

Circular no. 125 (2023)  
issued by  
the Board of Directors of  
the Danish Football Association ("DBU")



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## DBU Regulations Governing Football Agents

### 1. Introduction

- 1.1 This circular regulates all football agent activity within the territory and jurisdiction of DBU.
- 1.2 FIFA's Football Agent Regulations<sup>1</sup> (FFAR), which sets the framework for all football agent activities worldwide, imposes in Article 3 the national member associations to implement and enforce parts of the FFAR within the national regulations on football agents. In this circular, DBU has adopted and implemented the required parts of FFAR, either directly or by reference.
- 1.3 Where stricter provisions in this circular are stipulated than those stipulated in Articles 11 to 21 of FFAR, the provisions of this circular shall take precedence within the territory and jurisdiction of DBU in accordance to DBU regulations and/or national law.

### 2. Definition

- 2.1 Football agent:  
a natural person, licensed by FIFA and registered on DBU's national football agent platform, who performs football agent activities within the territory and jurisdiction of DBU.
- 2.2 Football agent activities:  
football-related services performed for or on behalf of a player and/or a club, including any negotiation, communication relating or preparatory to the same, including in the media/social media, on behalf of the player/club, promotion of the player/club on the football agents website/social media or other related activity, with the purpose, objective and/or intention of concluding a transaction regarding registration or deregistration, transfer, creation, termination or variation of a player's terms of employment. A football

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<sup>1</sup> As approved by the FIFA Council on 16 December 2022 and which enter into force as follows: a) On 9 January 2023: articles 1 to 10 and articles 22 to 27 and b) On 1 October 2023: the remaining articles. The FFAR can be found on the FIFA website ([www.fifa.com](http://www.fifa.com)).

agent can engage in football agent activity either as a sole trader or as a part of an agency engaging one or more football agents.



### 2.3 Approach:

- (i) any physical, in-person contact or contact via any means of electronic communication with a player or club;
- (ii) any direct or indirect contact with another person or organisation linked to a player or club, 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 player or club on their behalf in the manner described in (i) or (ii) above.

2.4 References to natural persons in this circular include all persons, regardless of gender.

2.5 All references to “player” in the circular also apply to “coach”, unless clearly stated otherwise in this circular.

2.6 All references to “club” in this circular also apply to “member association” and “single-entity league”, unless clearly stated otherwise in this circular.

## 3. Scope

3.1 This circular governs football agent activity, cf. Article 2, regarding:

- a) negotiation and conclusion of a player contract, including a loan agreement, between a player and a club or
- b) negotiation and conclusion of a transfer agreement between two clubs.

3.2 This circular is applicable to all football agent activity, cf. Article 2, within the territory and jurisdiction of DBU when the football agent activity is in relation to player contracts or transfer agreements which are entered into with a club affiliated with DBU.

## 4. General principles

4.1 Players and clubs affiliated to DBU are entitled and only allowed to enter into representation agreements with football agents who are (i) FIFA-licensed according to FFAR and (ii) already registered with DBU or obtain registration as a football agent via DBU’s national football agent platform ([www.dbu.dk/agent](http://www.dbu.dk/agent)) no later than on signing the representation agreement.

4.2 A registered football agent must not be employed at, hold elected office at 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 any of the above. Such interest may not exist, whether directly or indirectly, in relation to the football agent's activity.

- 4.3 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 UEFA's and 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.
- 4.4 In the negotiation and conclusion of player contracts, players under the age of 18 are entitled to be represented by at least one legal guardian without such guardian(s) being required to register as football agents.
- 4.5 Failure to comply with the provisions of this circular will not affect the validity of the relevant player contract or transfer agreement.

## 5. DBU registration of football agents

- 5.1 A person may apply for registration as a football agent with DBU via DBU's national football agent platform ([www.dbu.dk/agent](http://www.dbu.dk/agent)). No person is allowed to perform or in any way conduct football agent activities at any level under the territory and jurisdiction of DBU without being FIFA-licensed in accordance with FFAR and formally registered at DBU's national football agent platform.
- 5.2 A natural person will be eligible for registration as a football agent at DBU only if that person at all times satisfies the eligibility requirements in FFAR, Article 5, is legally competent and has an impeccable reputation in DBU's opinion.
- 5.3 If the football agent activity is in the form of an agency, all persons wishing to perform football agent activity under the auspices of the agency must be registered in accordance with paragraph 1 and 2 in this article. The agency and the natural persons associated with the agency as owners, including direct and indirect shareholders, board members and commissioners must also have an impeccable reputation in DBU's opinion.
- 5.4 DBU regularly publish the names of the DBU registered football agents on its website, including any association with an agency.
- 5.5 DBU must regularly publish on its website the term of the representation agreements concluded by DBU registered football agents with clubs affiliated with DBU and players registered in clubs affiliated with DBU.



## 6. Registration and administration fees

- 6.1 A DBU registered football agent must pay a registration fee to DBU, which will fall due for payment immediately on registration. The registration fee is DKK 1,200 + VAT (2023). Each subsequent year a fee will be payable to renew the registration. The annual fee is DKK 800 + VAT (2023).
- 6.2 In addition, a DBU registered football agent must pay an administration fee for each representation agreement under the territory and jurisdiction of DBU, cf. Article 3, such fee to be paid on the submission of the representation agreement. The administration fee is DKK 500 + VAT (2023).
- 6.3 In case of any failure to pay the registration, annual or administration fees due, DBU will 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 under the territory and jurisdiction of DBU. In connection with deregistration, all representation agreements will terminate without notice.



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## 7. Representation agreement

- 7.1 A football agent is allowed to act as a football agent for a player or a club only if the football agent has entered into a written representation agreement with the player or the club. A DBU registered football agent must use the relevant DBU standard representation agreement, which is available in three versions: one for player representation purposes, one for club representation purposes, and one for dual representation purposes. The three standard representation agreements must be created via DBU's national football agent platform ([www.dbu.dk/agent](http://www.dbu.dk/agent)) when the football agent concludes the relevant representation agreement.
- 7.2 The maximum term of a player and dual representation agreement is 24 months from the date of commencement. A representation agreement must not provide for automatic extension of the agreement. A representation agreement may be renewed by entering and submitting a new agreement.
- 7.3 The representation agreement must have real economic content and state the nature and amount of the fee and the date of payment. Payment of the service fee due under a representation agreement shall be made exclusively by the player or the club of the football agent. A player or a club may not contract with or authorise any third party to make such payment on its behalf, but see Article 8, paragraph 2.
- 7.4 The representation agreement must be signed by both parties. Players and clubs are responsible for approving representation agreement registered via DBU's national football agent platform ([www.dbu.dk/agent](http://www.dbu.dk/agent)) no later than 5

working days after concluding the representation agreement, otherwise the representation agreement is automatically null and void.

- 7.5 In case of a representation agreement in relation to a transaction with a cross-border element, the football agent must ensure to register the representation agreement via the FIFA football agent platform in accordance with the FFAR, Article 16.



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## 7.6 Minors

- 7.6.1 Any representation agreement concluded between a player under the age of 15 and a football agent will have no legal effect. A representation agreement concluded between a player over the age of 15, but under the age of 18, and a football agent will have legal effect only if also signed by at least one of the player's guardians.
- 7.6.2 A representation agreement concluded by a player over the age of 15, but under the age of 18, cannot be non-terminable and will always be able to be terminated with a maximum of 3 months' notice to the end of the month.
- 7.6.3 Only DBU registered football agents who have successfully completed the required FIFA CPD course on minors are entitled to represent players or clubs in the negotiation and conclusion of player contracts or transfer agreements when the player is over the age of 15, but under the age of 18.
- 7.6.4 DBU registered football agents, who have passed the required FIFA CPD course on minors, may only approach players no more than six months before their 15<sup>th</sup> birthday for the purpose of entering into a representation agreement. However, the representation agreement must not be concluded before the day of the player's 15<sup>th</sup> birthday. This approach may only be made once prior written consent has been obtained from the minor's legal guardian.
- 7.6.5 DBU registered football agents, who have not passed the required FIFA CPD course on minors, are not entitled to approach players until six months before their 18<sup>th</sup> birthday for the purpose of entering into a representation agreement. However, the representation agreement must not be concluded before the day of the player's 18<sup>th</sup> birthday.
- 7.6.6 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.

- 7.7 A football agent may only execute one representation agreement with the same player at any one time. Before entering into a representation

agreement with a player, or before amending an existing representation agreement with a player, the football agent shall:

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



**7.8** The provisions in this Article 7 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 agreement is exclusive or non-exclusive.

## **8. Service fee of a football agent**

**8.1** A football agent is only entitled to receive service fee 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, but see Article 7, paragraph 6.6.

**8.2** Payment of the service fee due under a representation agreement shall be made exclusively by the player or club of the football agent. The player or club may not reach an agreement with or authorise any third party to make such payment.

The only exception to the principle in paragraph 2 of this article is when a football agent is representing a player and the negotiated annual remuneration is less than USD 200.000 (or equivalent), not counting any conditional payments. In such cases, an engaging club may agree with the player to pay the service fee on behalf of the player to the football agent for that transaction in accordance with the representation agreement. In such cases, all of the following conditions apply:

- a) The service fee payment made by the engaging club on behalf of the player shall not affect the fiduciary duty of the football agent to the player. It must also not create any dependency or subordination of the football agent towards the engaging club.
- b) The service fee payment made by the engaging club on behalf of the player must be no higher than the agreed service fee in the representation agreement between the player and football agent.
- c) The engaging club may not deduct any service fee payment from the player's remuneration.
- d) The player, club and football agent are at all times obliged to comply with applicable tax and labor law regulations in Denmark.

**8.3** The service fee due to a football agent shall be paid on an invoice basis.

**8.4** 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 a player has a contract longer than the associated representation agreement, a football agent may receive a service fee after expiry of the representation agreement as long as the player's negotiated player contract is still in effect, and provided that this is expressly agreed with the player or club in the representation agreement.



- 8.5 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 player contract.
- 8.6 Only the remuneration actually received by a player shall be subject to the payment of a service fee, calculated on pro rata basis.
- 8.7 Where a negotiated player contract is less than six months in duration, payment shall be made in a single instalment at the expiry of the negotiated player contract.
- 8.8 A football agent may not receive a service fee when engaged to perform football agent services relating to a minor, see however Article 7, paragraph 6.6.
- 8.9 Where a football agent acts on behalf of an engaging club and a player in the same transaction under Article 10, paragraph 3 (permitted dual representation), the engaging club may pay up to 50% of the total service fee due.
- 8.10 A releasing club shall pay a service fee to a football agent following receipt of each instalment of the transfer compensation due to the releasing club. The releasing club shall duly inform the football agent of any such instalments received.
- 8.11 A football agent is not entitled to receive any service fee not yet due deriving from a negotiated player contract where:
  - a) The player transfers to another engaging club before the negotiated player contract expires; or
  - b) The negotiated player contract is terminated prematurely by the player without just cause and the football agent still represents the player at the time of the termination.
- 8.12 All service fee payments to football agents shall be made directly to the football agent unless the relevant representation agreement from which the football agent service fee derives concerns an international player transfer with a cross-border element.

All service fee payments to football agents concerning an international player transfer with a cross-border element shall be made through the FIFA

Clearing House in accordance with the FIFA Clearing House Regulations, unless:

- a) The FIFA Clearing House Regulations do not regulate service fee payments to football agents when this circular enters into force, in which case payment shall be made directly to the football agent, until such time that the FIFA Clearing House Regulations regulate service fee payments.



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- 8.13** The fee of a football agent representing a player can only be calculable as a percentage of the player's gross basic income for the entire duration of the contract. The player's remuneration includes gross financial compensation for employment set out in a negotiated player 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). The player's remuneration does not include: any future transfer compensation (e.g., sell-on fees), any non-salary benefits, such as the provision of a vehicle, accommodation or telephony services, or image rights.
- 8.14** Payments to be made by one club to another in connection with a transfer agreement, including transfer fees, training compensation, solidarity contributions and interest on a future transfer fee, must not be paid to or by a football agent. Any interest in the amounts referred to in this paragraph cannot be assigned to third parties.
- 8.15** The service fee payable to the football agent for the performance of football agent activities shall be calculated as follows:
- a. When representing a player or an engaging club: based on the player's remuneration.
  - b. When representing a releasing club: based on the transfer compensation for the relevant transaction.
- 8.16** The maximum service fee payable for the provisions of football agent services in a transaction, regardless of the number of football agents providing football agent services to a particular player or club, is:
- 8.16.1 Services fee cap – Player/Engaging club:**
- o A maximum of 5% of the player's annual remuneration less than or equal to USD 200,000 (2023). If the football agent is representing both an engaging club and the player (permitted dual representation) the maximum service fee cap is 10% of the player's annual remuneration less than or equal to USD 200,000 (2023), see paragraph 9 in this article.
  - o A maximum of 3% of the player's annual remuneration above USD 200,000 (2023). If the football agent is representing both an engaging club and the player (permitted dual representation) the maximum service fee cap is 6% of the player's annual remuneration above USD 200,000 (2023), see paragraph 9 in this article.



8.16.2 Service fee cap – Releasing Club:

- o A maximum of 10% of the transfer compensation.

8.16.3 For the avoidance of doubt, the following shall apply:

- a) The calculation to determine the relevant service fee cap of the player's remuneration may not take into account any conditional payments.
- b) If the player's remuneration is above USD 200,000 (or equivalent), the annual excess above the amount shall be subject to a maximum service fee cap of 3% if the football agent is representing a player or an engaging club or 6% if the football agent is representing both an engaging club and a player (permitted dual representation).
- c) The calculation of the transfer compensations may not include:
  - (i.) any amount paid as compensation for breach of contract in relation to the football agent's compliance with the ongoing licensing requirements; and/or
  - (ii.) any sell-on fee.

**8.17** Where a football agent or another party directly or indirectly connected to the football agent, in the 24 months prior to or following a transaction, performs other services for a player or club 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.

**8.18** Where a football agent and/or player or club fails to rebut the presumption in paragraph 17 of this clause, 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.

## **9. The football agent's rights**

**9.1** Subject to the provisions of this circular, a DBU registered football agent is entitled to:

- 9.1.1 approach any player or club who is not under an exclusive representation agreement with another football agent;
- 9.1.2 approach any player or club who is under an exclusive representation agreement with another football agent which expires within 60 days with a view to conclude a new representation agreement, which however may not enter into force until expiry of an existing representation agreement with another football agent; and
- 9.1.3 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.



9.2 For a period of six months after termination of the representation agreement with the player, howsoever caused, a football agent who represents or has represented a player is not entitled – whether directly or indirectly via other persons employed or affiliated with the same football agency business – to represent a club in connection with the conclusion of a player contract with the same player.

9.3 For a period of six months after termination of the representation agreement with the club, howsoever caused, a football agent who represents or has represented a club in the conclusion of a contract with a specific player is not entitled – whether directly or indirectly via other persons employed or affiliated with the same football agency business – to conclude a representation agreement with the same player with whom the agent negotiated on behalf of the club.

## 10. The football agent´s obligations

10.1 Before entering into a representation agreement with a player or a club, the football agent must ensure to be appropriately licensed by FIFA and registered on DBU's national football agent platform ([www.dbu.dk/agent](http://www.dbu.dk/agent)).

10.2 A DBU registered football agent must:

10.2.1 comply with all Statutes, regulations, directives and decisions of the competent bodies of DBU, Danish League Association, UEFA and/or FIFA;

10.2.2 ensure that all transactions and football agent activities carried out by the football agent comply with the provisions of the rules and regulations mentioned above;

10.2.3 never approach a player who is under a contract with a club, for the purpose of persuading the player to terminate the contract prematurely or otherwise act contrary to the player's rights and obligations under the player contract;

10.2.4 before as well as after signing the representation agreement, 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;

10.2.5 only represent one of the parties in the negotiation of a player contract or a transfer agreement etc., and must not have a representation agreement or shared interests with any of the other parties involved



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in the player contract or the transfer agreement etc. or with a football agent representing such party;

- 10.2.6 if requested by DBU, UEFA or FIFA, submit all documents requested and other relevant materials as well;
- 10.2.7 ensure that the player contracts and transfer agreements etc. concluded with the football agent's assistance contain the football agent's name and signature;
- 10.2.8 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
- 10.2.9 keep a record of all transactions and particularly in this connection be able at any time to procure documentation and other proof of all football agent activities, including of the amount of service fees earned and who paid them.

**10.3** The prohibition in paragraph 2.5 in this article does not apply if a player and an engaging club wish to be represented by the same football agent in the same transaction, and if the conditions in paragraph 2.4 in this article are satisfied. For such permitted dual representation to be allowed, the player and the engaging club must conclude a DBU standard dual representation agreement via DBU's football agent platform ([www.dbu.dk/agent](http://www.dbu.dk/agent)). Payments of the football agent's service fee must at all times comply with Article 8, paragraph 9 in this circular.

**10.4** 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, cf. Article 2, or make any approach to a potential player or club 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 this circular.

**10.5** 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 Article 5, paragraph 3. The football agent is liable for any non-compliance by its employees with this circular. A football agent is obliged at any time at DBU's request to provide DBU with a full organisational chart showing the number of football agents that use the same agency to conduct their business affairs and the name of all its employees, the ownership structure, the identity of the shareholders, the percentage owned in the agency's share capital and/or the identity of its beneficial owners.

**10.6** 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



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conclusion of player contracts or transfer agreements or participate in such activities.

- 10.7 A football agent must organise and prepare the financial reporting in accordance with the laws of the country in which the football agent activity is carried out.
- 10.8 If so, requested by a player or a club, a DBU registered football agent must be able to submit invoices showing the football agent service fee as well as any costs and other fees involved in representing the player or club in question.
- 10.9 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 receipts relating to a specific transaction.
- 10.10 As a football agent, it is a requirement that the football agent complies with applicable data protection regulations at all times and thus processes the personal data in their possession in a safe and secure manner so as to protect the players' personal data in compliance with data protection regulations.



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## 11. Disciplinary sanctions against the football agent

- 11.1 If a DBU registered football agent fails to fulfil the obligations towards a player or a club under a representation agreement or fails to fulfil their obligations pursuant to this circular, including by violating the rules and regulations issued by DBU, the Danish League Association, UEFA or FIFA from time to time, the Danish Football's Disciplinary Committee 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 Full or partial forfeiture of fees already earned.
  - 11.1.4 Suspension of football agent status.
  - 11.1.5 Termination of football agent status.
- 11.2 Any violation of Article 7, paragraph 6.4, shall be sanctioned, at a minimum, with a fine and a suspension of the football agent status of up to two years.
- 11.3 DBU must publish sanctions under Article 11, paragraph 1.1-1.5 and Article 11, paragraph 2, 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 so it has worldwide effect in accordance with the FIFA Disciplinary Code.

- 11.4 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.
- 11.5 If the football agent's failure to perform obligations occurs in connection with an international transaction, the power to impose sanctions can be held by DBU where the football agent in question is subject to DBU's authority, cf. Article 3. Otherwise, complaints must be submitted to FIFA's Disciplinary Committee.



## 12. The player's obligations

- 12.1 Before entering into a representation agreement with a football agent, the player must take reasonable action to ensure that the football agent is appropriately registered at DBU's national football agent platform ([www.dbu.dk/agent](http://www.dbu.dk/agent)).
- 12.2 Before entering into a representation agreement with a football agent, the player must take reasonable action to ensure that there is no potential or actual conflict of interest, see however Article 10, paragraph 2.4 and Article 10, paragraph 3.
- 12.3 A player who makes use of a football agent is responsible for ensuring that a representation agreement is concluded and registered via DBU's football agent platform accordance with Article 7.
- 12.4 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.
- 12.5 On renegotiation of a player contract, the player must, if using a football agent and having concluded a new agreement with the football agent prior to the renegotiations, ensure that the new representation agreement is duly submitted to DBU in accordance with article 7.
- 12.6 If any other agreements governing the relationship between the football agent and the player are concluded in addition to the representation agreement and the player contract, including on fees and remuneration of any kind, the player must ensure that such agreements reach DBU via DBU's national football agent platform ([www.dbu.dk/agent](http://www.dbu.dk/agent)).
- 12.7 If so, requested by DBU, UEFA or FIFA, the player must submit any additional documentation within a reasonable timeframe.



### 13. Disciplinary sanctions against the player

13.1 If a player fails to fulfil the 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 Ban.

13.2 If the player's failure to perform the 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 cf. Article 3. Complaints arising from or in connection with, a representation agreement with an international dimension must be submitted to FIFA's Disciplinary Committee.

### 14. The club's obligations

14.1 Before entering into a representation agreement with a football agent, the club must take reasonable action to ensure that the football agent is appropriately registered at DBU's national football agent platform ([www.dbu.dk/agent](http://www.dbu.dk/agent)).

14.2 Before entering into a representation agreement with a football agent, the club must take reasonable action to ensure that there is no potential or actual conflict of interest, see however Article 10, paragraph 2.4 and Article 10, paragraph 3.

14.3 A club that makes use of a DBU registered football agent is responsible for ensuring that a representation agreement is concluded and then submitted to DBU in accordance with Article 7.

14.4 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.

14.5 On renegotiation of a player contract, the club must, if using a football agent and having concluded a new agreement with the football agent prior to the renegotiations, ensure that the new representation agreement is duly submitted to DBU in accordance with Article 7.

14.6 If any other agreements governing the relationship between the football agent and the club are concluded in addition to the representation agreement, the player contract and the transfer agreement, including on fees and service fee, the club must ensure that such agreements reach DBU via DBU's national football agent platform ([www.dbu.dk/agent](http://www.dbu.dk/agent)).

- 14.7 If so, requested by DBU, UEFA or FIFA, the club must submit any additional documentation within a reasonable timeframe.
- 14.8 If, in connection with a transfer agreement, a club is to pay transfer 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 Article 8. In case the transfer has a cross-border element, the payment must be made through FIFA's Clearing House in accordance with the FIFA Clearing House Regulations.



## 15. Disciplinary sanctions against the club

- 15.1 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:
- 15.1.1 Disapproval or reprimand.
  - 15.1.2 Fine.
  - 15.1.3 Temporary ban on concluding and extending player contracts.
  - 15.1.4 Temporary ban on national and international club transfers.
  - 15.1.5 Exclusion from participation in national and international tournaments.
- 15.2 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. Complaints arising from or in connection with, a representation agreement with a cross-border element must be submitted to FIFA's Disciplinary Committee.

## 16. Liability insurance of a football agent

- 16.1 It is a football agent's responsibility to obtain professional liability insurance. DBU encourage all football agents within the territory and jurisdiction of DBU to take out such insurance.

## 17. Termination of football agent activity

- 17.1 A football agent who terminates their football agent activity must deregister with DBU.

## 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. DBU's authority in this respect is exercised by DBU's administration with an option to appeal to the Danish Football's Disciplinary Committee in accordance with the rules and regulations issued by DBU from time to time.



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**18.2** With regard to any questions relating to football agent activity which is not governed by this circular but still within the territory and jurisdiction of DBU, cf. Article 3, the CEO of DBU has the decision-making authority with the option to appeal to Danish Football's Disciplinary Committee 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, cf. Article 3. Otherwise, breaches or other complaints which include a football agent's, a player's, or a club's obligations according to the FIFA Football Agent Regulations, the FIFA Statutes, the FIFA Disciplinary Code, FIFA Code of Ethics or any other FIFA regulations in connection with an international transaction, the power to impose sanctions is subject to FIFA Disciplinary Committee's authority.

## **19. Administrative complaints**

**19.1** Complaints against decisions made by DBU's administration in accordance with Article 5 may be brought before Danish Football's Disciplinary Committee 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 Article 8-15 may be brought before Danish Football's Disciplinary Committee if the person against whom a complaint has been made subject to DBU's authority. Otherwise, complaints regarding transactions with a cross-border element must be submitted to FIFA's Disciplinary Committee. Any disputes arising from or in connection with, a representation agreement in relation to a transaction with a cross-border element, will be dealt with by FIFA's Agents Chamber of the Football Tribunal.

**20.2** Disciplinary complaints against football agent activity must be submitted in writing to the relevant football authority no later than two years after the respective matter has occurred.

**20.3** Danish Football's Disciplinary Committee may commence a disciplinary investigation at its own initiative. Such investigation must be commenced no later than three years after the matter(s) has (have) occurred. The limitation



period is suspended when the Disciplinary Committee 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, see however paragraph 2 and 3 in this article.
- 21.2 Without prejudice to the right of a football agent, a player, or a club to seek redress before an ordinary court of law, for disputes arising from or in connection with, a representation agreement without a cross-border element, the parties can agree to submit the matter to arbitration via Danish Football's own arbitration tribunal (Fodboldens Voldgiftsret) or any other arbitration tribunal to settle their dispute. If the parties decide to use Danish 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.
- 21.3 Without prejudice to the right of a football agent, a player, or a club to seek redress before an ordinary court of law, the FIFA Agents Chamber of the Football Tribunal has jurisdiction to deal with disputes:
- a) arising out of, or in connection with, a representation agreement with a cross-border element (see FFAR Article 2, paragraph 2);
  - 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 since the event giving rise to the dispute; the application of this time limit shall be examined ex officio in each case.

## 22. Commencement and transitional provisions

- 22.1 This circular has been adopted by the DBU Board of Directors on 7<sup>th</sup> September 2023.
- 22.2 The circular enters into force 1<sup>st</sup> October 2023. At the same time, circular no. 117 (2018) is revoked.
- 22.3 Agreements falling within the scope of circular 117 which are concluded before 1<sup>st</sup> October 2023 will continue to apply until they terminate in accordance with their terms

Brøndby, 7<sup>th</sup> September 2023

On behalf of the Board

Kenneth Reeh

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 DBU board of directors
- All DBU registered football agents



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