the Shirts of the Outfield Players (but not the Shirt of a goalkeeper) may feature a basic geometric repeated pattern (such as stripes, hoops or checks) with two equally prominent colours. In such cases, the Shirt of at least one of the Team's Alternative Playing Kits must not have either of those two colours as its Dominant Colour.









PART TWO: PROVISIONS APPLICABLE TO ALL ITEMS OF CLOTHING AND EQUIPMENT COVERED BY THESE REGULATIONS

#### 6.5

Where FIFA or the Match Officials consider that there is an insufficient contrast between the colours used on the Playing Kits of two Teams contesting a particular Match to distinguish clearly between the Players and the Match Officials, between the different Teams, and/or between the goalkeepers and the Outfield Players on a Team, they may require one Team (even after the Match has started, if necessary) to switch to, or to combine, different items from its different Playing Kits as necessary in order to achieve such a clear distinction.

#### 6.6

Any tape or similar material applied to a Playing Kit item during a Match must match the Dominant Colour of the Playing Kit item (or one of the two equally prominent colours of the Playing Kit item, where applicable).

### **7** NAMES AND NUMBERS

#### 7.1

A Player's Number must appear on the back of the Player's Shirt and on the Player's Shorts in all Competitions (other than FIFA eFootball Competitions) and International Friendly Matches. In FIFA Final Competitions, the Player's Name must appear on the back of the Player's Shirt. In addition, other Competition regulations may require or permit the Player's Number on the front of the Player's Shirt and/or the Player's Name on Playing Kit items and/or other equipment.

#### 7.2

All such Names and Numbers must:

7.2.1 correspond to the Name and/or Number (as applicable) of the Player as it appears on the official list of Players submitted in accordance with the regulations specific to the Competition or International Friendly Match in question, and must not represent an abbreviated form of that Name;





- 7.2.2 be of one single colour, which must contrast sufficiently with the surrounding colour(s) of the Playing Kit item (or of the Number Zone, where used)<sup>3</sup> to be clearly legible, so that other Players, Match Officials, Team Officials, media, and spectators are able to identify the Player in question;
- 7.2.3 (in the case of Names) comprise letters of Latin characters only, in upper or lower case (phonological diaereses, such as accents or umlauts, are also permitted);







<sup>3</sup> A Number Zone must be used where the Name or Number would not be sufficiently legible otherwise (as may happen, for example, with a patterned shirt).

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- 7.2.4 be consistent in terms of style, font, size, position and colour for all Players in the same Team, save that:
  - 7.2.4.1 the colour of the Number on the Shirt may be different from the colour of the Number on the Shorts; and
  - 7.2.4.2 the colour of the goalkeepers' Names and Numbers may differ from the colour of the Names and Numbers of the Outfield Players;
- 7.2.5 not include any Team Identifiers, save that a Team Emblem or Team Symbol no bigger than 5cm<sup>2</sup> may be included on the bottom of each digit of a Number displayed on the back of the Shirt;
- 7.2.6 not include any Decorative Elements; and
- 7.2.7 not function as a trademark or include anything that gives the visual impression of a Manufacturer Identifier or Sponsor Advertising, or that creates an association with a Manufacturer, a sponsor, or other third party, or that constitutes a promotion or other commercial message of any kind.

Such Names and Numbers may:

- 7.3.1 incorporate a border or shadow outline in a different colour to improve the legibility of the Name or Number, provided this does not impair the predominance of the Dominant Colour of the Playing Kit item in question;<sup>4</sup>
- 7.3.2 contain breathing holes that are not more than 2mm wide.

<sup>4</sup> Any such border or shadow outline shall not be taken into account in the measurement of Name and Number height and stroke width under these Regulations.





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#### 7.4

Each digit of a Number may be divided into no more than four segments, each segment being no more than 2mm apart.







# 8 TEAM IDENTIFIERS

#### 8.1

Once approved by FIFA, Playing Kit and/or other clothing or equipment may display the following types of Team Identifier in accordance with these Regulations:

Type of	Examples⁵	
Graphic identifier	Member Association	Club/eFootball Club
Team Emblem <sup>6</sup>	(Colombia)	(FC Bayern Munich)
Team Symbol	(Netherlands Women's team)	(Arsenal FC)
National Flag	(Japan)	
Coat of Arms		(Seal of Guadalajara, MEX)
Regional Flag		(Canton of Ticino, SUI)

- 5 These are illustrative examples only. Each of them would still need to be approved by FIFA prior to use.
- 6 A dedicated Team Emblem that commemorates a jubilee or other significant event may be used on Playing Kit in place of the usual Team Emblem subject to FIFA's prior approval. Such commemorative emblem may incorporate words, numbers (e.g. dates) and/or Decorative Elements, provided it meets the applicable size limits. For FIFA beach soccer Competitions, a Member Association may use its dedicated beach soccer Team Emblem. For FIFA futsal Competitions, a Member Association may use its dedicated futsal Team Emblem. For FIFA eFootball Competitions, a Member Association or Club may use its dedicated eFootball Team Emblem. References in these Regulations to "Team Emblem" include such dedicated Team Emblems.



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Type of Examples <sup>7</sup>		
Word identifier	Member Association	Club <u>/</u> eFootball Club
Country Name/Club Name or Team Name (respectively)	lame or Team Name GHANA	
Member Association name	<b>REAL FEDERACIÓN ESPAÑOLA DE</b> FÚTBOL (Spain)	
Team Nickname	<b>LES CAGOUS</b> (New Caledonia)	NERAZZURRI (FC Internazionale Milano)
Team Slogan	<b>KITA GARUDA</b> (Indonesia)	YOU'LL NEVER WALK ALONE (Liverpool FC)
Foundation Year	<b>1863</b> (England)	1895 (CR Flamengo)

#### 8.2

Where its use is permitted, the Team Identifier must be displayed in the same colour and form across all respective Playing Kit items of Outfield Players and goalkeepers used by the Team in a particular Competition (save that it may be included in a different colour on the Team's Alternative Playing Kit for that Competition).

#### 8.3

A Club's Team Identifiers must also:

- 8.3.1 be formally recognised by its Member Association and Confederation, and must be used by the Team either: (a) in all domestic or in all continental competitions in the same season as the FIFA Competition in question; or (b) where applicable, in the domestic and/or continental season just ended or just beginning;
- 8.3.2 (if they are, or include, a Regional Flag or Coat of Arms) be formally approved by the relevant authorities in the country or region concerned for use by the Club on its Playing Kit.



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<sup>7</sup> These are illustrative examples only. Each of them would still need to be approved by FIFA prior to use.

#### The Team Identifier(s) must not:

- 8.4.1 impair the ability of Match Officials, Players, Team Officials, media, and spectators (including, whenever reasonably practicable, those with a colour vision deficiency) to distinguish clearly between the Players and the Match Officials, between the different Teams, or between the goalkeepers and the Outfield Players on each Team, even in difficult weather conditions;
- 8.4.2 undermine the contrast between a Team's First-Choice Playing Kit and any Alternative Playing Kit;
- 8.4.3 impair the predominance of a Dominant Colour on a Playing Kit item;
- 8.4.4 impair the legibility of a Name or Number on a Playing Kit item;
- 8.4.5 (unless it relates to an eFootball Club, in which case article 12 applies) include anything that gives the visual impression of a Manufacturer Identifier or Sponsor Advertising, or that creates an association with a Manufacturer, a sponsor, or other third party, or that constitutes a promotion or other commercial message of any kind; or
- 8.4.6 touch any of the other Team Identifiers or any Name, Number, FIFA Event Badge, FIFA World Champions Badge or Manufacturer Identifiers on the Playing Kit (save that the Team Emblem may be incorporated into Numbers as set out in article 7.2.5).

#### 8.5

There are no restrictions on the shape of the Team Identifier(s), save that any representation of the National Flag must be in the official geometric form and usual proportions of that National Flag, unless its elements are being used as a Decorative Element as per article 10.4.





# **9** BADGES AND COMMEMORATIVE SYMBOLS

#### 9A. Official FIFA Event Badges

#### 9.1

Each Member Association, Club and eFootball Club participating in a Competition or an International Friendly Match must display on its Playing Kit any official FIFA Event Badge(s) provided by FIFA, in accordance with the terms and conditions of use issued by FIFA from time to time.

#### 9B. FIFA World Champions Badge

#### 9.2

Subject to the applicable terms and conditions of use issued by FIFA and any regulations specific to the respective competition, the Team that won the most recent edition of any of the following Competitions may display a FIFA World Champions Badge on its Shirts in all competitions and International Friendly Matches (as applicable) while still the reigning champions:

- 9.2.1 FIFA World Cup™;
- 9.2.2 FIFA Women's World Cup™;
- 9.2.3 FIFA Futsal World Cup™;
- 9.2.4 FIFA Beach Soccer World Cup™; and
- 9.2.5 FIFA Club World Cup<sup>™</sup>.







#### 9C. Commemorative symbols

#### 9.3

A five-pointed FIFA Winners' Star, or such other symbol as FIFA may specify, may be worn by a Member Association's men's or women's senior national representative team (and by each corresponding age group team that competes for that Member Association in the same discipline: see Figure 1) for each edition of the following FIFA Competitions that has been won by that senior team:

- 9.3.1 FIFA World Cup™;
- 9.3.2 FIFA Women's World Cup™;
- 9.3.3 FIFA Futsal World Cup™;
- 9.3.4 FIFA Beach Soccer World Cup™; and
- 9.3.5 FIFAe Nations Cup<sup>™</sup>.



Figure 1: An example of the Teams of a single Member Association that may display FIFA Winners' Stars

FIFA titles won:				
FIFA World Cup™	$\overleftrightarrow \And \measuredangle \checkmark$			
FIFA Women's World Cup™	$\Rightarrow$			
FIFA Futsal World Cup™	$\stackrel{\checkmark}{}$			
FIFA Beach Soccer World Cup™				
FIFAe Nations Cup™	$\overleftrightarrow \overleftrightarrow \bigstar$			

Display of FIFA Winners' Stars per national representative Team:		
Senior men's national Team:	$ \bigstar  \bigstar  \bigstar  \bigstar  \bigstar $	
Senior women's national Team:	$\overleftrightarrow$	
U-20 men's national Team:	$\overleftrightarrow \overleftrightarrow \overleftrightarrow \checkmark$	
U-20 women's national Team:	$\Rightarrow$	
U-17 men's national Team:	$\overleftrightarrow \overleftrightarrow \Diamond \overleftrightarrow \Diamond \checkmark \diamond \diamond$	
U-17 women's national Team:	$\overleftrightarrow$	
Futsal senior men's national Team:	☆	
Beach soccer senior men's national Team:		
FIFAe Nations Cup™ Team:	$\overleftrightarrow \overleftrightarrow \overleftrightarrow$	





The year of the respective FIFA title win (e.g. "1994" or "94") may appear within a FIFA Winners' Star.

#### 9.5

There is no equivalent symbol for a Club that has won a FIFA Club World Cup™ (or successor competition).







### 9D. Recognition of continental titles (Member Associations) and national titles (Clubs)

#### 9.6

In FIFA Preliminary Competitions (if the relevant Competition regulations so allow) and in International Friendly Matches, but not in FIFA Final Competitions, a Member Association may display on its Team's Playing Kit an official badge issued by the relevant Confederation, commemorating the Team winning the most recent edition of any continental competition corresponding to the competitions listed in article 9.2, provided that such badge and its display comply with all of the provisions of these Regulations that would apply if the badge were a FIFA World Champions Badge, and does not include any Team Identifier, Decorative Element, Manufacturer Identifier, and/or Sponsor Advertising.

#### 9.7

A Club may display stars denoting the number of times it has won its country's top domestic league and/or any continental competitions on its Team's Playing Kit in FIFA Competitions, adjacent to the Team Emblem or Team Symbol, if such stars are also displayed to the same extent when the Club plays in that domestic league and any continental competitions.





## **10** DECORATIVE ELEMENTS

#### 10.1

A "Decorative Element" is any kind of visual representation or design feature – such as artwork, an abstract design, a simple geometric design, a watermark, or a tonal image (such as an image of an animal or a culturally relevant landmark – see examples under Figure 2) that appears on, or is incorporated into, an item of Playing Kit or other clothing or equipment (for example, in trim along a seam). Team Identifiers, Manufacturer Identifiers and Sponsor Advertising are excluded from this definition.

Figure 2: Examples of Decorative Elements







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Decorative Elements may be displayed on, or incorporated into, Playing Kit items and other clothing and equipment in accordance with these Regulations, provided they are approved by FIFA.

#### 10.3

A Decorative Element must not:

- 10.3.1 limit the ability of Match Officials, Players, Team Officials, media, and spectators (including, whenever reasonably practicable, those with a colour vision deficiency) to distinguish clearly between the Players and the Match Officials, between the different Teams, and between the goalkeepers and the Outfield Players on each Team, even in difficult weather conditions;
- 10.3.2 undermine the contrast between a Team's First-Choice Playing Kit and any Alternative Playing Kit;
- 10.3.3 dominate a Playing Kit item or impair the predominance of a Dominant Colour on a Playing Kit item;
- 10.3.4 impair the legibility of a Name or Number on a Playing Kit item;
- 10.3.5 function as a trademark or include anything that gives the visual impression of a Manufacturer Identifier or Sponsor Advertising, or that creates an association with a Manufacturer, a sponsor, or other third party, or that constitutes a promotion or other commercial message of any kind; or
- 10.3.6 portray, or give the impression of, a person's face or identity, or the shape of a country or territory.

#### 10.4

A Decorative Element may incorporate elements of a Team Identifier. In particular, it may incorporate elements of a National Flag (e.g. its colours) even if they do not maintain the official geometric form and usual proportions of the National Flag.

#### 10.5

Unless otherwise stated below in respect of a particular item, there is no limit on the number, the size, or the positioning of the Decorative Element(s) on the Playing Kit item or other clothing or equipment.



# **11** MANUFACTURER IDENTIFIERS

#### 11.1

The following types of Manufacturer Identifier may be displayed on Playing Kit and/or other clothing or equipment in accordance with these Regulations, once they have been approved by FIFA:

Examples of Manufacturer Identifiers 7						
Name / Word Mark	ADIDAS	LOTTO	NIKE	PUMA	UMBRO	NEW BALANCE
Logo/Gra- phic Mark	<b>A</b>	\$	-0	$\checkmark$		<b>⊯8</b> N
Composite Mark (Name and logo)	adldas	\$ lotto		PUMA	UMBRO	new balance
Script (i.e. a word mark written in a specific font)	adldas		nike	PUMA	UMBRO	new balance
Technology Label	adidas					

<sup>8</sup> These are illustrative examples only. Each of them would still need to be approved by FIFA prior to use.



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Technology Labels and Quality Seals may be included as a means of evidencing the technological purpose and functioning of the item in question and/or as a means of evidencing the sustainable sourcing of the material used to make the item. They are treated in these Regulations as a type of Manufacturer Identifier, and so references to Manufacturer Identifiers also refer to them, unless stated otherwise in a particular context.

#### 11.3

A Manufacturer Identifier may be of any shape. It must not:

- 11.3.1 limit the ability of Match Officials, Players, Team Officials, media, and spectators (including, whenever reasonably practicable, those with a colour vision deficiency) to distinguish clearly between the Players and the Match Officials, between the different Teams, and between the goalkeepers and the Outfield Players on each Team, even in difficult weather conditions;
- 11.3.2 undermine the contrast between a Team's First-Choice Playing Kit and any Alternative Playing Kit;
- 11.3.3 impair the predominance of a Dominant Colour on a Playing Kit item;
- 11.3.4 impair the legibility of a Name or Number on a Playing Kit item;
- 11.3.5 touch, or be positioned adjacent to, any other Manufacturer Identifier or any Name, Number, or Team Identifier on the item in question;
- 11.3.6 contain or constitute any form of machine-readable code, such as a barcode or a QR ("Quick Response") code that provides a link to further information; or
- 11.3.7 incorporate, by any means, any Team Identifier or Sponsor Advertising or any element(s) thereof.





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#### 11.4

A Manufacturer Identifier may appear:

- 11.4.1 on any buttons, zippers, drawstrings, and/or similar functional device, as long as it blends in with the colour of the device; and/or
- 11.4.2 on a size label, care instruction, anti-counterfeit label or similar that appears on or is attached to the interior surface of the item.

As long as such Manufacturer Identifier is not visible from more than 5m away (either at all times or in certain conditions, e.g. due to the application of sweat or other moisture or due to the weather conditions), this use will not be considered a display of that Manufacturer Identifier and therefore will not count towards any quotas on Manufacturer Identifier use established in these Regulations.

#### 11.5

Where these Regulations permit the use of an MI Band on more than one Playing Kit item, the MI Band must be identical on each Playing Kit item. It may not touch, or be positioned adjacent to, any Manufacturer Identifier or any Name, Number, or Team Identifier on the item in question.

# **12** SPONSOR ADVERTISING

#### 12.1

Sponsor Advertising is not permitted on the Playing Kit or any other playing item of a Team representing a Member Association in a Competition or an International Friendly Match.

#### 12.2

Sponsor Advertising approved by FIFA is permitted on the Playing Kit of a Team

representing a Club or eFootball Club in a Competition, but only:

- 12.2.1 on the Players' Shirts, in the same form on each Shirt; and
- 12.2.2 if it also appears on the Shirts worn by that Team in at least one of the Team's other domestic and/or continental competitions in that season (or, where applicable, in the season just completed or just beginning).





Sponsor Advertising approved by FIFA is also permitted on the Playing Kit of an eFootball Player entering a FIFA eFootball Competition in an individual capacity.

#### 12.4

In any Competition in which Sponsor Advertising is permitted, the Sponsor Advertising must:

- 12.4.1 only advertise a single product or service or a single, non-composite brand;
- 12.4.2 not advertise tobacco products (including smokeless tobacco products and electronic tobacco products), drinks with an alcohol content exceeding 15% ABV, weapons, or pornography or other adult material; and
- 12.4.3 not contravene any advertising laws or regulations in the country in which the Match takes place.

#### 12.5

Other rules and regulations applicable to FIFA eFootball Competitions may also impose additional Sponsor Advertising product category restrictions.





## PART THREE: COMPULSORY PLAYING ITEMS IN ASSOCIATION FOOTBALL COMPETITIONS



#### 13.1

Shirts that are part of the official Playing Kit for Competitions have the following aspects :

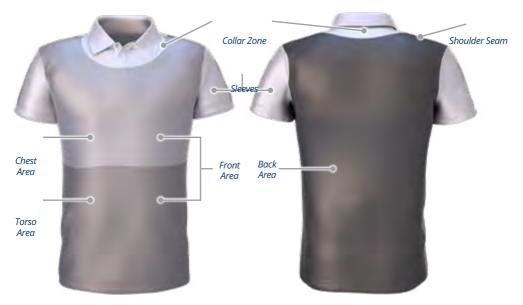
- 13.1.1 *Back Area*: the entire back of the Shirt, excluding the *Collar Zone* and the *Sleeves*.
- 13.1.2 *Chest Area*: the top half of the front of the Shirt, excluding the Collar Zone and the Sleeves.
- 13.1.3 *Collar Zone*: a 5cm-wide band around the neck opening of the Shirt. If the Shirt has a collar that folds over, the *Collar Zone* also includes both sides of the folded-over part.
- 13.1.4 *Elbow Point*: where the point of the Player's elbow is located when the elbow is bent.
- 13.1.5 Free Zone: an area at least 12cm high and 8cm wide on each Sleeve, positioned symmetrically along the Shoulder Seam, and centred between the Shoulder Point and the Elbow Point.
- 13.1.6 Front Area: the Chest Area and Torso Area on the front of the Shirt, but not the Collar Zone or the Sleeves.
- 13.1.7 *Lateral or Outer Seam*: a real or virtual line running along the lateral edge of the *Torso Area* up to the base of the *Sleeve*, viewed from the front or the rear perspective, as if ironed flat.
- 13.1.8 Shoulder Point: where the Chest Area, Back Area, and Sleeves meet.
- 13.1.9 *Shoulder Seam*: a real or virtual line running along the lateral edge of the *Sleeves* of a Shirt, viewed from the front or the rear perspective, as if ironed flat.





### 13.1.10 *Sleeves*: the arm coverings, starting at the *Shoulder Point* and ending at or above the *Elbow Point* (short *Sleeves*) or at the wrist (long *Sleeves*).

13.1.11 *Torso Area*: the bottom half of the front of the Shirt, immediately below the *Chest Area*.









#### Shirt colour(s):

13.2.1 As per article 6.3, the *Front Area* and the *Back Area* of the Shirt must feature the same single Dominant Colour. The *Sleeves* must be the same colour(s) as each other, which must not undermine the predominant visual impression of the single Dominant Colour on the *Front Area* and the *Back Area* of the Shirt.









#### Art. 13.2.1

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Art. 13.2.1
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- 13.2.2 As the sole exception to the single Dominant Colour rule, the *Front Area* of the Shirt of an Outfield Player (but not a goalkeeper) may feature a basic geometric repeated pattern (such as stripes, hoops, or checks) featuring two equally prominent colours. In such a case:
  - 13.2.2.1 the Back Area of the Shirt must:
    - (a) feature the same pattern and colours;
    - (b) feature the same two colours, giving them equal prominence; or
    - (c) feature the lighter colour of the two as its Dominant Colour; and
  - 13.2.2.2 the *Sleeves* must feature predominantly the same two colours as the *Front Area* of the Shirt, but the *Sleeves* do not need to be identical to each other.











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- 13.2.3 Any prominent additional colour(s) on the Shirt (in particular, on a sash, bar, or a colour appearing prominently around the Player's shoulders) must not undermine the predominant visual impression of the Dominant Colour (or the two equally prominent colours, as applicable) of the Shirt.
- 13.2.4 If the prominent additional colour on the Shirt is different from the Dominant Colour of the Shirt, FIFA may require that the Shirt of at least one of the Team's Alternative Playing Kits features neither that prominent colour nor that Dominant Colour.













The Player's Name:

- 13.3.1 Where the Player's Name must, or may, be included on the Shirt, it must be positioned on the *Back Area*, at least 4cm above the Player's Number.
- 13.3.2 The letters of the Name must be between 5cm and 7.5cm high.

#### 13.4

The Player's Number:

#### 13.4.1 The Player's Number on the back of the Shirt must be:

- 13.4.1.1 20-35cm (women)/25-35cm (men) high and 2-5cm in stroke width (each digit);
- 13.4.1.2 positioned in the centre of the Back Area;





### 13.4.1.3 (where necessary to ensure the Number is legible) located within a Number Zone that:

- (a) has one horizontal boundary 2cm above the highest point of the Number and the other horizontal boundary 3cm below the lowest point of the Number;
- (b) has one vertical boundary 3cm from the left edge of the left-hand digit, and the other vertical boundary 3cm from the right edge of the right-hand digit (or of the same digit, if there is only one);
- (c) is the same Dominant Colour as the Shirt (unless that would mean the Number is illegible, in which case the Number Zone must be a colour that ensures the Number is legible);
- (d) does not include any Team Identifier, other than as permitted by article 7.2.5; and
- (e) does not include any Manufacturer Identifier;
- 13.4.1.4 entirely visible when the Shirt is tucked into the Shorts.



- 13.4.2 Where the Player's Number must, or may, be included on the front of the Shirt, it must be:
  - 13.4.2.1 10-15cm high and 1-3cm in stroke width (each digit);
  - 13.4.2.2 positioned in the *Chest Area* (in the centre or at or towards one side); and
  - 13.4.2.3 (where necessary to ensure the Number is legible) within a Number Zone that:
    - (a) is proportionate in size to the size of the Number, and big enough to ensure the Number is legible whatever the conditions;
    - (b) is the same Dominant Colour as the Shirt (unless that would mean the Number is illegible, in which case the Number Zone must be a colour that ensures the Number is legible); and
    - (c) does not include any Team Identifier or Manufacturer Identifier.

Team Identifiers:

- 13.5.1 One or more of the following Team Identifiers may be displayed (in each case, no more than once) within the *Chest Area* of the Shirt:
  - 13.5.1.1 Team Emblem no bigger than 100cm<sup>2</sup>;
  - 13.5.1.2 Team Symbol no bigger than 100cm<sup>2</sup>;
  - 13.5.1.3 Team Name or Team Nickname no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm;
  - 13.5.1.4 Country Name or Club Name (as applicable) no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm; and
  - 13.5.1.5 National Flag or Regional Flag or Coat of Arms (as applicable) no bigger than 25cm<sup>2</sup>.
- 13.5.2 Where both the Team Emblem (or Team Symbol) and the Country Name (or Club Name, Team Name or Team Nickname) are displayed in the *Chest Area* of the Shirt, they must be adjacent to each other.



- 13.5.3 The only Team Identifier that may be displayed on the *Sleeves* is the National Flag or Regional Flag (as applicable). It may be displayed once on each *Sleeve*, between the *Shoulder Point* and the *Elbow Point* but outside of the *Free Zone*. It must be no bigger than 25cm<sup>2</sup> in size.
- 13.5.4 Up to two Team Identifiers may be displayed at the centre of the *Collar Zone* in the *Back Area* of the Shirt. Each Team Identifier must be no bigger than 12cm<sup>2</sup> and must be at least 4cm above the Player's Name, with any lettering or numbers no more than 2cm high.
- 13.5.5 In addition, in accordance with article 10.4, elements of Team Identifiers may appear on the Shirt as part of a Decorative Element.
- 13.5.6 One Team Identifier may be displayed on the Shirt as part of a special manufacturing technique, as per article 5.5. The colour used must blend in with the Dominant Colour of the Shirt and must not affect its predominance.

Decorative Elements may be included on the Shirt.

#### 13.7

Official FIFA Event Badges/recognition of titles/Match customisation:

- 13.7.1 The Free Zones must be:
  - 13.7.1.1 kept free of any Team Identifier, Manufacturer Identifier, or other mark or feature of any kind, the space being reserved instead for the exclusive display of FIFA Event Badges;
  - 13.7.1.2 kept free of any Decorative Element that might impair the prominence of, or distract from, the FIFA Event Badges to be displayed in the *Free Zones* (but Decorative Elements that do not do either of those things are permitted in the *Free Zones*);
  - 13.7.1.3 made of the same fabric and by the same technique as the rest of the *Sleeve*, which fabric and technique must not impede the application of FIFA Event Badges; and
  - 13.7.1.4 of a colour that blends in with the colour of the rest of the *Sleeve*.





- 13.7.2 The Shirts of Teams representing Member Associations must display:
  - 13.7.2.1 in the *Free Zone* on the right *Sleeve*, the official FIFA Event Badge provided by FIFA for the Competition in question; and
  - 13.7.2.2 in the *Free Zone* on the left *Sleeve*, any other official badge provided by FIFA for the Competition in question (e.g. FIFA Living Football badge, official campaign badge, etc.).
- 13.7.3 FIFA Winners' Stars may be displayed in the *Chest Area* of the Shirt, but only if adjacent to a Team Emblem or Team Symbol. Each individual star may be no more than 2cm in diameter, and separate stars must be positioned no more than 2cm apart.
- 13.7.4 In FIFA Preliminary Competitions, a continental championship winners' badge no bigger than 8x5.5cm may be displayed once on the Shirt, either:
  - 13.7.4.1 in the Chest Area; or
  - 13.7.4.2 on one Sleeve, between the Shoulder Point and Elbow Point but outside the Free Zone.
- 13.7.5 The Shirts for a particular Match may display in the *Chest Area* the respective Team Names or the National Flags of the opposing Teams (subject to the consent of the other Team), the date of the Match, and the name of the host city and/or country of the Match, together being a maximum total size of 50cm<sup>2</sup>, and with any letters and numbers no higher than 2cm.

Captain's armband:

- 13.8.1 For FIFA Final Competitions, the captain of each Team must wear the captain's armband provided by FIFA. If FIFA provides a choice of captain's armbands, the captain should wear the one that contrasts most clearly with the *Sleeve* on which it is worn.
- 13.8.2 In other Competitions and in International Friendly Matches, any captain's armband worn by the captain of a Team:

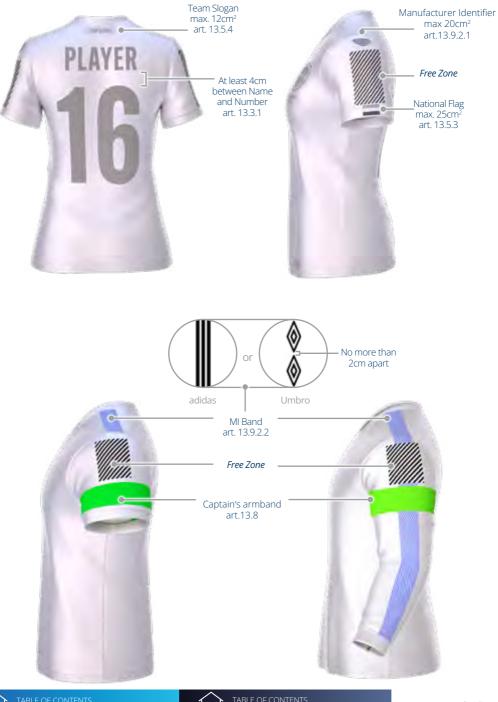




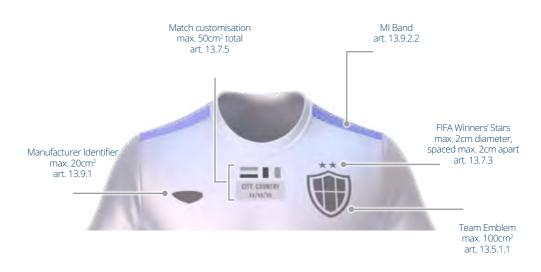
- 13.8.2.1 must be of a colour or colour(s) so as to ensure a clear contrast with the *Sleeve* on which it is worn;
- 13.8.2.2 may not be incorporated into but rather must be separate from the Shirt itself;
- 13.8.2.3 must not include any Manufacturer Identifiers, Sponsor Advertising or Decorative Elements;
- 13.8.2.4 may display the word "captain" (or an abbreviation or translation thereof) in a legible font and with lettering no higher than 5cm.











### **13.9** Manufacturer Identifiers:

- 13.9.1 One Manufacturer Identifier no bigger than 20cm<sup>2</sup> may be displayed once on the *Chest Area* of the Shirt.
- 13.9.2 Either:
  - 13.9.2.1 one graphic form of Manufacturer Identifier no bigger than 20cm<sup>2</sup> may be displayed once on each *Sleeve*, but it must not be wholly visible when viewing the Shirt from the front or the back;

or

- 13.9.2.2 an MI Band may be included on both the left-hand side and on the right-hand side of the Shirt (same MI Band on both sides), in a continuous band that is no more than 8cm wide, as follows:
  - (a) around the end of the Sleeves; or
  - (b) along the *Shoulder Seam* or along the *Lateral or Outer Seam* of the Shirt, provided it is not wholly visible when viewing the Shirt (as worn) from either the front or the back.



- 13.9.3 One Technology Label and one Quality Seal, each no bigger than 10cm<sup>2</sup>, may be included once each on the front or the back of the Shirt, in each case with its top edge no more than 15cm above the bottom edge of the Shirt.
- 13.9.4 Another Quality Seal no bigger than 5cm<sup>2</sup> may be included once anywhere on the Shirt other than in the *Collar Zone*, *Chest Area*, or *Sleeves*.

Any Sponsor Advertising (which is only permitted on the Shirts of a Team representing a Club in a Competition) must be positioned at the intersection of the base of the *Chest Area* and the top of the *Torso Area*, and must be no bigger than 200cm<sup>2</sup>.









adidas

Umbro







Shorts that are part of the official Playing Kit for Competitions have the following aspects:

- 14.1.1 *Lateral or Outer Seam*: a real or virtual line running along the lateral edge of the Shorts as ironed flat, viewed from the front or the rear perspective.
- 14.1.2 *Left Leg*: the front and back of the left half of the Shorts, viewed from the Player's perspective.
- 14.1.3 *Right Leg*: the front and back of the right half of the Shorts, viewed from the Player's perspective.
- 14.1.4 *Waist Edge*: the uppermost edge of the Shorts.







### Colour(s): the Shorts must feature the same single Dominant Colour when viewed from either the front or the back.



**14.3** The Player's Name may not appear on the Player's Shorts.



The Player's Number:

- 14.4.1 The Player's Number must appear on the front of the Player's Shorts, on either the *Left Leg* or the *Right Leg*. The Number must be:
  - 14.4.1.1 10-15cm high and 1-3cm in stroke width (each digit);
  - 14.4.1.2 (where necessary to ensure legibility) positioned within a Number Zone that:
    - (a) is proportionate in size to the size of the Number, and provides sufficient space around the Number to ensure the legibility of the Number whatever the weather conditions:
    - (b) is the same Dominant Colour as the Shorts (unless that would mean the Number is illegible, in which case the Number Zone must be a colour that ensures the Number is legible); and
    - (c) does not include any Team Identifier or Manufacturer Identifier; and



14.4.1.3 entirely visible when the Shirt is untucked and hanging loose over





EQUIPMENT REGULATIONS

#### Team Identifiers:

- 14.5.1 One or more of the following Team Identifiers may be displayed (in each case, no more than once) on the front of the Shorts, either at the bottom of the *Left Leg* or the *Right Leg* or centred on the front *Waist Edge*:
  - 14.5.1.1 Team Emblem no bigger than 50cm<sup>2</sup>;
  - 14.5.1.2 Team Symbol no bigger than 50cm<sup>2</sup>;
  - 14.5.1.3 Team Name or Team Nickname no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm;
  - 14.5.1.4 Country Name or Club Name (as applicable) no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm; and
  - 14.5.1.5 National Flag or Regional Flag or Coat of Arms (as applicable) no bigger than 25cm<sup>2</sup>.
- 14.5.2 Where both the Team Emblem (or Team Symbol) and the Country Name (or Club Name or Team Name or Team Nickname) are displayed on the Shorts, they must be adjacent to each other.
- 14.5.3 One Team Identifier may be displayed on the Shorts as part of a special manufacturing technique, as per article 5.5. The colour used must blend in with the Dominant Colour of the Shorts and must not affect its predominance.

#### 14.6

FIFA Winners' Stars:

14.6.1 FIFA Winners' Stars may be displayed on the front of the Shorts, but only if adjacent to a Team Emblem or Team Symbol.





### 14.6.2 Each individual star may be no greater than 2cm in diameter, and separate stars must be positioned no more than 2cm apart.



#### 14.7

Decorative Elements may be included on the Shorts.

#### 14.8

Manufacturer Identifiers:9

- 14.8.1 One form of Manufacturer Identifier no bigger than 20cm<sup>2</sup> may be displayed on the Shorts, in any position on either leg.
- 14.8.2 An MI Band may be displayed on the Shorts, once on each leg (same MI Band on both legs), as follows:
  - 14.8.2.1 around the bottom edge of the Shorts; or

<sup>9</sup> This article 14.8 will also apply to any tracksuit bottoms worn by a goalkeeper during a Match.





- 14.8.2.2 along the *Lateral or Outer Seam*, provided it is not wholly visible when viewing the Shorts (as worn) from either the front or the back.
- 14.8.3 One Technology Label and one Quality Seal, each no bigger than 10cm<sup>2</sup>, may be included once on the front or the back of the Shorts, in each case with its top edge no more than 5cm above the bottom edge of the Shorts, or with its bottom edge no lower than 5cm below the *Waist Edge*.









Socks that are part of the official Playing Kit for Competitions have the following aspects:

- 15.1.1 *Foot Area*: the part of the sock that is not visible when boots are worn.
- 15.1.2 *Leg Area*: the parts of the sock that remain visible when boots are worn.



#### 15.2

Only one pair of Socks may be visible on a Player during a Match. Each Sock must constitute a single piece of material and must not appear to be cut or altered in any way.





Sock colour(s):

- 15.3.1 The *Leg Area* of both Socks must be the same Dominant Colour or feature a basic repeated geometric pattern (such as hoops) featuring two equally prominent colours, provided that such colours appear throughout all regions of the *Leg Area*.
- 15.3.2 Where the Shirt displays a basic repeated geometric pattern (such as stripes, hoops or checks) featuring two equally prominent colours, and the Shorts are a different Dominant Colour, the Dominant Colour or the two equally prominent colours of the Socks in that Playing Kit must be one or two of those three colours (as applicable).
- 15.3.3 The colour of any support bandage or similar item that covers any part of the *Leg Area* of a Sock must blend in with the colour(s) of the *Leg Area* of the Sock.



Art. 15.3.1

### **15.4** The Player's Name and Number may not appear on the Player's Socks.





Team Identifiers:

- 15.5.1 One or more of the following Team Identifiers may be displayed (in each case, no more than once) anywhere on one or both Socks in the pair, as follows:
  - 15.5.1.1 Team Emblem or Team Symbol no bigger than 50cm<sup>2</sup>;
  - 15.5.1.2 Team Name or Team Nickname no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm;
  - 15.5.1.3 Country Name or Club Name (as applicable) no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm; and
  - 15.5.1.4 National Flag or Regional Flag or Coat of Arms (as applicable) no bigger than 25cm<sup>2</sup>.



Art. 15.3.2



FIFA Winners' Stars:

- 15.6.1 FIFA Winners' Stars may be displayed in the centre of the *Leg Area* of each Sock.
- 15.6.2 Each individual star must be no greater than 2cm in diameter, and separate stars must be positioned no more than 2cm apart.

#### 15.7

Decorative Elements may be included on the Socks.

#### 15.8

Manufacturer Identifiers:

- 15.8.1 One or two Manufacturer Identifiers, with a combined maximum size of 20cm<sup>2</sup> (i.e. one identifier of 20cm<sup>2</sup> or two identifiers each of 10cm<sup>2</sup>), may be displayed horizontally in the *Leg Area* of each Sock. They must be the same on each Sock in the pair.
- 15.8.2 An MI Band may be included across the top edge of each Sock (same MI Band on each Sock).
- 15.8.3 One further Manufacturer Identifier no bigger than 20cm<sup>2</sup> may appear once in the *Foot Area* of each Sock.







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These Regulations do not restrict the types of footwear and shinguards that Players may wear.

#### 16.2

Players on the same Team do not have to wear the same footwear or shinguards. They may wear footwear or shinguards that are made by different manufacturers and that differ in colour and/or appearance.





In the event that the colour of a part of a Player's boots diminishes the contrast between the colour of the Player's Socks and the colour of the Socks of the opposing Team, the Match Officials may require the Player to cover that part of the boots with a temporary material (such as tape) in order to restore that colour contrast.

#### 16.4

The footwear and shinguards may display the Player's Name and/or Number, and any Team Identifiers, Decorative Elements, and Manufacturer Identifiers (provided in the case of shinguards that they are not visible outside or beneath the Socks).

#### 16.5

Other than Manufacturer Identifiers, footwear and shinguards may not display anything that gives the visual impression of Sponsor Advertising or that creates an association with a sponsor, or other third party, or that constitutes a promotion or other commercial message of any kind.

#### 16.6

The Match Commissioner or the Match Officials may prohibit the use of any footwear or shinguards that they consider to be dangerous.

## **17** FOOTBALLS

#### 17.1

FIFA will provide the footballs to be used in FIFA Final Competitions.

#### 17.2

In Competitions other than FIFA Final Competitions, the footballs to be used will be provided by the relevant Competition organisers or as directed by them.





Unless FIFA states otherwise, those footballs:

- 17.2.1 may display the following Team Identifiers of the home Team, in each case no more than once:
  - 17.2.1.1 Team Emblem no bigger than 50cm<sup>2</sup>;
  - 17.2.1.2 Team Symbol no bigger than 50cm<sup>2</sup>; and
  - 17.2.1.3 Team Name no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm;
- 17.2.2 may display the following Manufacturer Identifiers in any position on the football:
  - 17.2.2.1 one Quality Seal no bigger than 50cm<sup>2</sup>;
  - 17.2.2.2 one other Manufacturer Identifier displayed any number of times, but in each case no bigger than 50cm<sup>2</sup>; and
  - 17.2.2.3 the name of the type of football (including any brand name) no bigger than 30cm<sup>2</sup>;
- 17.2.3 may display or incorporate any number of Decorative Elements, in any position and of any size;
- 17.2.4 except for approved FIFA quality marks, must not include FIFA marks and/or logos and/or Competition identifiers unless approved or required by FIFA;
- 17.2.5 may display the respective Country Names or National Flags of the opposing Teams, the date of the Match, and the name of the host city and/or country of the Match;
- 17.2.6 may identify the type of pitch surface or conditions for which the football has been produced (e.g. winter, grass, artificial turf, indoor or sand); and
- 17.2.7 must not display any Sponsor Advertising.

## 17.3

The requirements in article 17.2 also apply to footballs to be used in International Friendly Matches.





## PART FOUR: OPTIONAL PLAYING ITEMS IN ASSOCIATION FOOTBALL COMPETITIONS



## 18A. Goalkeepers' gloves

#### 18.1

Goalkeepers in the same Team may wear gloves that are made by different Manufacturers and/or that differ in size, colour, and/or other appearance.

## 18.2

Names and Numbers:

18.2.1 The goalkeeper's Name and Number may each appear once on each goalkeeper glove with numbering and lettering no higher than 2cm. They must be identical to the Name and Number on the goalkeeper's Shirt.

## 18.3

Team Identifiers:

- 18.3.1 One of the following Team Identifiers may be displayed once on each goalkeeper glove, in any position, as follows:
  - 18.3.1.1 Team Emblem no bigger than 50cm<sup>2</sup>;
  - 18.3.1.2 Team Symbol no bigger than 50cm<sup>2</sup>;
  - 18.3.1.3 Team Name or Team Nickname no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm;
  - 18.3.1.4 Country Name or Club Name (as applicable) no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm; or
  - 18.3.1.5 National Flag or Regional Flag or Coat of Arms (as applicable) no bigger than 25cm<sup>2</sup>.





Manufacturer Identifiers:

- 18.4.1 One Manufacturer Identifier no bigger than 20cm<sup>2</sup> may be displayed once on each goalkeeper glove, in any position.
- 18.4.2 One Technology Label no bigger than 10cm<sup>2</sup> may be displayed once on each goalkeeper glove, in any position.
- 18.4.3 One Quality Seal may be displayed once on each goalkeeper glove, in any position, and must be no bigger than 10cm<sup>2</sup>.







## 18B. Gloves worn by Outfield Players

#### 18.5

Outfield Players on the same Team may wear gloves that differ in size and/or other appearance. However, the gloves must:

- 18.5.1 be made by the Manufacturer that makes the Team's Playing Kit;
- 18.5.2 be either the same colour as the Dominant Colour of the respective *Sleeve* of the Player's Shirt or they must be black; and
- 18.5.3 not feature the Player's Name or Number.

#### 18.6

Team Identifiers:

- 18.6.1 One of the following Team Identifiers may be displayed once on each glove, in any position, as follows:
  - 18.6.1.1 Team Emblem no bigger than 12cm<sup>2</sup>;
  - 18.6.1.2 Team Symbol no bigger than 12cm<sup>2</sup>;
  - 18.6.1.3 Team Name or Team Nickname no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm;
  - 18.6.1.4 Country Name or Club Name (as applicable) no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm; or
  - 18.6.1.5 National Flag or Regional Flag or Coat of Arms (as applicable) no bigger than 12cm<sup>2</sup>.

#### 18.7

Manufacturer Identifiers:

- 18.7.1 One Manufacturer Identifier no bigger than 20cm<sup>2</sup> may be displayed once on each glove, in any position.
- 18.7.2 One Technology Label no bigger than 10cm<sup>2</sup> may be displayed once on each glove, in any position.
- 18.7.3 Two Quality Seals may be displayed once on each glove, in any position, one no bigger than 10cm<sup>2</sup>, the other no bigger than 5cm<sup>2</sup>.





## 19A. Caps

## 19.1

Goalkeepers on the same Team may wear caps on the field of play that differ in size, colour, and/or other appearance. They must be made by the Manufacturer that makes the Team's Playing Kit.

## 19.2

Off the field of play, Outfield Players and other Team Delegation members may wear caps (meaning any type of cap, hat, knitted cap, or bonnet) that differ in size, colour, and/or other appearance. If they are not made by the Manufacturer that makes the Team's Playing Kit, they must not display any Manufacturer Identifiers.

## 19.3

The Player's Name and Number:

- 19.3.1 The goalkeeper's Name and/or Number may each appear once on the goalkeeper cap with numbering and lettering no higher than 2cm. They must be identical to the Name and Number on the goalkeeper's Shirt.
- 19.3.2 The cap worn by an Outfield Player off the field of play may also display the Player's Name and/or Number.

## 19.4

Team Identifiers:

- 19.4.1 One of the following Team Identifiers may be displayed once in any position on each goalkeeper cap and on the cap of each other member of the Team Delegation, as follows:
  - 19.4.1.1 Team Emblem no bigger than 50cm<sup>2</sup>;
  - 19.4.1.2 Team Symbol no bigger than 50cm<sup>2</sup>;
  - 19.4.1.3 Team Name or Team Nickname no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm;



- 19.4.1.4 Country Name or Club Name (as applicable) no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm; or
- 19.4.1.5 National Flag or Regional Flag or Coat of Arms (as applicable) no bigger than 25cm<sup>2</sup>.

Manufacturer Identifiers:

- 19.5.1 One Manufacturer Identifier no bigger than 20cm<sup>2</sup> may be displayed once anywhere on the goalkeeper cap/Team Delegation member's cap.
- 19.5.2 One Technology Label no bigger than 10cm<sup>2</sup> may be displayed once anywhere on the goalkeeper cap/Team Delegation member's cap.
- 19.5.3 Two Quality Seals, one no bigger than 10cm<sup>2</sup>, the other no bigger than 5cm<sup>2</sup>, may be displayed (in each case, no more than once) anywhere on the goalkeeper cap/Team Delegation member's cap.







## 19B. Other permitted head coverings

## 19.6

The only other head coverings that may be worn by Players on the field of play are those worn for religious reasons, such as hijabs, turbans, or similar items ("Permitted Head Covering").

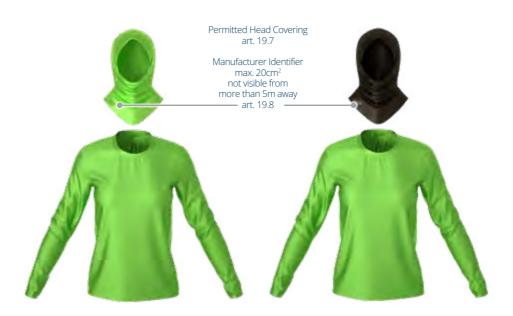
## **19.7**

Players on the same Team may wear Permitted Head Coverings that differ in size and/or other appearance. However, each Permitted Head Covering must:

- 19.7.1 be either the same colour as the Dominant Colour on the Player's Shirt or it must be black;
- 19.7.2 not feature the Player's Name or Number or any abbreviation of them;
- 19.7.3 not feature any Team Identifier or Decorative Element; and
- 19.7.4 not compromise the safety of the Players on either Team in any way. For example:
  - 19.7.4.1 it must not be attached to the Shirt;
  - 19.7.4.2 it may not have any form of fastening mechanism around the neck; and
  - 19.7.4.3 no part(s) of it may extend out from the surface of the head covering.



If (but only if) the Manufacturer of the Permitted Head Covering is also the Manufacturer of the Player's Playing Kit, the Permitted Head Covering may feature one Manufacturer Identifier no bigger than 20cm<sup>2</sup>, which must blend in with the rest of the Permitted Head Covering and not be visible from more than 5m away.







# **20** HAIRBANDS, HEADBANDS AND WRISTBANDS

## 20.1

Players on the same Team may wear hairbands, headbands, and/or wristbands that differ in size and/or other appearance. However, they must:

- 20.1.1 be either the same colour as a colour on the Player's Shirt, Shorts or Socks or they must be black or white; and
- 20.1.2 not feature the Player's Name or Number or any abbreviation of them.

## 20.2

Team Identifiers:

- 20.2.1 One of the following Team Identifiers may be included once in any position on each hairband, headband, and/or wristband, as follows:
  - 20.2.1.1 Team Emblem no bigger than 12cm<sup>2</sup>;
  - 20.2.1.2 Team Symbol no bigger than 12cm<sup>2</sup>;
  - 20.2.1.3 Team Name or Team Nickname no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm;
  - 20.2.1.4 Country Name or Club Name (as applicable) no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm; or
  - 20.2.1.5 National Flag or Regional Flag or Coat of Arms (as applicable) no bigger than 12cm<sup>2</sup>.

## 20.3

Manufacturer Identifiers:

If (but only if) the Manufacturer of the hairband, headband, and wristbands is also the Manufacturer of the Playing Kit worn by the Player:

20.3.1 one Manufacturer Identifier no bigger than 20cm<sup>2</sup> may be displayed once on each headband and/or wristband, in any position;





- 20.3.2 one Technology Label no bigger than 10cm<sup>2</sup> may be displayed once on each headband and/or wristband, in any position; and/or
- 20.3.3 two Quality Seals, one no bigger than 10cm<sup>2</sup>, the other no bigger than 5cm<sup>2</sup>, may be displayed once on each headband and/or wristband, in any position.



Under their Playing Kit, Players may wear underwear, T-shirts, sports bras, thermal shorts, and/or any sort of cooling apparel (each, an "Undergarment"), provided that the Undergarment:

- 21.1.1 is made by the Manufacturer that makes the Team's Playing Kit;
- 21.1.2 is not visible outside or beneath the Playing Kit, or, if it is visible:
  - 21.1.2.1 is of the same Dominant Colour as the item it is underneath; and
  - 21.1.2.2 does not display any Team Identifiers, Manufacturer Identifiers, or Decorative Elements;
- 21.1.3 does not display any Sponsor Advertising.

## 21.2

An item designed to house electronic performance and tracking systems is not considered an Undergarment, but instead must comply with article 22.2.

## 21.3

An Undergarment must not be attached to any part of the Playing Kit.

## 21.4

An Undergarment may not display the Player's Name or Number, or any abbreviation of them.

## 21.5

An Undergarment may display one Team Identifier.





An Undergarment may display Manufacturer Identifiers as follows:

- 21.6.1 One Manufacturer Identifier no bigger than 20cm<sup>2</sup> may appear once on the front and/or the back of an undershirt or sports bra, positioned anywhere other than in the *Collar Zone*.
- 21.6.2 One Manufacturer Identifier no bigger than 20cm<sup>2</sup> may appear once anywhere on underwear, undershorts, or thermal shorts.
- 21.6.3 One Technology Label no bigger than 10cm<sup>2</sup> may be displayed once on each Undergarment, in any position.
- 21.6.4 Two Quality Seals, one no bigger than 10cm<sup>2</sup> and the other no bigger than 5cm<sup>2</sup>, may be displayed on each Undergarment, in each case no more than once, in any position.





## **22** SPECIAL EQUIPMENT

## 22.1

Equipment used by Players for medical reasons during a Match covered by these Regulations – such as protective headgear, protective facial masks, knee and arm protectors, eyewear, and medical casts or splints – must:

- 22.1.1 be approved by FIFA, the Match Commissioner or the Match Officials prior to use;
- 22.1.2 not feature the Player's Name or Number or any abbreviation of them; and
- 22.1.3 not display any Team Identifier, Manufacturer Identifier, Decorative Element or other words or marks unless FIFA or the Match Commissioner or the Match Officials so permit.

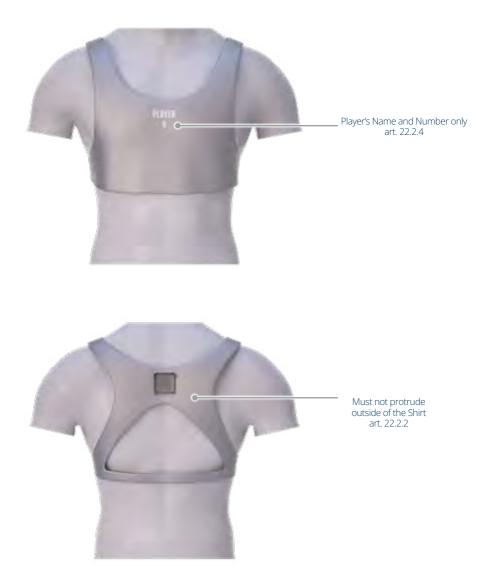
## 22.2

Electronic performance and tracking system equipment may be worn by Players during a Match covered by these Regulations as follows:

- 22.2.1 They must be certified and approved for use under the FIFA Quality Programme for Wearable Electronic Performance and Tracking Systems.
- 22.2.2 They must be worn underneath the Shirt and (unless agreed by FIFA) must not protrude outside of the Shirt.
- 22.2.3 They must not endanger the safety of any Player or Match Official, whether in their shape, the manner of their construction, the materials used, or otherwise.
- 22.2.4 They may display the Player's Name and Number once.
- 22.2.5 They may not display any Team Identifier, Manufacturer Identifier, Decorative Element, or Sponsor Advertising.











## **PART FIVE: NON-PLAYING ITEMS**



### 23.1

Team Officials may wear, and Players before and after they play may wear, formal attire such as a shirt, jacket, tie, suit trousers, skirt, and/or waistcoat ("Formal Attire") that displays the following:

- 23.1.1 Team Identifiers no bigger than 100cm<sup>2</sup>, in any position and quantity.
- 23.1.2 FIFA Winners' Stars, but only if adjacent to a Team Emblem or Team Symbol. Each individual star must be no greater than 2cm in diameter and separate stars must be positioned no more than 2cm apart.

#### 23.2

No Manufacturer Identifiers or Sponsor Advertising may be displayed on, or affixed to, the Formal Attire.







## 24 OUTERWEAR

## 24.1

Team Officials may wear, and Players before and after they play may wear, training shirts, anthem jackets, pre-Match ceremony attire, hoodies, t-shirts, polo shirts, sweatshirts, tracksuit bottoms, shorts, winter trousers, rainwear, and/or other forms of outerwear ("Outerwear"). Celebratory Attire is not included in the definition of Outerwear.

## 24.2

Each item of Outerwear may display:

- 24.2.1 Team Identifiers in any size, quantity, and positioning;
- 24.2.2 FIFA Winners' Stars of any size, which must be adjacent to a Team Emblem or Team Symbol. Separate stars must be positioned no more than 2cm apart;
- 24.2.3 up to five Manufacturer Identifiers, in any position, each no bigger than 20cm<sup>2</sup>;
- 24.2.4 (on upper body Outerwear) up to two MI Bands, as follows:
  - 24.2.4.1 around the end of the Sleeves; and
  - 24.2.4.2 along the *Shoulder Seam* or along the *Lateral or Outer Seam*, provided in each case that it is not wholly visible when viewed from the front or the back (as worn);
- 24.2.5 (on lower body Outerwear) up to two MI Bands, as follows:
  - 24.2.5.1 around the bottom edge; and
  - 24.2.5.2 along the *Lateral or Outer Seam*, provided that it is not wholly visible when viewed from the front or the back (as worn).
- 24.2.6 one Technology Label, in any position, no bigger than 10cm<sup>2</sup>;
- 24.2.7 two Quality Seals, in any position, one no bigger than 10cm<sup>2</sup> and the other no bigger than 5cm<sup>2</sup>; and

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24.2.8 the Team Names or the National Flags of the opposing Teams (subject to the consent of the other Team), the date of the Match, and the name of the host city or country of the Match, together being a maximum total size of 50cm<sup>2</sup>, and with any letters and numbers no higher than 2cm;

provided always that the Outerwear worn by members of the Team Delegation next to the field of play must not undermine the clear distinctiveness of the Playing Kit worn by the Players or the clothing worn by Match Officials on the field of play.

## 24.3

For FIFA Final Competitions, no Sponsor Advertising may be displayed on any Outerwear, save only that upper body Outerwear worn by a Team Delegation representing a Club in a Competition may have Sponsor Advertising no bigger than 20cm<sup>2</sup> on the front or back, provided it has been approved by FIFA.







# **25** WARM-UP AND SUBSTITUTE BIBS

## 25.1

In FIFA Final Competitions, FIFA will supply bibs to each Team (of a different colour for each Team), to be worn on Matchdays by the Players while warming up and by the substitute Players before they are substituted into the Match.

## 25.2

In Competitions other than FIFA Final Competitions, bibs used by Teams:

- 25.2.1 must be clearly distinguishable in colour from the Shirts of both Teams and from the shirts worn by the Match Officials;
- 25.2.2 may not display the Player's Name or Number or any abbreviation thereof;
- 25.2.3 may display one or more Team Identifiers in any size and quantity and in any position on the bib;
- 25.2.4 may display one Manufacturer Identifier no bigger than 100cm<sup>2</sup>, once in any position on the front of the bib, and once in any position on the back of the bib; and
- 25.2.5 may not display any Sponsor Advertising.







# **26** BAGS AND OTHER ITEMS

## 26.1

For FIFA Final Competitions, FIFA may supply bags (e.g. ball nets and/or medical bags) for use by Team Delegations. These bags may display FIFA marks and/or logos and/or identifiers of the relevant Competition. Ball nets may also display the graphic Manufacturer Identifier of the official supplier of the Match ball. If instructed by FIFA, Team Delegations must use such bags to the exclusion of any other comparable items.

## 26.2

Bags used by Team Delegations within the Controlled Areas (including medical bags, equipment bags and ball nets) in FIFA Final Competitions:

- 26.2.1 may display Team Identifiers (in each case no bigger than 100cm<sup>2</sup>) in any position and quantity;
- 26.2.2 in the case of equipment bags only, may display one Manufacturer Identifier no bigger than 20cm<sup>2</sup>, once, in any position; and
- 26.2.3 may not display any Sponsor Advertising.



Manufacturer Identifier max. 20cm<sup>2</sup> art. 26.2.2





Any other items used by Team Delegation members within the Controlled Areas (including, by way of example, personal devices, personal bags, accessory clothing items, and other fashion accessories) in FIFA Final Competitions:

- 26.3.1 may display Team Identifiers in any position, size, and quantity;
- 26.3.2 may not display Manufacturer Identifiers or Sponsor Advertising, or include anything that creates an association with a Manufacturer, a sponsor, or other third party, or that constitutes a promotion or other commercial message of any kind; and
- 26.3.3 must not be used in such a manner that in FIFA's opinion could amount to Ambush Marketing.







# 27 CELEBRATORY ATTIRE

## 27.1

A Team may wear T-shirts commemorating their qualification for or their winning of a FIFA Final Competition ("Celebratory Attire"). That Celebratory Attire:

- 27.1.1 must all be made by the same Manufacturer;
- 27.1.2 may display Team Identifiers in any size, position, and quantity;
- 27.1.3 may refer to the fact of the qualification or the victory, but may not display any FIFA marks and/or logos or Competition identifiers unless the Manufacturer has been formally licensed by FIFA to do so;
- 27.1.4 may display FIFA Winners' Stars of any size, which must be displayed adjacent to a Team Emblem or Team Symbol, each star no more than 2cm apart;
- 27.1.5 may display one Manufacturer Identifier in any position, but no bigger than 20cm<sup>2</sup>; and
- 27.1.6 may not display any Sponsor Advertising.

## 27.2

In FIFA Final Competitions, Celebratory Attire may only be worn on the field of play after the following official FIFA activities have taken place (during which the Team must wear the Shirts they wore during the Match in question):

- 27.2.1 the trophy presentation;
- 27.2.2 official FIFA photographs; and
- 27.2.3 official media appearances.





## PART SIX: CLOTHING AND EQUIPMENT AT FIFA BEACH SOCCER COMPETITIONS AND FUTSAL COMPETITIONS



## 28.1

Each Player on a Team entered in a FIFA beach soccer Competition:

- 28.1.1 must wear a Shirt that complies with Part Two and article 13;
- 28.1.2 must wear Shorts that comply with Part Two and article 14; and
- 28.1.3 may wear beach soccer foot bindings (which include other support bandages, additional socks, and similar items provided for in Law 4 of the FIFA Beach Soccer Laws of the Game)<sup>10</sup> that:
  - 28.1.3.1 are of any colour(s);
  - 28.1.3.2 do not display any Team Identifiers or the Player's Name or Number;
  - 28.1.3.3 include the following, once in each case, but only in a manner that blends in with the rest of the foot binding, and that is not visible from more than 5m away:
    - (a) one Manufacturer Identifier no bigger than 20cm<sup>2</sup>;
    - (b) one Technology Label no bigger than 10cm<sup>2</sup>; and
    - (c) two Quality Seals, one no bigger than 10cm<sup>2</sup>, and the other no bigger than 5cm<sup>2</sup>; and
  - 28.1.3.4 otherwise do not display anything that functions as a trademark, that creates an association with a Manufacturer, a sponsor, or other third party, or that constitutes a promotion or other commercial message of any kind.



<sup>10</sup> The Laws of the Game forbid the use of footwear in beach soccer.

Each member of a Team Delegation for a FIFA beach soccer Competition may wear or use any of the optional clothing or equipment referenced in Parts Four and Five.

## 29 FUTSAL

## 29.1

Each Player on a Team entered in a FIFA futsal Competition must wear:

- 29.1.1 a Shirt that complies with Part Two and article 13;
- 29.1.2 Shorts that comply with Part Two and article 14;
- 29.1.3 Socks that comply with Part Two and article 15; and
- 29.1.4 indoor shoes (being canvas or soft leather training or gymnastic shoes with soles of rubber or a similar material) compliant with Law 4 of the FIFA Futsal Laws of the Game.

## 29.2

In addition, the goalkeeper(s) on a Team entered in a FIFA futsal Competition may wear padded trousers compliant with Law 4 of the FIFA Futsal Laws of the Game and that meet the same requirements (amended as necessary to fit the different context) as article 14 applies to Shorts.

## 29.3

Each member of a Team Delegation for a FIFA futsal Competition may wear or use any of the optional clothing or equipment referenced in Parts Four and Five.





## PART SEVEN: CLOTHING AND EQUIPMENT AT FIFA EFOOTBALL COMPETITIONS

# **30** GENERAL PROVISIONS

## 30.1

Each eFootball Player representing a Member Association or a Club in a FIFA eFootball Competition must wear either:

- 30.1.1 a Shirt that complies in full with Part Two and article 13 (save that it may only display a Player Number and/or official FIFA badges as permitted by article 31); or
- 30.1.2 a Shirt that complies in full with Part Two and article 31 (an "eFootball Shirt").

## 30.2

Each eFootball Player representing an eFootball Club in a FIFA eFootball Competition must wear an eFootball Shirt that complies in full with Part Two (reading "eFootball Club" for "Club") and article 31.

## 30.3

Each eFootball Player not representing a Member Association or Club or eFootball Club competing in a FIFA eFootball Competition in an individual capacity must wear an eFootball Shirt that complies in full with Part Two and article 31 (excluding article 31.5).

## 30.4

While competing in a FIFA eFootball Competition, the eFootball Player must not wear anything that hides or obscures their Shirt or eFootball Shirt (as applicable). Any Undergarment that the eFootball Player wears underneath their Shirt or eFootball Shirt must:

- 30.4.1 be made by the Manufacturer that makes the eFootball Shirt; and
- 30.4.2 must not be visible outside or beneath the eFootball Shirt, or, if it is visible:
  - 30.4.2.1 must be the same colour(s) as the eFootball Shirt; and
  - 30.4.2.2 must not display any Team Identifiers, Manufacturer Identifiers, or Decorative Elements.



If a member of a Team Delegation for a FIFA eFootball Competition chooses to wear a head covering or any item(s) of Outerwear during a FIFA eFootball Competition, the head covering must comply with article 32 (eFootball caps) or section 19B (other permitted head coverings), as applicable, and the Outerwear must comply with article 33 (Outerwear).

## 30.6

Save as set out above, while participating in FIFA eFootball Competitions, Team Delegation members may wear any kind of clothing and any kind of footwear, as long as it does not display any Sponsor Advertising.

## 30.7

Items of non-apparel equipment (e.g. controllers) will be addressed elsewhere, not in these Regulations.

# **31** EFOOTBALL SHIRT

## 31.1

In this article 31, the terms *Back Area*, *Chest Area*, *Collar Zone*, *Free Zone*, *Front Area*, *Shoulder Point*, *Shoulder Seam*, *Sleeves*, and *Torso Area*, have the meanings given to those terms in article 13.1.

## 31.2

Colour(s):

31.2.1 The eFootball Shirt may be of any colour(s). Article 6 does not apply to eFootball Shirts.

## 31.3

Name:

- 31.3.1 The eFootball Player's Name (which, for the purposes of this Part Seven, means the eFootball Player's given name or their Gamertag registered with FIFA prior to the FIFA eFootball Competition in question) must be displayed on the top of the *Back Area* of the eFootball Shirt, with its top edge being no more than 8cm below the neck opening.
- 31.3.2 The letters must be between 5cm and 7.5cm high.



Number:

31.4.1 An eFootball Shirt may not display any Number for the eFootball Player.

## 31.5

Team Identifiers:

- 31.5.1 One of the following Team Identifiers may be displayed once within the *Chest Area* of the eFootball Shirt:
  - 31.5.1.1 Team Emblem no bigger than 100cm<sup>2</sup>;
  - 31.5.1.2 Team Symbol no bigger than 100cm<sup>2</sup>;
  - 31.5.1.3 Team Name or Team Nickname no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm;
  - 31.5.1.4 Country Name or Club Name or eFootball Club Name (as applicable) no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm; or
  - 31.5.1.5 National Flag or Regional Flag or Coat of Arms (as applicable) no bigger than 25cm<sup>2</sup>.
- 31.5.2 No Team Identifier may be displayed on the *Sleeves* of the eFootball Shirt.
- 31.5.3 One Team Identifier no bigger than 20cm<sup>2</sup> may be displayed at the centre of the *Collar Zone* in the *Back Area* of the eFootball Shirt. Any lettering or numbers must be no more than 2cm high.
- 31.5.4 A Team Identifier may be displayed on an eFootball Shirt as part of a Decorative Element, in accordance with article 10.4.
- 31.5.5 One Team Identifier may be displayed on the eFootball Shirt as part of a special manufacturing technique, as per article 5.5. The colour used must blend in with the colour(s) of the eFootball Shirt.





## FIFA badges:

31.6.1 Each eFootball Player in each Team must display the FIFA Event Badge provided by FIFA for the FIFA eFootball Competition in question in the *Free Zone* on the right *Sleeve* of the eFootball Shirt, and any other FIFA Event Badge provided by FIFA in the *Free Zone* on the left *Sleeve* of the eFootball Shirt.







31.6.2 Unless FIFA permits otherwise with respect to any future FIFA eFootball Competitions, FIFA World Champions Badges may not be displayed on any clothing items in any FIFA eFootball Competition.

## 31.7

## FIFA Winners' Stars:

- 31.7.1 FIFA Winners' Stars may be worn on the Shirts or eFootball Shirts (as applicable) of a Team representing a Member Association in a team-format FIFA eFootball Competition, to commemorate the number of times that the Member Association in question has previously won that FIFA eFootball Competition. The star(s) may be displayed in the *Chest Area*, but only if adjacent to a Team Emblem or Team Symbol, with each star no bigger than 2cm in diameter, and multiple stars spaced no more than 2cm apart.
- 31.7.2 FIFA Winners' Stars may not be displayed on eFootball Shirts worn in FIFA eFootball Competitions contested by Clubs, eFootball Clubs, and/or eFootball Players participating in an individual capacity.

## 31.8

Captain's armband:

31.8.1 For FIFA eFootball Competitions played in a team format, the captain of each Team may wear a captain's armband only if provided by FIFA. If FIFA provides a choice of captain's armbands, the captain should wear the one that contrasts most clearly with the *Sleeve* on which it is worn.

## 31.9

Manufacturer Identifiers:

- 31.9.1 One Manufacturer Identifier no bigger than 20cm<sup>2</sup> may be displayed once on the *Chest Area* of the eFootball Shirt.
- 31.9.2 No Manufacturer Identifiers may be displayed on the *Sleeves* of the eFootball Shirt.
- 31.9.3 An MI Band may be included on both the left-hand side and on the right hand-side of the eFootball Shirt (the same MI Band on both sides), as follows:
  - 31.9.3.1 around the end of the Sleeves; or





- 31.9.3.2 along the *Shoulder Seam* or along the *Lateral or Outer Seam* of the eFootball Shirt, provided in either case it is not wholly visible when viewing the eFootball Shirt (as worn) from the front or the back.
- 31.9.4 One Technology Label no bigger than 10cm<sup>2</sup> may be included once on the front or the back of the eFootball Shirt, with its top edge no more than 15cm above the bottom edge of the eFootball Shirt.
- 31.9.5 One Quality Seal no bigger than 10cm<sup>2</sup> may be included once anywhere on the eFootball Shirt other than in the *Collar Zone* or *Chest Area* or on the *Sleeves*, with its top edge no more than 15cm above the bottom edge of the eFootball Shirt.
- 31.9.6 Another Quality Seal no bigger than 5cm<sup>2</sup> may be included once anywhere on the eFootball Shirt other than in the *Collar Zone*, *Chest Area*, or *Sleeves*.

Sponsor Advertising:

- 31.10.1 Sponsor Advertising is not permitted on eFootball Shirts worn in any FIFA eFootball Competition contested by Member Associations.
- 31.10.2 Sponsor Advertising is permitted on eFootball Shirts worn in FIFA eFootball Competitions contested by Clubs, eFootball Clubs, and/or eFootball Players participating in an individual capacity, as follows:
  - 31.10.2.1 Sponsor Advertising for two sponsors may be displayed at the intersection of the base of the *Chest Area* and the top of the *Torso Area*, with a maximum aggregate size of 400cm<sup>2</sup>.
  - 31.10.2.2 Sponsor Advertising for the same or another sponsor may be displayed on the *Back Area*, beginning at least 35cm below the Player's Name, with a maximum size of 200cm<sup>2</sup>.
  - 31.10.2.3 Sponsor Advertising for the same or other sponsors may be displayed along the *Shoulder Seam* above the *Free Zone* on both *Sleeves*, with a maximum size (in each case) of 50cm<sup>2</sup>.













## **32** EFOOTBALL CAPS

## 32.1

The members of a Team Delegation in a FIFA eFootball Competition may wear caps that are made by the same manufacturer and that are the same or that differ in size, colour, and/or other appearance (each, an "eFootball Cap").

## 32.2

No Names or Numbers may be displayed on eFootball Caps.

## 32.3

**Team Identifiers:** 

- 32.3.1 One of the following Team Identifiers may be displayed once on an eFootball Cap, in any position:
  - 32.3.1.1 Team Emblem no bigger than 50cm<sup>2</sup>;
  - 32.3.1.2 Team Symbol no bigger than 50cm<sup>2</sup>;
  - 32.3.1.3 Team Name or Team Nickname no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm;
  - 32.3.1.4 Country Name or Club Name or eFootball Club Name (as applicable) no bigger than 12cm<sup>2</sup>, with the lettering no higher than 2cm; or
  - 32.3.1.5 National Flag or Regional Flag or Coat of Arms (as applicable) no bigger than 25cm<sup>2</sup>.

## 32.4

FIFA Winners' Stars:

32.4.1 FIFA Winners' Stars may be worn on the eFootball Caps of a Team representing a Member Association in a FIFA eFootball Competition, to commemorate the number of times that the Member Association in question has previously won that FIFA eFootball Competition. FIFA Winners' Stars must be adjacent to a Team Emblem or Team Symbol, with each star no bigger than 2cm in diameter, and multiple stars spaced no more than 2cm apart.





32.4.2 FIFA Winners' Stars may not be displayed on eFootball Caps worn in FIFA eFootball Competitions contested by Clubs, eFootball Clubs, and/ or eFootball Players participating in an individual capacity.

## 32.5

Manufacturer Identifiers:

The following may be displayed, once in each case, anywhere on the eFootball Cap:

- 32.5.1 One Manufacturer Identifier no bigger than 20cm<sup>2</sup>.
- 32.5.2 One Technology Label no bigger than 10cm<sup>2</sup>.
- 32.5.3 Two Quality Seals, one no bigger than 10cm<sup>2</sup>, and the other no bigger than 5cm<sup>2</sup>.

#### 32.6

Sponsor Advertising is not permitted on eFootball Caps worn in any FIFA eFootball Competition.









Members of the Team Delegation may wear Outerwear compliant with article 24 while participating in FIFA eFootball Competitions.

## 33.2

Each item of Outerwear may display:

- 33.2.1 one Team Identifier no bigger than 100cm<sup>2</sup>, in any position;
- 33.2.2 one Manufacturer Identifier no bigger than 20cm<sup>2</sup>, in any position;
- 33.2.3 (on upper body Outerwear) up to two MI Bands, as follows:
  - 33.2.3.1 around the end of the Sleeves; and/or
  - 33.2.3.2 along the *Shoulder Seam* or along the *Lateral or Outer Seam*, provided in each case that it is not wholly visible when viewed from the front or the back (as worn);
- 33.2.4 (on lower body Outerwear) up to two MI Bands, as follows:
  - 33.2.4.1 around the bottom edge; and/or
  - 33.2.4.2 along the *Lateral or Outer Seam*, provided that in each case it is not wholly visible when viewed from the front or the back (as worn);
- 33.2.5 one Technology Label no bigger than 10cm<sup>2</sup>, in any position; and
- 33.2.6 two Quality Seals, once in each case, one no bigger than 10cm<sup>2</sup> and the other no bigger than 5cm<sup>2</sup>, and neither of them with their top edge more than 15cm above the bottom edge of the Outerwear item.

## 33.3

FIFA Winners' Stars:

33.3.1 FIFA Winners' Stars may be displayed on the Outerwear of a Team representing a Member Association in a FIFA eFootball Competition, to commemorate the number of times that the Member Association in question has previously won that FIFA eFootball Competition. FIFA





Winners' Stars must be adjacent to a Team Emblem or Team Symbol, with each star no bigger than 2cm in diameter, and multiple stars spaced no more than 2cm apart.

33.3.2 FIFA Winners' Stars may not be displayed on Outerwear worn in FIFA eFootball Competitions contested by Clubs, eFootball Clubs, and/or eFootball Players participating in an individual capacity.

## 33.4

Sponsor Advertising:

- 33.4.1 Sponsor Advertising is not permitted on Outerwear worn in any FIFA eFootball Competition contested by Member Associations.
- 33.4.2 Sponsor Advertising is permitted on Outerwear worn in FIFA eFootball Competitions contested by Clubs, eFootball Clubs, and/or eFootball Players participating in an individual capacity, as follows:
  - 33.4.2.1 Sponsor Advertising for one sponsor may be displayed in the *Back Area* of any upper body Outerwear, with a maximum size of 200cm<sup>2</sup>.
  - 33.4.2.2 Sponsor Advertising for the same or another sponsor may be displayed below the Manufacturer Identifier on any lower body Outerwear, with a maximum size of 50cm<sup>2</sup>.

















MI Band max. 8cm wide art. 33.2.4





## PART EIGHT: MATCH OFFICIALS AND MATCH SUPPORT PERSONNEL

# **34** MATCH OFFICIALS

## 34.1

Match Officials must wear the official kit and use the official equipment provided by FIFA when officiating in FIFA Final Competitions, FIFA eFootball Competitions and (where applicable) FIFA Preliminary Competitions, including displaying on the sleeve(s) specified by FIFA any official FIFA Event Badge(s) provided by FIFA (whether affixed to the kit or displayed on armbands).

## 34.2

FIFA will provide the Match Officials with kit in different colours to help to avoid any clash with the Playing Kit of either Team. The Match Officials officiating at a particular Match who are present on the field of play must wear the same kit as each other.

## 34.3

When in a Controlled Area, Match Officials may not wear any kit or clothing that has not been provided or otherwise approved by FIFA.

## 34.4

The Match Officials' kit may display Manufacturer Identifiers to the same extent as the Playing Kit of the Teams playing in the Match is governed under these Regulations.

## 34.5

FIFA may place Sponsor Advertising on the sleeves of the shirts worn by Match Officials in FIFA Final Competitions and/or FIFA eFootball Competitions and/or (where applicable) FIFA Preliminary Competitions.





# **35** MATCH SUPPORT PERSONNEL

# 35.1

In FIFA Final Competitions and FIFA eFootball Competitions, the Match Support Personnel must wear the official kit and use the official equipment provided by FIFA, including displaying any official FIFA Event Badges provided by FIFA (whether affixed to the kit or displayed on armbands).

### 35.2

When in Controlled Areas on the day of a Match in a FIFA Final Competition or FIFA eFootball Competition, Match Support Personnel may not wear any kit or clothing that has not been provided or otherwise approved by FIFA.

#### 35.3

FIFA may place Sponsor Advertising on the clothing worn by Match Support Personnel in FIFA Final Competitions and/or FIFA eFootball Competitions.

#### 35.4

For FIFA Preliminary Competitions and International Friendly Matches, persons escorting Players onto the field of play may wear replicas of the Playing Kit of the Players they are escorting, but any other Match Support Personnel must wear clothing that is clearly distinguishable from the clothing of the Players and the Match Officials.













TABLE OF CONTENTS EQUIPMENT REGULATIONS

# ANNEXE A: RULES OF INTEPRETATION AND DEFINED WORDS AND PHRASES

# **1** Rules of interpretation

# 1.1

If there is any inconsistency between the official English, French, German, and/or Spanish texts of these Regulations, the official English text will prevail.

# 1.2

The illustrations set out in, and the annexes to, these Regulations form an integral part of these Regulations, but if there is any inconsistency between them and the provisions in the main body of these Regulations, the provisions in the main body of these Regulations will prevail.

### 1.3

In these Regulations, unless expressly stated otherwise:

- (a) words importing the singular include the plural, and vice versa;
- (b) words importing one gender include the other genders;
- (c) references to parts, sections, articles, or annexes are to parts, sections, articles, or annexes of these Regulations, in each case as amended from time to time;
- (d) references to a "day" means any calendar day; and
- (e) any phrase introduced by the terms "including", "in particular", "for example", "such as", or any similar expression is illustrative and does not limit the sense of the words preceding those terms.





# **2** Defined words and phrases

### 2.1

In these Regulations, the following words and phrases have the following special meanings:

**Alternative Playing Kit**: a Playing Kit that a Team wears as an alternative to the First-Choice Playing Kit. A Team may have more than one Alternative Playing Kit.

**Ambush Marketing**: any attempt by any entity or individual to gain an unauthorised association with a Competition and/or the organiser of the Competition, or to exploit the goodwill and publicity generated by the Competition and/or the Competition organiser in a manner not expressly authorised by the Competition organiser.

Celebratory Attire: as defined in article 27.1.

**Club**: a football club that is a member of, or affiliated to, a Member Association and whose representative team participates in the FIFA Club World Cup<sup>™</sup>, FIFAe Club World Cup<sup>™</sup>, and/or another FIFA club competition.

**Club Name**: the official name of the Club, including standardised abbreviations of that name.

**Coat of Arms**: the officially recognised heraldic emblem or symbol of the city, town, village, or region represented by the Club or eFootball Club.

**Competition**: as defined in article 2.3.

**Confederation:** a group of Member Associations recognised by FIFA that belongs to the same continent (or assimilable geographic region).

**Content Creator:** any individual who is contracted by a Member Association, Club, eFootball Club or an eFootball Player to produce audiovisual content in relation to a FIFA eFootball Competition.

Controlled Areas: as defined in article 2.5.





**Country Name**: the official name of a country recognised by the international community represented by a Member Association, including standardised abbreviations thereof.

**Decorative Element**: as described in article 10.1.

**Dominant Colour**: as defined in article 6.3.

eFootball Cap: as defined in article 32.1.

eFootball Club: as defined in article 2.1.

**eFootball Club Name**: the official name of the eFootball Club, including standardised abbreviations of that name.

eFootball Shirt: as defined in article 30.1.

eFootball Player: an eFootball player competing in a FIFA eFootball Competition.

FIFA: Fédération Internationale de Football Association.

**FIFA Event Badge**: an official badge provided by FIFA, including the Competition badge, FIFA Living Football badge, badge of an official campaign, etc., but not including the FIFA World Champions Badge.

**FIFA eFootball Competition**: as defined in article 2.3.4.

FIFA Final Competition: as defined in article 2.3.1.

FIFA Preliminary Competition: as defined in article 2.3.2.

FIFA Winners' Star: as defined in article 9.3.

**FIFA World Champions Badge**: a special badge designed by FIFA that may be provided to the respective reigning champions of a FIFA Final Competition or FIFA eFootball Competition.

**First-Choice Playing Kit**: the Playing Kit that a Team normally wears as its first choice.





**Foundation Year**: the year that the Member Association, Club or eFootball Club was founded, displayed in a script or figure.

Formal Attire: as defined in article 23.1.

**International Friendly Match**: a Match between national representative teams of Member Associations that does not take place as a part of or count towards any Competition or any other competition organised by a Confederation but that is incorporated into FIFA's international match calendar.

**Laws of the Game**: means, as applicable, the following laws established in accordance with article 7 of the FIFA Statutes: (1) the laws of association football issued by The IFAB; (2) the FIFA Futsal Laws of the Game issued by the FIFA Council; or (3) the FIFA Beach Soccer Laws of the Game issued by the FIFA Council, each as may be amended from time to time.

**Manufacturer**: a company that designs, produces (directly or through a nonbranded licensee) and sells clothing and/or other equipment that is covered by these Regulations. Suppliers or other entities distributing such products are not considered Manufacturers.

**Manufacturer Identifier**: any mark, word, sign, or device that signifies that the item in question was manufactured by a particular Manufacturer. Also commonly referred to as an "MI".

**Match**: an association football, beach soccer or futsal match or an eFootball match.

**Match Commissioner**: the official Match commissioner who is appointed and entrusted by FIFA to supervise the orderly organisation of a Match and to ensure that FIFA's regulations and instructions are observed.

**Match Officials**: the referee, assistant referees, VAR Team, and the fourth official on the International List, and any other appointed match officials.

**Match Support Person/Personnel**: the ball boys and girls, persons escorting Players and/or Match Officials onto the field of play, flag bearers and any other support workers who are required to be present in the Controlled Areas on the day of a Match.

**Member Association**: an association that has been admitted into membership of FIFA by the FIFA Congress.



**MI Band**: a repeated linear pattern of graphic form Manufacturer Identifier, either connected to each other or spaced equally apart by no more than 2cm, in a continuous band that is no more than 8cm wide, unless it is included on Socks in which case it may be no more than 5cm wide.

**Name**: the name of the Player or eFootball Player wearing or using the item of Playing Kit or other clothing or equipment in question;

**National Flag**: the officially recognised national flag of the country represented by a Member Association.

**Number**: the official number assigned to the Player wearing the item of Playing Kit or other clothing or equipment in question.

**Number Zone**: an area of uniform size, based on the dimensions of a two-digit Number, located on the *Back Area* (and, if applicable, on the *Front Area*) of the Shirt, and on the front of the Shorts, that is reserved exclusively to display the Player's Number.

Outfield Player: any member of a Team other than the goalkeeper.

Outerwear: as defined in article 24.1.

Permitted Head Covering: as defined in article 19.6.

**Player**: any association football, beach soccer or futsal player (including Outfield Players, goalkeepers and substitutes) who is selected by a Member Association to play for its national representative Team in a Competition or an International Friendly Match, or who is selected by a Club to play for its Team in a club Competition.

**Playing Kit**: the Shirt, Shorts, and Socks worn by the Players on the field of play during a Match.

**Quality Seal**: a type of Manufacturer Identifier, being whether a tag, label or comparable element affixed to an item to identify the Manufacturer, and to prevent counterfeiting of the item, which may contain one Manufacturer mark no bigger than 5cm<sup>2</sup>.

**Regional Flag**: the officially recognised flag of the state, province, canton or similar region of a country represented by a Club or eFootball Club.





**Regulations**: this 2022 edition of the FIFA Equipment Regulations.

**Shirt**: the shirt worn by a Player during a Match as part of the official Playing Kit, as described in article 13.1.

**Shorts**: the shorts worn by a Player during a Match as part of the official Playing Kit, as described in article 14.1.

**Socks**: the socks worn by a Player during a Match as part of the official Playing Kit, as described in article 15.1.

**Sponsor Advertising**: commercial messaging of any kind promoting a sponsor of the Team (but excluding Manufacturer Identifiers when the Manufacturer is a sponsor of the Team).

**Team**: the Players in the starting line-up and the Players named as substitutes for a Match in a Competition or an International Friendly Match; or (where the context so requires) a team competing in a FIFA eFootball Competition.

**Team Delegation**: the Players in the starting line-up and the Players named as substitutes for the Match, as well as the Team Officials and any other Players accompanying the Team to and within the Controlled Areas for the Match; or (in the context of a FIFA eFootball Competition) the eFootball Player(s), their named coach(es) and Content Creator.

**Team Emblem**: the official emblem, symbol, mark or logo selected by a Member Association, Club or eFootball Club (as applicable) to represent its Team.

**Team Identifier**: any graphic or text-based feature used by a Member Association, Club or eFootball Club (as applicable) to identify its Team.

**Team Name**: the official name of a Team as notified to FIFA, in the national language(s) of the Member Association or country of the Club or eFootball Club or in any other official FIFA language, as well as common abbreviations of that name.

**Team Nickname**: a descriptive name or designation commonly used and understood to refer to a given Team. A slogan, campaign or similar message associated with a Team shall not be considered a Team Nickname.





**Team Officials**: all coaches, assistant coaches, managers, media officers, medical staff (doctors, physiotherapists, etc.), representatives, and other individuals appointed by a Member Association or Club (as applicable) to support the Team.

**Team Slogan**: a short descriptive phrase commonly used and understood to refer to the history or identity of a Team.

**Team Symbol**: any symbol or graphic element (other than the Team Emblem) that is used by the Member Association, Club or eFootball Club (as applicable) to represent its Team officially.

**Technology Label**: a type of Manufacturer Identifier that is used as an identification label by a Manufacturer to communicate a material or method used in the manufacturing of an item.

The IFAB : The International Football Association Board.

**Undergarment**: as defined in article 21.1.

**VAR Team**: video assistant referee, assistant video assistant referee and other support staff located in the VOR.

**VOR**: video operation room.





# **ANNEXE B: APPROVAL PROCESS**



#### 1.1

A Member Association, Club, eFootball Club or eFootball Player participating in a Competition in an individual capacity, must not use or allow their Team Delegation to use any Playing Kit or other clothing or equipment that is covered by these Regulations in connection with a Competition or International Friendly Match unless it complies in full with all of the requirements of these Regulations and any other applicable FIFA rules or regulations, and/or with any circulars, guidelines, directives, and/or decisions issued by FIFA, and contains only elements that are specifically authorised under these Regulations.

#### 1.2

Where FIFA specifies that any Playing Kit or other clothing or equipment item must be reviewed for compliance prior to use in any Competition or International Friendly Match, the item must not be used unless and until FIFA has reviewed a physical sample of the item and provided written confirmation of its compliance ("FIFA Approval").

- (a) For a FIFA Preliminary Competition, FIFA may delegate this authority to grant or withhold approval to the Match Commissioner or relevant Competition organiser.
- (b) For International Friendly Matches, FIFA may delegate this authority to grant or withhold approval to the competing Member Associations or to the Confederation(s) of the competing Member Associations.

#### 1.3

Use without FIFA Approval of any Playing Kit or other clothing or equipment that require FIFA Approval constitutes a breach of these Regulations, even if the item otherwise complies in all respects with the Regulations.

### 1.4

FIFA may issue detailed guidelines and/or instructions and/or forms to supplement this Annexe B and to assist submissions for preliminary examination or applications for FIFA Approval. However, in case of any inconsistency between those materials and this Annexe B, this Annexe B prevails.





# **2** Submission of samples for preliminary examination

# 2.1

A Member Association, Club, eFootball Club or eFootball Player (or any Manufacturer that is supplying relevant items to a Member Association, Club, eFootball Club or eFootball Player) may submit to FIFA samples of Playing Kit and other clothing or equipment for which FIFA Approval is required at any stage.

# 2.2

The Member Association, Club, eFootball Club or eFootball Player (as applicable) may send to FIFA electronic files (e.g. of artwork and/or product specifications). FIFA will only review such electronic files if they constitute a complete specification of the sample item, and include, if and when requested by FIFA, full details of the method of manufacture, materials and techniques used. The Member Association, Club, eFootball Club or eFootball Player (as applicable) may also send life-size physical samples of each such item to FIFA.

### 2.3

FIFA will use all reasonable endeavours to conduct a preliminary examination of each item within no more than 30 working days of receipt.

# 2.4

FIFA may respond with a non-binding indication of whether an item made to such specifications would be likely to be given FIFA Approval. However, this process does not equate to, or act as a substitute for, FIFA Approval of Playing Kit and other clothing and equipment applicable to each Competition. Instead, a formal application for FIFA Approval must still be made and the outcome of that application may not be assumed. No claim may be brought against FIFA based on the non-binding indication or on any subsequent rejection of an application for FIFA Approval in respect of the item.

### 2.5

FIFA will not review incomplete submissions for preliminary examination. At any time, FIFA may seek any further information that it considers necessary to conduct the preliminary examination.

### 2.6

All costs incurred in connection with the submission for preliminary examination are to be borne by the party submitting the sample(s). In no circumstances will they be recoverable from FIFA.





# **3** Timeline of application for FIFA Approval

# 3.1

The Member Association, Club, eFootball Club or eFootball Player (as applicable) must submit an application for FIFA Approval by no later than the deadline specified in the applicable Competition regulations or associated circular.

### 3.2

Alternatively, FIFA may specify a day or period in advance of a particular Competition when it will physically inspect all items relevant to that Competition.

### 3.3

FIFA will process each application as quickly as reasonably possible without undermining the integrity of the process. FIFA will use all reasonable endeavours to complete the process and to provide its decision within no more than 30 working days of receipt of the completed application. In no circumstances may FIFA be held liable if, despite that use of all reasonable endeavours, it is unable to meet that deadline.

### 3.4

Where FIFA sets a deadline for submission of samples of items for use at a particular Competition, it has no obligation to process applications received after that deadline.

### 3.5

The deadline for submission of samples of Celebratory Attire is no later than 48 hours prior to the Match at which the Celebratory Attire would be worn.





# **4** Processing the application

### 4.1

The application for FIFA Approval must include a full-size physical sample of the item for which FIFA Approval is sought, together with full details of the method of manufacture, materials and techniques used, if and when requested by FIFA. If a preliminary application has previously been made in respect of such item, this subsequent application shall specify any differences between the sample item as previously submitted and the sample item as now submitted.

# 4.2

FIFA will assess the sample item for compliance with each provision of these Regulations that applies to that item. FIFA will make its assessment in good faith and without discrimination. Its decision will be final and is not subject to appeal.

### 4.3

FIFA will assess compliance with colour requirements by visual inspection. Where it considers it appropriate to do so, FIFA may supplement the visual inspection by means of alternative colour measuring techniques with defined contrast parameters, such as the use of a spectrophotometer.

### 4.4

All Team Identifiers, Manufacturer Identifiers, and other relevant features displayed on the item will be measured according to their smallest and simplest geometric form, such as square, rectangle, triangle or circle, and the dimensions of that form will be calculated using the applicable mathematical formula. To calculate the surface area, the widest part of the feature will be measured from edge to edge. Exceptionally, the features may be divided into several individual geometric forms. Features of Socks, hairbands, headbands and wristbands will be measured on an "as worn" basis.

### 4.5

The applicant may submit to FIFA a written proposal as to how to measure nonstandard types of Manufacturer Identifiers, Team Identifiers, or other features. FIFA will decide in its absolute discretion whether to follow that proposal.





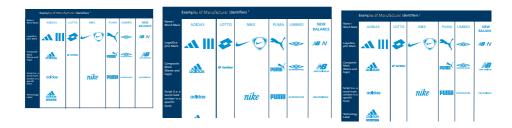
### 4.6

Manufacturer Identifiers are measured as individual geometric forms when the distance between the various elements does not exceed 0.5cm.

# 4.7

The following diagrams and related descriptions provide examples of the measurement procedure:

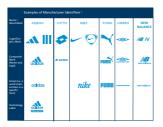
- (a) Manufacturer logo:
  - (i) The Nike logo size is calculated using the formula: "a" x "b"
  - (ii) The Puma logo size is calculated using the formula:  $("c" + "d") / 2 \times "h"$
  - (iii) The adidas logo size is calculated using the formula: ("b" x "h")/2







- (b) Manufacturer composite mark:
  - (i) The total size is calculated by adding the size of the two separate areas, measured as follows:
  - (A) The word mark size, which is calculated using the formula: "a" x "b"
  - (B) The design mark size, which is calculated using the formula: "b" x "d"
  - (ii) The distance between the design mark and the word mark in a composite mark may not exceed 0.5cm (otherwise they will be considered to be two separate Manufacturer Identifiers).







#### 4.8

Sponsor Advertising will be measured by using the larger of the following surface areas of the sponsor brand: (i) the surface area of the Sponsor Advertising, if it is printed directly on the Shirt or on a patch that is the same colour as the Shirt; or (ii) if the patch is not the same colour as the Shirt, the surface area of the patch. It is measured as several individual geometric forms when made up of more than one separable line of text or consisting of a logo and text separately (the distance between the various elements must not exceed 5cm).

(a) Sponsor Advertising on a neutral patch – the Sponsor Advertising size is calculated using the formula of the neutral patch: "a" x "b"



- (b) Sponsor Advertising applied on a coloured patch:
  - (i) the size of Sponsor Advertising made up of a single constituent part is calculated using the formula: "a" x "b"







- Sponsor Advertising containing more than one constituent part is measured by adding together the size of the two separate parts, measured as follows:
- (A) Two words calculated as ("a" x "b")+("c" x "d")
- (B) Word and logo calculated as ("a" x "b")+(area of the circle "c")
- (C) The distance ("d") between the word and the logo may not exceed 5cm









# **5** Grant of FIFA Approval

# 5.1

FIFA Approval is only valid when granted in writing, in the form of an official FIFA communication. No reliance may be placed on any approval purportedly given in any other form.

### 5.2

The grant of FIFA Approval constitutes confirmation that, in FIFA's view, the item in question complies in full with all of the requirements of these Regulations and any other applicable FIFA rules or regulations, as well as any circulars, guidelines, directives and/or decisions issued by FIFA.

- (a) FIFA will not consider whether the item complies with all applicable national and transnational laws and the grant of FIFA Approval provides no assurance of such compliance.
- (b) It is the responsibility of the Member Association, Club, eFootball Club or eFootball Player in question to ensure that the item complies with all applicable national and transnational laws.

### 5.3

Unless otherwise specified, a granted FIFA Approval will be valid for all Competitions and International Friendly Matches played within a calendar year of the grant.

# 5.4

Where FIFA Approval is granted conditionally or with restrictions, such conditions must be strictly satisfied and such restrictions (e.g. where the approval lapses after a specified date) must be strictly observed by the applicant, or else the FIFA Approval will be withdrawn.

### 5.5

Any grant of FIFA Approval is specific to the sample item reviewed by FIFA. It does not apply to any item that is not identical in all specifications to that sample item. A new application for FIFA Approval would have to be made in respect of any such non-identical item. Use of the non-identical item without separate FIFA Approval will constitute a breach of these Regulations.





### 5.6

Notwithstanding a grant of FIFA Approval, the Match Officials retain the right to determine whether any item may be used by a Team during a Match. Among other things, they may order parts of an item to be covered and/or may require a Team to combine Playing Kit items from its First-Choice Playing Kit and an Alternative Playing Kit in order to meet their requirements.



### 6.1

Where FIFA refuses an application for FIFA Approval in respect of an item, it will give written reasons for that refusal, so that the applicant may understand what changes are required in order to obtain FIFA Approval for the item.







# FIFA Forward Development Programme (Forward 3.0)

# FBREWERDS

When it launched the Forward development programme, FIFA embarked upon a new era of global football development that is now heading into its third cycle. With the implementation of Forward 3.0, FIFA is further strengthening its commitment to building a stronger foundation for the growth of football. Among other things, Forward 3.0 will provide the following:

- · Increased investment in football development
- · More impact through the achievement of football development objectives
- · Continued oversight to ensure that all funds are used responsibly

The third cycle of the FIFA Forward development programme will dedicate more financial resources than ever before to developing football, with an overall increase of approximately 30% compared to Forward 2.0 and, in total, a seven-fold increase compared to the development programmes in place prior to 2016. More specifically, it will provide the following support during the 2023-2026 cycle:

 $\cdot$  Up to USD 5 million for each member association to cover its operational/running costs in relation to football activities

 $\cdot$  USD 3 million for each member association to execute well-planned, specific football projects that contribute to the achievement of long-term football development objectives

• For member associations that are identified as needing the most assistance, up to USD 1.2 million each to cover the costs of travel and accommodation for their national teams as well as football equipment

• USD 60 million for each confederation to develop, promote and organise football within the regions of its member associations

• Up to USD 5 million for each zonal/regional association to organise regional football competitions for men, women and youth

As with the previous incarnations of the programme, a contract of agreed objectives will be finalised through Forward 3.0 between FIFA and each member association or confederation that will lay the foundations for the impactful and tailored development of football. Furthermore, FIFA will continue to provide non-financial support in the form of digital tools, as well as capacity-development expertise and opportunities for sharing knowledge.





Overall, FIFA is continually evolving and is adapting football to the modern society around it. This requires enhanced flexibility in the way the Forward Programme is delivered in accordance with the needs of each beneficiary, while ensuring that defined control mechanisms to scrutinise the use of the funds and report on their impact and legacy are retained.

I look forward to continuing to work with everyone in the worldwide football community to develop the modern, accessible and inclusive global game that we envision.

FIFA President Gianni Infantino







# PREAMBLE

The FIFA Forward development programme is one of the priorities linked to FIFA's statutory objectives "to improve the game of football constantly and promote it globally in the light of its unifying, educational, cultural and humanitarian values, particularly through youth and development programmes" and "to promote the development of women's football and the full participation of women at all levels of football governance" (cf. art. 2 (a) and (f) of the FIFA Statutes).

By adopting this new set of regulations for the FIFA Forward development programme at its meeting on 16 December 2022 (based on art. 34 paras 11 and 12, in conjunction with art. 13 par. 1 (f) of the FIFA Statutes), the Council reaffirms its strong commitment to the promotion of football as a sport that strives to embody fairness, solidarity and equality around the world. These regulations represent a collaboration between FIFA, its member associations and the confederations in a spirit of partnership, focusing on the future and the common aim of making football development impactful.



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**ANNEXE A** 



# SCOPE OF APPLICATION







# **OBJECTIVE**



The first partial cycle of the Forward Programme spanned three years and was applicable to the financial period ending on 31 December 2018 (hereinafter "Forward 1.0"). The second full cycle of the Forward Programme spanned four years and was applicable to the financial period ending on 31 December 2022 (hereinafter "Forward 2.0"). Forward 1.0 and Forward 2.0 were established to provide financial and non-financial support primarily to all of FIFA's member associations and the confederations in their endeavours to develop football in all its forms and at all levels within their territories based on their individual needs. Forward 3.0 follows the same main objective.







# **BENEFICIARIES**

#### 1. The beneficiaries of Forward 3.0 are:

- a. associations that are admitted as members of FIFA;
- b. confederations recognised by FIFA; and
- c. zonal/regional associations which meet the requirements stipulated in article 6 paragraph 9 of these regulations.
- 2. In exceptional circumstances, other football associations, which are not FIFA members but are full members of the relevant confederation and are organising competitions and/or football projects, may also benefit from Forward 3.0, if so decided on a case-by-case basis and only if so identified by the FIFA general secretariat and approved by the FIFA Development Committee. The applicable conditions and procedure will be defined by the FIFA general secretariat in each case. The Development Committee may amend the eligibility requirements for these other football associations to benefit from Forward 3.0, based on the recommendation of the FIFA general secretariat.
- 3. By way of solidarity, the member associations and confederations may inform the FIFA general secretariat that they do not need all or part of their entitlement to Forward 3.0 funds. In such cases, the FIFA general secretariat shall devise a proposal to reassign all or part of this entitlement to support the development initiatives of other Forward 3.0 beneficiaries. Irrespective of the amount to be reassigned, the FIFA general secretariat shall submit its proposal to the Development Committee, which shall decide whether to approve such proposal. The applicable conditions and procedure for such reassignment shall be defined by the FIFA general secretariat in each case.



# RIGHTS OF THE MEMBER ASSOCIATIONS AND THE CONFEDERATIONS

- 1. As a result of FIFA having a pyramid structure and an organisational model that places solidarity at the heart of its values, the member associations and confederations benefit from part of the revenues from the FIFA World Cup<sup>™</sup>. This part of the revenues is reinvested in football development, subject to compliance with these regulations.
- 2. The member associations and the confederations are entitled to have at least the "essential footballing conditions" in place to develop football in their territories and to provide their registered players and the wider football community with decent conditions in which to play football. Forward 3.0 is in line with this philosophy.
- 3. The member associations and the confederations are entitled to receive advice and continuous support from FIFA in determining the specific objectives of football development in their territories.







- 1. FIFA shall be attentive to its member associations and the confederations and available to assist them, particularly in the implementation of the Forward Programme, in order to ensure that the programme responds to the specific objectives of football development in their territories.
- <u>2.</u> FIFA shall be professional, impartial and transparent in its management of the Forward Programme.
- 3. Unless more time is required due to circumstances, the FIFA general secretariat shall reply to any written communication from a member association and/or confederation concerning Forward 3.0 within five working days.

**DUTIES** 

**OF FIFA** 



# FINANCIAL AND NON-FINANCIAL SUPPORT

#### Member associations

- Subject to compliance with these regulations, the funding granted to each member association under Forward 3.0 includes a contribution of up to USD 8 million for the four-year cycle (2023-2026), representing an increase of USD 2 million compared to the Forward 2.0 cycle and USD 3 million compared to the Forward 1.0 cycle.
- Each member association shall therefore be entitled to receive:
  - a. up to USD 5 million over the four-year cycle (2023-2026) for operational/ running costs; and
  - b. USD 3 million over the four-year cycle (2023-2026) for specific projects.

#### 3. Operational/running costs

- A first instalment of USD 650,000 shall be paid to member associations in January of each year to cover their operational/running costs for recurring/ routine activities, including but not limited to:
  - i. organising domestic competitions;
  - ii. training and participation in matches for various national teams;
  - iii. organising training sessions for football stakeholders, such as administrators, technical staff, referees and volunteers;
  - iv. remunerating administrative and technical staff;
  - v. organising committee meetings and general assemblies;
  - vi. settling utility bills;
  - vii. managing financial oversight, including audits;



- viii. maintaining or renting facilities;
- ix. maintaining websites and other technology platforms, such as corporate email systems.
- b. Conditionally, a second instalment of up to USD 600,000 shall be paid in July of each year, provided that the member association:
  - i. Organises men's competitions (championship, league or cup), meaning nationwide regular competitions played:
    - 1. over a period of at least six months;
    - 2. with at least ten teams; and
    - 3. with at least 90 matches.
  - ii. Organises women's competitions (championship, league or cup), meaning nationwide regular competitions played:
    - 1. over a period of at least six months;
    - 2. with at least ten teams; and
    - 3. with at least 90 matches.
  - iii. Has an active men's "A" national team that has played at least four (official or friendly) matches in the relevant year.
  - iv. Has an active women's "A" national team that has played at least four (official or friendly) matches in the relevant year.
  - v. Organises boys' competitions (championships, leagues or cups) in at least two age categories (e.g. U-15 and U-17):
    - 1. nationwide or regionally;
    - 2. with at least ten youth teams in each of the age categories;
    - 3. with at least 90 matches in each age category; and
    - 4. over a period of at least six months.
  - vi. Organises girls' competitions (championships, leagues or cups) in at least two age categories (e.g. U-15 and U-17):
    - 1. nationwide or regionally;
    - 2. with at least ten youth teams in each of the age categories;
    - 3. with at least 90 matches in each age category; and
    - 4. over a period of at least six months.
  - vii. Has active boys' national teams in at least two age categories that have played at least four (official or friendly) matches in the relevant year in each of the age categories.



- viii. Has active girls' national teams in at least two age categories that have played at least four (official or friendly) matches in the relevant year in each of the age categories.
- ix. Has a functioning digital registration and competition management system which is regularly updated by an appointed staff member, such as a registration and/or competitions manager.
- x. Has an established programme for the promotion and development of refereeing, which includes:
  - 1. an appointed full-time head of refereeing with the relevant refereeing expertise;
  - 2. at least ten refereeing workshops/seminars organised by it for its referees in the different categories per year; and
  - 3. women referees.
- xi. Has undertaken initiatives within the context of its operations in at least five of the following areas:
  - 1. safeguarding children and vulnerable adults from any form of harassment and abuse;
  - integrating the principles of anti-discrimination, diversity, accessibility, gender equality and inclusivity;
  - 3. embedding a culture of compliance to prevent improper conduct;
  - 4. combatting match manipulation;
  - 5. combatting doping;
  - 6. reducing the adverse environmental impact of activities;
  - 7. offering an alternative dispute resolution system to settle and resolve disputes within the local/national context;
  - incorporating minimum requirements for contracts of professional players based on guidelines provided by FIFA;
  - 9. providing a secure environment to participants and attendees at matches and/or events organised by it; and
  - 10. implementing any initiative other than the above that strengthens good governance within the member association.





- c. Regarding paragraph (b) above:
  - The amount of USD 50,000 shall be released to the member associations in July each year for each of the ten conditions stipulated in article 6 paragraph 3 (b) (i) to (x) that they have fulfilled in the previous year and/ or football season.
  - ii. The amount of USD 100,000 shall be released to the member associations in July each year if they have undertaken initiatives in at least five areas stipulated in article 6 paragraph 3 (b) (xi) in the previous year and/or football season.
  - iii. The member associations shall demonstrate to FIFA by 30 April of each year which of the ten conditions stipulated in article 6 paragraph 3 (b) (i) to (x) they have fulfilled in the previous year and/or football season. The member associations shall also demonstrate at least five areas in which they have undertaken initiatives as stipulated in article 6 paragraph 3 (b) (xi) in the previous year and/or football season.
  - iv. In exceptional circumstances, member associations that were not able to fulfil any number of the conditions stipulated in article 6 paragraph 3 (b) during any year in the Forward 3.0 cycle will have a one-time opportunity to submit the grounds for non-fulfilment, in writing, to the FIFA general secretariat by 30 April 2026. On the basis of the grounds, the FIFA general secretariat may, at its discretion, decide to seek the approval of the Development Committee after 30 April 2026 to allow the member associations to use the total amount of funds assigned to the non-fulfilled conditions under Forward 3.0 to fund specific projects aimed at the development of the area(s) associated with the respective condition(s). Upon approval of the Development Committee, this amount will be added to the existing entitlement of the member association for specific projects as provided for in article 6 paragraph 4 of these regulations.

#### 4. Specific projects

- a. USD 3 million for the four-year cycle (2023-2026) shall be granted for well planned projects entailing the execution of a temporary activity or task (with a specific start and end date) that would enable the member association to achieve a specific objective established in the relevant contract of agreed objectives and that therefore have a long-term impact on football development.
- b. In particular, such projects shall be related to the following areas:

#### i. Infrastructure

Improvement of existing football infrastructure or the construction of new football infrastructure for the benefit of the member association within its territory (e.g. the renovation or construction of a stadium, stadium facilities, administration offices, technical centre or pitches).



#### ii. Competitions

Organisation of a new domestic competition or a revamped edition of an existing domestic competition by the member association (e.g. the launch of a women's league or the establishment of a youth league).

#### iii. Capacity development

Organisation of and/or participation in initiatives aimed at developing the skills and abilities of persons associated with the member association (e.g. workshops on how to implement club licensing, FIFA-devised programmes, diplomas, master's courses or other educational initiatives).

#### iv. National-team support

Initiatives aimed at enhancing the performance of the member association's national teams (e.g. the introduction of technological innovations to improve player performance or the establishment or implementation of a holistic national teams' improvement strategy).

#### v. Subventions

Provision of a subvention to support football development within the region of the member association (e.g. leagues organised by regional football associations or initiatives for the development of clubs undertaken by regional football associations).

#### vi. Other

Football development projects that do not fall within the remit of the above-mentioned areas (e.g. implementing VAR technology in competitions organised by the member association or executing a youth football development programme).

- c. The member association may apply for football infrastructure projects other than for a stadium that meets the requirements to host at least FIFA World Cup<sup>™</sup> preliminary competition matches, a suitable headquarters or a centre or facility to train its national teams, or projects in areas other than football infrastructure, provided that the member association:
  - owns or has guaranteed access to at least one stadium within its territory that meets the requirements to host at least FIFA World Cup preliminary competition matches;
  - ii. owns or has a finalised usage agreement for at least the duration of the Forward 3.0 cycle for a suitable headquarters; and
  - iii. owns or has a finalised usage agreement for at least the duration of the Forward 3.0 cycle for a centre or facility to train its national teams.





The Development Committee may amend the above-mentioned requirements or grant exceptions based on the recommendation of the FIFA general secretariat in exceptional circumstances.

### 5. Operational/running costs funding for specific projects

If the member association so wishes, all or part of its unreleased entitlement for operational/running costs may be used to fund specific projects as per article 6 paragraph 4, provided that:

- a. The member association fulfilled all of the conditions mentioned under article 6 paragraph (3) (b) to obtain the second instalment of the operational/running costs in each of the previous four years at least. Where the Development Committee approved the waiving of any conditions mentioned under article 6 paragraph 3 (b) for any of the previous four years, the member association will be deemed to have fulfilled the respective condition(s) for that year.
- b. The request is justified (e.g. the project entails costs which are higher than USD 3 million and constitutes an important legacy for the member association) and the funds will be used in accordance with the provisions of article 6 paragraph 4 of these regulations.

#### 6. Specific projects funding for operational/running costs

If the member association so wishes, all or part of its entitlement for specific projects provided for under article 6 paragraph 4, excluding any funds approved by the Development Committee as per article 6 paragraph 3 (c) (iv) to fund specific projects, may be used to cover its operational/running costs, provided that:

- a. The member association has:
  - met the three infrastructure requirements detailed in article 6 paragraph 4 (c) pertaining to a stadium, association headquarters and training centre/facility;
  - ii. due to exceptional circumstances, obtained an exemption from the Development Committee in relation to any three of the infrastructure requirements; or
  - iii. ongoing Forward Programme projects which, based on the assessment of the FIFA general secretariat, have already been considerably executed, will not be adversely impacted by the member association's request and, upon completion, would ensure that the member association meets the three infrastructure requirements set out in article 6 paragraph 4 (c).
- b. The request is justified (e.g. if the size of the country requires additional costs for organising domestic competitions).



#### 7. Travel and equipment

For certain member associations only (and subject to compliance with these regulations), Forward 3.0 provides:

- a. A contribution of up to USD 1 million for the four-year cycle (2023-2026) (i.e. an increase of USD 200,000 compared to the Forward 2.0 cycle) to primarily cover the cost of travel and accommodation for their national teams, following which any remaining funds may be used to cover the cost of travel and accommodation for domestic competitions organised by the member associations. This contribution shall be allocated only to those member associations that are identified as needing the most assistance (cf. article 6 paragraph 7 (c) of these regulations).
- D. A contribution of up to USD 200,000 for the four-year cycle (2023-2026) to cover the cost of any football equipment related to the training of players and organisation of matches (e.g. full kits for the national teams, balls, minigoals, bibs, substitution boards and referees' communication systems) for those member associations that are identified as needing the most assistance (cf. article 6 paragraph 7 (c) of these regulations).
- c. A member association is identified as needing the most assistance, for the purpose of the contributions above, where their annual revenues (excluding Forward Programme funds as well as funds from any other FIFA programme/ initiative) do not exceed USD 4 million. This figure shall be reflected in the latest annual statutory audit report submitted to the FIFA general secretariat within six months after the closing of the relevant financial year. The Development Committee may amend this revenue threshold and/or add additional criteria for both contributions.
- d. The above contributions for travel will be released in four equal instalments of USD 250,000 each in January every year, whilst those for equipment will be released in four equal instalments of USD 50,000 each in January every year provided that the member association has fulfilled the conditions in article 6 paragraph 7 (c) of these regulations.

#### Confederations

8. Subject to compliance with these regulations, Forward 3.0 provides a contribution of USD 60 million over the four-year cycle (2023-2026) for each confederation (i.e. an increase of USD 12 million compared to the Forward 2.0 cycle and USD 20 million compared to the Forward 1.0 cycle), aimed at developing, promoting and organising football in general within the regions of its member associations. This contribution will be released in equal biannual instalments of USD 7.5 million in January and July of each relevant year. The confederations may use the funds to support the football development initiatives that they have designed for their member associations – while mentioning explicitly

Duties



that these funds are provided by FIFA – and to strengthen their own organisation. The details of the use of all the funds released to the confederations shall be clearly recorded in writing and submitted to the FIFA general secretariat on a yearly basis by 28 February (for the previous year) in order to ensure that the funds are invested in accordance with the aims described in this paragraph and the objectives of the confederation, as established in the relevant contract of agreed objectives (cf. art. 7 par. 1) and in accordance with the requirements of these regulations.

#### Zonal/regional associations

9. Subject to compliance with these regulations, the funding granted under Forward 3.0 includes a contribution of up to USD 5 million over the fouryear cycle (2023-2026) for each zonal/regional association (i.e. an increase of up to USD 1 million compared to the previous cycles of Forward 2.0 and Forward 1.0) that was recognised by its confederation at the time that these regulations came into force and had legal status as an entity within the regions of its member associations on the date that these regulations came into force. The funds amounting to USD 1.25 million will be released to the relevant confederations in January of each relevant year for the zonal/ regional associations to organise regional men's, women's and youth competitions (for girls and boys). These funds shall only be distributed where the zonal/regional association organises at least one women's, two boys' and two girls' competitions (for national teams or clubs) during the relevant year.

Should the zonal/regional association not organise all of these competitions during the relevant year, the allocated funds will be reduced by USD 250,000 for each required competition not organised.

The confederation is responsible for the correct use of these funds, including the annual external independent audit of the released funds (the cost of which will be covered by FIFA) and the release of payments to the zonal/regional association, to the member association hosting a tournament and/or to the participating teams, as the case may be, and as agreed regionally on a case-by-case basis for each tournament. The confederation shall report on the use of these funds to FIFA on a yearly basis by 28 February (for the previous year) and submit the audit report annually upon its completion.

In exceptional circumstances, the Development Committee may amend the requirements on an annual basis for the confederations to release funds to the zonal/regional associations after evaluating the grounds for any such amendment submitted, in writing, by the zonal/regional association to the FIFA general secretariat in consultation with the relevant confederation. Such grounds may be submitted to the FIFA general secretariat by 31 March 2023 for the release of funds in 2023 and by 31 December of the preceding year for the release of funds in all subsequent years (2024-2026) (e.g. by 31 December



2023 for the release of funds in 2024).

#### 10. Digital tools

Under Forward 3.0, FIFA provides the following digital tools free of charge for the proper organisation and operation of the relevant beneficiaries of Forward 3.0:

- a. FIFA Connect Platform for the secure and accurate electronic registration of all football stakeholders;
- b. FIFA Connect ID to prevent duplicate registration of football stakeholders;
- c. FIFA Connect competition management system for the digital management of competitions;
- International Transfer Matching System for the conclusion and matching of international transfers;
- e. Domestic Transfer Matching System for the conclusion and matching of domestic transfers; and
- f. FIFA+ LitePlayer for over-the-top content and streaming of live and/or videoon-demand content.

In this respect, FIFA may provide assistance in evaluating and operating the digital systems and tools that the beneficiaries are currently using. Beneficiaries may not use Forward Programme funds to purchase digital tools (including licences) that provide a similar service to those they are eligible to receive from FIFA (as listed above). The FIFA general secretariat shall decide on the approval and applicable procedure for the provision of the above-mentioned digital tools and any corresponding assistance to the beneficiaries.

The FIFA general secretariat may make changes at any time to the above-mentioned list of digital tools as well as the conditions associated with the use of Forward Programme funds in relation to digital tools that provide a similar service.

### <u>11.</u> Provision of capacity development experts and coordination for placements

The FIFA general secretariat will provide support to the member associations and confederations, if required, firstly to create a football development strategy and secondly to devise an action plan to achieve the objectives defined in this strategy and those included in the relevant finalised contract of agreed objectives. As a result, where it emerges that the achievement of an objective depends on the member association or confederation having expertise that it does not currently possess, the FIFA general secretariat, through its network of capacity development experts, will help to develop the required expertise within the member association or confederation. All costs and fees related to these experts shall be covered by FIFA. In addition, the FIFA general





secretariat shall determine the type of monitoring required for each expert provided and the capacity development activity organised.

Upon request, the FIFA general secretariat may also coordinate the possibility for member associations and confederations to send their staff members or officials (in the areas of football development, including football administration) to other member associations or even confederations on placement to enhance their skills, and to benefit from knowledge-sharing and good practices to be applied in their member association or confederation.

The FIFA general secretariat shall decide on the conditions, applicable procedure and approval of the provision of the above-mentioned capacity development experts and coordination for placements.





### PROCEDURE FOR FINANCIAL SUPPORT

After the contract of agreed objectives has been finalised in accordance with this article, the member associations and confederations shall follow the procedure laid down for financial support allocated under Forward 3.0, according to a defined schedule that covers the four phases: proposal, approval, execution and monitoring. A summary of the procedure and corresponding phases for financial support is also provided in Annexe A.

#### Preparation – contract of agreed objectives

- a. The member associations, with the assistance of the FIFA general secretariat, shall determine the specific objectives for football development to be achieved during the Forward 3.0 cycle using Forward Programme funds provided for specific projects.
- b. The confederations, with the assistance of the FIFA general secretariat, shall determine the specific objectives for football development to be achieved during the Forward 3.0 cycle using the Forward Programme funds provided for developing, promoting and organising football in general within the regions of their member associations.
- c. The above-mentioned objectives of the member associations and confederations shall be formally established in a contract of agreed objectives, which shall be finalised by no later than 30 June 2023. The finalised contract of agreed objectives for Forward 3.0 will supersede the contract of agreed objectives for Forward 2.0.
- d. In order for the contract of agreed objectives to be finalised:
  - The specific objectives shall be approved by the executive committee of each member association or confederation concerned. The approval must be noted in the relevant meeting minutes and shall be provided to the FIFA general secretariat prior to the approval of the Development Committee.

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- ii. The information required in all of the annexes to the relevant contract of agreed objectives shall be submitted by each member association or confederation to the FIFA general secretariat (e.g. the strategic framework of a member association or confederation).
- iii. the specific objectives for member associations or confederations shall be approved by the Development Committee, which may meet as a bureau as often as necessary in order to ensure approvals are given by the fixed deadline.
- iv. the respective contract of agreed objectives shall be signed by each member association or confederation concerned.
- the contract of agreed objectives signed by each member association or confederation concerned shall be countersigned by FIFA.
- e. After the deadline of 30 June 2023, no Forward Programme funds whatsoever will be provided to a member association or confederation without a finalised contract of agreed objectives for Forward 3.0.
- f. The specific objectives approved by the executive committee of each member association or confederation shall be communicated to their respective congress or general assembly at the earliest opportunity to do so. The proof of such communication (such as meeting minutes or any form of official correspondence) shall also be provided by the member association or confederation to the FIFA general secretariat by a mutually agreed date.

#### 2. Member associations

#### a. **Operational/running costs** (as defined in art. 6 par. 3)

i. Proposal

The member associations shall not be required to submit an application or proposal in any year for the first instalment of USD 650,000.

The member associations shall submit, by no later than 30 April of each year, all of the necessary information detailed in article 6 paragraph 3 (c) for the second instalment of up to USD 600,000 in the format required by the FIFA general secretariat.

ii. Approval

Formal approval is not required in any year for the first instalment of USD 650,000.

For the second instalment, the FIFA general secretariat shall examine the information and relevant documents, submitted by the member association by 30 April of each year, to approve the release of up to USD 600,000, provided that the submissions by the member association satisfy the requirements established in article 6 paragraph 3 (b) of these regulations.





The FIFA general secretariat shall take the necessary measures to release the first instalment of USD 650,000 in January of each year to the member associations.

If the FIFA general secretariat deems that the submissions by the member associations satisfy the requirements established in article 6 paragraph 3 (b) of these regulations, it shall take the necessary measures to release the funds of up to USD 600,000 to the member associations in July of each year.

#### iv. Monitoring

The FIFA general secretariat shall oversee the proper use of the funds and the audit and control process in accordance with articles 13, 14 and 15 of these regulations.

#### b. Specific projects (as defined in art. 6 par. 4)

#### i. Proposal

The member associations shall submit a completed application form with all of the required information and supporting documents listed in the application form, which may vary depending on the type of project application. The FIFA general secretariat is entitled to request additional information or documents for any project application at any time.

The project must contribute to the achievement of the specific objective(s) of the member association concerned as established in the finalised contract of agreed objectives for Forward 3.0. In addition, the purpose of the project application, and the corresponding amount of Forward Programme funds being requested, must already be approved by the executive committee of the member association concerned. Such approval must be noted in the relevant meeting minutes and shall be provided to the FIFA general secretariat as part of the supporting documents with each project application. Such approval shall also be communicated to the congress or general assembly of the member association concerned at the earliest opportunity to do so. The proof of such communication (such as meeting minutes or any form of official correspondence) shall also be provided by the member association to the FIFA general secretariat by a mutually agreed date.

Where a member association uses funds allocated for specific projects to improve or build new football infrastructure for its direct benefit or for the benefit of another entity (e.g. regional associations or clubs), the member association shall also provide, as part of the supporting documents, the FIFA general secretariat with the relevant national land registry certificate or extract confirming that the member association or the other entity is the owner of the land or the agreements confirming the donation, transfer or other form of provision to, or use of land by, the member association or





other entity. The transfer or other form of provision or use of land must be made on an exclusive or preferential use basis for a minimum of 20 years from the date of the submission of the completed project application form to the FIFA general secretariat.

#### ii. Approval

For projects requiring Forward Programme specific project funds of less than USD 300,000, the FIFA general secretariat shall examine the information in the completed application form and all supporting documents in order to decide on the approval of such projects.

For projects requiring Forward Programme specific project funds equal to or higher than USD 300,000, the FIFA general secretariat shall examine the information in the completed application form and all supporting documents in order to compile a report for the Development Committee, which will decide on the approval of such projects. The Development Committee may meet as a bureau as often as necessary to ensure that the project applications submitted by the member associations can be assessed and approved.

The Development Committee, or the FIFA general secretariat, where applicable, shall examine the funding request of the member association in order to assess its compliance with the criteria and requirements established in these regulations and shall deliver a decision of approval or rejection within the following time frame after the receipt of the member association's completed application form with all of the supporting documents and required information:

- 60 days for projects requiring Forward Programme funds equal to or more than USD 300,000; and
- 30 days for projects requiring Forward Programme funds less than USD 300,000.

Any decision by the Development Committee or the FIFA general secretariat to reject a project application shall be communicated with the grounds for the decision so that the member association can take the necessary steps to ensure compliance and resubmit its project proposal within a reasonable time frame.

All decisions shall be communicated to the member association concerned by the FIFA general secretariat.

#### iii. Execution

Once a project application has been approved by the Development Committee or the FIFA general secretariat, as the case may be, a statement of approval (hereinafter "SoA") outlining the main obligations of the applicant member association, agreed project milestones and corresponding payments signed by the president and/or the general secretary of the member association shall be returned to FIFA for countersignature within 30 days of the member association receiving the SoA.



Where applicable, the project shall be implemented by the member association with the assistance of any other relevant parties (such as companies, manufacturers, contractors, suppliers and consultants). The FIFA general secretariat shall take the necessary measures to release the required funds directly to the member association in accordance with the financial conditions defined in the SoA.

In the event that the contracts with the parties concerned are signed directly by FIFA (e.g. for a project for an artificial turf pitch):

- FIFA shall sign a declaration with the parties concerned, stipulating that they undertake to indemnify FIFA and to hold FIFA harmless from any complaints, claims, demands for damages and interest or liability related to the implementation of the project;
- 2. FIFA shall pay the instalments directly to the contracting parties in accordance with the terms of the above-mentioned contracts; and
- 3. a tender process shall be conducted for any contract involving a financial obligation for FIFA of USD 300,000 or more.
- iv. Monitoring

The FIFA general secretariat shall oversee the proper use of the funds for the project and the audit and control process in accordance with articles 13, 14 and 15 of these regulations.

The FIFA general secretariat shall encourage the member association concerned to take all of the necessary steps to achieve the objectives established in the contract of agreed objectives. The FIFA general secretariat may, at any time, inspect the progress of the project or the appropriate use of the project outcome on site to ensure that the established objectives have been met and the signed agreements have been complied with.

The member associations shall provide the FIFA general secretariat with reports and any documents as outlined in the signed SoA or any additional documents that the FIFA general secretariat deems necessary.

Where a member association uses funds allocated for specific projects to improve or build new football infrastructure for its direct benefit or for the benefit of another entity (e.g. clubs or regional associations), the member association or the other entity must obtain insurance that permanently covers such infrastructure for 100% of its replacement cost value.

At the end of the Forward 3.0 cycle, the FIFA general secretariat shall evaluate the implementation of the established agreed objectives with the member association concerned and shall present its findings to the Development Committee.





- c. Operational/running costs funding for specific projects (as defined in art. 6 par. 5)
  - i. Proposal

The member associations shall submit a request, as detailed in article 6 paragraph 5, and a completed project application form with all of the required information and supporting documents, as detailed in article 7 paragraph 2 (b) (i), which may vary depending on the type of project for which the funds will be used. The request stipulating the amount of operational/running costs funding required for specific projects must already be approved by the executive committee of the member association concerned. Such approval must be noted in the relevant meeting minutes and shall be provided to the FIFA general secretariat as part of the request. Such approval shall also be communicated to the congress or general assembly of the member association at the earliest opportunity to do so. The proof of such communication (such as meeting minutes or any form of official correspondence) shall also be provided by the member association to the FIFA general secretariat by a mutually agreed date.

#### ii. Approval

The FIFA general secretariat shall examine the request, project application form and all of the supporting documents submitted by the member association to compile a report for the Development Committee, which will decide on the approval of such requests, irrespective of the amount of funding being requested. The Development Committee may meet as a bureau as often as necessary to ensure that the requests submitted by a member association can be assessed and approved.

Any decision by the Development Committee to reject a request or project application shall be communicated with the grounds for the decision so that the member association can take the necessary steps to ensure compliance and resubmit its request within a reasonable time frame.

All decisions shall be communicated to the member association concerned by the FIFA general secretariat.

#### iii. Execution

Once the request and the project application are approved by the Development Committee, the steps outlined in article 7 paragraph 2 (b) (iii) shall apply.

#### iv. Monitoring

The FIFA general secretariat shall oversee the proper use of the funds and the audit and control process in accordance with articles 13, 14 and 15 of these regulations. The requirements in article 7 paragraph 2 (b) (iv) will be applicable in the monitoring of the use of funds for specific projects.



### d. Specific projects funding for operational/running costs (as defined in art. 6 par. 6)

#### i. Proposal

The member associations shall submit a request as detailed in article 6 paragraph 6 of these regulations with supporting documents. The request stipulating the amount of specific projects funding required for operational/ running costs must already be approved by the executive committee of the member association concerned. Such approval must be noted in the relevant meeting minutes and shall be provided to the FIFA general secretariat as part of the request. Such approval shall also be communicated to the congress or general assembly of the member association at the earliest opportunity to do so. The proof of such communication (such as meeting minutes or any form of official correspondence) shall also be provided by the member association to the FIFA general secretariat by a mutually agreed date.

#### ii. Approval

The FIFA general secretariat shall examine the request and all of the supporting documents submitted by the member association to compile a report for the Development Committee, which will decide on the approval of such requests, irrespective of the amount of funding being requested. The Development Committee may meet as a bureau as often as necessary to ensure that the requests submitted by a member association can be assessed and approved.

Any decision by the Development Committee to reject a request shall be communicated with the grounds for the decision so that the member association can take the necessary steps to ensure compliance and resubmit its request within a reasonable time frame.

All decisions shall be communicated to the member association concerned by the FIFA general secretariat.

iii. Execution

Once the request is approved by the Development Committee, the FIFA general secretariat shall take the necessary measures to release the approved funds to the member association.

#### iv. Monitoring

The FIFA general secretariat shall oversee the proper use of the funds and the audit and control process in accordance with articles 13, 14 and 15 of these regulations.

#### e. Travel and equipment (as defined in art. 6 par.7)

#### i. Proposal

The eligible member associations shall not be required to submit an application or proposal in any year for the travel and equipment costs contribution.



#### ii. Approval

Formal approval is not required in any year for the travel and equipment costs contribution.

iii. Execution

The FIFA general secretariat shall take the necessary measures to release the annual contribution of USD 250,000 for travel costs and USD 50,000 for equipment costs to eligible member associations in January of each year.

iv. Monitoring

The FIFA general secretariat shall oversee the proper use of the funds and the audit and control process in accordance with articles 13, 14 and 15 of these regulations.

#### 3. Confederations (as defined in art. 6 par. 8)

a. Proposal

The confederations shall not be required to apply or submit a proposal in any year for the annual contribution of USD 15 million to be released to each confederation.

b. Approval

Formal approval is not required in any year for the annual contribution of USD 15 million.

c. Execution

The FIFA general secretariat shall take the necessary measures to release the annual contribution of USD 15 million to each confederation in equal biannual instalments of USD 7.5 million in January and July.

d. Monitoring

The FIFA general secretariat shall oversee the proper use of the funds and the audit and control process in accordance with articles 13, 14 and 15 of these regulations.

#### 4. Zonal/regional associations (as defined in art. 6 par.9)

The procedure for zonal/regional associations, their obligations and any other aspects relating to the granting of funds as per these regulations shall be defined, in accordance with the requirements of these regulations, by the Development Committee following consultation with the confederation concerned.





### OBLIGATIONS OF THE MEMBER ASSOCIATIONS AND THE CONFEDERATIONS

### 1. Any member association or confederation that receives Forward Programme funds shall:

- a. Fully comply with all the provisions of the Forward 3.0 regulations, including the corresponding finalised contract of agreed objectives, as well as any signed SoA, where required, the FIFA Statutes and any other regulations, circulars or directives issued by FIFA. In particular, the member association and confederation, as well as all persons associated with them, shall fully comply with the rules of conduct in the FIFA Code of Ethics.
- b. Fully collaborate at all times with the FIFA general secretariat in relation to the use or intended use of the Forward Programme funds and the implementation of the established agreed objectives, including, but not limited to, by providing the FIFA general secretariat with all of the necessary information and supporting documentary evidence related to the use or intended use of the Forward Programme funds.
- c. Employ a general secretary and appoint a competent and dedicated person in the administration to be responsible for monitoring the implementation of the established agreed objectives and the use of Forward Programme funds. The member association and confederation shall also employ a technical (development) director.
- d. Respect the schedule and the corresponding requirements, where applicable, established by FIFA as per article 7 of these regulations.
- e. Open a separate bank account in its own name (i.e. the name of the member association or confederation) with a bank in the country in which it has its registered headquarters especially for the Forward Programme funds and for its direct benefit. The bank account (hereinafter the "dedicated Forward bank account") may be the same as for Forward 1.0 and Forward 2.0. Any transfer of the Forward Programme funds shall be made by the FIFA general secretariat to the dedicated Forward bank account of the beneficiary member association or confederation.



- f. Make all payments related to the Forward Programme directly from the dedicated Forward bank account. The dedicated Forward bank account may under no circumstances have a negative balance (overdraft) or be pledged. The FIFA general secretariat reserves the right to demand a statement of the dedicated Forward bank account at any time.
- g. Avoid using cash in transactions using Forward Programme funds.
- h. Use the Forward Programme funds exclusively for the purposes allocated, except in cases where the Development Committee has approved the request of a member association to use operational/running costs funding for specific projects and/or specific projects funding for operational/running costs.
- i. Retain all supporting documents for all expenditures and payments made with Forward Programme funds.
- j. Obtain cost estimates from at least three relevant third parties (e.g. companies, contractors, manufacturers, suppliers or consultants) or produce proof of a competitive procurement process, where the cost of required services or products is USD 50,000 or more and will be fully or partially funded using Forward Programme funds.
- k. Conduct a tender process where the cost of required services or products is USD 300,000 or more and will be fully or partially funded using Forward Programme funds.
- I. Endeavour to involve local partners (e.g. sponsors and public authorities,) in the implementation of the established agreed objectives in order to raise, if necessary, the remaining funds required.
- m. Refrain from pledging assets developed using Forward Programme funds to secure loans from financial institutions or any other entity/person or using Forward Programme funds to make payments for any loans provided by financial institutions or any other entity/person. This obligation does not apply to any loans provided by or secured through FIFA.
- n. Refrain from investing Forward Programme funds in financial instruments (e.g. shares, stocks, bonds, fixed deposits and crypto currencies).
- o. Refrain from using Forward Programme funds for luxury or excessive expenditures which may be perceived as disproportionate to the derived benefit and are not reasonable for football development (e.g. first class air travel for officials, purchase/rental of luxury vehicles and excessive allowances for officials and players).
- p. Immediately inform the FIFA general secretariat in the event of any difficulty and/or changes concerning the implementation of the established agreed objectives (including in relation to member association projects) and the use of Forward Programme funds. Based on the guidance from the FIFA



general secretariat, the member association or confederation shall request the approval of the Development Committee or the FIFA general secretariat, as the case may be, to address any major difficulties or implement changes.

- q. Where applicable, obtain the authorisation of the competent government authorities to import any products and materials purchased using the allocated funds and facilitate the administrative steps involved.
- r. Promote the use of the allocated funds, including the projects of the member association, in the country or geographical zone concerned, based on guidelines provided by the FIFA general secretariat.
- s. Avoid any situation giving rise to a conflict of interests and respect FIFA's zerotolerance policy towards any attempt at or act of corruption whatsoever, in any territorial jurisdiction, including attempts or acts that are authorised or tolerated by the law in the relevant jurisdiction or cannot be prosecuted in the country concerned. In the event that a football official has obtained or attempted to obtain gratification through a favourable decision taken, or information, a vote or any other type of benefit received for themselves or for any other persons, the member association or confederation concerned shall immediately inform FIFA of this.
- t. Respect all applicable laws, including those relating to the confidentiality and protection of data, and privacy.
- u. Respect international and national gender equality and child protection law, in particular legal provisions that prohibit child labour and forced labour, and all forms of violence, abuse, harassment, neglect and exploitation. The member association or confederation shall embed safeguarding in all aspects of its operations to safeguard children and vulnerable adults from any form of harassment and abuse and to promote their well-being within football.
- v. Develop and implement adequate policies and action plans to integrate human rights and the principles of anti-discrimination, diversity, accessibility and inclusivity, across its activities.
- w. Evaluate and reduce the environmental impact of its activities and use the resources in a responsible manner in order to achieve growth that is sustainable and respects the environment, biodiversity and the climate.
- x. Establish appropriate procedures, particularly regarding tender processes in order to evaluate and select the suppliers and subcontractors on the basis of their commitment in terms of their social and environmental responsibilities.
- y. Ensure that funds requested, where applicable, through the Forward Programme have not and will not be requested as part of any other request for funding from FIFA, a confederation, a member association, a regional association or any other authority or entity.
- z. Take measures to implement a corporate email system and a functioning official website which is regularly updated.





### <u>2.</u> Regarding article 8 paragraph 1 of these regulations, the FIFA general secretariat may:

- a. Request the approval of the Development Committee to grant an exception to any of these obligations where such exception can be justified, it does not violate any legal regulation or moral and ethical principle, and it serves the interests of football development. The bureau of the Development Committee may also grant exceptions to obligations (under the same conditions as the Development Committee) in relation to funding requests from member associations that can be approved by the bureau.
- b. Decide to grant exceptions (in accordance with the conditions established in article 8 paragraph 2 (a) of these regulations) to obligations in relation to funding requests from member associations that can be approved by the FIFA general secretariat.





### PAYMENTS



- 1. Payments shall be made in accordance with the conditions established in these regulations. Exceptions for payments not provided for in the current regulations may be made only where the exception can be justified, following a prior decision of the Development Committee and the Finance Committee.
- 2. If a member association does not use the entirety of the Forward 3.0 funds it has already received in the dedicated Forward bank account for operational/running costs and/or travel and equipment costs during the period for which they were granted, the remaining balance of funds shall be kept in the dedicated Forward bank account until they are completely used up. The FIFA general secretariat is entitled to set a deadline for the member associations to completely use the unused funds. After such deadline, any unused funds shall be returned to FIFA or deducted from any future Forward Programme payments due to the member association.
- 3. Forward 3.0 funds from the entitlement of member associations for specific projects, the use of which has been approved by the FIFA general secretariat or the Development Committee, as the case may be, and therefore committed towards a specific project of the member association, shall be used in accordance with the provisions of the respective SoA for the relevant specific project, irrespective of whether these funds have been transferred to the member association. If any part of the funds committed towards a specific project is no longer required for the implementation of the project and therefore remains unused, such funds shall be reapproved for use by the FIFA general secretariat or the Development Committee, as the case may be, irrespective of whether the funds have been transferred to the member association. The unused funds will be accrued until 31 December 2028.



- 4. Forward 3.0 funds from the entitlement of the member associations for specific projects, the use of which has not yet been approved by the FIFA general secretariat or the Development Committee, as the case may be, and therefore not committed towards a specific project of the member association, shall be accrued until 31 December 2028.
- 5. If a confederation does not use the entirety of the Forward 3.0 funds it has already received in its dedicated Forward bank account, the remaining balance of funds shall be kept in the dedicated Forward bank account until they are completely used up. The FIFA general secretariat is entitled to set a deadline for the confederation to completely use the unused funds. After such deadline, the funds shall be returned to FIFA or deducted from any future Forward Programme payments due to the confederation.
- 6. If a confederation does not release the entirety of the Forward 3.0 funds it has already received in its dedicated Forward bank account for zonal/ regional associations as a result of them not organising the required competitions, the remaining balance of funds shall be kept in the dedicated Forward bank account of the confederation until the FIFA general secretariat requires the unused funds to be returned to FIFA. The FIFA general secretariat may also deduct the relevant amount from any future payments to the confederation.





### ALIGNMENT OF FUNDING

Under these regulations, FIFA is entitled to deduct the amount owed to FIFA by a member association or confederation from any amount allocated to the member association or confederation under the Forward Programme for any reason. Any such deduction shall be approved and executed by the FIFA general secretariat. The FIFA general secretariat shall inform the member association or confederation about the amount and the corresponding reason for the deduction after it has been executed.





### TAXES AND DUTIES

The member associations and confederations are responsible for the timely payment of any taxes, duties and other lawful charges that are due in connection with the use of Forward Programme funds. The FIFA general secretariat is entitled to request additional information on the pertinent taxes and duties that apply and the corresponding payments made.





### FEES AND EXPENSES

The member associations and confederations shall be liable for any fees and expenses, including legal, administrative, banking and exchange costs, incurred when accessing and using Forward Programme funds. The FIFA general secretariat is entitled to request additional information on the pertinent fees and expenses that apply and the corresponding payments made.





### FIFA CENTRAL AUDIT REVIEW

- 1. For each financial year, the FIFA general secretariat shall conduct a FIFA central audit review of all of the member associations and confederations that have received Forward Programme funds and funds from any other FIFA programme/initiative in the dedicated Forward bank account in the previous year.
- 2. The central review auditor shall conduct audit-related services on the Forward Programme funds and funds from any other FIFA programme/ initiative released by FIFA to the dedicated Forward bank account, in line with annual instructions provided by the FIFA general secretariat, between 1 April and 31 August for the funds received in the previous year. The auditor shall submit a report detailing its audit conclusions for each member association and confederation to the FIFA general secretariat.
- 3. As part of the FIFA central audit review, the member associations and confederations shall provide the following documents for the year under review to the FIFA general secretariat within the deadline established and formally communicated by the FIFA general secretariat on an annual basis:
  - report on the use of Forward Programme funds and funds from any other FIFA programme/initiative released by FIFA to the dedicated Forward bank account (using the template reporting forms provided by the FIFA general secretariat);
  - confirmation of the dedicated Forward bank account number, account name, beneficial owner(s) and designated signatories, issued by the bank;
  - c. statements of the dedicated Forward bank account, issued by the bank; and
  - d. accounting records (general ledger) for the funds from the Forward Programme and funds from any other FIFA programme/initiative released by FIFA to the dedicated Forward bank account.



- 4. Failure to submit the above documents within the established deadline each year will result in a restricted release of funds as per article 15 of these regulations. Furthermore, appropriate additional measures might also be taken by the Governance, Audit and Compliance Committee or by any other relevant body.
- 5. The FIFA general secretariat may at any time request reports, further information and/or audits regarding the use of the allocated funds as part of the Forward Programme. The member association or confederation is under the obligation to provide them and to allow access to all relevant documents. Furthermore, the Governance, Audit and Compliance Committee or any other relevant body may also take appropriate additional measures. Refusal to cooperate in this respect will result in the immediate suspension of all funding.
- 6. The FIFA general secretariat may at any time appoint a consultant for the member association or confederation, who shall be granted access to all accounts and other documents that the FIFA general secretariat deems necessary in relation to funds provided under these regulations.
- <u>7</u>. Where a member association or confederation transfers any funds from the dedicated Forward bank account to any other bank account(s), FIFA shall be entitled to include such subsequent bank account(s) in the scope of its audit review process, and the relevant member association or confederation shall be under the obligation to allow the FIFA general secretariat access to all relevant documents and/or any further information or reports that are required at any time.
- 8. FIFA will cover the costs related to the FIFA central audit review.



## STATUTORY AUDIT REPORT

#### <u>1.</u> Each member association or confederation shall:

- a. Engage the services of a statutory auditor that has the relevant qualifications in accordance with local legislation for conducting audit-related services on all accounts and finances of the member association or confederation, including funds received from FIFA.
- b. Pay any fees arising from the statutory audit. If the member association does not have the means to cover these fees, the Forward 3.0 funds that it has been granted – taken from the budget allocated for operational/running costs – shall be used to cover the cost of the audit.
- c. Provide the below-listed information and/or documents within six months at the latest after the closing of its financial year to the FIFA general secretariat every year:
  - Signed minutes of the congress or general assembly meeting at which the statutory auditor was appointed. Where the minutes have not yet been finalised, the member association or confederation shall provide written confirmation to the FIFA general secretariat of the date of the congress or general assembly meeting at which the statutory auditor was appointed and the date by which the signed minutes of the congress or general assembly meeting will be provided to the FIFA general secretariat.



- ii. Signed minutes of the congress or general assembly meeting at which the statutory auditor presented the respective audit reports and at which these reports were approved by the congress or general assembly. Where the minutes have not yet been finalised, the member association or confederation shall provide written confirmation to the FIFA general secretariat of the date of the congress or general assembly meeting at which the statutory auditor presented the respective audit reports and at which these reports were approved, and of the date by which the signed minutes of the congress or general assembly meeting will be provided to the FIFA general secretariat. Where the congress or general assembly meeting has not yet taken place, the member association or confederation shall provide written confirmation to the FIFA general secretariat of the date on which such congress or general assembly meeting is scheduled to take place and the date by which the signed minutes of the congress or general assembly meeting will be provided to the FIFA general secretariat.
- iii. Latest annual financial statements of the year under review and the corresponding audit report compiled by the statutory auditor.
- Specific information extracted from the audit report compiled by the statutory auditor (using the template reporting forms provided by the FIFA general secretariat).
- v. Link to access the relevant section on the official website of the member association or confederation where the latest annual financial statements of the year under review and the corresponding audit report compiled by the statutory auditor, as well as the activity report have been published by the member association or confederation.
- d. Failure to submit the above information and/or documents by the established deadline each year or mutually agreed deadline (between the FIFA general secretariat and the member association or confederation) in cases of pending congress or general assembly meeting minutes will result in a restricted release of funds, as per article 15 of these regulations. Furthermore, the Governance, Audit and Compliance Committee or any other relevant body may take appropriate additional measures.





### MISUSE OF FUNDS AND THE FIGHT AGAINST FRAUD

- 1. If, on the basis of the documents prescribed by article 13 paragraph 3 of these regulations, the report of the FIFA central audit review, in accordance with article 13 paragraph 2 of these regulations, the report of the statutory auditor, in accordance with article 14 of these regulations, or any other information FIFA may have received or become aware of, the FIFA general secretariat deems that (i) the Forward Programme funds have not been used in all areas according to the approved purpose, (ii) the transactions involving Forward Programme funds have not been correctly categorised or documented, and/or (iii) there are indications of other forms of noncompliance with these regulations, the FIFA Statutes or other applicable regulations as well as the law in the relevant jurisdiction, it shall inform the Governance, Audit and Compliance Committee accordingly.
- 2. In such circumstances, the Governance, Audit and Compliance Committee shall take the appropriate measures to protect the funds allocated by FIFA under the Forward Programme and, if deemed feasible, enforce compliance with the regulations. In particular, the Governance, Audit and Compliance Committee may:
  - a. Restrict the release of payments to the member association or confederation.
  - b. Order the suspension of all new payments and transfers to the member association or confederation concerned until further notice.
  - c. Order the FIFA general secretariat or a third party mandated by the FIFA general secretariat to inspect and audit the member association or confederation concerned at any time. The member association or confederation shall provide full access to accounts, any contracts and any other significant documents, such as meeting minutes. Any such audits shall be conducted at FIFA's expense. For the avoidance of doubt, the audit rights of FIFA shall be applicable retrospectively from 1 January 2016.



- d. Appoint a financial consultant tasked to develop an action plan for the member association or confederation in collaboration with a local professional services firm, including, among others, in relation to the implementation of relevant preventive measures (processes, policies and controls). The cost of any such financial consultant appointment shall be deducted from the Forward Programme funds entitlement of the member association or confederation.
- e. Order the member association or confederation concerned to repay the received amounts to FIFA.
- f. Take any other appropriate measures.
- The restricted release of funds will be in force until the Governance, Audit and Compliance Committee issues the decision to return the member association or confederation to the normal funding status and to no longer restrict the release of payments. During the restricted release of payments, the beneficiary shall follow and implement the remedial action plan drafted by the FIFA general secretariat and provided to the beneficiary.
- 4. Furthermore, in the event of any suspicion of misuse of funds, fraud or any other violation of these regulations, the FIFA Statutes, the FIFA Code of Ethics or other applicable regulations, the FIFA general secretariat may transfer the case to the competent judicial body of FIFA, which will assess the relevance of the application of other possible measures. In application of the FIFA Disciplinary Code and/or the FIFA Code of Ethics, the competent judicial body of FIFA, which will assess the relevance of the responsible individuals at the member association or confederation.
- 5. Where a suspicion or evidence of the misuse of funds, fraud or any other violation of these regulations, the FIFA Statutes or other applicable regulations by one or more individuals (for personal benefit or to an extent that creates unnecessary risk to the financial situation of the beneficiary, to the reputation of the beneficiary, and/or to FIFA) is reported with a reasonable degree of credibility, the FIFA general secretariat shall immediately, upon receiving such report, temporarily suspend the release of Forward Programme funds and inform the competent judicial body of FIFA and the Governance, Audit and Compliance Committee accordingly and await further instructions. If either of these bodies requests a forensic audit, the audit should be commissioned within a maximum of 45 days and concluded within another 90 days after the commission. The Governance, Audit and Compliance Committee shall take a decision within two months after receiving the results of the forensic audit.



3.



- 6. Where funds are restricted pursuant to article 15 paragraph 3 of these regulations or where the restricted release of funds persists for more than one year, the Governance, Audit and Compliance Committee may decide to recommend that:
  - a. a forensic audit be conducted and its results be reported by an independent auditor appointed by the FIFA general secretariat, the cost of which shall either be borne by the member association or confederation from sources other than the Forward Programme or deducted from the member association's or confederation's Forward Programme funds entitlement;
  - b. the approval of projects and funds be restricted (e.g. by excluding certain categories of activities or limiting the amount to be released on a monthly, quarterly or annual basis);
  - c. a specific amount be deducted (e.g. an amount that was not protected by the member association or confederation and led to loss of development funds) from the member association's or confederation's Forward Programme funds entitlement, and/or the FIFA general secretariat seek repayment of such amount by any legal means;
  - d. the release of financial contributions to a member association or confederation be fully suspended;
  - e. a financial consultant be appointed to be on-site for a specific period, the cost of which shall either be borne by the member association or confederation from sources other than the Forward Programme or deducted from the member association's or confederation's Forward Programme funds entitlement;
  - f. any other appropriate measures be taken.





## ORGANISATION

#### Development Committee

In accordance with article 41 of the FIFA Statutes and the relevant provisions of the FIFA Governance Regulations, the Development Committee shall oversee the Forward Programme and fulfil its rights and duties as established in these regulations.

#### FIFA general secretariat

The FIFA general secretariat acts as the secretariat of the Development Committee. It shall fulfil its rights and duties as established in these regulations and shall implement the decisions taken by the Development Committee.

The FIFA general secretariat shall publish on FIFA.com a report on all of the development activities carried out by each member association, confederation and zonal/regional association.

The FIFA general secretariat shall also coordinate with the confederations in order to ensure greater effectiveness of development programmes.

#### Statutory auditor

The statutory auditor is the external independent auditor that has the relevant qualifications in accordance with local legislation, appointed by the general assembly of the member association or confederation to conduct an audit, in accordance with the relevant accounting principles, of the accounts that have been approved by the executive committee of the member association or confederation, and to subsequently submit a report to its general assembly for its approval.

The statutory audit comprises the review of the accounts of a member association or confederation by an external independent auditor that has the relevant qualifications in accordance with local legislation as is described in the statutes of the member association or confederation concerned.





#### FIFA central review auditor

The FIFA central review auditor, i.e. FIFA's statutory auditor or another reputable auditing firm that has been engaged by the FIFA general secretariat to provide auditing services, shall inspect the member associations and confederations with regard to their involvement in the programme as established in article 13 of these regulations. The inspection may comprise the application of agreed procedures or another inspection service implemented in accordance with international auditing, inspection and ethical standards and Swiss auditing standards.





## MATTERS NOT PROVIDED FOR

The FIFA Council may take the necessary decisions on any matters that are not provided for in these regulations.





## JURISDICTION



These regulations shall be governed by Swiss law.









All annexes form an integral part of these regulations.





### AUTHORITATIVE VERSION



These regulations were drawn up in English and translated into French and Spanish. In the event of any discrepancy in the wording of the different languages, the English text shall be authoritative.





# TRANSITIONAL PROVISIONS

- 1. These regulations cancel and replace the FIFA Forward Development Programme Regulations for the Forward 2.0 cycle. Any Forward Programme funds that have already been approved (where approval was required) and/or released for use prior to these regulations coming into force shall be governed by the relevant FIFA Forward Development Programme Regulations which were in force when that funding was approved and/ or released, with the exception of articles 13, 14 and 15, which apply immediately as from when these regulations come into force.
- 2. If a member association does not use the entirety of the Forward 1.0 and Forward 2.0 funds it has already received in the dedicated Forward bank account for operational/running costs and/or travel and equipment (in accordance with the relevant provisions of the Forward 1.0 and Forward 2.0 regulations), during the period for which they were granted, the remaining balance of funds shall be kept in the dedicated Forward bank account until they are completely used up. The FIFA general secretariat is entitled to set a deadline for the member associations to completely use the unused funds. After such deadline, the funds shall be returned to FIFA or deducted from any future Forward Programme payments due to the member association.
- 3. Forward 1.0 and Forward 2.0 funds from the entitlement of member associations for specific projects, the use of which has been approved by the FIFA general secretariat or Development Committee, as the case may be, and therefore committed towards a specific project of the member association, shall be used in accordance with the provisions of the SoA for that specific project, irrespective of whether these funds have been transferred to the member association. If any part of the funds committed towards a specific project are no longer required for the implementation of that project and therefore remain unused, such funds shall be reapproved for use by the FIFA general secretariat or the Development Committee, as the case may



be, irrespective of whether the funds have been transferred to the member association. The unused funds will be accrued until 31 December 2024 and governed in their entirety by these Forward 3.0 regulations.

- 4. Forward 1.0 and Forward 2.0 funds from the entitlement of member associations for specific projects, the use of which has not yet been approved by the FIFA general secretariat or the Development Committee, as the case may be, and therefore not committed towards a specific project of the member association, will be accrued until 31 December 2024 and governed in their entirety by these Forward 3.0 regulations.
- 5. If a confederation does not use the entirety of the Forward 1.0 and Forward 2.0 funds it has already received in its dedicated Forward bank account (in accordance with the relevant provisions of the Forward 1.0 and Forward 2.0 regulations), the remaining balance of funds shall be kept in the dedicated Forward bank account until they are completely used up. The FIFA general secretariat is entitled to set a deadline for the confederations to completely use the unused funds. After such deadline, the funds shall be returned to FIFA or deducted from any future Forward Programme payments due to the confederation.
- 6. If a confederation does not release the entirety of the Forward 1.0 and Forward 2.0 funds it has already received in its dedicated Forward bank account for zonal/regional associations as a result of them not organising the required competitions (in accordance with the relevant provisions of the Forward 1.0 and Forward 2.0 regulations), the remaining balance of funds shall be kept in the dedicated Forward bank account of the confederation until the FIFA general secretariat requires the unused funds to be returned to FIFA. The FIFA general secretariat may also deduct the relevant amount from any future payments to the confederation.
- 7. The member associations and confederations shall conclude a contract of agreed objectives for Forward 3.0 by no later than 30 June 2023. In the absence of a finalised contract of agreed objectives for Forward 3.0, a transitional period between the entry into force of these regulations and the above deadline shall allow for:
  - a. the release of the first instalment of USD 650,000 for operational/running costs in January 2023 to each member association, in accordance with the provisions of article 6 paragraph 3 (a) of these regulations;
  - b. the release of the annual contribution of USD 250,000 for travel costs and USD 50,000 for equipment costs in January 2023 to each eligible member association, in accordance with the provisions of article 6 paragraph 7 of these regulations;
  - c. the release of the first instalment of USD 7.5 million in January 2023 to each confederation in accordance with the provisions of article 6 paragraph 8 of these regulations;



- d. the release of the annual contribution of USD 1.25 million in January 2023 to the relevant confederations for each zonal/regional association, in accordance with the provision of article 6 paragraph 9 of these regulations;
- e. the assessment and approval by the FIFA general secretariat or the Development Committee, as the case may be, of the project applications from member associations which require funds from their Forward 1.0 and Forward 2.0 specific project entitlements and contribute to the achievement of the specific objectives established in their contract of agreed objectives under Forward 2.0.
- Exclusively in July 2023, the full amount of USD 600,000 shall be paid to the member associations without them having to demonstrate the fulfilment of the conditions under article 6 paragraph 3 (b) for obtaining the second instalment of the operational/running costs, considering the disruptive impact of the COVID-19 pandemic on the activities and functioning of the member associations in previous years.



8.



### FOOTBALL DEVELOPMENT FUND



The establishment of a specific Football Development Fund shall ensure that the total amount of funding earmarked by FIFA under the Forward Programme for football development remains available for this purpose. The following funds will be automatically transferred to the Football Development Fund to support the beneficiaries of Forward 3.0 indefinitely and exclusively:

- 1. Forward 1.0 and Forward 2.0 funds budgeted for specific projects of member associations, the use of which has not been approved by the FIFA general secretariat or the Development Committee, as the case may be, and therefore not committed towards a specific project of the member association by 31 December 2024;
- 2. Forward 2.0 funds budgeted for the benefit of other football associations, which are not FIFA members and are organising competitions and/or football projects, and that have not been approved by the Development Committee by 31 December 2022;
- 3. Forward 2.0 funds budgeted for travel and equipment costs which have not been assigned to a member association due to unfulfilled conditions by the FIFA general secretariat by 31 December 2022.

The Development Committee shall approve the purpose and corresponding procedure for the use of funds transferred to the Forward Football Development Fund based on the recommendation of the FIFA general secretariat.





### ADOPTION AND PERIOD OF VALIDITY

These regulations were approved by the FIFA Council at its meeting in Doha, Qatar, on 16 December 2022.

They come into force on 1 January 2023 and apply to the financial period ending on 31 December 2026.

For FIFA

President: Gianni Infantino

Secretary General: Fatma Samoura



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## ANNEXE A

Beneficiary	Type of financial support	Finalised contract of agreed objectives	Proposal	
	Operational/running costs – first instalment	-	Not required	
	Operational/running costs – second instalment		Demonstrate fulfilment of conditions	
Member associations	Specific projects		Submission of completed project application form with supporting documents and required information	
	Operational/running costs funding for specific projects	Required	Submission of request and completed project application form with supporting documents and required information	
	Specific projects funding for operational/running costs		Submission of request with supporting documents and required information	
	Travel and equipment		Not required	
Confederations	rations Develop, promote and organise football in general		Not required	
Zonal/regional associations	The procedure for zonal/regional associations, their obligations and an accordance with the requirements of these regulations, by the			





#### **PROCEDURE FOR FINANCIAL SUPPORT UNDER FORWARD 3.0 (CF. ART. 7)**

Approval	Execution	Monitoring		
Not required	The FIFA general secretariat shall release USD 650,000 in January every year.	_		
FIFA general secretariat approval	If the FIFA general secretariat deems that the submissions by member associations satisfy the requirements, it shall release up to USD 600,000 in July every year.	ions ase ar. The FIFA general secretariat shall oversee the proper use of the funds and the audit and control process,		
Requested funds less than USD 300,000: FIFA general secretariat approval	Upon approval, the SoA shall be signed			
Requested funds equal to or more than USD 300,000: Development Committee approval	and its provisions shall be implemented.			
Development Committee approval	Upon approval, the SoA shall be signed and its provisions shall be implemented.	For specific projects, member associations shall provide the FIFA general secretariat with		
Development Committee approval	Upon approval, the FIFA general secretariat shall release the requested funds.	reports/documents, as outlined in the signed SoA, or any additional documents required by the FIFA general		
Not required	quired The FIFA general secretariat shall release USD 250,000 for travel costs and USD 50,000 for equipment costs in January every year to eligible member associations.			
Not required	Not required The FIFA general secretariat shall release the annual contribution of USD 15 million to each confederation in equal biannual payments of USD 7.5 million in January and July.			

rother aspects relating to the granting of funds under these regulations shall be defined, in Development Committee following consultation with the confederation concerned. Annexe A





# FFA

## Data Protection Regulations

October 2019 edition

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NB: References to natural persons include both genders. For the sake of simplicity, only the masculine form has been used. All references in the singular are also applicable in the plural and vice-versa.

## **1** Preamble

FIFA is committed to respecting the individual rights of every person with whom it interacts, and therefore the protection of Personal Data is of great importance. These Regulations define Data Processing principles, data transfers within and between FIFA, its Member Associations and any Entities to which these Regulations are applicable, the standard for protecting Special Categories of Personal Data, and the rights of all Data Subjects. FIFA's operations include the Processing of various types of Personal Data. With these Regulations, FIFA pursues the following objectives:

- Establishment of a standard to be applied when Processing Personal Data
- Providing preventive safeguards against the infringement of personality and privacy rights through the inappropriate Processing of Personal Data

These Regulations apply in addition to the Applicable Data Protection Laws. Compliance with the latter must be achieved, especially where the Applicable Data Protection Laws are stricter than the principles set out in these Regulations.

## **2** Definitions

The following definitions (initial capitals) shall apply within these Regulations:

#### **Applicable Data Protection Laws**

The Swiss Federal Act on Data Protection (FADP), and, where applicable to a specific Processing of Personal Data, any other applicable data protection laws, each as amended from time to time.

#### Consent

Any freely given, specific, informed and unambiguous indication of the Data Subjects' wishes by which they, by a statement or by a clear affirmation, signify agreement to the Processing of Personal Data relating to them.





#### **Data Security Incident**

Any event of loss of confidentiality, integrity and availability with the potential of constituting a risk for FIFA, any other Entity or any Data Subject.

#### **Data Subject**

An identified or identifiable natural person about whom data is processed. An identifiable natural person is one who can be identified or singled out, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

#### Disclosure / to disclose

The transmission of Personal Data or provision of access to Personal Data, e.g. by making it available for inspection, transferring it or publishing it.

#### **Entity Unit**

"Entity" means FIFA, any Member Association, or any of the latter's members. "Unit" means any single hierarchical element of an Entity's internal organisation.

#### FADP

The Swiss Federal Act on Data Protection of 19 June 1992 (index no. 235.1), as amended from time to time.

#### **FDPIC**

The Federal Data Protection and Information Commissioner.

#### **FIFA**

Fédération Internationale de Football Association. For the purposes of these Regulations, the term "FIFA" includes any FIFA Subsidiary Company.

#### **FIFA Subsidiary Company**

Any legal person that belongs to FIFA or is under FIFA's control, whether wholly or partially (with FIFA holding a majority).

#### **Member Association**

Any national football association that has been admitted into membership of FIFA by the FIFA Congress.





#### **Personal Data**

Any information relating to a Data Subject.

#### Process / Processing / to process

Any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, Disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

#### **Process Owner**

Any person who is responsible for a Process in accordance with the hierarchical organisation of FIFA, the Member Associations or their members. If the Process Owner has not been and cannot be determined, the person responsible for the Entity Unit utilising the Process for its purpose or for facilitating its activities is considered to be the Process Owner.

#### Profiling

Any form of automated Processing of Personal Data consisting of the use of Personal Data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict aspects concerning that natural person's performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movement.

#### **Regulations**

These FIFA Data Protection Regulations.

#### **Special Categories of Personal Data**

Any Personal Data revealing ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the Processing of genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health, or data concerning a natural person's sex life or sexual orientation.

#### **Third Party**

Any natural or legal person, public body, agency or body other than an Entity or Data Subject, and persons who, under the direct authority of an Entity, are authorised to process Personal Data.





## 3 <sub>Scope</sub>

These Regulations apply to all activities of FIFA, without limitation.

These Regulations also apply to all Member Associations and all of their members. In this context, Member Associations are responsible for ensuring that they comply with these Regulations as well as for ensuring that their members comply with these Regulations. However, for Member Associations and their members, these Regulations are only applicable insofar as:

- they process Personal Data for, on behalf of, or with FIFA;
- they exchange or transfer Personal Data with FIFA, or with other Member Associations or their members, or with third parties on behalf of FIFA;
- they use infrastructure provided by FIFA to its Member Associations and their members for the purpose of Processing Personal Data.

These Regulations do not apply to Member Associations and their members in relation to any Personal Data that they cumulatively process:

- using their own infrastructure;
- for their own purposes; and
- in their own right.





#### **1. Principles**

FIFA processes Personal Data in compliance with the following principles. Personal Data must be:

• processed lawfully, fairly and in a transparent manner in relation to the Data Subject;

**Example:** The Processing of Personal Data can be considered lawful, fair and transparent when the name, surname, gender, date of birth and postal address are used to identify and send an event ticket to its purchaser, provided that the purchaser has been made aware of which Personal Data is being used and for what purpose.

 collected for specific, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes. Further Processing for archiving purposes in the public interest, for scientific or historical research purposes, or for statistical purposes is considered to be compatible with the initial purposes;

**Example:** If data for the purchase of an event ticket was collected for the sole purpose of issuing said ticket and the purchaser has not been made aware of the further usage of their Personal Data, that Personal Data may not be used for other purposes, i.e. resale to an official sponsor for marketing purposes.

• adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;

**Example:** Any Personal Data that is processed has to serve the purpose for which it has been collected. No additional Personal Data other than the data necessary to fulfil the intended purpose may be collected and further processed.

• accurate and, where necessary, kept up to date. Every reasonable step must be taken to ensure that any Personal Data that is inaccurate, considering the purposes for which it is processed, is erased or rectified without delay;

**Example:** All Personal Data has to be accurate. Data Subjects can request the correction of inaccurate Personal Data. Where possible and appropriate, the



 kept in a form that permits the identification of Data Subjects for no longer than is necessary for the purposes for which the Personal Data is processed. Personal Data may be stored for longer periods insofar as the Personal Data will be processed solely for archiving purposes in the public interest, for scientific or historical research purposes, or for statistical purposes, subject to the implementation of the appropriate technical and organisational measures required by the Applicable Data Protection Laws in order to safeguard the rights and freedoms of the Data Subject;

**Example:** The Process Owner is responsible for determining, together with other Entity Units if applicable, the maximum storage duration of Personal Data, and for documenting this decision.

 processed in a manner that ensures the appropriate security of the Personal Data, including protection against unauthorised or unlawful Processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

**Example:** Appropriate organisational measures may include setting up internal Processes to comply with the Applicable Data Protection Laws, such as contractually binding volunteers, employees and contractors to the lawful Processing of data, issuing internal regulations, and carrying out awareness-raising and training exercises.

 Personal Data is only accessible to people who need it for their activity ("need-to-know" principle);

**Example:** Restrict access to HR data to the personnel handling data for human resources (HR Unit).

• Every Entity shall ensure that all infrastructure used for the Processing of Personal Data is adequately protected with state-of-the-art and commercially reasonable technical and organisational measures, taking into consideration the risks that Data Subjects would encounter as a result of any non-compliant Processing of Personal Data.

#### 2. Special Categories of Personal Data

Special Categories of Personal Data, e.g. data revealing ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, data concerning health, or data concerning a natural person's sex life or sexual orientation, shall be afforded special protection



All persons Processing Special Categories of Personal Data must be expressly advised of the importance of treating these Special Categories of Personal Data as strictly confidential.

Special Categories of Personal Data may only be transferred to Third Parties if there are legal reasons for doing so or with the express Consent of the Data Subject.

## **5** Data Subject's rights

The Data Subject has the following rights under the Applicable Data Protection Laws:

• the right to be informed about the collection and use of Personal Data;

**Example:** Before any Personal Data is collected, the Data Subject must be informed about which Personal Data is being collected and for what purpose. The information needs to be easily or publically available, easy to access, and written in clear and simple language.

 the right to access the Personal Data held about him. An access request must be fulfilled within 30 days. Data Subjects requesting access to their data must be able to identify themselves. The means of identification must be proportionate to the Personal Data to which the Data Subject is requesting access. Where feasible, technically appropriate and commercially reasonable, all Data Subjects should be able to access their data through a web interface that provides sufficient means of security and authentication;

Data Subjects have the right to ask which Personal Data the Entity in question is Processing and for what purposes. In order to be sure that the person placing the request really is the Data Subject he is claiming to be, means of authentication must be in place. Higher authentication measures are mandatory for access to sensitive data. Such measures may include a copy of an official identification document (government-issued ID, passport, driver's licence). In such a case, the transfer of such proof of identification also requires adequate protection. For access to low-sensitivity data from within a web application, the login credentials of the Data Subject are sufficient. In this case, it is recommended that the Data Subjects be granted access to their Personal



Data from within a web application (e.g. a forum, a web shop with client credentials, etc.) can help to ease the Process of granting access.

• the right to rectification if any Personal Data held about him is inaccurate or incomplete;

Data Subjects are allowed to change their names, addresses, etc. or any other Personal Data if the existing data is inaccurate for any reason.

• the right to be forgotten – i.e. the right to ask that any Personal Data an Entity holds about him be deleted;

The means for Processing Personal Data must include tools to either irrevocably delete or anonymise Personal Data. Pseudonymous data is still considered to be Personal Data.

• the right to restrict (i.e. prevent) the Processing of Personal Data in accordance with the Applicable Data Protection Laws;

Should a Data Subject seek to make use of legal actions against an Entity, they can request that the use of their Personal Data be restricted until the lawfulness of its Processing is confirmed or denied.

• the right to data portability (obtaining a copy of the Personal Data to re-use with another service or organisation);

Data Subjects have the right to export a copy of their Personal Data in a machine-readable format. Should a web application foresee access to Personal Data, it may be appropriate to implement an export function for the accessed data within the access dashboard.

- the right to lodge a complaint with the competent supervisory authority and before the competent courts, in accordance with the Applicable Data Protection Laws;
- the right to obtain redress and, where appropriate, compensation for a breach of the Applicable Data Protection Laws; and
- where the Processing of Personal Data includes automated decision-making and Profiling, the right to request a human-based reassessment under the Applicable Data Protection Laws only when automated decision-making



## **5** Transmission of Personal Data to Third Parties/Data Processing by Third Parties

Personal Data may be transferred to a Third Party provided that the Processing is carried out in accordance with these Regulations and provided that no legal or contractual obligation to secrecy prohibits this practice. The transmission of Personal Data to Third Parties shall be carried out in such a way that the Third Party processes the data in accordance with the sender's instructions.

## **7** Cross-border Disclosure

#### **1. Principles**

Cross-border (i.e. outside Switzerland) Disclosure of Personal Data (including the granting of remote access) is permitted where the legislation in the country in question guarantees an adequate level of data protection according to the list published by the FDPIC.

#### 2. Lack of an adequate level of data protection abroad

Personal Data may be disclosed cross-border to countries lacking an adequate level of protection if, alternatively:

- a) these Regulations are complied with;
- b) sufficient guarantees are agreed with the recipient in the form of a contract or in another legally enforceable form;
- c) the Data Subjects grant their Consent on an exceptional basis;
- d) the Processing of Personal Data is closely connected to the conclusion or performance of a contract and the data consists of the contractual partner's Personal Data;
- e) it is required for the substantiation of claims before courts;
- f) the Disclosure takes place within the same legal person or company, provided that the applicable internal data protection guidelines provide an appropriate level of protection.



## 8 Entity-internal Processing guidelines

#### **1. Responsibilities**

Every Entity is responsible for putting in place the necessary technical and organisational measures to guarantee compliance with these Regulations and the Applicable Data Protection Laws. The Entity shall ensure the training of its subordinates and their compliance with these Regulations. The Entity shall document the nature, purpose and grounds of the Processing it carries out, the technical and organisational measures put in place in order to comply with these Regulations, and any other relevant information with respect to the particular Processing.

#### 2. Process Owner

Every Entity shall implement internal guidelines to identify a Process Owner for every Processing of Personal Data.

#### 3. Data inventory

Each Entity shall keep an inventory of Processing activities. This inventory shall contain the following details:

- Name and contact information of the person responsible for the Processing
- Description of the Processing
- Purpose of the Processing
- Description of the categories of Data Subjects
- Description of the categories of Personal Data
- Special Categories of Personal Data
- Categories of recipients
- Identification of third countries (i.e. jurisdictions/international organisations outside Switzerland)
- Categories of recipients in third countries
- Safeguards in case of recipients in third countries
- Name of sub-processor
- Name/version of sub-processor agreement
- Data retention periods
- Technical and organisational security measures

#### 4. Checks by the Process Owner

The Process Owner shall regularly check the information in the data inventory.



## **9** Information security requirements

All Personal Data must be protected against the risk of loss of confidentiality, integrity and availability. The Entity shall implement all necessary state-of-the-art and commercially reasonable organisational and technical measures. The Entity shall implement and enforce internal guidelines with respect to information security.

## **10** Data Security Incidents

Every event of loss of confidentiality, integrity and availability with the potential of constituting a risk for FIFA, another Entity or a Data Subject is to be treated as a Data Security Incident. Every Data Security Incident falling under the scope of these Regulations must be notified to alert@fifa.org.

Every Entity must ensure the constitution of a dedicated team taking action to eliminate Data Security Incidents. All Entities and Data Owners need to define clear procedures allowing for an immediate notification of a Data Security Incident internally and ultimately to FIFA. If another Entity is required to report a Data Security Incident to a competent authority under the Applicable Data Protection Laws under which it falls, FIFA shall also be notified accordingly.

## **11** Data Protection Officer (DPO)

FIFA has appointed a DPO. Data Subjects wishing to make use of any of their rights for Processing falling under the scope of these Regulations may contact the DPO by sending an email to dataprotection@fifa.org.

The DPO independently organises, analyses and monitors compliance with data protection provisions and in particular with these Regulations.





#### **1. Official languages**

If there are any discrepancies in the interpretation of the English, French, German or Spanish texts of these Regulations, the English text shall be authoritative.

#### 2. Sanctions

Any infringement of these Regulations may incur sanctions under the Applicable Data Protection Laws, the FIFA Statutes or any other FIFA regulations.

#### 3. Entry into force

These Regulations were approved by the FIFA Council on 24 October 2019 and come into force immediately.

Shanghai, 24 October 2019

For the FIFA Council:

President: Gianni Infantino Secretary General: Fatma Samoura



## Regulations

Governing the Admission of Associations to FIFA



#### CONTENTS

#### Article

- 1 Principle
- 2 Application for admission
- 3 Contents of application
- 4 General
- 5 FIFA Associations Committee
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- 10 FIFA Executive Committee
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In accordance with article 10 of the FIFA Statutes and articles 1 and 2 of the Regulations Governing the Application of the Statutes, the FIFA Executive Committee has issued the following provisions:

### Principle

Any association that is seeking admission to FIFA must put forward an application that contains detailed information on its organisation, its sporting infrastructure and its territory.

## 2 Application for admission

**1.** Applications may be submitted to the FIFA general secretariat by any means of communication deemed appropriate, including in electronic form. In any case, the application must also be made in writing, accompanied by documents and reports in original.

**2.** The FIFA general secretariat shall verify the completeness of the application. If the application is not complete, it shall be returned to the applicant with a deadline for submitting a revised application. The applicant must submit a full application within twelve months of the initial submission to FIFA. If the applicant fails to do so, the application will be rejected and the applicant may submit no further applications in the twelve months following the rejection of the application.

**3.** Any applications not submitted to the FIFA general secretariat shall be deemed invalid.

**4.** Upon receipt of an application, the FIFA general secretariat shall inform the confederation that is geographically responsible and the FIFA Associations Committee in writing.





### 3 Contents of application

**1.** The application for admission shall be made in quintuplicate (five copies) and must contain reports and documentation on the points listed below. Any applications that do not meet the provisions of this article shall be regarded as incomplete. All documents and reports must be originals.

**a)** Documents that show that the applicant represents a country in accordance with article 10 of the FIFA Statutes.

**b)** Documents that demonstrate that the applicant organises and supervises football in its country (art. 10 par. 1 of the FIFA Statutes).

c) Documents that reveal that the applicant's bodies are designated in independent elections (art. 17 of the FIFA Statutes). Copies of the minutes taken at the meetings of the applicant's law-making body in the two years leading up to the submission of the application shall also be provided.

A list of the names of persons elected to serve on the applicant's bodies and the persons who may legally represent the applicant in dealings with FIFA shall also be provided.

**d)** Documents that outline the internal organisation of the applicant (for example the administration's organisation, including the organisational chart, as well as the number of employees with a description of their duties, etc.).

**e)** Documents detailing the applicant's standing as a sports organisation under the law of the country (state constitution, extracts from relevant laws, state directives, state subsidies, membership of other sports organisations in the country, etc.).

**f)** Documents detailing the administrative infrastructure and internal organisation of the applicant (headquarters, distribution of property, postal address, number of functioning telephone and fax lines, e-mail



addresses and websites). The applicant must also ensure that post can be delivered on a daily basis and that there is at least one constant, working telephone/fax number as well as an e-mail address.

**g)** A report on the political, economic and social structures in the applicant's country.

**h)** A report on the accommodation facilities in possible venues for away teams, officials, supporters, media representatives and other guests from abroad. This report shall also contain details on the number of beds in hotels of the various categories.

i) A report on the transport network (number of national and international airports, rail system, bus network, etc.).

**j)** A report on the sporting infrastructure in the applicant's country (number of football pitches, type of pitches (natural or artificial turf, concrete, sand, etc.), number of football stadiums with a capacity greater than 3,000 (with or without floodlights)).

This report shall also provide details on the:

- 1. Number of football stadiums that could host international matches in accordance with FIFA regulations.
- 2. Assessment of the quality standards of such stadiums.
- 3. Number of football pitches that can host matches in the applicant's domestic league championship.
- 4. Number of football pitches that can host football training sessions.

**k)** A report on the number of registered, active players (men and women) in each category (professional, amateur, veteran, youth, etc.).

**I)** A report on the number of clubs registered with the applicant (professional or amateur clubs).

TABLE OF CONTENTS FIFA LEGAL HANDBOOOK



TABLE OF CONTENTS REGULATION GOVERNING THE ADMISSION OF ASSOCIATIONS The report must also provide details on the:

- 1. Number of football clubs with professional players (men and women).
- 2. Number of football clubs with amateur players (men and women).
- Number of football clubs with youth players (10-20 years of age) (boys and girls).

**m)** A report on the competitions organised by the applicant, providing details on the competitions for professional and amateur players in the various categories. Precise information shall be supplied on all competitions involving professional players, particularly regarding finances.

**n)** A report on the referees registered with the applicant. This report shall also contain information on the type of basic training and further education provided for referees.

**o)** A report on the coaches and instructors registered with the applicant. This report shall also contain information on the type of basic training and further education provided for coaches.

**p)** A report on the representative teams that could represent the applicant in official tournaments organised by FIFA and the applicant's confederation.

**q)** A declaration that the applicant's bodies will comply fully with the Statutes, regulations, provisions and decisions of FIFA bodies at all times.

**r)** A declaration pledging to respect the Laws of the Game at all times.

**s)** Confirmation that all disputes regarding the application procedure shall be decided by the Court of Arbitration for Sport (CAS) headquartered in Lausanne (Switzerland).





**t)** Confirmation by the confederation that the applicant is a member of the confederation.

**u)** Any other information and documents relevant to evaluate the application.

**2.** Each applicant shall also submit a copy of its valid statutes and regulations.

## 4 General

The FIFA Associations Committee and the confederation that is geographically responsible shall process all applications for admission. The FIFA Associations Committee shall also work in close cooperation with the confederation that is geographically responsible while the application is being processed. These two bodies shall also discuss the steps, visits and checks that are to be conducted on the applicant while the application is being processed.

### 5 FIFA Associations Committee

The FIFA Associations Committee shall work in close cooperation with the FIFA general secretariat to verify the completeness of the application. Complete applications shall be forwarded to the confederation that is geographically responsible for the applicant.

### 5 Support

The FIFA Associations Committee shall provide the applicant with any support it may require during the application procedure.





### 7 Inspections

The FIFA Associations Committee and the confederation may visit the applicant at any time to conduct inspections. In such circumstances, the applicant shall provide the necessary support.

### 3 Confederations

The confederation shall submit a report to FIFA with detailed information on the workings of the applicant, including confirmation that the applicant is currently a member of the confederation in accordance with the confederation's applicable statutes and regulations.

### 9 Final report

The confederation's final report shall be submitted to the FIFA Associations Committee for discussion and recommendation. The FIFA Associations Committee shall then submit its findings to the FIFA Executive Committee.

## **10** FIFA Executive Committee

The FIFA Executive Committee shall submit the corresponding application for admission, together with a recommendation that it be accepted or rejected, to the next FIFA Congress.





## 11 Information

FIFA and the confederation may request additional information and documents from the applicant at any point during the application procedure.

### 12 Enforcement

These regulations were adopted by the FIFA Executive Committee on 21 March 2013 and come into force with immediate effect. The FIFA Executive Committee may amend them at any time.

For the FIFA Executive Committee

President: Joseph S. Blatter Secretary General: Jérôme Valcke









# **CIRCULARS** LEGAL HANDBOOK

#### **Circulars:**

1892: Regulations on the Status and Transfer of Players – categorisation of clubs and registration periods
1889: Amendments to the FIFA Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress
1887: Amendments to the Regulations on the Status and Transfer of Players (RSTP) concerning provisions regarding female players and coaches, the extension of Annexe 7 and the international transfer process for football
1876: National Dispute Resolution Chamber: new Recognition Principles and Standard Regulations
1867: Failure to respect settlement agreements – competence of the FIFA Disciplinary Committee
1862: FIFA TMS, FIFA Clearing House and Administrative Sanction Procedure1025
1843: Registration bans – Regulations on the Status and Transfer of Players / FIFA Disciplinary Code1029
1842: Mandatory use of the FIFA Legal Portal as of 1 May 2023





#### TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1892

Zurich, 3 July 2024

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

Dear Sir or Madam,

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

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

#### 1. Training compensation: categorisation of clubs

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

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

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

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





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

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

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

#### 2. Setting season dates, competition and registration periods

**Professional competitions** 

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

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

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

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

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

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



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

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

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

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

#### Amateur competitions

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

Please note the following:

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



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

Yours faithfully,

FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION

lottes C

Mattias Grafström Secretary General

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

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



#### Training costs and categorisation of clubs for the year 2024

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

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

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

#### <u>Index</u>

Table 1 – AFC

- Table 2 CAF
- Table 3 Concacaf
- Table 4 CONMEBOL
- Table 5 OFC
- Table 6 UEFA

#### TABLE 1 – AFC

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



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



#### TABLE 2 – CAF

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



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

#### TABLE 3 – Concacaf

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



#### TABLE 4 – CONMEBOL

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

#### TABLE 5 – OFC

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



#### TABLE 6 – UEFA

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



1

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



Circular no. 1889

Zurich, 7 June 2024

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

Dear Sir or Madam,

The 74<sup>th</sup> FIFA Congress held in Bangkok on 17 May 2024 approved amendments to the FIFA Statutes, the Regulations Governing the Application of the Statutes and the Standing Orders of the Congress as proposed and shared with the member associations per <u>circular no. 1882</u>.

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

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

#### Entry into force

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

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





Yours faithfully,

FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION

thes E

Mattias Grafström Secretary General

- Encl.: FIFA Statutes, Regulations Governing the Application of the Statutes and Standing Orders of the Congress (May 2024 edition)
- cc: FIFA Council
  - Confederations
  - ECA
  - FIFPRO
  - World Leagues Association



Circular no. 1887

Zurich, 31 May 2024

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

Dear Sir or Madam,

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

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

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

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

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





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

- reflecting the reality of female football and promoting inclusivity by extending the rights and protection to adoptive parents as well as non-biological mothers;
- recognising the physical, psychological and social dimensions in the event of an inability to provide employment services due to severe menstruation or medical complications relating to pregnancy by providing for related rights; and
- encouraging associations to facilitate attachment and emotional balance for female players with their families while on international duty with their national teams.
- (b) Extension of Annexe 7 to the RSTP to continue addressing the exceptional situation deriving from the war in Ukraine

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

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

Subsequently, on 20 June 2022, the Bureau of the Council decided to extend the temporary amendments to Annexe 7 to the RSTP until 30 June 2023, with minor modifications. The decision was communicated via circular no. <u>1800</u>, dated 22 June 2022.

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

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





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

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

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

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

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

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

#### Entry into force of the amendments to the RSTP

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

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

Please do not hesitate to contact Jan Kleiner, Director of Football Regulatory at <a href="legal@fifa.org">legal@fifa.org</a> if you have any questions in this regard.

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

Yours faithfully,

FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION

Nottos

Mattias Grafström Secretary General

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





Circular no. 1876

Zurich, 18 January 2024

# National Dispute Resolution Chamber: new Recognition Principles and Standard Regulations

Dear Sir or Madam,

We are pleased to inform you that at its meeting on 17 December 2023, the FIFA Council approved the National Dispute Resolution Chamber Recognition Principles, incorporating the new National Dispute Resolution Chamber Standard Regulations. In this context, the following paragraphs set out the amendments to the FIFA regulatory framework for your information.

#### **Regulatory framework to operate national dispute resolution chambers**

#### a. <u>General overview</u>

The Regulations on the Status and Transfer of Players (RSTP) have long recognised that instead of submitting employment-related disputes to FIFA or seeking redress before a civil court, parties may opt to submit such disputes to a national dispute resolution system, provided that the system meets minimum and fundamental procedural requirements. A national dispute resolution system for employment-related disputes is colloquially known as a "national dispute resolution chamber" or an "NDRC".

In this context, FIFA circular no. 1010 of 20 December 2005 defined these minimal procedural requirements, and in 2007, FIFA enacted the National Dispute Resolution Chamber Standard Regulations to serve as guidelines for member associations when establishing a national dispute resolution system.





This regulatory framework remained unchanged for almost two decades. It therefore become increasingly evident that it had become outdated and that it no longer served the current needs of all football stakeholders.

Modernising the football regulatory framework has been one of FIFA's key pillars since the launch of FIFA 2.0 and improving the FIFA regulations remains a key objective, being also part of the <u>Strategic Objectives for the Global Game: 2023-2027</u>. For this reason, over the past months, the regulatory framework for NDRCs has been modernised and revised in cooperation with all football stakeholders.

The key objectives of this revised framework, which derogates the 2005 and 2007 FIFA provisions in this field, are to provide clarity and the necessary legal certainty with regard to the jurisdiction, structure, applicable requirements and a possible formal, permanent recognition by FIFA of existing NDRCs.

The new relevant regulatory framework consists of the following:

- 1. National Dispute Resolution Chamber Recognition Principles, which establish:
  - the required standards for a national dispute resolution system to be recognised by FIFA;
  - the recognition procedure of an NDRC at FIFA level;
  - the requirements FIFA applies to accept jurisdiction of an NDRC;
  - the process for the renewal of recognition of an NDRC;
  - the process for the revocation of recognition of an NDRC;
  - the publication of a list of the NDRCs that have obtained valid recognition, together with the period of recognition; and
  - disciplinary tools to ensure compliance with the proposed regulatory framework.
- 2. Revised National Dispute Resolution Chamber Standard Regulations, which are included as an Annexe to the National Dispute Resolution Chamber Recognition Principles and which:
  - constitute a generic sample of applicable provisions, which meet the procedural requirements as per the National Dispute Resolution Chamber Recognition Principles;



- are designed to assist member associations with the establishment of procedural rules to govern the organisation, composition and functions of an NDRC;
- clarify that any procedural regulations of an NDRC must comply with the standards set out in the National Dispute Resolution Chamber Standard Regulations, unless a deviation has been validly agreed within a collective bargaining agreement; and
- clarify in which provisions the National Dispute Resolution Chamber Standard Regulations give a member association scope to define the exact regulatory or procedural framework of an NDRC with flexibility.

## b. <u>Entry into force of the National Dispute Resolution Chamber Recognition</u> <u>Principles</u>

Articles 1 to 3 and 6 to 10 of the National Dispute Resolution Chamber Recognition Principles, which relate to the NDRC recognition process, will enter into force on <u>**1 February 2024**</u>.

In order to provide a transition period until the new requirements and a possible recognition of an NDRC fully apply, the remaining provisions of the new regulatory framework will enter into force on <u>1 January 2025</u>.

Member associations, which currently operate an NDRC, have until 1 June 2024 to submit a formal request for recognition of their NDRC to FIFA, should they wish that their NDRC continue operating as a formally recognised NDRC under the new regulatory framework.

#### Amendments to the Regulations on the Status and Transfer of Players

Due to the new regulatory framework for NDRCs, certain amendments and additions to the RSTP have to be introduced.

They are of a technical nature only and relate to the requirements under which FIFA may cede jurisdiction in light of an existing and recognised NDRC.

In particular, the relevant amendments concern article 22 paragraph 1 b) and c); article 26 paragraph 1 c) (new); article 26 paragraph 4; and article 29.

The amendments to the RSTP will come into force **on 1 February 2024**.





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The National Dispute Resolution Chamber Recognition Principles and its Annexe (National Dispute Resolution Chamber Standard Regulations), the revised edition of the RSTP, as well as the Explanatory Notes on the New Regulatory Framework for National Dispute Resolution Chambers are available on <u>legal.fifa.com</u>.

Please do not hesitate to contact Jan Kleiner, Director Football Regulatory, at <a href="mailto:legal@fifa.org">legal@fifa.org</a> if you have any questions in this regard.

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

Yours faithfully,

FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION

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Mattias Grafström Secretary General ad interim

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





Circular no. 1867

Zurich, 7 December 2023

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

Dear Sir or Madam,

On 16 December 2022, the FIFA Council adopted the 2023 edition of the FIFA Disciplinary Code (**FDC** – cf. <u>FIFA circular no. 1833</u>).

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

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

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

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

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



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



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

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

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

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

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

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

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

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





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

#### c. Other settlement agreements

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

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

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

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

Yours faithfully,

FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION

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Mattias Grafström Secretary General ad interim

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





Circular no. 1862

Zurich, 6 October 2023

#### FIFA TMS, FIFA Clearing House and Administrative Sanction Procedure

Dear Sir or Madam,

On 22 October 2022 the FIFA Council approved several amendments to the Regulations on the Status and Transfer of Players (**RSTP**). As outlined in the <u>Circular no. 1816</u>, these amendments included a redraft of Annexe 3 of the RSTP, which comprised, among others, the codification of the Administrative Sanction Procedure (**ASP**). As outlined below in more detail, the ASP has played a crucial role in ensuring the proper functioning of the Transfer Matching System (**TMS**).

Subsequently, on 8 November 2022 the FIFA Council announced that the FIFA Clearing House would commence operating on 16 November 2022 and approved the FIFA Clearing House Regulations (FCHR), by means of the <u>Circular no. 1817</u>.

With the new processes related to the FIFA Clearing House coming into force, the ASP has started playing a significant role in guaranteeing that associations and clubs comply with their obligations related thereto. In particular, the ASP ensures the correct declaration of fees paid in relation to international and domestic transfers, which is a crucial step for TMS to identify training reward triggers related to the solidarity mechanism.

This circular describes the recent evolution of the ASP and its application to the processes related to the FIFA Clearing House.

#### **Background**

In 2011, following the introduction of TMS, the FIFA Disciplinary Committee identified that certain obligations inherent to the use of the system, and contained in Annexe 3 of the RSTP, were of technical or administrative nature. The FIFA Disciplinary Committee found that said obligations, if not fulfilled, constituted an evident infringement to the provisions of Annexe 3 of the RSTP, which have an immediate negative impact on the relevant transfer.





In this context, the FIFA Disciplinary Committee delegated to FIFA general secretariat (at the time, the FIFA TMS GmbH) its competence to sanction 10 categories of infringements by means of a specific procedure, the ASP. The sanction that could be imposed consisted of a warning, a reprimand and/or a fine of up to CHF 14,000. Like this, FIFA could establish a streamlined and more effective procedure to deal with violations of Annexe 3 of the RSTP (see <u>Circular no. 1259</u>).

The ASP gave FIFA the possibility to treat these infringements in an expedited manner, granting clubs the possibility to rectify their breach – where applicable – and hence protect the proper functioning of TMS.

Subsequently, the FIFA Disciplinary Committee decided to expand the application of the ASP from 10 to 14 different categories of breaches of the Annexe 3 (see <u>Circular no. 1478</u>).

Finally, ASP cases were further streamlined, by granting the FIFA general secretariat the power to directly submit ASP cases to the FIFA Disciplinary Committee without the prior intervention of the secretariat to the FIFA Disciplinary Committee (see <u>Circular no. 1609</u>).

#### The new Annexe 3

As anticipated above, the redraft of Annexe 3 included a codification of the ASP under art. 17 of said annexe. When an infringement of a technical or administrative nature is detected, the following procedure takes place:

- a) The FIFA general secretariat will contact the association or club to identify the infringement, request a statement or any other relevant information within a defined deadline and, if applicable, request that the infringing behaviour be corrected. In this first correspondence, the association or club will be informed that, if the infringing behaviour is not corrected and/or no satisfactory position is submitted, an administrative sanction letter (**ASL**) will be issued, specifying the type of sanction that will be imposed.;
- b) Upon receipt of the statement or relevant information or upon expiry of the time limit to do so, the FIFA general secretariat may issue an ASL;



- c) The party may accept the sanction or reject it, and, in this case, request the opening of disciplinary proceedings before the FIFA Disciplinary Committee. If the party accepts the sanction, the latter will be enforceable from the date of acceptance;
- d) If the party accepts the sanction, complies with it (where applicable) and corrects the infringing behaviour within the time limits to do so, the matter will be closed;
- e) If the party fails to respond to the ASL, responds inconsistently or incompletely and/or does not correct the infringing behaviour and/or does not comply with the sanction, the matter will be referred to the FIFA Disciplinary Committee.

With the entry into force of the new edition of Annexe 3, the FIFA general secretariat is now granted the power to impose fines up to CHF 30,000.

Finally, and in view of the continuous evolution of TMS, ASP cases are not limited to a specific number of categories of breaches but can be opened for any type of violations of a purely technical and administrative nature related to TMS and players' transfers.

#### The relation with the FIFA Clearing House

As mentioned above, in the last years TMS witnessed a continuous expansion of its scope of application. With the FIFA Clearing House beginning its operations, together with the entry into force of the FCHR, TMS started to play a pivotal role in the functioning of newly established processes.

In fact, TMS is the tool where the Electronic Player Passports (**EPP**) process takes place, Allocation Statements (**AS**) are issued and where training rewards triggers are identified.

To guarantee the correct functioning of the FIFA Clearing House and the processes related to it, associations and clubs must comply with their obligations as laid down in the FCHR. Similarly to Annexe 3 and TMS, failure to comply with the FCHR has an immediate negative impact on the correct functioning of the FIFA Clearing House, since it undermines the allocation and distribution of the training rewards.

In particular, it is essential that the proof of payment of the transfer fees agreed between clubs (both for international as well as domestic transfers) is uploaded under the relevant TMS instruction within thirty (30) days of the date of the payment and under the correct TMS section





"payments" to ensure that training rewards triggers are properly identified by TMS (cf. arts. 6 and 7 of the FCHR).

In view of the immediate negative impact on the proper functioning of the FIFA Clearing House as well as on training clubs, cases in which a club fails to upload the relevant proof of payment in the context of a domestic transfer will also be investigated by the FIFA general secretariat through an ASP, in line with art. 17 par. 5 of the FCHR.

Finally, to guarantee the proper enforcement of the FCHR, an ASP can also be opened if an association or club fails to comply with other administrative obligations related to the FIFA Clearing House for which the FCHR do not establish the direct competence of the FIFA Disciplinary Committee.

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

Yours faithfully,

FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION

Mattias Grafström Secretary General ad interim

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





Circular no. 1843

Zurich, 28 April 2023

# Registration bans – Regulations on the Status and Transfer of Players / FIFA Disciplinary Code

Dear Sir or Madam,

As you are aware, and in accordance with article 55 of the FIFA Statutes, a ban on registering new players, either nationally or internationally (a so-called **registration ban**), is one of the disciplinary measures that may be imposed by FIFA's judicial bodies or by the Football Tribunal.

Given the increasing number of registration bans imposed in recent years, combined with the high volume of related requests received by the FIFA administration, the purpose of this circular is to provide general information on this disciplinary measure as well as clarification on its scope.

#### a. Jurisdiction to impose a registration ban

#### (i) Football Tribunal

A registration ban is one of the potential sanctions that the Football Tribunal may impose on clubs, in accordance with the Regulations on the Status and Transfer of Players (**RSTP**), and, when appropriate, in line with the FIFA Clearing House Regulations (**FCHR**).

More specifically, it may be imposed in relation to overdue payables (article 12bis of the RSTP), the termination of a contract without just cause (article 17 of the RSTP), the unilateral termination of a contract on the grounds of a player being or becoming pregnant (article 18quater paragraph 3 of the RSTP), or the failure to pay relevant amounts in due time (article 24 of the RSTP and article 8 paragraph 2 of Annexe 2 to the RSTP).





#### (ii) Disciplinary Committee

In accordance with article 6 paragraph 3 of the FIFA Disciplinary Code (**FDC**), the FIFA Disciplinary Committee may impose a "ban on registering new players" on legal persons only, specifically on clubs.

The vast majority of decisions in which this measure is imposed emanates from article 21 of the FDC (related to the failure to respect decisions), said provision specifically stating that "in the case of clubs, (...) a ban on registering new players will be issued (...)".

This being said, it is to be noted that this measure is not limited to potential breaches of said article and it may be imposed on a club as a result of any breach of FIFA's regulations. More generally, registration bans are the sanction that is most often imposed for infringements relating to international transfers involving minors.

#### b. Scope

#### (i) A ban on registering new players

A club subject to a registration ban shall be banned from registering any new players, either nationally or internationally, whether as amateurs or as professionals, for the full duration of this measure.

In other words, the club shall only be able to register new players (i) upon the ban having been served for its entire duration (in case of a registration ban imposed for a specified period of time<sup>1</sup>, in which case the club will only be able to register new players as of the next registration period following the complete serving of the relevant sanction), and/or (ii) upon the ban being lifted by the FIFA administration (in case of a registration ban imposed until a specific action is completed<sup>2</sup>).

Consistently with the above, and for the duration of the registration ban, the club may not make use of the exceptions stipulated in article 6 paragraph 3 of the RSTP in order to register players at an earlier stage.

<sup>&</sup>lt;sup>1</sup> See, for instance, article 17 paragraph 4 of the RSTP ("The club shall be banned from registering any new players, either nationally or internationally, **for two entire and consecutive registration periods**." – emphasis added).

<sup>&</sup>lt;sup>2</sup> See, for instance, article 21 paragraph 1 d) of the FDC ("(...) a ban on registering new players will be issued **until the complete amount due is paid or the non-financial decision is complied with**." – emphasis added), article 17 paragraph 6 of the FCHR ("(...) The registration ban shall be lifted **once the amount has been paid in full**." – emphasis added) or article 17 paragraph 8 of the FCHR (in case of a Second Compliance Assessment failure "(...) The registration ban shall be lifted **only after the FIFA Clearing House confirms that the club has passed a subsequent Compliance Assessment**." – emphasis added).



#### (ii) Territorial application of the ban

As previously mentioned, a registration ban shall apply both at national and international levels. In other words, it shall affect any registration deriving from either a domestic or an international transfer.

A ban at international level will be implemented directly by FIFA in the Transfer Matching System (**TMS**) for all clubs existing in the system. However, it is the responsibility of the association concerned to ensure that the ban is also correctly implemented at national level within its own registration platform and at international level for those clubs that are not in TMS. The association concerned would thus be required to provide the FIFA administration with proof that the measure has been duly implemented. In other words, and for the sake of clarity, member associations are ultimately responsible for ensuring that no players are registered for a club for the entire duration of the ban, regardless of whether the registration derives from a domestic or an international transfer. Any failure by an association to comply with these obligations would be subject to potential sanctions imposed by the FIFA Disciplinary Committee (cf. section c. *infra*).

For the sake of completeness, any international transfer processed by a club serving a registration ban will trigger a validation exception in TMS (cf. article 14 paragraph 1 of Annexe 3 to the RSTP).

#### (iii) Enforcement of the ban

A registration ban is automatically enforced and takes effect immediately as from the date of the communication. Such a ban applies to all registrations that have not been concluded by the time of the communication.

#### (iv) Players concerned: gender, discipline and status

As a general rule, and unless otherwise specified within the relevant decision imposing the sanction, a registration ban shall apply to the corresponding gender (i.e. male or female) and discipline (i.e. 11-a-side football, futsal or beach soccer) of the party and/or parties which gave rise to such decision, regardless of their status (amateur or professional).

By way of an example, a club subject to a registration ban imposed under article 21 of the FDC as a result of its failure to pay a male player (even though instructed to do so by a body, a





committee, a subsidiary or an instance of FIFA or CAS) will be prevented from registering 11-aside male players, either as amateurs or as professionals. In other words, the ban would, in such a scenario, not apply (i) to female players or (ii) to futsal or beach soccer.

#### (v) Youth teams

In order not to hinder the development of young football players, and unless otherwise specified within the relevant decision imposing the sanction, as from the date of issuance of this circular, a club subject to a registration ban may register players for its youth teams, such possibility being, however, limited to players until the age of 15. Players newly registered with a youth team during a registration ban cannot play for the club's first team or any other professional team of the club until the registration ban has elapsed. If this occurs, the player(s) concerned shall be declared ineligible, and any match in which the player(s) featured must be declared forfeited.

#### (vi) Signature of contracts

A registration ban imposed on a club does not prevent it from signing contracts with (new) players. Only the registration in accordance with article 5 of the RSTP, and consequently the participation in official and/or friendly matches of those players, would be affected by the sanction.

#### (vii) Regulatory exceptions

Notwithstanding the above and consistently with article 25 paragraph 3 of the RSTP, the following actions do not contravene a registration ban:

- a) the return from loan of a professional, solely where the loan agreement expires naturally;
- b) the extension of the loan of a professional, beyond the natural expiry of the loan agreement;
- c) the definitive engagement of a professional who was temporarily registered for the club directly prior to the registration ban being imposed;
- d) the registration of a professional who was already registered with the club as an amateur directly prior to the registration ban being imposed.





For the sake of clarity, the same principles shall apply *mutatis mutandis* to any registration ban imposed by the Disciplinary Committee on the basis of the FDC.

#### c. Failure to respect or to implement a registration ban

Finally, we would like to clarify that any club and/or association failing to respect and/or implement a registration ban may be subject to further sanctions imposed by the FIFA Disciplinary Committee under article 21 of the FDC.

If you have any questions on this subject, please write to <u>legal@fifa.org</u>.

Yours faithfully,

FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION

Fatma Samoura Secretary General

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



Circular no. 1842

Zurich, 6 April 2023

#### Mandatory use of the FIFA Legal Portal as of 1 May 2023

Dear Sir or Madam,

As part of its ongoing commitment to modernising football's regulatory framework, on 1 May 2022, FIFA launched the FIFA Legal Portal (**the Portal** – <u>legalportal.fifa.com</u>), an online platform through which proceedings before the FIFA Football Tribunal and the FIFA judicial bodies can be conducted.

As outlined in <u>circular no. 1795</u>, the Portal is aimed at enabling FIFA member associations and football stakeholders, including their legal representatives, to manage proceedings before the relevant FIFA decision-making or judicial body, by ensuring simple, secure and transparent communication between FIFA and the parties involved, as well as a better understanding of proceedings and heightened traceability.

#### a. Mandatory use of the Portal

The Portal is intended to replace the current email communication system and has been in place since the start of the transition phase on 1 May 2022. The preliminary test phase and transition period set out in the aforementioned circular ended, in principle, on 31 December 2022.

Several amendments to the FIFA regulatory framework were approved by the FIFA Council at its meeting on 14 March 2023 to reflect that, **as of 1 May 2023**, all proceedings before the FIFA Football Tribunal outside the FIFA Transfer Matching System (TMS) and the FIFA judicial bodies shall be initiated and conducted <u>exclusively</u> through the Portal. In this context, various provisions of the Procedural Rules Governing the Football Tribunal (the **Procedural Rules**)<sup>1</sup>, the

<sup>&</sup>lt;sup>1</sup> The relevant amendments to the Procedural Rules concern article 10; article 18 paragraph 1; article 21 paragraph 1; article 22 paragraph 1; article 29 paragraph 2 and article 34 paragraph 1.



FIFA Disciplinary Code (**FDC**)<sup>2</sup> and the FIFA Code of Ethics (**FCE**)<sup>3</sup> have been amended in order to reflect the mandatory use of the Portal as of 1 May 2023. In other words, the mandatory use of the Portal will apply to both new and ongoing proceedings.

Thus, as from 1 May 2023, (i) anyone intending to lodge a new claim before the aforementioned bodies will have to do so via the Portal, and (ii) submissions and other correspondence sent by any other means (such as email or post) will no longer be admissible in the said proceedings. For the sake of clarity, please note that the above also applies to ongoing proceedings.

While the Portal must be used for any proceedings before the relevant FIFA decision-making or judicial body, including the notification of decisions, the procedural aspects of those proceedings will still be governed by the applicable FIFA regulations.<sup>4</sup>

Notwithstanding the above, and for the sake of clarity, transfers or first registration of minors, limited minor exemptions, requests for intervention regarding the registration of players, claims related to training rewards (training compensation and solidarity contribution) and proceedings concerning electronic player passports will continue to be handled through TMS.

#### b. Access to the Portal

As of 1 May 2023, any person wishing to access the Portal is required to create an account, which will involve providing various pieces of information. Once created, the account needs to be approved by FIFA. To speed up this approval, FIFA strongly encourages clubs and member associations to use the same email address as that listed under the "Contact" tab in TMS, so that it matches the information in the relevant pre-existing database. We would like to remind you that the information entered in TMS and the Portal is binding on the relevant party.

In line with the above, if one of the parties to the proceedings does not have an account on the Portal, the FIFA administration will inform the party concerned by email, or via the relevant member association and/or club, of the said proceedings and invite it to create its own account on the Portal within three days following the email. Said party will also be warned that any failure to do so will be to its detriment as the proceedings will exclusively be conducted via the Portal.

<sup>&</sup>lt;sup>2</sup> The relevant amendments to the FDC concern article 18 paragraph 1; article 48 paragraphs 2 and 4; article 51 paragraph 2; article 54 paragraph 3; article 60 paragraphs 3 and 4 and article 70 paragraph 3.

<sup>&</sup>lt;sup>3</sup> The relevant amendments to the FCE concern article 43 paragraph 1 and article 53 paragraph 2.

<sup>&</sup>lt;sup>4</sup> In particular, the Regulations on the Status and Transfer of Players, the Procedural Rules, the FDC and the FCE.



#### c. Reminder – general principles on the use of the Portal

Users of the Portal are required to act in good faith and to ensure that all information they enter in the Portal is correct. In particular, it is essential that each user keeps their account and personal details up to date at all times.

In addition, there is a limit of one account per user (including clubs and member associations), and users must keep their login details and all information and documents obtained through the Portal confidential.

Finally, users are reminded that upon receipt of an automatically generated email from the Portal, they should check their account without delay. Notwithstanding these notifications, users involved in proceedings before the FIFA Football Tribunal and/or the FIFA judicial bodies are required to check their respective accounts once per day. Users who fail to do so will have to bear the procedural and legal consequences.

#### d. Sanctions

A user who enters false and/or erroneous information in the Portal, fails to keep their account up to date or misuses the portal may be sanctioned by the FIFA Disciplinary Committee.

In addition, users are required to immediately report any issues, suspicions or potential misuse of the Portal to the Portal Helpdesk.

#### e. Conclusion

FIFA is continuing to modernise its systems in order to facilitate and streamline proceedings before its decision-making and judicial bodies by filing and managing claims, while at the same time ensuring transparency and traceability for all football stakeholders.

Accordingly, FIFA would like to thank those users who have already registered on the Portal and provided valuable feedback, and encourages those who have not yet done so to register.

Further information on the Portal (including a user manual) can be found on <u>legalportal.fifa.com</u> or in <u>circular no. 1795</u>.





If you have any questions on this subject, please write to <a href="mailto:legal@fifa.org">legal@fifa.org</a>.

Yours faithfully,

FÉDÉRATION INTERNATIONALE DE FOOTBALL ASSOCIATION

Fatma Samoura Secretary General

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





# 3

# **FIFA STANDARD DOCUMENTS**

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# FIFA®

# National Dispute Resolution Chamber Recognition Principles



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#### DEFINITIONS

For the purpose of these National Dispute Resolution Chamber Recognition Principles, the defined terms set out in the FIFA Statutes and the Regulations on the Status and Transfer of Players (RSTP) shall apply.





# **GENERAL RULES**

#### 1. Objective and scope

- 1. FIFA has a statutory obligation to regulate all matters relating to the game of football and to provide the necessary institutional means to resolve disputes that may arise between or among football stakeholders.
- 2. FIFA recognises that parties may wish to refer an employment-related dispute to a dispute resolution system at national level, instead of submitting it to FIFA or seeking redress before a civil court. FIFA supports and promotes the creation of national dispute resolution systems, provided that they meet procedural standards to protect all involved parties. Any national dispute resolution system must guarantee fundamental procedural principles, in particular the principle of equal representation between employers and employees.
- 3. These National Dispute Resolution Chamber Recognition Principles establish:
  - a. the required standards for a national dispute resolution system to be recognised by FIFA; and
  - b. the recognition procedure at FIFA level.

#### 2. National dispute resolution chamber

- Member associations that wish to operate a national dispute resolution system recognised by FIFA shall establish such a system as a national dispute resolution chamber (NDRC), or under an equivalent name, and meet all fundamental procedural standards to protect all involved parties.
- 2. The NDRC shall be mentioned and recognised as an official decision-making body in the statutes of the relevant member association, and it shall comply with the requirements set out in these National Dispute Resolution Chamber Recognition Principles and its Annexe 1 (National Dispute Resolution Chamber Standard Regulations).
- 3. In order to be recognised, an NDRC must meet the following key criteria in particular:
  - a. Its jurisdiction shall be to hear disputes related to, or arising out of, the contractual relationship between employees (players or coaches) and employers (clubs). Disputes between clubs and players in relation to the

General rules



maintenance of contractual stability (arts 13-18 of the RSTP) where there has been an International Transfer Certificate (ITC) request and a claim from an interested party in relation to the request, in particular regarding the issuance of the ITC, sporting sanctions or compensation for breach of contract, as well as employment-related disputes of an international dimension between a member association and a coach, remain within the jurisdiction of FIFA (art. 22 par. 1 a) and c) of the RSTP).

- b. As a general rule, the NDRC shall have jurisdiction to hear disputes of a national dimension. For disputes of an international dimension, the NDRC may accept jurisdiction only if the relevant employment contract contains an express clause, which confers exclusive jurisdiction for disputes arising out of (or in connection with) the respective employment contract on the respective NDRC or if the exclusive jurisdiction of the NDRC is provided by a collective bargaining agreement established at national level.
- c. The composition of the NDRC shall guarantee independence and impartiality and it shall respect the principle of equal representation between employees and employers. Specifically, the appointment process shall adhere to the following principles.

#### Employee representatives

- i. If a players' association affiliated to FIFPRO exists at national level, the employee representatives shall be appointed at the proposal of such national players' association affiliated to FIFPRO.
- ii. If a national players' association affiliated to FIFPRO does not exist, the employee representatives may be appointed at the proposal of another player representative organisation, however, only under the condition that the member association requesting recognition of its NDRC demonstrate to the comfortable satisfaction of the Dispute Resolution Chamber (DRC) that such representative body truly, genuinely and independently represents the will and interests of players at national level.
- iii. If no organisations exist as per i) or ii) above, the process shall be based on that agreed by FIFA and FIFPRO.

#### Employer representatives

The employer representatives shall be appointed at the proposal of an employer representative organisation or, where no such organisation exists, the employer representatives shall be appointed by the clubs through a process organised by the relevant member association.



#### Chairperson and deputy chairperson(s)

The chairperson and deputy chairperson(s) of an NDRC must be appointed based on a consensus between the stakeholders involved in the appointment of the employee representatives, on the one hand, and the appointment of the employer representatives, on the other, as defined above.

- d. Deviations from the appointment process as per c) above are permissible only as long as the principles of parity and equal representation between employers and employees are strictly complied with, and only under the condition that any representative organisation of employers or employees truly, genuinely and independently represents the will and interests of its respective stakeholders.
- Individuals appointed to the NDRC must not hold any other position within the relevant member association (whether on its executive body or part of its administration) and they may not represent players, coaches or clubs in any other dispute before the NDRC.
- f. The member association shall adopt procedural rules to govern the organisation, composition and functions of the NDRC. These procedural rules must comply with the requirements set out herein, and they must, in particular, contain provisions guaranteeing the following principles:
  - Principle of parity when constituting the tribunal;
  - Right to an independent and impartial tribunal;
  - Right to a fair hearing and the right to be heard;
  - Right to contentious proceedings;
  - Principle of equal treatment;
  - Right to receive a written decision;
  - Confidentiality;
  - Principle of access to justice;
- 4 In order to assist member associations with the establishment of procedural rules to govern the organisation, composition and functions of the NDRC, Annexe 1 constitutes a generic sample of the procedural framework required to operate an NDRC.
- 5. Each member association shall publish all regulations and procedural rules applicable to the NDRC, and all decisions of the NDRC, subject to legitimate requests of redactions or confidentiality.

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# NDRC RECOGNITION PROCESS

#### 3. Requirements and recognition process

- 1. If a member association wishes for its NDRC to be formally recognised by FIFA, it shall submit an application for recognition of its respective NDRC in writing to FIFA.
  - a. The application shall be made via the Legal Portal.
  - b. The application shall be in English, Spanish or French. Documentation in any other language must be accompanied by a translation into one of these three languages.
- 2. Member associations shall bear the burden of proving that their NDRC, including its procedural regulations, comply with the requirements established by FIFA.
- 3. FIFA may, without limitation:
  - a. request any additional information and documentation;
  - b. request amendments to any part of the submitted regulatory framework; and
  - c. seek the view of the relevant member association or other relevant stakeholders.
- 4. Whenever a request for recognition is made, FIFA will, upon initiation of the recognition process, consult with the national employee representatives, employer representatives and FIFPRO. FIFA shall also inform the relevant confederation of the request for recognition.
- 5. Member associations shall fully cooperate with FIFA and provide all requested information and documentation. Failure to cooperate may lead to an application being rejected or considered to be withdrawn and, as appropriate, to disciplinary sanctions.
- 6. FIFA will review the documentation provided. After completing its review, it may propose amendments to the regulatory framework or submit the application to the DRC of the Football Tribunal for its decision.
- 7. The DRC is competent to decide on applications for NDRC recognition. The DRC shall adjudicate in the presence of at least three members, including the chairperson or deputy chairperson(s), and the chamber shall always consist of equal numbers of club and player representatives.

- 8. If an NDRC complies with all applicable requirements, the DRC shall, in principle, grant recognition for a four-year period subject to article 5 herein. The DRC may also require the relevant member association to make amendments to its regulatory framework prior to adopting its decision, or make its decision subject to conditions established by the DRC.
- 9. Any NDRC that has been granted recognition shall be considered formally recognised for the purposes of article 22 paragraph 1 b) and c) of the RSTP.
- 10. If an NDRC has not been granted recognition, the member association may resubmit an application for recognition of its respective NDRC following the same process as set out in article 3 herein. Where changes were made to a regulatory framework after rejection by the DRC, the member association shall so indicate in its application, so that the resubmitted application can be reviewed swiftly.
- 11. Whenever changes to a recognised regulatory framework are planned, these changes shall be presented to FIFA prior to their entry into force. FIFA will then assess whether a new recognition process must be executed.
- 12. A dispute resolution system in a member association may only deviate from the requirements established by FIFA based on a collective bargaining agreement validly negotiated between employee and employer representatives at national level.
- **13.** Where deviations from the requirements established by FIFA are required by mandatory national law, the DRC will assess if the composition of the NDRC can nevertheless respect the principles mentioned in article 2 in order to grant recognition of the NDRC.
- 14. FIFA will publish a list of the NDRCs that have obtained valid recognition, together with the period of recognition.

#### 4. Renewal of recognition

- 1. Following the lapse of the four-year period, or if the relevant member association wishes to amend the regulatory framework approved by FIFA, it must apply for the renewal of its recognition.
- 2. Member associations shall follow the same process as set out in article 3 herein. Where no changes were made to a regulatory framework already approved by FIFA, the member associations shall so indicate in their application, so that the renewal of recognition can be granted on an accelerated basis.



- 3. Applications for the renewal of recognition shall be adjudicated by the DRC.
- 4. If an NDRC still complies with all applicable requirements, the DRC shall, in principle, grant the renewal of recognition for a four-year period. The DRC may also require the member association to make amendments to its regulatory framework prior to adopting its decision, or make its decision subject to conditions established by the DRC.

#### 5. Revocation of recognition

- 1. FIFA is competent to investigate at all times whether an approved NDRC and the respective regulatory framework comply with these National Dispute Resolution Chamber Recognition Principles.
- 2. Where FIFA deems that an approved NDRC no longer complies with these National Dispute Resolution Chamber Recognition Principles, FIFA may request the relevant member association to amend its regulatory framework accordingly within a given time limit.
- **3.** FIFA may provisionally suspend a recognition if a prima facie analysis indicates that the applicable regulatory framework existing at national level does not comply, or no longer complies, with these National Dispute Resolution Chamber Recognition Principles.
- 4. Where FIFA deems that a recognised NDRC, despite requests to amend the regulatory framework, no longer complies with these National Dispute Resolution Chamber Recognition Principles, it shall:
  - a. submit the matter to the DRC of the Football Tribunal;
  - b. publish the information about the referral to the DRC; and
  - c. as appropriate, forward the file to the FIFA Disciplinary Committee.
- 5. If the matter has been referred to the DRC, the DRC may revoke the recognition of an NDRC if the applicable regulatory framework existing at national level does not comply, or no longer complies, with these National Dispute Resolution Chamber Recognition Principles. The DRC may also require the member association to make amendments to its regulatory framework prior to adopting its decision, or make its decision subject to conditions established by the DRC.



# FINAL PROVISIONS

#### 6. Decisions

Any decision of the DRC in connection with these National Dispute Resolution Chamber Recognition Principles is final and binding and not subject to any appeal before the Court of Arbitration for Sport.

#### 7. Disciplinary matters

- 1. The FIFA Disciplinary Committee is competent to impose sanctions on member associations that violate these National Dispute Resolution Chamber Recognition Principles in accordance with the FIFA Disciplinary Code.
- 2. FIFA will monitor compliance with these National Dispute Resolution Chamber Recognition Principles and refer any matter of a potential breach to the FIFA Disciplinary Committee or, as applicable, to the independent Ethics Committee.

#### 8. Matters not provided for

- 1. Any matters not provided for herein shall be determined by FIFA.
- Cases of force majeure affecting these National Dispute Resolution Chamber Recognition Principles shall be decided by the FIFA Council, the decisions of which are final.

#### 9. Official languages

If there are any discrepancies in the interpretation of the texts in the various languages in which these National Dispute Resolution Chamber Recognition Principles are published, the English text shall be authoritative.

#### 10.Enforcement

- 1. These National Dispute Resolution Chamber Recognition Principles were approved by the FIFA Council on 17 December 2023 and enter into force as follows:
  - a. On 1 February 2024: articles 1 to 3 and articles 6 to 10, which relate to the NDRC recognition process;





- b. On 1 January 2025, article 3 paragraph 8 and articles 4 and 5, which relate to the effects of recognition, as well as the renewal and revocation of recognition.
- 2. FIFA member associations that already operate a national dispute resolution system at the time these National Dispute Resolution Chamber Recognition Principles are approved shall submit a formal request for recognition by 1 June 2024. If no such request is submitted, the respective national dispute resolution system shall be considered to not be recognised by FIFA as of 1 January 2025.
- 3. The National Dispute Resolution Chamber Standard Regulations approved by the FIFA Executive Committee on 29 October 2007 and FIFA circular no. 1010 of 20 December 2005 shall be annulled as of 1 January 2025.
- 4. Any NDRC that has been granted recognition shall be considered formally recognised for the purposes of article 22 paragraph 1 b) and c) of the RSTP as of 1 January 2025.





# Annexe.

## NATIONAL DISPUTE RESOLUTION CHAMBER STANDARD REGULATIONS

#### INTRODUCTORY REMARKS

These National Dispute Resolution Chamber Standard Regulations (hereinafter the "Regulations") constitute a generic sample of applicable provisions, which meet the procedural requirements as per the National Dispute Resolution Chamber Recognition Principles.

These Regulations are primarily designed to assist member associations with the establishment of procedural rules to govern the organisation, composition and functions of the national dispute resolution chamber (NDRC). Where an NDRC is established based on a regulatory framework that directly adopts these Regulations, the NDRC is likely to comply with the requirements of FIFA for recognition.

For the avoidance of doubt, it is not mandatory for an NDRC to adopt these Regulations verbatim. However, any procedural regulations of an NDRC must comply with the standards set out herein, unless a deviation has been validly agreed within a collective bargaining agreement. Where deviations are required by mandatory national law, the Dispute Resolution Chamber (DRC) of the Football Tribunal will assess if the requirements for recognition as set out in the National Dispute Resolution Chamber Principles can nevertheless be complied with.

These Regulations give a member association scope to define the exact regulatory or procedural framework of an NDRC with flexibility, in particular with respect to the following provisions.

- Article 1 In accordance with article 2 paragraph 1 of the National Dispute Resolution Chamber Recognition Principles: "Member associations that wish to operate a national dispute resolution system recognised by FIFA shall establish such a system as a national dispute resolution chamber (NDRC), or under an equivalent name." As such, member associations are free to adopt a different name for their respective decision-making body.
- Article 2 paragraph 1 Flexibility is provided with respect to the exact composition of the NDRC, only as long as the principles of parity and equal representation between employees and employers are strictly complied with.
   For the avoidance of doubt, the quantities of members indicated in article 2 only serve as an example, and therefore, member associations can deviate from such examples.
- Article 2 paragraph 3 Flexibility is provided with respect to the term limits of the members of the NDRC, since the terms indicated in this provision serve as an example for member associations. A member association may also decide not to impose term limits.

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- Article 3 paragraphs 4 and 5 The NDRC may establish a different process to object their members, provided that an effective legal remedy is granted in case of doubts concerning the impartiality of a member.
- Article 4 The NDRC may also adjudicate on other matters not related to the contractual relationship between employees and employers.
- Article 5 Flexibility is provided with respect to adjudication by the NDRC as long as the principles of parity when constituting the tribunal and equal representation between employees and employers are complied with. Specifically, it is also generally possible that disputes are always heard by a panel of three (or more) members.
- Article 6 A degree of flexibility is provided with respect to applicable law(s) in view of specific national circumstances, requirements, as well as other laws/rules/regulations that may need to be taken into account, as long as the relevant article provides clarity as to which sets of rules are applicable, which must include the relevant member association's statutes and regulations. For the avoidance of doubt, the applicable laws listed in article 6 constitute FIFA's recommendations intended as guidance for member associations.
- Article 7 A degree of flexibility is provided with respect to the language of the proceedings, and a member association may choose English as an additional language of the proceedings.
- Article 8 A degree of flexibility is provided with respect to the medium of communication. Therefore, the NDRC may establish a different medium other than email to carry out communication, provided that it is sufficient to establish time limits and its observance.
- Article 12 A degree of flexibility is provided with respect to the exact time limits. The time limits indicated in this provision serve as an example for member associations. However, the time limit may not be longer than 40 days or shorter than 24 hours, barring in exceptional circumstances.
- Article 14 As per the National Dispute Resolution Chamber Recognition Principles, the principle of access to justice shall be met. As a consequence, no advance of costs shall be payable for the lodging of claims related to, or arising out of, the contractual relationship between employees (players or coaches) and employers (affiliated clubs) and these disputes before the NDRC shall be free of charge. For the avoidance of doubt, should an NDRC also adjudicate on other matters (not related to the contractual relationship between employees and employers), other rules regarding costs may be adopted for such matters.
- Article 18 A degree of flexibility is provided with respect to claims before an NDRC. Additional requirements may be implemented, provided that they do not unduly restrict access to justice.

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- Article 20 A degree of flexibility is provided with respect to whether or not second rounds of submissions are generally granted, provided that the parties' right to be heard is, in principle, always respected.
- Article 21 The content and principle of article 21 is mandatory. However, a degree of flexibility is provided with respect to the exact procedural technicalities when implementing it.
- Article 22 The content and principle of article 22 is mandatory. However, a degree of flexibility is provided with respect to whether or not an NDRC wishes to hold a hearing, provided that the general principle of the parties' right to be heard is always respected.
- Article 24 The content and principle of article 24 is mandatory. However, an NDRC may also choose to always directly notify the grounds of a decision.
- Article 26 A degree of flexibility is provided with respect to appeals. In case
  the parties are provided the right to appeal a decision of the NDRC, the NDRC
  regulations must establish which body will act as the appeal body from one
  of the three options mentioned in article 26 paragraph 1. The NDRC may
  establish a different time limit for appeals to that mentioned in article 26
  paragraph 2. However, it may not be shorter than five days or longer than
  30 days. The NDRC may choose to establish its decisions to be final and
  binding and not subject to appeal.
- Article 27 Article 27 is not mandatory. However, its content is generally recommended as a matter of proper administration of justice.

For the avoidance of doubt, the content and principles of the remaining articles are mandatory.



#### INTRODUCTORY PROVISION

#### Article 1: Scope

These Regulations govern the organisation, composition and functioning of the NDRC established within the framework of the [Member Association].

#### **COMPOSITION AND STRUCTURE**

#### Article 2: Composition

- 1. The NDRC shall be composed of the following members:
  - a. Between two and ten employee representatives, with the appointment process adhering to the following principles.
    - If a players' association affiliated to FIFPRO exists at national level, the employee representatives shall be appointed at the proposal of such national players' association affiliated to FIFPRO.
    - ii. If a national players' association affiliated to FIFPRO does not exist, the employee representatives may be appointed at the proposal of another player representative organisation, however, only under the condition that the member association requesting recognition of its NDRC demonstrate to the comfortable satisfaction of the Dispute Resolution Chamber (DRC) that such representative body truly, genuinely and independently represents the will and interests of players at national level.
    - iii. If no organisations exist as per i) or ii) above, the process shall be based on that agreed by FIFA and FIFPRO.
  - b. Between two and ten employer representatives.

The employer representatives shall be appointed at the proposal of an employer representative organisation or, where no such organisation exists, the employer representatives shall be appointed by the clubs through a process organised by the relevant member association.

- c. The chairperson and deputy chairperson(s) must be appointed based on a consensus between the stakeholders involved in the appointment of the employee representatives, on the one hand, and the appointment of the employer representatives, on the other.
- d. The number of employee and employer representatives must be equal.



- 2. The chairperson and deputy chairperson(s) of the NDRC shall have legal qualifications. All employees and employer representatives shall have knowledge of the relevant law, football regulations, and or relevant experience in sports dispute resolution.
- **3.** As a general rule, formal appointment to the NDRC shall be undertaken by the executive body of the member association for a term of four years, which may be renewed.

#### Article 3: Independence and conflict of interest

- 1. Individuals appointed to the NDRC must not hold any other position within the member association (whether on its executive body or as part of its general secretariat).
- 2. Individuals appointed to the NDRC must not represent players, coaches or clubs in any dispute before the NDRC.
- 3. A member of the NDRC may not take part in deciding a matter if there is any legitimate doubt as to their impartiality, and shall disclose any circumstance that could give rise to a conflict of interest.
- 4. A party may challenge a member of the NDRC appointed to decide a matter if it believes that there is a legitimate doubt as to their impartiality. Any party who wishes to object to a member shall submit a written statement to the chairperson of the NDRC within five days of becoming aware of the grounds for the objection, failing which it will forfeit the right to do so. The petition shall contain a precise account of its grounds and the relevant evidence.
- 5. The decision on such challenge shall be made by the chairperson or deputy chairperson(s) of the NDRC. If the chairperson or deputy chairperson(s) is/are challenged by a party, the decision on such challenge shall be made by the non-challenged members of the NDRC appointed to decide a matter.





#### GENERAL PROCEDURAL RULES

#### **Article 4: Jurisdiction**

- 1. The NDRC has jurisdiction to hear disputes related to, or arising out of, the contractual relationship between employees (players or coaches) and employers (affiliated clubs).
- 2. As a general rule, the NDRC shall have jurisdiction to hear disputes of a national dimension. For disputes of an international dimension, the NDRC shall accept jurisdiction only if the relevant contract contains an express clause, which confers exclusive jurisdiction for disputes arising out of (or in connection with) the respective contract to the respective NDRC or if the exclusive jurisdiction of the NDRC is provided by a collective bargaining agreement established at national level.
- 3. The NDRC shall examine ex officio whether it has jurisdiction.

#### Article 5: Adjudication

Disputes before the NDRC shall either be adjudicated by the chairperson or deputy chairperson of the NDRC sitting as a single judge, or by a panel with a minimum of three members, including the chairperson or deputy chairperson(s). In all cases, the panel shall be composed of an equal number of employee and employer representatives.

#### Article 6: Applicable law

When making a decision, in principle, the NDRC shall apply:

- a. the [member association's] statutes and regulations;
- b. any applicable national law;
- c. any applicable collective bargaining agreement; and
- d. the specificity of sport.





#### Article 7: Language of the proceedings

The proceedings shall be held in [official language(s) of the member association] [or in English].

#### **Article 8: Communication**

- 1. Communication shall be carried out via email.
- Communication to the NDRC shall be addressed to the official email of the NDRC.
- **3.** Communication from the NDRC to the parties shall be sent by using the email address provided by the relevant party.

#### Article 9: Procedural rights and obligations

- 1. A party may file submissions, produce evidence and examine the case file before any decision is made.
- 2. The parties to a dispute must be treated equally.
- 3. A party shall always act in good faith, tell the truth and cooperate with any request for information made by the NDRC. The same obligations apply to any natural person or legal person under the jurisdiction of the member association that is not a party in a procedure but has been requested to contribute to a procedure of the NDRC.

#### Article 10: Submissions

- 1. Any submission to the NDRC not made in the official language pursuant to article 7 above will be disregarded.
- 2. Each party to a dispute is entitled to examine and comment on the allegations filed by the other party and attempt to rebut and disprove them with its own allegations and evidence.
- **3.** A party that receives a submission made by another party within the scope of a procedure shall maintain strict confidentiality on that submission, unless such disclosure is made to professional advisers or is required by law.



#### Article 11: Evidence

- 1. Any type of evidence may be produced. The NDRC has ultimate discretion as to the weight it gives to evidence and as to the admissibility of evidence produced. All the evidence upon which a party intends to rely must be filed in the original language or translated into the official language of [the relevant member association] pursuant to article 7 above.
- 2. The NDRC may consider and rely on any evidence not presented by the parties, including without limitation the evidence generated by or within the Transfer Matching Sytem and/or a domestic registration or transfer system, provided that each party has the right to comment on such evidence.
- 3. A party that asserts a fact has the burden of proving it.
- 4. Where the taking of evidence leads to costs incurred by testimonies or expert reports, the expense shall be borne by the party requesting the evidence.
- 5. The NDRC may, *ex officio*, or at the request of one of the parties, refuse to take evidence that it does not consider relevant or that would otherwise unnecessarily delay the proceedings.

#### Article 12: Time limits

- 1. The parties shall make their submissions within the time limits established herein. Time limits will commence the day after receipt of the relevant communication.
- 2. As a general rule, the time limits set by the NDRC may not be shorter than seven days or longer than 20 days. The time limit will commence the day after receipt of the relevant communication.
- 3. If the last day of a time limit coincides with an official public holiday or a non-working day in the place of domicile of the party required to comply with the time limit, or, if the party is being represented, in the place of domicile of its main legal representative, the time limit will expire at the end of the next working day.





- 4. A time limit is deemed to have been complied with if the action required or requested has been completed by the last day of the time limit in the place of domicile of the party, or, if the party is being represented, in the place of domicile of its main legal representative. Submissions and evidence filed outside the relevant time limit shall be disregarded.
- 5. Time limits set by the administration of the NDRC may be extended upon substantiated request submitted before the expiry of the relevant time limit.

#### Article 13: Confidentiality

All members of the NDRC shall maintain strict confidentiality on any case they decide and all matters that arise during the exercise of their duties.

#### Article 14: Procedural costs

Proceedings for disputes related to, or arising out of, the contractual relationship between employees and employers before the NDRC are free of charge, subject to article 11 paragraph 4.

#### Article 15: Efficient proceedings

The NDRC shall do its utmost to resolve all proceedings before it expeditiously. As a principle, a decision shall be rendered within no more than two months after the closure of the investigation of a matter.

#### **PROCEDURES BEFORE THE NDRC**

#### **Article 16: Parties**

Parties to procedures before the NDRC can be the clubs affiliated to the [member association] as well as players and coaches.

#### Article 17: Representation

A party may appoint an authorised representative to act on its behalf in any procedure. It shall provide a valid authorisation to be represented in the specific procedure.



#### Article 18: Claims

- 1. A claim shall contain at least the following:
  - a. The name, email address(es) and postal address(es) of the party
  - b. If applicable, the name, email address(es) and postal address(es) for notification of any authorised representative, and a copy of a written, specific and recent power of attorney
  - c. The identity and address(es) of the respondent(s)
  - d. A statement of claim, setting out full written arguments in fact and law, the full body of evidence and requests for relief
  - e. The date and a valid signature
- 2. If the claim is incomplete, the NDRC will inform the claimant and request rectification. If the claim is not rectified within the time limit given, it will be deemed to be withdrawn. The claim may, however, be resubmitted.

#### Article 19: Response to the claim and counterclaim

- 1. After determining that the claim is complete, the NDRC will request that the respondent(s) submit their response to the claim within the time limit granted. If the respondent(s) fail(s) to submit a response to the claim within the time limit, a decision will be made based on the file.
- 2. The respondent(s) may submit a counterclaim with their response to the claim. A counterclaim shall have the same form as a claim and shall be submitted within the same time limit as that for the response to the claim.
- **3.** Should the response to the counterclaim refer to matters which did not form part of the counterclaim, those matters will not be considered.

#### Article 20: Second round of submissions

The NDRC will decide, where necessary, whether there will be a second round of submissions.





#### Article 21: Closure of submission phase

- 1. The NDRC will notify the parties of the closure of the submission phase of the procedure. After such notification, the parties may not supplement or amend their submissions or requests.
- 2. The NDRC may request additional information and/or documentation at any time within the scope of a procedure.

#### Article 22: Deliberations

- 1. The NDRC shall, as a principle, make a decision based on the written file. Hearings will be held only in exceptional circumstances.
- 2. Deliberations may be held electronically or in person and shall be kept confidential.
- 3. The NDRC shall reach a decision by a simple majority of the appointed panel. The chairperson of the meeting and the other members present have one vote each. If the votes are equal, the chairperson for that matter will have the casting vote.

#### Article 23: Form and content of decisions

The NDRC shall deliver a decision in writing that states at least the following:

- a. The date on which the decision was passed
- b. The names of the participating members of the deciding body
- c. The names of the parties and any representatives they may have
- d. The parties' requests for relief
- e. The findings of fact and of law
- f. The ruling (including, where applicable, an allocation of costs)
- g. The signature of the presiding member
- h. If applicable, an indication of the legal remedies available (stating the form of the appeal, the authority and the time limit)
- i. The consquences of non-compliance with the decision



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#### Article 24: Notifications of decisions

- 1. A decision shall be notified to the parties to the relevant dispute within a reasonable time frame and without undue delay.
- 2. Notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party that they represent.
- 3. Decisions enter into force as soon as notification occurs.
- 4. Generally, a party will be notified of the operative part of the decision as soon as possible after the relevant decision is passed. Decisions that immediately impose sporting sanctions against a party shall only be communicated with grounds.
- 5. A party has ten calendar days from notification of the operative part of the decision to request the grounds of the decision. Failure to comply with the time limit will result in the decision becoming final and binding and the party will be deemed to have waived its right to file an appeal. The time limit to lodge an appeal begins upon notification of the grounds of the decision.
- 6. Obvious mistakes in decisions and obvious procedural errors discovered after a decision is rendered may be corrected, *ex officio* or on application, by the NDRC that passed the decision. Where a decision has been corrected, regulatory time limits will commence from the time of notification of the rectified decision.

#### Article 25: Publication of decisions

- 1. The NDRC shall publish its decisions on the website of the relevant member association.
- 2. Where a decision contains confidential information, a party may request within five days of the notification of the decision that the NDRC publish an anonymised or a redacted version.
- **3.** In decisions involving minors, only an anonymised or redacted version that protects the identity of the minor(s) concerned may be published by the NDRC.





#### APPEALS

#### Article 26: Appeals

1. Decisions rendered by the NDRC can be appealed as follows:

[Before a decision-making body within the framework of the member association, provided that the decision-making body guarantees fundamental procedural principles and complies with the principle of equal representation between employees and employers]

[Before a decision-making body agreed on the basis of a valid collective bargaining agreement]

[Before the Court of Arbitration for Sport]

2. Parties have a time limit of 21 days to appeal a decision rendered by the NDRC. The 21-day time limit for appeals will begin as from the day on which the grounds of the decision have been notified.

#### **FINAL PROVISIONS**

#### Article 27: Exemption from liability

The members appointed to the NDRC may not be held liable for any action or omission relating to any decision or procedure undertaken in accordance with applicable regulations.

#### Article 28: Disciplinary matters

- 1. The [Member Association Disciplinary Committee] and, as applicable, the [Member Association Ethics Committee] shall be competent to impose sanctions on members of the NDRC that violate the procedural rules of the NDRC in accordance with the [Member Association Disciplinary Code and the Member Association Code of Ethics].
- 2. Any decision passed by the NDRC shall be enforced by the relevant member association in accordance with the principles established under article 21 paragraphs 5 and 6 of the FIFA Disciplinary Code and in compliance with the applicable disciplinary regulations.

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#### Article 29: Adoption and enforcement

- 1. These Regulations have been adopted by [the statutorily competent body of the member association].
- 2. These Regulations come into force on (...) and shall apply to any proceedings lodged from said date.







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# FIFA®

# PROTECTION OF MINORS

Guide to submitting a Minor Application

SEPTEMBER 2020 EDITION



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### **MINOR APPLICATION GUIDE**





#### **INTRODUCTION TO THE MINOR APPLICATION GUIDE**

According to art. 19 par. 4 a) of the Regulations on the Status and Transfer of Players (**RSTP**), every international transfer according to art. 19 par. 2 of the RSTP and every first registration according to art. 19 par. 3 of the RSTP, as well as every first registration of a foreign minor player<sup>1</sup> who has lived continuously for at least the last five years in the country in which he/she wishes to be registered, is subject to the approval of the sub-committee appointed by the Players' Status Committee (**the sub-committee**) if the concerned minor player is at least 10 years old.

In this context, the relevant procedure for applying to the sub-committee for a first registration or an international transfer of a minor is contained in Annexe 2 to the RSTP<sup>2</sup>. In accordance with art. 1 par. 1 of Annexe 2 to the RSTP, such applications must be submitted and managed through the Transfer Matching System (**TMS**).

Art. 5 par. 2 of Annexe 2 to the RSTP provides a general list of documents that have to be submitted in support of the application.

Against this background and in order to have a more comprehensive overview of the specificities surrounding each exception, the following "Minor Application Guide" provides an overview and outlines the relevant documents to be included in the application depending on the various individual circumstances surrounding the international move of a minor player.

In this regard, it is to be noted that in accordance with art. 7 of Annexe 2 to the RSTP, if a document is not available in one of the four official languages of FIFA, the association shall also submit either a translation of the document in one of the four official languages of FIFA, or official confirmation from the association concerned summarising the pertinent facts of each document in one of the four official languages of FIFA.

Finally, please note that whereas the FIFA administration is responsible for the investigation of the facts of each case, only the competent bodies of FIFA, *in casu*, the sub-committee, can render a decision based on the specific circumstances of each application. Therefore, the Minor Application Guide is meant merely to serve as a guideline for the administrative application process.

1. A minor is defined as a player who has not yet reached the age of 18 (cf. definition number 11 in the RSTP).

2. An overview of the complete procedure can be found on page 12.



FIFA GUIDE TO SUBMITTING A MINOR APPLICATION

Documents to be submitted

# **MINOR APPLICATION GUIDE**

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Wen ent of the new association explaining the specific circumstances <sup>8</sup>																
Death certificate of the player's parent(s)						>	>							>	>	>
Documentation corroborating that the player's parent moving to or residing in the the player' the player'																
Request for approval of first registration or international transfer		5	5		>		>		>	>	>	>	>	>	>	>
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Other documents corroborating the reason invoked <sup>3</sup>			>		>		>		>			>			>	
Work permit of the player's parent(s)		>		>		>		>			>			>		
player's parent(s) <sup>2</sup> playment contract of	dw3	>		>		>		>			>			>		
اoyment contract of the er' and Work permit of player'	t put blay Emp	<b>&gt;</b>	>	>	>	>	>	>	>	>	>	>	>	>	>	>
: the RSTP asons not linked to football"	SS	The player's parents' new country of residence is the country where the player intends to be registered	The player's parents' new country of residence is the country where the player intends to be registered	The player follows his custody-holding parent that is moving to the new country for employment	The player follows his custody-holding parent that is moving to the new country for another reason not linked to football	The player follows his living parent that is moving to the new country for employment	The player follows his living parent that is moving to the new country for another reason not linked to football	The player's custody-holding parent resides in the new country for employment	The player's custody-holding parent resides in the new country for another reason not linked to football	The player's custody-holding parent has always resided in the country to which the player moves	The player follows his/her appointed legal guardian who moves to the new country for employment	The player follows his/her appointed legal guardian who moves to the new country for another reason not linked to football	The player joins his/her appointed legal guardian who already resides in the new country	The player follows his/her appointed legal guardian that is moving to the new country for employment	The player follows his/her appointed legal guardian that is moving to the new country for another reason not linked to football	The player moves internationally to join his/her legal guardian who already resides in the new country
<b>Exception:</b> <b>Art. 19 par. 2 a) of the RSTP</b> "The parents of the player moved for reasons not linked to football"	Circumstances	iis/her parents that ew country for	vis/her parents that ew country for linked to football	still alive		leceased		The player resided with one parent and now moves internationally to a new country to join the other custody-holding parent			Parental authority taken away from the player's parents and awarded to a third parson (legal guardian) by a guardian) by a			Parental authority awarded to a third person (legal guardian) by a national authority*		
		The player follows his/her parents that are moving to the new country for employment	The player follows his/her parents that are moving to the new country for another reason not linked to football	The player clowow shifther pur- are moving to the new coun another reason not linked to Parent not moving still alive		Parent not moving deceased		Both player's parents are still alive						Both player's parents deceased		
"The par		International move of <u>both</u> of	the player's biological parents		International move of one of the navor's	International move of one of biological parents		International move of neither of the player's biological parents								

In such case, the documentation referring to the player's parents should relate to the player's legal guardian.

This documentation is required only in the case of the registration of a professional player. In such a case, the contract provided must contain all essential elements (including start and end date, remuneration, signatures, etc.), as well as its annexes. Instead of an employment contract, an employment certificate (confirming the employment, position and date of contract) or a company registry (in case of self employment) can also be provided. Explanatory statement from the player's parent(s) as to the reason for the move, along with documents corroborating the reason invoked. The player's pirith data and fillation. Such as government-issued ID card or passport. Such as prediced the registration of the player's print data and fillation. Such as government-issued ID card or passport. The provided in place start date in the new country. To be uploaded in place of the documents contract or a contract or a contract, and the (moving) parent. To be uploaded in place of the documents normally provided under the categories "Employment contract – player's parent(s) other documents normally provided under the categories "Employment contract – player's parent(s) other documents normally provided under the categories "Employment contract – player's parent(s) other documents normally provided under the categories "Employment contract – player's parent(s) other documents normally provided under the categories "Employment contract – player's parent(s) other documents normally provided under the categories "Employment contract – player's parent sources conclusting the reason invoked " an "Work permit – player's parents". 



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	oof of birth (birth certificate) of	Ъ,	
	ngloyment contract of the player' אארא player' עם Work permit of the player'		<b>&gt;</b>
	<b>Exception:</b> <b>Art. 19 par. 2 a) of the RSTP*</b> "The player is moving for humanitarian reasons with his/her parents"	Circumstances	The player is moving internationally to the new country with one or both of his/her parents who cannot be expected to return to their country of origin or their previous country of residence given that their lives or freedom would be threatened on account of race, religion, nationality, membership of a particular social group or political opinion.

- Cf. FAQs, question 13.
- This documentation is required only in the case of the registration of a professional player. In such a case, the contract provided must contain all essential elements (including start and end date, remuneration, signatures, etc.), as well as its annexes.
- Proof of birth must contain the player's date of birth and filiation ∠. w. 4.
  - Such as government-issued ID card or passport.
- A copy of the decision taken by the relevant national authority that grants the player's parent(s) the status of refugee(s) or "protected person(s)", or alternatively, an official confirmation from the relevant national authority that the player's parent(s) the status of refugee(s) or "protected person(s)", or alternatively, an official confirmation from the relevant national authority that the player's parent of the player's parent(s) have been admitted to the procedure for being granted the right of asylum, as well as a copy of the temporary residence permit of the player's parents in the host country. The FIFA administration and the sub-committee understand that said documents may contain privileged and/or sensitive data. Therefore, they will be treated as strictly confidential and will only be used within the scope of the minor application. In particular, they will not be disclosed, under any circumstance, in full or in part, to third parties not involved in the decision-making process related to the minor application in question.
  - Proof of residence must have been recently issued and indicate the residence start date in the new country. ю. Ю
- A declaration issued by the football association of the minor player's host country indicating whether the club with which the player wishes to be registered is professional or purely amateur (club without a professional team and financial or de facto links to a professional club). without legal,
- where solub at the association of his/her home country (or any other the player is currently registered or has ever been registered with a club at the association of his/her home country (or any other country) and, if the date when he/she played the last official match for that club. In case of doubts as to the registration with a club in the country of the player's nationality and possible former club, confirmation issued by the FIA Players' Status Department whether the player has indeed been registered with that club is required .



Documents to be submitted	Employment contract of the player' of the player <sup>2</sup> Proof of identity and nationality of the player <sup>3</sup> of the player <sup>3</sup> bocumentation of academic education <sup>4</sup>		EU/EEA	ty of an eviously < < < < <	
	<b>Exception:</b> <b>Art. 19 par. 2 b) of the RSTP</b> "The player is over 16 and is moving within the territory of the EUJEEA"		The player holds the nationality of an EU/EEA member state	The player does not have the nationality of an EU/EEA member state and has been previously registered with a club within the territory of the EU/EEA in accordance with the RSTP	The player has the nationality of an EU/EEA member state
			The player moves from a country outside the territory of the EU/EEA to an EU/EEA country	The player moves from one EU/EEA country to another	EU/EEA COUNTRY

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This documentation is required only in the case of the registration of a professional player. In such a case, the contract provided must contain all essential elements (including start and end date, remuneration, signatures, etc.), as well as its annexes. 

Proof of birth must contain the player's date of birth and filiation

Such as government-issued ID card or passport. ~. ~. 4.

The documentation of academic education must include a signed and stamped statement issued by the relevant academic provider that confirms the player's enrolment, the qualification the player will receive upon completion of the course, the player's expected date of graduation, and a signed weekly academic schedule of the player that clearly indicates the days on which each class meets and the duration of each class.

signed and stamped confirmation issued by the club wishing to register the player that states that the club will provide the player with accommodation and indicates the address of said accommodation as well as the name of the person responsible for the player. <u>ں</u> . Ö

Proof of adequate football education and/or training in line with the highest national standards requires the submission of the following documentation and information:

- for male players, the club's training category in accordance with art. 4 pars 1 and 2 of Annexe 4 to the RSTP regarding training compensation; for female and/or futsal players, a statement from the association concerned (along with any relevant documentary evidence) confirming that the applicant club is deemed to be in "line with the highest national standards" of women's football and/or futsal education in that country;
   the player's weekly football training schedule (including the day and duration of each training session);
   a statement of the club wishing to register the player that specifies the team of the club that the player will be joining.



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	ct of	olayer <sup>1</sup> loyment contra		>	>	>	>	>	>	
	Exception: Art. 19 par. 2 c) of the RSTP Both player and club are within 50km of their common border and the distance between the two is less than 100km" Circumstance		The player's parents have always resided at their current address	The player's parents have been residing at their current address for a considerable period of time	The player's parents have recently moved within their country of residence to their current address	The player's parent has always resided at the current address	The player's parent has been residing at the current address for a considerable period of time	The player's parent has recently moved within the country of residence to the current address		
			Exception: . 19 par. 2 c) of the ub are within 50km of their e between the two is less t			The player's parents are not moving	internationally		The player's parent is not moving internationally	
					Exc. t. 19 par. ub are within te between th		The player resides with both biological	parents		The player resides with a custody-holding parent
					The distance from the player's domicile to the closest	common border of the neighbouring association is not more than 50km	The distance from the closest common border of the	neighbouring association to the club's headquarters is not more than 50km		
				The distance between the distance player's domicile and the fub's not more than 100km than 100km fub's						

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**PROTECTION OF MINORS** 

- This documentation is required only in the case of the registration of a professional player. In such a case, the contract provided must contain all essential elements (including start and end date, remuneration, signatures, etc.), as well as its annexes.
  - Proof of birth must contain the player's date of birth and filiation.
- Such as government-issued ID card or passport. Proof of residence must have been recently issued and indicate the residence start date at the current address.
  - The distance between the player's domicile and the club's headquarters, measured in terms of the "route travelled", must not be more than 100km. Moreover, the distance between the player's domicile/club's headquarters and the closest common border, measured in point-to-point distance (aka "as the crow flies"), must not be more than 50km. In this regard, a screenshot/snapshot of Google Maps showing the aforementioned can be provided. Such as Divorce decree (where applicable) or authorisation of the other parent. ы. 4 м ю
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	Exception: Art. 19 par. 2 d) of the RSTP "The player is moving for humanitarian reasons		Circumstances	The player is moving internationally to the new country without his/her parents and cannot be expected to return to his/her country of origin or his/her previous country given that his/her life or freedom would be threatened on account of race, religion, nationality, membership of a particular social group or political opinion.

- This documentation is required only in the case of the registration of a professional player. In such a case, the contract provided must contain all essential elements (including start and end date, remuneration, signatures, etc.), as well as its annexes
- Proof of birth must contain the player's date of birth and filiation

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**PROTECTION OF MINORS** 

- Such as government-issued ID card or passport. N M A
- A copy of the decision taken by the relevant national authority that grants the player the status of refugee or "protected person", or alternatively, an official confirmation from the relevant national authority that the minor player has been admitted to the procedure for being granted the right of asylum, as well as a copy of his/her temporary residence permit in the host country. The FIFA administration and the sub-committee understand that said documents may contain privileged and/or sensitive data. Therefore, they will be treated as strictly confidential and will only be used within the scope of the minor application. In particular, they will not be disclosed, under any circumstance, in full or in part, to third parties not involved in the decision-making process related to the minor application in question.
  - copy of the decision of the competent national authority regarding the current legal custody of the minor player.  $\overline{\triangleleft}$
- A declaration of consent issued by the party that has custody of the minor player consenting to the player's registration with the club of the host country's football association.
- A declaration regarding the current situation and whereabouts of the player's biological parents that is provided by the minor player, or the association of the player's host country, or any other competent authority. A declaration issued by the football association of the minor player's host country indicating whether the club with which the player wishes to be registered is professional or purely amateur (club without a professional team and
- A declaration issued by the minor player indicating whether he/she has ever been registered for a club in his/her home country (or any other country) and, if so, whether the player was previously registered as an amateur or a without legal, financial or de facto links to a professional club). <u>б</u>
- Such request should, where possible, be accompanied by confirmation as to whether the player is currently registered or has ever been registered with a club at the association of his home country (or any other country) and, if so, the professional; this documentation is required only in the case of an international transfer. 10.
- date when he played the last official match for that club. In case of doubts as to the registration with a club in the country of the player's nationality and possible former club, confirmation issued by the FIFA Players' Status Department whether the player has indeed been registered with that club is required

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	of identity and nationality of the player <sup>2</sup>	Proot	>	>	>
	of birth (birth certificate) of the player <sup>1</sup>	Prooi	>	>	>
	<b>Exception:</b> <b>Art. 19 par. 2 e) of the RSTP</b> "The player is an exchange student undertaking an academic programme abroad"	Circumstances	The duration of the player's academic study abroad programme and the duration of the player's envisaged registration is less than a year y	The duration of the player's academic study abroad programme is longer than a year, but the player is turning 18 in less than a year	The duration of the player's academic study abroad programme is longer than a year, but there is less than a year of the programme remaining
	<b>Art.</b> "The player is.		The player's new club has purely	amateur status (club without a professional team and without legal, financial	professional club)

- Proof of birth must contain the player's date of birth and filiation
  - Such as government-issued ID card or passport.
- Official information about the exchange programme (name, purpose, funding, duration, etc.) provided by the organisers of the exchange programme.
- A copy of the registration form for the relevant exchange programme signed by the minor player and/or his parents. Confirmation, issued and signed by the organisers of the exchange programme or the minor player's parents, that the minor player will return to his/her home country upon completion of the programme. Confirmation, issued and signed by the minor player's academic institution (school/college) in his/her host country, that indicates the dates of the envisaged duration of the minor player's academic institution (school/college) in his/her host country, that indicates the dates of the envisaged duration of the minor player's academic institution (school/college) in his/her host country, that indicates the dates of the envisaged duration of the minor player's academic institution (school/college) in his/her host country, that indicates the dates of the envisaged duration of the minor player's academic institution (school/college) in his/her host country, that indicates the dates of the envisaged duration of the relevant studies a detailed timetable of the - сі м. <del>1</del>. ю.
- player's classes.
  - Confirmation of the player's participation in the relevant exchange programme, issued by the minor player's academic institution in his/her home country. <u>к</u>. ю. б
- Specific details concerning the supervision and accommodation of the minor player during the exchange programme that include, in particular, the exact name and address of the player's host parents. A declaration issued by the football association of the minor player's host country indicating whether the club with which the player wishes to be registered is professional or purely amateur (club without professional team and without
  - legal, financial or de facto links to a professional club), as well as the exact start and end dates of the envisaged registration of the player.
- A declaration of consent issued by the minor player's host parents consenting to the player's registration with the club of the host country's football association. A declaration of consent issued by the minor player's own parents consenting to the player's registration with the club of the host country's football association. 10.



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	Exception: Art. 19 pars 3 and 4 of the RSTP	"Player is registering for the first time and has lived continuously for the last five years in the country of intended registration prior to this request"	Circumstances	Player has lived <u>continuously for the last five years</u> in the country of intended registration prior to the request

This documentation is required only in the case of the registration of a professional player. In such a case, the contract provided must contain all essential elements (including start and end date, remuneration, signatures, etc.), as well as its annexes.

Proof of birth must contain the player's date of birth and filiation.

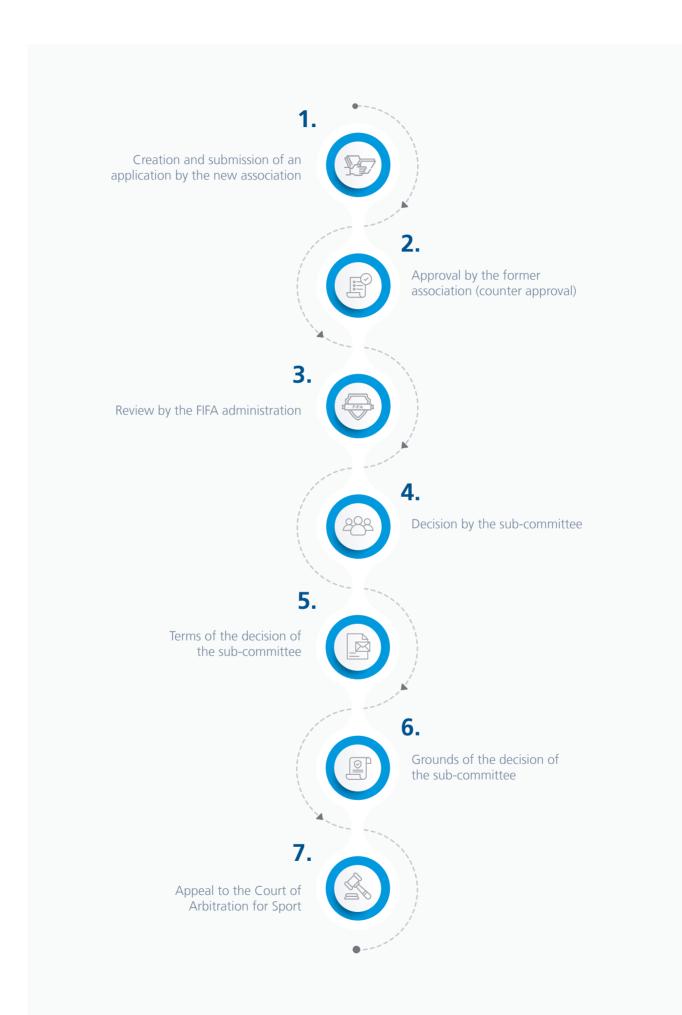
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Such as government-issued ID card or passport. Proof of residence must have been recently issued and indicate the player's residence start date at the current address. Alternatively, the association can submit the player's school records duly signed and recently issued by the relevant academic institution, provided that said records clearly indicate that the player has been enrolled without interruption over the last five years at said institution.

## MINOR APPLICATION PROCESS

TABLE OF CONTENTS FIFA LEGAL HANDBOOOK





#### PROCESS

#### 1. Creation and submission of an application by the new association

After having gathered all the mandatory documents from the player, his/her parent(s) and/or the affiliated club, the new association will be responsible for creating the minor application and entering all the relevant information in TMS (cf. art. 5 of Annexe 2 to the RSTP).

For each minor application, the new association must upload the mandatory documents in PDF format (the overview of the relevant documents to be uploaded depending on the various individual circumstances surrounding the international move of a minor player can be found in the Minor Application Guide – cf. pages 5 to 11).

#### 2. Approval by the former association (counter approval)

If a request for approval of an international transfer (except when humanitarian reasons are invoked) is submitted, the former association will be given access to the documents in TMS. It will then have seven days to (i) submit a statement through TMS in relation to the minor application and (ii) either approve or dispute said application (cf. art. 6 pars 1 and 2 of Annexe 2 to the RSTP).

If there is no response from the former association within seven days, the minor application will automatically be transmitted to FIFA via TMS for review and decision.

#### 3. Review by the FIFA administration

Upon receipt by the FIFA administration, the minor application is assigned to a case handler who will be responsible for reviewing the information and the documentation submitted.

During the review, the FIFA administration may request additional information and/ or documentation via TMS to the parties involved in order to supplement the minor application initially submitted. The party concerned must submit its response, along with the requested information and/or documentation, via TMS within the deadline given.

Once the review is complete, the FIFA administration makes a proposal which is submitted – together with the minor application – to the member(s) of the sub-committee for decision. It should be noted that the proposal made by the FIFA administration to the member(s) of the sub-committee is merely a (non-binding) recommendation.

#### 4. Decision by the sub-committee

Upon receipt of the minor application, the member(s) of the sub-committee analyse(s) the case and submit(s) its decision in TMS.

#### 5. Terms of the decision of the sub-committee

Once the member(s) of the sub-committee submit(s) the decision in TMS, the terms of the decision will be legally (and automatically) notified to the association(s) concerned via TMS (cf. art. 9 pars 1 and 2 of Annexe 2 to the RSTP).



The terms of the decision will state whether the application is "Accepted", "Rejected" or "Not admissible".

If the minor application is accepted, the parties concerned can complete the relevant steps leading to the player's transfer or first registration.

#### 6. Grounds of the decision of the sub-committee

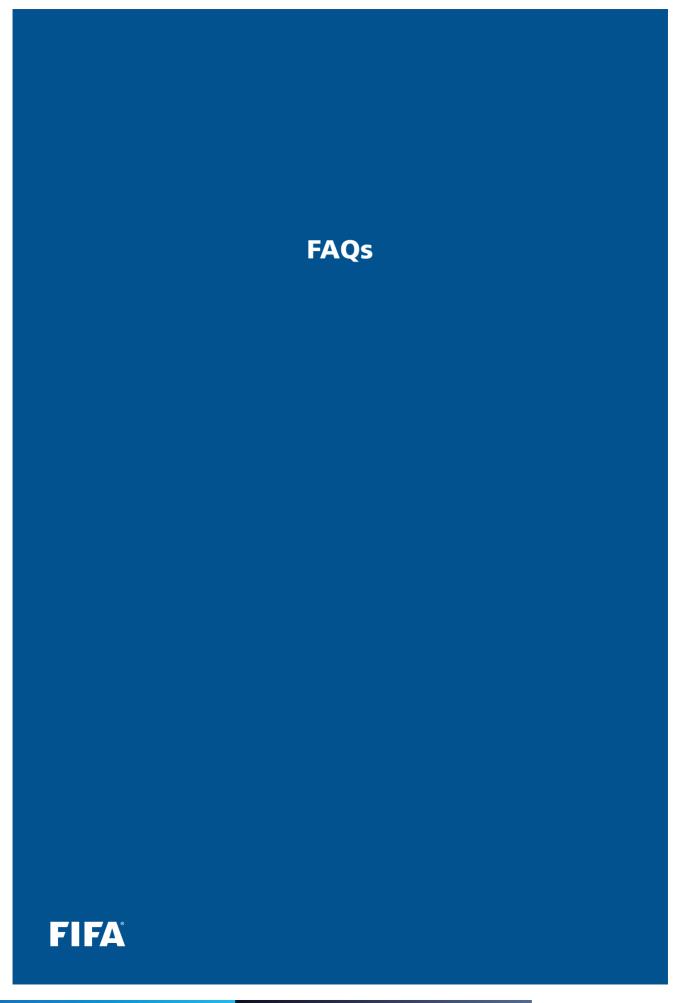
The association(s) concerned has/have ten days from the date of notification of the terms of the decision to request the grounds of the decision. Failure to do so will result in the decision becoming final and binding (cf. art. 9 par. 2 of Annexe 2 to the RSTP).

If an association requests the grounds of the decision, the motivated decision will be notified to the association(s) in full, written form via TMS.

#### 7. Appeal to the Court of Arbitration for Sport

According to art. 58 par. 1 of the FIFA Statutes, the sub-committee's decision may be appealed before the Court of Arbitration for Sport (**CAS**) within 21 days of the notification of the grounds of the decision.







#### **INTRODUCTION TO THE FAQs**

Over the years, several questions have been raised about the minor application process (cf. art. 19 par. 4 of the RSTP in conjunction with Annexe 2). Some of them, which have been frequently asked, have been compiled in this section in order to provide practical advice while clarifying various aspects and situations that the FIFA administration has come across from the minor applications it has received in the past.

The questions are grouped from general to specific questions relating to each of the exceptions of art. 19 of the RSTP.

Finally, please note that the FAQs are meant merely to serve as guidelines for the administrative process of minor applications in the TMS, but can by no means influence any decision to be taken by the sub-committee.



#### I. GENERAL QUESTIONS

# 1. When does an international transfer or a first registration of a minor player occur?

If a minor player has never been registered at an association for the purpose of playing organised football<sup>1</sup> in his/her life and wants to be registered (for the first time) with a club affiliated to a member association, his/her registration constitutes a first registration.

If a minor player is registered at an association and now wants to be registered with a new club affiliated to another association, his/her registration with his/her new club constitutes an international transfer, i.e. said move would be subject to an International Transfer Certificate (**ITC**) as per art. 9 of the RSTP.

# 2. Is the <u>first registration</u> of a <u>national</u> minor player subject to the sub-committee's approval?

According to art. 19 par. 3 of the RSTP, the provisions of art. 19 (including those related to the mandatory prior approval of the sub-committee) also apply to any player who (i) has never previously been registered with a club, (ii) is not a national of the country in which he/she wishes to be registered for the first time, and (iii) has not lived continuously for the last five years in said country.

As such, the first registration of a minor player holding the nationality of the country where he/she wishes to be registered is not subject to the sub-committee's approval.

In this regard, it has to be noted that it is the responsibility of the association wishing to register the player to act with due diligence when investigating whether the player was previously registered or not.

## **3.** Is the international transfer of a national minor player subject to the sub committee's approval?

Where an international transfer of a minor player occurs, i.e. when the issuance of an ITC is needed<sup>2</sup>, the prior approval of the sub-committee is <u>always required</u> regardless of the minor player's nationality, that is to say, also in cases where the minor player is a national of the country where he/she wishes to be registered.

## 4. What is the situation for a minor player who stopped playing football and subsequently wants to be (re-)registered?

In this particular situation, professionals who end their careers upon expiry of their contracts and amateurs who terminate their activity remain registered at the association of their last club for a period of 30 months (cf. art. 4 of the RSTP).

As such, if a minor player was previously registered at an association, but subsequently stopped playing, the date of his/her last appearance for his previous club in an official match would have to be taken into account in order to determine whether his/her registration with

1. Cf. definition number 6 in the RSTP.

2. Cf. also question 1 supra.



his/her new club constitutes a potential (international) transfer (if his/her last appearance for his/her previous club in an official match occurred less than 30 months prior to the envisaged registration) or a first registration (if his/her last appearance for his previous club in an official match occurred more than 30 months prior to the envisaged registration).

# 5. What is the standard of proof used by the sub-committee to evaluate whether one of the exceptions is fulfilled?

In accordance with the jurisprudence of the sub-committee, the member association applying for the registration of a foreign minor player on the basis of one of the exceptions of art. 19 par. 2 of the RSTP must prove "beyond reasonable doubt"<sup>3</sup> that the requirements of said exception are met.

# 6. How old can the documents submitted in the context of a minor application be?

As a general rule, the sub-committee considers that, where possible, the documents provided should have been issued recently.

In particular, according to constant jurisprudence of the sub-committee, most of the documents submitted (particularly the relevant proof of residence) should have been issued:

- (i) less than <u>six months</u> prior to the submission of the minor application in TMS by the relevant member association, in case the minor application is submitted on behalf of a purely <u>amateur club</u> (cf. art. 2 of the RSTP); or
- (ii) less than <u>three months</u> prior to the submission of the minor application in TMS by the relevant member association, in case the minor application is submitted on behalf of a <u>professional club</u>.

#### 7. Are the decisions rendered by the sub-committee published?

In accordance with art. 20 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber, the FIFA administration may publish decisions issued by the Players' Status Committee or the Dispute Resolution Chamber. This provision also applies to the decisions rendered by the sub-committee.

Nevertheless, in order to safeguard the privacy and/or safety of the parties involved, while keeping in mind the confidentiality of the information and documentation provided in the context of a minor application (cf. question 8 *infra*), the FIFA administration would only publish anonymised and/or redacted versions of the decisions passed by the sub-committee.

The decisions are published on legal.fifa.com.

3. CAS 2013/A/3140 A. v. Atlético Madrid & RFEF & FIFA, CAS 2015/A/4312 John Kenneth Hilton v. FIFA and CAS 2017/A/5244 Oscar Bobb & Associação Juvenil Escola de Futebol Hernâni Gonçalves v. FIFA.



# 8. What about data protection regarding the documentation to be provided in TMS within the context of a minor application?

The information provided in TMS and contained in the system is strictly confidential.

This is all the more important for the FIFA administration and the sub-committee regarding documents and information related to minors and/or their parents.

The FIFA administration and the sub-committee understand that said documents may contain privileged and/or sensitive data. Therefore, they are treated with <u>strict confidentiality</u> and are <u>only used within the scope of the minor application</u>. In particular, this information will not, under any circumstance, be disclosed, either in full or in part, to third parties not involved in the decision-making process related to the minor application in question (such third parties may include the authorities of the player's former country and the player's country of origin, in cases where humanitarian reasons are invoked – cf. also answer to question 14 *infra*).



#### II. ART. 19 PAR. 2 A) OF THE RSTP - GENERAL

## 9. What reasons – other than work-related reasons – are covered by the scope of this exception?

Although work is recognised as the most common reason leading a family to move from one country to another, the sub-committee recognises other reasons as the basis for a move, including:

- better education of the player and/or his parents;
- better living conditions;
- return to the country of origin;
- family reunion/reunification;
- investment;
- medical reasons; and
- retirement.

The above-mentioned list is obviously not exhaustive and serves merely as a guideline for the type of reasons that have been invoked in the context of minor applications submitted to the sub-committee in the past.

In relation to the above, in order to ease the process, associations may submit an explanatory statement from the player's parents regarding the reason that led them to move to the new country, along with the relevant documentary evidence supporting said statement, such as:

- school certificates indicating the date of the player's enrolment (if the move occurred for educational reasons);
- proof of residence from relatives (if applicable) living in the country where the player's parents moved (if the move occurred for family reunion or if the player's parents return to their country of origin);
- medical certificates in support of the medical reason invoked, if applicable;
- proof of investment made in the new country indicating in particular, the reasons for said investment and the date when it was made.

For the sake of completeness, it needs to be clarified that, regardless of the reason invoked, these applications were only accepted by the sub-committee in situations where it was clear that the player's parents moved to the new country for the reason invoked and not for the player's football career.

# 10. Under which circumstances would a player moving with only one parent be accepted?

In accordance with the jurisprudence of the sub-committee, the player's move with only one parent has been accepted in the following circumstances:



- the player joins a parent who is already living abroad and who has shared (or full) custody of the player (the consent of the other parent is needed in case of shared custody);
- (ii) the player joins a parent who is already living abroad following the death of the other parent;
- (iii) the player joins a parent who is already living abroad after a national court awards full custody of the player to that parent; and
- (iv) the player moves abroad with a custody-holding parent for reasons not linked to football (the consent of the other parent and/or proof of custody is needed in such cases).

The above-mentioned list is obviously not exhaustive and serves merely as a guideline for the type of reasons that have been invoked before the sub-committee in the past.

## 11. Under which circumstances would a player moving without his/her parents be accepted?

Within the context of the exception outlined in art. 19 par. 2 a) of the RSTP, the sub-committee has recognised, only in very limited circumstances, the possibility for a player to move to a new country without his/her parents.

In particular, the sub-committee has accepted applications in the following very strict circumstances:

- (i) The player's legal guardianship has been withdrawn from the player's parents by a national court and been awarded to a third person or a relative;
- (ii) The player's legal guardianship has been withdrawn from the custody-holding parent by a national court and been awarded to a third person or a relative; and
- (iii) The player's parents passed away, as a consequence of which the player's legal guardianship was assigned to a third person or a relative.



#### **III. ART. 19 PAR. 2 A) OF THE RSTP – SPECIFIC SITUATIONS**

## 12. Can an application potentially be accepted if the player's parents are moving to the new country because of one of the player's parents' football career?

This question has been raised on many occasions in situations where one of the player's parents (i) is a (professional) football player, a football coach or working within the football industry, and (ii) moved with his/her family to a new country as a result of a professional opportunity.

Although literally speaking, in such cases the move of the player's parents is "linked to football", the sub-committee clarified on several occasions that (i) the provision of art. 19 par. 2 a) is aimed at preventing parents' moves motivated by the player's football career, and (ii) said exception could be applicable to situations where the move was motivated by one of the player's parents' football career.

# 13. The player's parents have not left their country of residence while the minor player was registered with a club abroad. The player now wants to be registered again with a club in his parents' country of residence. How should such cases be processed?

This situation refers to cases where:

- (i) the minor player was previously registered abroad on the basis of art. 19 par. 2 b), or art. 19 par. 2 d) of the RSTP and now wants to be registered (again) in the country where his/her parents are residing; or
- (ii) the minor player was previously registered abroad on the basis of art. 19 par.
   2 c) of the RSTP, while still residing with his/her parents in their country of residence, and now wants to be registered (again) in the country where his/ her parents are residing.

According to the strict wording of the RSTP, the aforementioned circumstances do not fall within the scope of the exception of art. 19 par. 2 a) of the RSTP which, as a general rule, requires the relocation of the player's parents. Nevertheless, it is deemed that a situation where the player has always lived or is living again with his/her parents in their country of residence, without them moving, is in line with the *ratio legis* of art. 19 par. 2 a) of the RSTP.

As such, it has been clarified that the member association wishing to register a minor player under these circumstances must submit an application on the basis of the exception outlined in art. 19 par. 2 a) of the RSTP.

In such cases, the member association should provide – in addition to the documentation already listed in the Minor Application Guide (cf. page 5) – an explanatory statement along with evidence that the player's parent(s) has/have been continuously residing in the country where the player wishes now to play while he/she was previously registered abroad. Said documentation would have to be uploaded in TMS under the category "Other".



#### 14. Is the reason "The minor player is moving for humanitarian reasons accompanied by his/her parents" in TMS an additional exception to those listed under art. 19 par. 2 of the RSTP?

No.

The above-mentioned reason is not an additional exception to the general principle outlined in art. 19 par. 1 of the RSTP, but rather a situation that would, in principle, fall under art. 19 par. 2 a) of the RSTP.

However, applications based on the reason "The minor player is moving for humanitarian reasons accompanied by his/her parents" require a specific (and distinct) procedure in order to ensure the appropriate protection of the minor player and his/her family.

As a matter of fact, in accordance with FIFA circular no. 1635, if an association submits an application prior to the international transfer of a minor moving for humanitarian reasons (if he/she was previously registered at the association of his/her nationality or any other association) via TMS, the former association will not have access to the information contained therein, it will not be invited to provide comments and it will not be notified of the sub-committee's decision.



#### IV. ART. 19 PAR. 2 B) OF THE RSTP

#### 15. Is the exception applicable to first registrations of players?

Although a first registration of a minor does not strictly speaking fall within the scope of art. 19 par. 2 b) of the RSTP, which requires a transfer within the European Union (**EU**) or the European Economic Area (**EEA**), a player who was not previously registered and has the nationality of an EU or EEA country will also benefit from the principle of free movement within the EU on the basis of said exception.

According to the well-established jurisprudence of the sub-committee, this exception is applicable to first registrations in situations where a minor player who has the nationality of an EU or EEA country wishes to be registered for the first time in an EU/EEA country.<sup>4</sup>

#### 16. How does the exception apply to international transfers?

The international transfer of a player from an EU/EEA country to another EU/EEA country – regardless of the player's nationality – strictly speaking always falls within the scope of art. 19 par. 2 b) of the RSTP, which concerns transfers taking place within the territory of the EU or EEA.

According to the now extensive jurisprudence of the sub-committee, confirmed by the Court of Arbitration for Sport (**CAS**),<sup>5</sup> in the interests of maintaining the principle of equal treatment, the international transfer from outside the EU/EEA to the EU/EEA of a minor player who has the nationality of an EU/EEA member state should be treated the same as a transfer within the EU/EEA of a minor player who is a national of an EU/EEA member state, and, as such, benefit from the provisions in art. 19 par. 2 b) of the RSTP.

For the sake of good order, if the country of a member association has a bilateral agreement on the free movement of workers with the EU and/or the EEA, said member association could potentially also benefit from the exception in art. 19 par. 2 b). The association concerned must provide a copy of the relevant law/the applicable provisions of the law granting it such right.

#### 17. With respect to art. 19 par. 2 b) i. of the RSTP, how can it be demonstrated/ established that the football education provided is "in line with the highest national standards"?

In accordance with the relevant jurisprudence of the sub-committee, football education and/or training "in line with the highest national standards" is, as a general rule, established on the basis of the financial investment of each club concerned in training young players.

With regard to men's football, the assessment of whether a club provides an adequate football education and/or training "in line with the highest national standards" is mainly made taking into consideration the association's annual classification of clubs into training categories I to IV (cf. art. 4 of Annexe 4 to the RSTP and FIFA circular no. 1726).

With regard to women's football as well as futsal, as such classification does not exist, a

4. The approval of the sub-committee prior to the first registration of the minor player is, however, only required if the latter does not have the nationality of the EU/EEA country where he/she wishes to be registered for the first time (see also question 2 *supra*).

5. CAS 2012/A/2862 FC Girondins de Bordeaux v. FIFA and CAS 2016/A/4903 Club Atlético Vélez Sarsfield v. The FA & Manchester City & FIFA.



statement from the association concerned confirming that the applicant club is in "line with the highest national standards" of women's football education / futsal education in that country (along with any relevant documentary evidence in support of said statement) must be provided in lieu of the training category.

# 18. With respect to art. 19 par. 2 b) i. of the RSTP, is there a minimum amount of football education and/or training to be provided per week by the player's club?

To date, the sub-committee has not established a minimum requirement.

The relevant assessment is made on a case-by-case basis, taking into account various criteria, such as the team with which the player is training, and the type and frequency of training provided.

# 19. With respect to art. 19 par. 2 b) ii. of the RSTP, how many hours of academic education are considered sufficient?

According to the well-established jurisprudence of the sub-committee, and as a matter of principle, an academic load of eight hours per week has been considered the minimum requirement in order to allow a player to pursue a career other than football should he/she cease his/her playing career. This assessment is however conducted on a case-by-case basis due to the various existing academic courses and subjects.

# 20. With respect to art. 19 par. 2 b) ii. of the RSTP, are distance learning and/or online classes accepted by the sub-committee?

Yes.

Distance learning and/or online classes have been accepted by the sub-committee in cases where:

- (i) the academic institution providing distance learning and/or online classes confirms the player's enrolment in the relevant academic course;
- (ii) said academic course is considered to enable the player to pursue another career should he/she cease to play football;
- (iii) the academic load meets, at the very least, the requirements set out above (cf. question 19 *supra*); and
- (iv) the player's new club appoints a mentor to the player in charge of ensuring that the latter duly attends his/her distance learning courses/online classes.

Having said that, it needs to be emphasised that, in any event, such situations are analysed on a case-by-case basis by the sub-committee taking into account the nature of the academic course in which the player is enrolled.



# 21. With respect to art. 19 par. 2 b) ii. of the RSTP, is a minor player still required to go to school in situations where, in the new country where he/she wishes to be registered, minors from 16 to 18 are no longer obliged to follow an academic education?

Yes.

The RSTP establish provisions for the minor player to follow either an academic course at a school, or undertake vocational education and/or training in addition to his/her football training that will allow him/her to pursue a career other than football should he/she cease to play professional football.

In accordance with the jurisprudence of the sub-committee, the member association applying for the registration of the minor player needs to provide evidence that the educational pathway the player is engaged in will allow him/her to pursue another career should he/she cease to play football.

# 22. With respect to art. 19 par. 2 b) ii. of the RSTP, is a minor player still required to follow an academic course if (i) he/she has already graduated from high school or from the relevant course he/she was following in his/her former country, or (ii) he/she has already completed mandatory education in his/her home country?

In accordance with the spirit of the RSTP and the jurisprudence of the sub-committee, the player will be required to follow an academic course, vocational education and/or training (cf. questions 19, 20 and 21 *supra*) that would allow him/her to pursue a career other than football.



#### V. ART. 19 PAR. 2 C) OF THE RSTP

#### 23. What is considered to be "the player's domicile"?

In accordance with the relevant jurisprudence of the sub-committee, the player's domicile (or home) is always considered to be the main address where the player's parent(s) reside.

In other words, any secondary residence of the player's parent(s) or the place of residence of a relative/third person cannot be considered "the player's domicile".

The sub-committee has always held that such interpretation is necessary in order to uphold the *ratio legis* of the provisions concerning the protection of minors.

#### 24. Can the club's training facilities be considered "the club's headquarters"?

As a general rule, the distance requirements are measured from and to the club's headquarters, i.e. where the club has its registered seat.

Having said that, on some occasions, the sub-committee considered that the club's training facilities or the club's stadium could be taken into account for the purpose of the relevant calculations, provided that the relevant distance requirements are complied with.

#### 25. How are the distance requirements calculated?

Art. 19 par. 2 c) of the RSTP clearly sets out the following cumulative requirements:

- (i) the distance between the player's home and the common border must not exceed 50km;
- (ii) similarly, the distance between the club's headquarters and the common border must not exceed 50km; and
- (iii) the total distance between the player's home and the club's headquarters must not be more than 100km.

However, the RSTP do not expressly state how the aforementioned distance should be calculated.

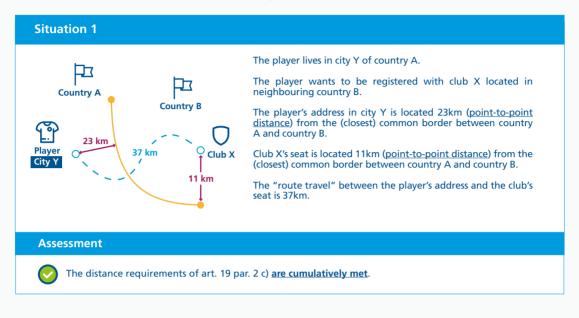
In this regard, and in accordance with the relevant jurisprudence of the sub-committee, the distance requirements are calculated as follows:

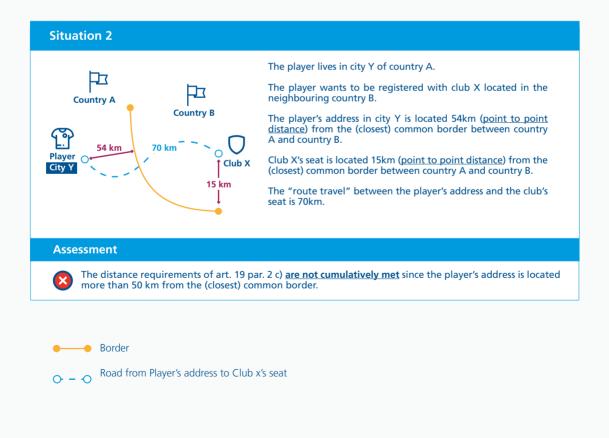
- (i) The calculation of the 50km distance between the player's home and the (closest) common border is based on the straight, point-to-point distance (aka "as the crow flies") between the two respective locations;
- (ii) The calculation of the 50km distance between the club's headquarters and the (closest) common border is based on the straight, point-to-point distance (aka "as the crow flies") between the two respective locations;
- (iii) The calculation of the 100km distance between the player's home and the club's headquarters is based on the distance of the "route of travel" between the two respective locations.



Such calculations can be made with various websites (such as Google Maps). The relevant printouts can be provided as supporting evidence.

Please find below a few calculation examples:

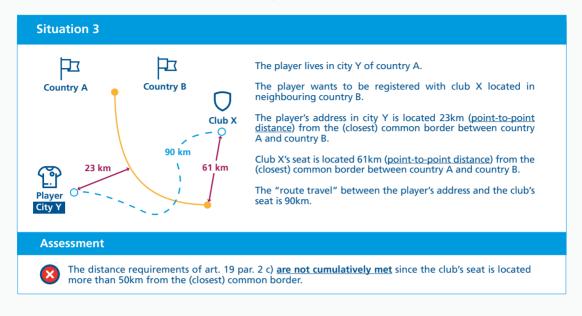


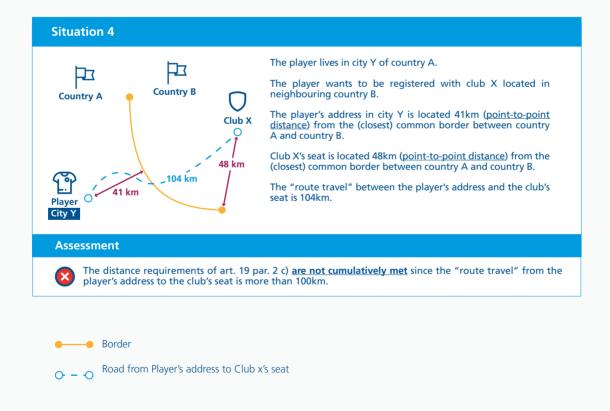




Such calculations can be made with various websites (such as Google Maps). The relevant printouts can be provided as supporting evidence.

Please find below a few calculation examples:







#### VI. ART. 19 PAR. 2 C) OF THE RSTP – SPECIFIC SITUATIONS

#### 26. The player's parent(s) moved to a new country for reasons not linked to football and the player wishes to be registered with a club located in a neighbouring country of the new country of residence of his/her parent(s). How should such a case be processed?

The member association wishing to submit an application on the basis of such circumstances must apply the exception outlined in art. 19 par. 2 c) of the RSTP.

In the case of an international transfer, it will have to select in TMS the association where the player was previously registered as the player's former association (and not the country where the player (now) resides with his/her parent(s).

In such cases, the new association will have to provide – together with the documentation already listed in the Minor Application Guide (cf. page 8) – the relevant proof that the move of one or both of the player's parents to their new country of residence was not motivated by the player's football career, namely an explanatory statement from the player's parent(s) as to the reason for the move, along with documents corroborating the reason invoked. Said documentation would have to be uploaded in TMS under the category "Other".

In line with the jurisprudence of the sub-committee, and although the member association would request the sub-committee's approval on the basis of the exception outlined in art. 19 par. 2 c) of the RSTP, the requirements of **both** art. 19 par. 2 c) **and** art. 19 par. 2 a) of the RSTP must be cumulatively fulfilled.

Please find below a practical example:

Situation	Application to be submitted
The player was registered for a club in country A and moved with his/her parents to country B for reasons not linked to football. The player's parents take up residence in city Z of country B. The player wishes to be registered with a club located in city X of country C. The player and his/her parents' address in city Z is located less than 50km from the (closest) common border between countries B and C, and less than 100km from the seat of the club where the player intends to be registered in country C. In addition, the club in city X is located less than 50km from the (closest) common border between countries B and C.	<ul> <li>The member association of country C will have to request the approval of the sub-committee prior to the request of the International Transfer Certificate of the player from country A, on the basis of the exception outlined in art. 19 par. 2 c) of the RSTP and will have to provide:</li> <li>(i) the documentation listed in the Minor Application Guide (page 8); and</li> <li>(ii) documentary evidence demonstrating that the player's parents' move to country B was not motivated by the player's football career (to be uploaded under the category "Other").</li> </ul>



#### VII. ART. 19 PAR. 2 D) OF THE RSTP

# 27. Is the decision from a national authority granting the player the status of refugee or "protected person" always needed for the minor application?

If the player has been granted refugee status, i.e. he/she has a residence permit unequivocally stating that he/she is a refugee, a decision from the national authorities granting him/her said status is, in principle, not needed. A copy of the player's residence permit is in this case, in principle, sufficient.

If the player has been granted <u>any status other</u> than <u>refugee status</u>, the member association concerned must provide:

- (i) a copy of the decision taken by the relevant national authorities confirming that the player is "a protected person" that left his/her country in order to protect his/her life or freedom that was at threat in his/her former country or country of origin; or
- (ii) official documentation regarding the player's immigration status in the new country that would corroborate that he/she is "a protected person" that left his/ her country in order to protect his/her life or freedom that was at threat in his/her former country or country of origin (e.g. residence permit, along with a copy of the applicable law on the basis of which the player was granted said permit, etc.).



#### VIII. ART. 19 PAR. 2 E) OF THE RSTP

#### 28. Does the sub-committee recognise exchange programmes privately organised by the player's family and that does not involve an exchange programme organiser and/or the player's previous school?

The sub-committee has accepted such applications on limited occasions, provided that all other requirements of the exception were also met.

# 29. Is a minor player obliged to follow an academic education abroad if he/she has already graduated from high school or from the relevant course he/she was following in his/her former country?

In accordance with the wording of art. 19 par. 2 e) of the RSTP, said exception is applicable to a player (i) who is a student, and (ii) who moves without his/her parents to another country temporarily (iii) for academic reasons in order to undertake an exchange programme.

As such, the sub-committee has so far considered that the academic education of the player has to be the primary reason of his/her move. In other words, it needs to be established that the player will be enrolled in an academic course abroad in order to be able to possibly benefit from the exception in question.



#### IX. ART. 19 PAR. 3 AND 4 A) OF THE RSTP

#### 30. How are the five years of continuous residence calculated?

The sub-committee has always held that the member association applying for the registration of a foreign minor player on the basis of art. 19 par. 3 of the RSTP must prove that the player has lived <u>without interruption</u> in the country of intended registration <u>for the last five years</u>.

The five years are counted (back) from the date on which the minor application is submitted in TMS by the association wishing to register the minor player.

## 31. What if a minor player has been residing for a considerable amount of time in the new country of intended registration but less than 5 years?

Although a case-by-case assessment is conducted by the sub-committee, the requirements regarding the player's continuous residence in the country of intended registration for the last five years are very strictly applied.

As such, if a member association cannot provide evidence that the player has been continuously residing for the last five years in its country, it must look into the other exceptions and apply on the basis of the one that corresponds most closely to the player's situation (e.g. art. 19 par. 2 a) of the RSTP, if the player's parents also moved to the country of intended registration and if their move was not linked to the player's football career, etc.), along with submitting the relevant documentation listed in the Minor Application Guide for said exception.



# **REFERENCE MATERIALS**





#### **REFERENCE MATERIALS**

#### **FIFA Circulars**

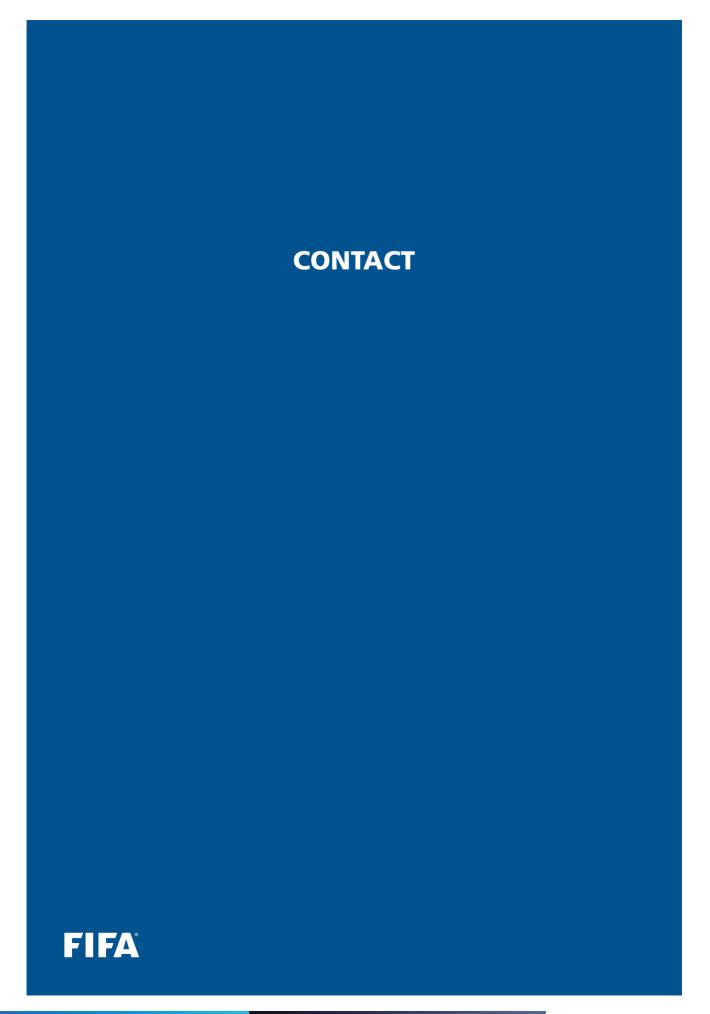
- no. 1726 Regulations on the Status and Transfer of Players categorisation of clubs, registration periods and eligibility
- no. 1709 Amendments to the Regulations on the Status and Transfer of Players
- no. 1635 International transfer of players
- no. 1587 International transfer of professional minor players
- no. 1576 Limited minor exemption

#### **CAS** Awards

- CAS 2019/A/6301 Chelsea Football Club Limited v. FIFA
- CAS 2017/A/5244 Oscar Bobb & Associação Juvenil Escola de Futebol Hernâni Gonçalves v. FIFA
- CAS 2016/A/4903 Club Atlético Vélez Sarsfield v. The FA & Manchester City & FIFA
- CAS 2016/A/4805 Atlético Madrid v. FIFA
- CAS 2016/A/4785 Real Madrid v. FIFA
- CAS 2015/A/4312 John Kenneth Hilton v. FIFA
- CAS 2015/A/4178 Zohran Ludovic Bassong & RSC Anderlecht v. FIFA
- CAS 2014/A/3793 Barcelona v. FIFA
- CAS 2014/A/3611 Real Madrid FC v. FIFA
- CAS 2013/A/3140 A. v. Atlético Madrid & RFEF & FIFA
- CAS 2012/A/2862 FC Girondins de Bordeaux v. FIFA
- CAS 2011/A/2494 FC Girondins de Bordeaux v. FIFA
- CAS 2011/A/2354 E. v. FIFA
- CAS 2008/A/1485 FC Midtjylland v. FIFA
- CAS 2005/A/955 & 956 Cadiz & Acuña Caballero v. FIFA



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#### CONTACT

FIFA is fully committed to answering any questions or enquiries concerning the content of this document and/or any regulatory matters regarding the protection of minors that member associations, clubs, players and their families, and football stakeholders around the world may have.

As such, please feel free to contact us at any time at: legal@fifa.org.





Guide to Submitting a Request for Eligibility or Change of Association

JANUARY 2021 EDITION



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#### **INTRODUCTION**

According to the Regulations Governing the Application of the Statutes (**RGAS**), a request for eligibility or change of association must be submitted to the Players' Status Committee (**PSC**):

- For players that have acquired a new nationality and moved to the relevant territory between the age of 10 and 18 (art. 7 par. 2 of the RGAS);
- For stateless individuals (art. 8 par. 2 of the RGAS);
- For players that wish to change association after having already participated in an official competition at any level in any kind of football for another association (art. 9 par. 2 of the RGAS); and
- For players that were previously granted a change of association and that wish to change back to their former association (art. 9 par. 6 of the RGAS).

Against this background, the guide outlines:

(i) the administrative process applicable to these requests; and

(ii) the relevant documents to be submitted, subject to the type of application.

While the FIFA general secretariat is responsible for managing the case file, only the PSC is competent to render a decision based on the specific circumstances of each application. Therefore, the guide is meant merely to support the administrative process of the requests.



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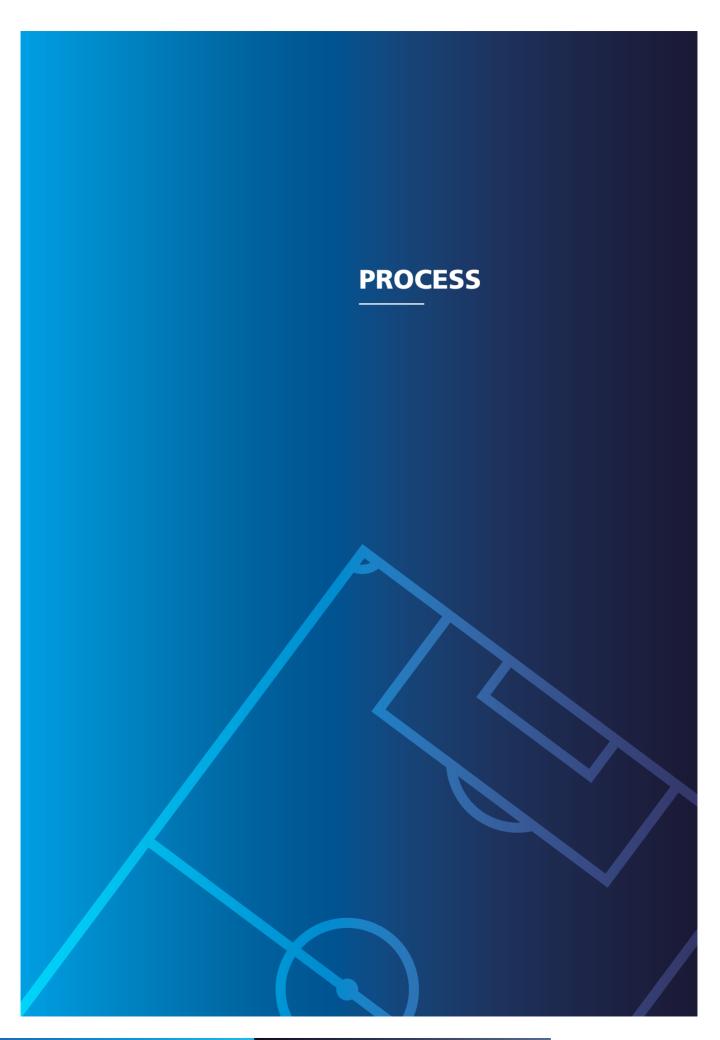
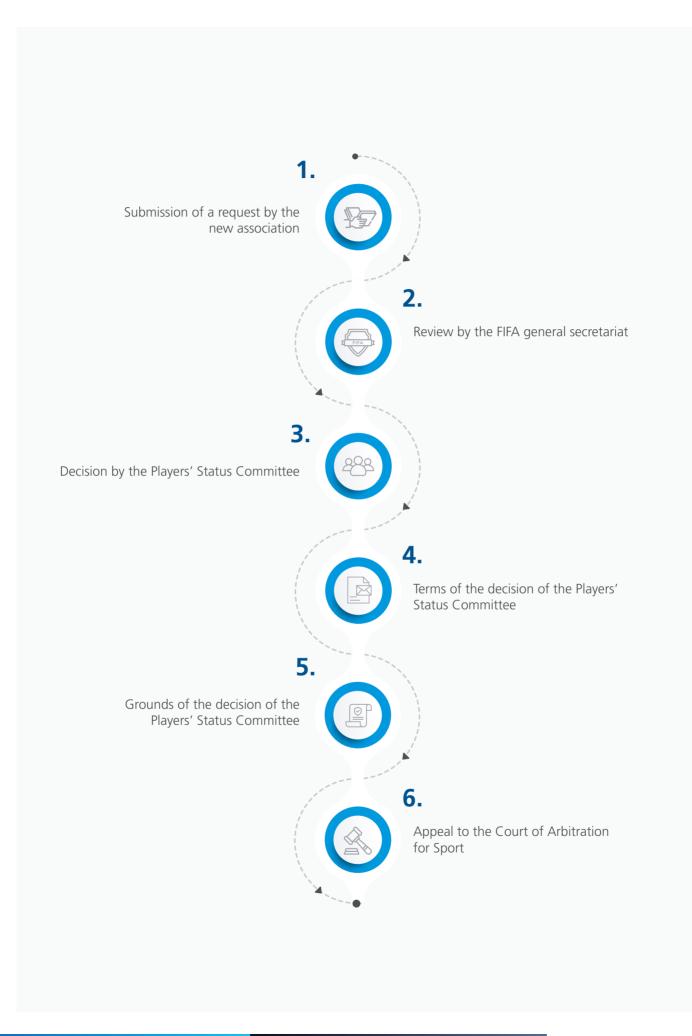


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## PROCESS

#### 1. Submission of a request by the new association

After having gathered all the mandatory documents from the player, the new association will be responsible for submitting, on behalf of the player, the request to the Players' Status Committee (cf. art. 7 par. 2 or art. 8 par. 2 of the Regulations Governing the Application of the Statutes (September 2020 edition, **the RGAS**) for eligibility requests and art. 9 pars 4 or 5 of the RGAS for change of association requests

The request must be sent to the email address psdfifa@fifa.org

- i. state the relevant provision used as the basis for the request; and
- ii. contain all the necessary documents to support the request and/or corroborate that the circumstances of the exception invoked are met.

For the sake of completeness, it is to be noted that a player who has filed a request for a change of association is not eligible to participate for any representative team until the request has been decided upon (art. 9 par. 7 of the RGAS).

#### 2. Review by the FIFA general secretariat

Upon receipt by the FIFA general secretariat, the request is assigned to a case handler who will be responsible for reviewing the information and the documentation submitted.

During the review, the FIFA general secretariat may request additional information and/ or documentation in order to supplement the initial request. The association must then submit its response, along with the requested information and/or documentation by email at its earliest convenience.

Once the review is complete, the FIFA general secretariat makes a proposal which is submitted to the member(s) of the Players' Status Committee for decision. It should be noted that the proposal made by the FIFA general secretariat to the member(s) of the Players' Status Committee is merely a (non-binding) recommendation.

### 3. Decision by the Players' Status Committee

Upon receipt of the request, one or more members of the Players' Status Committee analyse the case and inform the FIFA general secretariat of their decision.



## 4. Terms of the decision of the Players' Status Committee

Once the FIFA general secretariat has been informed of the decision of the member(s) of the Players' Status Committee, the terms of the decision will be legally notified to the association(s) concerned by email.

The terms of the decision will state whether the request is "accepted", "rejected" or "not admissible".

If the request is accepted, the player will be permitted to play for their new association with immediate effect.

It should, however, be noted that, in case of a change of association, the player is not permitted to play for their new association in any competition in which they have already played for their previous association (art. 9 par. 3 of the RGAS).

## 5. Grounds of the decision of the Players' Status Committee

The association(s) concerned has/have ten days from the date of notification of the terms of the decision to request the grounds of the decision. Failure to do so will result in the decision becoming final and binding.

If an association requests the grounds of the decision, the motivated decision will be notified to the association(s) in full, written form by email.

### 6. Appeal to the Court of Arbitration for Sport

According to art. 58 par. 1 of the FIFA Statutes (September 2020 edition), the decision of the Players' Status Committee may be appealed before the Court of Arbitration for Sport (**CAS**) within 21 days of the notification of the grounds of the decision.







## **GENERAL DOCUMENTS REQUIRED FOR ALL TYPES OF REQUEST**

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Formal request from the new association, duly indicating the legal basis invoked in support of its request.



Statement from the player (co-signed by their parent(s) or legal guardian if the player is a minor) confirming their will to be eligible to play for the new association.

For requests for a change of association, the statement must specify that the player understands that a request for a change of association can only be made once (cf. art. 9 par. 1 of the Regulations Governing the Application of the Statutes (September 2020 edition)



# Article 7 paragraph 1 d) ii) of the RGAS

Cumulative requirements	Example of documentary evidence	
The player holds the nationality of the country of the new association.	Copy of the player's valid passport (issued by the authorities of the country of the new association), duly indicating the player's nationality and the period of validity of the passport.	
The player acquired the national- ity of the country of the new as- sociation over the course of their life.	Copy of the player's valid passport (issued by the authorities of the country of the new association), duly indicating the player's nationality and the period of validity of the passport. and/or Statement from the competent government authority and/or citizenship certificate, duly indicating the exact date on which the player acquired the nationality of the country of the new association.	
The player never participated in a match in an official competition at any level in any kind of football for another member association.	Official document, issued by the association(s) for which the player would currently be eligible to play on the basis of their nationality, confirming that the player was never fielded in a match in an official competition at any level in any kind of football for said association(s)*.	
The player moved between the age of 10 and 18 to the territory of the relevant association.	Passport stamps, visas, flight tickets, official documentation from a compe- tent government authority, residence certificate, etc. Note: the documentation must clearly indicate the date on which the move occurred.	
The player has lived on the territory of the relevant association for at least five years.	Official documentation issued by the competent government authority in- dicating for how long and/or since when the player has lived on the territo- ry of the relevant association, residence certificates, player's school records duly issued by the relevant academic institution, etc. Note: the documentation must clearly demonstrate that the player has lived on the territory of the relevant association for at least five years.	
The player's move to the territory of the relevant association was not for the purpose of participating for its representative team.	<ul> <li>Statement from the player and/or their parent(s) explaining the reason(s) for the move, supported by documentary evidence, such as: <ul> <li>employment contracts or employment certificates (if the move occurred for professional reasons);</li> <li>school certificates indicating the date of the player's enrolment (if the move occurred for educational reasons);</li> <li>proof of residence of relatives (if applicable) living in the country to which the player's parents moved (if the move occurred for family reunion or if the player's parents returned to their country of origin);</li> <li>official document indicating their status as a refugee or protected person in the new country or relevant decision granting such status (if the move occurred for humanitarian reasons).</li> </ul> </li> <li>Note: The above-mentioned list is not exhaustive and is merely a guideline for the type of reasons that have been invoked in requests submitted to the Players' Status Committee in the past.</li> </ul>	

\* In cases involving refugee players, the FIFA general secretariat and FIFA's Players' Status Committee understand that such document may be difficult to obtain by the relevant association without disclosing the whereabouts of the player. In such situations and upon request, the FIFA general secretariat will contact the player's former association directly in order to obtain such document without disclosing the player's whereabouts.

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# Article 8 of the RGAS

Cumulative requirements	Example of documentary evidence	
The player does not hold any na- tionality.	Copy of the player's proof of identity, residence permit or legitimation card. Proof of the stateless status of the player.	
Due to the national law of the country of their domicile, the play- er will never be granted the na- tionality of such country.	Copy of the relevant law and/or official confirmation from the competent govern- ment authority. Note: the documentation must clearly demonstrate that due to the national law of the coun- try of their domicile, the player will never be granted the nationality of that country.	
The player has lived on the territo- ry of the relevant association for at least five years.	Official documentation issued by the competent government authority, indicating for how long and/or since when the player has lived on the territory of the relevant association, residence certificates, player's school records duly issued by the rele- vant academic institution, etc. Note: the documentation must clearly demonstrate that the player has lived on the territory of the relevant association for at least five years.	
The player's move to the territory of the relevant association was not for the purpose of participat- ing for its representative team.	<ul> <li>Statement from the player and/or their parents explaining the reason(s) for the move, supported by documentary evidence, such as:</li> <li>employment contracts or employment certificates (if the move occurred for professional reasons);</li> <li>school certificates indicating the date of the player's enrolment (if the move occurred for educational reasons);</li> <li>proof of residence of relatives (if applicable) living in the country to which the player's parents moved (if the move occurred for family reunion or if the player's parents returned to their country of origin);</li> <li>official document indicating their status as a refugee or protected person in the new country or relevant decision granting such status (if the move occurred for humanitarian reasons).</li> </ul> Note: The above-mentioned list is not exhaustive and is merely a guideline for the type of reasons that have been invoked in requests submitted to the Players' Status Committee in the past.	

\* In cases involving refugee players, the FIFA general secretariat and FIFA's Players' Status Committee understand that such document may be difficult to obtain by the relevant association without disclosing the whereabouts of the player. In such situations and upon request, the FIFA general secretariat will contact the player's former association directly in order to obtain such document without disclosing the player's whereabouts.



# Article 9 paragraph 2 a) of the RGAS

Cumulative requirements	Example of documentary evidence	
The player holds the nationality of the country of the new associ- ation.	Copy of the player's valid passport (issued by the authorities of the country of the new association), duly indicating the player's nationality and the period of validity of the passport.	
The player was fielded in a match in an official competition at any level (with the exception of "A" international level) in any kind of football for their current associa- tion.	Official statement issued by the player's current association (i) explicitly confirming that the player has never played any match (either in full or in part) in an official competition at "A" international level for their current association, and (ii) contain- ing a list of all the matches (at any level in any kind of football) in which the player in question played for its representative teams*, duly indicating for each match: - the date of the match; - the age category; - the type (i.e. official or unofficial) and the name of the competition; - the kind of football (e.g. 11-a-side, futsal or beach soccer).	
At the time of being fielded for their first match in an official com- petition in any kind of football for their current association, the play- er already held the nationality of the association which they wish to represent.	Copy of the passport (issued by the authorities of the country of the new associa- tion), indicating the player's nationality, the validity of the passport on the day of the match, and the period of validity of the passport. or Statement from the competent government authority and/or citizenship certificate confirming since when the player holds the nationality of the country of the new association.	

\* In cases involving refugee players, the FIFA general secretariat and FIFA's Players' Status Committee understand that such document may be difficult to obtain by the relevant association without disclosing the whereabouts of the player. In such situations and upon request, the FIFA general secretariat will contact the player's former association directly in order to obtain such document without disclosing the player's whereabouts.



# Article 9 paragraph 2 b) of the RGAS

Cumulative requirements	Example of documentary evidence	
The player holds the nationality of the country of the new associ- ation.	Copy of the player's valid passport (issued by the authorities of the country of the new association), duly indicating the player's nationality and the period of validity of the passport.	
The player was fielded in a match in an official competition at any level (with the exception of "A" international level) in any kind of football for their current associa- tion.	Official statement issued by the player's current association containing a list of all the matches (at any level in any kind of football) in which the player in question played for its representative teams*, duly indicating for each match:	
At the time of being fielded for their last match in an official com- petition in any kind of football for their current association, they had not turned 21 years old.	<ul> <li>the date of the match;</li> <li>the age category and/or level of the representative team (e.g. youth team or "A" level);</li> <li>the type (i.e. official or unofficial) and the name of the competition;</li> <li>the kind of football (e.g. 11-a-side, futsal or beach soccer).</li> </ul>	
At the time of being fielded for their first match in an official com- petition in any kind of football for their current association, they did not hold the nationality of the as- sociation which they wish to rep- resent.	Statement from the competent government authority and/or citizenship certifi- cate, duly indicating the exact date on which the player obtained the nationality of the country of the new association or a copy of the player's passport (issued by the authorities of the country of the new association), duly indicating the player's nationality and the period of validity of the passport.	
The player meets one of the fol- lowing requirements:		
<ul> <li>The player was born on the territory of the relevant associ- ation.</li> </ul>	Copy of the player's passport or birth certificate, duly indicating their place of birth.	
• The player's biological mother or biological father was born on the territory of the relevant association.	Copy of the player's biological mother's or father's passport or birth certificate, duly indicating her or his place of birth. and Documentation corroborating the player's filiation with their biological mother or father (such has the player's birth certificate).	
<ul> <li>The player's grandmother or grandfather was born on the territory of the relevant associ- ation.</li> </ul>	Copy of the player's grandmother's or grandfather's passport or birth certificate, duly indicating her or his place of birth. and Documentation corroborating the player's filiation with their grandmother or grandfather (such has their birth certificate and/or their parent's birth certificate).	

\* In cases involving refugee players, the FIFA general secretariat and FIFA's Players' Status Committee understand that such document may be difficult to obtain by the relevant association without disclosing the whereabouts of the player. In such situations and upon request, the FIFA general secretariat will contact the player's former association directly in order to obtain such document without disclosing the player's whereabouts.





Cumulative requirements	Example of documentary evidence	
• The player began living on the territory of the relevant associ- ation before the age of 10 and has lived on said territory at least three years.	Passport stamps, visas, flight tickets, official documentation from a competent gov- ernment authority, residence certificate, etc. and Official documentation issued by the competent government authority, indicating for how long and/or since when the player has lived on the territory of the relevant association, residence certificates, player's school records duly issued by the rele- vant academic institution, etc. Note: the documentation must clearly (i) indicate the date on which the move occurred, and (ii) demonstrate that the player has lived on the territory of the relevant association for at least three years.	
• The player began living on the territory of the relevant association between the age of 10 and 18, has lived on said territory at least five years and can demonstrate that the move to the territory of the association was not for the purpose of participating for its representative teams.	<ul> <li>Passport stamps, visas, flight tickets, official documentation from a competent government authority, residence certificate, etc.</li> <li>and</li> <li>Official documentation issued by the competent government authority indicating for how long and/or since when the player has lived on the territory of the relevant association, residence certificates, player's school records duly issued by the relevant academic institution, etc.</li> <li>Note: the documentation must clearly (i) indicate the date on which the move occurred, and (ii) demonstrate that the player has lived on the territory of the relevant association for at least five years.</li> <li>Statement from the player and/or their parent(s) explaining the reason(s) for the move, supported by documentary evidence, such as: <ul> <li>employment contracts or employment certificates (if the move occurred for professional reasons);</li> <li>school certificates indicating the date of the player's enrolment (if the move occurred for educational reasons);</li> <li>proof of residence of relatives (if applicable) living in the country to which the player's parents moved (if the move occurred for family reunion or if the player's parents returned to their country of origin);</li> <li>official document indicating their status as a refugee or protected person in the new country or relevant decision granting such status (if the move occurred for humanitarian reasons).</li> </ul> </li> <li>Note: The above-mentioned list is not exhaustive and is merely a guideline for the type of reasons that have been invoked in requests submitted to the Players' Status Committee in the past.</li> </ul>	
• The player began living on the territory of the relevant asso- ciation from the age of 18 and has lived on said territory at least five years.	Passport stamps, visas, flight tickets, official documentation from a competent gov- ernment authority, residence certificate, etc. and Official documentation issued by the competent government authority, indicating for how long and/or since when the player has lived on the territory of the relevant association, residence certificates, player's school records duly issued by the rele- vant academic institution, etc. Note: the documentation must clearly (i) indicate the date on which the move occurred, and (ii) demonstrate that the player has lived on the territory of the relevant association for at least five years.	



# $\Delta \Delta$ Article 9 paragraph 2 c) of the RGAS

Cumulative requirements	Example of documentary evidence	
The player holds the nationality of the country of the new associ- ation.	Copy of the player's valid passport (issued by the authorities of the country of the new association), duly indicating the player's nationality and the period of validity of the passport.	
The player was fielded in a match in an official competition at "A" international level in any kind of football for their current associa- tion.		
At the time of being fielded for their last match in an official com- petition in any kind of football for their current association, they had not turned 21 years old.	Official statement issued by the player's current association containing a list of all	
The player was fielded in no more than three matches at "A" inter- national level in any kind of foot- ball for their current association, whether in an official competition or non-official competition.	the matches (at any level in any kind of football) in which the player in question played for its representative teams*, duly indicating for each match: - the date of the match; - the age category and/or level of the representative team (e.g. youth team or "A" level); - the type (i.e. official or unofficial) and the name of the competition;	
At least three years have passed since being fielded for their last match at "A" international level in any kind of football for their current association, whether in an official competition or non-official competition.	- the kind of football (e.g. 11-a-side, futsal or beach soccer).	
The player has never participated in any kind of football at "A" in- ternational level in the final tour- nament of the FIFA World Cup or a final tournament of a confedera- tion competition.		
At the time of being fielded for their first match in an official com- petition (at any level) in any kind of football for their current associ- ation, they held the nationality of the association which they wish to represent.	Copy of the player's passport (issued by the authorities of the country of the new association) valid on the day of the match, duly indicating the player's nationality, and the period of validity of the passport. or Statement from the competent government authority and/or citizenship certificate confirming since when the player holds the nationality of the country of the new association.	

\* In cases involving refugee players, the FIFA general secretariat and FIFA's Players' Status Committee understand that such document may be difficult to obtain by the relevant association without disclosing the whereabouts of the player. In such situations and upon request, the FIFA general secretariat will contact the player's former association directly in order to obtain such document without disclosing the player's whereabouts.

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# $\Delta$ Article 9 paragraph 2 d) of the RGAS

Cumulative requirements	Example of documentary evidence	
The player holds the nationality of the country of the new associ- ation.	Copy of the player's valid passport (issued by the authorities of the country of the new association), duly indicating the player's nationality and the period of validity of the passport.	
The new association was admitted to FIFA membership after the play- er was fielded in their first match in an official competition (at any level) in any kind of football for their current association.	Proof of FIFA membership or application process, such as an official statement from FIFA and/or media release.	
The player was never fielded in a match in an official competition (at any level) in any kind of foot- ball for their current association after the association which They wish to represent was admitted to FIFA membership.	Official statement issued by the player's current association containing a list of all the matches (at any level in any kind of football) in which the player in question played for its representative teams*, duly indicating for each match: - the date of the match; - the age category and/or level of the representative team (e.g. youth team or "A" level); - the type (i.e. official or unofficial) and the name of the competition; - the kind of football (e.g. 11-a-side, futsal or beach soccer).	
At the time of being fielded for their first match in an official com- petition (at any level) in any kind of football for their current associ- ation, the player: a. held the nationality of the association which they wish to represent; or b. obtained the nationality of the association which they wish to represent as soon as reasonably practicable after the country was recognised by the majority of members of the United Nations.	Copy of the passport (issued by the authorities of the country of the new associ- ation), duly indicating the player's nationality, the passport's validity on the day of the match, and the period of validity of the passport. or Statement from the competent government authority and/or citizenship certificate confirming since when the player holds the nationality of the country of the new association.	
The player meets one of the fo- llowing requirements: • The player was born on the		
territory of the relevant associ- ation. or	Copy of the player's passport or birth certificate, duly indicating their place of birth.	
The player's biological mother or biological father was born on the territory of the relevant association.	Copy of the player's biological mother's or father's passport or birth certificate, duly indicating her or his place of birth. and Documentation corroborating the player's filiation with their biological mother or father (such has the player's birth certificate).	

\* In cases involving refugee players, the FIFA general secretariat and FIFA's Players' Status Committee understand that such document may be difficult to obtain by the relevant association without disclosing the whereabouts of the player. In such situations and upon request, the FIFA general secreta-



Cumulative requirements	Example of documentary evidence	
• The player's grandmother or grandfather was born on the territory of the relevant associ- ation.	Copy of the player's grandmother's or grandfather's passport or birth certificate, duly indicating her or his place of birth. and Documentation corroborating the player's filiation with their grandmother or grand- father (such has the player's birth certificate and/or their parent's birth certificate).	
or The player began living on the ter- ritory of the relevant association before the age of 10 and has lived on said territory at least three years. Or	Passport stamps, visas, flight tickets, official documentation from a competent gov- ernment authority, residence certificate, etc. and Official documentation issued by the competent government authority, indicating for how long and/or since when the player has lived on the territory of the relevant association, residence certificates, player's school records duly issued by the relevant academic institution, etc. Note: the documentation must clearly (i) indicate the date on which the move occurred, and (ii) demonstrate that the player has lived on the territory of the relevant association for at least three years.	
The player began living on the ter- ritory of the relevant association between the age of 10 and 18, has lived on said territory at least five years and can demonstrate that the move to the territory of the association was not for the pur- pose of participating for its repre- sentative teams.	<ul> <li>Passport stamps, visas, flight tickets, official documentation from a competent government authority, residence certificate, etc.</li> <li>and</li> <li>Official documentation issued by the competent government authority, indicating for how long and/or since when the player has lived on the territory of the relevant association, residence certificates, player's school records duly issued by the relevant academic institution, etc.</li> <li>Note: the documentation must clearly (i) indicate the date on which the move occurred, and (ii) demonstrate that the player has lived on the territory of the relevant association for at least five years.</li> <li>Statement from the player and/or their parent(s) explaining the reason(s) for the move, supported by documentary evidence, such as: <ul> <li>employment contracts or employment certificates (if the move occurred for professional reasons);</li> <li>school certificates indicating the date of the player's enrolment (if the move occurred for educational reasons);</li> <li>proof of residence of relatives (if applicable) living in the country to which the player's parents moved (if the move occurred for family reunion or if the player's parents returned to their country of origin);</li> <li>official document indicating their status as a refugee or protected person in the new country or relevant decision granting such status (if the move occurred for humanitarian reasons).</li> </ul> </li> <li>Note: The above-mentioned list is not exhaustive and is merely a guideline for the type of reasons that have been invoked in requests submitted to the Player's Status Committee in the past.</li> </ul>	
The player began living on the territory of the relevant associa- tion from the age of 18 and has lived on said territory at least five years.	Passport stamps, visas, flight tickets, official documentation from a competent government authority, residence certificate, etc. and Official documentation issued by the competent government authority, indicating for how long and/or since when the player has lived on the territory of the relevant association, residence certificates, player's school records duly issued by the rele- vant academic institution, etc. Note: the documentation must clearly (i) indicate the date on which the move occurred, and (ii) demonstrate that the player has lived on the territory of the relevant association for at	
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# Article 9 paragraph 2 e) of the RGAS

Cumulative requirements	Example of documentary evidence	
The player holds the nationality of the country of the new associ- ation.	Copy of the player's valid passport (issued by the authorities of the country of the new association), duly indicating the player's nationality and the period of validity of the passport.	
The player was fielded in a match in an official competition at "A" international level in any kind of football for their current associa- tion.	Official statement issued by the player's current association containing a list of all the matches (at "A" international level) in which the player in question played for its representative teams*, duly indicating for each match: - the date of the match; - the type (i.e. official or unofficial) and the name of the competition; - the kind of football (e.g. 11-a-side, futsal or beach soccer).	
The player permanently loses their nationality without their consent or against their will due to a de- cision by a government authority.	Copy of the relevant decision taken by the government authority. or Statement from the relevant national and/or government authority.	

\* In cases involving refugee players, the FIFA general secretariat and FIFA's Players' Status Committee understand that such document may be difficult to obtain by the relevant association without disclosing the whereabouts of the player. In such situations and upon request, the FIFA general secretariat will contact the player's former association directly in order to obtain such document without disclosing the player's whereabouts.





# Article 9 paragraph 5 of the RGAS

Cumulative requirements	Example of documentary evidence	
The player was granted a change of association.	Copy of the decision rendered by the Players' Status Committee granting such change.	
The player was not fielded in a match in any (official or unofficial) competition in any kind of football by the new association.	Official confirmation issued by the player's new association confirming that the player was never fielded in a match in an official competition at any level in any kind of football for said association*.	
The player continues to hold the nationality of the country of the former association.	Copy of the player's valid passport (issued by the authorities of the country of the new association), duly indicating the player's nationality and the period of validity of the passport. and Statement from the competent government authority and/or citizenship certificate confirming since when the player holds the nationality of the country of the former association. or Copies of all the player's passports (issued by the authorities of the country of the former association) since he was granted a change of association.	

\* In cases involving refugee players, the FIFA general secretariat and FIFA's Players' Status Committee understand that such document may be difficult to obtain by the relevant association without disclosing the whereabouts of the player. In such situations and upon request, the FIFA general secretariat will contact the player's former association directly in order to obtain such document without disclosing the player's whereabouts.







# CONTACT

FIFA is fully committed to answering any questions or enquiries concerning the content of this document and/or any regulatory matters regarding the eligibility to play for representative teams.

As such, please feel free to contact us at any time at: legal@fifa.org.

# FIFA

# Explanatory Notes on the New Loan Provisions in the Regulations on the Status and Transfer of Players

May 2022

# Introduction

This document aims to provide additional and appropriate guidance to FIFA member associations (MAs) and their stakeholders in relation to the recent amendments and additions to the Regulations on the Status and Transfer of Players (RSTP) concerning the loan of players in international football.

# **1.** Definition of club-trained player<sup>1</sup>

## A. Does a club-trained player have to be a professional player?

A player can be club-trained irrespective of their status as a football player (professional or amateur, as provided in article 2 of the RSTP), their nationality and age.

The important and central element of the definition is that between the ages of 15 (or the start of the season during which they turn 15) and 21 (or the end of the season during which they turn 21), the player is registered with their current club for a period of three entire seasons or 36 months, regardless of whether the period is continuous or not.

# B. How is "continuous or not" defined for the purpose of determining whether a player is club-trained?

To qualify for the status of club-trained player, a player needs to be registered with the same club for a total of three entire seasons or 36 months between the age of 15 and 21, regardless of whether these three seasons or months were consecutive or not.

For example, Player A is registered with Club X from ages 15 to 16. They then leave Club X and return when they are 18 years old. So long as the player stays with the club until they are 20 (i.e. he is registered with his club for a total of 36 months), they will qualify as a club-trained player with Club X.

## C. Can a player be a club-trained player with more than one club?

Since the definition covers a seven-year period, it is possible that a player could qualify as a club-trained player with more than one club. For example, Player A is registered with Club X from the ages of 15 to 18, and then with Club Y from the ages of 18 to 21. The player would qualify as a club-trained player for both Club X and Club Y.

## D. Does a player have to be a member of a club's "first team" to be considered a clubtrained player?

The definition does not require the player to belong to a particular club team in order to be considered a club-trained player, as long as they have been registered with the club for three seasons or 36 months.





<sup>&</sup>lt;sup>1</sup> Addition to the "Definitions" section of the RSTP.

#### NAME OF TAXABLE PARTY.

# 2. Scope of the new regulations<sup>2</sup>

# A. What is the scope of the new loan regulations? Do they apply only to international loans or also to domestic loans?

The new loan regulations apply only to international loans.

According to the RSTP, an international transfer consists in moving the registration of a player from one association to another.

For the sake of clarity, in accordance with the RSTP, <u>only professional players may be loaned</u> for a predetermined period by their former club to a new club.

# B. Since the new loan regulations will be applicable only to international transfers, does this mean that domestic loan regulations have not changed?

No, in accordance with article 1 paragraph 3 a) of the RSTP, the new loan regulations fall within the relevant provisions of the RSTP that are **binding at national level** and must be included without modification in the MAs' regulations.

However, in accordance with article 1 paragraph 3 b) of the RSTP, MAs will be given three years as from 1 July 2022 to implement rules on a domestic loan system that are in line with the principles of ensuring the integrity of competitions, developing young players and preventing the hoarding of players.

Nonetheless, and as explicitly stated in the RSTP, loan rules agreed at national level may set a different limitation on the number of loans (at domestic level) from those contained in article 10 of the RSTP, provided that these are consistent with the abovementioned principles.

It is important to highlight that the rules at national level need to be agreed with domestic stakeholders.

### C. Do the same loan regulations apply to women's and men's football?

Yes, the new loan rules are applicable to both men's and women's football.

However, the specific cap on the number of international loans <u>will apply separately to the men's and</u> <u>women's teams</u>.

In other words, under these rules, a club is allowed to make eight international loans out from its men's team and eight international loans out from its women's team.



 $<sup>^{\</sup>rm 2}$  Concerns the amendments to article 1 paragraph 3 a) and b) of the RSTP.

# 3. The new loan regulations<sup>3</sup>

# A. What exactly do the terms "former club" and "new club" mean in the context of the new loan regulations?

In the context of the new loan regulations, the term "former club" refers to the club which is loaning out the player. The former club is also commonly known as: <u>the club of origin</u>, <u>the parent club</u> or <u>the loan club</u>.

In the context of the new loan regulations, the term "new club" refers to the club which is receiving the player on loan. The new club is also commonly known as: <u>the club of destination</u> or <u>the loanee club</u>.

## B. What criteria does a club need to fulfill to ensure that a loan is valid?

The international loan of a player needs to comply with the rules provided in article 10 paragraph 1 of the RSTP and is subject to the administrative procedures regarding registration (article 5 of the RSTP), the International Transfer Certificate (article 9 of the RSTP), as well as Annexe 3 of the RSTP.

For the sake of clarity, these administrative procedures must be followed for a player's proper registration in the context of a loan. However, in line with article 18 paragraph 4 of the RSTP and the jurisprudence of the Football Tribunal, the validity of an (employment) contract may not be made subject to administrative formalities, including but not limited to the registration of a player.

# C. What happens to the contract between the player and their former club when a player is loaned out? Do the obligations between the player and their former club continue to apply while the player is on loan?

The loan regulations explicitly state in article 10 paragraph 1 c) of the RSTP that, in principle, during the agreed duration of the loan, the contractual obligations between the professional and their former club must be suspended, unless otherwise agreed in writing between the relevant parties.

### D. Are there any limits regarding how long a player can be on loan?

Yes, the new loan regulations establish a minimum and maximum duration in article 10 paragraph 1 d) of the RSTP as follows:

<u>Minimum duration</u>: the time between two registration periods <u>Maximum duration</u>: one year

In this regard, any clause referring to a longer loan period will not be recognised by FIFA.

In any case, the parties must ensure that the end date of a loan falls within one of the registration periods of the association of the former club.



<sup>&</sup>lt;sup>3</sup> Concerns the amendments to article 10 of the RSTP.

#### Later and the second

#### E. How many times can a loan of a player be extended?

There is no limit in the regulations on how many times a loan of a player may be extended.

Accordingly, once a loan comes to an end, the loan may be extended. However, in accordance with article 10 paragraph 1 e) of the RSTP, the extension is subject to the player's written consent for it to be deemed valid. Furthermore, each extension must comply with the established minimum and maximum durations of a loan as described above.

#### F. Is it possible for the new club to sub-loan a player?

According to article 10 paragraph 1 f) of the RSTP, the new club may not sub-loan or permanently transfer a professional to a third club.

# G. When the loan is unilaterally terminated and the player decides to return to the former club earlier than expected, what does the former club have to do to "reintegrate them"?

According to article 10 paragraph 4 of the RSTP, if the contract between the player and the new club has been unilaterally terminated before the end of the duration agreed in the loan contract, the following applies:

- 1) The player has the right to return to their former club. In order to do so, the player must inform the former club of the termination and whether they intend to return.
- 2) If the player decides to return to the former club and informs it accordingly, the former club will have to immediately reintegrate the professional.

In this regard, given that the regulations specify in article 10 paragraph 4 c) of the RSTP that the contract (which was suspended during the loan) will be reinstated as of the date of reintegration, the former club is expected to take the player back immediately and the player is expected to render sporting services for the former club.

Similarly, the former club must remunerate the player as of the date of reintegration.

It is important to highlight that, in accordance with article 10 paragraph 5:

- 1) The above will occur without prejudice to the operation of article 17 relating to the termination of the contract between the professional and the new club, or if the former club fails to reintegrate the professional immediately.
- 2) The reintegration of the player is without prejudice to the right of the former club to seek compensation resulting from its obligation to reintegrate the professional.



### H. Can the player be registered when the former club reintegrates them?

Regardless of whether the termination of the contract between the player and the new club was made with or without just cause, the registration of the player with the former club will be possible where: (i) the player's reintegration occurs, and (ii) the registration period is open in the former club's MA, provided that the relevant provisions regarding player registration are duly observed.

If the registration period is closed in the former club's MA, the player's registration with the former club would be, in principle, also possible where the professional has terminated the contract with the new club with just cause or the new club has terminated the contract without just cause. This is based on the last sentence of article 6 paragraph 1, whereby FIFA may take provisional measures to avoid abuse and authorise an MA to register the player outside of a registration period.

Thus, the player must demonstrate *prima facie* that they had just cause or that the club terminated their contract without just cause. As with all cases involving provisional measures, any decision made by FIFA to grant provisional measures has no bearing on any claim that may subsequently be lodged before the Football Tribunal or the competent national body.

In this context, even though it is possible, MAs will not be required to register a player outside of a registration period under these circumstances. In this respect, the respective rules governing registration at national level must be determined by the association in agreement with domestic football stakeholders in accordance with article 10 paragraph 4 d) of the RSTP.

Conversely, if the registration period is closed in the former club's MA, the player's registration with the former club would, in principle, NOT be possible where the professional has terminated their contract with the new club without just cause or if the new club has terminated their contract with just cause.

The following table illustrates the possible scenarios described above (subject to the *prima facie* case and the domestic registration regulations):

Registration period in the former club's MA	Termination of the contract between the player and the	
	new club	
Open	With just cause by the	Yes
	player/without just cause by the	
	club	
	Without just cause by the	Yes
	player/with just cause by the club	
Closed	With just cause by the	Yes
	player/without just cause by the	
	club	
	Without just cause by the	No
	player/with just cause by the club	





# I. With the entry into force of the amended RSTP, is there now a cap on the number of international loans in and out? Will there be a transition period?

One of the big changes resulting from the new regulations is that there will be a hard cap on the number of players a club can loan in and out at international level pursuant to article 10 paragraphs 6, 7, 8 and 9 of the RSTP.

To ensure its smooth implementation for all stakeholders, there will be a three-year transition period:

From 1 July 2022 until 30	A maximum of <b>8</b> players loaned	A maximum of <b>8</b> players loaned in
June 2023	out	
From 1 July 2023 until 30	A maximum of <b>7</b> players loaned	A maximum of <b>7</b> players loaned in
June 2024	out	
From 1 July 2024	A maximum of <b>6</b> players loaned	A maximum of <b>6</b> players loaned in
	out	

It is important to mention that the cap on the number of international loans <u>applies at any given time during</u> <u>a season</u>.

In this sense, between 1 July 2022 and 30 June 2023, a club can loan **OUT** eight players during a registration period and then loan **OUT** another (different) set of eight players in the second registration period of the same season, provided there are never more than eight loans **OUT** at any time during the relevant season.

# J. Will there be any exceptions to the new cap on international loans a club may have, both in or out?

In order to promote the development of youth players, article 10 paragraph 7 of the RSTP provides a specific exemption regarding this limit for a specific group of players.

The limit on the number of loans will thus not apply to players who are loaned prior to the end of the season of the former club in which they turn 21 **AND** provided that they are club-trained players with the former club. For the sake of clarity, the <u>two conditions are cumulative</u>.

Consequently, if a player meets the above-mentioned criteria, the loan of said player will not fall within the cap for either the former club or the new club.

K. As from 1 July 2022, there will be a cap on the number of international loans out and in (eight loans in and eight loans out). What happens if, on 1 July 2022, Club X still has nine loans out that were concluded in January 2022 and are for a period longer than one year? Will the club be in breach of the regulations for being above the cap (eight loans out) even though these loans predate the entry into force of the new regulations?

In accordance with article 10 paragraph 2 of the RSTP, loan agreements that are longer than one year and predate the entry into force of these regulations may continue until their contractual expiration. Therefore, in this scenario, Club X will not be in breach of the regulations.





However, if a club has more international loans than allowed under the cap because the loan agreements are longer than one year and predate the entry into force of these regulations, a club will not be able to loan out or loan in new players (depending on the case) until the club is under the cap.

# L. As there is a cap of eight international loans in/out, can a club loan out eight players to the same club?

No, in addition to the cap of eight in and eight out, the new loan regulations explicitly state in article 10 paragraph 8 of the RSTP that a total of three loans in or out may be concluded between two specific clubs.

For example, Club X in England may not loan out more than three players to Club Y in France at any given time during a season.

It is important to highlight that these restrictions will apply irrespective of the players' age and whether the players are club-trained.

# M. Is there any exception or transition period concerning the limit on the international loan of players between specific clubs ("three-in three-out")?

There will be no transition period concerning the limit on the international loan of players between specific clubs, this will apply directly as from 1 July 2022.

# 4. Practical examples

## Practical example 1

Situation:

- Player A, born on 2 August 2001, has spent four seasons at Club X in France.
  - First spell: between the ages of 15 and 16
  - Second spell: between the ages of 19 and 20
- The season in France starts on 1 July and ends on 30 June of the following year.

### Question:

• On 1 August 2022, Club X loans Player A out to Club Y in Spain. They already have eight players out on international loan and wonder if they can loan out Player A?

### <u>Answer:</u>

The loan will be permitted and is exempt from the general limitations since Player A is under 21 and clubtrained.

• What matters is that Player A is club-trained **and** that the loan occurred before the end of the season of the former club in which the professional turns 21 (season 2022/2023).



#### Practical example 2

#### Situation:

- Club X in France has four professional players who are under 21 and qualify as club-trained players. Club X thinks that it would be best for the development of these players if all of them went out on loan at the same time and to the same club.
- Club Y in Spain agrees to take these four players on loan from 1 August 2022 to 30 July 2024.

#### Question:

• Club X states that there should be no problem since all four players are under 21 and are club-trained players. As such, it does not have to worry about the cap. Are there any potential issues?

#### Answer:

There are two issues.

- Irrespective of age or club-trained status, a club may only have a maximum of three professionals loaned out to the same club at any given time during a season.
- A loan agreement may be concluded for a minimum duration of the time between two registration periods and a maximum duration of one year.

#### **Practical example 3**

#### Situation:

• On 1 August 2022, Club X in France already has eight players out on international loans. Club X decides it would like to loan out another five of its players to other clubs in France (domestic loans).

#### Question:

• Club X wonders if they would have any issue with the five domestic loans, and if the same FIFA rules apply at national level for domestic loans.

#### Answer:

FIFA rules only regulate international loans. Associations are given three years from 1 July 2022 to implement a domestic loan system in line with the principle of ensuring the integrity of competitions, developing young players and preventing the hoarding of players. These rules must be agreed with domestic football stakeholders (for the avoidance of doubt, the limit on the number of loans at national level may differ from those at international level).



# **FIFA**<sup>®</sup>

Explanatory Notes on the New Provisions in the Regulations on the Status and Transfer of Players Regarding Registration Periods (Transfer Windows)

March 2023

## Introduction

As part of FIFA's commitment to constantly adapting the regulatory framework to the current reality of football and the transfer system, this document aims to provide additional and appropriate guidance to FIFA member associations (MAs) and their stakeholders in relation to the recent amendments and additions to the Regulations on the Status and Transfer of Players (RSTP), which concern registration periods, colloquially known as "transfer windows".

The amendments and additions to the RSTP with respect to the registration periods reflect the general principles <u>endorsed by the Football Stakeholders Committee</u> and <u>approved by the FIFA</u> <u>Council</u> on 20 May 2021.

These amendments are the result of extensive and thorough discussions with all stakeholders and focus on:

- providing greater flexibility regarding each season's registration periods;
- redefining the correlation between the following terms: (i) season; (ii) national (league) competition start date (introducing the new term "competition period"); and (iii) the opening and closing of the first registration period of a season;
- ensuring greater possibilities for unemployed players to be registered outside of registration periods, in accordance with article 6 of the RSTP.

## 1. Greater flexibility regarding registration periods

MAs organise their football calendar following two primary models: the dual-year season (e.g. starting in 2023 and finishing in 2024, i.e. the 2023-2024 season) and the single-year season (e.g. taking place in 2023 only, i.e. the 2023 season). One of the main reasons MAs organise their football calendar in one model, or the other, is climate.

In accordance with the RSTP, each MA may only have two registration periods for professional players<sup>1</sup> per season and players may only be registered during one of these registration periods. As it is well known, the RSTP establishes that a maximum of 16 weeks may be allocated, in total, for the registration periods.

Until the October 2022 edition of the RSTP, the following conditions with respect to the allocation of those 16 weeks were imposed:

- The first registration period may not exceed 12 weeks.
- The second registration period may not exceed four weeks.



<sup>&</sup>lt;sup>1</sup> Different periods may apply for men's football and women's football.

In that connection, one of the major issues that was identified through the discussions with global stakeholders was that the second registration period may not exceed four weeks, which is considerably shorter than the maximum duration of the first registration period.

The issue came to light in reference to situations when MAs applying different football calendar models have overlapping registration periods, as the relevant time frame during which the registration periods are simultaneously open can vary significantly. For example, MAs operating a single-year season model may find their maximum four-week window overlapping with the maximum 12-week window of MAs operating a dual-year season model. Traditionally, the first registration period for dual-year season models normally occurs between June and August and the second in January, whereas for single-year season models the first registration period normally occurs between January and March and the second in June or July.

The main concern for MAs adopting single-year season models was that the period during which their affiliated clubs are more vulnerable to "lose" players without being able to replace them corresponds to the time directly after their second registration period closes, as the first registration period remains open for MAs adopting a dual-year season model.

The lack of flexibility in the RSTP regarding the allocation of the cumulative 16 weeks' registration period (i.e. that the second registration period may not exceed four weeks) further exacerbated the issue since it often resulted in clubs finding themselves releasing players without the possibility to replace them. Moreover, attempts from MAs that adopt a single-year season model to align the start of their second registration period with the end of the first registration period of MAs that operate a dual-year season model have not been successful.

In light of the above, the corresponding regulatory amendments to article 6 paragraph 2 of the RSTP **aim to provide flexibility regarding each season's registration periods**.

These amendments have the following key considerations and objectives:

- ✓ Allow MAs to reduce the potential competitive disadvantages that arise from the lack of harmonisation among registration periods.
- ✓ Give the possibility to MAs to determine their two registration periods according to what best suits their domestic leagues, and to be able to take into account relationships with other leagues and the international transfer market.
- $\checkmark$  Give the possibility to MAs to take into account dates of continental competitions.
- ✓ More flexibility would bring about more advantages than disadvantages as MAs have different systems and modalities of competitions. Therefore, flexibility would facilitate registration of players.
- ✓ An increase in flexibility as to how registration periods are defined would seem to remedy most of the reported issues, without negatively impacting the football calendar as such.





✓ MAs that do not have any issues with the current status quo will be able to maintain their current parameters.

Along these lines, in accordance with the modified text of article 6 paragraph 2 of the RSTP, MAs have been afforded flexibility in how they allocate the cumulative total of 16 weeks over the two annual registration periods as follows:

- To maintain the cumulative maximum total of 16 weeks for both registration periods
- For the first registration period to not be shorter than eight weeks and not longer than 12<sup>2</sup>
- For the second registration period to:
  - occur during the middle of the season; and
  - not be shorter than four weeks or longer than eight weeks

Moreover, the content of <u>FIFA circular 1805</u> must be kept in mind. A similar circular referring to updates of articles of the RSTP that address, inter alia, registration periods, is sent out on a yearly basis. In this sense, particular attention is needed when fixing registration periods, notably the respective end date. In this regard, if the end date of a registration period is a holiday or non-business day in the country or territory of the MA's domicile, it will not be possible to extend it to the next business day if this would result in the MA exceeding the relevant maximum duration.

Furthermore, a specific transitory clause has been introduced in article 26 paragraph 4 of the RSTP with the intention that, in specific cases, MAs can already benefit from the implementation of the amendments to the regulatory framework with respect to the flexibility that has now been awarded regarding each season's registration periods.

In this sense, pursuant to this transitory provision, the second registration period of an MA may last up to eight weeks provided that the following conditions have been fulfilled at the time when the new edition of the RSTP (March 2023 edition) comes into force (1 April 2023):

- > The relevant competition period<sup>3</sup> of the MA has already started.
- > The first registration period in the relevant competition period has been completed and lasted less than 12 weeks.
- The total of both registration periods in the relevant competition period does not exceed 16 weeks.

However, please bear in mind that, in accordance with article 8 paragraph 2 of Annexe 3 to the RSTP, an MA may modify in the Transfer Matching System (TMS) the dates for a registration period that has already been entered in TMS prior to its commencement, provided that it notifies FIFA of the modification by sending an official request to <u>psdfifa@fifa.org</u>, however, taking due consideration that once a registration period has commenced, no modification of its dates is permitted.



<sup>&</sup>lt;sup>2</sup> Additional nuances about the first registration period will be explained further down.

<sup>&</sup>lt;sup>3</sup> The term "competition period" will be explained further down.

It is essential to highlight that, in order to ensure the correct and uniform application of the regulations, the practice, <u>which used to be recognised by FIFA</u>, where a period of one calendar month (therefore slightly more than four weeks) with regard to the second registration period was allowed, <u>will no longer be recognised</u>, given the additional flexibility that is now granted.

This means that MAs will have a total of exactly 112 days (16 weeks) to distribute between the first and second registration periods, provided that each registration period complies with the recently established minimum and maximum duration of each period in accordance with article 6 paragraph 2 of the RSTP.

Please note that the provisions related to the minimum and maximum duration of registration periods do not apply to purely amateur competitions. Therefore, MAs may decide to set in TMS a single registration period covering the entire season for all purely amateur competitions taking place during that season.

Finally, please note that article 6 is a binding provision at national level. Hence, and even though the transfer of players between clubs affiliated to the same MA is governed by national regulations, member associations may not provide for different registration periods at national level with respect to "first registrations" or national transfers. The registration periods communicated via TMS are binding for national and international transfers.

### 2. Redefining the correlation between the following terms:

- (i) Season
- (ii) National (league) competition start date (introducing the new term "competition period")
- (iii) The opening and closing of the first registration period of a season

The diverse landscape of football has brought to light several different approaches when addressing the start of the first registration period, and consequently of the season, and the start of domestic competitions.

In this regard, it is important to recall that the RSTP, as from its January 2021 edition until the October 2022 edition (which will be replaced by the March 2023 edition), provided the following:

## Definitions

**8**. Registration period: a period fixed by the relevant association in accordance with article 6 (emphasis added).

**9.** Season: a 12-month period commencing on the first day of the first registration period fixed by an association in accordance with article 6 (emphasis added).

## Article 6: Registration periods

2.

The first registration period shall begin on the first day of the season (emphasis added). This period may not exceed 12 weeks. The second registration period shall normally occur in the middle of the season and may not exceed four weeks. The two registration periods for the season





shall be entered into TMS at least 12 months before they come into force (cf. Annexe 3). All transfers, whether a national transfer or an international transfer, shall only occur within these registration periods, subject to the exceptions in article 6. FIFA shall determine the dates for any association that fails to communicate them on time.

It followed that <u>the definitions of "season" and "registration period" were interlinked</u>, as each referred to the other in its respective definition.

In this respect, after further thorough and extensive discussions with stakeholders, the following issues were identified:

- Definition of "season" and "opening of the first registration period" being intertwined: The definition of "season" imposed the obligation on MAs to set the same day for the start of the season and the opening of the first registration period, meaning that there was no possibility to separate the first match of the domestic league from the starting date of the first registration period.
- The definition of "season" did not take into account actual competition dates:
   For some MAs, strict compliance meant that the dates needed to be "stretched" to 12 months and the date of the first registration period also needed to be aligned, which created disadvantages, since the actual domestic competition started at a later stage and in many cases, the actual competition lasts less than 12 months.
- The commencement of the domestic competition:
   Lack of clarity of what the commencement of the actual domestic competition is.
- <u>Issues relating to the opening of the first registration period</u>: The framework did not consider that qualifying rounds of continental competitions, as well as domestic cup competitions, might take place in what is colloquially understood as the "off season" (period after the last match has been played in the domestic league competition, but before the first league match of the next domestic competition). As a consequence, clubs could not register new players during this period, unless the beginning of the "season" was moved back to match these dates.

The corresponding regulatory amendments aim to clarify the correlation between the terms: (i) season; (ii) national (league) competition start date by introducing the new term "competition period"; and (iii) the opening and closing of the first registration period of a season.

These amendments are based on the following key considerations:

- ✓ Allow specific national circumstances to be taken into consideration while ensuring a uniform approach within each MA.
- ✓ "Untangle" the definition of "season" from "the opening of the first registration period" in order to allow these concepts to be dealt with separately.





- ✓ Define "season" in a separate context to actual domestic competition dates in order to properly take into account the latter.
- ✓ Introduction of the new term "competition period" in order to clarify the actual national competition dates.
- Allow flexibility with regard to the opening of the first registration period in order to take into consideration continental competitions that take place before the start of the domestic competition.
- ✓ Once again, MAs that do not have any issues with the current status quo will also be able to maintain their current parameters.

The regulatory framework has been adapted via amendments to the RSTP and can be summarised as follows:

<u>Amendment to the definition of the term "season"</u>
 The amended definition now refers to <u>consecutive 12-months periods</u>, within which MA competitions, such as national league championships and national cup competitions, take place.

In this sense, the amended definition takes into account the two primary models in which MAs usually organise their football calendar. The domestic competitions of an MA should take place within the defined 12-month period.

With this in mind, MAs that use the dual-year format for their seasons should enter in TMS, as an example, that the 2023-2024 season starts on 1 July 2023 and finishes on 30 June 2024, and that the 2024-2025 season starts on 1 July 2024 and finishes on 30 June 2025.

Conversely, MAs that use the single-year format for their seasons should enter in TMS, as an example, that the 2024 season starts on 1 January 2024 and finishes on 31 December 2024, and that the 2025 season starts on 1 January 2025 and finishes on 31 December 2025.

Furthermore, it must be taken into account that the new definition of "season" does not oblige MAs to set the same day for the start of the season and the opening of the first registration period any more.

Similarly, an MA must enter the data in TMS in relation to the relevant season in accordance with the corresponding separate categories of competition, where applicable:

- i. Male professional competitions
- ii. Female professional competitions
- iii. Amateur competitions (female and male)

In the extraordinary case that an MA would need to organise a season that is shorter than 12 months, such as, for example, as a consequence of transitioning from the single-year format to the dual-year format, the MA may exceptionally introduce the corresponding



period in TMS prior to its commencement, provided that it notifies FIFA of the modification, however, taking due consideration that once a season has commenced, no modification of its dates may be permitted.

Introduction of the term "competition period" In order to clarify and take into account the actual domestic competition dates of an MA, the term "competition period" has been introduced in the RSTP. This new term explicitly references the first and last official match organised by an MA (or affiliated league) within a season.

<u>The concept of "competition period"</u> refers to the period that starts with the first official match of the national league championship or national cup competition – whichever takes place first – and ends with the last official match played in those competitions. Those competitions should be understood as generally taking place during the season of an MA. Therefore, the competition period of an MA will need to occur within the 12-month period that an MA will need to define as the relevant season.

It is to be noted that the term "official match" does not refer to a specific tier or level of competition. Whatever the tier or level of competition, the commencement of the competition period will be triggered with the first official match taking place within the respective season of the relevant MA [male professional competitions, female professional competitions or amateur competitions (female and male)], with the rationale being to keep the competition period as close as possible to the 12 months of the season. Conversely, the start of a continental competition will not be relevant to defining the competition period within an MA.

As an example, with respect to male professional competitions, an MA of country X that uses the dual-year format for its seasons should enter in TMS that during the 2023-2024 season (which starts on 1 July 2023 and finishes on 30 June 2024), the competition period starts on 1 August 2023, which would be the date of the first official match of the national male league championship, regardless of the tier of competition, and ends on 21 May 2024, which would be the date of the last official match of the national male cup competition, regardless of the tier of competition.

In this context, an MA must enter the data in TMS in relation to the competition period in accordance with the corresponding separate categories of competition, where applicable:

- i. Male professional competitions
- ii. Female professional competitions
- iii. Amateur competitions (female and male)

Moreover, an MA may modify the end of a competition period in TMS, provided that it notifies FIFA of the modification by sending an official request to psdfifa@fifa.org and subject to the relevant competition period being within the relevant season.

Finally, in view of the amendment to the definition of "season" and the introduction of the concept of "competition period", minor amendments to article 16, article 8 paragraph 1 k) of Annexe 3 and article 5.1 paragraph 11 of Annexe 6 to the RSTP have been made accordingly.

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## • Flexibility with regard to the opening of the first registration period

In order to take into consideration and facilitate the registration of players for continental competitions that take place before the start of the competition period, as well as other domestic particularities, article 6 paragraph 2 of the RSTP has been amended with the aim of providing some flexibility to MAs with regard to the opening of the first registration period.

In this sense, an MA is no longer obliged to open the first registration period on the same day as the start of the season. Instead, the first registration period may commence as early as the first day after the previous season's competition period ends. Therefore, MAs have the flexibility to open the first registration period after the day on which the last official match played in the national league championship/national cup competition of the relevant MA is played (in accordance with the defined competition period of the previous season), allowing, in case it is needed, the possibility to register players before the competition period of the new season begins.

To avoid the first registration period commencing very late into the season, and potentially very late into the competition period of the new season, the first registration period must, however, begin at the latest on the first day of the new season.

Following from the example mentioned above: if an MA of country X uses the dual-year format for its seasons and enters in TMS with respect to its male professional competitions that:

- the 2022-2023 season started on 1 July 2022 and finishes on 30 June 2023 12-month period complying with the amended definition of "season";
- the competition period for the 2022-2023 season is from 1 August 2022 (date of the first official match of the national male league championship, regardless of the tier of competition) until 21 May 2023 (date of the last official match of the national male cup competition, regardless of the tier of competition) competition period complying with the RSTP since the dates occur within the relevant season;
- the 2023-2024 season will start on 1 July 2023 and finish on 30 June 2024;
- ✓ the first registration period for the 2023-2024 season of male professional competitions in the MA of country X may begin as early as 22 May 2023 (the first day after the day on which the competition period of the previous 2022-2023 season ended, i.e. 21 May 2023) and at the latest on 1 July 2023 (the first day of the new season, i.e. 1 July 2023).
- ✓ in accordance with the RSTP, the first registration period may not be shorter than eight weeks or longer than 12 weeks;

A concrete example using an MA operating a dual-year format of the above-mentioned concepts would be the following:





EXPLANATORY NOTES ON THE NEW PROVISIONS IN THE REGULATIONS ON THE STATUS AND TRANSFER OF PLAYERS REGARDING REGISTRATION PERIODS (TRANSFER WINDOWS)

#### 21 May 2023 – 2022-2023 season

The last official match has been played in MA X in the previous season (which had its first official match on 1 August 2022 and its last one on 21 May 2023) during the 2022-2023 season (which was from 1 July 2022 until 30 June 2023).

#### 1 July 2023 –

The new season begins on 1 July 2023 and runs until 30 June 2024, thus making it the 2023-2024 season.

### **1 June 2023** – opening of first registration period

MA X has decided that its first registration period will open on 1 June 2023 (it could be open as early as 22 May 2023, i.e. after the last official match of the previous competition period has been played) and it will end on 24 August 2023.

The first registration period will last 12 weeks, thus MA X can have a second registration period of a maximum of four weeks.

#### 1 August 2023 – start of

**competition period for the 2023-2024 season:** since the first official match of the national competition is scheduled for 1 August 2023 and the last one for 21 May 2024, the competition period for the 2023-2024 season will be understood as starting on 1 August 2023 and ending on 21 May 2024.

2022-2023 competition period 1 August 2022 – 21 May 2023 First registration period of 2023-2024 1 June 2023 – 24 August 2023 2023-2024 season 1 July 2023 – 3

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2023-2024 competition period 1 August 2023 – 21 May 2024



### 3. Greater possibilities for unemployed players to be registered outside of registration periods, in accordance with article 6 of the RSTP

The modern football transfer system is a result of the outcome of the discussions and negotiations that led to the <u>agreement between FIFA</u>, <u>UEFA</u> and the <u>European Commission</u> in March 2001, which continues to be the basis of the current RSTP. This agreement grants FIFA an extensive autonomy for the self-regulation of the transfer of players, a fundamental characteristic of sport, particularly football, as compared to other economic and social activities.

In this regard, two of the main objectives of the transfer system framework consist in promoting and ensuring the maintenance of contractual stability, as well as the development and sustaining of competitive balance. As a consequence, the RSTP contains rules that affect employment relationships between clubs and players and, consequently, the possibilities for players to find employment. For instance, some of the rules in the RSTP have an impact on the freedom of players to move from one club to another and set certain conditions for such moves. To a certain extent, free movement of players is limited by the RSTP, with a view to maintaining fair and balanced competition and contractual stability.

Registration periods are one of the several measures contained in the RSTP intended to strengthen the principle of contractual stability. They also play an important role in safeguarding the sporting integrity of competitions. With this in mind, the importance that registration periods have within the transfer system should not be underestimated. It is equally important to recall that the Court of Justice of the European Union in "Lehtonen"<sup>4</sup> acknowledged that "the setting of deadlines for transfers of players may meet the objective of ensuring the regularity of sporting competitions."<sup>5</sup>

In accordance with the RSTP, with the recent exception of players participating in friendly matches during a trial,<sup>6</sup> all players must be registered at an MA to play for a club and only then are they eligible to participate in organised football. Relevant to the matter at hand, players may only register to play for a club during the registration periods. Therefore, as a general rule, players may only be registered during one of the two annual registration periods fixed by the relevant MA.

As it is well known, modernising the football regulatory framework has been one of FIFA's key pillars since the launch of FIFA 2.0 and is the first objective of The Vision 2020-2023. In this sense, although the principles of contractual stability and safeguarding the sporting integrity of competitions are still sound for the transfer system, and as a consequence the importance of the



<sup>&</sup>lt;sup>4</sup> <u>https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=ecli%3AECLI%3AEU%3AC%3A2000%3A201.</u>

<sup>&</sup>lt;sup>5</sup> Furthermore, it is stated that "Late transfers might be liable to change substantially the sporting strength of one or other team in the course of the championship, thus calling into question the comparability of results between the teams taking part in that championship, and consequently the proper functioning of the championship as a whole."

<sup>&</sup>lt;sup>6</sup> A trial, defined in the RSTP as "a temporary period during which a player that is not registered with a club is evaluated by that club", is only valid in case the conditions in article 19ter of the RSTP have been duly fulfilled, including the timely upload of the FIFA Trial Form in TMS before the trial commences. Only in such cases is a triallist is permitted to participate in friendly matches, provided that those friendly matches take place during the defined period of the trial, as well as any activity that does not fall within the scope of organised football.

registration periods still needs to be protected, the extensive review of the modern football transfer system has led to the analysis of the exceptions to the general rule that establishes that players may only be registered during the registration periods with the aim of ensuring greater possibilities for unemployed players to be registered outside of registration periods.

In that connection, it has been deemed crucial to take into account that no professional player should face unnecessary obstacles to their employment, and that professional football players not only rely on their footballing activity to earn a living, but also have relatively short careers compared to other traditional forms of employment. Any prolonged absence from playing potentially has a substantial impact on their career and livelihood. Nevertheless, it has also been deemed essential to place a key focus on avoiding abuse and to protect sporting integrity at all times.

The importance of balancing the vital role of the registration periods and providing more opportunities to unemployed players to be registered outside the transfer windows has led FIFA to address this issue. In this context, the majority of the relevant amendments has been implemented in article 6 of the RSTP and can be summarised as follows:

✓ Exceptions to the rule contained in article 6 paragraph 1 of the RSTP that establishes that players, regardless of whether they are amateurs or professionals, may only be registered during one of the two registration periods fixed by the relevant MA

The circumstances in which MAs are authorised to, as an exception to the general rule, register players outside a registration period are now included and clearly defined in article 6 paragraph 3 of the RSTP.

 Exception related to a professional who has unilaterally terminated their contract with just cause, or whose contract has been unilaterally terminated without just cause by their club – article 6 paragraph 3 a) of the RSTP

In this regard, the registration outside a registration period of unemployed professional players would generally be permitted if the previous contract of the relevant player has been unilaterally terminated without just cause by the club or with just cause by the player.

This exception serves to protect players who find themselves unemployed outside of a registration period in circumstances where they often bear no fault and where a rigid application of the concept of registration periods may prove to be overly burdensome for players in such situations.

In such cases, the exception allows a professional player to be registered outside of any registration period, independently of when the termination occurred.

It is relevant to highlight that for the exception to be applied, it is not enough that the player asserts that they had just cause to terminate the contract (or that the player only asserts that the club terminated the contract without just cause). In such circumstances, the termination with just cause by the player (or termination without just cause by the club) must be demonstrated on a *prima facie* basis.



The FIFA administration will then assess on that *prima facie* basis if the termination occurred with or without just cause as quickly and as swiftly as possible. The specific circumstances of each individual case will be considered with a pragmatic approach and with the best interests of unemployed players at the forefront. An important consideration will always be to facilitate a player's search for employment, taking into account all relevant circumstances of each case.

Within this context, it is equally important to emphasise that such *prima facie* assessment has no bearing on a potential future decision of the FIFA Football Tribunal regarding the consequences of the respective termination of contract (i.e. possible financial consequences and/or consequences related to possible sporting sanctions). These consequences will always be for the FIFA Football Tribunal to determine, in the context of a possible contractual dispute.

Moreover, it is worth pointing out that, contrary to previous editions of the RSTP, the reference to "provisional measures" in these types of registrations has been removed. In other words, a registration of a player, if allowed by FIFA based on this *prima facie* assessment, and if approved by the relevant MA, would no longer be called "provisional".

✓ Exception related to a professional whose contract has naturally expired or has been mutually terminated – article 6 paragraph 3 b) of the RSTP

This exception serves as a safety net for unemployed professional players insofar that it protects them from the strict formal requirements that may result out of the existence of registration periods. It caters to situations whereby professional players may find themselves only being able to find new employment after the closure of the respective registration period. Players whose contracts naturally expired or were mutually terminated prior to the closure of the registration period applicable to the engaging club can, in these circumstances, also be registered for that club *after* the closure of that registration period.

It must be noted that this exception only applies to professional players.

Furthermore, it must be highlighted that the moment **when** a contract expires in a natural manner or when it is mutually terminated is the decisive factor in the application of this exception. This event will always need to occur prior to the end of the registration period of the engaging club for this exception to apply.

Moreover, in the context of this exception, the term "engaging club" refers to the club receiving the player. The engaging club is also colloquially known as the "new club" of a player.

The idea behind this exception is that the professional must have pursued another employment contract unsuccessfully during a period in which they would normally be allowed to register for the engaging club. In other words, this provision exists to protect professional players from being unable to pursue their career and earn an income in circumstances where:

• following the expiry or mutual termination of their last employment contract, they were unable to find new employment during the relevant registration period of the engaging club; and





• they ultimately manage to find employment with the engaging club, but outside of the registration period of that club.

Below is an example illustrating this exception:

- > A professional's contract expired (or was mutually terminated) on 31 July.
- > Only in October is the player able find a new club and sign a new contract with it.
- > The registration period fixed by the MA of the new club ended on 31 August.
- In this case, since the player's former contract had expired prior to the end of the registration period of the MA of the engaging club, the player can benefit from the exception.
- If the professional's previous contract had expired on 30 September, they would not have been able to rely on the exception, since at the time the registration period of the MA of the envisaged new club had ended, their contract with their former club was still valid.
- ✓ Exceptions related to:
- Temporary replacement of a female player that has taken maternity leave article 6 paragraph 3 c) of the RSTP
- Female player may be registered outside of a registration period upon completion of her maternity leave article 6 paragraph 3 d) of the RSTP
- COVID-19 exception article 6 paragraph 3 e) of the RSTP

No amendments as to the substance have been made to these existing exceptions to the general rule; only minor cosmetic amendments to reflect that the exceptions are included article 6 paragraph 3 of the RSTP.

For the avoidance of doubt, the obligation of MAs to adapt their national regulations according to the exceptions in article 6 paragraph 3 c) and d) is now stated in article 6 paragraph 6 of the RSTP.

✓ Member associations shall pay due consideration to the sporting integrity of the relevant competition whenever a registration outside a registration period is permitted – article 6 paragraph 4 of the RSTP

As mentioned before, the protection of sporting integrity has been a key consideration of the adaptation of the regulatory framework with regard to providing more opportunities for unemployed players to be registered outside the registration periods. That is why the exceptions in article 6 paragraph 3 of the RSTP are not absolute.

This includes MAs being able to determine whether or not to register a professional player outside of the registration period even if the conditions for an exception are, as such, fulfilled. This allows MAs to protect the sporting integrity of their domestic competitions at all times.

With respect to the protection of sporting regularity and integrity, the underlying idea is that, in particular, registering a player with a club in the end phase of a domestic competition may create concerns related to the integrity of that competition. Conversely, at an earlier stage of a



competition, for example in the phase prior to the opening of the second registration period (i.e. during the first half of a competition), there should generally be fewer concerns of this nature. Ultimately, however, this assessment will always have to be made by the respective MA, taking into account all relevant circumstances of the competition concerned.

In this context, the new wording expressly provides that collective bargaining agreements properly negotiated by employers' and employees' representatives at domestic level in accordance with national law may define the parameters of protection to the sporting integrity of a domestic competition in a more specific manner.

✓ Domestic regulatory provisions or contractual agreements requiring the consent of the former club to register the player shall be null and void – article 6 paragraph 5 of the RSTP

It is paramount that no unemployed players face additional unnecessary obstacles to their employment. Article 6 paragraph 5 of the RSTP establishes that in cases where a registration outside a registration period is allowed by the FIFA administration in accordance with the exception in article 6 paragraph 3 a) of the RSTP, any domestic regulatory provision or contractual agreement requiring the consent of the former club to register the player shall be null and void. In other words, no club will be able to rely on such a provision to prevent the registration of a player with their engaging club.

Similarly, said article explicitly clarifies that the consent of the former club is categorically not required in order to register a player in cases where a player's contract has expired. In other words, whenever a player's contract has expired, a player's former club can never take the position that its consent would be required for the registration of that player with a new club. Notwithstanding the above, these rules do not affect the obligation of the engaging club to upload a proof of last contract end date in TMS where required (cf. art. 10 par. 6. a. ii. of Annexe 3 to the RSTP).

✓ Article 6 of the RSTP is a binding mandatory provision that must be included without modification in the MA's domestic regulations

MAs are reminded that article 6 of the RSTP is a binding provision at national level and therefore must be included without modifications in the respective domestic regulations in accordance with article 1 paragraph 3 a) of the RSTP.

In that connection, MAs may not provide for any further exceptions to the fundamental rule established in article 6 paragraph 1 of the RSTP and, as per article 6 paragraph 5 of the RSTP, may not include provisions in their domestic regulations that require the consent of the former club in order to finalise the registration of the player with the engaging club for those cases involving the exception in article 6 paragraph 3 a) of the RSTP.

✓ The limitations per article 5 paragraph 4 of the RSTP do not apply if a player wishes to be registered based on the exception as per article 6 paragraph 3 a).

The general rule in article 5 paragraph 4 of the RSTP establishes that a player can be registered for three clubs but only play in official matches for two clubs during one season. This limitation



has the objective to strike a balance between the players' right to free movement and the need to protect both contractual stability and the legitimate interest in maintaining the sporting integrity of competitions.

Taking into consideration that players that can benefit from the exception in article 6 paragraph 3 a) of the RSTP are those who find themselves unemployed outside of a registration period through no fault of their own, an exception to the "three registrations, two clubs" rule has been introduced to protect these unemployed players. As a consequence, the limitation in article 5 paragraph 4 of the RSTP will not apply to those players that wish to be registered based on the exception as per article 6 paragraph 3 a).



# FIFA

## **Enclosure 1**

Explanatory notes on the FIFA Football Agent Regulations

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

January 2023

### 1. Introduction

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

### 2. What is a football agent?

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

A transaction is:

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

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

### 3. What are football agent services?

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

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

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





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

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

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

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

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

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

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

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

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



### 6. Who pays for the football agent services?

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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

A representation agreement will have an international dimension whenever:

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

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

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

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





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

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

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

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

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

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

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

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

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

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



A table explaining which bo	dy has the competence	e to enforce the FFAR:
1 0		

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

### 11. When will the FFAR enter into force?

The FFAR will enter into force as follows:

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

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

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



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

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

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

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

### 13. What about existing representation agreements?

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

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

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



### 14. What is the Football Agent Working Group?

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



## FIFA® CLEARING HOUSE

### Explanatory notes on the FIFA Clearing House Regulations

November 2022



### FIFA CLEARING HOUSE

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### **Explanatory Notes on the FIFA Clearing House Regulations**

This document aims to provide additional and appropriate guidance to FIFA member associations (MAs) and their stakeholders, including all potential clients of the FIFA Clearing House, in relation to the amendments and additions to FIFA regulations for operation of the FIFA Clearing House, in particular by the introduction of the FIFA Clearing House Regulations.

### 1. Introduction and objectives

The FIFA Clearing House is a central aspect of FIFA's ongoing commitment to introducing fundamental changes to the football transfer system. The idea of establishing a clearing house came from the FIFA Football Stakeholders Committee and was then endorsed by the FIFA Council back in October 2018, as part of the first reform package of the transfer system.

In the following months and years, the FIFA Clearing House project was taking shape with the main goals of centralising, processing and automating payments between clubs, initially relating to training rewards (training compensation and solidarity contributions), and of promoting financial transparency and integrity, via the establishment of an external entity, the FIFA Clearing House (FCH), to process those payments and ensure compliance with international financial regulations.

The process of distribution of training rewards through the FIFA Clearing House consists of three steps: (1) the identification of entitlement to training rewards, (2) the completion of the Electronic Player Passport (EPP) and (3) the payments between clubs through the FCH. This process is regulated through the FIFA Clearing House Regulations.

The FIFA Clearing House Regulations have the following structure:

- Section I Introductory provisions (articles 1-3): objectives, scope and description of the FCH entity
- Section II Identification and calculation of training rewards (articles 4-11): registration and transfer of players; training rewards trigger (first professional registration, international transfer, domestic transfer with an international dimension); EPP and review process; and FIFA determination
- Section III FIFA Clearing House payment process (articles 12-14): allocation statement; payment by the new club; payments by the FCH to the training club(s)
- Section IV Compliance assessment (articles 15-16): compliance assessment; consequences of compliance assessment failures
- Section V Sanctions and disputes (articles 17-18)
- Section VI Final provisions (articles 19-26): applicability in time; transitory provisions; references; matters not provided for; official languages; inconsistency; operational management; enforcement

### 2. General questions

#### 2.a. What is a training rewards trigger?

A training rewards trigger is an event related to the registration of a player that may give entitlement to training rewards to the clubs having trained the player in accordance with the FIFA Regulations on the Status and Transfer of Players (RSTP). Examples of training rewards triggers are international transfers, domestic transfers with transfer compensation or the first registration of a player as a professional.

## 2.b. As from when will payments of training rewards be processed through the FIFA Clearing House?

Any payment of training compensation or solidarity contribution within the regulatory framework of FIFA in accordance with the RSTP, and arising from a trigger of training rewards occurring as from 16 November 2022, will be processed through the FIFA Clearing House.

It is worth noting that transfers or registrations of players having occurred before go-live of the FIFA Clearing House (16 November 2022) will be paid and processed with the current claims system. Accordingly, training rewards related to instalments falling due after 16 November 2022, but which still result from transfers concluded before the entry into force of the FIFA Clearing House Regulations (CHR), will be paid and processed with the current claims system.

## 3. Registration and transfer of players - Article 4, FIFA Clearing House Regulations

## 3.a. What role do clubs play in ensuring that reliable, accurate and complete player registration information is made available to FIFA (art. 4 par. 1)?

Clubs shall ensure that:

- players are always correctly registered in the national registration system of their member association, including the status (amateur / professional) and the type of registration (permanent / on loan);
- the International Transfer Certificate (ITC) process is followed, in accordance with the RSTP for players that were previously registered at clubs affiliated to other member associations; and
- the usage of the correct FIFA ID for the player is respected when entering any instruction in FIFA TMS or in a domestic electronic system, or when registering the player in the national registration system.

### 3.b. What are the requirements for an electronic player registration system and an electronic domestic transfer system (art. 4 par. 3)?

It is worth reminding that, in accordance with the RSTP and as stated in FIFA circulars <u>no. 1654</u> (26 November 2018) and <u>no. 1679</u> (1 July 2019), member associations must implement electronic domestic transfer and registration systems and integrate them with TMS, the FIFA Connect ID Service and the FIFA Connect Interface. These provisions have been mandatory since 1 July 2020.

Domestic electronic systems (national registration systems and domestic transfer systems) shall be integrated with FIFA Connect ID, for the assignment of FIFA IDs to players and clubs, and for the electronic exchange of registration and domestic transfer information, where required.

Moreover, domestic transfer systems must have a matching mechanism for ensuring that the correct information is entered and verified when declaring a domestic transfer.

## 3.c. How shall member associations ensure that the same FIFA ID is used for a player across member associations and TMS?

It is very important that member associations make sure not to assign a new FIFA ID to a player that already exists in FIFA Connect ID.

Member associations shall use the functionality provided by FIFA Connect ID to identify possible existing registrations of the player in other electronic systems and shall assign the corresponding existing FIFA ID to the player in their electronic systems, where applicable.

This functionality is also integrated in TMS in the process of deduplication of players.

## 3.d. Where shall member associations categorise their clubs for training compensation (art. 4 par. 5 and 6)?

Member associations shall categorise their clubs in accordance with the RSTP and relevant information provided by FIFA through circulars.

The categorisation of their clubs must be entered by the member association into their national registration systems, communicated by the system to the FIFA Connect ID Service and manually entered or confirmed in TMS.

#### 4. Training rewards triggers – Articles 5, 6 and 7

# 4.a. Which training rewards triggers or events shall member associations communicate to FIFA in relation to the distribution of payments of training rewards and how?

a) First registrations as a professional at domestic level: all change of status from amateur to professional of male players shall be communicated to FIFA through the FIFA Connect interface from the National Registration System of the member association (article 5



CHR), or shall be manually declared in TMS, if an exception has been granted in writing by FIFA (article 5.4 CHR), within 30 days of the registration of the player.

- b) First registrations as a professional arising from an international transfer: these registrations shall be declared as part of an international transfer instruction in TMS and shall not be declared separately via an automatic or manually declaration (article 5.9 CHR).
- c) National transfers of players with transfer compensation: all transfers of a player with transfer compensation (i.e. release/buy-out fee, fixed fees, conditional fees and/or a sell-on fee) between clubs affiliated to the same member association shall be communicated to FIFA through the FIFA Connect interface from the domestic transfer system of the member association (article 7.5 CHR), or shall be manually declared in TMS if an exception has been granted by FIFA (article 7.7 CHR), within 30 days of the registration of the player. It is important to point out that if a transfer of a player between clubs affiliated to the same member association does not include any transfer compensation, it shall not be declared to FIFA.
- d) Payments of transfer compensation in national transfers of players: all proof of payments related to the transfer compensation of the transfer of a player within the same member association shall be communicated to FIFA through the FIFA Connect interface from the domestic transfer system of the member association (article 7.5 CHR), or shall be manually declared in TMS if an exception has been granted by FIFA (article 7.7 CHR), within 30 days of the registration of the player.
- e) International transfers: shall be declared in TMS in accordance with RSTP and its annexe 3 (article 6 CHR).

# 4.b. In cases where a player reacquires professional status, should the member association only declare the first registration as a professional if the reacquisition happens within 30 months of the player re-registering as a professional (article 5 CHR)?

No, all cases where a player changes status from amateur to professional must be declared.

# 4.c. Shall member associations communicate or declare all first registrations as a professional or domestic transfers involving transfer compensation, or may they filter out those without international dimension (articles 5 and 6 CHR)?

Member associations need to declare all first professional registrations of players and domestic transfers involving transfer compensation irrespective of whether there is an international dimension, i.e. of whether the player has been trained at clubs affiliated to other member associations or not.

In cases where the member association has been granted an exception by FIFA (art. 7 par. 9 CHR), they may declare only domestic transfers involving transfer compensation of players where they determine there is an international dimension.



TABLE OF CONTENTS / EXPLANATORY NOTES ON THE FIFA CLEARING HOUSE REGULATIONS All trigger events shall be communicated by member associations as they could potentially give raise to training rewards. If it is showed at the beginning of the EPP process that first professional registrations or domestic transfers do not have an international dimension, the case will be discarded (see section 5).

### 4.d. How should a club declare a training compensation payment to a former club when it is included in the transfer compensation (art. 6 par. 2 and art. 7)?

In cases where a player registers at a new club for which payment of training compensation shall be due to the former club and there is a transfer agreement between the former and the new club of the player with transfer compensation, an EPP will be generated.

Where applicable, the new club may upload the transfer agreement in the corresponding EPP demonstrating that there is no clause assigning the payment of training compensation in addition to the transfer compensation, which implies that training compensation was included as part of the transfer compensation. Within the EPP review process (section 5) in TMS, these agreements should be declared within the "waiver" section.

# 4.e. What is the process for a member association to request to declare first registrations as a professional and/or domestic transfers with transfer compensation manually in TMS (art. 5 par. 4 and art. 7 par. 5)?

Request for declaring domestic transfers with transfer compensation and/or first registrations as a professional, manually in TMS instead of electronically through the FIFA Connect interface, must be made in written form by the relevant member association's TMS manager.

Such request shall be sent via email to <u>CHhelpdesk@fifa.org</u>.

## 4.f. What is the process for a member association to request an exception for declaration of domestic transfers only with international dimension?

Request for an exception to declare only domestic transfers with international dimension shall be made following the requirements and in accordance with art. 7 paragraph 9 of the CHR, after prior written approval of the FIFA general secretariat.

Such request shall be sent via email to <u>CHhelpdesk@fifa.org</u> including the number of domestic transfers with transfer compensation that took place at the member association during the calendar year prior to sending the request.

#### 5. Electronic Player Passport – Articles 8, 9 and 10

#### 5.a. What is the Electronic Player Passport (EPP)?

An Electronic Player Passport (EPP) is an electronic document containing the consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan),

and the club(s) (including training category) with which they have been registered since the calendar year of their 12th birthday.

The EPP is generated by FIFA whenever a training rewards trigger is identified. A review process will guarantee that all interested member associations and clubs can provide the relevant registration information and documents, so that the EPP is complete.

This electronic document is generated by and stored in FIFA TMS. It can be found in the "Player Passports" area.

## 5.b. Which registration information shall member associations provide to FIFA for the generation of the EPP of the player?

All registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12<sup>th</sup> birthday.

#### 5.c. When is the provisional EPP generated by TMS?

The provisional EPP for the relevant player is generated in TMS when a training rewards trigger is identified as defined in the aforementioned Section 3.

#### 5.d. Which are the training rewards?

As per art. 20 and 21 & Annexe 4 and 5 of the RSTP, the training rewards are the following:

- Training compensation, which is payable until the player's 23<sup>rd</sup> birthday for training incurred up to the calendar year of their 21<sup>st</sup> birthday when:
  - the player is registered for the first time as a professional (change of status from amateur to professional) before the end of the calendar year of their 23<sup>rd</sup> birthday, and has been trained at a club affiliated to different MA to where he is being registered; or
  - the player is transferred between clubs of two different associations before the end of the calendar year of their 23<sup>rd</sup> birthday, during or at the end of their contract.
- Solidarity contribution, which is payable during the player's entire career to clubs that trained the player up to the end of the calendar year of their 23<sup>rd</sup> birthday when:
  - the player is transferred internationally (or nationally and there is an international dimension) before the expiry of their current contract; and
  - there are payments in the context of the transfer of the player with the objective of transferring the player to the new club (transfer compensation).

#### 5.e. How are the training rewards calculated?

In line with art. 20 and 21 & Annexe 4 and 5 of the RSTP:

- Training compensation is proportional to the amount of training cost that would have been incurred by the new club if it had trained the player itself (calculated by category of club and confederation as per the relevant FIFA Circular);
- Solidarity contribution amounts to a maximum of 5% of any transfer compensation paid for the purpose of transferring the player (excluding training compensation).

#### 5.f. Who can access a provisional EPP in TMS?

The provisional EPP is available for inspection to <u>all member associations and clubs</u> for ten (10) days in TMS after generation. All TMS managers (of clubs and member associations) are advised to check the "Player Passports" area in TMS regularly.

### 5.g. How is a member association able to participate in the review of an EPP and how will it be notified about this?

There are three options:

- Added automatically when providing information through FIFA Connect interface
- Invited to participate by FIFA general secretariat
- Requests to participate and accepted by FIFA general secretariat

In all these cases, the member association will be notified of its participation by email and in the TMS dashboard.

## 5.h. How may a club request that a registration of the player at their club is added in the EPP of the player?

A club that is not listed in the provisional EPP and believes that it should be included in the final EPP may request its member association to be included in the EPP review process and to provide pertinent registration information.

## 5.i. Which member associations and clubs participate in the review process of an EPP?

There are five possibilities:

- The member associations that have provided registration information relating to the player through the FIFA Connect interface;
- Their relevant affiliated club(s);

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- Any member association that has requested to be included (cf. article 8 paragraph 3) and their relevant affiliated club(s), at the discretion of the FIFA general secretariat; and
- Other member association(s) deemed relevant by the FIFA general secretariat, at its discretion.

#### 5.j. How long does the EPP review process last?

The review process opened by FIFA lasts for ten (10) days and may be exceptionally extended by the FIFA general secretariat, at its discretion.

#### 5.k. Which amendments can a participating member association request in the EPP review process?

Participating member associations may request to amend: registration information, training category, the status of a player (professional/amateur) or the type of registration (permanent/loan).

Likewise, a new registration can be requested to be added (Club FIFA ID is required; if not existing yet, it must be generated in the national registration system), and existing registration can be requested to be removed.

#### 5.1. How can a participating member association request the amendment of registration information in the EPP review process?

The member association shall submit its request to amend registration information directly in the EPP of relevance, in TMS, along the following documents, without limitation:

- Proof of registration •
- Employment contract (if permanent)
- ITC (optional)

#### 5.m. Which documents can be provided by participating clubs in the EPP review process?

Participating clubs can provide relevant information and documents during the EPP review process. These include waivers (to be provided by the new club of the player) and contract offers (by former club of the player), among others.

#### 5.n. How may a training club challenge a waiver provided by the new club of the player in an EPP?

The respective training club may challenge the validity of the waiver provided by the new club by submitting its position in TMS along the documentation it deems relevant in support of its challenge.

### 5.o. How may a new club challenge a contract offer provided by the former club of the player in an EPP?

The new club may challenge the validity or content of the contract offer provided by the training club (or prove that the training club is not able to provide a contract offer) by submitting its position in TMS along the documentation it deems relevant in support of its challenge.

### 5.p. What happens if the provided information within the context of a document (or its challenge) is unclear?

The FIFA general secretariat may request any party involved in an EPP review process to provide further information at any time.

### 5.q. How will FIFA contact the parties involved in an EPP for requesting further information (art. 10.2 CHR)?

FIFA will contact the parties via a communication tool directly available in the relevant EPP in TMS, under the tab "Messages". Parties will be notified in TMS and via email of new messages from FIFA in an EPP.

#### 5.r. What can a member association do in cases where the EPP review process has been started, or the EPP has become final, and they did not participate in the EPP, despite the player having been registered at their member association?

A member association that has failed to request its participation during the inspection period (art. 8.3 CHR) may not participate to the EPP review process unless being requested to do so by the FIFA general secretariat (art. 9.1 e)).

#### 5.s. For which complex matters may an EPP be referred to the DRC for decision?

The FIFA general secretariat may recognise situations of legal or factual complexity in an EPP and refer them to the DRC, such as, but not limited to, the alleged registration of a player or the validity of a waiver or a contract offer (art. 10.3 CHR).

## 5.t. How does the adjudication work in cases of referral of the matter to the DRC for decision?

The EPP review process will be paused pending the DRC decision and the status in TMS in the EPP of relevance will indicate that the EPP has been referred to the DRC. The DRC will decide on the case(s) of legal and/or factual complexity contained in the EPP, following art. 28bis of the Procedural Rules of the Football Tribunal (Procedural Rules) and in line with art. 22 par. 1 lit. f) of the RSTP.



#### 5.u. Can the EPP and the Allocation Statement be appealed by the parties in an EPP process?

Yes. The final EPP (containing the grounds of the decision of the DRC) and the Allocation Statement will be notified to the clubs and member association participating in the EPP review process via TMS (art. 10.5 CHR). There is a period of 21 days for any party of the EPP review process to appeal at CAS the final EPP and/or the Allocation Statement.

Once the EPP is final and binding, the FIFA Clearing House procedure (compliance assessment and payment) can start.

#### 5.v. What happens if one of the notified documents is timely appealed at CAS?

A valid and timely appeal to CAS suspends the legal effects of an EPP and of the corresponding Allocation Statement for the duration of the respective proceedings before CAS (art. 10.5 lit. d)).

#### 5.w. Where and how long will the final EPP be available for member associations and clubs?

A final EPP for each training rewards trigger will be permanently available in TMS for inspection by all member associations and clubs (art. 10.6 CHR).

#### 5.x. What happens if a member association fails to provide accurate registration information during an EPP review process or whose electronic player registration system and/or electronic domestic transfer system is not integrated with the FIFA Connect Interface?

The member association in question may face the following sanction(s) (art. 17.3 CHR):

- A fine; and
- An order to pay to its affiliated club the training rewards that it did not receive as a consequence of the wrong or missing information provided, or as a consequence of the failure to communicate/manually declare a trigger.

#### 5.y. What happens if a member association fails to automatically communicate or manually declare a training rewards trigger to FIFA?

The member association in question may face the following sanction(s) (art. 17.4 CHR):

- A fine: and
- An order to pay restitution to the training club, an amount equivalent to the training reward that should have been paid, if there had been no failure by the relevant member association.



#### 6. Proof of payment – Article 11

### 6.a. How will the declaration of the proof of payment of transfer compensation trigger the distribution of payments of solidarity contribution?

When an international or domestic transfer with payments is declared, a corresponding EPP is generated in TMS for review by the clubs and member associations.

Once the EPP has been finalized, each proof of payment declared or uploaded in relation to the transfer of the player in question will trigger the generation of an allocation statement for distribution of the corresponding solidarity contribution. If the proof of payment is declared or uploaded before the EPP becomes final, the corresponding allocation statement will be generated once the EPP is finalized.

### 6.b. Which amount must be retained in the payment of transfer compensation for the purpose of solidarity contribution?

The proof of payment declared to FIFA plays a crucial role in the calculation of training rewards.

Following article 1 of Annexe 5 to the RSTP, 5% of any transfer compensation shall be deducted for payment of solidarity contribution; consequently, the amount declared in the proof of payment within TMS will be considered to always reflect the 95% of the respective transfer compensation.

Member associations and clubs shall consider this when making and declaring payments of transfer compensation that trigger payment of solidarity contribution through the FIFA Clearing House.

### FIFA Clearing House: compliance and payment process – Articles 12, 13, 14, 15 and 16

## 7.a. Which payments will be processed and which will not be processed through the FIFA Clearing House?

The FIFA Clearing House will only process payments based on Allocation Statements received from FIFA. The FIFA Clearing House will not process any other transactions, and clubs or member associations are not able to request any payments to be made.

In addition, payments will only be processed once the relevant clubs involved in the transaction have passed a compliance assessment.

## 7.b. Who bears the banking fees when payments are made to or from the FIFA Clearing House?

When a new club makes a payment to the FIFA Clearing House all costs charged by the bank of the new club to make the payment are to be borne by the new club. This is the same for any

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charges to convert funds when the new club does not hold an account in the currency being requested by the FIFA Clearing House. It is essential that the FIFA Clearing House receives the full amount requested in the correct currency. Any shortfall can lead to sanction for a payment failure according to article 17.6.

The FIFA Clearing House will bear banking fees for payment out to the training club(s) in the currency stipulated in the allocation statement. If the training club does not hold an account in that currency the training club's bank may charge fees to convert to the local currency. These fees will be the responsibility of the training club.

# 7.c. How will the levy of 2.5% be paid to the training clubs in cases where the new club fails to pay the requested amount to the FIFA Clearing House by the specified deadline (art. 13 par. 4)?

When a new club fails to pay the full amount to the FIFA Clearing House within the 30-day deadline, the FIFA Clearing House will issue a dunning notification to the club with the 2.5% levy applied and giving the club further 7 days to make the full payment.

If the new club makes the full payment after the 30-day deadline and before the further 7-day deadline, including the 2.5% levy, then the payment will be made to the training club, including the corresponding 2.5% levy, as per the normal payment process through the FIFA Clearing House.

## 7.d. How will the FIFA Clearing House contact clubs and member associations for processing of payments?

The contact information available in TMS will be used for the primary contact at the club or member association.

- i. Where the club or member association is active in TMS, then the TMS manager will be the primary contact.
- ii. Where the club is not active in TMS but some contact information is available, this will be used as the primary contact.
- iii. Where no club contact information is available, the contact details of the member association TMS manager will be provided. The FIFA Clearing House will then contact the member association TMS manager to provide contact details of the club.

## 7.e. Why is the transitory measure in article 16 par. 1 lit. f) applicable until 31 December 2023? What is the purpose of this transitory measure?

FIFA understands that the FIFA Clearing House processes will be new to many clubs. To ensure that the payment of training rewards is not unduly affected by the implementation of the FIFA Clearing House, this measure will ensure that, where a Training Club has passed a compliance assessment and should receive funds, this entitlement will not be delayed due to a failure of a new club to pass a compliance assessment in the first year of operations.



## 7.f. Is a bank account required to pass the compliance assessment of the FIFA Clearing House?

Yes, each club or member association that is due to pay or receive training rewards must have a bank account in its own name. As part of the compliance assessment, the club will be required to provide evidence that the account is in its own name.

For the avoidance of doubt, if funds are received from a different account to that which was identified in the compliance assessment, the funds will be rejected.

## 7.g. Which information do clubs need to provide to the FIFA Clearing House for their compliance assessment?

The information to be provided to the FIFA Clearing House will vary depending on the risk rating of the party. It is at the FIFA Clearing House's discretion as to what documents need to be provided. The original copy of the documents needs to be provided, together with a translation into one of the three FIFA official languages (English, Spanish or French) if not originally issued in one of those languages. At a minimum, the club will be required to provide:

- i. For the legal entity
  - a. Certified copy of trade register, or equivalent
  - b. Articles of association, or equivalent
  - c. Bank statement for account to be used in the transaction in the name of the club
- ii. For the legal representatives and Ultimate Beneficial Owners (UBOs)
  - a. Certified copy of valid passport or ID

### 7.h. How will clubs or member associations be informed if they fail to pass a compliance assessment by the FIFA Clearing House?

Once a decision has been taken by the FIFA Clearing House it will be communicated to the relevant party via email to the primary club contact.

## 7.i. What can a club or member association do if they fail to pass a compliance assessment by the FIFA Clearing House?

Any decision of the FIFA Clearing House is final and binding; however, clubs have an opportunity to provide any missing documentation as part of the second compliance assessment. The allocation statement will be resubmitted to perform a second compliance assessment automatically 6 months after the notification of the first compliance failure, or before if the club requests it to the FIFA Administration at <u>clearinghouse@fifa.org</u>.

Any compliance failure will be subject to disciplinary proceedings according to article 17 of the regulations. If the cause for the failure is beyond the parties' control, this will be taken into account in the disciplinary process.

#### 7.j. What does a club have to do in the 6-month window before a second compliance assessment?

Where a club has failed a first compliance assessment, the club should use the 6-month period to address the issue(s) which contributed to the failure. Once the club believes they have resolved the situation which caused the failure, they can request the FIFA administration to resubmit the allocation statement to the FIFA Clearing House to trigger the second compliance assessment. If no request is made by the club, then the allocation statement will be resubmitted automatically 6 months after the notification of the first compliance failure to the club.

#### 7.k. What if a club has a second transaction with the FIFA Clearing House after having failed a first compliance assessment but before the expiry of the 6month deadline for the second compliance assessment?

It is important to note that each transaction is treated individually, so a pass or failure for one transaction does not impact on whether the club will pass or fail for a different transaction.

#### 8. Sanctions, disputes and procedures – Articles 17 and 18

#### 8.a. Can training clubs still lodge claims at FIFA for the payment of solidarity contribution or training compensation?

For transfers/registrations that occurred up until 15 November 2022, a training club may lodge a claim for training rewards against the new club in TMS, in accordance with art. 27 and 28 of the Procedural Rules. Training rewards relating to instalments falling due after 16 November 2022 that nevertheless result from transfers concluded before the entering into force of the CHR will be also paid and processed via the current claims system.

For transfers/registrations occurred as from 16 November 2022, claims are no longer possible, and they are substituted by the EPP review process (see section 5).

As an exception to the previous, and only for training clubs that did not take part in the EPP review process and comply with the rest of the requirements of art. 18.2 of the CHR (see questions 8.b), a claim may be lodged for training rewards against the relevant clubs.

#### 8.b. How may a training club claim training rewards payments once the EPP is final, if it was excluded but believes it should have been included in the EPP?

As per art. 18.2 of the CHR, a club that:

did not take part in the relevant EPP review process; and a)



b) considers, as a result of a bridge transfer (cf. article 5bis of the RSTP), exchange of players or information declared by the new club or its member association (including the training category of the club), that:

i. it was incorrectly not entitled to any training rewards, or entitled to a lesser amount than should have been calculated; or

- ii. an EPP review process should have taken place; and
- c) considers that it is entitled to receive training rewards,

may lodge a claim against the relevant clubs in accordance with article 27 of the Procedural Rules.

#### 8.c. Which FIFA body will adjudicate on such cases?

The Dispute Resolution Chamber is competent to hear such disputes in accordance with art. 22 par. 1 lit. d), e) and f) of the RSTP.

#### 8.d. Will such a claim be processed within the EPP of reference?

No, such a claim will be processed in TMS in accordance with art. 27 and 28 of the Procedural Rules.

## 8.e. How can a club lift a ban on registering players imposed under articles 17.6 and 17.8?

To lift the registration ban due to a second compliance failure or failure to make a payment to either the FIFA Clearing House or a training club, the club must either pass the subsequent compliance assessment, or make the full payment, providing the relevant proof of payment to the FIFA administration.



## **FIFA**<sup>®</sup>

Explanatory Note on Annexe 7 to the Regulations on the Status and Transfer of Players

June 2024



#### Introduction

As a consequence of the military invasion of Ukraine by Russian armed forces, FIFA decided to urgently address these extraordinary and unforeseen circumstances in March 2022. In the context of this complex and urgent situation, after a consultation process involving the key football stakeholders, the Bureau of the FIFA Council adopted regulatory measures to provide urgent legal certainty and clarity on a number of important regulatory matters. This led to the adoption of Annexe 7 to the Regulations on the Status and Transfer of Players (RSTP) in its original version of March 2022.

The decisions of the Bureau of the FIFA Council were communicated via circular nos <u>1787</u> and <u>1788</u> and set out the regulatory principles in the form of a temporary annexe to the RSTP (Annexe 7) entitled: Temporary rules addressing the exceptional situation deriving from the war in Ukraine. A first interpretative note has been prepared in order to provide appropriate guidance to FIFA member associations (MAs) and their stakeholders in relation to Annexe 7 to the RSTP.

Subsequently, in June 2022, the Bureau adopted a decision approving a revised text of Annexe 7 to the RSTP, extending this regulatory framework until 30 June 2023. This decision was communicated via circular no. <u>1800</u>. The legality of this decision has in the meantime been confirmed by the Court of Arbitration for Sport (CAS).

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

Following these decisions, the ongoing, tragic situation between Ukraine and Russia and the unforeseeable duration of the war have led to a need for further clarification on the application of Annexe 7 to the RSTP, in particular as to its possible application beyond 30 June 2024. There is an ongoing need for legal clarity related to the employment relationships of foreign players and coaches in Ukraine and Russia, which FIFA must address. In light of this, on 15 May 2024, the FIFA Council approved further temporary amendments to Annexe 7 to the RSTP.

Once again, these temporary rules that have been incorporated in the revised Annexe 7 to the RSTP (hereinafter "Annexe 7 (June 2024 edition)") are a result of extensive discussions with all key football stakeholders. Through intense discussions, FIFA has sought to strike a balance between all the interests at stake. Furthermore, as confirmed by CAS, it is within FIFA's competence as the world's governing body of football to issue the rules contained in Annexe 7 as a proportionate, reasonable and necessary regulatory step to address the extremely challenging circumstances caused by Russia's war against Ukraine.

The purpose of this updated explanatory note is to provide appropriate guidance to MAs and their stakeholders in relation to Annexe 7 (June 2024 edition).



## Scope of application of the temporary rules addressing the exceptional situation deriving from the war in Ukraine

#### 1. Scope of application

- Without prejudice to paragraph 2 below, this annexe applies to employment contracts of an international dimension concluded between players or coaches and clubs affiliated to the Ukrainian Association of Football (UAF) or the Football Union of Russia (FUR).
- This annexe does not apply to:
  - a) employment contracts of an international dimension of players who, on 21 May 2023 and thereafter, were registered with a club affiliated to the UAF or FUR;
  - b) employment contracts of an international dimension of coaches who, on 21 May 2023 and thereafter, rendered their services to a club affiliated to the UAF or FUR;
  - c) employment contracts of an international dimension of players or coaches that have been concluded or extended after 7 March 2022.

Article 1 of Annexe 7 was rephrased in May 2023 in order to include limitations regarding the scope of application of the annexe.

No change was applied to this provision. Annexe 7 (June 2024 edition) applies to employment contracts of an international dimension concluded between players or coaches and clubs affiliated to the Ukrainian Association of Football (UAF) or the Football Union of Russia (FUR).

Therefore, these temporary rules are applicable to foreign players and coaches who have employment contracts with clubs affiliated to the UAF or FUR. For the sake of clarity, these temporary rules apply both to men's and women's football and futsal.

However, certain limitations on the scope of application of Annexe 7 were introduced in May 2023 in order to prevent abuses, which have also been maintained in Annexe 7 (June 2024 edition). The underlying rationale is that players and coaches who have, despite the war in Ukraine, decided to arrive in, return to, or not leave the territory of Ukraine or Russia, cannot rely on Annexe 7 (June 2024 edition) to suspend an ongoing contract. Therefore, Annexe 7 (June 2024 edition) does not apply to:

1. Employment contracts of foreign players who were registered with a club affiliated to the UAF or FUR on 21 May 2023, i.e. at the moment when Annexe 7 (May 2023 edition) entered into force or at any point after that.

It is clear, however, that there may be extraordinary circumstances where a strict reliance on the registration of a player may not produce results that are in line with the mentioned rationale. For example, there may be players who have invoked Annexe 7 (in its earlier



COVER / EXPLANATORY NOTE ON ANNEXE 7 TO THE REGULATIONS ON THE STATUS AND TRANSFER OF PLAYERS



versions) to suspend their employment contracts, but who have been unable to find other employment opportunities. As a result, such players would indeed still be registered with a club affiliated to the UAF or FUR. However, in line with the underlying rationale of Annexe 7, these players too will be able to invoke Annexe 7 (June 2024 edition).

2. Employment contracts of foreign coaches who render their services to a club affiliated to the UAF or FUR.

Annexe 7 (June 2024 edition) will not apply to the employment contract of an international dimension of a coach who renders their services to a club affiliated to the UAF or FUR at that point in time or at any point after 21 May 2023.

3. Employment contracts of foreign players or coaches that have been concluded or extended after 7 March 2022.

As from 7 March 2022, i.e. the date of entry into force of the first version of the temporary rules, a key measure has been available to provide players and coaches with the opportunity to train, play and receive a salary, while protecting Ukrainian clubs and facilitating the departure of foreign players and coaches from Russia, namely the suspension of employment contracts of foreign players and coaches with clubs affiliated to the UAF or FUR.

With this in mind, Annexe 7 (June 2024 edition) will not apply to the employment contract of an international dimension of a player or coach that has been concluded or extended with a club affiliated to the UAF or FUR after 7 March 2022, since under such circumstances, any request to suspend a contract would appear contradictory and thus abusive.

#### Performance of football contracts of foreign players and coaches employed by Ukrainian or Russian clubs

## 2. Employment contracts of an international dimension with clubs affiliated to the UAF or FUR

1. Notwithstanding the provisions of these regulations and unless otherwise agreed between the parties, a contract of an international dimension between a player or a coach and a club affiliated to the UAF or FUR can be unilaterally suspended until 30 June 2025 by the player or the coach.





- In order to validly suspend the contract, the player or coach shall inform the club of the unilateral suspension in writing by 1 July 2024 at the latest.
- 3. The minimum length of a contract established under article 18 paragraph 2 of these regulations does not apply to any new contract concluded by the professional whose contract has been suspended in accordance with paragraphs 1 and 2 above.

Articles 2 and 3 of earlier versions of Annexe 7 were merged into one provision in May 2023 in view that employment contracts of an international dimension concluded between players or coaches and clubs affiliated to the UAF or FUR are treated in the same way, with the numbering of the subsequent articles adapted accordingly.

The safety and well-being of players, coaches and club staff remains FIFA's primary concern. It is clear that the ongoing military conflict has had an impact, with players and coaches leaving the territory of Ukraine or Russia, and who might not wish to currently return in view of the situation.

In view of this, the recent amendments to the regulatory framework entail the temporary extension of one of the key measures of Annexe 7 to the RSTP, namely the right for foreign players and coaches who have left the territory of Ukraine or Russia due to the conflict and may not wish to currently return, to further unilaterally suspend their contracts until 30 June 2025.

However, in order to prevent abuses, to provide clarity to the affected clubs and to ensure that players and coaches exercise their right to suspend their employment contracts within a clear time frame, the player or coach would again need to inform the club of the unilateral suspension in writing by 1 July 2024 for the suspension to be considered valid. For the avoidance of doubt, "in writing" means written correspondence duly signed by the person suspending their contract.

Earlier discussions with the different stakeholders have led to the conclusion that the above deadline provides sufficient time to foreign players and coaches to decide whether, in light of the situation, they wish to return to Ukraine or Russia, and also to clubs affiliated to the UAF or FUR to organise their teams adequately. It reflects, therefore, a clear consensus found between all stakeholders.

Finally, as implied by the wording "unless otherwise agreed between the parties" in article 2 paragraph 1 of Annexe 7 (June 2024 edition), foreign players and coaches have the discretion to waive the suspension mechanism by reaching alternative agreements with their respective clubs affiliated to the UAF or FUR.





#### Consequences of the suspension of football contracts of foreign players and coaches with clubs affiliated to the UAF or FUR

#### 3. Consequences of the suspension

A player or coach whose contract has been suspended as per article 2 paragraphs 1 and 2 above does not commit a breach of contract by signing and registering with a new club. Article 18 paragraph 5 of these regulations does not apply to a professional whose contract has been suspended as article 2 paragraphs 1 and 2 above.

In case that foreign players or coaches validly exercise their right to unilaterally suspend their contracts with clubs affiliated to the UAF or FUR, the obligation to provide sporting services and for the players or coaches to be remunerated for those services will be deemed paused until 30 June 2025.

A valid suspension of a contract as per the above-mentioned provisions will mean that the players or coaches concerned are considered "out of contract" until 30 June 2025 and are, therefore, at liberty to sign a contract with another club without facing consequences of any kind (either payment of compensation or sporting sanctions), for the period of suspension.

A valid suspension will also entail that foreign clubs that subsequently register players whose contracts have been suspended or are deemed suspended will not be subject to any sporting or financial consequences. However, in principle, the validity of any new contract shall not extend past 30 June 2025.

Moreover, any new contract concluded by a professional with a new club until 30 June 2025, whose contract has been suspended as per the above-mentioned provisions, will not be considered a violation of article 18 paragraph 5 of the RSTP, which states that "If a professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply."

#### Registration matters

#### Registration

Notwithstanding the provisions of article 5 paragraph 4 of these regulations, a player whose previous registration was in the UAF or FUR, may be registered with a maximum of four clubs during one season and is eligible to play official matches for three different clubs.

#### 5. Registration periods

Notwithstanding the provisions of Annexe 3, in case the UAF or FUR reject an ITC request for a professional within the scope of this annexe, the FIFA administration may immediately authorise the registration of the player at the new association for his new club.





In order to alleviate any concern that a player in these circumstances may inadvertently breach article 5 paragraph 4 of the RSTP when they transfer to a club affiliated to a different MA, it has been agreed that all players whose previous registration was at the UAF or foreign players whose previous registration was at the FUR may be registered with a maximum of four clubs and shall be eligible to play official matches for a maximum of three clubs during the same season (i.e. the same season in which the transfer occurs).

In the event that the UAF or FUR rejects the International Transfer Certificate request for a professional whose contract has been suspended as per Annexe 7 (June 2024 edition), in order to allow a smooth and swift process, the FIFA administration may immediately authorise the registration of the player at the new association wishing to register them.

For the sake of completeness, these temporary rules apply to registration matters concerning all players in Ukraine regardless of their nationality, and the principles outlined in this section shall apply *mutatis mutandis* to amateur players and futsal.

#### Protection of minors

#### Protection of minors

Notwithstanding the provisions of article 19 of these regulations, any minors residing in the territory of Ukraine who wish to be registered with a new club shall be deemed to fulfil the requirements of the exception provided in article 19 paragraph 2 a) or d) of these regulations.

Article 19 paragraph 2 a) of the RSTP exempts minors moving with their parents from the rule preventing the international transfer of players before the age of 18 when the reasons for the move are not linked to football. Article 19 paragraph 2 d) of the RSTP exempts minors moving for humanitarian reasons from the general prohibition regarding the international transfer of players before the age of 18. The exemption is limited to those categories of persons set out in the 1951 Refugee Convention. The FIFA Football Tribunal has previously applied the exemption to asylum seekers whose civil status in their new country has yet to be determined, permitting their registration with amateur clubs.

In this respect, minors fleeing Ukraine, regardless of their nationality, to other countries due to the armed conflict will be considered to have fulfilled the requirements of article 19 paragraph 2 a) or d) of the RSTP. Their registration at the new association would normally be approved by the FIFA Football Tribunal.





#### > Training compensation

#### 7. Training compensation

- 1. As from the time this annexe enters into force, training compensation in accordance with the provisions of article 20 and annexe 4 is payable by the new club for any player whose previous registration was in the UAF or FUR if:
  - a) without prejudice to paragraph 3 below, the player is registered for the first time as a professional before the end of the calendar year of his 23<sup>rd</sup> birthday; or
  - b) the player had validly suspended their contract with a club affiliated to the UAF or FUR in accordance with the provisions of this annexe (under any of its different editions) and is now transferred between clubs of two different associations (whether during or at the end of his contract) before the end of the calendar year of their 23<sup>rd</sup> birthday.

However, in such case per literal b), training compensation will be owed by the new club only to the club(s) affiliated to the UAF or FUR with which the player had been registered before the player's contract was suspended, for the time the player was effectively trained by the respective club(s).

- 2. No entitlement to training compensation will arise for any club not affiliated to the UAF or FUR who has registered a player following the suspension of the player's contract in accordance with this annexe.
- 3. No training compensation is payable by the new club for a player being registered for the first time as a professional if:
  - a) the player is registered with a club not affiliated to the UAF or FUR after having left the territory of Ukraine or Russia subsequently to 7 March 2022 and was allowed to be registered with a new club under the exception provided in article 19 paragraph 2 a) or d) of these regulations;
  - b) the player left the territory of Ukraine or Russia subsequently to 7 March 2022 and now wishes to be registered for the first time as a professional with a club affiliated to the UAF or FUR.

Article 7 of earlier versions of Annexe 7 established, in essence, that the training compensation mechanisms did not apply for players who invoked the rights under Annexe 7 to suspend their contracts and move to another club. However, article 7 of Annexe 7 (June 2024 edition) reintroduces training compensation partially.

Under the revised regulatory framework (June 2024 edition), training compensation is payable by the respective new club, as from the time Annexe 7 (June 2024 edition) enters into force, in accordance with article 20 and Annexe 4 to the RSTP, when:







- 1. A player (whose previous registration was at the UAF or FUR) is registered for the first time as a professional before the end of the calendar year of their 23<sup>rd</sup> birthday.
  - In such case, the club with which the player is registered for the first time as a professional will be responsible for paying training compensation to every club with which the player was previously registered, starting from the club(s) with which they were registered in the calendar year of their 12<sup>th</sup> birthday, and the amount payable in training compensation will be calculated on a pro rata basis according to the period the player spent with each training club.
  - It is worth highlighting that this event triggering training compensation is without prejudice to the exceptions in article 7 paragraph 3 of Annexe 7, which facilitate, in particular, the possible return of players to clubs affiliated to the UAF or FUR, should they wish to do so. These exceptions were introduced in May 2023 and maintained in Annexe 7 (June 2024 edition) and dictate that no training compensation is payable by the respective new club for a player being registered for the first time as a professional in two scenarios:
    - i. The player was allowed to be registered with a new club under the exception provided in article 19 paragraph 2 a) or d) of the RSTP after leaving the territory of Ukraine or Russia subsequently to 7 March 2022, and is registered for the first time as a professional with a club not affiliated to the UAF or FUR.
    - ii. The player that now wishes to be registered for the first time as a professional with a club affiliated to the UAF or FUR had previously left the territory of Ukraine or Russia after the temporary rules were implemented (7 March 2022).
- 2. A player is transferred between clubs of two different associations (whether during or at the end of their contract) before the end of the calendar year of their 23<sup>rd</sup> birthday, provided that the player had validly suspended their contract with a club affiliated to the UAF or FUR, in accordance with the provisions of this annexe (under any of its previous editions).
  - However, in this specific scenario training compensation will be owed by the new club only to the club(s) affiliated to the UAF or FUR with which the player had been registered before the player's contract was suspended and only for the time the player was effectively trained by the respective club(s).

Furthermore the provision in article 7 paragraph 2 of Annexe 7 that dictates that new clubs not affiliated to the UAF or FUR where such foreign players have signed a new contract will not be entitled to receive training compensation for the period during which the player is registered with them (i.e. while the respective contract with a club affiliated to the UAF or FUR is suspended) has been maintained in Annexe 7 (June 2024 edition).





#### > Further limitations

#### 8. International transfer of players

- A player whose contract has been suspended on the basis of this annexe may, during the period of suspension, not be subject to a transfer (whether permanent or on loan) against payment.
- A player who has suspended their contract on the basis of this annexe may not sign a new contract with another club affiliated to the UAF or FUR during the time of the suspension.

Certain limitations in relation to the international transfer of players were introduced in a new article 8 of Annexe 7 in May 2023, with the main rationale being to prevent abuses or unwelcome scenarios from a financial perspective. These limitations have been maintained in Annexe 7 (June 2024 edition)

In this context, players whose contracts have been suspended on the basis of this annexe may not:

- 1. be subject to a transfer against payment, regardless of whether said transfer is on a permanent or a loan basis, during the period of the relevant suspension;
- 2. sign a new contract with another club affiliated to the UAF or FUR, during the period of the relevant suspension.

It is true that there may be exceptional circumstances, where for example a player of Ukrainian nationality has invoked Annexe 7 (June 2024) to suspend a contract with a Russian club and is unable to find any employment elsewhere, other than with a club in their home country Ukraine (or vice versa for players with Russian nationality). In situations where this would otherwise cause hardship to those players, on a case-by-case basis, a registration with a club in the respective home country may still be permissible.



# FIFA

Explanatory Note on New Provisions in the Regulations on the Status and Transfer of Players Regarding Female Players

Minimum Labour Conditions for Female Players – 2024



#### Introduction

As part of FIFA's commitment to constantly adapt the regulatory framework to the reality of football and the transfer system, the FIFA Council agreed to mandate the FIFA administration to undertake a detailed assessment of the minimum labour conditions regarding pregnancy and maternity for professional players with the aim of exploring objective additional regulatory measures to protect the well-being of female players in line with the Regulations on the Status and Transfer of Players (RSTP).<sup>1</sup>

Following extensive discussions with all stakeholders, the recent amendments and additions to the RSTP were approved by the FIFA Council on 15 May 2024.

The purpose of this note is to provide appropriate guidance to FIFA member associations (MAs) and their stakeholders in relation to the newly adapted RSTP, focusing on:

- I. extending the existing rights and protection to adoptive parents as well as non-biological mothers;
- II. rights of the player in case of pregnancy;
- III. developing a plan to support the player post-partum;
- IV. breastfeeding;
- V. menstrual health;
- VI. extending the rights to female coaches;
- VII. ensuring implementation of the rules at national level; and
- VIII. encouraging associations to facilitate attachment and emotional balance for female players with their families while on international duty with their national teams.

1



FIFA Council mandate of 14 March 2023.



## I. Extending rights and protection to adoptive parents as well as to non-biological mothers

The new regulatory framework introduces a leave entitlement (and a corresponding financial entitlement) to female players as adoptive parents or non-biological mothers of a child.

The main objective of the introduction of these entitlements is to reflect the reality of women's football and to promote inclusivity by providing protection to female players desiring to have a family. Through the new definitions of such leave entitlement and the adapted provisions, female players in such situations will be able to have the necessary time with their family to emotionally connect with their child and to settle in the new role as a parent. All of this will be ensured by providing **adequate leave**, as well as ensuring a corresponding **financial entitlement**.

Recognising the different impact on the adoptive mother's ability to work when compared to cases of biological maternity, the leave entitlement is different to that of maternity leave. The player has the right to take eight weeks of **family leave** within six months of the date of birth of a child.

The entitlement to the **adoption leave** is linked to the age of the adopted child, and it must be taken within six months of the date of the formal adoption:

- The child is two or less than two years old: eight weeks for the adoptive parent.
- The child is between two and four years old: four weeks for the adoptive parent.
- The child is older than the age of four: two weeks for the adoptive parent.

During the respective leave, the minimum financial entitlement corresponds to the equivalent of **two thirds of the contracted salary** (art. 18 para. 7 of the RSTP).

The relevant provisions regarding registration periods and the principles of contractual stability, i.e. articles 6 paragraph 3 and 18quater of the RSTP, were adapted to include adoption and family leave and to provide the same protection as for players exercising their rights linked to pregnancy.

#### II. Rights of players in case of pregnancy

#### a) Article 18quater paragraph 4 of the RSTP

To provide for more clarity, article 18quater paragraph 4 of the RSTP was rephrased in its entirety to highlight the basic rights of a player who becomes pregnant during the term of her contract. Furthermore, the financial consequences for each protected right were listed in more detail. For the avoidance of doubt, no change in substance to the existing version of article 18quater of the RSTP was intended.





#### In summary, the **mechanics of the provision** are as follows:

Where a player becomes pregnant during the term of her contract:

- The player has the right to continue providing **sporting services**. The club has an obligation to respect the decision and formalise a plan for her continued sporting participation in a safe manner, prioritising her health and that of the unborn child. The player will be entitled to receive her full remuneration, until such time that she utilises maternity leave.
- Should the player deem that it is not safe for her to continue providing sporting services, or should she choose not to exercise her right to continue providing sporting services, the club will offer the player the possibility to provide **employment services in an alternative manner**. If she renders employment services in an alternative manner, or if the club is unable to offer alternative employment services that can reasonably be expected in the context of the ongoing contract, the player will be entitled to receive her full remuneration, until such time that she utilises her maternity leave.
- If, for medical reasons related to a pregnancy, a player is unable to provide sporting or employment services in an alternative manner, then the player is entitled to medical leave, subject to the production of a valid medical certificate issued by her personal gynaecologist or specialist medical practitioner. The player will be entitled to full remuneration, until such time that she utilises maternity leave.

The following paragraphs explain these mechanics in more detail.

#### b) Sporting services

The player can continue providing **sporting services**. This right of the player has to be respected by her club, which also has the obligation to formalise a sporting plan for the player, prioritising her health and that of the unborn child.

The player is entitled to her **full remuneration** during this time.

#### c) Reasonable alternative services

In case the player exercises her right to provide **alternative services**, the following applies:

- If the player chooses that she prefers to no longer render sporting services, but wishes to render alternative services, the club, as an employer, has the obligation to offer the possibility of such alternative services to the player.
- The alternative services must always pass the **reasonableness test**, i.e. only alternative services that are sufficiently closely linked to the player's main contractual duties, and only alternative services that can reasonably be expected from a player, can be requested to be performed.
- If the alternative services do not meet the reasonableness test, the player can refuse to provide them and still claim her full salary.





If a possibility to render reasonable alternative services is offered by the club, but the player **refuses to provide** such services despite being medically fit to do so, the player **loses her salary entitlement entirely** until she utilises maternity leave. In such a case, the player does not commit a breach of contract, but can no longer claim any salary payment from the club until she utilises maternity leave.

#### d) Medical incapacity

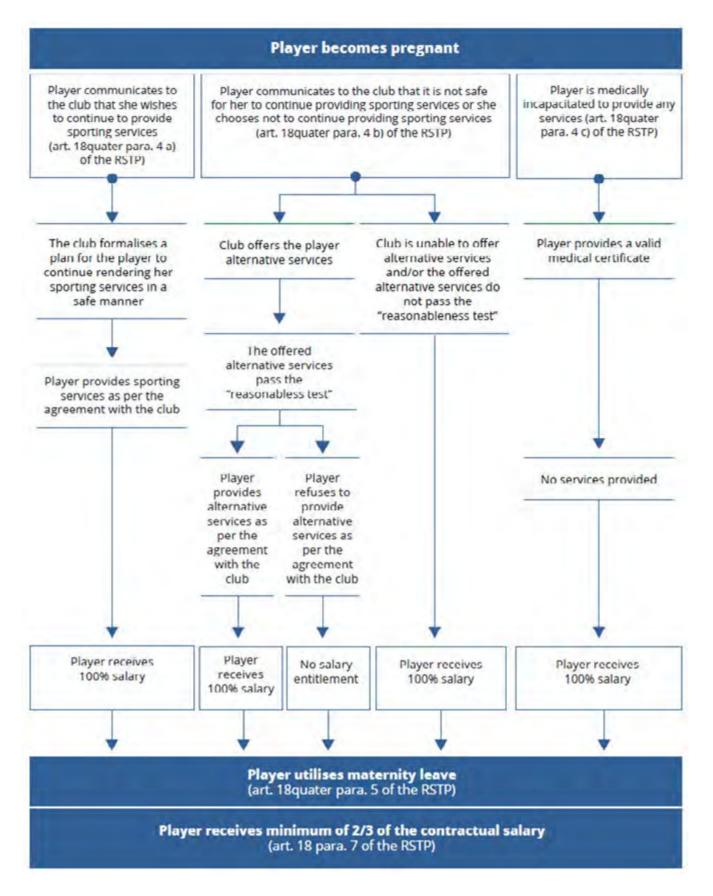
The newly added paragraph relating to the inability to provide employment services due to medical **complications related to a pregnancy** protects the player in cases where the player is unable to provide sporting or employment services in an alternative manner during her pregnancy. The element that medical complications need to be "related to a pregnancy" is to be understood in a broad sense, i.e. such complications can also occur in case of an early termination of a pregnancy, or any other medical condition triggered by a pregnancy.

Subject to the production of a **valid medical certificate**, issued by the player's personal gynaecologist or specialist medical practitioner, the player is entitled to prescribed leave as well as to her **full remuneration** during this time. In other words, in case of medical incapacity, the player neither has to render sporting services nor any alternative services and is still entitled to a full salary payment.





#### e) Overview









#### III. Developing a plan to support the player post-partum

After the completion of the maternity leave, the club is not only required to reintegrate the player into footballing activity, but now also has the obligation to agree with the latter on a **post-partum plan** and provide adequate ongoing medical support (art. 18 para. 5 of the RSTP).

Annexe A serves as an example of possible elements of such a post-partum plan.

#### IV. Breastfeeding

A further objective of these latest regulatory amendments is to promote the importance of breastfeeding in accordance with the <u>International Labour Organization's Maternity Protection</u> <u>Convention, 2000 (No. 183)</u>. In this respect, a clarification has been added to the existing provision, stipulating that a player's reduced working hours due to breastfeeding and/or expressing breast milk are justified, without any reduction in salary.

FIFA also wishes to provide for further guidance regarding "**suitable facilities**" for breastfeeding, as per article 18quater paragraph 6 of the RSTP. The minimum standard encompasses a **fully available**, **private** and **safe space**.

Annexe B serves as an example of how such suitable facilities can be established.

#### V. Menstrual health

According to the <u>FIFA Female Health Project Snapshot</u>, 83-93% of female athletes experience menstrual cycle-related symptoms having the potential to impact exercise, performance, recovery and ultimately their quality of life.

Recognising the physical impact of the menstrual cycle, article 18quinquines of the RSTP was introduced to protect players who suffer from severe menstruation pain.

According to this new provision, subject to the production of a valid medical certificate, a player will be entitled to be absent from training or matches whenever her menstrual health so requires, without suffering any financial consequences therefrom, i.e. the player will receive her **full remuneration** during such an absence.

#### VI. Extending rights to female coaches

To enable female coaches to fulfil their maternal role without being marginalised in the labour market, the maternity and adoption benefits were extended accordingly to coaches.







However, paying due consideration to the fact that the services provided by a coach to a club are different to those provided by a player in terms of physicality/fitness, certain provisions (art. 18quater para. 4 a) and b)) do not apply to coaches.

#### VII. Ensuring implementation of the rules on national level

MAs are reminded that the relevant articles 18 paragraph 7, 18 quater and 18 quinquies are binding provisions at national level and therefore must be included in the respective domestic regulations in accordance with article 1 paragraph 3 a) of the RSTP.

Nonetheless, an additional paragraph has been added to article 1 paragraph 3 a), explaining the interplay of the RSTP with relevant collective bargaining agreements (CBAs) or national law. To ensure the correct implementation of the female regulatory framework at national level, the MAs are guided as follows:

- If a CBA exists at national level, the CBA prevails in its totality (i.e. also if in some aspects, rules of a CBA are **less beneficial** than the RSTP).
- If no CBA exists at national level, but there are mandatory rules of national law that are more beneficial than the RSTP, those specific, **more beneficial** rules prevail.

In order to provide for legal certainty, the applicable conditions as per the relevant CBAs or national law **must be duly reflected** in the **association's regulations**.

It is paramount to mention that the RSTP establishes a **minimum standard** for all 211 MAs. This minimum standard must be adhered to in all 211 MAs' legal frameworks. As explicitly stipulated in the relevant provisions, where more favourable provisions would be provided in national jurisdictions, those provisions will prevail (subject to the existence of a validly negotiated CBA, as mentioned above). If, in the context of a dispute before the Football Tribunal, more beneficial national rules are invoked, the party invoking these rules carries the **burden of proof** regarding the existence and content of the rules.

## VIII. Encouraging FIFA MAs to facilitate attachment and emotional balance for female players with their families while on international duty with their national teams

At the last FIFA Women's World Cup 2023<sup>™</sup>, FIFA witnessed success stories of several national teams that had advanced family policies for their players, which facilitated female players to be accompanied by their minor children during the tournament.

The main goal of such policies is that the players do not have to compromise between taking care of their children and attending international duty with their national teams.

The new article 1bis paragraph 11 of Annexe 1 to the RSTP does not impose a binding obligation on MAs. Notwithstanding, MAs are being encouraged to facilitate attachment and emotional







balance for female players with their families during the final stages of competitions has been introduced.

FIFA encourages its members, in consultation with its national team players, to adopt directions for accompanying children during the final stages of competitions, including, inter alia:

- to provide the possibility for families to be accommodated in the same hotel as the team, or at least very close by, for the duration of the final tournament;
- to provide suitable facilities in accordance with national legislation for breastfeeding and/or expressing breast milk, if needed;
- to provide all necessary sanitary provisions for players with infants;
- to financially support travel costs and/or accommodation costs for families; and
- to facilitate the provision of childcare services.

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#### **ANNEXE A**

	Recommendations
EDUCATION	Facilitating a team-wide education and a normalising culture relating to pregnancy and post-partum return-to-play.
COMMUNICATION	Seeking open dialogue with players.
	Identifying a relevant staff lead/contact person.
MEDICAL & PROFESSIONAL OVERSIGHT	Providing for multidisciplinary involvement, including a health assessment by various medical specialists, i.e. obstetrician and gynaecologist, pelvic health physiotherapist, specialised physical coach, mental health specialist, nutritionist, etc.
	Medical specialists will recognise where early supportive intervention and appropriate levels of physical activity will support continued participation during pregnancy, aid recovery and prepare the player for a successful return-to-play per her wishes.
	Objective: Clear and careful planning for pregnancy and post-partum return-to-play.
RETURN-TO-PLAY TIMELINE	The recovery timeline will vary based on a number of factors, such as the mode of delivery, complications during pregnancy or birth, overall physical and mental health, as well as the sleep/nutrition status of the player.
	The return-to-play timeline will be influenced by early-phase recovery and the successful development of position-specific load capacity.
	It is important to anticipate and respect the potential disruption a player will face early on in her post-partum recovery.
	Objective: Minimise injury risk given that evidence suggests many post- partum athletes return to sport early and sustain significant musculoskeletal injury.
INDIVIDUALISED SUPPORT	Continuous monitoring of the health, well-being and performance of the player.
	Return-to-play objectives should reflect the current physiological and psychological state of the player.

Other football stakeholders have equally developed detailed examples of possible post-partum plans, which may also serve as guidance. Examples can be found <u>here</u>.







#### **ANNEXE B**

	Recommendations
LOCATION	Breastfeeding facilities should be located in a physically separate area, close to the workspace.
ACCESSIBILITY & AVAILABILITY	The facilities must be easily accessible and fully available for the player during her working hours.
SAFETY & PRIVACY	The facilities must ensure privacy, i.e. the entrances must be closed properly, with exclusive access control for breastfeeding players and cleaning staff.
	The facilities must be designed to ensure that players using the room are not visible from the outside.
EQUIPMENT	Comfortable chair.
	Milk-storage unit.
	Handwashing facilities or any other necessary supplies, such as drinking water, liquid soap, dispenser, hand sanitiser, cleaner for surfaces and paper towels.
	Changing mat and table.
	Waste bin.
HYGIENE	The facilities should be cleaned on a regular basis.



## **FIFA**<sup>®</sup>

Explanatory Notes on the New Regulatory Framework for National Dispute Resolution Chambers

January 2024



#### 1. Introduction

As part of FIFA's commitment to constantly adapting the regulatory framework to the current reality of football and the transfer system, this document aims to provide additional guidance to member associations and their stakeholders in relation to the revised regulatory framework for national dispute resolution chambers, which was recently approved by the FIFA Council at its meeting on 17 December 2023.

In keeping with the spirit of cooperation, both the direction and outcome of this revision process are largely thanks to the close collaboration over the last few months between FIFA and the global football stakeholders, whose expertise and commitment have been pivotal in the adoption of the relevant regulatory framework for national dispute resolution chambers.

#### 2. Context

#### A. What is a national dispute resolution chamber?

The Regulations on the Status and Transfer of Players (RSTP) have long recognised that instead of submitting employment-related disputes to FIFA or seeking redress before a civil court, parties may opt to submit such disputes to a national dispute resolution system, provided that it meets the minimum and fundamental procedural requirements. A national dispute resolution system for disputes between employees and employers is known as a national dispute resolution chamber (NDRC).

For many years, FIFA circular no. 1010 of 20 December 2005 defined these minimum procedural standards. In 2007, FIFA enacted the National Dispute Resolution Chamber Standard Regulations which served as guidelines for member associations when establishing an NDRC.

The 2023 edition of the <u>FIFA Commentary on the FIFA Regulations on the Status and Transfer</u> <u>of Players</u>, Chapter IX, pages 452-455, explains the minimum standards as per circular no. 1010 of 20 December 2005.

#### B. The need for revision

Despite the existing framework and documentation, many legal uncertainties still surrounded the concept of NDRCs, including their jurisdiction, applicable requirements, possible recognition, etc. In particular, neither FIFA circular no. 1010, the RSTP, nor any other official FIFA document, defined what a recognised NDRC was or whether there was a process to obtain *general* recognition of compliance with FIFA requirements.

Nonetheless, this regulatory framework remained unchanged for almost two decades. It has therefore become increasingly evident that it had become outdated and that it no longer served the current needs of all football stakeholders. It was therefore clear that it was necessary to revise and modernise the rules surrounding NDRCs.





For example, under the previous regulatory framework, the Dispute Resolution Chamber (DRC) of the Football Tribunal could, only in the context of a specific employment-related dispute, determine whether an NDRC was compliant with the principles required by FIFA and whether jurisdiction could therefore be conferred on the relevant NDRC. This occurred, in other words, always and only on an individual, case-by-case basis.

This created legal uncertainty concerning the jurisdiction of each NDRC, but also with regard to the requirements for the relevant NDRC to have jurisdiction. It further created unnecessary disputes about the same NDRC, sometimes even in parallel cases.

#### 3. Purpose of the revised framework for NDRCs

The new regulatory framework is being modernised and has the key objective of providing clarity and the necessary legal certainty with regard to jurisdiction, structure, applicable requirements and a possible formal, permanent recognition by FIFA of NDRCs.

#### 4. New regulatory framework: key elements

The updated regulatory framework consists of the following:

- National Dispute Resolution Chamber Recognition Principles January 2024 edition;
- Revision of the National Dispute Resolution Chamber Standard Regulations; and
- Amendments to the RSTP concerning NDRCs.

NB: The regulatory framework no longer consists of FIFA circular no. 1010 of 20 December 2005 and the 2007 National Dispute Resolution Chamber Standard Regulations.

## 5. National Dispute Resolution Chamber Recognition Principles and the revised National Dispute Resolution Chamber Standard Regulations

## A. Objective and scope of the National Dispute Resolution Chamber Recognition Principles

FIFA supports and promotes the creation and operation of NDRCs, provided that they meet procedural standards to protect all involved parties.

NDRCs offer a structure that is football-oriented and more aligned with the realities of modern football with the aim of providing a swift, effective and cheaper dispute assessment and resolution system at domestic level.

With the aim of providing clarity and legal certainty, the National Dispute Resolution Chamber Recognition Principles establish the following:

 the standards required by FIFA for a national dispute resolution system for disputes between employees and employers to be recognised; and





- the details and mechanics of the recognition process for NDRCs to be recognised by FIFA.

#### B. Required standards for a national dispute resolution system to be recognised by FIFA

To be recognised by FIFA, a national dispute resolution system for disputes between employees and employers must fulfil the following requirements. The system must:

- (i) be established by the member association as a national dispute resolution chamber, or under an equivalent name; member associations are, therefore, free to adopt a different name for their respective decision-making body;
- (ii) be mentioned and recognised as an official decision-making body in the statutes of the relevant member association;
- (iii) comply with the requirements set out in the National Dispute Resolution Chamber Recognition Principles and the revised National Dispute Resolution Chamber Standard Regulations, which are included as an Annexe to the National Dispute Resolution Chamber Recognition Principles; and
- (iv) publish all regulations and procedural rules applicable to the NDRC, and all decisions of the NDRC; however, this can be subject to legitimate requests of redactions or confidentiality.

#### I. Specific criteria

An NDRC must meet all fundamental procedural standards to protect all involved parties, in particular, the principle of equal representation between employers and employees.

Similarly, an NDRC must adhere to following key elements in order to obtain formal recognition by FIFA.

#### (a) Jurisdiction of the NDRC

The NDRC must be competent to hear disputes related to, or arising out of, the contractual relationship between employees and employers. The term "competence" is used to describe the *jurisdiction* of the NDRC.

In this context, it is important to note that the terms "employee(s)" and "employer" refer, on the one hand, to players and coaches (as employees) and, on the other hand, to clubs (as employers), even if in some jurisdictions, the legal qualification of the respective contractual relationship may be different than that of a labour or employment contract.

It is worth highlighting that an NDRC may also adjudicate on other matters not related to the contractual relationship between employees and employers, subject





to the competence of FIFA in general and in accordance with the applicable FIFA regulations.

For example, in accordance with article 22 paragraphs 1 a) and c) of the RSTP, FIFA retains exclusive jurisdiction over disputes between clubs and players in relation to the maintenance of contractual stability where there has been an International Transfer Certificate (ITC) request and a claim from an interested party in relation to the request, in particular regarding the issuance of the ITC, sporting sanctions or compensation for breach of contract, as well as employment-related disputes of an international dimension between a member association and a coach.

#### (b) The aspect of "national dimension" v. "international dimension"

In order to incentivise the finding of appropriate solution in "national" cases, the NDRC must, as a general rule, be competent to hear disputes of a national dimension related to, or arising out of, the contractual relationship between employees and employers.

Considering that FIFA's jurisdiction is focused on disputes with an international dimension, the NDRC may accept jurisdiction of disputes with an international dimension only if the relevant employment contract contains an express clause that confers exclusive jurisdiction to the NDRC or if the exclusive jurisdiction of the NDRC is provided by a collective bargaining agreement established at national level.

However, for cases with an international dimension, if one party invites the NDRC to adjudicate on a dispute, and the other party does not contest the NDRC's jurisdiction, the NDRC may adjudicate such matter even in the absence of an exclusive jurisdiction clause for disputes arising out of (or in connection with) the respective employment contract.

The 2023 edition of the <u>FIFA Commentary on the FIFA Regulations on the Status and</u> <u>Transfer of Players</u>, Chapter IX, pages 444-446, explains in more detail the aspect of internationality of such contractual disputes.

## (c) The composition of the NDRC – the principles of the appointment process of members of the NDRC

An essential requirement for an NDRC to obtain recognition is that its composition must guarantee independence and impartiality, as well as respect the principle of equal representation between employees and employers.

It is important to emphasise that individuals representing employees and employers are not tasked with advocating for the interests of the conflicting parties. Instead, their role is to function as *impartial adjudicators*, while possessing a thorough understanding of the unique needs and demands of the respective stakeholders that appointed them.





The appointment process of members of the NDRC must observe the principles below.

- (i) <u>With respect to the appointment of employee representatives to the NDRC</u>
  - The National Dispute Resolution Chamber Recognition Principles establish that the employee representatives must be appointed following a proposal by a national players' association affiliated to FIFPRO, if such a players' association exists at national level.
  - Only if there is no national players' association affiliated to FIFPRO in the country concerned, may the employee representatives be appointed following a proposal by another player representative organisation.
    - Nevertheless, to ensure the proper representation of employees in this scenario, the respective member association has the burden of proving to the comfortable satisfaction of the DRC that such representative body truly, genuinely and independently represents the will and interests of players at national level. The criteria that may be taken into account to verify the nature and function of such an employee representative organisation are, for example, its composition, the way its members are appointed or elected, when it was created, its financing, the activities it carries out, or any other factor which may indicate, or not, whether the organisation actually represent the will and interests of players in a true, genuine and independent manner.
  - Only if no national players' association affiliated to FIFPRO and no alternative player representative organisation that truly, genuinely and independently represents the will and interests of players at national level exist in the country concerned may the employee representatives be appointed based on a selection process agreed by FIFA and FIFPRO.
- (ii) <u>With respect to the appointment of employer representatives to the</u> <u>NDRC</u>
  - The National Dispute Resolution Chamber Recognition Principles establish that the employer representatives must be appointed following a proposal by a national employer representative organisation, for example, a league or a national club representative organisation.
  - If there is no such employer representative organisation in the country concerned, the employer representatives must be appointed





by the clubs via a process organised by the relevant member association.

- (iii) <u>With respect to the appointment of the chairperson and deputy</u> chairperson(s) of the NDRC
  - Due to the importance of the role of the chairperson and deputy chairperson(s) of the NDRC, the individuals appointed to those roles must be chosen by agreement between the stakeholders involved in the appointment of the employee and employer representatives of the NDRC.
    - As an example, the chairperson and deputy chairperson(s) of an NDRC must be appointed based on a consensus between the national players' association affiliated to FIFPRO (if such players' association exists at national level), on the one hand, and the employer representative organisation (if such association exists at national level), on the other.
- (iv) <u>Permissible deviations from the appointment process of members to the</u> <u>NDRC</u>

Deviations from the principles regarding the appointment process as described above are permissible only if:

- the requirement of parity and equal representation between employers and employees is fully met; this entails that the NDRC must always consist of equal numbers of employee and employer representatives, and that employees and employers must always have equal influence on the appointment of the (independent) chairperson and deputy chairperson(s); and
- under the condition that any representative organisation of employers or employees truly, genuinely and independently represents the will and interests of its respective stakeholders.

### (d) Individuals appointed to the NDRC must not hold any other position within the relevant member association

In order to ensure independence, the members appointed to the NDRC should not hold any other position within the relevant member association, which is understood to mean any executive position within the member association or as part of its administration. However, members appointed to the NDRC may hold a position in a committee of the member association.

Additionally, in order to ensure impartiality, members appointed to the NDRC may not represent players, coaches or clubs in any other dispute before the NDRC.





## (e) The member association must adopt procedural rules to govern the organisation, composition and functions of the NDRC which guarantee fair proceedings

In order to provide legal certainty with respect to the way the NDRC operates, the member association has the obligation to adopt procedural rules that establish the organisation, composition and functions of its NDRC.

To ensure the NDRC's correct operation and to guarantee fair proceedings, the respective procedural rules must contain provisions that respect fundamental principles of procedural law and, as such, cover the following principles and rights.

- The principle of parity must apply when constituting the tribunal.
- The parties must have the right to an independent and impartial tribunal.
- The principle of a fair hearing and right to be heard must be observed.
- The right to contentious proceedings must be respected.
  - This means that the parties must be given the opportunity to present their cases, to view the relevant files and to reply to the arguments and claims made by the opposing side.
- The parties have a right to equal treatment by the tribunal.
- The parties are entitled to receive a written decision.
- The parties to the NDRC have the right to confidentiality.
- The principle of access to justice must be respected.
  - In order to respect the principle of access to justice, no advance of costs shall be payable to lodge claims related to, or arising out of, the contractual relationship between employees and employers, and these disputes before the NDRC shall be free of charge.
  - For the avoidance of doubt, should an NDRC also adjudicates on other matters (not related to the contractual relationship between employees and employers), other rules regarding costs may be adopted for such matters.

#### C. Permissible deviations from the requirements established by FIFA

Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law are to be considered legally binding and recognised. Therefore, a dispute resolution system in a member association may deviate from the requirements established by FIFA based on a collective bargaining agreement. The DRC will consider that the terms of such an agreement prevail.

If mandatory national law dictates deviations from FIFA's established requirements for recognition of an NDRC in order for the NDRC to comply with national law, the DRC will be tasked to evaluate whether the composition of the NDRC can still adhere to the principles of independence, impartiality and equal representation between employees and employers, in order to grant recognition. In other words, the DRC may refuse to recognise an NDRC if deviations from FIFA's requirements are imposed because of national law.

#### D. The revised National Dispute Resolution Chamber Standard Regulations

#### I. Objective of the National Dispute Resolution Chamber Standard Regulations





The primary purpose of the revised National Dispute Resolution Chamber Standard Regulations is to aid member associations in formulating procedural rules for the NDRC.

As such, the National Dispute Resolution Chamber Standard Regulations constitute a generic sample of applicable provisions that govern the structure, composition, and operations of an NDRC, and which generally meet the procedural requirements as per the National Dispute Resolution Chamber Recognition Principles. In other words, if a FIFA member association decides to adopt rules which exactly follow the structure and content of the National Dispute Resolution Chamber Standard Regulations, it is highly likely that the respective NDRC meets the FIFA requirements to be recognised. As such, the National Dispute Resolution Chamber Standard Regulations shall serve as a tool to facilitate the creation and operation of NDRCs at national level.

The revised National Dispute Resolution Chamber Standard Regulations have been included as an Annexe to the National Dispute Resolution Chamber Recognition Principles.

#### II. Standards set by the National Dispute Resolution Chamber Standard Regulations

To clarify, an NDRC is not obliged to adopt the National Dispute Resolution Chamber Standard Regulations word for word. Nonetheless, the procedural rules of an NDRC must adhere to the standards outlined in the National Dispute Resolution Chamber Standard Regulations, unless a valid deviation has been agreed on in a collective bargaining agreement.

In cases where mandatory national law dictates deviations from the outlined standards, the DRC will, as mentioned, have to evaluate whether the criteria for recognition, as specified in the National Dispute Resolution Chamber Recognition Principles, have been met.

## III. Member associations have the flexibility to define the exact regulatory or procedural framework of an NDRC in accordance with the National Dispute Resolution Chamber Standard Regulations

A number of provisions in the National Dispute Resolution Chamber Standard Regulations provide member associations with some leeway to define the exact regulatory or procedural framework of an NDRC. In this manner, a member association is given the flexibility to adopt a regulatory framework for its NDRC that fits its needs and reflects the local reality while still complying with the standards outlined.

The provisions with some flexibility are mentioned in the introductory section of the National Dispute Resolution Chamber Standard Regulations. The introductory remarks of the National Dispute Resolution Chamber Standard Regulations provide additional and appropriate guidance, and for any further doubts or queries, the FIFA administration can always be contacted.





#### E. NDRC recognition process

#### I. NDRC applications for recognition via the Legal Portal

In accordance with the National Dispute Resolution Chamber Recognition Principles, if a member association wishes for its NDRC to be formally recognised by FIFA, it must submit an application for recognition in writing to FIFA via the Legal Portal.

In this regard, member associations are invited to access the Legal Portal directly with the registration email address assigned to them by FIFA and that can be found in the "Contacts" tab in TMS, or with the email otherwise indicated by the member association. Only one user per member association or legal representative (if applicable) can be recorded in the system.

If a member association has chosen not to use the email indicated in TMS, they must inform FIFA proactively. Otherwise, and to the member association's detriment, the ability to access the application file within the Legal Portal will be restricted. Should member associations wish to change their user (i.e. the registration email) in the Legal Portal, a request must be filed with the FIFA administration via the FIFA Legal Portal Helpdesk.

Moreover, in case of any technical problem or difficulty accessing the Legal Portal, member associations should contact the FIFA Legal Portal Helpdesk. This equally applies if a member association is uncertain of their email registration in the Legal Portal.

Communications pertaining to an NDRC application for recognition will exclusively be sent via the Legal Portal in English, Spanish or French, while documentation in any other language must be accompanied by a translation into one of these three languages.

The applications, including all relevant annexes, must be uploaded onto the Legal Portal in PDF format or in one of the other supported file types. Communication via any other means, including email, will be disregarded.

Upon receipt, FIFA may request additional information and/or documentation in order to supplement the initial request. Member associations must then submit their response, along with the requested information and/or documentation via the Legal Portal within the time frame established by the FIFA administration. It is important to recall that in accordance with the National Dispute Resolution Chamber Recognition Principles, member associations have the obligation to fully cooperate with FIFA and to provide all requested information and documentation. Failure to do so may result in an application being rejected or considered to be withdrawn and, as appropriate, to disciplinary sanctions.

Member associations must regularly review their respective accounts in the Legal Portal and pay particular attention to any changes in the status of applications. Should member associations fail to comply with a request of FIFA and, for example, not submit requested documents within a stipulated time frame, an application may be deemed incomplete, and the file may be closed. A new application may be submitted.







### II. Member associations must prove that their NDRC complies with the requirements established by FIFA

In accordance with the National Dispute Resolution Chamber Recognition Principles, the burden lies with the member association to demonstrate that their NDRC, including its procedural rules, meet the necessary requirements for recognition.

#### III. The DRC and applications for NDRC recognition

#### (a) Competence of the DRC

The DRC is the FIFA decision-making body that has jurisdiction to determine applications for NDRC recognition.

FIFA will review the documentation provided in an application for NDRC recognition and after completing its review, it may propose amendments to the regulatory framework or submit the application to the DRC of the Football Tribunal for its decision.

#### (b) The adjudication process by the DRC

Applications for NDRC recognition will be adjudicated by the DRC in the presence of at least three members, which must include the chairperson or deputy chairperson(s).

As usual, the DRC will be composed of an equal number of representatives from both clubs and players in order to ensure parity.

#### (c) Decisions of the DRC

The DRC will, in principle, grant recognition of an NDRC for a four-year period, only if the NDRC fulfils all the relevant established requirements.

The DRC might also request the member association to modify its regulatory framework before reaching a decision, or it may impose specific conditions as a prerequisite for its decision.

Any decision of the DRC in connection with the National Dispute Resolution Chamber Recognition Principles is final and binding. Therefore, the relevant decision of the DRC is not subject to any appeal before the Court of Arbitration for Sport.

#### IV. Resubmission of an application for recognition

In the event that recognition is not initially granted to an NDRC, the member association can submit a new application for recognition, following the same process outlined for an initial application.





If changes to the regulatory framework were implemented after the rejection of the DRC, the member association must indicate these modifications in the resubmitted application to facilitate a swift review.

Planned amendments to a recognised regulatory framework must be submitted to FIFA before taking effect. FIFA will subsequently evaluate whether a new recognition process is necessary.

#### F. Process for the renewal of recognition

After the end of the four-year period or if the member association intends to modify the FIFA-approved regulatory framework, the member association must apply for the renewal of recognition of an NDRC.

The application process for renewal of recognition of an NDRC follows the same process as the initial application for recognition.

In cases where no changes have been made to a previously FIFA-approved regulatory framework, member associations should explicitly mention this in their renewal application, expediting the renewal process.

The DRC has competence to deal with applications for the renewal of recognition of an NDRC. If the NDRC continues to meet all the relevant requirements established by FIFA, the DRC will generally approve the renewal of recognition for another four-year period. However, the DRC may also stipulate that the member association adjust its regulatory framework before a decision is adopted, or it may impose conditions, as deemed necessary.

#### G. The revocation of recognition – disciplinary tools

With the objective of ensuring compliance, disciplinary tools have been embedded in the new regulatory framework for NDRCs. FIFA has the authority and responsibility to continually assess whether an approved NDRC and its corresponding regulatory framework adhere to the National Dispute Resolution Chamber Recognition Principles.

In this context, FIFA will oversee adherence to the National Dispute Resolution Chamber Recognition Principles and, if there is a potential breach, will refer the matter to the FIFA Disciplinary Committee or, when applicable, to the independent Ethics Committee. The FIFA Disciplinary Committee possesses the authority to impose sanctions on member associations found to be in violation of the National Dispute Resolution Chamber Recognition Principles in accordance with the FIFA Disciplinary Code.

If FIFA determines that an NDRC that was previously recognised no longer meets the requirements established, it may request the relevant member association to make the necessary amendments to its regulatory framework within a specified time frame. Moreover, FIFA may provisionally suspend recognition if a preliminary analysis suggests that the national regulatory framework fails to comply with the mandatory standards.







In cases where FIFA concludes that a recognised NDRC, despite requests for regulatory framework adjustments, still does not comply with the National Dispute Resolution Chamber Recognition Principles, the following may occur:

- the matter may be referred to the DRC;
- the referral to the DRC may be published; and
- if necessary, the case may be forwarded to the FIFA Disciplinary Committee.

If the matter is brought before the DRC, it may revoke the recognition of an NDRC if the national regulatory framework fails to comply with the National Dispute Resolution Chamber Recognition Principles. Additionally, the DRC may mandate the member association to amend its regulatory framework before making a decision or, subject to its decision, to impose conditions.

#### H. The public list of recognised NDRCs

To provide transparency and legal certainty, FIFA will publish the list of NDRCs that have been recognised, along with the corresponding period of recognition.

NDRCs whose recognition has expired or has been provisionally suspended or revoked will be removed from the list accordingly.

## 6. The effects of recognition of an NDRC and the amendments and additions to the RSTP concern the new regulatory framework for NDRCs

#### A. The former regulatory framework

As previously indicated, the RSTP acknowledges that parties, instead of bringing employment-related disputes to FIFA or pursuing remedies through a civil court, have the option to refer such disputes to an NDRC, provided that the NDRC meets essential procedural criteria.

Therefore, under the previous framework for NDRCs, in certain disputes, FIFA's deciding bodies had to ascertain the existence of an NDRC that meets specific criteria since it could potentially assume jurisdiction instead of FIFA.

Under the former framework, for FIFA to cede its jurisdiction to an NDRC, certain conditions had to be met.

- The contract between the player/coach and the club had to contain a clear, written and exclusive arbitration clause, specifying the national body responsible for resolving any potential disputes.
- The challenge to the jurisdiction of FIFA had to be raised during the proceedings.







- The respective national body had to respect the principle of equal representation of players/coaches and clubs and adhere to the minimum standards outlined in FIFA circular no. 1010 dated 20 December 2005, to ensure its independence as an entity that guaranteed fair proceedings.
  - It is important to highlight that the party disputing FIFA's jurisdiction was responsible for presenting evidence that the national body did, in fact, satisfy the requirements outlined in circular no. 1010.

As mentioned, the evaluation of the above-mentioned conditions occurred on a case-by-case basis, exclusively in relation to the specific employment-related dispute presented to FIFA.

The 2023 edition of the <u>FIFA Commentary on the FIFA Regulations on the Status and Transfer</u> <u>of Players</u>, Chapter IX, pages 450-457, explains in detail the relationship to national decision-making bodies.

#### B. The revised regulatory framework

Considering that the approach under the former regulatory framework generated legal ambiguity regarding the jurisdiction of each NDRC, which resulted in uncertainty about the applicable requirements for the relevant NDRC to exercise jurisdiction and gave rise to unnecessary disputes involving the same NDRC, the new regulatory framework aims to address this problem by formally and permanently recognising an NDRC.

Along these lines, any NDRC that receives recognition in accordance with the National Dispute Resolution Chamber Recognition Principles will be formally acknowledged for the purposes outlined in article 22 paragraphs 1 b) and c) of the RSTP. This will be the effect of recognition of an NDRC under the revised regulatory framework.

In this context, the amendments and additions to the RSTP recently approved by the FIFA Council relate to the requirements under which FIFA may cede its jurisdiction in light of an existing and recognised NDRC.

Therefore, under the updated framework for NDRCs, for FIFA to cede its jurisdiction of employment-related disputes between a club and a player/coach of an international dimension in favour of an NDRC, the following conditions must be met.

- The contract between the player/coach and the club, or a collective bargaining agreement applicable to the parties, must contain a clear, written and exclusive jurisdiction clause, specifying that that any potential dispute is to be decided by the NDRC, or a national dispute resolution body operating under an equivalent name.
- The challenge to the jurisdiction of FIFA must be raised during the proceedings.
- The NDRC, or the national dispute resolution body operating under an equivalent name, must have been officially recognised by FIFA in accordance with the National Dispute Resolution Chamber Recognition Principles.





#### 7. The entry into force of new regulatory framework

In order to provide an appropriate transition period between the applicable regulatory frameworks and considering the new requirements that need to be fulfilled, the following is envisaged.

First, FIFA introduces a transition period which can be summarised as follows:

- **1 February 2024**: the possibility of initiating the recognition process for an NDRC begins
- **1 June 2024:** until such date, all member associations with operational NDRCs must submit a request for recognition
- **1 January 2025:** the new regulatory system, including the possibility for the DRC to cede its jurisdiction and accept the jurisdiction of an NDRC, enters into effect

Accordingly, the respective provisions of the new regulatory framework enter into force as follows:

Articles 1 to 3 and 6 to 10 of the National Dispute Resolution Chamber Recognition Principles, which concern the NDRC recognition process, will apply from 1 February 2024.

Member associations currently operating a national dispute resolution system must file a formal recognition request for their NDRC request by 1 June 2024.

This will enable member associations to submit their requests for recognition after getting familiar with the new regulatory framework. It will also allow the FIFA administration to properly review the corresponding requests for recognition and the DRC to adjudicate and to properly decide on those requests before the full effects of recognition of an NDRC apply.

The remaining articles of the National Dispute Resolution Chamber Recognition Principles, pertaining to the effects of recognition, as well as the renewal and revocation of recognition, will be applicable from 1 January 2025. In other words, the new regulatory framework will enter into force in full from 1 January 2025.

If a member association currently operating a national dispute resolution system fails to submit a formal recognition request for their NDRC request by 1 June 2024 as mentioned above, the respective national dispute resolution system shall be considered to not be recognised by FIFA as of 1 January 2025.

Similarly, it is important to take into account that any NDRC that has been granted recognition will be considered formally recognised for the purposes of article 22 paragraphs 1 b) and c) of the RSTP of the new regulatory framework as of 1 January 2025.

Consequently, a transitional measure has been included in article 25 paragraph 1 c), so the new regulatory framework under which FIFA may decline its jurisdiction of employment-related disputes between a club and a player/coach of an international dimension in favour of an NDRC that has been recognised in accordance with the National Dispute Resolution Chamber Recognition Principles will apply only to cases brought to FIFA as from 1 January 2025.







Consequently, the National Dispute Resolution Chamber Standard Regulations approved by the FIFA Executive Committee on 29 October 2007 and FIFA circular no. 1010 of 20 December 2005 will be annulled as of said date.

Accordingly, any case brought to FIFA before 1 January 2025 will still be assessed according to the former regulatory framework, in particular whether the case falls under FIFA or NDRC jurisdiction.





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INTERNATIONAL PLAYER TRANSFER GUIDE JULY 2024  $\Delta$ 

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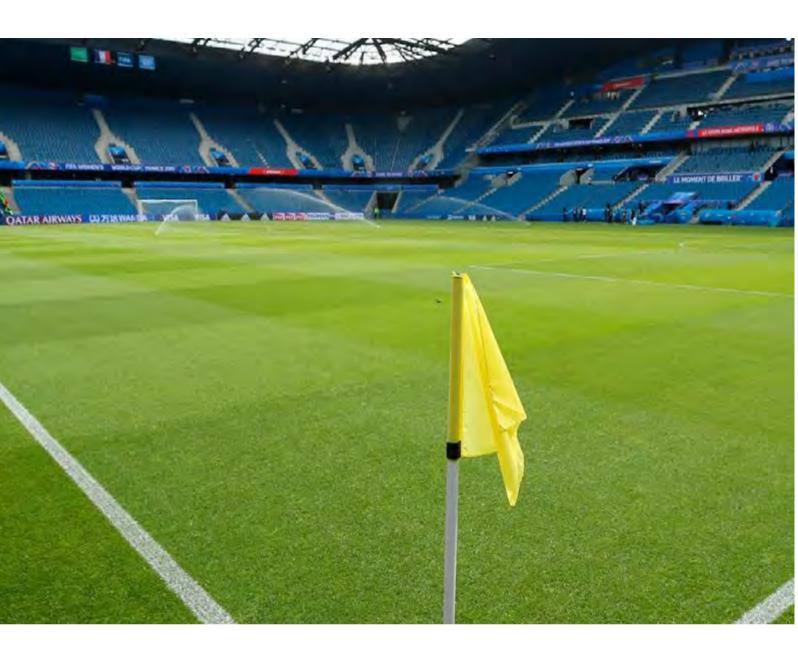
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Useful documents and information





**Note:** This guide does not represent the formal position of FIFA or its decision-making bodies on specific matters or any future cases. All regulatory references are to the June 2024 edition of the FIFA Regulations on the Status and Transfer of Players ("RSTP") and the October 2022 edition of the FIFA Clearing House Regulations ("FCHR"). In addition, all technical references to the Transfer Matching System ("TMS") correspond to TMS release 11.4 of June 2024.

More detailed information on the international player transfer process is available to TMS users in the online Help Centre, accessible via TMS.





## FOREWORD

We are delighted to present our first-ever **International Player Transfer Guide**, which collates all practical information and best practices on how to get ready to process international player transfers while complying with the relevant regulatory and technical requirements as set out in the FIFA Regulations on the Status and Transfer of Players **(RSTP)** and in the Transfer Matching System **(TMS)**.

Specifically, we will dig into topics such as the use of TMS, give you some insights on the international transfer process, registration periods and deadline days, outline the importance of uploading proofs of payment, and explain how to prevent a transfer being halted by the system and what to do if and when that happens.

We will also share information on best practices and the latest updates on the international player transfer process.

As you surely know, TMS is a mandatory tool for international transfers involving professional and amateur players in 11-a-side football. Most notably, TMS must be used for all international transfers of male, female, professional, amateur and minor football players, emphasizing its universal application across the footballing spectrum. In addition, minor applications of football (and futsal) players must also be processed through TMS. The procedural guidelines for using TMS are outlined in Annexe 3 of the RSTP, providing a structured framework for adherence.

Following the introduction of the FIFA Clearing House, entering information accurately in TMS has become paramount for the effective operation of the FIFA Clearing House and the accurate distribution of training rewards. This underscores the critical role of precision and diligence in the international transfer process, highlighting the importance of meticulous attention to detail and transparency.

In order to provide a comprehensive understanding of the intricacies surrounding international player transfers, this guide offers an overview and explains the procedures to be followed when navigating an international player transfer. By going through the necessary steps and considerations, this guide aims to facilitate smooth and compliant player transfers across borders, fostering integrity and transparency within the global football community.

We hope that you find this guide helpful and that you use it as an opportunity to enhance your knowledge of the international player transfer process, in compliance with the relevant regulatory and technical requirements.

We thank you for your support and hope you enjoy reading the guide.

If you have any questions or comments, please visit us at <u>legal.fifa.com</u> or contact us at <u>legal@fifa.org</u>.

**Emilio García Silvero** Chief Legal & Compliance Officer

**Jan Kleiner** Director of Football Regulatory

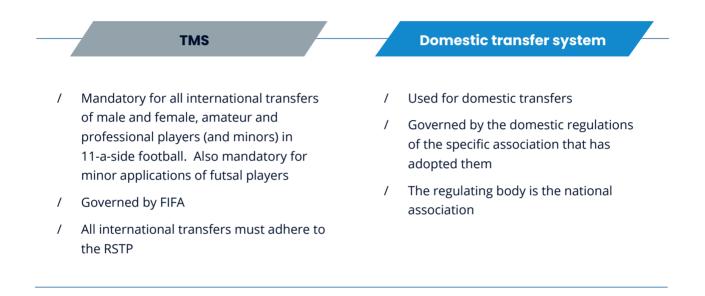




# 01. International transfers – Scope of TMS

## INTERNATIONAL TRANSFERS SCOPE OF TMS

To start with the intricate landscape of football transfers, making a distinction between national and international transfers holds significant importance. An international transfer, as per definition no. 21 of the RSTP, entails the movement of a player's registration from one association to another. This is in contrast to a national transfer, as explained under definition no. 22 of the RSTP, which involves a player's registration at an association moving from one club to another within the same association.

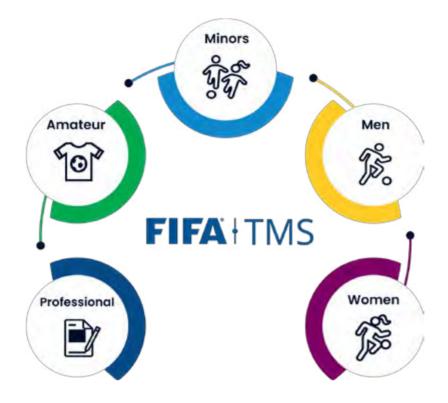


While national transfers are generally subject to the regulations issued by the respective member association<sup>1</sup>, international transfers follow a distinct set of guidelines outlined in Annexe 3 of the RSTP. Our focus in this guide lies specifically on international transfers, which are processed through TMS. By navigating the complexities of international transfers within the framework of TMS, clubs and associations ensure compliance with FIFA regulations and facilitate smooth player movements across borders.

Before taking a closer look at the international transfer process, it is imperative to recognise the nuances that govern each transfer. TMS serves as the central hub for processing these transfers, but clubs correctly entering information and selecting the appropriate transfer instruction type is also pivotal for seamless transactions.



<sup>&</sup>lt;sup>1</sup> | It is important to highlight that national transfers with an international dimension may trigger training rewards through the FIFA Clearing House, in accordance with the RSTP and the FCHR.



#### Which international transfers must be entered in TMS?<sup>2</sup>

To navigate this process effectively, clubs must consider key questions tailored to the specifics of each transfer, such as:

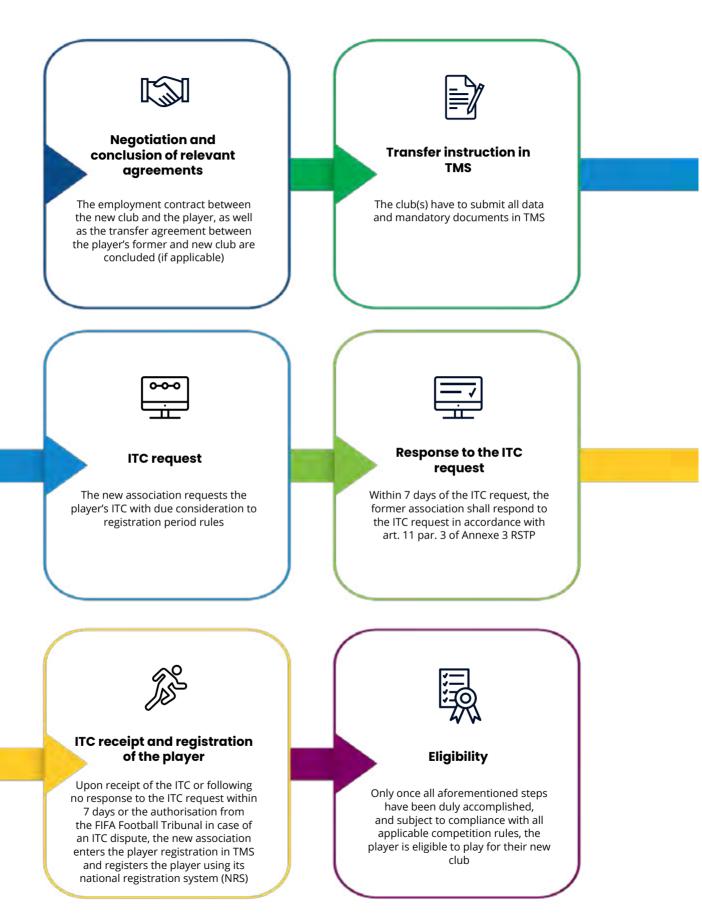
- / Am I engaging or releasing a player?
- / Will the player be a **professional** or an **amateur** with their new club?
- / When will the **registration period** of the new association open?
- / Is it a **permanent** transfer or a **loan**?
- / Has a **transfer agreement** been concluded between the player's former club and new club, or is the player being **engaged out of contract** (a so-called free agent)?
- / Are any club-to-club payments involved?
- / Does my club and the counter club have a **TMS account**?

Addressing these questions proactively will ensure clarity and accuracy in the transfer instructions entered in TMS, as well as the success of the transfer, streamlining the process for all parties involved. By methodically assessing the nature of the transfer and gathering the relevant supporting documents, clubs can confidently align with the appropriate TMS procedures, facilitating smooth and compliant international player transfers.



<sup>&</sup>lt;sup>2</sup> | International transfers of players as of the age of 10 (cf. article 9 paragraph 4 of the RSTP).

#### **INTERNATIONAL TRANSFER PROCESS**



#### **CONCLUSION OF RELEVANT AGREEMENTS**

Contractual negotiations usually mark the beginning of any international player transfer. At this stage, clubs, players and possibly agents engage in discussions to outline the terms and conditions of the proposed transfer. These negotiations usually focus on various aspects, such as the player's contract, duration, salary, bonuses, release clauses, and any other stipulations pertinent to the transfer. These discussions aim to find an agreement or a compromise between the interests of both parties, always adhering to the relevant applicable law and to the regulations set forth by governing bodies such as FIFA. Successful negotiations pave the way for the subsequent steps in the transfer process, laying the groundwork for the player's move to a new club and new association (if applicable).



TMS must not be used for contractual negotiations. All relevant information shall only be entered in TMS once the necessary agreements have been concluded. If a player is being registered as a professional with their new association, TMS should be used as soon as the relevant transfer or loan agreement has been concluded between the new club and the former club or, if no transfer or loan agreement exists, after the player has concluded an employment contract with the new club.

#### **GETTING READY TO PROCESS AN INTERNATIONAL TRANSFER IN TMS**

As explained later in this guide, it is essential to ensure that you are ready before initiating the transfer process in TMS. For example, both clubs involved (if applicable) must have an active TMS account. Additionally, it is imperative to have all documentation required by the system readily available. Moreover, it is crucial to confirm that the registration period of the new association is open, unless a specific exception to this rule applies.

It is highly recommended for all parties to diligently prepare all these steps as well as the required material and documentation, so that they do not to face any possible complications once the transfer process has been initiated in TMS.

#### HAVING A TMS ACCOUNT

It is very important to note that only TMS users have access to TMS<sup>3</sup>. In other words, to access TMS for the first time, a club must appoint at least one TMS user, who must undergo the training required by FIFA. Only once this training has been completed, will an association be able to submit a new user request via TMS, which will be reviewed by FIFA to ensure that the newly appointed individual fulfils the user requirements and is eligible to become a TMS user. To be eligible as a TMS user, an individual shall among the other requirements set out in article 5 of Annexe 3 of the RSTP, be a direct employee of the relevant club or association.





<sup>&</sup>lt;sup>3</sup> As stated under definition 37 of the RSTP, a TMS user is an individual trained and authorised to access TMS on behalf of a club or association. All TMS users have their own unique login credentials.



If a club wishes to engage a player, it must ensure that it has a TMS account as well as the necessary equipment, training and know-how to fulfil its obligations. If a transfer agreement has been signed, the same applies for the releasing club from which you are engaging the player. In this case, both clubs will need a TMS account.

#### WHO HAS A TMS ACCOUNT AND WHAT ARE THEIR MAIN ROLES?

A designated employee of each club and association, duly trained and authorised by FIFA can have access to TMS, as well as the FIFA administration. Their man responsibilities are summarized below:



- / Enter dates of competition periods, seasons and registration periods
- / Process minor applications
- / Process Electronic Player Passports (EPPs)
- agreements
- Declare all payments made in the context of an international transfer
- / Enter sanctions against clubs and associations



Did you know? If a player is being registered as an amateur for a club that does not have a TMS account, the new association may enter the transfer on behalf of an affiliated club that does not have access to TMS (cf. art. 8 par. 1 j. and art. 10 par. 9 of Annexe 3 RSTP).





## $\mathbf{T}$ / HAVING ALL THE NECESSARY DOCUMENTATION AT HAND

TMS requires the club(s) to enter the player's details as well as all relevant agreements. In addition, all payment terms between the club and the player on the one hand, and between both clubs in case of a transfer agreement on the other hand, must be accurately disclosed, together with agent details (if applicable).

It is therefore of utmost importance for clubs to have all relevant information and documentation related to the transfer at hand. In this regard, entering the payment terms correctly in TMS, and the subsequent uploading of the relevant proof of payment, will be crucial for the correct calculation of training rewards by the FIFA Clearing House.

Payment terms may include various types (cf. art. 10 par. 4 of Annexe 3 RSTP) such as fixed transfer fees, release (buy-out) fees, conditional transfer fees and sell-on fees. It is important to note, in consideration of the FIFA Clearing House and for the avoidance of doubt, that **any transfer agreement with the former club** must be declared in TMS.

This declaration encompasses any agreement under which the former club waives its rights to receive training rewards in exchange for another payment type mentioned in the previous paragraph including in exchange for a sell-on fee. For the sake of completeness, please remember that a sell-on fee constitutes a percentage of a future transfer fee agreed upon between the two clubs involved in a transfer. Therefore, if the new club transfers the player to a third club, the former club is entitled to a percentage of the new transfer fee if it has a sell-one fee.



If a club wishes to engage a player, it must ensure that it has all the necessary documentation at hand. In cases where a player is engaged out of contract, this includes the player's proof of last contract end date as well as the reason for termination of their former contract. The club wishing to engage a player must ensure to obtain this document from the player's former club directly.

## $\frac{1}{2}$ determine the status of the player with their new club

Article 2 of the RSTP establishes that only two specific categories of players exist in organised football (amateurs or professionals), and it defines the criteria according to which players fall into either of these two categories.

A player must meet two cumulative conditions in order to qualify as a professional, namely a player must have entered into a written contract with their club <u>and</u> must be paid more for the footballing activity than the expenses they effectively incur.

Any player who does not qualify as a professional would in turn be deemed an amateur.







When engaging a player, it is crucial to correctly identify the status (amateur or professional) that the player will have with the new club in order to ensure that the correct instruction type is selected in TMS and in order to have the required documents ready to be submitted through the system.

#### **TMS AS A COMPLIANCE TOOL FOR REGISTRATION PERIODS**

TMS is an essential compliance tool designed to ensure the integrity and transparency of international player transfers within the applicable registration periods. By mandating that all international transfers be entered and validated through TMS, FIFA ensures that transfers comply with the regulatory requirements and deadlines. The main objectives of registration periods are to enhance contractual stability between professional players and clubs as well as to protect the sporting integrity of competitions.

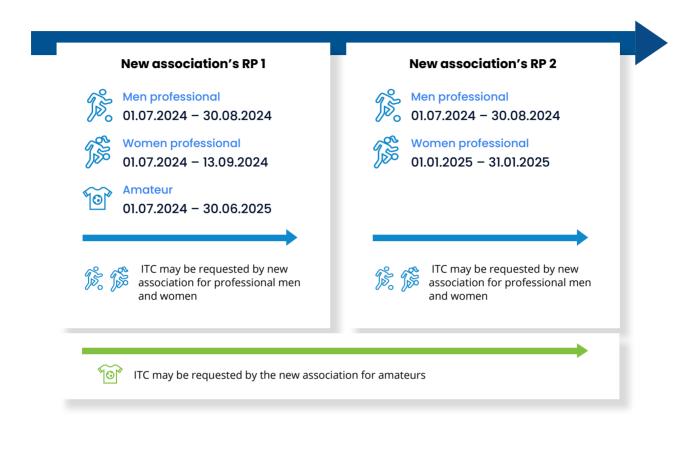
TMS considers the status of the player (amateur or professional) selected by the clubs in TMS, as well as the applicable registration period dates entered by the relevant member association. Consequently, any transfer that does not meet the registration period requirements of article 6 of the RSTP will be automatically detected by the system and will not be able to proceed.

In accordance with article 6 of the RSTP, each FIFA member association has to define two official registration periods for each season of professional men's and women's football and enter those dates in TMS. Member associations may, however, set different registration periods (i.e. different dates) for their men's and women's professional competitions, as well as for competitions in which only amateur players (men and/or women) participate.

The rule in article 6 paragraph 1 of the RSTP further stipulates that players may only be registered during one of the two annual registration periods set by the new association to which the engaging (new) club is affiliated. Consequently, the International Transfer Certificate ("ITC") must be requested by the new association during these registration periods. More precisely, the ITC shall be requested by the new association by no later than the last day of its registration period for the transfer to occur during that registration period. Indeed, as set out below, an ITC requested after the closure of the relevant registration period of the new association (subject to the exceptions in article 6 of the RSTP) will not proceed and will go into validation exception status.



#### The general principle of article 6 of the RSTP



Once a club has determined a player's status, whether amateur or professional, it must register the player according to the registration periods for the competitions in which they will participate. This means that if, for instance, a club intends to register a professional female player for competitions in which professional female player participate, they will generally only be able to register her during one of the two annual registration periods designated for professional female players by the association to which the new club is affiliated (subject to the exceptions in art. 6 RSTP).

The following is a specific example based on the illustration above: during the European summer of 2024, a club wants to conclude an international transfer for a professional female player and has signed a transfer agreement with the player's former club. In this case, the association to which the engaging (new) club is affiliated would have to request the player's ITC at any point between 01 July 2024 and 13 September 2024 at the very latest.

Finally, please note that a player who is registered with a club to play in a competition in which only amateurs participate will only be eligible to play for that club in a professional competition during the course of one sporting season if the player was initially registered during one of the two registration periods fixed for professional competitions (cf. <u>FIFA circular no. 1693</u>).





The new association must request the ITC in TMS before its registration period closes (unless an exception to the rule applies).

Considering registration periods when transferring a player is crucial for a smooth and compliant transfer. Therefore, please remember to plan ahead of time. Clubs need to be aware, in advance, of the seasons and registration period dates of all associations worldwide in order to plan their transfer and contractual arrangements appropriately.

#### THE TRANSFER WINDOW CALENDAR

Each FIFA member association has to define two official registration periods (also known as "transfer windows") for each season of professional men's and women's football and enter those dates in TMS. For TMS users, all registration periods are visible in TMS.

In order for all our stakeholders to have up-to-date information and access to the registration period dates of all FIFA member associations worldwide, FIFA publishes a **calendar which can be found** <u>here</u>.

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Worldwide registration periods calendar





## $\int \int \int exceptions$ to registration period rules

Article 6 paragraph 3 of the RSTP provides for limited exceptions to the rule that players may only be registered during a registration period fixed by the relevant member association. This means that, regardless of the registration period dates, certain transfers can still be completed in TMS. These exceptions to the registration period dates are the following:

- a. A professional who has unilaterally terminated their contract with just cause, or whose contract has been unilaterally terminated without just cause by their club, may be registered outside a registration period. Upon receipt of the ITC request, the FIFA general secretariat shall expeditiously assess on a prima facie basis whether the unilateral termination occurred with or without just cause and permit or deny the registration accordingly. Such prima facie assessment is without prejudice to a decision of the Football Tribunal about the consequences of the termination of contract.
- b. A professional whose contract has naturally expired or has been mutually terminated prior to the end of the registration period applicable to the engaging club may be registered with the engaging club also after expiry of the respective registration period.
- c. A female player may be registered outside a registration period to temporarily replace another female player that has exercised her rights linked to pregnancy, adoption or family leave. The period of the contract of the temporary replacement player shall, unless otherwise mutually agreed, be from the date of registration until the day prior to the start of the first registration period after the return of the female player that has taken maternity leave.
- d. A female player may be registered outside a registration period upon completion of her family, adoption or maternity leave or recovery related to her pregnancy (cf. art. 18 par. 7 and article 18quater) subject to her contractual status.
- e. A professional whose contract has expired or been terminated as a result of COVID-19 has the right to be registered outside a registration period, regardless of the date of expiry or termination.

For further details on article 6 of the RSTP, please refer to the <u>Commentary on the RSTP</u> also available at <u>legal.fifa.com</u>

## $\overline{\mathbb{Q}} / \mathsf{HOW}$ does tms work?

In principle, if an association attempts to request an ITC outside of their registration period, the transfer will be automatically halted with a "validation exception". Only upon request for intervention through TMS from the association wishing to register the player, the FIFA administration will assess each individual situation to make sure that the abovementioned exceptions to article 6 apply and, if so, it may grant an authorisation to allow the new association to register the player. It is important to emphasise that only member associations (as opposed to clubs) are able to request FIFA administration intervention through TMS.

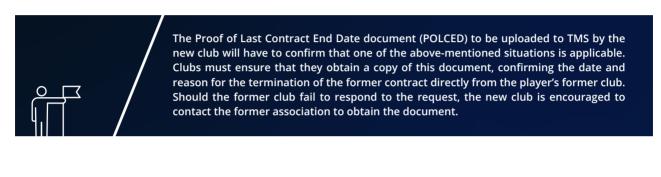


If an association wishes to register a professional player for one of its affiliated clubs based on one of the aforementioned exceptions and a validation exception occurs in TMS when requesting the ITC, the relevant association may request an override of the validation exception via TMS (see "Validation exceptions").



There are, however, two cases provided for under article 6 paragraph 3 b) of the RSTP, under which a player who was registered as a professional with their former club may be able to be registered with the new association outside of its own registration period without a validation exception being triggered by TMS and without an intervention from FIFA. For these cases, the following cumulative conditions need to be met:

- / The reason for the termination of the contract with the former club is either: "The contract with the former club has expired" or "The player and their former club mutually agreed on an early termination of the employment contract between them"; and
- / The date of termination of the player's employment contract with their former club is prior to the end of the new association's last registration period.





#### **DEADLINE DAY – ENSURING A SMOOTH TRANSFER WINDOW**

FIFA fosters enhanced collaboration with and between our stakeholders and reinforces the importance of planning ahead and not leaving transfers until the last minute.

We strongly encourage early planning, as it is crucial to ensure a smooth transfer process and achieve the desired outcome for clubs and players alike.

We particularly encourage clubs and players to engage in early communications and be aligned on the key aspects of the transfer process, including all necessary documentation and regulatory requirements, as well as anticipating any potential pitfalls. In this regard, it is vital to implement best practices and learn from the experience of previous transfer windows.

This being said, we acknowledge that the reality of football often means that many transfers happen at





the last-minute. In recognition of this fact, and in order to speed up the transfer process and support our community of stakeholders, FIFA has a dedicated team that meticulously plans ahead and provides immediate regulatory and technical support to clubs and associations worldwide throughout the entire year at <u>TMSHelpdesk@fifa.org</u>.

As deadline day approaches and time becomes even more critical, FIFA's dedicated team also plays a pivotal role in supporting flawless transfers and providing stand-by services on those critical dates when most member associations' registration periods are closing, in order to make sure that all tasks are performed smoothly.

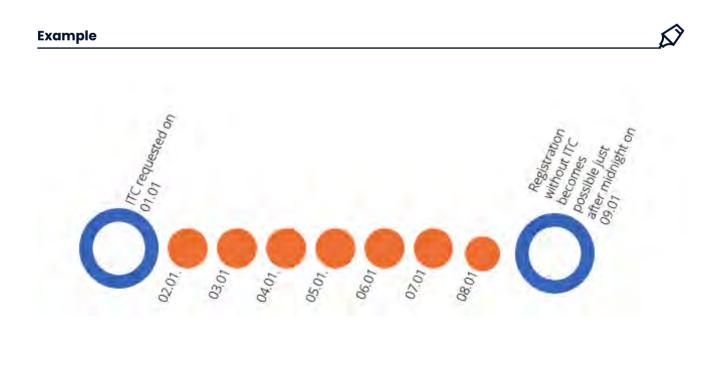


We encourage all our stakeholders to plan ahead with enough time and be aligned on the key aspects of the transfer process.

#### TMS AND THE INTERNATIONAL TRANSFER CERTIFICATE (ITC)

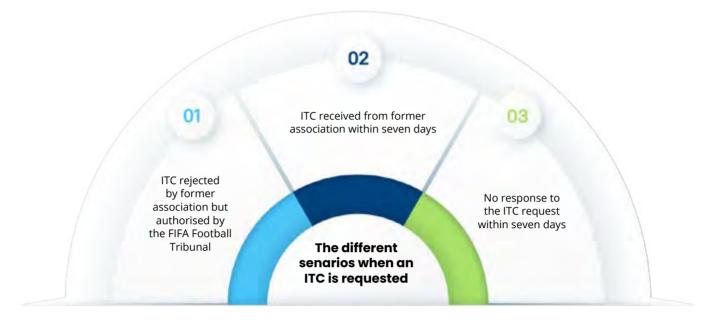
Players registered at one association may only be registered at a new and different association once the latter has received an ITC from the former association through TMS. This procedure, which must be carried out free of charge and without any conditions or time limit, is the responsibility of the member associations involved. It is crucial for all parties to maintain communication throughout this process. Once the new club has uploaded all required information and documentation into TMS, the new member association proceeds to request the ITC. The former association must respond to the ITC request within seven days, as specified in article 11 paragraph 3 of Annexe 3 of the RSTP.

These seven days are consecutive and are calculated as of the day after the ITC has been requested.





In the ideal scenario, the association releasing the player will deliver the ITC through TMS immediately or, at the latest, within seven days, allowing the new association to confirm receipt of the ITC and register the player. However, other possible scenarios in TMS may include a lack of response by the former association and even the rejection of the ITC request, which could lead to an ITC dispute. The different scenarios are further illustrated in the chart below.





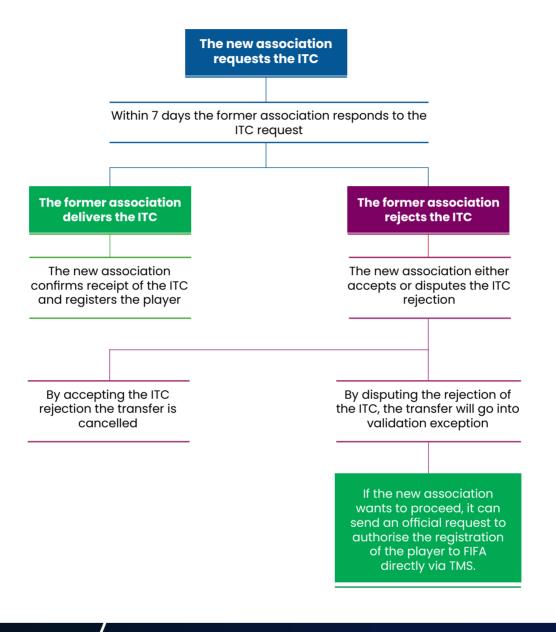
If the former association fails to respond to the ITC request within seven days, the new association will be able to register the player with the new club and enter the relevant player registration information in TMS.





#### What happens if an ITC request is rejected by the former association?

In this case, if the new association wishes to register the player, the rejection of the ITC request will have to be disputed and the new association will need to request FIFA's intervention in order to resolve the dispute.<sup>4</sup>





The former association can only reject an ITC request if one of the reasons under article 11 of Annexe 3 of the RSTP applies, i.e. only if an employment contract between the former club and the player is considered to still be in force or if there has been no mutual agreement regarding its early termination.



<sup>&</sup>lt;sup>4</sup> | It is important to point out that, in line with the jurisprudence of the FIFA Football Tribunal and the Court of Arbitration for Sport (CAS), even if a contractual dispute over an ITC arises, FIFA cannot compel players to remain employed with a particular employer. In this sense, in case of an ITC dispute and, upon request of the new association, the FIFA Football Tribunal will authorise the player registration with their new association, without prejudice to any claim being lodged with FIFA in accordance with article 22 of the RSTP.

## ISSUES THAT PREVENT INTERNATIONAL TRANSFERS FROM PROCEEDING IN TMS ("VALIDATION EXCEPTIONS")

International transfers may encounter certain issues that prevent them from proceeding in TMS and that need to be resolved in order for the transfer to move forward.

As mentioned above, the former association rejecting an ITC request and the new association disputing the rejection is one of the reasons why a transfer could go into such a status. Another possible reason is an ITC request being made outside of a registration period and no exception to the rule of article 6 of the RSTP being applicable.

Validation exceptions need to be resolved by FIFA. The new association needs to submit a request for FIFA to override the validation exception via TMS. However, any such overrides are only granted in exceptional circumstances and at the discretion of FIFA.

#### Example

A club wants to register a professional male player but its association's registration period for professional men's competitions is currently closed.

What would happen if the new association were to go ahead and request the player's ITC?

- / The transfer would be halted in TMS due to the new association requesting the player's ITC outside of the relevant registration period.
- In this case and if the new association wishes to register the player and believes that one the exceptions to the registration period rules is applicable or that the delay in requesting the player's ITC is due to reasons not attributable to the new association or its affiliated club, the **new association may ask FIFA through TMS to grant authorisation for the transfer to proceed.**







#### / Ensure compliance

The engaging club must comply with all obligations on time and in full. This includes entering all required data and uploading all documents into TMS.

#### / Address non-cooperation

If the releasing club fails to enter its data or cooperate to resolve discrepancies, the engaging club should avoid delays where possible and continue to comply with all TMS requirements at its disposal to avoid being disadvantaged.

#### How to proceed if a validation exception is still triggered?



#### **FIFA Intervention**

An association can ask FIFA to override the validation exception halting the transfer in TMS. FIFA will assess the request and decide whether the circumstances justify an override.

#### Criteria for a possible override

To ensure that an engaging club is not disadvantaged if the releasing club fails to fulfil its obligations in TMS an override generally occurs if:

- / The engaging club entered and approved its transfer instruction and uploaded all mandatory documents correctly before the end of the registration period; and
- / The new association requested the ITC in TMS after the registration period closed, but through no fault of its own or that of its affiliated club.

#### Outcome

If these conditions are met, FIFA may authorize an override of the validation exception, allowing the transfer to proceed.

If FIFA does NOT authorise an override of the validation exception, the player will not be able to be registered for their new club until the next registration period of the new association opens. Consequently, the player will also be ineligible to participate in organised football for their new club until this occurs.



If a transfer is unsuccessful due to a lack of cooperation from the counterparty, we recommend that the parties involved communicate with each other to resolve the issue prior to the closure of the applicable registration period. The contact details of all TMS users are accessible to each other via the "Stakeholders" tab in their TMS account.





#### **REGISTRATION BANS AND TMS**

A registration ban is one of the potential disciplinary measures that may be imposed on clubs by the FIFA judicial bodies or by the Football Tribunal and that may prevent a transfer in TMS from proceeding. Once a registration ban has been imposed on a club it will also be reflected in TMS. Keeping in mind that TMS works as a compliance tool, the club serving a registration ban will be prevented from **registering new players**, either nationally or internationally and whether as amateurs or as professionals, for the full duration of the measure and in accordance with articles 12 bis, 17, 24 and article 8 of Annexe 2 of the RSTP. The club will therefore only be able to register new players again after serving the ban in its entirety or in the event that the ban is lifted by the FIFA administration upon fulfilment of the relevant requirements.

This means that a club serving a registration ban will be prevented from completing any new incoming transfers in TMS.

A ban at international level will be implemented directly by FIFA in TMS for all clubs existing in the system. However, it is the responsibility of the association concerned to ensure that the ban is also correctly implemented at national level within its own registration platform and at international level for those clubs that are not in TMS. For more details about the implementation of the ban at national level please refer to FIFA circular no. 1843.



If your club has complied with all necessary requirements for a registration ban to be lifted, please make sure that you communicate with FIFA through the Legal Portal as soon as possible in order for the sanction to be lifted in TMS in accordance with the RSTP, if applicable.

### $\downarrow$ ACTIONS THAT DO NOT CONTRAVENE A REGISTRATION BAN AND TMS

As mentioned above, a club serving a registration ban will be prevented from completing any new incoming transfers in TMS.

However, if a club is serving a registration ban, it is in principle not prevented from releasing players in TMS, which means that a third club could still engage a player from a club that is serving a registration ban.

In addition, there are other scenarios that do not contravene a registration ban (cf. arts. 12bis, 17, 18quater and 24 of the RSTP) and which are set out in article 25 paragraph 3 of the RSTP:

- a. The return from loan of a professional, solely where the loan agreement expires naturally;
- b. The extension of the loan of a professional, beyond the natural expiry of the loan agreement;
- c. The definitive engagement of a professional who was temporarily registered for the club directly prior to the registration ban being imposed; and
- d. The registration of a professional who was already registered with the club as an amateur directly prior to the registration ban being imposed.

If a club serving a registration ban enters one of the above-mentioned transfers in TMS (i.e. a "return from loan", a "loan extension" or a "loan to permanent"), the system will at first instance trigger a validation exception and prevent the transfers from moving forward. It is only after the FIFA administration has effectively confirmed, upon request from the association concerned, that the conditions required by the RSTP have been met, that the system will authorise the transfers.

As mentioned above, article 25 paragraph 3 of the RSTP refers to one last scenario which does not contravene a registration ban, namely the registration of a professional who was already registered with the club as an amateur directly prior to the registration ban being imposed. As TMS is a mandatory tool for international player transfers, this scenario - where the player is not transferring internationally - will not be reflected through TMS.

Finally, and in accordance with FIFA <u>circular no. 1843</u>, in order not to hinder the development of young football players, and unless otherwise specified within the relevant decision imposing the sanction, a club subject to a registration ban may register players for its youth teams, such possibility being, however, limited to players until the age of 15. Players newly registered with a youth team during a registration ban cannot play for the club's first team or any other professional team of the club until the registration ban has elapsed. If this occurs, the player(s) concerned shall be declared ineligible, and any match in which the player(s) featured must be declared forfeited.

There are further scenarios that can lead to a transfer being prevented from proceeding and requiring an intervention from FIFA, such as if the new club has exceeded the loan cap or if a player is under 18 years of age and a minor application has not been accepted (cf. article 14 of Annexe 3 of the RSTP). These scenarios will also be explained below in this guide.

For more details on registration bans please refer to FIFA circular no. 1843.



#### Actions which do not contravene a registration ban in TMS



#### THE REGISTRATION BAN TOOL IN THE FIFA LEGAL PORTAL

In line with its continued efforts to promote transparency and maintain full disclosure in relation to the activities of the FIFA judicial bodies, FIFA has launched a digital tool that lists the clubs subject to registration bans.

The primary objective of this new tool is to provide stakeholders, including players and clubs, as well as the general public, with an overview of all clubs currently prevented from registering new players.

The digital tool is regularly updated in order to reflect the situation of the clubs subject to registration bans imposed by FIFA.



You can access here and on legal.fifa.com a list of the clubs that are currently serving a registration ban imposed by FIFA.

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<u>Currently active registration bans</u>

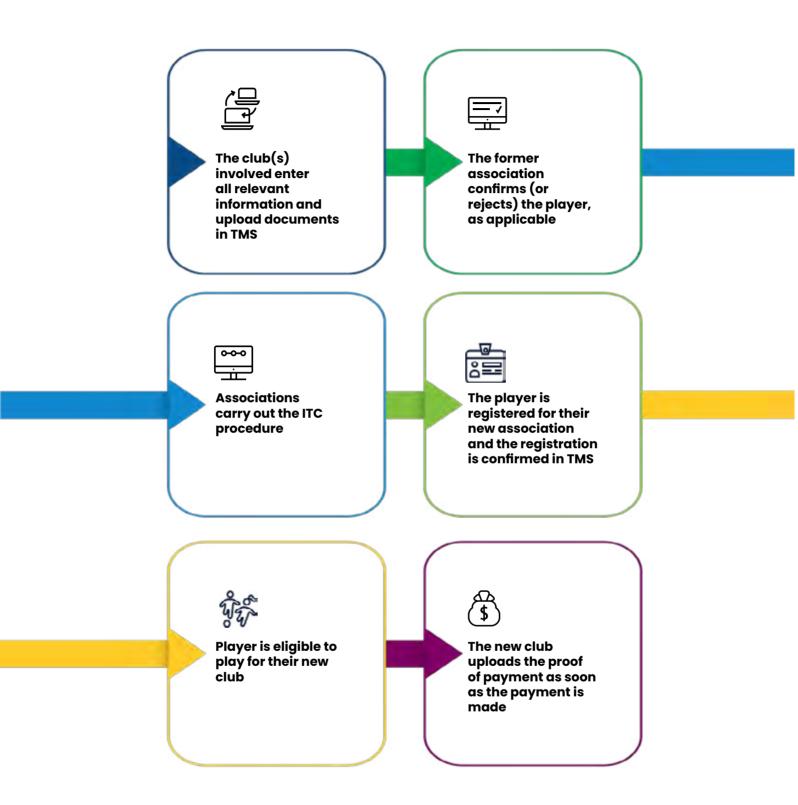
#### SUCCESSFUL COMPLETION OF THE INTERNATIONAL TRANSFER PROCESS – PLAYER'S **ELIGIBILITY**

Once an international transfer has been entered in TMS, the ITC procedure has been successfully completed and any possible issues preventing the transfer from proceeding have been resolved, the new association will be able to register the player and the latter will be, in principle, eligible to play for their new club, subject to the applicable competition regulations.

However, please note that following an international transfer, a player will still remain ineligible to participate in organized football until the member association to which their new club is affiliated has confirmed the player registration date in TMS. It is only once the registration process has been concluded that a player becomes eligible to showcase their talent and play for their new team.









# 02. Proof of payment and the FIFA Clearing House

## **PROOF OF PAYMENT AND THE FIFA CLEARING HOUSE**

Following the introduction of the FIFA Clearing House<sup>5</sup>, entering accurate information in TMS has become paramount for its effective operation and the accurate distribution of training rewards.

Consequently, once a transfer has been successfully completed in TMS and if payments have been agreed, clubs are obliged to declare them in TMS and to upload the relevant proofs of payment **within 30 days of the date of each payment** (cf. article 12 of Annexe 3 of the RSTP).

The proof of payment declared to FIFA by the new club plays a crucial role in the calculation and distribution of training rewards through the FIFA Clearing House because, in accordance with the FCHR, the proof of payment triggers the generation of an allocation statement for the payment of solidarity contribution (cf. article 12 paragraph 3 of the FCHR) and allows the calculation of solidarity contribution based on the amount declared in the proof of payment, as established in the RSTP.

In accordance with article 1 of Annexe 5 of the RSTP, 5% of any transfer compensation must be deducted for payment of the solidarity contribution. Colloquially, this method of calculating and paying solidarity contributions is known as "95+5".

As a general rule and to ensure the proper functioning of the FIFA Clearing House process, member associations and clubs must declare transfer compensation payments as follows:

- 1. Member associations and their clubs must declare the full amount of payments agreed between the clubs for the transfer of the player in the corresponding transfer instruction (international transfers in TMS, domestic transfers in DTMS or the system used by the member association).
- 2. Clubs must then make these payments while withholding 5% of the total amount, in all cases unless agreed otherwise (see below), and declare this amount with 5% withheld for the solidarity contribution in the proof of payment declaration.
- 3. Once the final solidarity contribution payment has been processed and paid through the Clearing House, if applicable and in accordance with the final EPP and all applicable conditions, in cases where there is a remaining balance of the transfer compensation to be paid, the new club should pay the remaining transfer compensation amount directly to the former club, following existing jurisprudence.

This will ensure the proper calculation of training rewards and consideration of all registrations of the player for the distribution of the solidarity contribution.

More detailed information on how to declare payments in TMS in cases where special agreements between clubs have been concluded (such as solidarity contribution included in the transfer compensation or the former club waiving its entitlement to solidarity contribution, is available to TMS users in the TMS Help Centre).



<sup>&</sup>lt;sup>5</sup> | The FIFA Clearing House (FCH) is an integral part of FIFA's ongoing commitment to introducing fundamental changes to the football transfer system. The main objectives of the FCH are to centralize, process and automate payments between clubs, initially relating to training rewards (training compensation and solidarity contribution) and to promote financial transparency and integrity, and avoid fraudulent conduct in the transfer system. More information about the FCH can be found <u>here</u> and is also available at <u>legal.fifa.com</u>

#### An example of how to correctly declare payments in TMS is further illustrated below:



Payment terms may include various types (cf. article 10 paragraph 4 of Annexe 3 of the RSTP) such as fixed transfer fees, release (buy-out) fees, conditional transfer fees and sell-on fees. It is important to note, in consideration of the FIFA Clearing House and for the avoidance of doubt, that any transfer agreement with the former club must be declared in TMS. This declaration encompasses any agreement under which the former club waives its rights to receive training rewards in exchange for another payment type mentioned above, including in exchange for a sell-on fee. This means that any such payments shall also be declared by both clubs in TMS, in accordance with Annexe 3 of the RSTP.

It is also important to highlight that any amendments to the payment terms shall also be declared in TMS as soon as the amended terms have been agreed upon, and the corresponding proof of payment shall be uploaded to TMS accordingly.

Finally, it must be noted that precision and diligence in the international transfer process, as well as meticulous attention to detail and transparency are crucial for the proper functioning of the FIFA Clearing House and the equitable distribution of training rewards. To fulfil this goal, FIFA has a dedicated team whose role is to provide technical and regulatory assistance, as well as to ensure compliance with Annexe 3 of the RSTP and the FIFA Clearing House Regulations. You can contact the team at <u>TMShelpdesk@fifa.</u> org.



# 03. What if an international transfer is a loan?

## WHAT IF AN INTERNATIONAL TRANSFER IS A LOAN?

A professional player may be loaned to another club on the basis of a written agreement between the player and the clubs concerned. Any such loan is subject to the same rules as those that apply to international player transfers, including the obligation to duly reflect the loan transfer in TMS and to carry out the ITC procedure (cf. article 10 of the RSTP).



Loans, like permanent transfers are subject to respecting registration periods. Therefore, it is essential to consider registration periods when negotiating the duration of a loan.

On 1 July 2022, the additional provisions relating to international loans came into force. These provisions apply to international loans and loan extensions for professional male and female players. One key element of these provisions is a cap on the number of permissible loans. In addition, the RSTP now contains clear rules on the permissible maximum duration of a loan.

To ensure the smooth implementation on the loan cap for all stakeholders, there has been a threeyear transition period under which the number of international loans started with a maximum of eight players in the first year (from 1 July 2022 until 30 June 2023), a restriction that has gradually become stricter by decreasing to a maximum of seven players on loan in the second year (from 1 July 2023 until 30 June 2024) and finally to a maximum number of six players on loan (from 1 July 2024 onwards).

#### HOW DOES THE LOAN CAP WORK IN TMS?

General Ioan cap 6 players	The loan cap applies to men and women separately, which means that a club can loan out and/or in a maximum of six male players and six female players.
	<ul><li>/ Outgoing (releasing): A club can loan out six players</li><li>/ Incoming (engaging): A club can loan in six players</li></ul>
Club-to-club Loan Cap 3 players between the same clubs	The club-to-club loan cap (i.e. between the same clubs) applies to men and women separately. If the clubs use some of the club-to-club cap for one gender, they will not be able to increase the cap for the other gender, e.g. if they only have two incoming loans of female players, they cannot have four incoming loans of male players. This is not permitted.
	<ul><li>/ Outgoing (releasing): Club A can loan Club B three players</li><li>/ Incoming (engaging): Club B can loan Club A three players</li></ul>

Loan Cap Exemption (club-trained player)	The definition of a club-trained player does not require the player to be in one particular team of the club to be considered a club-trained player, as long as the player is registered for the club for three seasons or 36 months (continuous or not)			
	/ Loan can be exempt from overall cap if			
	<ul> <li>/ it occurs before the end of former club's season when the professional turns 21</li> </ul>			
	<ul><li>/ the professional is a club trained player (cf. definition 31 RSTP) with the former club</li></ul>			
	/ The former club shall upload evidence thereof in TMS			
Maximum Loan Duration	/ The maximum duration allowed for loans and loan extensions is one year			

TMS is a compliance tool designed to enforce the provisions on loans. Failure by a club to respect the loan cap will result in the transfer being halted by a validation exception.

For more detailed information on loan provisions, please consult the following document, which is also available at <u>legal.fifa.com</u>:

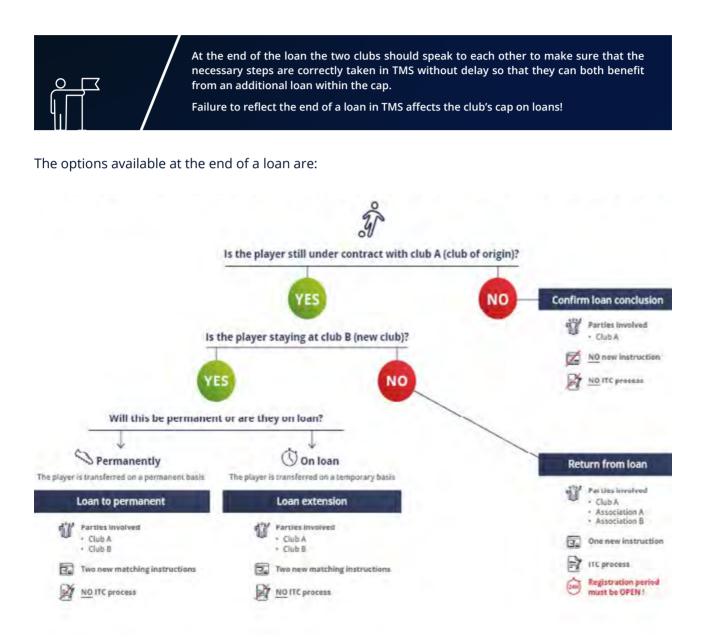


Explanatory Notes on the New Loan Provisions in the Regulations on the Status and Transfer of Players



#### **END OF A LOAN**

What happens at the end of a loan? Once the loan period has ended (this includes situations under which a loan has been terminated early), the necessary action must be taken in TMS to reflect the player's next move. This should be performed by the club that released the player on loan (club A) and/ or the club to which the player is on loan (club B), depending on the situation.





If a loan has ended and the player is returning to their club of origin, this return from loan is considered as a permanent transfer and must be reflected in TMS. Additionally, the registration period of the association to which the player is returning must be open.

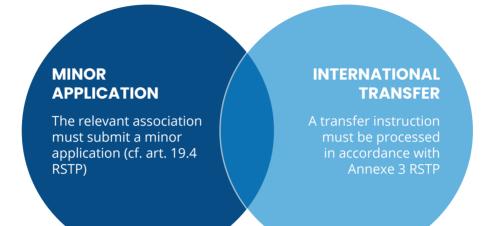




# 04. International transfers of minor players

## INTERNATIONAL TRANSFERS OF MINOR PLAYERS

If an international transfer of a minor player<sup>6</sup> is due to take place, two separate and cumulative processes must be conducted in TMS (2-step process).



This means that, even if a minor application has been approved by FIFA, if the player is transferring internationally (i.e., if the player was previously registered with another association), an ITC still has to be requested through TMS in order for the new association to register the player. Consequently, and in addition to a minor application, the relevant transfer shall also be entered in TMS.

All international transfers involving minor players (amateurs, professionals, men, women and futsal players) require FIFA's approval (cf. article 19 of the RSTP).<sup>7</sup>

If a club is intending to register a minor player it is important to remember that it must comply with all obligations prior to the end of the applicable registration period (subject to the exceptions under article 6 paragraph 1 of the RSTP), as per the applicable provisions of Annexe 3 of the RSTP<sup>8</sup>. This means that, independently from the relevant minor application, the new club must enter a transfer instruction in TMS, provide all compulsory data, upload all mandatory documents to support the information entered and confirm the transfer <u>prior</u> to the end of the applicable registration period.

Upon notification of a decision approving a minor application, the new association will be able to request the ITC in TMS. Should this fall after the end of the applicable registration period, as soon as the ITC has been requested, the transfer will be halted by a validation exception and the new association may request intervention from the FIFA administration for an override, given that the transfer was only delayed due to the minor application being approved. However, such a validation exception will only be overridden if all the obligations related to the transfer were met before the end of the registration period, as described above.



<sup>&</sup>lt;sup>6</sup> | As per definition no. 11 of the RSTP, a minor is a player who has not yet reached the age of 18.

<sup>&</sup>lt;sup>7</sup> | The first registration of a player that is not a national of the country where the association at which he wishes to be registered for the first time is domiciled is also subject to a minor application and the provisions on minors, in accordance with article 19 of the RSTP.

<sup>&</sup>lt;sup>8</sup> | See <u>FIFA circular no. 1763</u>

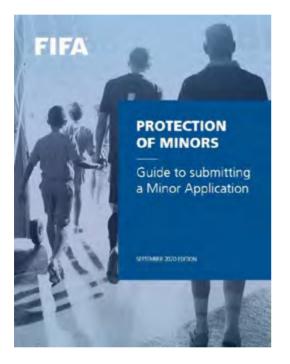
For full details on minor players and art. 19 of the RSTP, please refer to the <u>Commentary to the RSTP</u> also available at <u>legal.fifa.com</u>.



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A club engaging a player needs to pay special attention if the player it wishes to engage is a minor (i.e. a player who has not yet reached the age of 18) and must follow the additional steps to request FIFA's approval.

If a player is transferring internationally, both the submission of the minor application, as well as the player's international transfer, must be entered correctly and fully in TMS before the end of the registration period.



## $\mathcal{M}^{*}$ Guide to submitting a minor application

In line with its continued efforts to promote transparency, FIFA published all the details on how to process a minor application which can be found in the Guide to submitting a Minor Application also available at legal.fifa.com



<u>Guide to submitting a Minor</u> <u>Application</u>





## 05. International transfers of amateur players

## INTERNATIONAL TRANSFERS OF AMATEUR PLAYERS

As mentioned throughout this guide, TMS is a mandatory tool for all international transfers involving women, men, professional, amateur and minor football players, emphasising its universal application across the footballing spectrum.

While international transfers of amateur players are also governed by Annexe 3 of the RSTP and it is mandatory for such transfers to be processed through TMS, these transfers are subject to fewer requirements compared to those of professional players.

On the one hand, and in accordance with article 6 paragraph 8 of the RSTP, the provisions concerning the duration of registration periods do not apply to competitions in which only amateurs participate. In this sense, the relevant association shall specify the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition.

Although nothing prevents associations from setting the same registration periods for both professional and amateur competitions, in general, the registration periods fixed by member associations for amateur competitions typically tend to be longer and, in such cases, international movements of amateur players tend to be less time-sensitive regarding registration period deadlines and rarely lead to a validation exception that may halt the transfer of an amateur player.

In addition, an amateur player is by definition not contractually bound to their club. Consequently, if a club is engaging a player as an amateur, TMS does not require that club to upload an employment or transfer agreement, making the transfer process faster and less complex, due to the status of the player.

This being said, an international transfer involving an amateur player is still subject to the ITC and registration procedure being completed by both associations in TMS and the new club still has to enter a certain amount of information in TMS, in accordance with the RSTP.

It is worth highlighting that, in accordance with the RSTP, only professional players can be loaned. Therefore, as TMS is a regulatory tool, it does not provide for the possibility to loan amateur players internationally. This means that any international loan must be reflected in TMS as the loan of a professional player and will therefore be subject to the relevant applicable rules outlined throughout this guide.

Finally, an international transfer of an amateur player under the age of 18 also requires the submission of a minor application through TMS and is subject to the same rules on minors as for professional players<sup>9</sup>.





<sup>&</sup>lt;sup>9</sup> | The same applies to the first registration of an amateur player that is not a national of the country where the association at which they wish to be registered for the first time is domiciled (cf. article 19 of the RSTP).

# 06. Final remarks

## FINAL REMARKS

As explained throughout this guide, the international player transfer process and its ever-growing complexity require advanced preparation and good knowledge of the transfer process and best practices.

The football transfer system is constantly evolving and TMS is a powerful tool that fosters compliance and transparency and facilitates the international transfer process, enhancing worldwide communication among the community of stakeholders.

Understanding the practices involved, from regulatory compliance to navigating potential pitfalls, is crucial for the dynamics of football and to ensure smoother transactions between stakeholders.

With this guide, we trust that we have provided you with a summary of the most up-to-date information in the field. FIFA will continue to help the community of stakeholders to benefit from the most innovative tools to facilitate player transfers while complying with the required international standards.

If you have any doubts or questions, please do not hesitate to visit us at <u>legal.fifa.com</u> or contact us at <u>legal@fifa.org</u>.

Our dedicated team is also at your disposal at TMSHelpdesk@fifa.org.





# 07. Useful documents and information

## **USEFUL DOCUMENTS AND INFORMATION**

In line with our continued efforts to promote transparency, the following information is also available at <u>legal.fifa.com</u>.

### 

- FIFA Regulations on the Status and Transfer of Players
- Commentary on the FIFA Regulations on the Status and Transfer of Players



#### / Registration Periods

Explanatory Notes on the New Provisions in the FIFA Regulations on the Status and Transfer of Players Regarding Registration Periods (Transfer Windows)

#### $\Box \Phi \Box / Clearing House$

- https://inside.fifa.com/legal/football-regulatory/clearing-house
- https://fifaclearinghouse.org/
- FIFA Clearing House Regulations
- Explanatory Notes on the FIFA Clearing House Regulations

### Loans

Explanatory Notes on the New Loan Provisions in the FIFA Regulations on the Status and Transfer of Players



- Explanatory Notes on the New Provisions in the FIFA Regulations on the Status and Transfer of Players Regarding the International Transfer of Minors
- Guide to submitting a Minor Application







# GUIDE TO Submitting claims before the Football Tribunal





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**64.** FREQUENTLY ASKED QUESTIONS

**05.** 





# INTRODUCTION



According to art. 54 of the FIFA Statutes (**Statutes**), the Football Tribunal shall pass decisions relating to football-related disputes and regulatory applications.

The Football Tribunal is composed of three chambers:

- the Dispute Resolution Chamber (DRC);
- the Players' Status Chamber (**PSC**); and
- the Agents Chamber (AC).

The functions and procedures of the Football Tribunal are governed by the Procedural Rules Governing the Football Tribunal (**Procedural Rules**), as issued by the FIFA Council. The competence of the DRC and PSC of the Football Tribunal is set by the FIFA Regulations on the Status and Transfer of Players (**RSTP**), whereas the jurisdiction of the Agents Chamber is established by the FIFA Football Agent Regulations (**FFAR**).

In particular, art. 22 and 23 par. 1 of the RSTP stipulates that the DRC has jurisdiction to hear:

- Disputes between clubs and players in relation to the maintenance of contractual stability where there has been a request for the International Transfer Certificate (ITC) and a claim from an interested party in relation to said ITC request, in particular regarding the issue of the ITC, sporting sanctions or compensation for breach of contract; and
- Employment-related disputes between clubs and players of an international dimension (cf. art. 22 par. 1 lit. b) of the RSTP). Such disputes may, for instance, concern the payment of overdue payables due to a player or a club by the respective contractual counterparty, or the lawfulness of a contractual termination between a club and a player.

Furthermore, in accordance with art. 22 and art. 23 par. 2 of the RSTP, the PSC has jurisdiction to hear:

- Employment-related disputes between a club or an association and a coach of an international dimension (cf. art. 22 par. 1 lit. c) of the RSTP). Such disputes may, for instance, concern the payment of overdue payables due to a coach or a club or member association under the respective employment contract, or the lawfulness of a contractual termination between a club or member association and a coach; and
- Disputes between clubs belonging to different member associations, whereas such dispute does not fall within the category of training compensation, solidarity mechanism or the issuance of an ITC (cf. art. 22 par. 1 lit. g) of the RSTP). Such disputes may, for instance, concern the payment of amounts such as transfer fees which have been contractually stipulated between two clubs.

Lastly, in accordance with art. 20 of the FFAR, the AC has jurisdiction to determine disputes:

• Arising out of, or in connection with a Representation Agreement with an international dimension (cf. art. 2 par. 2 of the FFAR);



- Where a claim is lodged in accordance with the Procedural Rules Governing the Football Tribunal; and
- Where no more than two years have elapsed from the event giving rise to the dispute, whereas the application of this time limit shall be examined *ex officio* in each case.
- Where the Representation Agreement has been signed on or after 1 October 2023.

Against this background, the present guide provides an outline of the following key issues:

- The administrative process applicable to employment-related and contractual disputes claims presented before the Football Tribunal;
- Guidance regarding documents submitted to the Football Tribunal;
- Frequently asked questions, with reference to the Procedural Rules; and
- Directions to submitting a claim before the Football Tribunal and contacting FIFA regarding the relevant procedures.

For guidance on other matters not listed above (e.g., training compensation, solidarity mechanism, EPPs, registration and eligibility or football agents), please be referred to other documents available at <u>legal.fifa.com</u>, such as:

- Protection of Minors: Guide to Submitting a Minor Application
- Guide to Submitting a Request for Eligibility or Change of Association
- <u>Commentary on the Rules Governing Eligibility to Play for Representative Teams</u>
- FIFA Clearing House Regulations and Explanatory Notes
- FIFA Football Agent Regulations Regulations, Explanatory Notes and FAQs

While the FIFA administration is responsible for managing the case file, only the Football Tribunal is competent to render a decision based on the circumstances of each claim. Therefore, this guide is intended to guide parties through the administrative process of a claim before the Football Tribunal, while it cannot provide any insight on the merits of possible disputes.





# PROCESS



## 1. SUBMISSION OF THE CLAIM (ART. 18 PAR. 1 OF THE PROCEDURAL RULES)

The first step towards resolving an employment-related or contractual dispute before the Football Tribunal is submitting a claim to the FIFA administration. In this respect, art. 18 par. 1 of the Procedural Rules sets out the specific formalities which must be satisfied before a claim is considered complete and is notified to the counterparty:

- a. the name, postal address(es) and e-mail address(es) of the claimant, for the purposes of creation of the Football ID and exchange of correspondences;
- b. (if applicable) the name, postal address(es) and e-mail address(es) of a legal representative authorised to represent the claimant, as well as a signed, specific and recent (i.e., not older than six months) power of attorney;
- c. the identity and full address(es) of the respondent, for the purposes of notifying the claim;
- d. a detailed representation of the case, summarising the facts and presenting the relevant legal argument, the evidence relied upon, and the request for relief, as well as specifying the amount in dispute, breaking said amount down into its specific components, their currency, their contractual basis and which period of time they correspond to;
- e. the details of a bank account registered in the name of the claimant, on a signed copy of the <u>Bank Account Registration Form</u>;
- f. the date and a valid signature;
- g. (in claims between two clubs) pursuant to art. 25 par. 3 and art. 1 and 3 of Annexe 1 of the Procedural Rules, proof of payment of the advance of costs for proceedings before the PSC.

The claim, including all relevant annexes, must be uploaded onto the FIFA Legal Portal (cf. art. 10 and 18 of the Procedural Rules) in English, Spanish, or French (cf. art. 13 par. 1 of the Procedural Rules).



#### **FIFA Legal Portal**

The claim, including all relevant annexes, must be uploaded onto the Legal Portal in a PDF file or in one of the other supported file types.

- Parties before the Football Tribunal and their corresponding legal representatives are invited to register and access the Legal Portal directly.
- In case any of any technical problem or difficulty with accessing the Legal Portal, please contact the FIFA Legal Portal Helpdesk, the Players' Status Department and/or the Agents Department immediately.
- Communications pertaining cases before the Football Tribunal shall be exclusively sent via the Legal Portal. Communication via any other means, including email, shall not be taken into consideration, and will be disregarded.
- For further information regarding the registration and main functionalities of the Legal Portal, please be referred to <u>Legal Portal – User Manual</u>.





In accordance with FIFA Circular No. 1842, parties are required to create an account in the Legal Portal and strongly encouraged to use the same contact address included in the TMS, so that it matches the information in the relevant pre-existing database.

Only one user per party (including clubs and member associations) or legal representative can be recorded in the system.

If the parties have chosen not to use the e-mail indicated in TMS, they must inform FIFA proactively. Otherwise, and to their detriment, the ability to access the case file within the Legal Portal will be constrained.

Should the parties wish to change their user (i.e. the e-mail of registration) in the Legal Portal, a request shall be filed with the FIFA administration via the FIFA Legal Portal Helpdesk.



### 2. REVIEW BY THE FIFA ADMINISTRATION

Upon receipt by the FIFA administration, the claim is assigned to a FIFA legal counsel who will be responsible for reviewing the information and the documentation submitted.

During the review, the FIFA administration may request additional information and/or documentation in order to supplement the initial request. The claimant must then submit their response, along with the requested information and/ or documentation via the Legal Portal within the timeframe established by the administration.

Should a party fail to comply with the FIFA administration's request and not submit the requested documents within the stipulated timeframe, the petition shall be deemed incomplete, and the proceeding will be closed.

A new claim may be submitted to the FIFA administration in accordance with art. 18 par. 1 of the Procedural Rules, which will be evaluated separately, in accordance with the applicable version of the regulations, and provided that said new claim is not timebarred (cf. art. 23 par. 3 of the RSTP; or art. 20 par. 1 c) of the FFAR).

Following the initial review of the claim, the administration will proceed in one of three ways:

#### 2.1 Preliminary Decision (art. 19 of the Procedural Rules)

During the initial stage of a claim, preliminary procedural matters may affect whether or not a decision may potentially be rendered by the Football Tribunal in the relevant matter.

In this respect, pursuant to art. 19 par. 1 of the Procedural Rules, the FIFA administration will assess whether:

a. The relevant chamber obviously does not have jurisdiction; and/or

b. the claim is obviously time-barred.

Following such assessment, the administration may refer the matter to the chairperson of the relevant chamber for an expedited decision.

In this scenario and before the involvement of the respondent, information will be provided to the claimant regarding the submission to an expedited decision, as well as the deciding-member and date concerned.



Consequences of referring the case to an expedited decision			
If obviously affected by preliminary procedural matters	If not obviously affected by preliminary procedural matters		
The expedited decision constitutes a final decision by the Football Tribunal, subject to the provisions of art. 15 of the Procedural Rules.	The chairperson of the relevant chamber shall order the FIFA administration to continue the procedure (cf. art. 19, par. 3 of the Procedural Rules).		
	Such a conclusion does not constitute an acceptance of admissibility and/or jurisdiction of FIFA, which shall be reanalysed by the competent chamber in due course and upon completion of the submission-phase.		

### 2.2 Proposal by the FIFA administration

In disputes without *prima facie* complex facts or legal issues, or in cases where there is clear, established jurisprudence, the FIFA administration may make a proposal to finalise the matter without the case being adjudicated upon by the relevant chamber of the Football Tribunal (cf. art. 20 of the Procedural Rules).

Consequences of issuing a proposal			
If accepted or not rejected by the parties	If rejected by any of the parties		
The proposal will be confirmed by the FIFA administration and such confirmation letter constitutes a final and binding decision by the Football Tribunal (cf. art. 8, par. 2 and 20, par. 4 of the Procedural Rules).	The FIFA administration will continue the procedure.		

Where a proposal is rejected, the respondent(s) must submit their response to the claim – and a potential counterclaim – within the time limit indicated in the proposal.



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#### 2.3 Cases not requiring an expedited decision or no proposal was made

In all other cases, the FIFA administration will notify the claim, including all the enclosed annexes, to the respondent(s) and request their response to the claim within the timelimit granted. If the respondent(s) fail(s) to submit a response to the claim within the time-limit, a decision will be made based on the file.

Respondent(s) may submit a counterclaim with their response to the claim. A counterclaim shall have the same form and match the same requirements of a claim and shall be submitted within the same time limit established for the response to the claim (cf. art. 21 of the Procedural Rules).

The FIFA administration will decide, where appropriate and depending on the complexity of the case, whether there shall be a second round of submissions.

#### 3. **CLOSURE OF THE SUBMISSION PHASE**

Once the parties have submitted their arguments and accompanying documents, the FIFA administration will notify the closure of the submission phase of the procedure. After such notification, the parties may not supplement or amend their submissions or request for relief, or produce new evidence.

The FIFA administration and/or the respective chamber reserve the right to request additional information or documentation at any time within the scope of a procedure.

Following the closure of the investigation, the parties will be informed of the submission of the matter for consideration and a formal decision to the relevant chamber of the Football Tribunal. Such notification will include the date of decision and the deciding panel and/or Single Judge (cf. art. 24 of the Procedural Rules).

Once the composition of the chamber is notified, in case there is a legitimate doubt as to their impartiality, the parties have the right to challenge the relevant panel or the Single Judge. Such challenge shall be duly motivated, as well as filed within the regulatory time limit of 5 calendar days (cf. art. 5 of the Procedural Rules). It must be noted that nationality does not constitute grounds for a challenge.

If mediation is successful, a settlement agreement will be signed by the parties and ratified by the mediator and the chairperson of the respective chamber. The settlement agreement shall be considered a final and binding decision of the Football Tribunal.





### 4. MEDIATION

In accordance with art. 26 of the Procedural Rules and the <u>FIFA Mediation Guidelines</u>, parties can agree to mediate their dispute or difference.

This alternative dispute resolution mechanism aims to maintain the relationships between different members of the football family whilst providing an efficient solution to their controversies. Since the implementation of FIFA Mediation, an increasing number of cases under the competence of the Football Tribunal are being resolved via mediation.

Mediation is a voluntary process and free of charge, which is through the mediators recognised by a list approved by the FIFA administration. FIFA Mediation can take place at any time during proceedings up until a decision is rendered by a chamber of the Football Tribunal, and it does not suspend the contentious proceedings.

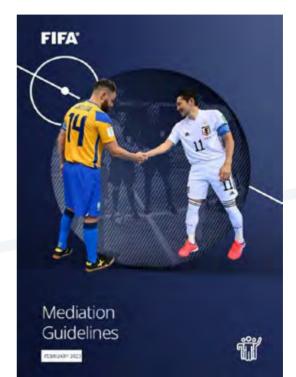








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02.

### 5. DECISION BY THE FOOTBALL TRIBUNAL

In accordance with art. 24 of the Procedural Rules, the relevant chamber will analyse the case and inform the FIFA administration of its decision.

The deliberations between the members of the respective chamber may be held electronically or in-person and are entirely confidential (cf. art. 14 par. 2 of the Procedural Rules).

When submitted to a panel, the decisions passed by the Football Tribunal can be taken in unanimity or by simple majority. The chairperson of each chamber and their deputies shall have the casting vote, if necessary (cf. art. 14 par. 3 of the Procedural Rules).







#### **OPERATIVE PART OF THE DECISION RENDERED BY THE** 6. FOOTBALL TRIBUNAL

In accordance with art. 15 par. 4 of the Procedural Rules, as a general principle, a party shall only be notified of the operative part of the decision.

Such notification will be legally notified to the concerned parties via the Legal Portal. Where a party is a club, a copy shall be notified to the member association and confederation to which it is affiliated.

The operative part of the decision shall state:

- Where the jurisdiction of the Football Tribunal or the admissibility of the claim has been contested by one party and/or was analysed ex officio by the member(s) of the relevant chamber, the findings will specify whether the claim is admissible or FIFA is competent to deal with the matter;
- . whether the claim is "accepted", "partially accepted" or "rejected" as to its substance;
- whether any regulatory sanctions have been imposed on the parties;
- whether any procedural costs have been imposed on the parties;
- the consequences of non-compliance with the decision. •

Depending on the particularities of a case, the findings of the decision may include other relevant information.

Lastly, decisions imposing sporting sanctions against a party shall be communicated immediately, with the grounds of the decision enclosed.

#### 7. **GROUNDS OF THE DECISION RENDERED BY THE** FOOTBALL TRIBUNAL

Should any of the parties wish to receive the grounds of the decision, a written request must be submitted within ten days of receipt of notification of the operative part of the decision. Failure to do so within the stated deadline will result in the decision becoming final and binding and the parties being deemed to have waived their rights to file an appeal.

When procedural costs are ordered (cf. art. 25 of the Procedural Rules), the grounds of the decision will only be notified (a) to the party requesting the grounds; and (b) upon confirmation of payment of the relevant procedural costs, if any.

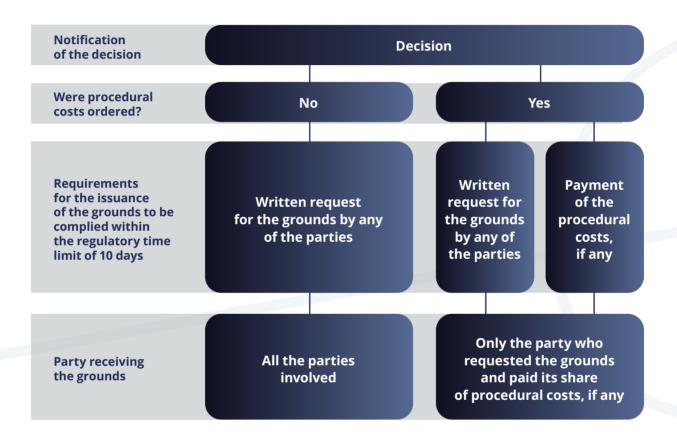
It is the burden of the party requesting the grounds of the decision to also demonstrate that its share of the procedural costs, if any, has been paid within the same 10 days of the notification of the operative part of the decision (art. 25 par. 7 of the Procedural Rules). Failure to do so will also result in the request for the grounds being withdrawn. As a result, the decision will also become final and binding and the relevant party will be deemed to have waived their right to file an appeal.



No costs shall be charged if a party decides not to ask for the grounds of the decision and, where applicable, the advance of costs will be reimbursed to the relevant party.

The decisions of the Football Tribunal notified with grounds and the awards of the Court of Arbitration of Sport (**CAS**) which derive from appeals against decisions of the Football Tribunal are published on <u>legal.fifa.com</u>.

Parties may request, within five days of the notification of the grounds of the decision, that FIFA publishes an anonymised or redacted version of said decision (cf. art. 17 par. 2 of the Procedural Rules).



## 8. APPEAL TO THE COURT OF ARBITRATION OF SPORT (CAS)

According to art. 57 par. 1 of the FIFA Statutes, the decision of the Football Tribunal may be appealed before CAS within 21 days of the notification of the grounds of the decision.

Any appeal and/or correspondences regarding such proceedings shall be directly submitted to CAS and will be subject to its rules.





## 9. ENFORCEMENT OF DECISIONS RENDERED BY THE FOOTBALL TRIBUNAL

Where the Football Tribunal orders a party to pay another party, if full payment of the awarded amount is not made within the deadline included in the decision, the creditor of said amount may request the enforcement of the consequences of non-compliance against the debtor in accordance with the abovementioned provisions.

Any requests for enforcement of a decision shall be communicated directly to the FIFA Disciplinary Committee, by lodging a request for execution via the Legal Portal.







# DOCUMENTATION



Throughout proceedings before the Football Tribunal, it is important for parties to ensure that the documentation submitted conforms with the requirements set by the Procedural Rules, as well as satisfying certain standards that facilitate the processing of each respective claim.

CUMULATIVE REQUIREMENTS	COMMENTS
Identification of the parties	The statement of claim shall allow the correct and complete identification of the parties concerned and their respective contact addresses, including:
	Complete name;
	Email address(es);
	Postal address(es), including city, country, and postal code;
	If a natural person, confirmation of the nationality.
	Any other elements helping the correct identification of the parties concerned are recommended <i>(e.g.</i> , TMS ID, Football ID, birth date).
Representation (Mandate / Power of Attorney)	If a party is represented, they shall also provide a written authorization ( <i>e.g.</i> , Power of Attorney, Mandate).
	Such document must be specific <i>(i.e.,</i> authorising the representative to act on their behalf in the relevant matter), as well as dated and recently signed <i>(i.e.,</i> within the last six months).
Bank Account Registration Form	The Bank Account Registration Form (BARF) is mandatory and shall be issued in the name of the <u>claimant / counterclaimant</u> only. The only exception is this regard is the bank account being jointly held by a third party.
	BARFs issued in the name of legal representatives, football agents, family members, managers or any second person different than the claimant / counterclaimant are not accepted due to compliance reasons.





	<ul> <li>In addition, the BARF shall include all the mandatory information listed, as follows:</li> <li>the <u>name of the claimant or counterclaimant</u>: it must match the name of the beneficiary of the bank account. In case of disputes involving clubs, the "name of the claimant" shall be the name of the club and not of its representative signing the document. Exclusively for agents, the name shall correspond to either the name of the Match Agent or Football Agent as a natural person or their company.</li> <li>the <u>full address</u> of the beneficiary: including at least the city, the postal code and the country;</li> <li>the correct <u>bank account details</u>: either the bank account number or IBAN, and where applicable, SWIFT;</li> <li>Beyond complete, the BARF shall also be dated and signed by the party concerned.</li> </ul>	
Statement of claim and body of evidence	<ul> <li>The statement of claim shall include a detailed representation of the case, setting out full written arguments in fact and law, the full body of evidence, and requests for relief</li> <li>Language of submissions: submissions to FIFA must be in either English, Spanish, or French. Any submission to FIFA not made in one of the aforementioned languages will be disregarded;</li> <li>Translations: documents in languages different than English, Spanish, and French shall be submitted together with the relevant translation to one of the aforementioned languages. Failure to provide any necessary translation may result in the document in question being disregarded by the decision-making body;</li> <li>Contract(s) at the basis of the dispute: the copy of the contract(s) forming the basis of the dispute are normally the most important evidence for the disputes (please note that, where applicable, the FIFA Data Protection Team may be contacted for assistance in this regard via dataprotection@fifa.org);</li> <li>Other documents: a party asserting a fact bears the burden of proving its veracity. In this sense, statements of facts must be corroborated by documentary evidence, which will be assessed by the relevant chamber in line with art. 13 par. 3 and 4 of the Procedural Rules.</li> </ul>	







Advance of costs are due in disputes between opposing clubs submitted before the PSC (cf. art. 25 par. 3 of the Procedural Rules). In such cases, the claimant / counterclaimant shall calculate the advance of costs due in line with the Annexe 1 of the Procedural Rules. All payments of advance of costs and procedural costs shall be made to the appropriate FIFA account: **UBS** Zurich Account number 230-366677.61N (FIFA Players' Status) Clearing number 230 Proof of payment of the Advance IBAN: CH12 0023 0230 3666 7761 N of Costs and Procedural Costs SWIFT: UBSWCHZH80A Payments made to different bank accounts are not accepted and will be returned. The parties will be then invited to complete a new payment, failure of which will result in the case not being processed. The proof of payment shall be sent to the FIFA administration, including a clear reference to the matter at hand (e.g., the case reference and/or the name of the parties concerned). Procedures are free of charge where at least one of the parties is a player, coach, football agent or match agent (cf. art. 25 par. 1 of the Procedural Rules).







# FREQUENTLY ASKED QUESTIONS



### 1. WHO CAN BE A PARTY BEFORE THE FOOTBALL TRIBUNAL?

Subject to the relevant FIFA regulations (RSTP, FFAR and Procedural Rules), only the following natural or legal persons may be a party before the Football Tribunal:

- member associations;
- · clubs affiliated to a member association;
- players;
- coaches;
- single-entity leagues, only for the purposes of the FFAR\*;
- football agents licensed by FIFA\*; or
- match agents licensed by FIFA\*

\* Exclusively for proceedings before the AC.

### 2. IS IT MANDATORY THAT A PARTY BE REPRESENTED BEFORE THE FOOTBALL TRIBUNAL?

No. A party <u>may</u> appoint an authorised representative to act on its behalf in any procedure. For that, the party shall provide written and recent authorisation to be represented in the specific procedure.

Despite not being mandatory, legal representation is recommended.

### 3. WHAT IS THE APPLICABLE LAW TO CONTRACTUAL DISPUTES BEFORE THE FOOTBALL TRIBUNAL?

In their application and adjudication of law, the Football Tribunal shall apply the FIFA Statutes and FIFA regulations, whilst taking into account all relevant arrangements, laws, and/or collective bargaining agreements that exist at national level, as well as the specificity of sport (cf. art. 3 of the Procedural Rules).

### 4. WHAT IS THE TIME LIMIT TO SUBMIT A CLAIM BEFORE THE FOOTBALL TRIBUNAL?

The Football Tribunal shall not hear any case if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined *ex officio* in each individual case (cf. art. 23 par. 3 of the RSTP or art. 20 par. 1 c) of the FFAR).



## 5. WHAT IS THE FORMAT AND PROCEDURE TO FILE A COUNTERCLAIM?

A counterclaim shall have the same form as a regular claim (cf. art. 18 of the Procedural Rules), and shall be submitted within the same time limit as the response to the claim. Particular attention should be given to including:

- the details of a bank account registered in the name of the claimant, on a signed copy of the Bank Account Registration Form;
- (if applicable) pursuant to art. 25 par. 3 and art. 1 and 3 of Annexe 1 of the Procedural Rules, proof of payment of the advance of costs for proceedings before the PSC.

## 6. HOW IS A CLAIM SUBMITTED TO THE FOOTBALL TRIBUNAL?

Until 30 April 2023, claims before the Football Tribunal could also be submitted via email. As from 1 May 2023, the use of the Legal Portal is mandatory and the only valid means of communication for proceedings under Chapter III of the Procedural Rules (cf. art. 18 of the Procedural Rules).

Further information on how to lodge a claim via the Legal Portal is available on <u>fifa.</u> <u>com/legal</u> or by contacting FIFA Legal Portal Technical Support via email: <u>legal.digital.</u> <u>support@fifa.org</u>

Communications from FIFA to a party are also made via the Legal Portal by using the contact details provided by the party in the claim, in the Legal Portal and/or the Transfer Matching System (**TMS**). The contact details provided in the Legal Portal and/ or in the TMS is binding on the party that has inserted it. Parties with a Football ID and/ or a TMS account must ensure that their contact details are always up to date (cf. art. 10 par. 4 of the Procedural Rules).

Member associations and clubs are responsible for any procedural disadvantages that may arise due to a failure to properly undertake such review.

### 7. WHO BEARS THE BURDEN OF PROOF IN PROCEDURES BEFORE THE FOOTBALL TRIBUNAL?

As a general rule, a party that asserts a fact has the burden of proving it.

Any type of evidence may be produced. A chamber has ultimate discretion as to the weight it gives to evidence (*cf.* art. 13 par. 3 and 5 of the Procedural Rules).





### 8. ARE THE PROCEDURES BEFORE THE FOOTBALL TRIBUNAL FREE OF CHARGE?

Procedures before the Football Tribunal are free of charge where at least one of the parties is a player, coach, football agent or match agent (cf. art. 25 par. 1 of the Procedural Rules).

Procedural costs are payable in all other types of matters (e.g. club vs. club disputes).

The fixed amounts of the advance of costs and procedural costs are defined in Annexe 1 of the Procedural Rules and are payable in US dollars (USD).

The relevant chamber will decide the amount of procedural costs that each party is due to pay, taking into account the amount in dispute (cf. art. 2 of Annexe 1 of the Procedural Rules), the parties' degree of success and their conduct during the procedure, as well as any advance of costs paid. In exceptional circumstances, the chamber may order that FIFA assumes all procedural costs (*cf.* art. 25 par. 5 of the Procedural Rules).

A party that has been ordered to pay procedural costs is only obliged to pay where it requests the grounds of the decision after having been notified of the operative part.

### 9. IN WHICH CASES SHALL A PARTY PAY AN ADVANCE OF COSTS TO LODGE A CLAIM OR A COUNTERCLAIM BEFORE THE FOOTBALL TRIBUNAL?

An advance of costs is only payable for proceedings before the PSC *(i.e.* club v. club disputes), with the exception of proceedings relating to regulatory applications *(cf.* art. 25 par. 3 of the Procedural Rules).

The amount of the advance of costs is defined in Annexe 1 of the Procedural Rules and is payable in USD dollars (USD).

## 10. WHEN CAN AN EXPEDITED DECISION BE MADE BY THE FOOTBALL TRIBUNAL?

A procedure may be referred directly to the chairperson of the relevant chamber of the Football Tribunal for an expedited decision where the FIFA administration, following an initial assessment of the claim, establishes that either the relevant chamber obviously does not have jurisdiction and/or the claim is obviously timebarred.

Issues affecting the jurisdiction of FIFA and/or the admissibility of a claim may include, but are not limited to:





Jurisdiction	Admissibility
<ul> <li>No affiliation with MA [cf. art. 9 par. 1 lit. b) of the Procedural Rules]</li> <li>No "coach" within meaning of RSTP [cf. Def. 28 of the RSTP]</li> <li>No football agent licensed by FIFA</li> <li>No international dimension</li> <li>Substance outside the scope of the Regulations</li> </ul>	<ul> <li>Prescription [<u>cf. art. 23 par. 3 RSTP</u> <u>or art. 20 par. 1 c</u>) of the FFAR]</li> <li>Res iudicata</li> <li>Litis pendens</li> <li>Forum shopping</li> </ul>

If the chairperson of the relevant chamber of the Football Tribunal considers that the claim is not affected by any of these preliminary procedural matters, they shall order the FIFA administration to continue the procedure (cf. art. 19 of the Procedural Rules).







### 11. ARE LEGAL COSTS AWARDED IN PROCEDURES BEFORE THE FOOTBALL TRIBUNAL?

No. Parties shall bear all their own costs in connection with any procedure (cf. art. 25 par. 8 of the Procedural Rules), including (not limited to) representation costs, administrative expenses, travel costs.

### 12. WHEN DO DECISIONS ISSUED BY THE FOOTBALL TRIBUNAL ENTER INTO FORCE?

Decisions by the Football Tribunal enter into force as soon as notification occurs. Notification is deemed complete when the decision is communicated to a party. Notification of an authorised representative will be regarded as notification of the party which they represent (cf. art. 15 par. 2 of the Procedural Rules).

Generally, a party will only be notified of the operative part of a decision. Decisions that immediately impose sporting sanctions against a party will only be communicated with grounds.

### 13. WHAT ARE THE CONSEQUENCES FOR FAILURE TO COMPLY WITH MONETARY DECISIONS ISSUED BY THE FOOTBALL TRIBUNAL?

Where the PSC or the DRC orders a party to pay another party or a proposal made by the FIFA administration is confirmed, the consequences of failure to pay the relevant amounts in due time are included in the decision or confirmation letter (*cf.* art. 24 par. 1 of the RSTP and Annexe 2, art. 8 par. 8 of Annexe 2 of the RSTP).

Such consequences shall be the following:

- a. <u>Against a club</u>: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods;
- b. <u>Against an association</u>: a restriction on receiving a percentage of development funding, up until the due amounts are paid;
- c. <u>Against a coach</u>: a restriction on any football-related activity up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months; or
- d. <u>Against a player</u>: a restriction on playing in official matches up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months on playing in official matches.

Where art. 24 par. 1 of the RSTP or Annexe 2, art. 8 par. 8 of the RSTP are not applicable, and in case of failure to comply with a payment ordered by the AC, the case will be forwarded upon request of the creditor to the FIFA Disciplinary Committee for further action.



## 14. WHEN ARE THE CONSEQUENCES ENFORCED? IF ENFORCED, WHEN CAN THEY BE LIFTED?

Where a debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding, the consequences shall be applied at the creditor's request. The consequences shall enter into force after FIFA has notified the debtor accordingly.

The consequences may only be lifted upon notification by FIFA, provided that the debtor submits proof of payment of the full amount and the creditor confirms receipt. Where full payment (including all applicable interest) has not been made, the consequences shall remain in force until it is made.

### 15. ARE PROCEEDINGS AND DECISIONS OF THE FOOTBALL TRIBUNAL CONFIDENTIAL?

Because the proceedings in front of the Football Tribunal may contain privileged and/ or sensitive data they are strictly confidential and can only be accessed by the parties concerned and their representatives. Any document produced by the parties or FIFA may only be used within the scope of the relevant proceeding.

In accordance with art. 17 of the Procedural Rules, the decisions of the Football Tribunal notified with grounds and CAS awards that derive from appeals against decisions of the Football Tribunal are published on <u>legal.fifa.com</u>.

Where a decision contains confidential information, a party may request within five days of the notification of the grounds of the decision that FIFA publish an anonymised or a redacted version (cf. art. 17 par. 1 and 2 of the Procedural Rules).

For further information concerning proceedings before the AC, please be referred to <u>FIFA Football Agent FAQs</u>.







# CONTACT



FIFA is fully committed to answering any questions or enquiries concerning the content of this document and/or any other matters of a general nature regarding contractual and employment-related disputes before the Football Tribunal.

As such, please feel free to contact us at any time:

- Players' Status Department: psdfifa@fifa.org; +41 43 222 77 77
- Agents Department: agentsdepartment@fifa.org; +41 (0) 43 222 7777
- FIFA Legal Portal Helpdesk: <u>legal.digital.support@fifa.org</u>

Please note that the FIFA administration is not in a position to provide legal advice with regard to specific cases or situations, in order not to prejudice any decision rendered by the Football Tribunal.



This Guide does not represent the formal position of FIFA or its decision-making bodies on specific matters or any future case.

With regards to any potential technical references included in this Guide, please be advised that, in the event of any contradiction between the present text and the wording of the relevant regulations, the latter shall always prevail.

All regulatory references correspond to the May 2022 edition of the FIFA Statutes, the March 2023 of the RSTP, the December 2022 of the FFAR and the March 2023 edition of the Procedural Rules.





**REGULATORY FRAMEWORK** FOR THE PROTECTION OF FEMALE PLAYERS AND COACHES

BHEAT

JULY 2024





#### Before 202

Although the FIFA Regulations on the Status and Transfer of Players (RSTP) applied to both male and female players, the RSTP did not provide specific provisions in relation to maternity or other specific provisions to protect female players or coaches.

The Football Stakeholders Committee (FSC) backs landmark reforms to strengthen the protection of female players.

The amendments to the RSTP enter into force.

### 18 Nov. 2020

The FIFA Council approves amendments to the RSTP to better protect female players and to provide minimum conditions regarding pregnancy and maternity.

4 Dec.

2020



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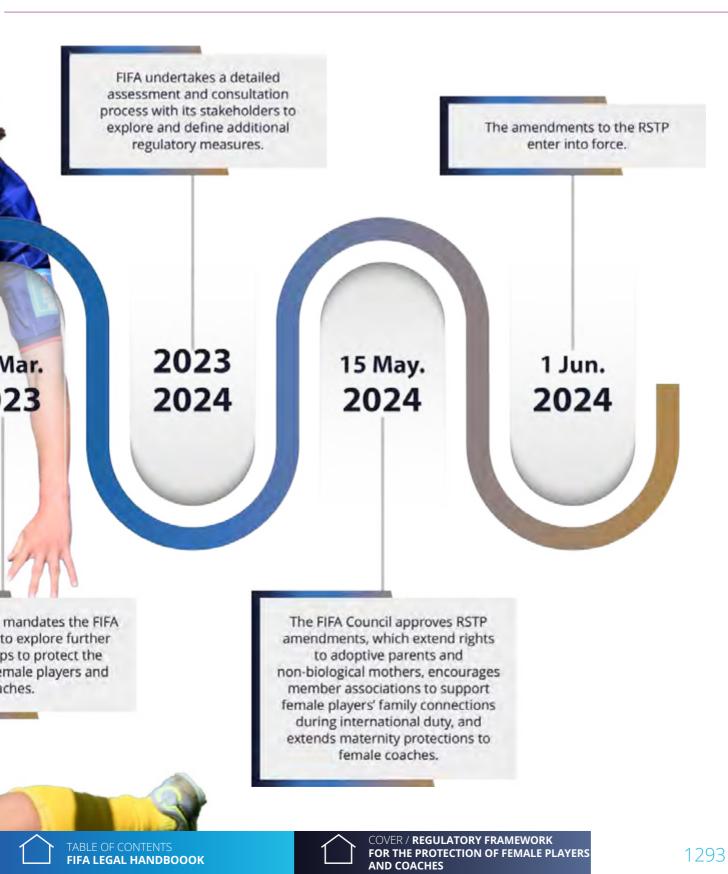
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# TIMELINE OF THE FIFA REGULATORY FRAMEWORK FOR THE PROTECTION OF FEMALE PLAYERS AND COACHES





# Leave entitlements for female players and coaches (ARTICLE 18 PARAGRAPH 7 OF THE RSTP)

#### Who is entitled to take leave?

• Female players/coaches as biological mothers, adoptive parents and non-biological mothers during the term of their contract.

#### Salary during leave:

• Two-thirds of the contracted salary.

#### Types of leave and duration:

#### **MATERNITY LEAVE:**

- 14 weeks of paid absence.
- At least eight weeks must be after the baby is born.

#### **ADOPTION LEAVE:**

- For adopting a child under 2 years: eight weeks of paid absence.
- For a child aged 2 to 4 years: four weeks of paid absence.
- For adopting a child over 4 years: two weeks of paid absence.
- Must be taken within six months of adoption.

#### FAMILY LEAVE:

- Non-biological mothers: eight weeks of paid absence.
- Must be taken within six months of the child's birth.

#### **Important notes:**

- Adoption and family leave cannot be taken by the same person for the same child.
- If a collective bargaining agreement (CBA) with related provisions exists, the terms of the CBA take precedence.
- If national law offers better conditions, those will apply instead.



# **Special protections for female players and coaches** (ARTICLE 18QUATER PARAGRAPHS 1, 2 AND 3 OF THE RSTP)

#### **Contractual stability:**

AS A PRINCIPLE, EVERY CONTRACT REMAINS VALID REGARDLESS OF:

- pregnancy tests or results;
- being or becoming pregnant;
- taking maternity, adoption or family leave; and
- using any leave rights in general.

#### Fair treatment:

A CONTRACT CANNOT BE TERMINATED...

• for refusing a pregnancy test, being or becoming pregnant, or taking leave.

#### **IF THIS HAPPENS...**

- as a principle, it will be presumed that the termination is without just cause, which means that a club will:
  - have to pay compensation;
  - face sporting sanctions; and
  - possibly pay a fine.

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# Basic rights and options for a player who becomes pregnant (ARTICLE 18QUATER PARAGRAPH 4 OF THE RSTP)

#### **Keep playing:**

• As a principle, a player can decide that she wishes to continue to play and train, and the club must then support that decision.

#### Alternative work:

• If the player does not feel safe to play or train, the club must offer another type of work.

#### **Medical leave:**

- If the player cannot play or work in an alternative manner for health-related reasons, the player can take medical leave (upon presentation of a valid medical certificate).
  - Medical leave applies to female coaches as well.

# Flexible leave and return to work (ARTICLE 18QUATER PARAGRAPH 5 OF THE RSTP)



#### **Flexible leave start:**

• As a principle, players and coaches are free to choose when their leave starts and when they wish to return to football.

#### Full pay when back:

• Full salary once player/coach is back to football activity.

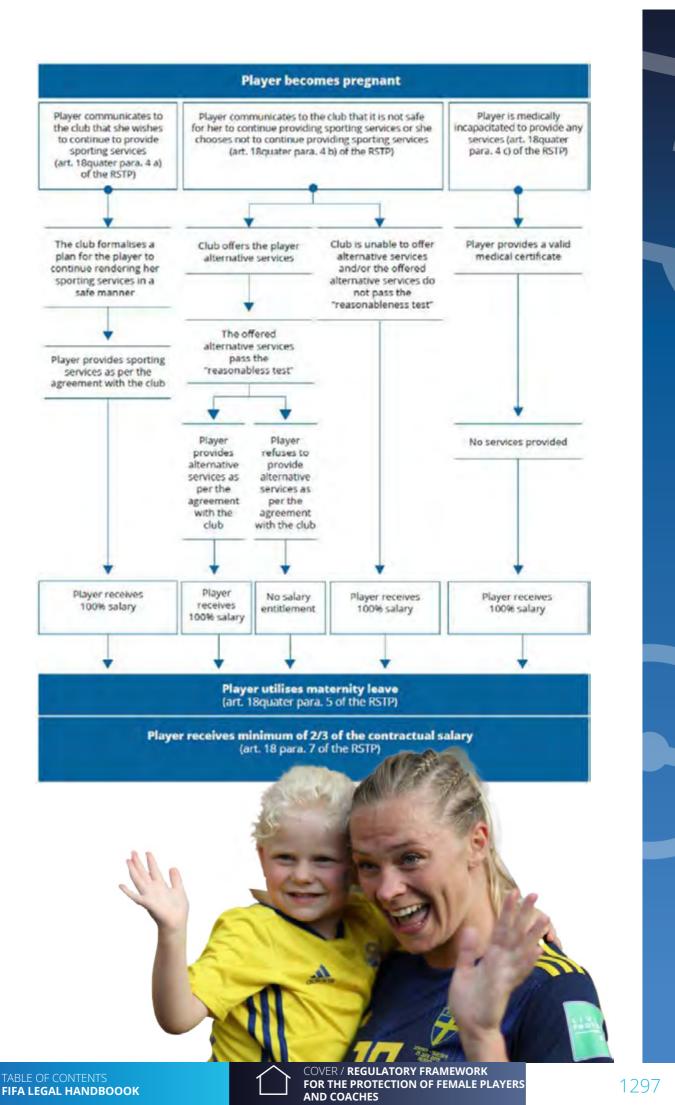
#### Support after maternity leave:

• After maternity leave, the club must help the player get back into football, work with her on a postpartum plan and provide medical support.

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## Breastfeeding (ARTICLE 18QUATER PARAGRAPH 6 OF THE RSTP)

#### **Breastfeeding rights:**

• A player/coach is allowed to breastfeed and/or express milk as required.

#### Suitable facilities:

• Clubs must provide suitable facilities for breastfeeding/expressing milk, in line with national laws or agreements.

#### Full pay for reduced hours:

• If the player/coach can only work fewer hours because of breastfeeding/expressing milk, the salary remains the same.

# Menstrual health (ARTICLE 18QUINQUIES OF THE RSTP)



#### **Approved absence:**

• A female player or coach can take time off from training or matches whenever needed for reasons of menstrual health, with a valid medical certificate.

#### Full pay guaranteed:

• Absence for reasons of menstrual health have no impact on the salary of a player or coach.







# **Special registration rules for female players** (ARTICLE 6 PARAGRAPH 3 OF THE RSTP)

#### **Temporary replacements:**

• Clubs are allowed to register a female player outside of a registration period if she is replacing another player who is on maternity, adoption or family leave.

#### **Return from leave:**

• A player who returns from maternity, adoption or family leave can also be registered outside of the registration periods.



Supporting national-team players and their families (ARTICLE 1BIS PARAGRAPH 11 OF ANNEXE 1 TO THE RSTP)

Member associations are encouraged to provide a family-friendly environment during final competitions, for example by:

- ensuring that families can stay in the same hotel or nearby during final competitions;
- providing appropriate facilities for breastfeeding or expressing milk, as required by national laws;
- offering necessary sanitary provisions for players with infants;
- providing financial assistance for travel and accommodation for families; and
- facilitating childcare services to help players focus on their performance.

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# Implementation of the regulatory framework at national level

# (ARTICLE 1 PARAGRAPH 3 a) OF THE RSTP)

#### Minimum standards:

• The rules of the RSTP are basic standards that must be followed at national level.

#### National flexibility:

• Each member association can implement stronger protections through their own regulations.

#### Collective bargaining agreements (CBAs):

• If a valid CBA with provisions for female players and coaches exists at national level, those provisions are fully applicable.

#### More beneficial national law prevails:

• If no CBA exists, but national laws provide better protections than the FIFA framework, those laws take precedence.

#### **Regulatory Compliance:**

• The applicable conditions from CBAs or national laws must be properly included in the domestic regulations.



# Do you need additional support or information?

Please do not hesitate to contact the FIFA Legal & Compliance Division at **legal@ fifa.org** who, in close coordination with the FIFA Women's Football Division, remain at your disposal should you have any queries in respect to this topic.



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for FIFA Member Associations

2024 EDITION

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# INTRODUCTION

Following the issuance of a first edition of the Integrity Handbook in 2021, FIFA continues to focus in the fight against match fixing. As stated in its Statutes, FIFA's objectives include preventing all methods or practices, such as corruption, doping or match manipulation, which might jeopardise the integrity of matches, competitions, players, officials and member associations or give rise to abuse of association football.<sup>1</sup> FIFA has adopted an effective approach towards all forms of manipulation and/or unlawful influencing of football matches or competitions.

The main principles of FIFA's integrity initiative are the promotion of integrity and the protection of football matches and competitions. This means promoting integrity internally and to the public at all times, as well as protecting football matches and competitions against match manipulation as far as possible and under all circumstances.

In this context, FIFA has also streamlined and optimised its internal structures by creating the FIFA Integrity department which oversees the implementation of FIFA's integrity initiative by engaging with various partners in order to expand its integrity network, by assisting member associations and confederations to develop their own integrity initiatives, by establishing preventive measures to protect FIFA competitions, and by conducting preliminary investigations in connection with match manipulation and integrity.<sup>2</sup>

Enabling, empowering and supporting FIFA member associations and the confederations to create and implement their own integrity initiatives is vital for the promotion of integrity and the prevention of match manipulation worldwide. Therefore, FIFA has developed this Protect the Integrity of Football – Practical Handbook for FIFA Member Associations to provide member associations with a guide on how to build and/or strengthen their own integrity initiative.

This handbook is divided into the following sections:



## **WHERE TO BEGIN**

This section outlines and explains the core requirements that are suggested by FIFA to its member associations to start their own integrity initiative, which includes adopting an integrity policy, appointing an integrity officer, implementing a sustainable action plan as well as ensuring an adequate regulatory framework.



# WHAT TO DO

The second explains what an integrity action plan can look like, what areas should be covered, and which specific measures should be taken by member associations and confederations in order to promote integrity and protect their football competitions.



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<sup>1</sup> FIFA Statutes (2024 edition). Available in the 2024 edition of the FIFA Legal Handbook cf. FIFA Circular 1889. https://digitalhub.fifa.com/m/1a7fb4d1f00c11c3/original/Circular-1889\_Amendments-to-the-FIFA-Statutes-the-Regulations-Governing-the-Application-of-the-Statutes-and-the-Standing-Orders-of-the-Congress.pdf

<sup>2</sup> See Annexe 5.1 for an overview of FIFA's internal structure and a recommendation on how an integrity department can be established.



## WHAT TO KNOW

This last section serves to impart the essential knowledge with regard to preliminary investigations related to integrity alerts (i.e. match manipulation incidents within a sport governing body). This section explains what a preliminary investigation is, which specific situations are subject to preliminary investigations, what kind of evidence can be produced, and which standard of proof applies in match manipulation proceedings. Furthermore, the value and importance of betting reports are outlined, and the main contents of a preliminary investigation report are listed together with other important topics such as the application for worldwide sanctions and relevant integrity-related case studies.

This handbook is intended to serve as a guide and a tool to assist FIFA member associations and the confederations with the standard steps and present best practices to implement successful and sustainable integrity initiatives, as well as being a reference tool to promote integrity and to protect football competitions from match manipulation worldwide.



# WHERE TO BEGIN Integrity initiative

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Practical integrity handbook 2024 edition

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# 2.1 ADOPT AN INTEGRITY POLICY

Every integrity initiative starts with an integrity policy.

#### What is a policy?

A policy is a set of basic principles and associated guidelines, formulated and enforced by the governing body of an association to direct its actions in pursuit of long-term goals.

#### **B** Integrity policy: promotion of integrity and protection of matches and competitions

It is essential that every member association ("MA") implements an integrity policy to protect the integrity of the game and to fight against manipulation of football matches and competitions. This can be achieved by establishing its commitment to adopting an effective approach towards any form of manipulation and/or the unlawful influencing of match incidents/results. The core pillars of this integrity policy are the promotion of integrity and the protection of football matches and competitions.

Each MA must ensure that it promotes integrity at national level by supporting its members, stakeholders and the public in general in a sustainable manner. Secondly, each MA must make sure that it protects the football matches and competitions organised under its jurisdiction against match manipulation under all circumstances.



An integrity policy should therefore follow these two pillars:

#### Has your MA implemented an integrity policy?

If not, please refer to Annexe 5.2 for a model template of an integrity policy for your MA. FIFA Integrity can provide assistance to your MA by offering recommendations on how to establish and promote your customised integrity policy.





#### 2.2 **APPOINT AN INTEGRITY OFFICER**

A main contact person is an essential part of being able to address integrity-related matters within the MA.

Each MA should appoint an integrity officer to lead and maintain the MA's integrity initiative and action plan. The integrity officer is the main contact person for all integrity-related communications within the MA, and between the MA, the confederation and FIFA.

The integrity officer is responsible for implementing and executing preventive measures against match manipulation within the MA and for conducting preliminary investigations into match manipulation incidents when necessary. The core responsibilities of the integrity officer are, inter alia, the following:

INTEGRITY INITIATIVE & ACTION PLAN	AWARENESS, EDUCATION & PREVENTION	PRELIMINARY INVESTIGATIONS
Establishing and maintaining the measures set out in this handbook	Creating training, awareness, education and prevention campaigns	Fact-finding in the preliminary state of an investigation
Being the recipient and contact person for integrity-related information	Conducting integrity training sessions with relevant stakeholders	Conducting interviews with witnesses and suspects
Setting up and maintaining reporting mechanisms	Contributing to best practices and information exchange	Drafting and submitting reports to the independent judicial bodies

#### Has your MA appointed an integrity officer?

Remember that FIFA Integrity can support your MA in training your integrity officer.

Has your MA informed FIFA of its integrity officer?

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# 2.3 INTEGRITY UNITS

FIFA is at its MAs' disposal to help them establish a robust integrity unit that upholds the values of the sport.

Maintaining the integrity of football is a fundamental responsibility of every MA. To strengthen your association's commitment to this crucial aspect of the game, FIFA encourages setting up an integrity unit. An integrity unit is an expert team dedicated to protecting the integrity of football matches and competitions. This section outlines the key benefits and practical considerations of establishing an integrity unit within your association.

#### A

#### Comprehensive expertise

An integrity unit is composed of members who have different professional positions to ensure a holistic approach to preserving football's integrity. These positions may, *inter alia*, include the following:

- Integrity officer: leads the unit and oversees its operations
- **Integrity education manager:** develops and implements educational programmes to promote integrity and prevent match manipulation
- Legal counsel: provides legal guidance to address integrity-related matters
- Senior investigatory counsel: leads investigations into integrity breaches
- **Stakeholder relationship manager:** manages communication and relationships with relevant stakeholders, partners and industry leaders on integrity
- Office manager: ensures the smooth functioning of the integrity unit

# В

#### Increased efficiency

By assembling a dedicated integrity unit, your MA can respond more effectively to integrity concerns, investigations and educational initiatives. This efficiency leads to a more robust and responsive framework for promoting integrity and protecting football.

#### Enhances prevention and detection

With professionals specialising in various aspects of integrity management, an integrity unit is better equipped to prevent, detect and address threats to football's integrity. This proactive approach minimises integrity risks and preserves football's credibility.

FIFA is committed to supporting its MAs in establishing and maintaining integrity units. If requested, FIFA can: (a) provide your MA with the job descriptions for the various positions in the unit which can be used as a reference and resource in your MA's efforts to protect the integrity of football; and (b) offer training for each of the positions assigned by the MA.





# 2.4 DEVELOP A SUSTAINABLE INTEGRITY ACTION PLAN

Each MA should develop, through its integrity officer, a sustainable integrity action plan in order to enforce its integrity initiative at national level.

As a standard, the integrity action plan should consist of the following six core areas:



**Has your MA developed a sustainable action plan at national level?** Remember that FIFA Integrity can support your MA in developing a sustainable action plan.

Is your MA implementing the measures set out in the action plan on a yearly basis?

Does your MA inform FIFA about the action plan on a yearly basis?



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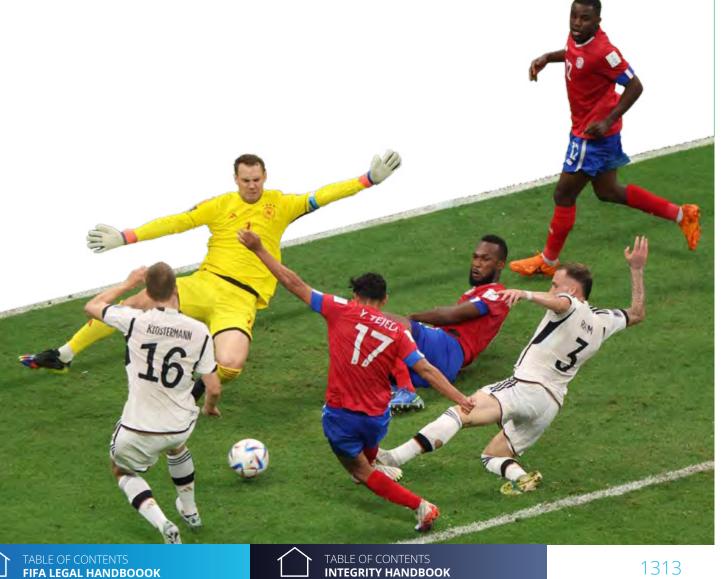
# 2.5 ENSURE AN ADEQUATE REGULATORY FRAMEWORK

Each MA should adapt its regulatory framework to specifically address match manipulation violations within its disciplinary code, its code of ethics and/or its code of conduct.

Equally, an independent judicial body should be in place that is competent to conduct proceedings relating to match manipulation violations and to sanction any breach of regulations mentioned in this handbook pursuant to the relevant disciplinary/ethics provisions.

Has your MA adapted a regulatory framework to specifically address match manipulation violations?

Has your MA implemented an independent judicial body that is competent to conduct proceedings relating to match manipulation and integrity-related corruption?



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# WHAT TO DO Integrity action plan

# 3.1 ESTABLISH APPROPRIATE REPORTING MECHANISMS

*If there is no reporting mechanism in place, incidents of match manipulation cannot be properly communicated to your association.* 

According to the FIFA Disciplinary Code, every person bound by the Code must immediately and voluntarily report to the secretariat of the Disciplinary Committee any approach in connection with activities and/or information directly or indirectly related to the possible manipulation of a football match or competition.<sup>3</sup> As part of its integrity action plan, every MA should set up its own reporting mechanisms.

In this regard, access to reliable information is crucial in order to investigate and appropriately handle allegations of match manipulation. The most valuable source of information comes from direct witnesses or individuals who may have access to privileged information and who are as close as possible to where manipulation attempts may take place.

The need to have the widest possible network of potential informants must be balanced against the need to appropriately protect the people who report. Therefore, an accurate, reliable and confidential reporting mechanism (or range of mechanisms) should be put in place.

Depending on each MA's needs, it could provide the following reporting mechanisms and channels. It should actively and constantly promote them to all members, stakeholders and to the general public.



Dedicated area on MA's website

**Reporting on the homepage of the MA's website:** When someone wants to report an allegation to your MA, the first thing that they will most likely do is consult your website. Therefore, each MA should have a link or section on its homepage that leads to a dedicated confidential reporting mechanism or email address allowing any person to submit information (anonymously, if needed). This is a critical measure for the MA to reach a wider audience, as the public may not know the reporting mechanisms in place if they have not been publicised, or only publicised a little.



**Reporting via email:** Any allegation of match manipulation or integrity-related corruption could be sent to a single integrity email address put in place by the MA. It should also be possible to send a report or allegation anonymously via email in order to protect the person disclosing the information.

A proactive approach is key for the reporting mechanisms to be successful. Each MA should therefore promote the existence of its reporting mechanisms as widely as possible through repeated messages (flyers, banners, briefings to teams, circulars at the beginning of tournaments, etc.) as regularly as possible.

3 See article 11 paragraph 1 and article 12 of the FIFA Disciplinary Code (2023 edition).



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**Reporting via letter/post:** When reporting any allegation of match manipulation or integrity-related corruption, some people may prefer to send a letter rather than an email, especially in some parts of the world with limited access to the internet. Where that might be the case, it might be worthwhile for your MA to have an agreement with your national postal services waiving the need for a stamp for letters sent to the dedicated integrity address. This would allow people who cannot afford a stamp or are not willing to spend money on one to make a report.

This initiative could also be coupled with the creation of physical mailboxes in the main stadiums or at your MA's headquarters, where individuals could drop off letters and reports.



**Reporting via app:** This option is efficient and aligned with the most recent technology. The reporting app should be simple and user-friendly, allowing individuals to upload images and video files, as well as making it possible for the person filing the report to decide whether to remain anonymous. If your MA is interested in establishing a reporting app, FIFA Integrity can assist in the process.

#### **Has your MA created appropriate reporting mechanisms for integrity alerts/ incidents?** See Annexe 5.1 for FIFA Integrity's reporting mechanisms.

Are these reporting mechanisms secure and confidential, and/or anonymous?

Has your MA ensured that the public knows about these reporting mechanisms (through campaigns, the MA's website, leaflets, etc.)?

See the following examples of good practice by MAs and confederations:

AFC:	http://www.the-afc.com/about-afc/departments/legal/integrity/	
Concacaf:	https://secure.ethicspoint.com/domain/media/en/gui/40739/index.html	
Portugal:	https://integridade.fpf.pt/	
Ghana:	https://www.ghanafa.org/integrity	
Malaysia:	https://www.fam.org.my/webform/integrity	
South Africa:	http://www.safa.net/integrity/	
UEFA:	https://integrity.uefa.org/index.php?isMobile=0	
Australia:	footballaustralia.com.au/report	
Ecuador:	https://fef.ec/canal-de-denuncias-f-e-f/	
England:	https://www.thefa.com/football-rules-governance/policies/betting-rules	





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### 3.2 INTRODUCTION OF INTEGRITY MEASURES FOR FOOTBALL MATCHES AND COMPETITIONS

It is the responsibility of each MA to promote integrity and protect its football matches and competitions.

This section introduces and recommends a series of integrity measures for each MA to consider. They are intended to build up and/or strengthen the MA's integrity action plan at national level. In order to efficiently protect football matches and competitions, each MA should implement specific, measurable and sustainable actions for their respective matches and competitions.

#### Why specific?

Integrity measures must address the specific audience for which they are intended and must be tailored to that audience, as the success of any integrity measure lies in the detail.

The more you tailor an integrity workshop to the target audience, the more effective it will be. For example, even though the main objective might be the same, it is not recommended that the same content be delivered to youth players as to your professional players as they have different views and perceptions.

#### B Why measurable?

Integrity measures need to ensure accountability. Every action should have an impact, which should be measured and registered by each MA in a yearly activity/integrity report.

For example, How many professional clubs received the integrity course over the course of the season?

## C

#### Why sustainable?

Short-term integrity measures have limited impact. Integrity measures must be part of an integrity action plan, which has to be maintained and enhanced by the MA year on year.

The integrity plan of your MA should make provision for integrity courses to be held every season.

# Does your MA implement any of the following integrity measures in its competitions?

If not, remember that FIFA Integrity can help your MA to define, establish and implement standard integrity measures for the protection of your MA's competitions.





The following is a non-exhaustive list of the areas and specific measures that can be implemented by an MA in order to protect its football matches and competitions:

#### **OFFICIALS**

Members association officials - League officials - Club officials

#### Activities:

Integrity network at league/club level Introduction to integrity Integrity workshop Other measures



#### **MEN'S FOOTBALL**

Professional players - Non-professional players - Coaching staff

#### Activities: Integrity workshops Integrity declarations Integrity clause (contractual) Integrity campaign Other measures



#### WOMEN'S FOOTBALL

Professional players - Non-professional players - Coaching staff

#### Activities:

Integrity workshops Integrity declarations Integrity clause (contractual) Integrity campaign Other measures



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#### REFEREEING

Professional referees - Non-professional referees - Video assistant referees

Activities: Integrity workshops Integrity declarations Integrity checks Other measures



#### **GRASSROOTS & YOUTH**

Players - Coaching staff/instructors - Other responsible individuals

#### Activities: Integrity sessions Focus on sporting values Integrity campaign Role models/legends



#### eSPORTS

**Officials - Players - Coaching staff** 

## Activities: Integrity workshops

Integrity declarations Integrity clause (contractual) Integrity checks



A table summarising all elements can be found in Annexe 5.12.

Are the integrity measures implemented by your MA specific?

Are the integrity measures implemented by your MA measurable?

Are the integrity measures implemented by your MA sustainable?

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#### 3.3 **ESTABLISH A MEDIA STRATEGY**

#### A Why establish a media strategy?

The media is an important channel for MAs to communicate with their members, stakeholders and to the public about their integrity action plan and initiatives.

#### В The benefits of working with the media

Successfully working with the media has several benefits for an MA. In particular, building positive and professional relationships with journalists and establishing a specific media strategy for integrity can help to:

- educate and inform members, stakeholders and the general public;
- enhance the credibility of the MA;
- create trust in football governance structures and the integrity of football matches and competitions; and
- promote the integrity action plan and initiatives.

#### **C** Good practices and key principles

- · Develop a targeted media and communication strategy for integrity and a plan to inform internal and external stakeholders and the media.
- · Identify and develop professional working relationships with relevant journalists and local, national and international news organisations to work on the field of integrity.
- · Aim to regularly inform and educate key media about integrity and anti-match manipulation measures in place.
- Be courteous and timely when responding to media enquiries.
- Ensure that the principles of due process and confidentiality, as well as relevant rules and regulations, are followed during any communication or media activity.

Has your MA designed an appropriate media strategy for integrity? If not, please refer to Annexe 5.3 for more details on how to design and implement a media strategy for your MA.





# 3.4 COOPERATE WITH DIFFERENT STAKEHOLDERS

Know who your partners are in the fight against match manipulation.

# **FIFA** INTEGRITY

### FIFA

- FIFA has a dedicated team of professionals working exclusively on the promotion of integrity and the protection of football matches and competitions.
- Integrity alerts and/or claims are forwarded to FIFA Integrity by all relevant stakeholders (confederations, regional platforms, partners from the betting industry and MAs), including the public, through appropriate reporting mechanisms. In most instances, a memorandum of understanding formally establishes the cooperation between FIFA and the stakeholders concerned.
- FIFA Integrity can be reached at the following address: integrity@fifa.org.



#### Confederations

- In principle, all confederations and MAs must have a designated integrity officer or integrity department/unit.
- This person or department/unit within the MA should be the first in line to handle allegations of match manipulation and integrity-related matters at national level.
- As a best practice, it is advisable for the integrity officer or integrity department/unit to inform the MA's confederation as early as possible about the investigations and processes, given that the confederation may have additional means and powers at its disposal to support the MA.



#### **Betting industry**

These stakeholders may possess the technical expertise required to provide the MA with expert analysis on the following:

- betting patterns (prior to match and live betting);
- detection of irregular betting behaviour (online and offline);
- on-field events; and
- performance reviews (players, referees, etc.).

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What to do — integrity action plan







#### Law enforcement agencies and judicial authorities

- Law enforcement agencies and judicial authorities play a critical role in the fight against corruption and, specifically, match manipulation in football.
- As a good practice, each MA should engage with these authorities in order to build up a national integrity platform against corruption and match manipulation in football.
- Liaising and coordinating with law enforcement agencies regarding integrity matters avoids disruption to both the MAs and the law enforcement agencies' procedures and provides a valuable channel for information exchange.





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## 3.5 DESIGN AN ENGAGING INTEGRITY EDUCATION PROGRAMME

#### How to design an integrity education programme

# A

#### Focus on your goals

Whenever you design a new programme of education, begin by defining what you want to achieve. Examples of questions that you might ask about desired outcomes could include:

- Is your desired outcome to raise general awareness of integrity issues?
- Is your desired outcome for people to be able to answer test questions?
- Is your desired outcome to force/frighten people to change their behaviour?
- Is your desired outcome to encourage/entice people to change their behaviour?
- Is your desired outcome to force/frighten change in team attitudes and culture?
- Is your desired outcome to encourage/entice change in team attitudes and culture?

Each different outcome requires a very different approach to the way you design, develop and deliver your new programme of education.

#### **B** Define your audience

Once you are clear on what you want to achieve, make sure you are also clear on your audience. Start with the simple question: who is my target audience? In particular, is there one specific target audience or several? Examples of target audiences include youth players, senior players, coaches, managers, executives, stakeholders, law enforcement and policymakers.

Once you have identified your audience(s), begin to ask: what do I know about this audience? For example, how do you want them to change? What kinds of educational formats are they likely to respond to? What kinds of media do they like? What do they do in their free time? What do they choose to spend money on? What motivates them? What do they value? And especially, why should they care about engaging with your new programme?

Finally, ask yourself: how can I leverage these observations to make my programme more interesting and engaging? How can I leverage these observations so that my programme has an influence on long-term attitudes and behaviour?

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## C

#### Key performance indicators

Make a list of things you can observe and monitor in order to measure and quantify the degree to which you are achieving your educational goals. Some measurements may be directly quantifiable. Others might not be and it will only be possible to infer progress. For example:

- If you want to raise awareness, it may be enough to measure the percentage of your audience who were present at presentations, watched videos or received leaflets.
- If you want to change attitudes and culture, if your MA has access to marketing or PR professionals, you can use qualitative market research to explore what your audience feels about different kinds of behaviour.
- If you want to find out if players feel confident using your reporting tool, you can use user-experience research tools to explore how players feel about the tool.

#### Brain-based learning

To understand brain-based learning, you could think of it as containing four prime colours of cognition:

(a) logical/informational/intellectual; (b) analogical/impressionistic/metaphorical; (c) emotive/ narrative/social/experiential/ and (d) scary or enticing/emotive/primal.

For instance:

- Informational programmes tend to be logical/informational/intellectual. They are characterised by formal language and detailed diagrams. These provide a helpful structure for academics, policymakers, lawyers and scientists, but will not have any impact on acquiring practical skills or changing attitudes and behaviour.
- Awareness-raising and engagement programmes tend to use formats that are analogical/impressionistic/metaphorical. They are characterised by the use of informal language, lots of illustrations, engaging artwork, anecdotes and systems thinking.
- Programmes that focus on acquiring practical and soft skills tend to use formats that are emotive/narrative/social/experiential. They are characterised by stories, case studies, educational games, first-person role play, problem-solving and realistic simulations.
- Programmes that address attitudes and changes of culture tend to require formats that are scary, enticing or emotive, at a deeply emotional or primal level. An example of this approach can be found in the kinds of strong imagery used in high-end adverts and the kinds of emotional storytelling used in films and TV shows that are moving or evoke joy in the viewer.

### E

#### Become a great storyteller

The best educational programmes make heavy use of anecdotes, case studies, stories, games, role play and simulations. All of which require you to become a great storyteller.



At best, an average person:

- can only listen to someone talking intellectually for five to ten minutes;
- will only recall a few seconds of content from an intellectual presentation;
- is unable to apply much of a talk-based presentation to their daily life.

If further proof were necessary, you need only look at the failure of many information-based health campaigns. Everyone knows smoking is bad for your lungs. In some countries, you will see graphic images printed on the side of cigarette packs. Yet still people smoke. By contrast, many people will happily binge-watch a gripping, on-demand TV series. If the TV series is popular, they will be able to recall enough of the story to be able to chat and discuss the story with family, friends and colleagues over coffee the next day. Then, they might even go out and spend money on the clothing and products they have seen in the series.

#### Seven top tips for impact

The human brain likes to process ideas in threes or fours. Hence, the best communicators tend to keep what they have to say short and focused. They organise what they have to say around three or four, major takeaway ideas.



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Once you are clear on your top three or four takeaways, think about how you can integrate those takeaways as themes in a single, compelling story so that the story makes your takeaways easier to recall. You could even use sophisticated techniques, such as anecdotes, flashbacks, segues and case studies, to deliver emotional engagement.



Map the default emotion of your audience and the emotion that is required to get your audience to act on your key messages. For example, if an audience is resistant to your message, begin with stories that highlight negative emotions, like hostility and disinterest. In that way, you start to set up a resonance between your own messaging and the emotional state of your audience. Then imagine a series of emotional stepping stones to bridge the gap between hostility and enthusiasm, where each story introduces a more positive emotion. For example, hostility > disinterest > surprise > intrigue > curiosity > enthusiasm.



The human brain likes new activities, but only if those activities feel familiar. So, ideally, educational assets will be based on activities that you know your audience likes. For example, if your audience likes to read a specific brand of magazine, write text and select images that mimic the style of that magazine. If your audience likes skills-coaching sessions, find a way to script your coaching sessions so they combine learning physical skills with the key ideas and information you want to convey.



# 5<sup>th</sup>

The human brain is inefficient at processing negatives. So, focus on telling your audience what you want. Avoid mentioning what you want them to stop doing. For example, if you have ever taken a small child for a walk beside a busy road, you will know that if you ask the child to keep away from the road, they will become interested in cars and walk towards the road. However, if you distract the child with something shiny in a shop window, they will walk closer to the shop window, and away from the road. In terms of integrity education, telling an audience not to fix matches leads to them imagining match-fixing. In contrast, telling people that match-fixing is a fast way to end your career focuses the audience's attention on not being allowed to participate in football anymore.

# 6<sup>th</sup>

You could think of the adult brain as consisting of four "sub-brains": left brain, right brain, midbrain and lower brain.

- **LEFT BRAIN:** The left brain is **where** words, focus and logical puzzles are primarily **processed**. This part of the brain is **good** at goal-setting, making up rules, making judgements and following detailed instructions. It is **poor** at applying abstract ideas to real-life situations, for example, someone might know the rules, but fail to follow them.
- **RIGHT BRAIN:** The right brain is able to **visualise** practical skills and **process** the big picture and analogical puzzles. This part of the brain is **good** at creative expression, seeing connections between ideas and visualising practical solutions to real-life challenges. It is poor at following rules, making firm decisions, taking the time to take a deep dive into theoretical details, and considering the potential side effects of a new idea. An example of this is a **football coach** who comes up with a new team strategy for winning matches but lacks the social and verbal skills to explain the strategy in ways that others can follow.
- MIDBRAIN: The midbrain is where empathy, cooperation and loyalty to family, friends, leaders and close team-mates are processed. This part of the brain is good at storytelling, making up role-play games and intuitively responding to situations, based on social attitudes, family values, leaders' expectations and team culture. It is poor at questioning community attitudes and values, questioning team culture and questioning orders from people with perceived authority. An example of this is a young player who unquestioningly follows instructions given by senior players.



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• LOWER BRAIN: The lower brain instinctively **recognises** and **responds** to danger. It is **good** at subconscious processes, such as what is going on around a person, and automatic behaviour before the conscious mind has even registered a potential threat. It cannot do anything more than reacting with fear, freezing or fleeing, unless physically trained and habituated to act with confidence. For example, **there are differences between how a civilian and a special forces soldier** is likely to react to social and physical intimidation.

To convert the above model into a game plan:

- **MIDBRAIN:** The aim of integrity education is to impact attitudes, values and social behaviour. Hence, the focus of any educational programme needs to be the midbrain. If you look at the characteristics of the midbrain, you will see that you need to focus on storytelling, role play and community-based challenges.
- **LOWER BRAIN:** Some individuals might respond to your programme and others might not. This is likely because there is a conflict between those who want to do "right" and those who want to force colleagues to carry on doing "wrong". We see that the lower brain is the gatekeeper for confidence levels and remaining calm in conflict situations. We therefore need to teach people how to regulate their focus and the physiology of the lower brain, to enable individuals to resist social/peer pressure.
- **RIGHT BRAIN:** In an ideal world, you would ensure a well-rounded educational package by using sports psychology, visualisation tools and/or mindfulness tools, with the aim of encouraging your audience to imagine applying what they have learned in a wide variety of challenging situations (such as recognising, resisting and reporting advances from a team-mate who is working on behalf of a fixer).
- **LEFT BRAIN:** In the modern world, there is a cultural expectation that good-quality education contains classroom-style or digital learning briefings and presentations. Therefore, if people are to take your educational programme seriously, you need to provide at least one 10-to-20-minute briefing/presentation to feed your audience's cultural expectations. Ideally, this would include some simple tests and logical puzzles so your audience does not become too passive while sitting through your briefing/presentation.



Structure the assets in your programme to be **iterative**, rather than **linear**. This means that your messaging contains a lot of repetition. Each time the message is repeated, it should add a new level of detail, while reinforcing what has already been learned.

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#### Suggestions for putting these ideas into practice

Use the following process to devise your own custom integrity education programme:

- 1. Review your MA's stated goals and strategy.
- 2. Review your overarching integrity strategy and policies.
- 3. Collaborate with key stakeholders to identify risk groups involved in wrongdoing.
- 4. Collaborate with key stakeholders to rank the key risk groups based on potential impact.
- 5. For each risk group, identify aspects of values, attitudes and behaviours that need to change, with an emphasis on changes that are likely to create the greatest impact.
- 6. For each desired change, determine a set of key performance indicators.
- 7. Gather four sets of real-life stories and case studies that are relevant for each desired change, with: (a) one set focused on the advantages that individuals who did the right thing experienced; (b) another set focused on individuals who struggled, did the right thing and all went well; (c) a third set focused on relatable scenarios where an individual made bad choices and things went badly; and (d) a final set of stories and case studies that consists of extreme stories, that will make your audience go "wow" and then either laugh, cry or feel appalled.
- 8. Work out a set of key messages and consistent phrases that you can repeat throughout all assets and all activities that you design for each risk group.
- 9. Within the constraints of time and resources available to you, think of each risk group as a separate audience. Research how individuals in each separate audience like to spend their time and money. To the extent possible, research any aspects relevant to the values, attitudes and habits that dominate in each group.
- 10. Now begin to think about categorising educational activities as digital interactive, live online and in-person. Remember as you do this that digital interactive is the most expensive to create but the most inexpensive to distribute. Live online is the easiest for people to attend but reduces the emotional connection. In-person is the least expensive to design, maximises emotional impact, but can be expensive to deliver.
- 11. Ensure you are clear on your budget, and begin to imagine a set of digital activities, online activities and classroom/coaching activities that will complement one another.
- 12. Use a generative AI, such as ChatGPT, Claude or Microsoft Copilot, to help you structure your programme. You can also use AI to help you design each individual asset.



# Moving to the forefront of integrity education

Up until recently, integrity education mainly focused on reminding players, coaches, referees and match officials about the rules related to match manipulation and betting, and was aimed at frightening the audience with threats of punishment and bans from the sport.

Having read the above, you will see that there are many ways that you can go beyond this by establishing, encouraging and normalising new attitudes and team culture.

The idea is to establish attitudes and values that make it even harder for criminals, fixers and fraudsters to operate. In addition, the aim is not only to dissuade people from undesirable attitudes and behaviours, but also to begin to promote the attitudes and behaviours that we do want to see.



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# WHAT TO KNOW Integrity investigations

# 4.1 SITUATIONS SUBJECT TO A PRELIMINARY INVESTIGATION

Various situations can constitute a breach of integrity-related regulations, which can ultimately be subject to a preliminary investigation. Such violations can be connected to the manipulation of football matches and competitions, as well as individuals who are involved in unlawful betting on football.

In general, match manipulation is committed for the following reasons:



**Financial gain** This mostly involves people using prior knowledge about the manipulated match and placing bets on the same match in order to make financial gains through sports-betting platforms



**Sporting advantage** e.g. progression in a competition, promotion to a higher division, avoidance of relegation



**Other** This can include any undue advantage for oneself or any third party

Match manipulation is commonly defined as an:

"intentional arrangement, act or omission aimed at an improper alteration of the result or the course of a sport competition in order to remove all or part of the unpredictable nature of the aforementioned sport competition with a view to obtaining an undue advantage for oneself or for others."<sup>4</sup>

The FIFA Disciplinary Code defines match manipulation as conduct by anyone, who:

"directly or indirectly, by an act or an omission, unlawfully influences or manipulates the course, result or any other aspect of a match and/or competition, or conspires or attempts to do so by any means."<sup>5</sup>

Each MA should note that any attempt to manipulate a football match or competition is sufficient for an individual to be convicted of match manipulation. This means that the manipulation itself does not have to be successful for a preliminary investigation to be conducted and for the conduct to be sanctioned. It is important to note that any legal person, such as an MA or a club, may also be held liable for the actions of their members, players, officials or any individuals acting on their behalf. Consequently, MAs and clubs may face sanctions in cases where integrity breaches are committed by a natural person affiliated with the MA or clubs.



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<sup>4</sup> Article 3 paragraph 4 of the Council of Europe Convention on the Manipulation of Sports Competitions, 18 September 2014.

<sup>5</sup> Article 20 paragraph 1 of the FIFA Disciplinary Code (2023 edition).

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The above definitions cover a wide range of match manipulation scenarios. Below are some examples.

#### Actions off the pitch A

Actions not connected to the field of play, which could be subject to a preliminary investigation, are any actions, omissions and/or agreements to manipulate football matches or competitions that do not take place during the match itself. In other words, the conduct does not occur on the pitch.

The following is a non-exhaustive list of examples of actions that are not connected to the field of play:

## Match manipulation agreement and/or conspiracy

- Any oral or written agreement or conspiracy between a match-fixer and any other person or people that is aimed at unlawfully influencing or altering the result of a match
- · Accepting, giving, offering, promising, receiving, requesting or soliciting any pecuniary or other advantage in relation to the manipulation of matches

#### В Actions on the pitch

Actions connected to the field of play, which could be subject to a preliminary investigation, are any actions, omissions and/or agreements to manipulate matches or competitions that take place during the match itself. In other words, the action takes place on the pitch and is carried out by one or more people.

The following is a non-exhaustive list of examples of actions that are connected to the field of play:



# The deliberate loss of a match or a phase of a match

e.g. conceding goals, being awarded yellow and red cards, or conceding penalties, corner kicks or throw-ins



The deliberate underperformance by a football player during a match e.g. poor defending or attacking



# The deliberate misapplication of the Laws of the Game by the referee and/or other match officials

e.g. wrongfully awarding red and yellow cards, penalties



Interference with play, the playing surface or equipment e.g. cutting off the power supply at a football stadium







# Agreeing to receive compensation from a third party in exchange for achieving a positive result in a match or competition<sup>6</sup>

e.g. playing well in connection with accepting a bonus from a third party who would like to provide some "extra motivation" to a player or referee

# Involvement in betting, gambling or similar activities

Any individual involved in football is forbidden from directly or indirectly participating in betting or similar actions related to football matches or competitions and/or any related football activities. Therefore, the following conduct could be the subject of an integrity investigation.

# Direct involvement

This is where a football player, a referee, a coach or an official, for example, places a bet on one or more football matches or competitions and/or any related football activity.

# Indirect involvement

This is where, for example:

- A third party places a bet in their name on a football match or competition on behalf of a person involved in football, and the person involved in football receives the money;
- A third party places a bet in their name with their own money on a match together with a person involved in football, and they share the money; or
- A person involved in football shares inside information on an upcoming football match with a third party, and the third party places a bet on this football match as a result of the information that they have received.

# D

# Investigation and sanctioning competence

As a rule, MAs are responsible for conducting investigations into all potential integrity violations detected within their organised competitions. If deemed appropriate, MAs must impose sanctions for such conduct in accordance with their rules and regulations.

It is important to note, however, that FIFA reserves the right to investigate, prosecute and impose sanctions in cases where no formal investigations have been initiated by the competent MA within 90 days after the matter became known to FIFA.

In addition, MAs have the option of delegating the competence to investigate and sanction to FIFA. In such instances, FIFA will collaborate closely with the respective MA throughout the investigation.





<sup>6</sup> The fact that a third party is compensating a lack of motivation by paying a bonus to provide "extra motivation" for another team to perform well evidently influences not only the outcome of the match but the competition itself, jeopardising the integrity of the competition and potentially giving an undue advantage to the third party that is paying this bonus (if it is also taking part in the competition). Finally, allowing bonuses from third parties could lead to the distortion of football competitions. Paras 118 and 119 in CAS 2014/A/3628 Eskisehirspor Kulübü v. UEFA.

# 4.2 PRELIMINARY INVESTIGATION

The facts: What? Who? Where? When? Why? How?



# A What is a preliminary investigation?

A preliminary investigation refers to a limited-scope inquiry undertaken to verify whether an allegation warrants a full investigation through the analysis of the available evidence.

# B What are the objectives of a preliminary investigation?

The main objective is to establish the facts and details and, following a careful examination, evaluate whether disciplinary and/or ethics proceedings should be opened according to internal regulations. This is done through a final report. Below are a few key elements that should be considered during the preliminary investigation:

- · keep the investigation confidential as information could be leaked and affect it;
- use public/open sources to broaden the avenues of investigation;
- ensure that the actions of the person leading the investigation stay within the scope of the mandate and do not hinder potential criminal investigations; and
- in cases where there is no direct evidence, ensuring there is sufficient indirect evidence pointing towards the same conclusion to ascertain facts and take the case forward.

# C Conducting a preliminary investigation

The MA's integrity unit receives preliminary information which may trigger a formal investigation. This preliminary information is typically sourced from:

- betting alerts received from betting monitoring partners;
- information received from FIFA stakeholders (e.g. the IOC (SPOC) or FIFPRO);
- whistle-blower information received on FIFA's reporting platform; and
- other sources such as open-source media reports and FIFA Integrity's observations.

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# The integrity unit identifies the degree of severity and accuracy of the information

Upon receiving preliminary information in the form of a betting alert, the integrity unit must first determine the severity level of the information before deciding whether it warrants initiating a formal investigation.

Betting alerts received from monitoring partners are typically classified as severe, triggering a formal investigation.

If preliminary information is received through the integrity unit's reporting/whistle-blowing platform, the integrity unit will first ascertain the veracity of the information received.

Whistle-blowers will be contacted through the reporting platform to ask them to provide additional information to supplement their initial claims or to clarify their statements. The integrity unit will then typically request its betting monitoring partners to confirm the status of the match concerned.

Similarly, the integrity unit will verify the legitimacy of any other information received. For instance, leaked audio or video recordings alleging integrity misconduct will be verified for authenticity.

# Appointment of an integrity expert and opening of formal proceedings

Once it has been decided that preliminary information warrants formal investigation, the MA will open formal disciplinary proceedings by appointing an integrity expert to help conduct formal investigations. Selected integrity experts will be contacted and issued with a letter of appointment.

# The integrity unit shares case materials with the integrity expert

A meeting between the integrity unit and the integrity expert will be conducted to ensure that the integrity expert receives a complete overview of the background of the case. The integrity unit will then provide the appointed integrity expert with access to the case materials.

# **D** Fact-finding phase: collection of direct evidence

# Identify availability of direct evidence, e.g. witness statements and/or confessions

First, the integrity expert must ascertain the presence of direct evidence, e.g. evidence directly related to the fact in dispute. This could, for example, be evidence given by a witness who testifies to the truth of the matter concerned or evidence given directly by the person under investigation, i.e. a confession.

# If possible, record the witness statement/confession in an interview

If direct evidence is available in the form of witness statements or voluntary admission by the person or persons involved in the manipulation, the integrity expert must then conduct an interview session.

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# Interviewing individuals under investigation or potential witnesses

- Come prepared: have an interview plan ready ahead of the interview (see Annexe 5.6 for an example of an interview plan).
- It is good practice to ask for the interviewee's consent to be recorded (audio and/or video) during the interview.
- Your safety and that of the interviewee should be a priority at all times.
- Remember that any person involved and/or under investigation has the right to be heard and their version of events should be given due weight and consideration.
- The interview should be recorded and transcribed for future reference in potential proceedings.
- Seek the assistance of a qualified interpreter if needed.

# Fact-finding phase: collection of indirect evidence

### Procure betting analysis reports from multiple sources

Betting reports from monitored betting operators detect and highlight irregular betting movements, both pre-match and in-game, and are used together with match-specific information (e.g. the current form of the teams involved, on-field action, and player and match officials' data).

It is important to note that according to CAS, the mere analytical information derived from a betting report is not enough to prove that a football match has been manipulated. The analytical information needs to be supported by other, different, and external elements that point in the same direction. For example, suspicious actions on the field of play. The analysis of suspicious actions in connection with a deviation from an expected betting pattern can be enough to prove that someone has committed match manipulation.

By leveraging its established contact with the above-mentioned betting monitoring entities, FIFA Integrity is able to assist the integrity expert in procuring multiple betting reports on the match/competition of interest. The reports, which contain a detailed analysis of the betting patterns seen, may confirm whether there was suspicious betting activity during the match.

Obtaining similar conclusions from multiple different sources will reinforce the argument that match manipulation for betting purposes has occurred. With FIFA Integrity's help, the integrity expert will be able to compile these reports as betting evidence.

The integrity unit will be able to help the integrity expert to procure multiple betting reports on the match/competition concerned. This would typically be a partner company responsible for match and betting monitoring.

## Procure the full match footage of the match(es) being investigated

To prove that a match has been manipulated, the betting evidence must be corroborated by supporting evidence. An expert technical analysis of the match incidents is a crucial component of such evidence. This analysis is crucial for the identification of suspicious actions taken by individuals on the field of play which may be in line with the suspicious betting patterns identified.





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The integrity unit will be able to facilitate the compilation of the full match footage of the match(es) being investigated. If full match footage is not available, the integrity unit must at least look for the highlights of the match(es) being investigated.

# Obtain technical performance analysis reports from external and internal sources

Expert technical performance analyses are intended to pinpoint any irregular behaviour by players or officials during a match which might correlate with the suspicious betting patterns. Special attention should be given to key moments that directly affect the betting outcomes, such as actions leading to conceded goals.

It is critical to engage an expert who possesses profound knowledge of the sport and is independent. The chosen expert should have no prior association with the teams or players under investigation to avoid any potential conflicts of interest.

FIFA Integrity is able to facilitate access to FIFA's internal experts from the FIFA High Performance Programme Department. These experts will conduct a thorough review and document their findings in a detailed written statement, providing their expert perspective on the match incidents. Additionally, external integrity monitoring services offer specialised expertise in match action analysis.

In cases where the person subject to investigation is a referee, FIFA Integrity can also facilitate contact with the FIFA Refereeing Subdivision for an analysis of the referee's performance during the match being investigated.

Upon receipt of the analysis, the integrity expert will then identify if the suspicious incidents identified by the expert correspond with the betting analysis.

Request FIFA Integrity to procure an expert performance analysis from FIFA's High Performance Programme Department.



Procure an expert performance analysis from external analytics providers.



Compile and record all the information received from the experts.



Conduct own analysis to identify if the suspicious incidents identified by the expert correspond with the betting analysis.





# Identify and record miscellaneous information

Miscellaneous information includes, for instance, suspicious history or intel involving the person or team being investigated.

The appointed integrity expert may also identify, compile and analyse other miscellaneous forms of indirect evidence. Essentially, any type of evidence that is relevant to the case may be produced. This includes audio and video recordings, as well as email, text message and letters and must first be verified as to their legitimacy.

Open-source intelligence (OSINT) is another type of information that can be used as evidence. If needed, the appointed integrity expert may request that the integrity unit procure OSINT reports from integrity intelligence service providers. OSINT reports typically also include information on the relationship between known match-fixers and the person/team being investigated.

The appointed integrity expert may also identify any suspicious history of the team/individual under investigation as supplementary evidence. This is to highlight the consistent and sustained involvement in suspicious activities.



Compile and record, if any, materials whose legitimacy has been verified, such as audio and video recordings, emails, text messages, letters and other types of communications.



Conduct an OSINT investigation. If deemed necessary, request FIFA Integrity to procure the services of integrity intelligence service providers such as Sportradar and Genius Sports.



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# Conduct interview with persons deemed to be potentially complicit in the match manipulation

Upon identifying persons of interest in an investigation, the appointed integrity expert may conduct an interrogative interview with them, similar to a witness interview. This includes arranging a qualified interpreter, where necessary.

> Facilitate the organisation of an interview session, including inviting the interviewees and making other relevant logistical arrangements.



Prepare an interview plan ahead of the meeting.



Prior to the interview session, request the interviewees' permission to record the session.



Share the recording of the interview session with the integrity unit and request for it to be transcribed. Transcription is important for future reference in potential proceedings.



Should interpretation be needed for the interview session, procure the services of a qualified interpreter.



Analyse the statements made by the interviewee and record any disclosure.

Record the attendance/non-attendance of the invited interviewee. A no-show needs to be assessed in the context of the duty to collaborate (cf. art. 12 par. 2 of the FIFA Disciplinary Code (Duty to Collaborate)).





#### 4.3 PRELIMINARY INVESTIGATION FINAL REPORT

#### Α What is a final report?

A final report is the main investigation report that the integrity officer and/or the person responsible at your MA submits to the relevant body within your MA to serve as a basis for the opening of formal proceedings or the provisional archiving of the case.

# **B** What are the main objectives of a final report?

- To inform the relevant body within your MA about the results of the preliminary investigation.
- To provide an accurate summary of the facts and the available means of evidence.
- To keep a written record of the findings of the preliminary investigation.



# C How to draft a final report

- · Establish a clear timeline of events: if several matches or incidents, analyse each match or event separately (generally proceed in chronological order).
- If deemed appropriate, it is preferable to have a separate report for each individual potentially involved in match manipulation.
- Each point or argument in the report should appropriately reference the source of the information: use a reference for each statement or fact you seek to establish.
- · At the preliminary investigation stage, all statements or findings are still allegations, and all individuals mentioned are to be presumed innocent. Be cautious and avoid potentially making false claims, use adverbs like "allegedly" or "reportedly".
- Draft the report in a concise, factual and professional informative manner.
- · Classify the document in accordance with the confidentiality rules of your association.

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# What should be included in a final report?

- It should clearly identify the individuals or entities under investigation (e.g. full names, dates of birth, licence registrations, contact details, etc.).
- It should contain detailed records of all actions undertaken during the preliminary investigation stage (interviews, official correspondence exchanged, etc.).
- It should document the facts.
- It should analyse the elements of proof available and those collected during the investigation (see types of evidence in Section 4.3).
- It should contain a preliminary assessment of all possible provisions that have potentially been breached.
- It should make final recommendations on further action based on the findings of the preliminary investigation (e.g. the opening of formal proceedings, the provisional archiving of the case or a recommendation to investigate further).

# Is your MA interested in having a template for a preliminary investigation final report?

If it is, please contact FIFA Integrity for guidance in the drafting and structuring of a final report template.

# E Next steps – adjudicatory phase

Once a preliminary investigation report has been drafted and submitted to the competent independent judicial body of an MA, the process enters the next phase. Formal disciplinary proceedings are opened. The following guiding principles should apply to the adjudicatory phase, which are further detailed in the next chapter:

- everything that is disclosed to the judicial body in connection with the proceedings must remain confidential;
- any type of evidence may be produced;
- the body has absolute discretion when assessing the evidence;
- the parties are free to choose their own representation, including their legal representation;
- the parties must collaborate to establish the facts and comply with requests for information from the judicial body;
- the proceedings must guarantee the protection of anonymous witnesses, where that person's testimony could lead to them being threatened or putting them or any person close to them in physical danger;
- the parties must be heard before any decision is passed;
- the judicial body must hand down its decisions entirely independently and may not receive instruction from any other body;







- a. the composition of the committee;
- b. the names of the parties;
- c. a summary of the facts;
- d. the grounds of the decision;
- e. the provisions on which the decision was based;
- f. the terms of the decision; and
- g. the notice of the channels for appeal.

An appeal may be lodged before an Appeal Committee against any decision passed by the judicial body.



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WHAT TO KNOW Adjudicating on integrity-related offences

# 5.1 INTEGRITY-RELATED DISCIPLINARY PROCEEDINGS

As highlighted in section 1.5, provisions regarding integrity violations must be included in the relevant regulatory framework of the MA and must be adjudicated on by the competent judicial body/authority.

It should be noted that an MA must adapt their disciplinary provisions to the general principles of the FIFA Disciplinary Code in order to ensure harmonised disciplinary measures.

Processing and sanctioning match-fixing offences in the correct legal fashion is as important as conducting the necessary investigations. To do so, an independent and impartial adjudicatory system must ensure that an accused party enjoys the right to fair proceedings, including but not limited to the right to be heard, the right to produce and examine evidence, the right to a motivated decision and the right to appeal.





# 5.2 BASIC PROCEDURAL PRINCIPLES

# 5.2.1 INDEPENDENCE AND IMPARTIALITY

Independence and impartiality are cornerstones of a reputable judicial body. This means that the members of a judicial body must be impartial and not subject to conflicts of interest that could jeopardise disciplinary proceedings and the proper sanctioning of infringements.

A deciding member of a judicial body may not decide on a matter where there are legitimate grounds for questioning their independence or impartiality and/or if there is a conflict of interest. They must disclose any circumstance that may give rise to any such ground.<sup>7</sup> Equally, a party is entitled to challenge a deciding member where there are legitimate doubts about their independence or impartiality.

In general, a conflict of interest arises if the ability of a deciding member to exercise proper judgement is at risk of being affected by a personal interest or by a competing duty. In other words, a situation arises where the deciding member cannot properly evaluate the weight to be given to the relevant considerations on which the decision is based.

Examples of situations that can jeopardise the independence or impartiality of a deciding member include:

- Familial relationship: if they have a familial relationship with one of the attorneys involved in the case, or to one of the parties.
- Financial interest: if they have a possible financial interest in the outcome of the case.
- Personal connection: if they have a personal connection to one of the parties involved.

In football, due to the nature of the game and the necessity to safeguard integrity, it is also fundamental to consider additional factors that might not be apparent at first. These include:

- Other duties: if a deciding member serves in any other function related to one of the parties in the proceedings or a third party that would benefit from a particular outcome of the proceedings.
- Sporting interest: if a deciding member has a possible sporting interest in the outcome of the case.

Rules regarding independence and impartiality, as well as the functioning of challenges, must be included in the relevant MA's legal framework.

It goes without saying that deciding members must ensure that all information disclosed to them while performing their duties remains confidential (including the facts of the case, the contents of the deliberations and the decisions taken). For transparency and integrity reasons, especially in connection with safeguarding the integrity of a competition, the opening of proceedings as well as any decisions that have already been notified to the respective addressees may be made public.

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7 FDC, art. 32 par.1.
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# 5.2.2 BURDEN OF PROOF

The burden of proof regarding disciplinary infringements rests on the MA, or the authority to which it has delegated the powers to prosecute those infringements.<sup>8</sup> In other words, the MA (or its authorised agent) must prove that the integrity-related infringement took place. The relevant evidence and assessment in this respect is further explained below.

Notwithstanding the above, any party claiming a right on the basis of an alleged fact carries the burden of proof of this fact. During the proceedings, the party must submit all relevant facts and evidence of which they are aware at that time, or of which they should have been aware by exercising due care.

This effectively means that while the MA must prove that a party has committed a disciplinary violation, the burden to prove facts alleged by a party rests with them. It is therefore advisable that within the framework of an MA, facts contained in match officials' reports and in any additional reports or correspondence submitted by the match officials are presumed to be accurate. Proof of their inaccuracy may be provided.<sup>9</sup> This is because match officials are first-hand witnesses, and their testimony, laid down in their reports, is more often than not material to the outcome of a case.

# 5.2.3 LIMITATION PERIOD FOR PROSECUTION

Time limits provide legal certainty. If such limits did not exist, an individual (or club/association) could have an offence hanging over them indefinitely, not knowing if they were going to be prosecuted.

At the same time, evidence may deteriorate or become less reliable as time goes by. For instance, witnesses may no longer be available, or their memory of the events may be affected. Time limits help ensure that cases are prosecuted while the evidence is still fresh, and it can also promote efficiency by encouraging the prompt investigation and prosecution of offences.

As such, time limits are a way to ensure fairness, as a party has a fair chance to defend themselves. This is connected to their right to fair proceedings.

The regulatory framework of the concerned MA must therefore establish a limitation period for prosecution of match-fixing offences. Such period cannot be so short as to prevent infringements from being prosecuted. As a benchmark, the FIFA Disciplinary Code establishes a limitation period of ten years for match-fixing offences.<sup>10</sup>

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<sup>8</sup> In some jurisdictions, disciplinary charges are put forward by a body that is not the administration/secretariat of the member association.

<sup>9</sup> FDC, art. 40.

<sup>10</sup> FDC, art. 10 par. 1.

#### 5.2.4 **RIGHT TO BE HEARD**

The right to be heard is a fundamental principle of law, encapsulated in the legal term "audi alteram" partem". This principle means that every party has the right to make representations before any decision is taken that might affect their rights, interests or legitimate expectations.

In the context of disciplinary proceedings, this principle requires that a party accused of an offence be given an opportunity to defend themselves before a properly constituted disciplinary tribunal. To comply with this requirement, the party must be notified about the allegation of wrongdoing, along with the directives on how to respond, including the relevant deadlines, all of which must be communicated in a timely manner and in writing.

If a party is served with the notification to attend disciplinary proceedings but decides not to attend, said party is taken to have waived their right to be heard. The right to be heard is not an absolute immutable rule of law. It can be waived or forfeited by the party concerned but cannot be overruled by the judicial body; in other words, a party must always be granted a chance to make representation.



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# 5.2.5 RIGHT TO EXAMINE AND PRODUCE EVIDENCE

The right to examine evidence in disciplinary proceedings is also an important aspect of the principle of fair proceedings and is also part of a party's right to be heard. This right includes the ability to cross-examine witnesses and review the evidence being used against them. For instance:

- Examination of the case file: a party is entitled to receive a copy of the case file and examine it before submitting its position on the alleged offences.
- Scientific evidence: when the questions put to the deciding authority are complex, the right to a fair trial means that the party must be awarded time to read the material and to test its authenticity and evaluate its probative value.
- Cross-examination of witnesses: generally, a party has the right to cross-examine witnesses in proceedings.

However, there are limitations to these rights. For instance, the legal framework may provide exceptions for hearsay evidence, the protection of vulnerable witnesses and the protection of privileged information; it may also permit the use of redacted evidence for security or confidentiality reasons.

The right to produce evidence in disciplinary proceedings is another crucial aspect of the right to fair proceedings. This right allows the party facing the disciplinary action to present their own evidence together with their statement of defence. Examples include:

- Documents
- Expert reports
- Witness testimony
- Written statements
- Audio or video recordings
- Photographs
- Digital evidence<sup>11</sup>
- Scientific findings

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<sup>11</sup> This includes both data and the media storing the data, such as emails, text messages and social media posts.

#### 5.3 MANAGING PROCEEDINGS

#### 5.3.1 THE SECRETARIAT

Handling complex match-fixing cases is a task that must be performed with care and diligence. This task usually falls to the secretariat of the concerned judicial body or the administration of the MA.

The secretariat is thus tasked with providing the necessary support, infrastructure and staff to the judicial bodies. These bodies may also be assisted by legal counsel or experts as needed. The secretariat is responsible for handling the administrative work, which can also include writing decisions taken by the relevant body, exchanging correspondence with parties, keeping records or minutes of the meetings, coordinating the logistical aspects of hearings, and in general managing the case files.

In this regard, the secretariat oversees the case files. All decisions and the relevant files must be kept for a minimum period, which in the case of the FIFA judicial bodies is ten years.<sup>12</sup>

Depending on the legal framework, the secretariat is also tasked with conducting necessary investigations ex officio. This is the case for the secretariat of the FIFA judicial bodies.<sup>13</sup>

#### 5.3.2 **COMMUNICATIONS AND CASE FILES**

Proper communication with the parties about disciplinary proceedings is essential. This includes making sure that parties are properly summoned to proceedings and receive all necessary communications from the judicial body, including the decisions of that body.

To ensure proper communication, MAs are strongly encouraged to use adequate electronic tools when conducting their proceedings. As a reference, since 1 May 2023 all proceedings related to the FIFA judicial bodies are handled via the FIFA Legal Portal, a dedicated platform.

By the same token, MAs have to ensure that, for their records, clubs and other affiliated entities keep their contact details (including their address, telephone number and email address) up to date.

Naturally, keeping a proper record of the contact details of natural persons (officials, players and coaches) is not always a straightforward task. Given the nature of football, it is therefore advised that decisions and other documents intended for players, clubs and officials are addressed to the (regional) association or club concerned, who then have the obligation to forward the documents to the relevant parties.



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<sup>12</sup> FDC, art. 35 par. 3.

<sup>13</sup> FDC, art. 35 par. 5

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#### 5.3.3 **HEARINGS**

Subject to the particularities of each jurisdiction, disciplinary proceedings are conducted in general without oral statements: the deciding authority rules on the basis of the file. The FIFA judicial bodies do it this way, for instance.14

This is, however, only a general approach and there are instances where a hearing may be necessary. If that is the case, all the parties should be summoned accordingly. The MA must ensure that rules regarding hearings are included in their national framework.

As the hearings occur within the context of proceedings before the FIFA judicial bodies, they might take place at the motivated request of one of the parties or at the discretion of the chairperson, the deputy chairperson, or the competent single judge.<sup>15</sup> However, if one or all parties fail to appear at the hearing, decisions can still be handed down.

Hearings should be recorded and archived for a reasonable period in compliance with the local legal framework. In the case of the hearings held in proceedings before the FIFA judicial bodies, recordings are kept for five years, after which they are destroyed.<sup>16</sup>

Hearings as part of proceedings before the FIFA judicial bodies are not open to the public, except in cases of anti-doping rule violations by individuals if duly requested by the defendant and approved by the chairperson of the relevant judicial body or their nominee. In cases of match manipulation, the relevant chairperson or their nominee will decide whether a hearing is open to the public. The chairperson or their nominee decides at their discretion if and under what conditions a public hearing may take place.<sup>17</sup>

14 FDC, art. 53 par. 1. 15 FDC, art. 53 par. 2. 16 FDC, art. 53 par. 4. 17 FDC, art. 53 par. 7.



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#### 5.3.4 **PROTECTED TESTIMONY**

As explained earlier, witness statements are important means of proof in disciplinary cases. However, there are instances when giving testimony might put a person in jeopardy, or could lead to threats to them, or put them or any person close to them in physical danger. To that end, a witness may be able to give protected testimony to keep them safe.

A few measures can be undertaken to protect the witness's identity. These are usually ordered by the authority presiding over the proceedings and can include:

- the person not being identified in the presence of the parties;
- the person not appearing at the hearing;
- the person's voice being distorted;
- the person being questioned outside the hearing room;
- the person being questioned in writing;
- all or some of the information that could be used to identify the person being included only in a separate, confidential case file.

To ensure their safety, persons granted anonymity must be identified behind closed doors in the absence of the parties. This identification must be conducted by the members of the competent judicial body present and be recorded in minutes containing the relevant person's personal details. These minutes may not, however, be communicated to the parties; instead, they will receive a notice confirming that the person concerned has been formally identified but does not contain any details that could be used to identify such person.<sup>18</sup>





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# 5.4 STANDARD OF PROOF

*Comfortable satisfaction lies between the standards of "balance of probability" and "beyond reasonable doubt".* 

This section discusses the standard of proof that will be applied in ethics and/or disciplinary proceedings when dealing with integrity-related cases before a judicial body of an MA or the Court of Arbitration for Sport (CAS).

# A What is the standard of proof?

The standard of proof is the level of certainty and the degree of evidence necessary to establish proof in criminal or civil proceedings.

In general, each MA can decide the standard of proof it applies in match manipulation proceedings, subject to national and/or international legislation.<sup>19</sup> If there is no specific indication of the applicable standard of proof in the MA's regulations nor agreement between the parties during the proceedings, CAS will apply the standard of "comfortable satisfaction".<sup>20</sup>

Unless otherwise stipulated in the relevant regulations, sports governing bodies and MAs must establish the relevant facts "to the comfortable satisfaction of the Court having in mind the seriousness of allegation which is made".<sup>21</sup>





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100%

(Level of proof)

50%

# What is the standard of comfortable satisfaction?

The standard of comfortable satisfaction has been defined as being greater than the mere standard of "balance of probability" but less than the criminal standard of proof of "beyond reasonable doubt".<sup>22</sup>

# **BEYOND REASONABLE DOUBT**

No other logical explanation can be derived from the facts except that the defendant committed the crime, thereby overcoming the presumption that a person is innocent until proven guilty.



Being greater than the mere standard of "balance of probability" but less than the criminal standard of proof of "beyond reasonable doubt".

# BALANCE OF PROBABILITY/PREPONDERANCE OF EVIDENCE

The case that is the more probable should succeed.

FIFA recommends that every MA apply the standard of comfortable satisfaction in match manipulation, disciplinary and/or ethics proceedings and stipulate the standard in its regulations accordingly.

For more details on CAS statements on the standard of proof in match manipulation cases, please refer to Annexe 5.7.



22 CAS 2014/A/3562 Josip Simunic v. FIFA.



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The reason for applying the standard of comfortable satisfaction is in line with the established jurisprudence of CAS that:

- The standard of comfortable satisfaction has been consistently upheld in CAS jurisprudence regarding match-fixing cases and has been defined as being greater than a mere balance of probability but less than proof beyond a reasonable doubt.<sup>23</sup>
- CAS jurisprudence clearly established that to reach this comfortable satisfaction, the Panel should have in mind "the seriousness of the allegation which is made".<sup>24</sup>
- It follows from the above that this standard of proof is a kind of sliding scale, based on the allegations at stake: the more serious the allegation and its consequences, the higher the certainty (level of proof) of the panel would need to be to be "comfortably satisfied".<sup>25</sup>

### and

- "[T]aking into account the nature of the conduct in question and the paramount importance of fighting corruption of any kind in sport, and
- also considering the nature and restricted powers of the investigation authorities of the governing bodies of sport as compared to national formal interrogation authorities,
- the Panel is of the opinion that cases of match-fixing should be dealt in line with the CAS constant jurisprudence on disciplinary doping cases ... having in mind the seriousness of allegation which is made."<sup>26</sup>

The independent Disciplinary Committee applies the standard of comfortable satisfaction (art. 39 par. **3 of the FIFA Disciplinary Code (FDC), 2023** edition).

In practical terms, the standard of "personal conviction" is not fundamentally different to the standard of comfortable satisfaction that is also applied by CAS panels in match manipulation proceedings.

<sup>26</sup> CAS 2010/A/2172 Oriekhov v. UEFA; CAS 2009/A/1920 FK Pobeda v. UEFA; CAS 2005/A/908 World Anti-Doping Agency (WADA) v. Coetzee Wium.





<sup>23</sup> Paragraphs 131 and 132 of CAS 2014/A/3625; CAS 2009/A/1920; CAS 2013/A/3258; CAS 2010/A/2172.

<sup>24</sup> CAS 2016/A/4650 Klubi Sportiv Skenderbeu v. Union Européenne de Football Association (UEFA), paragraph 132 of CAS 2014/A/3625, CAS 2005/A/908, CAS 2009/A/1902.

<sup>25</sup> CAS 2014/A/3625 Sivasspor Kulübü v. UEFA.

# 5.5 TYPES OF EVIDENCE

## Any type of evidence may be produced.

This section explains the types of evidence that are admissible in ethics and/or disciplinary proceedings before a judicial body of an MA or CAS. Any type of proof that is relevant to the case may be produced in disciplinary investigations (cf. art. 39 par. 1 of the FIFA Disciplinary Code (FDC), 2023 edition).

# A

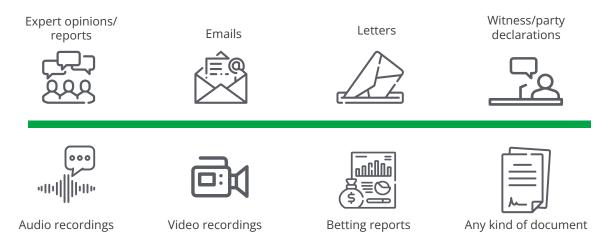
# Direct evidence

MAs can produce direct evidence that can consist of evidence directly related to the fact in dispute (e.g. evidence of a witness who testifies to the truth of the fact to be proven, evidence directly related to the person under investigation, etc.).

# B Indirect evidence

Indirect evidence is also admissible if it meets the standard of proof of comfortable satisfaction. Direct evidence is not always necessary provided that the indirect evidence meets the standard of comfortable satisfaction (cf. art. 39 par. 3 of the FDC, 2023 edition).

Below you will find an overview of types of indirect evidence that can be produced in ethics and disciplinary proceedings in regard to match manipulation and integrity-related corruption:<sup>27</sup>



In proceedings before the judicial bodies of an MA, the competent body has absolute discretion regarding the evaluation of evidence (cf. art. 39 par. 2 of the FDC, 2023 edition). In practice, this means that such bodies may:

- freely decide the evidentiary weight of any evidence on record without being bound by any predefined distinction between the kinds of evidence; and
- freely deliberate between contradictory elements of evidence in their decision-making process.



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<sup>27</sup> This list is non-exhaustive.

# 5.6 BETTING REPORTS

The analysis of a performance that deviates from an expected betting pattern can be enough evidence to prove that someone has committed match manipulation.





# A What should an MA know about betting reports?

- Betting reports are one of the most important elements of indirect evidence in match manipulation investigations and proceedings.
- It is common in match manipulation cases for the betting report to be used at the beginning of an investigation when the respective MA is not in possession of any direct evidence.
- The betting report detects and highlights irregular betting movements, both pre-match and in-game, by monitored betting operators, as well as providing match-specific information (e.g. the current form of the teams involved, on-pitch action, and players' and match officials' data).
- FIFA will inform the relevant MA if a match within its jurisdiction has been identified as exhibiting suspicious betting patterns that are indicative of match manipulation. At the MA's request, FIFA may request an extended betting report on the matter and subsequently share it with the MA for use in its investigation.

# Are betting reports sufficient to prove that a football match has been manipulated?

- Irregular odds movements detected by a monitoring system alone may not be sufficient to prove match manipulation. Equally, football matches may have been manipulated without irregular odds movements being detected by the monitoring system.
- According to CAS, the analytical information derived from a betting report is not enough on its own to prove that a football match has been manipulated.<sup>28</sup>
- The analytical information needs to be supported by other, different and external elements pointing in the same direction.<sup>29</sup> Examples of such external elements are suspicious actions on the pitch (e.g. underperformance).
- A link between the deviation in the betting patterns and the external elements, such as suspicious actions on the field of play, should be established,<sup>30</sup> for example if the timing of the suspicious actions on the pitch exactly coincides with the observed deviations in the betting patterns.
- The analysis of suspicious actions in connection with the deviation from an expected betting pattern can be enough to prove that someone has committed match manipulation.<sup>31</sup>





<sup>28</sup> Paragraph 85 of CAS 2016/A/4650 Skenderbeu v. UEFA.

<sup>29</sup> Paragraph 86 of CAS 2016/A/4650 Skenderbeu v. UEFA.

<sup>30</sup> Paragraph 100 of CAS 2016/A/4650 Skenderbeu v. UEFA; paragraphs 83 and 84 of CAS 2017/A/5173 Joseph Odartei Lamptey v. FIFA.

<sup>31</sup> CAS 2017/A/5173 Joseph Odartei Lamptey v. FIFA; CAS 2016/A/4650 Skenderbeu v. UEFA.

# 5.7 DECISIONS AND APPEALS

# 5.7.1 ADJUDICATION AND THE RIGHT TO A MOTIVATED DECISION

The right to a motivated decision is also an essential part of fair proceedings. It means that the deciding body, such as the disciplinary tribunal, should provide clear and comprehensive reasons for its decision. A sound decision includes some of the following key aspects:

- The deciding body should explain the reasoning that led to the decision. This includes how the evidence was assessed, the legal principles that were applied, and how these factors led to the final decision.
- A motivated decision includes a summary of the facts, the infringed article(s), the considerations relevant to the potential breach of the relevant framework, and the criteria used to determine the possible sanction. It does not need to include every single contention.
- Providing a motivated decision promotes transparency and allows the party to understand why a particular decision was made. It also enables the party to effectively appeal the decision if they believe it was unjust.
- A motivated decision is crucial for any potential review or appeal process. It allows a reviewing body to understand the reasoning behind the decision and assess whether it was fair and just.

By way of example, decisions rendered by the FIFA judicial bodies are passed either by a single judge or by a simple majority of the members present. In the event of a tie, the chairperson has the casting vote.<sup>32</sup> There are various ways in which decisions can be reached, including through personal meetings, telephone conferences, video conferences, or any other similar method.<sup>33</sup> The relevant legal framework should define how adjudication takes place because this ensures legal certainty.

In FIFA's case, its judicial bodies issue the terms of decisions without grounds.<sup>34</sup> Only these terms are notified to the parties, who are then informed that they have ten days from that notification to request a motivated decision in writing. If such a request is not made, the decision becomes final and binding, and the parties are deemed to have waived their right to lodge an appeal.

<sup>34</sup> Per art. 54 par. 7 FDC, doping-related decisions are issued with grounds. In cases of urgency or under any other special circumstances, the relevant judicial body may notify the party of only the terms of the decision, which become immediately applicable.





<sup>32</sup> FDC, art. 54 par. 1.

<sup>33</sup> FDC, art. 54 par. 2.

# 5.7.2 RIGHT TO APPEAL AND STANDING TO APPEAL

The right to appeal is equally a cornerstone of fair proceedings. It allows a party to challenge a decision that has been made against them. The rights ensured to a party at first instance shall be respected also during appeal proceedings.

There may be instances, however, where an appeal cannot be lodged. The FIFA Disciplinary Code for instance establishes that if the sanction issued is a warning, a reprimand, a suspension of up to two matches or of up to two months,<sup>35</sup> or a fine of up to CHF 15,000 imposed on an association or a club or of up to CHF 7,500 in other cases, no appeal can be filed.<sup>36</sup>

In this context and the FIFA Disciplinary Code, the appeal does not have a suspensive effect except with regard to orders to pay a sum of money. The chairperson, the deputy chairperson or, in their absence, the longest-serving member available, may, on receipt of a reasoned request, award a stay of execution.<sup>37</sup> It is advisable to MAs to establish in their legal framework the effects of an appeal to ensure legal certainty.

Anyone who has been a party to the proceedings may lodge an appeal, provided this party has a legally protected interest in filing the appeal. Due to the nature of football, associations and clubs may appeal against decisions sanctioning their players, officials or members.

# 5.7.3 PUBLICATION OF DECISIONS

FIFA is committed to promoting transparency and full disclosure in relation to the activities of its independent judicial bodies. Effective and transparent governance and management practices are critical for ensuring the accountability of key stakeholders for actions and decisions taken. For this reason, FIFA publishes the decisions of its judicial bodies. However, if the decisions contain confidential information, FIFA may decide, *ex officio* at the request of a party, to publish an anonymised or a redacted version.

FIFA's statutory objective is to improve the game constantly and promote it globally. Publishing decisions helps to enhance the football development landscape by providing clear guidelines and precedents. FIFA advocates that these principles are shared by MAs who should adopt similar guidelines on the publication of decisions of their judicial bodies.

<sup>37</sup> FDC, art. 65 par. 2.





<sup>35</sup> Except for doping-related decisions.

<sup>36</sup> Per DRC, art. 61 par.1 as well as decisions concerning the enforcement of decisions made by FIFA, its subsidiaries, and the Court of Arbitration for Sport in line with art. 21 of the FDC.

# 5.8 WORLDWIDE SANCTIONS



# A Why apply for worldwide sanctions?

Once the judicial body of your MA has passed a decision on the unlawful influencing of match results by an individual in accordance with internal regulations and procedures, your MA can apply to FIFA for the sanctions to be extended to have worldwide effect. This is particularly relevant for decisions carrying a ban from all football-related activities for a given period as it increases the weight of such bans.

# B How to apply for worldwide sanctions

To apply to FIFA for sanctions to have worldwide effect, your MA needs to submit the following documentation and material to FIFA via the FIFA Legal Portal (<u>https://legalportal.fifa.com/home</u>):

- An official request for the extension of the sanctions (see Annexe 5.9 for a template)
- A copy of the decision translated into an official FIFA language (English, French or Spanish), if required
- The complete and accurate personal details of the person who has been sanctioned (i.e. their full name, address, association, club, nationality and date of birth)
- A document stating the infringement committed by the sanctioned person (letter citing/charging the person)
- Proof that the right to be heard of the individual was duly respected in accordance with established standards
- Proof that the person under investigation has been duly notified of the decision, and of the document citing/charging them (confirmation by fax, post or email)

Note: An appeal may be lodged in accordance with the applicable appeal regulations and procedures established within your MA. The applicable FIFA provisions regarding the extension of sanctions to have a worldwide effect can be found in article 70 of the 2023 edition of the FIFA Disciplinary Code.



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# 5.9 CASE STUDIES

A person's involvement in match manipulation can have serious consequences.

# A The case of a match official (international FIFA referee)

The decisions of the Disciplinary Committee and the Ethics Committee, which are a result of preliminary investigations conducted by FIFA Integrity, may be appealed before the FIFA Appeal Committee.<sup>38</sup> Furthermore, appeals against final decisions passed by FIFA's judicial bodies (including the Disciplinary, Ethics and Appeal Committees) may be lodged before CAS.<sup>39</sup> Finally, since the seat of CAS is in Lausanne, Switzerland, the Swiss Federal Tribunal is the competent court to hear actions to set aside CAS awards.<sup>40</sup>

## **Case background**

The referee officiated a match in the preliminary competition of the 2018 FIFA World Cup Russia<sup>™</sup>. The final score of the match was 2-1. The first goal was scored by Team A in the 43<sup>rd</sup> minute of the match after a penalty was awarded by the referee because of a deliberate handball seemingly committed by a player of Team B. The rest of the match was described as relatively uneventful.

## **Evidence of match manipulation**

## Irregular live betting movements and activities:

Shortly after the match, five different and internationally renowned betting monitoring companies independently and simultaneously reported to FIFA that irregular betting activities had taken place during the match, all of which were indicative of match manipulation.

All reports reached the conclusion that during the first half of the match, there were movements of betting activities for the "overs"<sup>41</sup> betting market on the so-called "totals"<sup>42</sup> live betting market that significantly deviated from the usual, mathematically calculated market developments. Therefore, all five betting operators deemed the betting activities witnessed during the match to be highly irregular and indicative of match manipulation, concluding that bettors had held prior knowledge of the total number of goals that would be scored during the match (at least two goals to be scored in total).

# Quote from CAS award:

"The Panel is convinced by the concurring opinion of a number of experts, who rendered declarations in this arbitration, and find it extremely meaningful that a number of entities active on the betting markets immediately (i.e., soon after the Match) and spontaneously detected the irregular betting patterns and raised concerns as to the integrity of the match. It is on the other hand obvious even to the non-expert that the live betting market for Totals is affected by the lapse of the playing time:

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<sup>38</sup> Article 53 of the FIFA Statutes (2022 edition); article 60 of the FDC (2023 edition).

<sup>39</sup> Article 56 et seq. of the FIFA Statutes 2023; article 52 of the FDC (2023 edition).

<sup>40</sup> Article 191 of the Swiss Private International Law Act (PILA).

<sup>41 &</sup>quot;Over": the bettor might speculate for "over" 2.5 goals. This means that if three, four, five, six or more goals are scored in the match, the bet is successful. However, zero, one or two goals means that the bet is unsuccessful.

<sup>42 &</sup>quot;Totals": is a market where bets are placed on the total number of goals scored in a game. A line is offered by bookmakers, and bettors may speculate for "over" or "under" the given line. In live markets, the live Totals lines change throughout the match. For instance, if a goal has been scored, the line (on which bettors speculate the match will finish under or over) must increase.

the shorter the playing time, the lower the probability of any number of goals to be scored. In other words, with respect to 'overs' (...), it is obvious that the probability of a win decreases (and therefore odds increase) as the playing time runs and no goal is scored."<sup>43</sup>

### Sporting and referee performance analysis:

Following the reports highlighting the irregular betting activities, a sporting analysis of the match was also conducted. The analysis confirmed that the referee had clearly taken two wrong refereeing decisions, which had led to two goals being scored by Team A at the end of the first half: the penalty was awarded to Team A for a handball that clearly did not happen; and the referee failed to stop a quick restart by Team A that led to a second goal being scored in the 45<sup>th</sup> minute.

## Quote from CAS award:

"The Referee himself now admits that the Field Decisions were mistakes: (...) only submits that they were 'innocent' mistakes which find some justification. The Panel, however, cannot accept the Referee's devaluation of his mistakes. The images reviewed by the Panel, in fact, clearly show that both Field Decisions were directly taken by the Referee. In particular, the Penalty Decision was taken within a couple of seconds, leaving no time for the communications with Assistant Referee 1 (...), and are inexplicable for an expert referee. With respect to the decision to allow the Quick Restart, the Panel cannot agree with the Referee's justification that the Quick Restart occurred out of his control: indeed, the failure to control the restart of the playing action appears to be the mistake more than its justification; and the images of the Match show that initially the Referee was about to blow his whistle and stop the restart, but then decided to let the action continue. (...) the Panel notes that the refereeing department of FIFA, (...), confirmed, inter alia, that it is 'unusual' for a FIFA elite referee to make two wrongful decisions in such a short time period."<sup>44</sup>

## Reasoning

It was established by the Panel that the suspicious betting activities reached their climax precisely when the referee took the incorrect decisions between the 40<sup>th</sup> minute and the end of the first half of the match. When the second goal was scored, the betting market appeared to be satisfied, causing the live betting odds to return to the expected figures, because the expectation of at least two goals being scored in the match had been fully met. This proved that there was a clear correlation between the irregular betting activities and the wrong decisions taken by the referee.

## Quote from CAS award:

"As a result, the Panel finds that the deviation from the expected, ordinary movement in the odds on 'overs' in the Match, contradicting the mathematical model, is a decisive sign that bettors had some information that the mathematical model did not have and expected that at least two goals be scored irrespective of the lapse of time. In addition, the Panel finds it remarkable, (...), that the Match was uneventful up to the moment the Field Decisions were taken, that the deviation from the ordinary betting pattern occurred prior to those Field Decisions and that after that moment the market appeared to be satisfied, because its expectations had been met."<sup>45</sup>





<sup>43</sup> See paragraph 80 of CAS 2017/A/5173, jurisprudence.tas-cas.org/Shared Documents/5173.pdf.

<sup>44</sup> See paragraph 79 of CAS 2017/A/5173.

<sup>45</sup> See paragraph 83 of CAS 2017/A/5173.

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# Ruling

It was ruled by the Panel that the referee had intentionally taken two wrong decisions with the sole purpose of enabling a specific number of goals to be scored, which would make the pertinent bets successful, thus **clearly unlawfully influencing the result of the match**.

The referee received a **lifetime ban from all football-related activities**, a sanction that was later deemed proportional and appropriate by CAS.

## Quote from CAS award:

"The Panel (...) is persuaded that the Referee, by his Field Decisions, influenced the result of the Match in a manner contrary to sporting ethics. It is in fact obvious that any decision taken by a referee, whether correct or not, de facto may influence the result of the match he officiates. However, the fact that wrong decisions were intentionally taken is in itself 'contrary to sporting ethics'. This conclusion, in addition, is reinforced by the obvious link between the wrong Field Decisions, deliberately taken, and the deviation from normality in betting patterns for the live Total market. Such link shows that the Field Decisions were taken to influence the Match in a manner contrary to sporting ethics as they appear dictated by purposes contradicting the principles of fair play and compliance with the rules which are at the basis of sporting activities."<sup>46</sup>

# B The case of a legal person sanctioned for the conduct of its staff

# Case background

A series of matches in the top-tier league of an MA's domestic league came under scrutiny following repeated instances of suspected match manipulation between 2018 and 2020. Investigations by FIFA Integrity revealed that individuals associated with a particular club were responsible for the manipulation. Consequently, the club was found to be liable for the actions of its members in this case.

Notably, the case marked a significant milestone following the amendments to the FIFA Disciplinary Code, as it was the first time that a legal entity had been held liable by a FIFA judicial body for the conduct of its members in relation to match manipulation. The FIFA Disciplinary Committee determined that the club had violated both article 8 and article 18 of the FIFA Disciplinary Code (2019 edition).

# **FIFA Integrity investigation**

The FIFA Integrity investigation into the matter was centred on the potential violation of FIFA regulations by the club in connection with two matches played in the aforementioned top-tier league. FIFA Integrity received reports from three different companies specialised in sports integrity services, including companies specialised in the monitoring of sports betting worldwide, which deemed that match 1 and match 2 were suspicious and had possibly been manipulated as suspicious movements on the betting market were detected. The betting evidence seemed to indicate that the bettors had held prior knowledge of the club losing the matches. This was also supported by the fact that some bookmakers had removed all their markets or some of their markets during matches 1 and 2.





<sup>46</sup> See paragraph 85 of CAS 2017/A/5173.

In addition to the above, FIFA Integrity also received reports from the above-mentioned companies in which they identified a high number of defensive errors and alleged incidents of underperformance by players of the club.

FIFA Integrity also obtained an affidavit from the then coach of the club, describing the alleged involvement of various players in match manipulation over the course of the 2018-2019 and 2019-2020 seasons of the said top-tier league.

## **Reasoning and sanction**

One of the main points in the FIFA Disciplinary Committee's decision on this matter revolved around whether the club can be held accountable for the alleged misconduct of its players, particularly in cases of match manipulation. The FIFA Disciplinary Committee referred to article 8 paragraph 1 and article 18 paragraph 2 of the FDC (2019 edition), which establish a strict liability rule, stating that clubs or associations can be held liable for the behaviour of their players and officials, even if the club or association itself is not found to be negligent. This means that if players from a club were involved in match manipulation, the club could be held liable for their actions.

The FIFA Disciplinary Committee also cited a relevant CAS award involving another club, KS Skënderbeu, and UEFA. CAS ruled that the strict liability of a club can be established without the need to identify a specific perpetrator, as long as the offence was committed by an individual under the club's umbrella, such as by its members, officials, supporters or players. This approach was also confirmed by the Swiss Federal Tribunal.

Although the case in question did not pertain to FIFA but rather UEFA regulations, the FIFA Disciplinary Committee found that the relevant provisions in both sets of regulations were similar. Therefore, the FIFA Disciplinary Committee decided to apply a similar approach. Consequently, if the club's players were involved in match manipulation without third-party involvement (e.g. a referee), the club would be held responsible for the infringement committed by its players based on the provisions of article 8 paragraph 1 and article 18 paragraph 2 of the FDC (2019 edition).

# C The case of the head coach of a national team

## **Case background**

Team A was due to play a match against Team B in the preliminary competition for the 2018 FIFA World Cup Russia. One day before the match, the players of Team A held a press conference during which they reported that they had been approached by a third party who had offered financial compensation to them in exchange for their altering of the result of the match; an offer they had chosen to refuse. However, it was then discovered that the head coach of the team had allowed the meeting between the team and the third party to take place.



## **Reasoning and sanction**

FIFA's investigation found that not only did the head coach have knowledge of the meeting, but he had also allowed it to happen despite knowing that undue financial compensation would be offered to the players. In addition, he had failed to report the matter to the appropriate authorities (FIFA and/or the corresponding confederation).

In this regard, the adjudicatory chamber of the Ethics Committee found the head coach guilty of having violated article 21 and article 18 of the FIFA Code of Ethics. The head coach was therefore banned for a period of two years from all football-related activities at national and international level, as well as receiving a CHF 20,000 fine. The ban became effective on 2 May 2018.

Ultimately, CAS confirmed the decision of the FIFA Appeal Committee, considering that the appellant had breached the FIFA regulations<sup>47</sup> and that the ban from taking part in football-related activities at national and international level as well as the fine were fair and proportionate.<sup>48</sup>



47 Articles 18 and 21 of the FIFA Code of Ethics (2012 edition). 48 See paragraph 140 of CAS 2018/A/5886.

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## 6.1 FIFA INTEGRITY

#### A Structure and roles

FIFA Integrity is a department within the Judicial Bodies Subdivision, which comes under FIFA's Administration Branch.

Head of Integrity	Defines the strategy and policy of the whole department and is the lead handler of integrity investigations	
Team Lead, Integrity	Executes the strategy of the department and supervises the work and responsibilities of the integrity managers	
Integrity Manager	Conducts integrity investigations, supports the MAs in their integrity initiatives, and executes the preventive measures in connection with FIFA competitions	
Office Manager	Provides administrative, organisational and logistical support to the department	

#### B How to contact FIFA Integrity



#### FIFA Integrity inbox: integrity@fifa.org

Anyone can report an integrity concern by sending an email directly to the FIFA Integrity inbox.



#### **FIFA Reporting Portal (GAN):**

https://fifa.gan-compliance.com/p/Case



#### Home of FIFA:

+41 (0) 43 222 77 77

If you ever need to get in touch about having an in-person meeting with FIFA Integrity, you can do so at any time through any of the above-mentioned channels.





## 6.2 MODEL TEMPLATE OF AN INTEGRITY POLICY

The [name of member association] is fully dedicated to strengthening the integrity of the sport and protecting clean athletes. We aim to organise, propagate, develop and promote football in all its forms with, among others, the principles of sporting integrity and fair play.

This work encompasses the fight against match-fixing, the use of doping and any other forms of cheating in sport, alongside the strengthening of ethics with improvements in transparency, good governance and accountability.

The [name of member association] is committed to promoting and upholding the integrity of our sport across the whole football family. We stand for integrity in football, for a sport you can trust. Having clean competitions is our greatest asset. Matches should be decided on the football pitch, not on the gambling market.

Match-fixing is an intentional arrangement, act or omission aimed at an improper alteration of the result or the course of a sports competition in order to remove all or part of the unpredictable nature of the sports competition with a view to obtaining an undue benefit. This is against the rules of the game and often the law. We want to preserve what is great in the beautiful game and have devised rules regarding betting in football to help protect the integrity and future of football. These rules apply to everyone involved in football.

Our disciplinary bodies are responsible for ensuring that these fundamental principles of football are respected and help to promote integrity in sport. Therefore, we will always adopt a zero-tolerance policy to match-fixing. We have opted for a combined repressive and preventive approach comprising a wide range of actions and measures. If you attempt match-fixing, breach the [name of member association's] betting rules, or pass on inside information, you are likely to get caught and be charged.

To support this, we have a set of rules to which all club officials, players, match officials and [name of member association] staff must adhere. These rules apply to betting, the use of inside information and match manipulation. The rules help ensure that any individual involved in a football match is performing to the best of their ability without any conflicting objectives. Under the terms of our membership of [name of confederation] and FIFA, we also enforce international regulations.

All [name of member association] members must report any signs of attempted match-fixing immediately. Any individual who has seen something suspicious or has been directly or indirectly approached about fixing matches can report this (anonymously if desired) by phone on XXXXX or email via XXXXX.

Integrity is the key to success. Within our association, integrity means always doing what is right. It is essential for our proper functioning, the preservation of our reputation and that of football in general. Our basic ethical principles help us to ensure the integrity of our day-to-day responsibilities.





### 6.3 RECOMMENDATIONS TO DESIGN A MEDIA STRATEGY

#### **Practical summary**

This annexe contains a collection of messages and tools relating to your integrity policy. Your media strategy should form the basis of all of your future interactions – from interviews to social media and all other forms of external communication – proactive or reactive, in person or online.

The key is to identify the good work that you are doing within your organisation in the field of integrity and to determine whether, when and how communication is needed. This strategy touches upon proactive and reactive communication, and the last page contains a ready-made template for you to fill in.

#### Introduction

The purpose of a media strategy is to ensure that the key message of your integrity policy is relayed to the right audiences through external and internal communication channels at the most opportune time.

Communication is a critical part of the success of your integrity policy, which describes how to promote sporting values and prevent misconduct. You want to share and explain your vision of protecting the integrity of football in an understandable way.

The objective is to effectively portray your organisation as a leader in the protection of the game and as a trusted partner with skills and expertise on this topic. In this annexe, we define key messages, context, target audiences and intended outcomes.

#### Why a media strategy?

Media provides an important channel to communicate with stakeholders and the wider public about integrity programmes and initiatives.

By developing a tailored media strategy and forming a positive and professional relationship with the media, you can help to play a role in promoting and helping to form positive attitudes around integrity and governance structures in football.

The goals of your integrity policy:

- A. To promote integrity in football: uphold the values of integrity in football
- B. To protect the integrity of football matches and competitions in your country: ensure football remains free from corruption and manipulation
- C. To protect your national football community (as a whole) from integrity threats and misconduct (associations, clubs, players, referees, fans and spectators)

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Proactive communication objectives:

Increase awareness	Not just of the consequences of match manipulation, but also of the good governance and positive aspects of clean sport	
Drive development	Reinforce the work of your integrity officer as an investment in sport and not an expense – integrity is a development concept for football	
Foster education	Model standards by showcasing your integrity strategy in your country	
Enhance corporate reputation	Foster and optimise cooperation with relevant stakeholders and organisations that add value to your integrity mission and strategy; your member association should gain public trust and the confidence of its stakeholders and the public by effectively communicating its integrity work and policy and the impact they have on the sport	
Promote reporting	Effectively promote the reporting channels available to report misconduct and help protect sport from misconduct; reinforce the whistleblower protection policy and guarantees made by the association	
Key messages	The [name of member association] wants to protect the integrity of matches and competitions in [name of country].	
	The [name of member association] wants to enhance the reputational standing of players and officials.	

#### What you need

- A key messages document (as a main source): everything you communicate should refer back to this document ("Our mission is to protect the integrity of matches and enhance the reputational standing of players. We aim to showcase the best of integrity protection.")
- A section on the website of the member association
- An internal roadmap for the next 12 months: the timeline with key events and milestones regarding integrity
- Who are possible ambassadors of the integrity policy?
- In essence, protecting the core values of football is strengthened by strong figures in sport (current and former elite players and coaches), ensuring that they are experienced by individuals under our regulations and the fans, spectators and public





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#### Benefits of working with the media

Successfully working with the media and journalists has several benefits for a member association. In particular, building positive professional relationships with the media and establishing a specific media strategy for integrity can help to:

- educate and inform stakeholders and the wider general public;
- enhance the credibility of your member association;
- · create trust in football governance structures and the integrity of football competitions; and
- promote integrity programmes and initiatives that are in place.

#### Key principles

- Understand the role and specific needs of journalists
- Develop an integrated and targeted media and communications strategy and plan to inform internal and external stakeholders and the media accordingly
- Identify and develop professional working relationships with key journalists and influential local, national and international news organisations
- Aim to regularly inform and educate key media about integrity programmes and anti-match manipulation measures that are in place
- Be courteous and timely when responding to media enquiries
- Ensure that principles of due process and confidentiality, as well as relevant regulations, are followed during any communications or media activity







#### Proactive communication – raising awareness, promotion and prevention

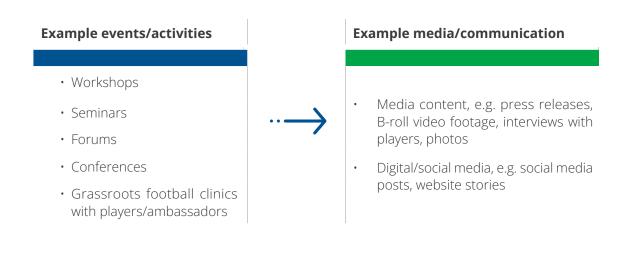
The media can play an important role in raising awareness of new or existing integrity programmes and measures that are in place. Examples of integrity-related activities that could be proactively communicated by member associations include the following:

- Integrity education e.g. integrity-related workshops and grassroots football clinics
- Awareness-raising e.g. value-based campaigns involving ambassadors, and promotions at events, meetings and competitions
- **Prevention/institutional integrity measures and partnerships** e.g. memorandums of understanding/agreements, betting monitoring partnerships and regulatory updates
- Case management updates e.g. sanctions and case outcomes

Integrity education

Conducting educational activities with stakeholders – such as workshops and football clinics – provides an opportunity to proactively communicate with external/internal stakeholders and the media.

In particular, grassroots football clinics involving ambassadors or players provide an opportunity to promote positive messages around integrity and/or values (e.g. respect, fairness and honesty) in a football setting, whilst workshops and forums provide an opportunity to share general information about a particular initiative, as well as promoting collaboration between stakeholders in the area of integrity.<sup>49</sup>





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<sup>49</sup> It is good practice for the information communicated regarding integrity education to be developed with the agreement of the participants or organising body before promoting it. It is also recommended that specific operational aspects and tactics about integrity/monitoring programmes and specific case studies that may be discussed during an activity should not be communicated in media materials.

Example activities/content:

Material	Example information		
Press releases/website stories	General information about workshops/clinics, e.g. participating stakeholders (organisations/groups), general topics discussed, purpose and type of activity		
	Quote from member association representatives/ workshop participants		
	Background information about relevant integrity initiatives		
	High-quality (1-3MB) image to accompany press release		
Video news releases	B-roll footage, e.g. general footage of venue, branding, marketing collateral and workshops		
	Interviews with spokespeople, e.g. participants (players and coaches) and relevant member association representatives		
Digital/social media	Pre- and post-event posts with images		
	Links to relevant pages about integrity programmes on member association's website		
	Link to post-event press release		

Promotion and awareness-raising

Value-based promotion can play an important part in raising public awareness and encouraging stakeholder support for integrity programmes that member associations have in place.

Furthermore, developing an effective proactive media strategy and implementing campaigns focusing on positive integrity-related values, such as honesty, fair play, teamwork and respect, can also help raise awareness, provide an opportunity to highlight ongoing initiatives (e.g. integrity hotlines) and create a positive and supportive environment for integrity work to take place.





#### **Example events/activities** Example media/communication Value-based campaigns Value-based promotion, e.g. messages and/or new initiatives regarding from players/coaches, third-party competitions, integrity initiatives, endorsements, traditional marketing meetings and events and advertising (football clinics) Media/PR, e.g. press releases, FAQs, Promotional activities with media kits, interviews with campaign players and teams ambassadors, digital/social media Launch of integrity hotlines/ Digital/social media, e.g. paid-for external reporting platform campaigns, digital marketing, promotion

Material	Example information		
Media materials, e.g. press releases,	General information about campaign and activities, e.g. purpose of campaign, type of activities taking place		
media kits, website stories	Quotes from ambassadors, high-profile players/coaches, member association representatives and third-party endorsers (e.g. stakeholders)		
	Background information about relevant ongoing integrity initiatives/calls to action (e.g. phone/contact integrity hotline, Twitter, Facebook)		
	High-quality (1-3MB) image to accompany press release		
Video footage and video news releases	Promotional/supportive messages from campaign ambassadors, e.g. players, coaches		
	Videos explaining campaign		
	B-roll footage of activations already undertaken, e.g. stadium messages, films		
Digital/social media	Pre- and post-event posts with images, videos		
	Links to relevant pages about integrity programmes on member association's website		
	Link to post-event media release		

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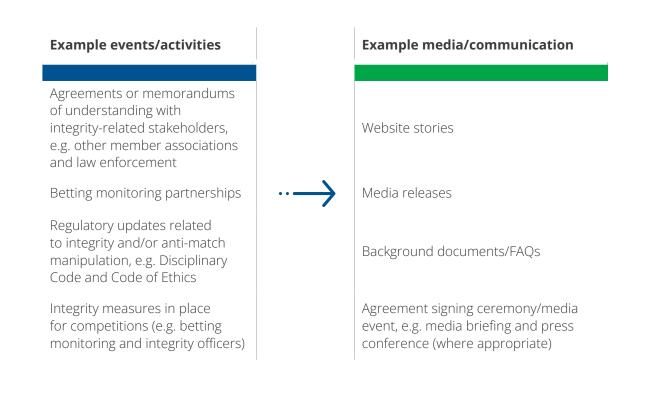
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#### Preventative/institutional measures

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Communicating institutional initiatives and partnerships in the area of integrity plays an important part in helping to educate and inform media and stakeholders about the operational structures and integrity partnerships formed by a member association.

Furthermore, communicating partnerships and integrity/regulatory measures that are in place can also play a preventative role and underline ongoing efforts to protect and safeguard the integrity of a particular competition and/or event.





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Example activities/content:

Material	Example information		
Press releases/website stories	General information about partnership/agreement/initiative, e.g. participating stakeholders (organisations/groups), general topics discussed, purpose and type of activity		
	Quote from member association representatives/workshop participants		
	Background information about relevant ongoing integrity initiatives		
	High-quality (1-3MB) image to accompany press release		
Video news releases	B-roll footage, e.g. general footage of agreement signing, ceremonial activities		
	Interview with corporate spokespeople at partnership signing, e.g. member association and partner		
Digital/social media	Pre- and post-event posts with images		
	Links to relevant pages about integrity programmes on member association's website		
	Link to post-event press release		

#### Case management updates and outcomes

Updates on cases may occasionally need to be communicated on a proactive basis. For example, an investigation into an integrity case may have concluded and a sanction may have been applied by relevant bodies, e.g. disciplinary bodies. As a result, these outcomes will need to be communicated publicly and to stakeholders and/or the media.

With this in mind, member associations should consider developing a strategy and/or an agreed approach in collaboration with the relevant bodies (e.g. integrity, disciplinary, ethics and legal) to inform the media about the conclusion of a case where sanctions may have been applied.





#### Reactive communication – best practice and principles

Media and issues management

Information may be published occasionally in the media that results in follow-up media enquiries about an ongoing integrity topic and/or case.

As a result, several strategies and principles can be applied to anticipate and respond to integrity-related media enquiries and to help effectively manage any issues and topics that may arise, as well as to reduce the risk of further information being made public that could compromise an ongoing case.

In particular:

- 1. Develop an issues and crisis communications plan, including details of internal policies and procedures on handling media enquiries and spokespeople as well as pre-drafted holding and reactive statements.
- 2. Be responsive to media enquiries, regardless of whether a written statement is issued or an interview can be held.
- 3. Allocate departmental focal points to liaise with the media department on media enquiries, as well as a spokesperson to conduct interviews as appropriate.

Example activities/content:

Material	Example information to include	
lssues and crisis communication/media plan	General structure and governance, e.g. divisional structures, departmental focal points/reporting lines	
	Allocated spokespeople	
	Potential scenarios	
	Example holding statements, e.g. "X is seeking further information", "X is reaching out to Y about the allegations"	

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#### Checklist in case of an issue

- 1. What is the narrative? Keep it as clear and simple as possible.
- 2. Draft a holding statement, in line with the key messages document.
- 3. Who are the key people responsible for communications?
- 4. What are the scenarios?
- 5. What documents, articles or presentations are available?

What is the narrative? A maximum of 100 words

Holding statement

Who is the right spokesperson to communicate the story and do so credibly? Who are the key people to reach out to? Do you have any quotes?

What are the scenarios?

Do you have any facts or figures to share to back up the story?

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## 6.4 DRAFT DECLARATIONS FOR REFEREES, PLAYERS, COACHES AND OFFICIALS

FIFA recommends that MAs require affiliated players, coaches and officials to sign an integrity declaration. Please find below an example of a declaration that can be adapted to the needs of each association.

## **INTEGRITY DECLARATION**

#### For referees/players/coaches/officials

#### This information will be treated confidentially and will not be passed on to third parties:

Surname:	
First name:	
Date of birth:	
Member association:	Photo
Nationality/nationalities:	
Profession:	
Email address:	

#### The undersigned referee/player/coach/official agrees that he/she/they shall:

- a. not take part in any betting connected with football, including soliciting or facilitating or attempting to solicit or facilitate another person to do so;
- b. not tolerate any form of manipulation (by offering or attempting to offer a bribe or by receiving or attempting to receive or seek a bribe) or unlawfully alter or influence the result or any other aspect of a football match or competition;
- c. report any approach or other activity which contravenes, or which may contravene, the sport's regulatory framework, in particular any statutes, regulations or any other law applicable to the undersigned, and cooperate with any investigation and/or request for information;
- d. confirm, with his/her/their signature below, that he/she/they will comply with all provisions applicable to him/her/them in relation to his activity within the sport, particularly those of the FIFA Statutes, the FIFA Code of Ethics, the FIFA Disciplinary Code and the FIFA Regulations Governing International Matches.

Any form of approach or knowledge thereof in connection with potential match manipulation must be reported immediately to your head of delegation, a FIFA official or directly to FIFA Integrity (integrity@fifa.org)

Any information provided will be treated with the utmost confidentiality.

l confirm that I have read the above and that I will contact FIFA immediately in the event of any suspicious situations, contact or information.			No
Date:			
Signature:			

This document shall be completed, signed and returned by the referees/players/coaches/officials concerned by no later than <u>DATE</u>.



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FIFA recommends that the MAs establish an "integrity clause/provision", specifically addressing match manipulation, as a best practice in the standard labour contracts to be concluded between clubs and players, coaches and officials in order to promote integrity and strengthen the protection of their football matches and competitions.

Please find below an example of such provisions that can be adapted to the needs of each MA and included in said contracts.

## Integrity matters for players, coaches and officials in relation to football matches and competitions:

- 1. The player, coach or official must not, directly or indirectly, be part of any form of manipulation, bribery or other attempt to unlawfully influence or alter the results of a football match or competition, irrespective of whether the relevant behaviour is committed for financial gain, sporting advantage or any other purpose. In particular, the player, coach or official must not accept, give, offer, promise, receive or solicit any pecuniary or other advantage, on behalf of themselves or a third party, in relation to the manipulation of football matches or competitions.
- 2. The player, coach or official must not take part, either directly or indirectly, in betting, gambling, lotteries or similar events or transactions related to football matches, competitions or any related football activities. The player, coach or official must not have any interests, either directly or indirectly (through or in conjunction with third parties), in entities, companies, organisations, etc. that promote, broker, arrange or conduct betting, gambling, lotteries or similar events or transactions connected with football matches or competitions.
- 3. The player, coach or official must immediately report any approach, information and/or suspicious activity in connection with a manipulation, or a potential manipulation, of a football match or competition to the MA, confederation and FIFA Integrity (integrity@fifa.org).
- 4. The player, coach or official confirms by signing the present contract that they understand and will comply with the relevant provisions relating to match manipulation, bribery and betting contained in the FIFA Statutes and regulations.

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## 6.6 DRAFT INTERVIEW PLAN

#### Interview plan – Mr [Name]

#### **TEMPLATE – INTERVIEW PLAN**

Security measures checked	Yes	No	
Confidentiality	Yes	No	
Status – closed	Yes	No	Reason

Case			
Date	Location	Time from/to	Interviewer

Surname and first name(s) of	Role	Consent given to be recorded	
interviewee		Yes	
		No	
Background of interviewee	Short history and case interviewee	e involvement regarding the	
Exhibits presented to the interviewee	List of reports (e.g. match report, betting monitoring report,) List of video clips		
Potential regulatory breaches	List of articles potentially breached		
Interview objectives	<ul> <li>Corroborate acknowledgement of the integrity provisions they are subject to</li> <li>Establish account of the lead-up to and preparation of the match in question</li> <li>Establish account of own performance in the match in question with special attention to the critical mistake</li> <li>Establish degree of responsibility in a potential match-fixing scheme during the match under investigation</li> <li>Establish account of any possible misplay/conspiracy to underperform by players on the field of play</li> <li>Establish willingness to continue to cooperate in any further investigative action if needed.</li> </ul>		

Facts established	Facts to be established
Controversial penalties Controversial red cards awarded (Witnessing of) underperformance	Key gameplay decisions Specific conduct noticed on the field of play Specific conduct noticed off the field of play

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Points to prove	Knowledge/understanding of match manipulation
	Integrity training over the years
	<ul> <li>Acknowledgement of integrity provisions (especially duty to report)</li> </ul>
	<ul> <li>Awareness of any rumours relating to fixing (continent and countries)</li> </ul>
	Preparation leading up to the match under investigation
	<ul> <li>General evaluation of the performance in the match under investigation</li> </ul>
	Opinion on mistakes made in the match under investigation
	Evaluation of the gameplay in the match under investigation
	■ What were the discussions at half-time? After the match?
	<ul> <li>Awareness of any possible underperformance of players/ referees</li> </ul>
	Awareness of any suspected player's gameplay directly and indirectly contributing to the manipulation of the match in question
	Awareness of a potential conspiracy to manipulate this match

Topics to be discussed	Topics arising during the interview
<ul> <li>Match-fixing problem in relevant country</li> <li>Career of interviewee</li> <li>Match under investigation         <ul> <li>Preparation and lead-up</li> <li>Performance</li> <li>Key decision</li> <li>Awareness of players'/referees' conduct</li> </ul> </li> <li>Conclusion: acknowledging match-fixing approach</li> </ul>	

<ul> <li>Establish interviewee as a witness to be used in this case, or</li> <li>Establish interviewee's lack of involvement in/knowledge of in any suspicious activity regarding the match in question</li> </ul>	:	Establish interviewee's lack of involvement in/knowledge of in
--	---	--

## **Assessment, corroboration and review** (TBD in interview)



### 6.7 CAS DECISIONS AND PUBLICATIONS WITH LINKS TO INTEGRITY AND MATCH MANIPULATION

#### A CAS & SFT decisions on match-manipulation and integrity

- · CAS 2009/A/1920 FK Pobeda, Aleksandar Zabrcanec, Nikolce Zdraveski v. UEFA
- CAS 2010/A/2172 Mr Oleg Oriekhov v. UEFA
- · CAS 2010/A/2266 Norbert Mészáros & Vukasin Poleksic v. UEFA
- CAS 2011/A/2362 Mohammad Asif v. ICC
- · CAS 2011/A/2364 Salman Butt v. ICC
- · CAS 2011/A/2528 Olympiakos Volou FC v. UEFA
- · CAS 2013/A/3062 Kevin Sammut v. UEFA
- · CAS 2013/A/3256 Fenerbahçe Spor Kulübü v. UEFA
- · CAS 2013/A/3258 Besiktas Jimnastik Kulübü v. UEFA
- CAS 2013/A/3297 Public Joint-Stock Company "Football Club Metalist" v. UEFA & PAOK FC
- · CAS 2014/A/3562 Josip Simunic v. FIFA
- · CAS 2014/A/3625 Sivasspor Kulübü v. UEFA
- · CAS 2014/A/3628 Eskisehirspor Kulübü v. UEFA
- CAS 2016/A/4650 Klubi Sportiv Skenderbeu v. UEFA
- · CAS 2017/A5173 Joseph Odartei Lamptey v. FIFA
- · CAS 2018/A/5886 Ramón Enrique Maradiaga v. FIFA
- CAS 2018/A/6075 Igor Labuts v. Football Association of Ireland
- · CAS 2019/A/6219 Sidio José Mugadza v. FIFA
- CAS 2019/A/6439 Samson Siasia v. FIFA
- CAS 2020/A/7345 Papa Dema Dieye, Lokwa Tesera Antonio Georges and Samvel Safaryan v. Football Federation of Armenia
- CAS 2021/A/7866 Taras Durai v. Ukrainian Association of Football
- CAS 2021/A/8453 Ofosu Appiah v. Latvian Football Federation
- · CAS 2022/A/8651 Edgars Gauračs v. UEFA
- CAS 2023/A/9715 Fudbalski klub "Kolubara" Lazarevac v. Football Association of Serbia
- Swiss Federal Tribunal\_4A\_462 KS Skenderbeu v UEFA

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#### **B** CAS & SFT decisions regarding adjudication and adversarial proceedings Independence and impartiality

- · CAS 2021/A/7859 NK Inter Zaprešić v. Serder Serderov & FIFA
- Swiss Federal Tribunal \_4A\_318/2020\_Sun Yang v WADA
- Swiss Federal Tribunal\_4A\_100/2023\_A v B

#### Burden of proof, standard of proof

- CAS 2019/A/6179 Gambia Football Federation (GFF) v. Confédération Africaine de Football (CAF) & Fédération Togolaise de Football (FTF)
- CAS 2011/A/2426 Amos Adamu v. FIFA

#### Limitation period for prosecution

- CAS 2021/A/8054 FC Hamrun Spartans v. UEFA
- Swiss Federal Tribunal\_4A\_22/2023\_A v Professional Tennis Integrity Officers

#### Right to be heard, production of evidence, and protected testimony

- · CAS 2019/A/6388 Karim Keramuddin v. FIFA
- Swiss Federal Tribunal\_4A\_424/2018\_A v B & International Tennis Federation
- Swiss Federal Tribunal\_4A\_486/2022\_A v Professional Tennis Integrity Officers

#### Appeals

- · CAS 2020/A/7144 Raja Club Athletic v. Léma Mabidi
- CAS 2011/A/2474 Antonio Urso & Marino Ercolani Casadei v. International Olympic Committee
- Swiss Federal Tribunal 4A 184/2023 A v UCI

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#### Publications

- CAS bulletin 2014/1, EFRAIM BARAK & DENNIS KOOLAARD, Match-fixing. The aftermath of Pobeda what have the past four years brought us?
- CAS bulletin 2018/1, EMILIO GARCIA SILVERO, The match-fixing eligibility criteria in UEFA competitions: an overview of CAS case law
- CAS bulletin 2018/2, GIULIO PALERMO & BRYCE WILLIAMS, Match-fixing and the evolution
   of CAS Jurisprudence
- CAS bulletin 2020/1, PHILIPPE VLADIMIR BOSS, Duty to cooperate in disciplinary proceedings and its limitations deriving from standard rights in criminal proceedings – A review under Swiss law
- CAS bulletin 2022/2, MATTHEW J. MITTEN & KRISTINA FRKOVIC, Protecting Human Rights, Competitive Equity, and Sports Integrity in Binary Athletic Competition in a Nonbinary World
- CAS bulletin 2023/1, DESPINA MAVROMATI, An Overview of the Appeal Procedure before the CAS
- CAS bulletin 2024/1, JANIE SOUBLIÈRE & BJÖRN HESSERT, Safeguarding and beyond The role of sports regulations, human rights and the balance between the rights of interested parties in sports investigations and the disciplinary proceedings that arise from them
- Football Legal December 2018, OLIVER JABERG, VINCENT VEN, RODRIGO ARIAS GRILLO, STEPHANIE EICHENBERGER, Protecting the Integrity of Football: A Legal Analysis of FIFA's Integrity Framework and Challenges Connected to Match Manipulation Proceedings
- Olympic Movement Code on the Prevention of the Manipulation of Competitions, International Olympic Committee
- Model Rules to Assist Sports Organisations in Implementing the Olympic Movement Code on the Prevention of the Manipulation of Competitions, International Olympic Committee
- Legal Approaches to Tackling the Manipulation of Sports Competitions, International Olympic Committee and United Nations Office on Drugs and Crime
- Handbook on Protecting Sport from Competition Manipulation, INTERPOL and International Olympic Committee
- Resource Guide on Good Practices in the Investigation of Match-Fixing, United Nations Office on Drugs and Crime
- Investigation of Cases of Competition Manipulation: A Practical Guide, United Nations Office on Drugs and Crime, INTERPOL and International Olympic Committee
- A Practical Guide to the Prosecution of Cases of Competition Manipulation, United Nations Office on Drugs and Crime, INTERPOL and International Olympic Committee
- UNODC Global Report on Corruption in Sport, United Nations Office on Drugs and Crime
- Reporting Mechanisms in Sport: A Practical Guide for Development and Implementation, United Nations Office on Drugs and Crime and International Olympic Committee



#### **D** Publications on integrity education programmes

#### References and recommended reading - the basics

- · Map It: The Hands-on Guide to Strategic Training Design by Cathy Moore, Montesa Press, 2017
- Resonate: Present Visual Stories that Transform Audiences by Nancy Duarte, John Wiley and Sons, 2010
- Slide:ology: The Art and Science of Creating Great Presentations by Nancy Duarte, O'Reilly Media, 2008
- Wired for Story: The Writer's Guide to Using Brain Science to Hook Readers by Lisa Cron, Ten Speed Press, 2012
- · You Talkin' to Me: Rhetoric from Aristotle to Trump and Beyond by Sam Leith, Profile Books, 2019

#### References and recommended reading - intermediate

- Mental Training for Peak Performance by Steve Ungerleaider, Rodale Books, 2005
- The Speed Reading Book: Read More, Learn More, Achieve More by Tony Buzan, Pearson Education, 2010
- Use Your Brain Raise Your Game: The Professional Footballer's Guide to Peak Performance by Mark Bowden, Rethink Press, 2017
- Use Your Head: Innovative Learning and Thinking Techniques by Tony Buzan, Pearson Canada, 2006
- Use Your Perfect Memory: Dramatic New Techniques for Improving Your Memory by Tony Buzan, Plume, 1991

#### References and recommended reading - advanced

- De Bono's Thinking Course by Edward De Bono, Pearson Education Canada, 2006
- Brain-Based Learning: Teaching the Way Students Really Learn by Eric Jensen, Corwin, 2020
- Dynamic Learning by Robert Brian Dilts and Todd Epstein, Dilts Strategy Group, 2017
- Persuasion Engineering by Richard Bandler and John La Valle, Independent Publication, 2022.
- The Einstein Factor: A Proven New Method for Increasing Your Intelligence by Win Wenger, Harmony, 1995

Is your MA interested in having one or more of these integrity-related CAS awards or publications for reference, study and consideration? If it is, please contact us at integrity@fifa.org and we will provide you with the requested documentation/awards



## 6.8 TEMPLATE: APPLICATION FOR WORLDWIDE SANCTION

#### **EMAIL**

Secretariat of the FIFA Disciplinary Committee

(Email: disciplinary@fifa.org)

[Place, Date]

Ref. no [Insert reference no. of the case]

[Position, first and last name of sanctioned individual]

Dear Sir or Madam,

On [date of the decision], the [name of the judicial body] of the [name of your association] adopted a decision [banning/suspending] [name and identification details of the sanctioned individual] for a period of [length of suspension] from all football-related activities.

In accordance with article 66 of the FIFA Disciplinary Code, the [name of your association] hereby wishes to submit to the FIFA Disciplinary Committee the documentation required in order to request that FIFA extend the sanction to have worldwide effect.

The documents and information listed below are respectfully submitted to the FIFA Disciplinary Committee:

- A certified copy of the decision<sup>50</sup> of the [name of the judicial body] dated [date of the decision] (see Annexe XX)<sup>51</sup>
- Documentary evidence that [name of the sanctioned individual] has been cited properly (see Annexe XX)
- Documentary evidence that [name of the sanctioned individual] has been given the opportunity to state [his/her] case (see Annexe XX)
- Documentary evidence that the decision has been communicated to [name of the sanctioned individual] properly (see Annexe XX<sup>52</sup>)

We thank the FIFA Disciplinary Committee for its valuable cooperation in this matter and remain at its disposal to respond to any comments or questions in relation to this case.

Yours faithfully,

[NAME POSITION SIGNATURE]

(\*) Please note that this template is not an official FIFA document but is intended to provide some guidance to MAs on how to draft a communication addressed to the FIFA Disciplinary Committee requesting the extension of a sanction to have worldwide effect and outlining the mandatory content of such request according to the FIFA Disciplinary Code.

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<sup>50</sup> The decision shall show the name and address of the person who has been sanctioned and those of the club and the association concerned. The decision needs to be translated into one of the FIFA languages where relevant (English, French or Spanish).

<sup>51</sup> Specify whether an appeal has been lodged by the sanctioned individual. If yes, specify whether this appeal has suspensive effect.

<sup>52</sup> Please attach relevant evidence such as copies of emails, fax confirmations, DHL reports, stamped letters, etc.

## 6.9 FIFA INTEGRITY POSTERS AND FLYER

Integrity-related material and documentation made available by FIFA for the MAs and confederations.



## RECOGNISE

 The available influencing of absorbing of the course, result or any other aspect of a facilitati match or competition.

Match wangestation can be committed for fouriestal gain, sporting advantage or other purposes.

 Accepting, affering, receiving all requesting markey or other incentives for the manipulation of factual markeys.

 One wrong decision can put your life, the safety of your loads mes and your career in derget.

WATCH OUT FOR THESE WARNINGS KINS
Value Recentlation
We need you to copyright

Second a penalty / red card' frame is easy card goe total

MATCH MANIFULKTION

ment is mitch manipulation?

+ Cavening to task or class a floradi watch

What can makely manipulation ion kälte?

 Performing below your abilities on the football pitch on purpose.

 A referee and/or reach official deliderately realizing writing decisions.

Here don match resemption affect you? • Being involved in match exemptions or an involved in addition, and the involved to all before have from any football addition. • If you do not camply with your day to separat any match manipulations approach or incident, you can be sentitived:

 Math metastatice may have dred into wrb organisal orms. RESIST

FIFA'

INTEGRITY

## REPORT

#### BUTTING AND SEMILAR ACTIVITIES

#### Yau are board by Der/ BACade of Ebics and therefore you CAVACT

- + Mit of focts all restdies -
- RMI MATCH ARYINGIN AT ANY TIME
- Key ANT direct of indirect
   integer to better
- interest in betting companies or entitled • REXES means to place
- Sets with you in set your behalf. + More project Context of
- More Milder y senartice information with connecte placing a test

metting on fastilad and read to a bars from any football satisfyfor up to it years.

#### REA REPORTING FORTAL



Use the QR code to schedt an anarymous report or email FIFA integrity direct at integrity@FIFa.org

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If your MA is interested in having the above integrity posters personalised with its own logo and in the corresponding FIFA language, please contact FIFA Integrity in order to obtain the final design in the required format and resolution.



If your MA is interested in incorporating the FIFA Integrity logo in its own documentation or material, please contact FIFA Integrity for pre-approval and to obtain the logo in the required format and resolution.



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## **6.10 CHECKLIST FOR NATIONAL INTEGRITY INITIATIVE**

This checklist contains suggested actions that can serve to guide the MA towards the establishment of its national integrity initiative.



#### Adopt an integrity policy

Has your MA adopted an integrity policy?

Does your MA promote integrity internally and to the public in a sustainable way?

Does your MA protect its football matches and competitions against the threat of match manipulation?

### B

#### Appoint an integrity officer

Has your MA appointed an integrity officer?

Is your integrity officer the recipient and contact person for integrity-related information? Does your integrity officer manage and handle your MA's reporting mechanisms?

Does your integrity officer create and conduct integrity training and education and prevention campaigns with the relevant stakeholders?

Does your integrity officer contribute to good practices and information exchange?

Does your integrity officer act as a fact-finder in the preliminary stage of an integrity investigation (e.g. conduct interviews with witnesses and suspects)?

Does your integrity officer create and submit reports to the independent judicial bodies? Has your MA shared the integrity officer's details with FIFA?

#### C Adequate legal framework

Are sufficient regulations in place to investigate and sanction incidents of match manipulation? For examples of the applicable regulations, see the FIFA Disciplinary Code.

Is an independent judicial body in place that is authorised to conduct proceedings regarding match manipulation violations and sanction any breaches of integrity-related regulations?

#### D Establish reporting mechanisms

Has your MA implemented accurate, reliable and confidential reporting mechanisms?

- On the MA's website
- Via email
- Via letter/post
- Via a dedicated app





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#### E

#### Introduce integrity measures for football matches and competitions

Has your MA implemented any measures to protect the integrity of football competitions? Make sure they are:

- specific;
- measurable; and
- long term.

Has your MA implemented any measures in the following areas?

- Officials
- Men's football
- Women's football
- Refereeing
- Youth and grassroots
- esports (if applicable)



#### Establish a media strategy

Has your MA established a media strategy?

- Understand the role and specific needs of journalists/media platforms
- Develop an integrated and targeted media and communications strategy
- Provide regular information to key media about integrity programmes
- Ensure that principles of due process and confidentiality are in place



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#### **Cooperate with different stakeholders**

Does your MA cooperate with different stakeholders?

- FIFA
- Confederation
- Betting industry
- · Law enforcement agencies and judicial authorities



#### **H** Conduct integrity investigations

Is your MA able to identify situations that might be subject to an integrity investigation? e.g. actions on the pitch, actions off the pitch, omission, betting on football, etc.

Has your MA stipulated the standard of comfortable satisfaction in regard to match manipulation incidents in its regulations?

Is your MA using betting reports related to potential match manipulation as evidence in investigations and ethics and disciplinary proceedings?

During preliminary investigations, does your MA consider the following elements?

- · Confidentiality of the investigation
- Use of public/open sources
- · Combination of indirect evidence to take the case forward (when no direct evidence is available)

Are you able to draft a comprehensive preliminary report for the attention of the competent judicial body within your MA?

- Clear timeline of events
- Source of the information
- Clear identification of individuals/entities
- Detailed records of all actions
- Presentation of the facts
- · Analysis of the elements of proof
- Preliminary assessment of the possible applicable provisions
- Final recommendation

Does your MA know how to apply to FIFA for the extension of sanctions to have worldwide effect?

This checklist contains suggested actions that can serve to guide the MA to establish its national integrity initiative.





## 6.11 INTEGRITY MEASURES FOR FOOTBALL MATCHES AND COMPETITIONS

OFFICIALS Members association officials League officials Club officials Activities: Integrity network at league/club level Introduction to integrity Integrity workshop Other measures	MEN'S FOOTBALLProfessional playersNon-professional playersCoaching staffActivities:Integrity workshopsIntegrity declarationsIntegrity clause (contractual)Integrity campaignOther measures
WOMEN'S FOOTBALL Professional players Non-professional players Coaching staff Activities: Integrity workshops Integrity declarations Integrity clause (contractual) Integrity campaign Other measures	REFEREEINGProfessional referees Non-professional referees Video assistant refereesActivities: Integrity workshops Integrity declarations Integrity checks Other measures
GRASSROOTS & YOUTH Players Coaching staff/instructors Other responsible individuals Activities: Integrity sessions Focus on sporting values Integrity campaign Role models/legends	eSPORTS Officials Players Coaching staff Activities: Integrity workshops



