

Circular no. 105 (2016)
issued by
the Board of Directors of
the Danish Football Association ("DBU")



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DBU Regulations Governing Football Agents

1. Definition

1.1 A football agent is a person who, for money or free of charge, represents a player and/or a club in the negotiation and conclusion of a player contract, including a loan agreement, or represents a club in the negotiation and conclusion of a transfer agreement. A person can engage in football agent activity either as a sole trader or a company.

1.2 References to natural persons in this circular include both genders as well as legal persons.

Section 1 – General provisions

2. Scope

2.1 This circular governs football agent activity with regard to:

2.1.1 negotiation and conclusion of a player contract between a player and a club or

2.1.2 negotiation and conclusion of a transfer agreement between two clubs.

2.2 This circular is applicable when football agent activity is in relation to player contracts or transfer agreements, which are entered into with a club affiliated with DBU.

3. General principles

3.1 Players and clubs are entitled and only allowed to enter into representation contracts with football agents who are already registered with DBU or submit an application for registration no later than on signing the representation contract.

3.2 A registered football agent must not be employed with, hold elected office in or have any financial interest in (i) FIFA, (ii) a confederation, (iii) a national association, (iv) a league, (v) a club or (vi) an organization or (vii) a company affiliated with the any of the above. Such interest may not exist, whether directly or indirectly, in relation to the football agent's activity.

3.3 Players and clubs are not allowed to use an official as a football agent. Officials are defined as board members, committee members, referees and assistant referees, coaches and any other person in charge of technical, medical and administrative matters in (i) FIFA, (ii) a confederation, (iii) a national association, (iv) a league or (v) a club, as well as any other persons subject to FIFA's rules and regulations. An official is not allowed to receive any payment, whether directly or indirectly, from a player, a club or a football agent in relation to the negotiation and/or conclusion of a player contract or a transfer agreement.

3.4 In the negotiation and conclusion of player contracts, players under the age of 18 are entitled to be represented by at least one guardian without such guardian(s) being required to register as football agents.

3.5 Failure to comply with the provisions of this circular will not affect the validity of the relevant player contract or transfer agreement.

4. DBU registration of football agents

4.1 DBU must introduce a registration system for football agents.

4.2 A person may apply for registration with DBU by signing and submitted to DBU the football agent declaration attached as an appendix to this circular. DBU must notify the person in question as soon as possible whether the application for registration as a football agent will be granted and, if so, DBU will post a notice on its website that the person is now a registered football agent.

4.3 Football agents must be registered in the registration system when commencing their activities. A natural person will be eligible for registration as a football agent with DBU only if he is legally competent, has no criminal record and has an impeccable reputation in DBU's opinion.

4.4 If the football agent activity is in the form of a company, all persons wishing to work as football agents under the auspices of the company must be registered. The company and the natural persons associated with the company as owners, including direct and indirect shareholders, board members and commissioners must also have an impeccable reputation in DBU's opinion.

4.5 DBU must continually publish the names of the DBU registered football agents on its website, including any association with a football agent company.

4.6 Every year, before the end of March, DBU must publish the player contracts and transfer agreements which were concluded in the past calendar year with the assistance of the DBU registered football agents, as well as the players and clubs involved.

4.7 In addition, DBU must publish the total consolidated amount of all payments due to football agents from all players and individual clubs.

5. Registration and administration fees

- 5.1** A DBU registered football agent must pay a registration fee to DBU, which will fall due for payment immediately on registration. At present, the registration fee is DKK 5,000 + VAT. Each subsequent year, on 1 January, a fee will be payable to renew the registration. At present, the annual fee is DKK 3,000 + VAT.
- 5.2** In addition, a DBU registered football agent must pay an administration fee for each representation contract, such fee to be paid on submission of the representation contract. At present, the administration fee is DKK 1,500 + VAT.
- 5.3** In case of any failure to pay the registration, annual or administration fees due and any failure to pay within 8 days of a written demand sent by DBU by email or registered post informing the recipient of the below consequences, DBU will be entitled to deregister the football agent in question and notify the players and clubs represented by the football agent that the football agent is no longer entitled to engage in football agent activity.

6. Representation contract

- 6.1** A football agent is allowed to act as a football agent for a player or a club only if he has entered into a written representation contract with the player or the club. A DBU registered football agent must use the relevant DBU standard representation contract, which is available in two versions: one for player representation purposes and one for club representation purposes. The two standard representation contracts are attached as an appendix to this circular.
- 6.2** The maximum term of a representation contract is 24 months from the date of commencement. A representation contract must not provide for automatic extension of the contract. A representation contract may be renewed by entering and submitting a new contract.
- 6.3** The representation contract must have real economic content and state the nature and amount of the fee and the date of payment. The football agent's fee may only be paid by the player or club being a party to the representation contract, but see clause 14.7.
- 6.4** The representation contract must be drawn up in 3 originals. All originals must be signed by both parties. Players and clubs are responsible for ensuring that all originals reach DBU for registration no later than 5 workdays after signing. If a signed representation contract does not reach DBU in time, it will terminate automatically.
- 6.5** When registration has been effected, DBU will keep one original and return the second original to the player or the club and the third original to the football agent.
- 6.6** Any representation contract concluded between a player under the age of 15 and a football agent will have no legal effect. A representation contract concluded by a player over the age of 15, but under the age of 18, will have legal effect only if also signed by at least one of the player's guardians.

- 6.7** A representation contract concluded by a player over the age of 15, but under the age of 18, cannot be non-terminable and will always be terminable by a maximum of 3 months' notice to expire on the last day of a month.
- 6.8** The provisions in clause 6 will not preclude a player or a club from negotiating and concluding a player contract or a transfer agreement without the assistance of the player's or the club's football agent. This applies regardless of whether the representation contract is exclusive or non-exclusive.

7. The football agent's rights

- 7.1** Subject to the provisions of this circular, a DBU registered football agent is entitled to:
- 7.1.1** approach any player or club who is not under an exclusive representation contract with another football agent; and
- 7.1.2** safeguard the interests of any player or club having requested the football agent to negotiate and conclude a player contract or a transfer agreement on behalf of the player or the club, respectively.

8. The football agent's obligations

- 8.1** When entering into a representation contract with a player or a club, the football agent must provide proof that he is already registered with DBU or that he has submitted an application for registration no later than on signing the representation contract.
- 8.2** A DBU registered football agent must:
- 8.2.1** comply with all rules and regulations issued by DBU, UEFA or FIFA;
- 8.2.2** ensure that all transactions carried out with his assistance comply with the provisions of the rules and regulations mentioned above;
- 8.2.3** never approach a player who is under a contract with a club, for the purpose of persuading him to terminate the contract prematurely or otherwise act contrary to the player's rights and obligations under the player contract;
- 8.2.4** before as well as after signing the representation contract, notify the player or the club in writing of any potential or actual conflicts of interest. If a football agent gives prior written notice to all parties involved of any potential or actual conflict of interest which the football agent may have with one or more of the parties involved, and if all parties involved give their explicit written consent for the football agent to commence and conclude negotiations notwithstanding such conflict, the conflict thus disclosed will not be considered to be contrary to the football agent's duties;
- 8.2.5** only represent one of the parties in the negotiation of a player contract or a transfer agreement, and he must not have a representation agreement or shared interests with

any of the other parties involved in the player contract or the transfer agreement or with a football agent representing such party;

- 8.2.6** if so requested by DBU, UEFA or FIFA, submit all documents requested and other relevant materials as well;
- 8.2.7** ensure that the player contracts and transfer agreements concluded with his assistance contain his name and signature;
- 8.2.8** not take on more assignments, whether for players or clubs, than he is capable of performing in a proper manner in accordance with this circular; and
- 8.2.9** keep a record of his transactions and in that connection especially make sure that he is able at any time to procure documentation and other proof of his activities, including of the amount of fees earned and who paid them.
- 8.3** The prohibition in clause 8.2.5 does not apply if a player and a club wish to be represented by the same football agent in the same transaction, and if the conditions in clause 8.2.4 are satisfied. For such dual representation to be allowed, the player and the club must agree in writing whether the football agent's fee will be paid by the player or the club or any combination of the two, and the parties must immediately submit their written consent and such written agreement to DBU as part of the registration process.
- 8.4** A football agent must at all times keep DBU informed of the names of the persons employed by the football agent and the group of persons mentioned in clause 4.4.
- 8.5** A football agent must ensure that employees who are not registered as football agents only carry out administrative work in connection with the football agent activity. Employees who are not registered as football agents must not approach any players or clubs to offer their assistance in the negotiation and conclusion of player contracts or transfer agreements or participate in such activities.
- 8.6** A football agent must organise and prepare his financial reporting in accordance with the laws of the country in which the football agent activity is carried out.
- 8.7** If so requested by a player or a club, a DBU registered football agent must be able to submit invoices showing his fee as well as any costs and other fees involved in representing the player or club in question.
- 8.8** If so requested by DBU, UEFA or FIFA or in connection with a dispute, a DBU registered football agent must also be able to submit financial statements certified by an accountant, including the vouchers relating to a specific transaction.

9. Disciplinary sanctions against the football agent

- 9.1** If a DBU registered football agent fails to fulfil his obligations towards a player or a club under a representation contract or fails to fulfil his obligations pursuant to this circular,

including by violating the rules and regulations issued by DBU, UEFA or FIFA from time to time, DBU will be entitled to impose one or more of the following disciplinary sanctions:

9.1.1 Disapproval or reprimand.

9.1.2 Fine.

9.1.3 Full or partial forfeiture of fees already earned.

9.1.4 Suspension of football agent status.

9.1.5 Termination of football agent status.

9.2 DBU must publish sanctions under clauses 9.1.1 – 9.1.5 on its website and notify FIFA of any disciplinary sanctions imposed on football agents. FIFA's Disciplinary Committee will then decide whether to extend the sanction to have worldwide effect in accordance with the FIFA Disciplinary Code.

9.3 DBU must make all information available to its affiliated clubs and the players registered in those clubs if the information concerns matters which are deemed to be in violation of this circular and if the information is relevant to the irregularities in question.

9.4 If the football agent's failure to perform his obligations occurs in connection with an international transfer, the power to impose sanctions will be held by DBU where the football agent in question is subject to DBU's authority. Otherwise, complaints must be submitted to the association with which the football agent in question is registered.

10. The player's obligations

10.1 Before entering into a representation contract with an football agent, the player must reasonably ensure that there is no potential or actual conflict of interest, but see clauses 8.2.4 and 8.3.

10.2 A player who makes use of a football agent is responsible for ensuring that a representation contract is concluded and then submitted to DBU in accordance with clause 6.

10.3 The player must ensure that a player contract which is negotiated and concluded with the assistance of a football agent contains the name and signature of the football agent in question. If a player decides not to use a football agent, this must be clearly stated in the contract.

10.4 On renegotiation of a player contract, the player must, if using a football agent and having concluded a new contract with the football agent prior to the renegotiations, ensure that the new representation contract is duly submitted.

10.5 If any other agreements governing the relationship between the football agent and the player are concluded in addition to the representation contract and the player contract,

including on fees and remuneration of any kind, the player must ensure that such agreements reach DBU no later than 5 workdays after signing.

10.6 If so requested by DBU, UEFA or FIFA, the player must submit any additional documentation within a reasonable timeframe.

11. Disciplinary sanctions against the player

11.1 If a player fails to fulfil his obligations pursuant to this circular, DBU will be entitled to impose one or more of the following disciplinary sanctions:

11.1.1 Disapproval or reprimand.

11.1.2 Fine.

11.1.3 Ban.

11.2 If the player's failure to perform his obligations occurs in connection with an international transfer, the power to impose sanctions will be held by DBU if the player in question is subject to DBU's authority. Otherwise, complaints must be submitted to the association of the player in question.

12. The club's obligations

12.1 Before entering into a representation contract with an football agent, the club must reasonably ensure that there is no potential or actual conflict of interest, but see clauses 8.2.4 and 8.3.

12.2 A club that makes use of a DBU registered football agent is responsible for ensuring that a representation contract is concluded and then submitted to DBU in accordance with clause 6.

12.3 The club must ensure that all player contracts and transfer agreements negotiated and concluded with the assistance of a football agent contain the name and signature of the football agent in question. If a club decides not to use a football agent, this must be clearly stated in the player contract or the transfer agreement.

12.4 On renegotiation of a player contract, the club must, if using a football agent and having concluded a new contract with the football agent prior to the renegotiations, ensure that the new representation contract is duly submitted.

12.5 If any other agreements governing the relationship between the football agent and the club are concluded in addition to the representation contract, the player contract and the transfer agreement, including on fees and remuneration of any kind, the club must ensure that such agreements reach DBU no later than 5 workdays after signing.

12.6 If so requested by DBU, UEFA or FIFA, the club must submit any additional documentation within a reasonable timeframe.

12.7 If, in connection with a transfer agreement, a club is to pay a transfer fee or compensation to another club in accordance with FIFA's regulations, the club must make such payment directly to the club which is entitled to receive the compensation, see clause 14.

13. Disciplinary sanctions against the club

13.1 If a club fails to fulfil its obligations pursuant to this circular, DBU will be entitled to impose one or more of the following disciplinary sanctions:

13.1.1 Disapproval or reprimand.

13.1.2 Fine.

13.1.3 Temporary ban on concluding and extending player contracts.

13.1.4 Temporary ban on national and international club transfers.

13.1.5 Exclusion from participation in national and international tournaments.

13.2 If the club's failure to perform its obligations occurs in connection with an international transfer, the power to impose sanctions will be held by DBU if the club in question is subject to DBU's authority. Otherwise, complaints must be submitted to the association of the club in question.

14. Remuneration of a football agent

14.1 A football agent is only entitled to receive remuneration in respect of a player contract or a transfer agreement if the contract or agreement was concluded for the player or the club with the football agent's assistance.

14.2 The fee of a football agent representing a player is only calculable as a percentage of the player's gross basic income for the entire duration of the contract. The gross basic income is the player's fixed salary plus any sign-on fees, stay-on fees, sign-off fees, etc. as well as any other one-off amounts agreed by the club and the player on signing of the player contract to be payable to the player by the club on one or more specified dates, e.g. on commencement, on one or more later dates during the term of the contract or on expiry. The player's gross basic income does not include individual or collective bonuses, prizes or the value of fully or partly free benefits such as accommodation, car, travelling, relocation, insurances, telephone, IT, food, subsistence allowances, etc. or any contributions paid to such benefits.

14.3 The fee of a football agent representing a club must only be agreed as a fixed amount, such amount to be set out in the representation contract prior to the conclusion of the player contract or transfer agreement in question.

14.4 DBU recommends players and clubs to comply with the below FIFA guidelines concerning remuneration of football agents on conclusion of a representation contract:

- 14.4.1** The total amount of remuneration paid by a player to a football agent representing the player in the negotiation and conclusion of a player contract should not exceed 3% of the player's gross basic income for the entire duration of the player contract in question.
- 14.4.2** The total amount of remuneration paid by a club to a football agent representing the club in the negotiation and conclusion of a player contract should not exceed 3% of the player's gross basic income for the entire duration of the player contract in question.
- 14.4.3** The total amount of remuneration paid by a club to a football agent representing the club in the negotiation and conclusion of a transfer agreement should not exceed 3% of the total eventual transfer fee paid in connection with the transfer agreement in question.
- 14.5** Payments to be made by one club to another in connection with a transfer agreement, including transfer fees, training compensation, solidarity contributions and interest in a future transfer fee, must not be paid to or by a football agent. Any interest in the amounts referred to in this provision cannot be assigned to third parties.
- 14.6** A football agent is only allowed to receive payment for his services from the party he is representing in the negotiation and conclusion of the player contract or the transfer agreement, but see clauses 8.3 and 14.7.
- 14.7** After the negotiation and conclusion of a player contract and subject to the club's acceptance, the player may consent to the club paying the football agent on his behalf and at his expense.
- 14.8** A football agent must not receive any remuneration in relation to the negotiation and conclusion of a player contract or transfer agreement if the player is under the age of 18 when the player contract or the transfer agreement is signed.

Section 2 – Special provisions

15. Written football agent test

- 15.1** If a person fulfils the conditions in clause 4 and is a registered football agent, he may apply for status as a DBU certified football agent.
- 15.2** In order to obtain certification, a written test held by DBU must be passed and the conditions in clause 16 must be fulfilled. The written football agent test is held by DBU once or twice a year. DBU must notify the persons wishing to sit the test well before the date of the test. A football agent who passes the written test and fulfils the conditions in clause 16 will be allowed in his football agent activity to use the following designation after his name:

Football agent Certified by Dansk Boldspil-Union

- 15.3** A DBU certified football agent will receive an ID card and a DBU season ticket, will be given special mention on DBU's website compared to DBU registered football agents and

will also be entitled to use the designation mentioned in clause 15.2 as well as the DBU logo in accordance with guidelines issued by DBU.

- 15.4 A football agent test must be renewed before the 5th anniversary of the most recent successful test.
- 15.5 To sit the written football agent test, a fee of currently DKK 5,000 + VAT is payable to DBU prior to the test.
- 15.6 A description of the test procedure is attached as an appendix to this circular.

16. Liability insurance of a football agent

- 16.1 A certified football agent must take out liability insurance with a reputable insurance company and submit a copy of the policy to DBU.
- 16.2 The insurance must cover the football agent's professional liability for acknowledged or established claims in connection with his football agent activity. This applies to claims established pursuant to this circular and claims established on any other basis.
- 16.3 DBU is entitled to refuse to approve an insurance policy if the conditions in this circular are not fulfilled in DBU's opinion.
- 16.4 The minimum limit of the liability insurance is fixed by DBU and is at present DKK 3 million. If the football agent activity is in the form of a company, professional liability insurance must be taken out on the terms mentioned above for each of the certified football agents.
- 16.5 The professional liability insurance must be taken out for a period of at least 24 months. The football agent must continuously renew his professional liability insurance by at least 24 months and submit each new policy to DBU as long as he is engaged in football agent activity and in that connection has exercised his rights under clause 15.2.
- 16.6 The professional liability insurance must also cover any claims made after termination of the football agent activity where the claim relates to the football agent activity.

Section 3 – Final provisions

17. Termination of football agent activity

- 17.1 A football agent who terminates his football agent activity must deregister with DBU.
- 17.2 On its website DBU will publish the names of football agents terminating their activity for whatever reason.

18. Governing bodies

- 18.1 DBU is responsible for the administration of this circular regarding football agents and for ensuring that DBU registered football agents conduct their activities in accordance with this circular and in accordance with the signed football agent declaration. DBU's authority

in this respect is exercised by DBU's administration with an appeal lying to Danish football's own disciplinary body in accordance with the rules and regulations issued by DBU from time to time.

18.2 With regard to any questions relating to football agent activity which is not governed by this circular, the CEO of DBU has the decision-making authority with an appeal lying to Danish football's own disciplinary body in accordance with the rules and regulations issued by DBU from time to time.

18.3 If a football agent's, a player's or a club's failure to perform its obligations occurs in connection with an international club transfer, the power to impose sanctions will be held by DBU if the football agent, player or club in question is subject to DBU's authority. Otherwise, complaints must be submitted to the association of the football agent, player or club in question.

19. Administrative complaints

19.1 Complaints against decisions made by DBU's administration in accordance with clauses 4, 15 and 16 may be brought before Danish football's own disciplinary body in accordance with the rules and regulations issued by DBU from time to time. Such complaints must be submitted no later than 14 days after receipt of DBU's decision.

20. Disciplinary complaints and investigations

20.1 Disciplinary complaints in accordance with clauses 8-14 may be brought before Danish football's own disciplinary body if the person complained against is subject to DBU's authority. Otherwise, complaints must be submitted to the association of such person.

20.2 Disciplinary complaints against football agent activity must be submitted in writing to the relevant football authority no later than 3 years after the matter complained against occurred and no later than 6 months after DBU has posted a notice on its website that the football agent has terminated his football agent activity.

20.3 Danish football's own disciplinary body may commence a disciplinary investigation at its own initiative. Such investigation must be commenced no later than 3 years after the matter(s) investigated occurred. The limitation period is suspended when the disciplinary body takes its first written investigative step.

21. Civil law disputes

21.1 Any civil law dispute between DBU registered football agents or between a DBU registered football agent on the one hand and a player or a club under DBU on the other hand must be submitted to the ordinary courts unless the parties agree to submit the matter to arbitration. The parties are free to use Danish football's own arbitration tribunal (*Fodboldens Voldgiftsret*) or any other arbitration tribunal to settle their dispute. If the parties decide to use football's own arbitration tribunal, the dispute must be brought before the tribunal in accordance with the rules and regulations issued by DBU from time to time.

22. Appendixes

22.1 This circular includes the following appendixes:

Appendix A: Football agent declaration for football agent activity as a sole trader.

Appendix B: Football agent declaration for football agent activity as a company.

Appendix C: DBU standard representation contract for player representation.

Appendix D: DBU standard representation contract for club representation.

Appendix E: Test procedure.

23. Commencement and transitional provisions

23.1 This circular has been adopted by the DBU Board of Directors on 4 September 2016.

23.2 The circular comes into force immediately. Simultaneous circular no. 93 (2015) is repealed.

23.3 Representation contracts registered by DBU in accordance with the provisions of circular no. 81 (2013) then in force will remain in full force and effect until they end according to their terms.

Brøndby, 4 September 2016

On behalf of the Board

Claus Bretton-Meyer

The circular has been sent to:

- All clubs with a licence to engage in professional football
- All other clubs of Men's and Women's National Championship
- The Danish League Association
- The Danish Women's League Association
- The Danish Players Association
- The Association of Local Unions
- The local unions
- The DBU board of directors
- The DBU law group
- All DBU registered football agents