

APPROVED
by the decision of the Executive
Committee
«Kazakhstan Football Federation»
Association of Legal Entities»
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REGULATIONS OF THE KAZAKHSTAN FOOTBALL FEDERATION ON FOOTBALL AGENTS



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MAIN CONCEPTS

Football Agency- A legal entity acting as a means of carrying on the business of one or more football agents.

Football Agent - an individual licensed by FIFA to provide football agent services.

Client - a club, player or coach who has entered into a Representation Agreement with a Football Agent.

Services - football-related services performed by a Football Agent or Football Agency for or on behalf of the Client, including any negotiation, communication relating thereto or preparatory thereto, or other related activities, for the purpose of the Client entering into a transaction.

Bound football agent - A Football Agent related to another Football Agent through a Football Agency; Football Agents who are directors and founders/participants of the same Football Agency; Football Agents who are married or cohabitating or are close relatives; Football Agents have entered into any verbal or written cooperative agreements/contracts (more than once) to provide the Services or to share revenue/profits from any part of the Services.

Club - a club that can bring in or release a player or coach.

Natural person (further - NP) – player or coach.

Platform - A digital platform managed by FIFA through which the licensing, dispute resolution, continuing professional development and reporting processes are carried out.

Regulation - the present KFF Regulations on Football Agents.

FIFA Regulations on Football Agents - document regulating the activities of Football Agents and Football Agencies.

Remuneration - The total financial compensation of the NP, as specified in the agreed employment contract, which includes the base salary or any amount payable to the NP.

Representative agreement - a written agreement between the Football Agent or the Football Agency and the NP or the Club for the provision of the Services.

Transaction - Employment of an NP in the Club (including registration, deregistration, termination or amendment of the terms of the employment contract), as well as transfer of a player's registration from one club to another club.

Continuous professional development (further - CPD) - activities of Football Agents as part of their training on the Platform.

Candidate - a natural person, who intends to take an examination to obtain a FIFA license to provide the Services.

Terms referring to NP are applicable to both genders. Any term in the singular is applicable to the plural and vice versa

Chapter 1. SCOPE OF APPLICATION

1. Present Regulations regulate the activities of Football Agents and Football Agencies in the territory of the Republic of Kazakhstan under the jurisdiction of KFF, and apply to all Representation Agreements that are not international in nature.

2. In the event that the Football Agent's Services are associated with a particular Transaction in connection with an International Transfer (or the transfer of a Coach to a club belonging to an association different from that of his previous employer) such Representation Agreement shall be international in nature and governed by the FIFA Football Agents Regulations.

3. Other matters not covered by these Regulations shall be governed by the FIFA Football Agents Regulations.

4. Provisions and norms of these Regulations shall not contradict the current legislation of the Republic of Kazakhstan. In case of such, the contradictory provisions or norms of these Regulations shall be automatically recognized as invalid.

Chapter 2. GENERAL PROVISIONS

5. Only Football Agent is able to provide Services.

6. A football agent must always meet the qualification requirements set out in Article 5 of the FIFA Football Agents Regulations

7. The Football agent, is also able to conduct his business relations through the means of Football Agency.

8. Any employees or contractors employed by the Football Agency who are not Football Agents may not provide Services or in any way contact NP for the purpose of entering into a Representation Agreement.

9. A Football Agent shall be solely responsible for any conduct of its Football Agency, its employees, contractors or other representatives if they breach these Regulations and the FIFA Football Agents Regulations.

10. The following persons or entities may not be interested in the activities of a Football Agent or Football Agency:

1) Clients;

2) Any entity that is not eligible to become a Football Agent in accordance with Article 5 of the FIFA Football Agents Regulations

3) Any natural or legal person who owns or holds, directly or indirectly, any rights associated with the registration of a player in violation of Article 25 or Article 26 of the KFF Regulations on Player Statuses and Transitions.

Chapter 3. REPRESENTATION

11. The Football Agent may only provide Services to the Client after entering into a written Representation Agreement with the Client.

12. Only the Football Agent may approach or enter into a Representation Agreement with a prospective client.

13. The term of the Representation Agreement concluded between the NP and the Football Agent cannot exceed 2 (two) years. This term may only be extended by a new Representation Agreement. Any automatic renewal provision, or any other provision purporting to extend any term of the Representation Agreement beyond the maximum term, shall be null and void.

14. The Football Agent may enter into only one Representation Agreement with the same NP at a time. Before entering into a Representation Agreement with an NP or before amending an existing Representation Agreement with an NP, the Football Agent is obliged to:

- 1) inform the NP in writing that it should consider obtaining independent legal advice in connection with the Representation Agreement;
- 2) obtain written confirmation from the NP that it has either obtained such independent legal advice or has decided not to seek such independent legal advice.

15. The representation agreement concluded between the Club and the Football Agent has no maximum term of validity

16. A Football Agent may enter into multiple Representation Agreements with the same Club at any time, subject to these agreements relating to different Transactions.

17. A representation agreement shall only be valid if it contains the following minimum requirements:

- 1) Names of Parties;
- 2) Duration (if applicable);
- 3) Amount of the cost of Services;
- 4) Type of Services provided;
- 5) Signatures of Parties;

18. The Football Agent may only provide Services and other Services to one party to a Transaction, except where the Football Agent provides Services and other Services to the NP and the engaging Club involved in the same Transaction, subject to the prior express written consent of both Clients.

19. The Football Agent is not able to provide Services and other Services in terms of the same Transaction for:

- 1) The releasing Club and NP;
- 2) The releasing and engaging Club;
- 3) All of the Parties.

20. The Football Agent and the associated Football Agent may not provide Services or other Services to different Customers in the same Transaction, except as provided in clause 18.

21. Any relevant transfer agreement or employment contract entered into after the provision of the Services shall specify the name of the Football Agent, the Client and the FIFA license number and signature of the Football Agent.

22. Client is able to conduct negotiations and conclude Transactions without involvement of the Football Agent. If so, this should be explicitly stated in the relevant transfer agreement or employment contract.

23. Any clause in the Representation Agreement shall be deemed invalid if it:

1) limits NP's ability to independently negotiate and conclude an employment contract without the involvement of the Football Agent;

2) imposes a fine upon the NP, who independently negotiates and/or concludes an employment contract without the involvement of the Football Agent

24. The Representation Agreement may be terminated at any time by either party if there is justifiable cause. A party which terminates the Representation Agreement without justified cause shall be obliged to compensate the other party for any damage suffered. There is justifiable cause for termination of the Representation Agreement when a party can no longer reasonably be expected, in accordance with the principle of good faith, to continue the contractual relationship for the agreed term. This includes, but is not limited to, the following situations:

1) revocation or suspension of the Football Agent's license;

2) A ban on participating in any football-related activity;

3) a ban on the registration of new players, both nationally and internationally, at least for the duration of the registration period.

Chapter 4. REPRESENTATION OF MINOR CHILDREN

25. Appeal (and/or any subsequent execution of a Representation Agreement) with a minor or his/her legal guardian in connection with any Services may be made no more than six (6) months prior to the minor reaching the age when they may sign their first professional contract in accordance with the laws applicable in the country or territory where the minor will be employed. This approach may be applied only after obtaining prior written consent from the minor's legal guardian.

26. A football agent who wishes to represent a minor or represent a club in a Transaction involving a minor must first successfully complete a specific continuing professional development course on minors and fulfill any requirements for representing a minor established by the legislation applicable in the country or territory of the national association where the minor will be employed.

27. The representation agreement between the Football Agent and the minor is only enforceable in case that:

1) The Representation Agreement complies with the minimum requirements stipulated in paragraph 17;

2) The Football Agent has fulfilled paragraph clauses 25 and 26;

3) The representation agreement shall be signed by the minor and his/her legal guardian in accordance with the legislation applicable in the country or territory of the national association where the minor will be employed.

28. Any violation of clause 25 shall be punishable by a minimum fine and suspension of the Football Agent's license for a period of up to two (2) years.

Chapter 5. SERVICE FEE

29. The Football Agent may charge the Client for the Service in accordance with the Representation Agreement.

30. Payment for the Service due under the Representation Agreement shall be made solely by the Client. The Client may not contract with or authorize any third party to make such payment.

31. The only exception to the principle set out in clause 30. is where the Football Agent represents NP and his agreed annual remuneration is less than USD 200,000 (or equivalent), excluding any contingent payments. In such cases, NP may agree with the engaging Club to pay its Football Agent for that Transaction in accordance with the Representation Agreement. All of the following conditions must be met:

1) Payment for the Service made by the engaging Club on behalf of the NP shall not affect the Football Agent's fiduciary duties to the NP. Nor shall it create any dependence or subordination of the Football Agent towards the engaging Club.

2) The fee for the Service made by the engaging Club on behalf of the NP shall not exceed the fee for the Service agreed in the Representation Agreement between the NP and the Football Agent.

3) The Engaging Club may not deduct from the NP's remuneration any fee for the Service made in accordance with clause 31.

32. The fee for the Service due to the Football Agent shall be paid on the basis of the invoice issued to the Football Agent.

33. The Football Agent shall only be entitled to a fee for the Service if the fee corresponds to the Services agreed in advance in the Representation Agreement and the Representation Agreement is in force at the time the relevant Services are provided.

If the term of the employment contract exceeds the term of the relevant Representation Agreement, the Football Agent may receive payment for the Service after the expiry of the

Representation Agreement for as long as the employment contract entered into with the NP is still in force and provided that this is expressly agreed with the Client in the Representation Agreement.

34. Any payment for the Service shall be made after the end of the relevant enrollment period and in installments every three months during the term of the agreed employment contract.

35. Payment for the Service, calculated on a pro rata basis, is payable only for the Fee actually received by the NP.

36. If the term of the agreed employment contract is less than six months, payment shall be made in a one-time payment upon expiry of the agreed employment contract.

37. A football agent may not receive a fee for the Service when engaged to provide Services related to a minor, unless the player concerned signs his first or subsequent professional contract in accordance with the law applicable in the country or territory of the national association where the minor will be employed.

38. If the Football Agent acts on behalf of the engaging Club and the NP in the same Transaction in accordance with clause 18. (dual representation is permitted), the engaging Club may pay up to 50% of the total amount of the Service Fee due for the Service.

39. The Releasing Club shall pay the Service to the Football Agent upon receipt of each installment of Transfer Compensation due to the Releasing Club. The Releasing Club shall duly inform the Football Agent of any such payments received.

40. The Football Agent shall not be entitled to receive any payment not yet due for the Service arising out of an agreed employment contract in which:

1) the NP moves to another engaging Club before the expiry of the agreed employment contract.;

2) the agreed employment contract is terminated early by the NP without just cause and the Football Agent is still representing the NP at the time of such termination.

41. All payments for the Service shall be made through the FIFA Clearing Chamber in accordance with the FIFA Clearing Chamber Regulations.

If the FIFA Clearing Chamber Regulations do not govern payment for the Service at the time these Regulations come into force, payment shall be made directly to the Football Agent until such time as the FIFA Clearing Chamber Regulations govern payment for the Service.

Chapter 6. MAXIMUM AMOUNT OF PAYMENT FOR SERVICE

42. The payment for the Service shall be calculated as follows:

1) When representing the interests of the NP or the engaging Club: depending on the Fee of the NP;

2) When representing the releasing Club: on the basis of the transfer compensation of the relevant Transaction.

43. The maximum Service Fee payable for the provision of Services in a Transaction, regardless of the number of Football Agents providing Services to a particular Client, is as follows:

Client	Maximum amount of the Fee for the Service	
	NP's Annual remuneration that is less or equal to 200 000 US dollars (or equivalent to)	NP's Annual remuneration, exceeding 200 000 US dollars (or equivalent to)
NP	NP's from Remuneration 5%	3% from NP's remuneration
Engaging Club	NP's from Remuneration 5%	3% from NP's remuneration
Engaging Club and NP (dual representation is allowed)	NP's 10% from Remuneration	6% from NP's remuneration
Releasing Club (Transfer compensation)	10% of the transfer compensation amount	

For the avoidance of doubt, the following measures shall be applied:

Any contingent payments may be disregarded in the calculation to determine the threshold on the amount of the Fee to be paid to the NP for the relevant Service fee.

1) If the NP's remuneration exceeds \$200,000 (or equivalent), the annual excess of that amount is subject to a cap on the Service Fee of 3% if the Football Agent represents the NP or the engaging Club, or 6% if it represents both the engaging Club and the NP (dual representation is permitted)

2) The calculation of transfer compensation may not include:

a) any amount paid as compensation for breach of contract in accordance with Article 22 of the KFF Regulations on the Status and Transfers of Players;

6) any payment for the sale of a Player.

44. If the Football Agent or a Related Football Agent provides other Services to the Customer involved in that Transaction within 24 months before or after the Transaction, it shall be presumed that the other Services were part of the Services provided under that Transaction unless proven otherwise.

45. Unless the Football Agent and/or the Customer rebut the presumption set out in clause 44., fees paid for other Services shall be deemed to form part of the fees for the Service provided under this Transaction.

Chapter 7. RIGHTS AND OBLIGATIONS OF THE FOOTBALL AGENT

46. A football agent is allowed to:

1) provide the Services to any Client who enters into a written representation agreement containing the minimum terms and conditions described in Article 12 of the FIFA Football Agents Regulations;

2) not contact a Client who is bound by an exclusive representation agreement with another Football Agent, except for the last two months of that exclusive representation agreement;

3) not enter into a Representation Agreement with a Client who is bound by an exclusive representation agreement with another Football Agent, except for the last two months of that exclusive representation agreement.

47. The football agent is obliged to:

- 1) always act in the best interest of their Client(s);
- 2) respect and adhere to the statutes, regulations, provisions, directives and decisions of the competent authorities of the KFF and FIFA;
- 3) avoid conflicts of interest when providing the Services;
- 4) ensure that their name, license number, signature and their client's name appear on any contracts arising from the provision of the Services;
- 5) always meet the qualification requirements for obtaining a license as described in Article 5 of the FIFA Football Agents Regulations and Chapter 8 of these Regulations;
- 6) pay the annual FIFA License Fee within the period specified on the Platform as described in Article 7 of the FIFA Football Agents Regulations and Chapter 8 of these Regulations;
- 7) comply with the requirements of the NDP as described in Article 9 of the FIFA Football Agents Regulations and Chapter 8 of these Regulations;
- 8) Comply with current disclosure and reporting requirements as described in subparagraph (10) of this paragraph and paragraph 46.;
- 9) immediately report any breach of these Regulations or the FIFA Football Agents Regulations, regulations or codes of conduct to the appropriate authority or body;
- 10) to upload to the Platform:
 - a) within 14 days of execution, amendment or termination of the Representation Agreement: up-to-date Representation Agreement and information requested on the Platform;
 - b) Within 14 days of execution: any agreement with the Client other than the Representation Agreement, including but not limited to agreements relating to other Services and information requested on the Platform;
 - c) within 14 days after payment for the Service: information requested on the Platform;
 - d) within 14 days of a payment related to any agreement entered into with the Client other than a Representation Agreement: the information requested on the Platform;
 - e) within 14 days of the occurrence of: any contractual or other agreement between the Football Agents to cooperate in the provision of any of the Services or to share revenues or profits from any part of the Services;
 - f) within 14 days of the occurrence: any information that may affect the obligation to qualify;
 - g) within 14 days of the occurrence of: any settlement agreement entered into with the Client or other Football Agent.

11) if they conduct their business relationship through the Football Agency, upload to the platform:

a) within 14 days of the first Transaction involving the Football Agency: its ownership structure, the identity of its shareholders, the shareholding in its share capital and/or the identity of its beneficial owners;

b) within 14 days of the first Transaction involving a Football Agency: the number of Football Agents who use the same Football Agency to conduct their business and the names of all its employees;

c) Within 30 days of the occurrence of: any changes to any information previously provided in relation to the Football Agency.

48. A football agent may not participate or attempt to participate in the following activities:

1) Contact, negotiate, take any steps, solicit or in any way facilitate discussions between the parties to enter into a Transaction (including statements to the media) against any NP to induce them to terminate their employment contract early without cause or to breach any obligations in their employment contract.

2) Offer or pay any improper personal, monetary or other advantage, directly or indirectly, in order to:

a) any official or employee of KFF in connection with the Services;

b) NP (or to any family member, legal guardian or friend of NP) in connection with a representation agreement with that Football Agent.

3) To conceal material facts from the Client, including, without limitation:

a) not declare a conflict of interest (even if such a conflict would otherwise be resolved in accordance with these Regulations);

b) not to inform about the written offer (by any means of communication) made to the Client.

4) To evade the limitation set out in these Regulations, directly or indirectly, such as by deliberately increasing the Service charges charged or that would otherwise be charged to the Customer for other Services.

5) To accept the payment of any transfer compensation or training compensation that is paid in connection with the transfer of a player from one club to another. This includes, without limitation, any rights described in Article 26 of the KFF Regulations on Status and Transfers.

6) To be involved, directly or indirectly, in a transfer period as defined in the KFF Regulations on Status and Transfers or to hold any rights relating to the registration of a player in breach of Article 25 or Article 26 of the KFF Regulations on Status and Transfers.

7) Violate these Regulations in any other way.

49. Regarding disclosure and reporting, the Football Agent is obliged to:

1) immediately inform the Client of any written proposal (by any means of communication) they have received in relation to their Client;

2) provide the Client, upon request, with a copy of the relevant Representation Agreement or any other written agreements in respect of other Services, a copy of the employment contract or any other written documents obtained in connection with the Services, a schedule detailing payments of any kind made to the Football Agent in connection with the Transaction in which they were involved;

3) upon request, cooperate with the relevant KFF and/or FIFA authority in relation to any request for information of any type in any form.

Chapter 8. LICENSE REQUIREMENTS

50. The Football Agent's license is automatically suspended on a temporary basis if he is unable to:

- 1) meet the qualification requirements at all times;
- 2) pay FIFA's annual license fee by the due date specified on the Platform;
- 3) comply with the requirements of the NDP during the calendar year;
- 4) to fulfill its reporting obligations;

51. The FIFA General Secretariat is responsible for compliance with the requirements set out in paragraph 50.

52. If paragraph 50(1) applies:

1) the FIFA General Secretariat will notify the Football Agent that there are reasons to believe that he does not meet the qualification requirements and of the automatic temporary suspension of his license;

2) the matter will be referred to the FIFA Disciplinary Committee for its decision.

If one or more of the circumstances described in clauses (2), (3) and (4) of paragraph 47.:

1) the FIFA General Secretariat will notify the Football Agent of their non-compliance and of the automatic suspension;

2) if the Football Agent fails to correct his noncompliance within sixty (60) days of the automatic suspension of his license, his license shall be revoked.

Chapter 9. RIGHTS AND OBLIGATIONS OF CLIENTS

53. Clients:

1) may employ a Football Agent to provide the Services, provided that they do not wish to engage in such activities themselves;

2) pay the fee for the Service agreed with the Football Agent in a timely manner, in the manner set out in these Regulations and in accordance with the relevant Representation Agreement, employment contract and transfer agreement (as applicable);

3) must ensure that the Football Agent is appropriately licensed by FIFA before signing the relevant representation agreement;

4) must cooperate with the relevant KFF and/or FIFA authority in respect of any request in relation to the Football Agent made by those authorities;

5) may request from the Football Agent a schedule detailing all payments of any kind (including all fees, commissions and expenses) made by and/or in respect of that Client;

6) (for clubs) must upload to the FIFA Transfer Matching System (TMS) within fourteen (14) days of occurrence:

a) the information requested from TMS at the completion of each Transaction that is an international transfer in which the club participates;

b) any modification or termination of the relevant representation agreement;

c) any agreement with a Football Agent other than a Representation Agreement, including, but not limited to, other Services and information requested by TMS;

d) information requested from TMS upon payment of a fee associated with any agreement entered into with a Football Agent other than a Representation Agreement;

e) must immediately report any breach of these KFF and FIFA Regulations.

54. Clients (and their officers, where applicable) may not engage in or attempt to engage in the following activities:

1) Hire or appoint an unlicensed person to provide the Services;

2) Accept or solicit any improper personal, monetary or other advantage from the Football Agent;

3) Provide, offer or seek to offer remuneration or promise of any kind, directly or indirectly, to the Football Agent (or any family member or other person associated with that Football Agent) other than the agreed fee for the Service;

4) National associations and clubs to interfere with an individual's freedom to select or influence a Football Agent;

5) Participate or assist, directly or indirectly, in any circumvention of the Service fee cap set forth in these Regulations;

6) Have an interest in the Football Agency or the affairs of the Football Agent under clause 10.;

7) National Associations and clubs directly or indirectly, induce or coerce NP to breach the terms of the Representation Agreement with their Football Agent;

8) Fail to report immediately to the KFF or FIFA any breach of these Regulations;

9) Permit a Football Agent or their Football Agency to take an interest in them;

10) Any other violation of these Regulations.

Chapter 10. INFORMATION DISCLOSURE AND PUBLICATION

55. FIFA must ensure access to:

- 1) the names and details of all Football Agents;
- 2) the names of the clients represented by the Football Agents, the exclusivity or non-exclusivity of their representation and the expiration dates of the Representation Agreement;
- 3) Services provided to each Client;
- 4) any sanctions imposed on Football agents and clients;
- 5) detailed information on all Transactions involving Football Agents, including amounts of Service fees payable to Football Agents.

Chapter 11. DISPUTES RESOLUTION.

56. Without prejudice to the rights of the Football Agent or the Client to claim in a civil court, the Football Agents Chamber of the FIFA Football Tribunal has jurisdiction to hear disputes:

- 1) arising out of or in connection with a Representation Agreement of an international character (see Article 2(2) of the FIFA Football Agents Regulations);
- 2) if the claim is filed in accordance with the procedural rules governing the Football Tribunal;
- 3) if no more than two years have elapsed since the event giving rise to the dispute; the application of this time limit shall be considered on a case-by-case basis.

57. Detailed dispute resolution procedures are set out in the Rules of Procedure governing the Football Tribunal.

58. Without prejudice to the rights of the Football Agent or the Client to claim in a civil court, the KFF Dispute Resolution Chamber shall be entitled to decide on the following matters:

- 1) arising out of or in connection with the Agreement on Representation of a National matter;
- 2) if the application is filed in accordance with the procedural rules governing the activity of the Dispute Resolution Chamber of the KFF;
- 3) if no more than two years have elapsed since the event giving rise to the dispute; the application of this time limit shall be considered on a case-by-case basis.

59. Detailed dispute resolution procedures are set out in the KFF Dispute Resolution Chamber's Rules of Procedure.

Chapter 12. LAW ENFORCEMENT

60. The FIFA Disciplinary Committee and the independent FIFA Ethics Committee shall be competent to impose sanctions on any Football Agent or Client who violates the FIFA Football Agents Regulations, the FIFA Statutes or any other provisions of FIFA, in accordance with the FIFA Football Agents Regulations, the FIFA Disciplinary Code and the FIFA Code of Ethics.

61. FIFA has jurisdiction over:

1) any matter relating to a representation agreement of an international nature (see Article 2(2)(2) of the FIFA Football Agents Regulations);

2) any matter related to international transfer or international Transaction.

62. The Control and Disciplinary Committee and the KFF Ethics Committee are competent to impose sanctions on any Football Agent or Client who violates these Regulations, the KFF Statutes or any other KFF regulations, in accordance with these Regulations, the KFF Disciplinary Regulations and the KFF Code of Ethics.

63. The KFF has jurisdiction over:

1) any matter relating to a representation agreement not of an international character;

2) any matter related to a national transfer or national Transaction.

Chapter 13. EXAMINATION PROCEDURE

64. If the candidate meets the qualification requirements and has chosen the KFF as the exam organizer, FIFA invites the candidate to the KFF to take the exam.

65. The KFF may charge a candidate an examination fee solely to cover its costs of organizing and administering the examination. Failure to pay the entry fee prior to the examination will result in disqualification of the candidate from taking the examination.

66. The amount of the entrance fee for the examination shall be 7 (seven) monthly calculation indices established for the relevant financial year in the Republic of Kazakhstan

67. After submitting an application for examination to the KFF and approving the date of the examination, the KFF has the right to request from the candidate an identity document, a certificate of criminal record (for residents of the Republic of Kazakhstan), a document confirming the fact of payment of the entrance fee by the candidate, as well as other documents at the discretion of the KFF.

68. The frequency and date of the examinations shall be determined and communicated by FIFA circular

69. In accordance with the FIFA Football Agents Regulations, the examination will be a test with questions prepared by FIFA.

70. In everything else not provided for in these Regulations, the football entities concerned will be governed by the relevant provisions of the FIFA Football Agents Regulations.