



INTERMEDIARIES REGULATIONS

Adopted at the Football Association Meeting held on 1 December 2015 and most recently amended at the Football Association Meeting held on 23 June 2020.

These intermediaries regulations have been translated from Dutch into English. In the case of any discrepancy in the interpretation of the Dutch and English texts of these intermediaries regulations, the Dutch text shall be authoritative.

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Definitions

intermediary	a natural person or legal entity that, for a fee or otherwise, represents or wishes to represent players and/or clubs in negotiations on the formation of player contracts and/or player transfer agreements and is registered as such with the KNVB in accordance with these regulations
intermediary statement	the statement adopted by the Football Association Executive Board as referred to in article 2, paragraph 3, under a. of these regulations in connection with being able to be registered as an intermediary
player	a player who is a member of the KNVB as mentioned in article 6, paragraph 2, under d. of the Articles of Association
representation agreement	any written agreement between, on the one hand, an intermediary and, on the other, a player or a club that relates to the representation of the player or club by the intermediary, for a fee or otherwise, in negotiations concerning the formation of player contracts and/or player transfer agreements

Article 1 – General

- The members referred to in article 6, paragraph 2 of the Articles of Association may only be represented by intermediaries in negotiations concerning the formation of player contracts and/or player transfer agreements, with due observance of the provisions in these regulations.
- Only legal entities and natural persons of full age can be intermediaries.
- The following cannot be intermediaries:
 - natural persons employed by or holding any other position in any club, the KNVB, UEFA and/or FIFA;
 - legal entities holding any position in any club, the KNVB, UEFA and/or FIFA;
 - natural persons or legal entities that are shareholders of a club;
 - legal entities with which an officer of a club is affiliated as employee, contractor, board member, supervisor or shareholder.
- Parties involved in the negotiations on player contracts and/or player transfer agreements are not permitted to make the formation of these player contracts and/or agreements directly or indirectly contingent on the obligation for the player to be represented by a specific intermediary.



Article 2 - Registration of intermediaries

1. The KNVB keeps a registration of intermediaries. This register and any amendments to it shall be published via the medium designated for publications by the Football Association Executive Board.
2. A natural person or legal entity that, for a fee or otherwise, wishes to represent players and/or clubs in negotiations on the formation of player contracts and/or player transfer agreements can be registered as intermediary with the KNVB at any time.
3. Prior to registration, the natural person and/or legal entity wishing to register as an intermediary must submit the following documents of the natural person and/or legal entity and of the person and/or persons legally representing the legal entity to the KNVB, insofar as applicable:
 - a. a completed and signed intermediary statement;
 - b. a copy of a valid passport and/or valid identity card; and
 - c. an original certificate of good conduct [Verklaring omtrent het gedrag] or, if the natural person and/or legal entity is not registered in the key register of the Dutch government or Dutch Chamber of Commerce, respectively, a comparable document issued in the country where the natural person and/or legal entity is registered, at the discretion of the Football Association Executive Board, and whereby this document must have been issued:
 - i. no more than six months before the registration; and
 - ii. with a view to the representation of players and/or clubs.
4. An intermediary will be registered by the KNVB and will receive a certificate of registration if the requirements mentioned in paragraph 3 of this article have been met and the fee referred to in paragraph 8 of this article has been received. During the term of the registration, an intermediary registered by the KNVB is entitled to designate him/her/itself as: 'KNVB Registered Intermediary'. KNVB logos may not be used.
5. If an intermediary is a legal entity, then, in addition to the legal entity, every employee of the legal entity who is directly involved in the negotiations regarding the formation of player contracts and/or player transfer agreements must register as an intermediary with the KNVB in accordance with the provisions of paragraphs 2 and 3 of this article.
6. A registration as referred to in this article expires on 31 March following the registration or ends at the moment an intermediary has notified the KNVB in writing that it no longer represents or wishes to represent players and/or clubs. The registration also ends upon the death of the intermediary in question.
7. A registration that expires in accordance with the provisions of paragraph 6 of this article can be renewed each time. The provisions of paragraph 3 of this article apply mutatis mutandis to every renewal.
8. The KNVB charges the intermediary the registration costs for each registration. These registration costs are determined and announced by the Football Association Executive Board by 1 February of each year at the latest.
9. The Football Association Executive Board is authorised to terminate the registration of an intermediary if:
 - a. an intermediary violates the Articles of Association or the regulations of the KNVB, UEFA and/or FIFA or decisions of one or more of their bodies; this does not affect the powers of the competent disciplinary bodies;
 - b. an intermediary has been irrevocably found to be in violation of regulations by a disciplinary body of the KNVB, an association affiliated with FIFA, UEFA and/or FIFA;
 - c. an intermediary is placed under guardianship or protective guardianship;
 - d. an intermediary has been granted an irrevocable suspension of payments;
 - e. an intermediary has been declared bankruptcy pursuant to a final court order;
 - f. the legal debt restructuring scheme has been pronounced with respect to the intermediary; and/or
 - g. the intermediary has been irrevocably convicted of a crime.
10. An intermediary whose registration has been terminated by a decision of the Football Association Executive Board and/or an association affiliated with FIFA is excluded from registration as an intermediary by the KNVB for a period of maximum 5 years, starting from the moment the intermediary's registration has ended, at the discretion of the Football Association Executive Board.
11. An intermediary whose registration has expired or been terminated must immediately return his/her/its registration certificate to the KNVB.

Article 3 - Notification and disclosure

1. No later than 31 March of each year, the KNVB will publish the names of all intermediaries registered by the KNVB in the season immediately preceding the season, including with respect to which player contracts and/or player transfer agreements these intermediaries have been involved in the negotiations regarding the formation thereof, via the medium designated for publications by the Football Association Executive Board.
2. The KNVB will also publish the total amount actually paid to intermediaries by each club affiliated with the KNVB over the previous season.



Article 4 - Conflicts of interest

1. A player cannot be represented by more than one intermediary in the negotiations on the formation of the player contract and/or an agreement on the transfer of that player.
2. In the event that an intermediary engages another intermediary and/or works with one or more other intermediaries during the negotiations on the establishment of a player contract and/or player transfer agreement, other than intermediaries employed by the same legal entity intermediary in which the aforementioned intermediary is employed, the agreements as referred to in this paragraph must be recorded in writing and submitted to the KNVB in the context of the registration as referred to in article 6, paragraph 1 of these regulations.
3. If a player and a club, in negotiations between them concerning the formation of a player contract and/or a player transfer agreement for this player, wish to be represented by one and the same intermediary, the player and the club must give their written consent for this prior to such negotiations and record in writing whether the intermediary receives compensation on behalf of the player and/or club. The player and/or the club must submit the agreements and/or documents as referred to in this paragraph to the KNVB in the context of the registration as referred to in article 6, paragraph 1 of these regulations.

Article 5 - Obligations of intermediaries

1. An intermediary is obliged:
 - a. to comply with the Articles of Association and/or the regulations of the KNVB, UEFA and/or FIFA and/or with decisions of one or more of their bodies;
 - b. to refrain from conduct that harms the interests of the KNVB, its bodies and/or the sport of football in general;
 - c. to provide all necessary information requested by the KNVB, UEFA and/or FIFA and/or one or more of their authorised bodies;
 - d. to refrain from activities and work as far as players younger than 14 years and 6 months are concerned;
 - e. to refrain from inducing a player to prematurely terminate his or her player contract and/or fail to meet his or her obligations under that contract;
 - f. to ensure that his/her name and signature, or in case the intermediary is a legal entity, the name and signature of an employee of the legal entity registered in accordance with these regulations, appear in every player contract and/or player transfer agreement that was formed through his/her representation;
 - g. to comply with the applicable legislation (including the legislation on employment mediation);
 - h. to ensure that the player contract and/or player transfer agreement states the fee that the intermediary will receive in connection with the negotiations concerning the formation of the contract and/or the agreement;
 - i. to refrain from offering and/or providing any consideration of any nature whatsoever, directly or indirectly, to one or more members of the KNVB as referred to in article 6, paragraph 1 of the Articles of Association as a result of, or in connection with:
 - the negotiations on the formation of player contracts and/or player transfer agreements;
 - any advantage, service, favour and/or any form of preferential treatment with respect to any players of a club;
 - obtaining access to players of a club; and/or
 - recommending an intermediary to players and/or clubs.
 Members of the KNVB as referred to in article 6, paragraph 1 of the Articles of Association are not permitted to accept or receive such offers or gifts; and
 - j. to refrain from offering or providing any consideration of any nature whatsoever, directly or indirectly, to a player or family member of that player in relation to the possible representation of that player. Players are not permitted to accept or receive such offers or any consideration.
2. An intermediary is and remains at all times responsible and liable for work and activities performed or carried out for, on behalf of or on the instructions of the intermediary.

Article 6 - Representation agreement

1. The agreement between an intermediary and a player or club must be laid down in writing. The Football Association Executive Board adopts a standard agreement, the content of which must be included in every representation agreement. This representation agreement must be offered as a schedule to the player contract as referred to in article 53 of the Professional Football Regulations or article 34 of the Amateur Football Regulations for registration by the Professional Football Board or the Amateur Football Board, respectively.
2. A representation agreement cannot be concluded for a term of more than two years. A renewal of the representation agreement, likewise for a period of maximum two years, must be laid down by written agreement. Tacit renewal of the representation agreement is not permitted.
3. The representation agreement may never contain provisions that are contrary to the provisions of the law, the Articles of Association or the regulations of the KNVB, UEFA or FIFA or decisions of one or more of their bodies;



4. The representation agreement shall, as part of the registration referred to in paragraph 1 of this article, be registered if the applicable legislation, Articles of Association and/or the regulations of the KNVB, UEFA and/or FIFA and/or decisions of one or more of their bodies are complied with.
5. The registration of the representation agreement shall be notified to the intermediary in writing.

Article 7 - Attribution

1. A player and the intermediary representing him/her are required to ensure that the name and signature of the relevant intermediary appears in every player contract entered into by the player where the intermediary has represented the player. If a player has not been represented by an intermediary, this must also be stated in the player contract.
2. A club and the intermediary representing it are required to ensure that the name and signature of the relevant intermediary appears in every player transfer agreement and/or player contract entered into by this club where the intermediary has represented the club. If a club has not been represented by an intermediary, this must also be stated in the particular contract.
3. Players and/or clubs must ensure that the intermediaries representing them have signed:
 - a. the intermediary statement; and
 - b. the representation agreement.

Article 8 - Payments to intermediaries

1. The representation agreement must lay down the agreements concerning any fee that the club owes to an intermediary.
2. The height of the fee owed to an intermediary who represents a player must be calculated on the basis of the agreed gross base annual salary including signing fee on a pro rata basis, excluding any premiums and/or bonuses, whether or not guaranteed, of the player over the entire term of the player's contract.
3. Clubs that are represented by an intermediary must, in case a fee has been agreed upon, remunerate the intermediary by payment of a fixed amount to be agreed upon prior to the negotiations concerning the formation of the player contract and/or the relevant player transfer agreement. This payment can take place in instalments with the written consent of the club and the intermediary.
4. Players and/or clubs must comply with the agreements made with the intermediary in the representation agreement.
5. If a club has entered into a player contract with a player as a result of employment mediation as referred to in the Placement of Personnel by Intermediaries Act (WAADI) by the player's intermediary, the club must compensate this intermediary for this employment mediation.
6. In the event that no agreement can be reached between a club and an intermediary on the amount of the fee to be paid to the intermediary, the club will owe the intermediary an annual fee of 3% of the gross base annual salary agreed between the player and the club, including signing fee on a pro rata basis, excluding premiums and/or bonuses, whether or not guaranteed.
7. If the representation by an intermediary relates to the negotiations on the formation of a player contract and/or the agreement for the transfer of a player under the age of 18 years, then the fee agreed on for this representation can only be paid from the moment the player reaches the age of 18 years.
8. A club is not permitted to pay a fee that is payable to another club, including a fee related to a player transfer, a training fee and/or a solidarity contribution as referred to in articles 3 and 4 of the General Transfer Provisions, Training Fee and Solidarity Contribution Regulations, in full and/or in part to an intermediary and/or to have this paid by an intermediary.
9. An intermediary is not permitted to have an interest in a fee, future or otherwise, as mentioned in paragraph 8 of this article.

Article 9 - Disputes

Disputes between intermediaries and members of the KNVB as well as disputes between intermediaries will be settled by arbitration, to the exclusion of the civil courts, with due observance of the provisions to this effect in the Arbitration Regulations.

Article 10 - Transitional provision

Representation agreements concluded prior to the entry into force of these regulations shall remain in force for the remaining term of the relevant representation agreements after these regulations have entered into force.

Article 11 – Final provision

In cases not provided for by these regulations, the Football Association Executive Board will decide.