

**FIFA®**



# FIFA Clearing House Regulations

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Fédération Internationale de Football Association

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## DEFINITIONS

For the purpose of these regulations, the terms set out in the FIFA Statutes and the FIFA Regulations on the Status and Transfer of Players, as well as the following definitions, shall apply:

**Accreditation:** process by which a club or Member Association is accepted as a client of the FIFA Clearing House for the purpose of making or receiving payments through the FIFA Clearing House.

**Allocation Statement:** the document issued by the FIFA general secretariat to the FIFA Clearing House that provides it with the necessary information to process payments, notably the paying and receiving parties and the amounts to be distributed.

**Client Portal:** online portal hosted by the FIFA Clearing House, used by clubs and Member Associations for registration, communication and document collection and to gain an overview of relevant transactions.

**Compliance Assessment:** the procedure required to be performed by the FIFA Clearing House prior to accepting any potential client in order to satisfy financial regulatory requirements.

**Dispute Resolution Chamber:** the Dispute Resolution Chamber of the Football Tribunal as defined in the Procedural Rules.

**Distribution Statement:** the document generated by the FIFA Clearing House that contains information about payments of training rewards to which the training club(s) in question is (are) entitled.

**Electronic Player Passport (EPP):** an electronic document containing consolidated registration information of a player throughout their career, including the relevant Member Association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12<sup>th</sup> birthday.

**FCH Terms & Conditions:** the terms and conditions for a party to take part in a transaction involving the FIFA Clearing House.

**FIFA Clearing House:** an independent legal entity domiciled in Paris, France, operating under the name FIFA Clearing House SAS, which acts as an intermediary in relation to processing certain payments made in the football transfer system.

**First Failure of the Compliance Assessment:** initial failure of a party to pass a Compliance Assessment within the established process and deadlines notified by the FIFA Clearing House.

**Non-Compliant Party:** a club or Member Association that is subject to a First Failure of the Compliance Assessment or a Second Failure of the Compliance Assessment.

**Procedural Rules:** the Procedural Rules Governing the Football Tribunal.

**Regulations:** these FIFA Clearing House Regulations.

**Request to Pay:** the document issued by the FIFA Clearing House detailing the amount(s) payable to the FIFA Clearing House.

**RSTP:** the FIFA Regulations on the Status and Transfer of Players.

**Second Failure of the Compliance Assessment:** failure by a Non-Compliant Party to pass the Compliance Assessment within the established process and deadline following the First Failure of the Compliance Assessment.

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



# **Introductory provisions**



## ARTICLE 1: OBJECTIVES

- 1.1 FIFA has a statutory obligation to regulate all matters relating to the football transfer system. The FIFA Clearing House shall serve to protect the core objectives of the football transfer system in accordance with the FIFA Statutes and the RSTP, notably to:
- a) protect the contractual stability between professional players and clubs;
  - b) encourage the training of young players;
  - c) promote a spirit of solidarity between the elite and grassroots football;
  - d) protect minors;
  - e) maintain competitive balance; and
  - f) ensure the regularity of sporting competitions.
- 1.2 The specific objectives of the FIFA Clearing House are to:
- a) process specific payments related to the transfer of football players between clubs;
  - b) protect the integrity of the football transfer system;
  - c) enhance and promote financial transparency in the football transfer system; and
  - d) prevent fraudulent conduct in the football transfer system.
- 1.3 In pursuit of these objectives, the FIFA Clearing House acts as an intermediary for the payment of training rewards in the football transfer system that fall due pursuant to the RSTP and performs all required Compliance Assessments in their execution.


## ARTICLE 2: SCOPE

- 2.1 These Regulations lay down the process for the payments processed through the FIFA Clearing House.
- 2.2 These Regulations apply to all such payments relating to eleven-a-side football only.
- 2.3 These Regulations apply to all parties bound by the FIFA Statutes.



## ARTICLE 3: FIFA CLEARING HOUSE

- 3.1 The FIFA Clearing House is a separate entity from FIFA and was established to act as an intermediary in payments deriving from the football transfer system. The FIFA Clearing House is a payment service provider with a licence from the appropriate regulatory authorities. Its governance structure is detailed in its articles of association.
- 3.2 The FIFA Clearing House shall not make a financial profit from the assets it receives and/or transactions it undertakes.
- 3.3 The legal relationship between the FIFA Clearing House and the parties involved in transactions processed through the FIFA Clearing House is governed exclusively by the FCH Terms & Conditions and these Regulations.
- 3.4 The FIFA Data Protection Regulations apply to all matters described in these Regulations, including all interactions with the FIFA Clearing House.

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# **Procedure governing the calculation and payment of training rewards**

## ARTICLE 4: REGISTRATION AND TRANSFER OF PLAYERS

- 4.1 Member Associations and clubs shall ensure that reliable, accurate, and complete player registration and transfer information is made available electronically to FIFA at all times.
- 4.2 Member Associations and clubs shall use an electronic player registration system, an electronic domestic transfer system, TMS, the FIFA Connect ID Service, and the FIFA Connect Interface to communicate registration and transfer information electronically to FIFA.
- 4.3 Each Member Association shall:
  - a) use an electronic player registration system, integrated with the FIFA Connect ID Service and FIFA Connect Interface, to register players; and
  - b) use an electronic domestic transfer system, integrated with the FIFA Connect Interface, to process national transfers.
- 4.4 Each Member Association shall maintain accurate and up-to-date player registration data in its electronic player registration system and the FIFA Connect ID Service at all times, including, without limitation, the following information:
  - a) the status of the player in accordance with article 2 of the RSTP;
  - b) the type(s) of football (eleven-a-side football, futsal, and/or beach soccer) that the player is registered to participate in; and
  - c) the category of the club(s) with which the player is registered.
- 4.5 Each Member Association shall maintain accurate and up-to-date data regarding its affiliated clubs (whether current or former) in its electronic player registration system and the FIFA Connect ID Service at all times, including, without limitation, the following information:
  - a) address and contact details;
  - b) current and historical data regarding club categorisation; and
  - c) current and historical data regarding the affiliation to the Member Association.
- 4.6 A club shall be categorised by a Member Association based on the criteria established in the RSTP. No other categorisation system shall be recognised.
- 4.7 Subject to article 17 of these Regulations, only players registered by a Member Association with a club and identified with a FIFA ID through the electronic systems described in this article shall be considered for the automatic calculation and payment of training rewards.
- 4.8 Member Associations are responsible for the registration information that is included in the final EPP.

## **ARTICLE 5: TRAINING REWARDS TRIGGER: FIRST REGISTRATION AS A PROFESSIONAL**

### **First registration as a professional at the same Member Association where the player was most recently registered as an amateur**

- 5.1 The first registration of a player as a professional at the same Member Association where the player was most recently registered as an amateur shall be entered or confirmed by the Member Association in the electronic player registration system, following a request from the club for which the player will be registered.
- a) If the first registration as a professional is with the same club where the player was most recently registered as an amateur, the Member Association shall update the status of the player.
  - b) If the first registration as a professional occurs after a transfer between clubs affiliated to the same Member Association, the relevant club(s) and/or Member Association shall enter the national transfer in the electronic domestic transfer system and update the status of the player at the new club.
  - c) Such procedures shall be governed by specific regulations issued by each Member Association.
- 5.2 The electronic player registration system shall communicate the details of the first registration as a professional to FIFA through the FIFA Connect Interface within thirty (30) days of the domestic registration.
- 5.3 TMS will identify, from the information communicated by the Member Association, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.

### **First registration as a professional at the same Member Association where the player was most recently registered as an amateur – manual declaration**

- 5.4 Where the electronic player registration system of a Member Association is not fully integrated and unable to communicate the first registration of a player as a professional to FIFA through the FIFA Connect Interface, the Member Association shall exceptionally declare that registration manually in TMS within thirty (30) days of the domestic registration, subject to the following conditions:
- a) Member Associations shall request the prior written approval of the FIFA general secretariat to make manual declarations in TMS.
  - b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period of time. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.
  - c) At the conclusion of this period, Member Associations shall comply with the electronic-system obligations set out in article 4 paragraph 2.

- 5.5 A Member Association shall provide the compulsory data when entering this manual declaration in TMS.
- 5.6 A Member Association shall upload the employment contract of the player as part of the manual declaration to support the information that has been entered in TMS.
- 5.7 FIFA may request further documentation or information from the Member Association at any time.
- 5.8 TMS will identify, from the information declared by the Member Association, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.

**First registration as a professional at a different Member Association from that where the player was most recently registered as an amateur**

- 5.9 The first registration of a player as a professional at a different Member Association from that where the player was most recently registered as an amateur shall be entered in TMS as an international transfer as required by the RSTP and its Annexe 3.
- 5.10 TMS will identify, from the information provided in the international transfer instruction, the first registration of a player as a professional, which may trigger an entitlement to training rewards pursuant to the RSTP.

## **ARTICLE 6: TRAINING REWARDS TRIGGER: INTERNATIONAL TRANSFER**

- 6.1 All details relating to the international transfer of a player within the scope of eleven-a-side football shall be entered in TMS as provided in Annexe 3 to the RSTP.
- 6.2 For the avoidance of doubt, any training reward payable pursuant to the RSTP shall not be included in the amount declared as transfer compensation.
- 6.3 TMS will identify international transfers that may trigger an entitlement to training rewards pursuant to the RSTP.

## **ARTICLE 7: TRAINING REWARDS TRIGGER: NATIONAL TRANSFER INVOLVING TRANSFER COMPENSATION**

- 7.1 A national transfer shall be entered in the electronic domestic transfer system whenever a player is registered with a new club within the same Member Association.

- 7.2 Each Member Association shall ensure and verify, if required, the accuracy of the data declared and supporting documents submitted by its affiliated clubs in the electronic domestic transfer system.
- 7.3 The electronic domestic transfer system shall communicate information about the transfer and proof of (each) payment to FIFA through the FIFA Connect Interface within thirty (30) days of registration of the player or date of (each) payment.
- 7.4 TMS will identify, from the information communicated by the Member Association, national transfers for compensation that may trigger an entitlement to training rewards pursuant to the RSTP.

#### **National transfer involving transfer compensation – manual declaration**

- 7.5 Where the electronic domestic transfer system of a Member Association is unable to communicate the details of a national transfer involving transfer compensation to FIFA through the FIFA Connect Interface, the Member Association shall exceptionally manually declare the transfer in TMS within thirty (30) days, subject to the following conditions:
  - a) Member Associations shall request the prior written approval of the FIFA general secretariat to make manual declarations in TMS.
  - b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period of time. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.
  - c) At the conclusion of this period, Member Associations shall comply with the electronic-system obligations set out in article 4 paragraph 2.
- 7.6 A Member Association shall provide the compulsory data, including the transfer agreement where applicable, when entering this manual declaration in TMS.
- 7.7 FIFA may request further documentation or information from the Member Association at any time.
- 7.8 TMS will identify, from the information declared by the Member Association, national transfers for compensation that may trigger an entitlement to training rewards pursuant to the RSTP.

#### **National transfer involving transfer compensation – exception**

- 7.9 A Member Association may apply to the FIFA general secretariat for an exception to paragraph 3 (or paragraph 5) of this article if, in the calendar year prior to its application, there were at least one hundred (100) national transfers involving transfer compensation. If approval is granted, the Member Association is only obliged to communicate information about a national transfer involving transfer compensation if: i) the training club(s) of the relevant player is/are affiliated to

another Member Association, or ii) not all training clubs in the player's career have been identified. The following terms apply:

- a) Member Associations shall request the prior written approval of the FIFA general secretariat.
- b) Written approval may be granted, at the discretion of the FIFA general secretariat, for a defined period. Conditions may be attached to the written approval on a case-by-case basis, at the discretion of the FIFA general secretariat.
- c) At the conclusion of this period, Member Associations shall submit a new application for the exception.
- d) Member Associations shall communicate details of the relevant national transfers within thirty (30) days, regardless of whether they believe training rewards are payable.
- e) A Member Association that was granted an exception and fails to comply with this paragraph 9 shall be subject to disciplinary proceedings in accordance with article 17 paragraph 4.

## **ARTICLE 8: ELECTRONIC PLAYER PASSPORT (EPP)**

- 8.1 When a training rewards trigger is identified as defined in these Regulations and in accordance with articles 20 and 21 of the RSTP, a provisional EPP for the relevant player will be generated by TMS.
- 8.2 The provisional EPP will be available for inspection in TMS by all Member Associations and clubs for ten (10) days after generation (inspection period).
- 8.3 During the inspection period:
  - a) a Member Association that is not listed in the provisional EPP and believes that one or more of its affiliated clubs should be included in the final EPP may request to be included in the EPP review process;
  - b) a club that is not listed in the provisional EPP and believes that it should be included in the final EPP may request its Member Association to be included in the EPP review process and to provide pertinent registration information. Member Associations must act in good faith when responding to this request.
- 8.4 Upon completion of the inspection period, the FIFA general secretariat will assess the provisional EPP for accuracy and relevance. It may discard a provisional EPP in cases where, according to the registration information available in the provisional EPP, there is no indication that the player was registered with a different Member Association. Upon the substantiated request of an interested Member Association or club, and even after a provisional EPP has been discarded, the FIFA general secretariat may, at its discretion, reopen a provisional EPP at any time.



## ARTICLE 9: EPP REVIEW PROCESS

- 9.1 Upon completion of the inspection period and after assessment by the FIFA general secretariat as per article 8, the FIFA general secretariat will open an EPP review process in TMS and invite the following parties to participate:
- a) the Member Associations that have provided registration information relating to the player through the FIFA Connect Interface;
  - b) their relevant affiliated club(s);
  - c) the new club and its Member Association;
  - d) any Member Association that has requested or been requested to be included (cf. article 8 paragraph 3) and their relevant affiliated club(s), at the discretion of the FIFA general secretariat; and
  - e) any other Member Association(s) deemed relevant by the FIFA general secretariat, at its discretion.
- 9.2 The EPP review process shall last fifteen (15) days. The FIFA general secretariat may, at its discretion, exceptionally extend its duration.
- 9.3 Member Associations may review and/or request the amendment of any registration information.
- 9.4 Any request to amend registration information shall be submitted in TMS by the relevant Member Association. Such requests shall include, without limitation:
- a) a document corroborating the registration of the player, issued by the Member Association;
  - b) a copy of any relevant International Transfer Certificate, if applicable; and
  - c) a copy of any relevant employment contract, if applicable.
- 9.5 Where a former club is required to have offered a contract to a player to retain its entitlement to training compensation in accordance with the RSTP, proof of that offer and its notification shall also be uploaded in TMS by the former club.
- 9.6 Where a former club did not offer a contract to a player and it believes that it is still entitled to training compensation, a request shall be submitted in TMS by the club or its Member Association, including written reasons for the request and supporting evidence.
- 9.7 Where a training club has waived its right to receive training rewards, proof of a valid waiver shall be uploaded in TMS by the new club.
- 9.8 A training club that believes that a waiver submitted by the new club in relation to the registration of the player at the training club is not valid may challenge the validity of the waiver by submitting a written notice in TMS.
- 9.9 The FIFA general secretariat may request any party involved in an EPP review process to provide further information at any time.

- 9.10 The FIFA general secretariat will notify all parties in TMS when the EPP review process has been completed.

## ARTICLE 10: FIFA DETERMINATION

- 10.1 After completion of the EPP review process, the FIFA general secretariat will evaluate any request to amend registration information.
- a) Where a request is unclear or incomplete, the FIFA general secretariat may request the relevant party to provide further information within five (5) days.
  - b) Failure to comply with FIFA's request within the time limit shall result in the request being disregarded.
- 10.2 The FIFA general secretariat may request any party involved in an EPP review process, whether during or after the EPP review process, to provide its position as to the entitlement of a club to receive training rewards (e.g. with respect to the alleged registration of a player, the validity of a waiver or a contract offer).
- 10.3 Following the completion of its evaluation, the FIFA general secretariat will decide on the registration information to be incorporated and amended in the final EPP. In situations of legal or factual complexity, the following shall apply:
- a) The FIFA general secretariat shall refer the matter to the Dispute Resolution Chamber in accordance with the Procedural Rules.
  - b) The complete file is transferred to the Dispute Resolution Chamber and the EPP review process is paused pending a decision.
  - c) The Dispute Resolution Chamber will decide on the final EPP in accordance with the Procedural Rules.
- 10.4 An Allocation Statement will be automatically calculated by TMS based on the final EPP, including the amount(s) to be distributed to training clubs.
- 10.5 The FIFA general secretariat will notify the final EPP and the Allocation Statement to all parties in the EPP review process.
- a) This notification will include the decision of the Dispute Resolution Chamber and its grounds for cases covered under article 10 paragraph 3.
  - b) This notification shall be considered a final decision by the FIFA general secretariat for the purposes of article 50 paragraph 1 of the FIFA Statutes and may be appealed to the Court of Arbitration for Sport (CAS).
  - c) Failure to appeal by the time limit in the FIFA Statutes shall result in the EPP and the Allocation Statement becoming final and binding.
  - d) A valid and timely appeal to CAS shall suspend the legal effects of an EPP and of the corresponding Allocation Statement for the duration of the respective proceedings before CAS.

- 10.6 A final EPP for each training rewards trigger will be permanently available in TMS for inspection by all Member Associations and clubs.
- a) The registration information contained in the first final EPP of a player is binding on any future final EPP of a player.
  - b) Where the first final EPP of a player is created before the calendar year of the player's 23<sup>rd</sup> birthday, the addition of registration information by a Member Association for subsequent years will be considered only for future final EPP processes.
  - c) Where a decision of the Dispute Resolution Chamber in relation to an EPP is made, the decision shall be binding on any future final EPP of a player as from the date on which the decision becomes final and binding.
  - d) Where a future final and binding EPP of a player contains different registration information than that which is binding in accordance with paragraph a), b) or c), the Member Association that failed to provide accurate registration information shall be sanctioned in accordance with article 17.

## **ARTICLE 11: PROOF OF PAYMENT OF TRANSFER COMPENSATION**

- 11.1 For an international transfer involving transfer compensation, the new club shall upload proof of (each) payment in TMS within thirty (30) days of the date of the payment, as provided for in Annexe 3 to the RSTP.
- 11.2 For a national transfer involving transfer compensation, the new club shall upload proof of (each) payment in the electronic domestic transfer system within thirty (30) days of the date of the payment.
- a) This information shall be validated by the relevant Member Association before being communicated to FIFA.
  - b) The electronic domestic transfer system shall communicate this data to FIFA through the FIFA Connect Interface.
- 11.3 For a national transfer involving transfer compensation that is manually declared in TMS in accordance with article 7 paragraph 5, the relevant Member Association shall upload proof of (each) payment in TMS within thirty (30) days of the date of the payment.
- 11.4 For the purposes of calculating the Allocation Statement, the amount declared in the proof of payment will be considered to reflect the respective transfer compensation (or instalment thereof), with 5% as a solidarity contribution having been withheld by the club making the payment, in accordance with article 1 paragraph 1 of Annexe 5 to the RSTP.

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# **FIFA Clearing House payment process**

## **ARTICLE 12: ALLOCATION STATEMENT**

- 12.1 Each Allocation Statement will be sent by the FIFA general secretariat to the FIFA Clearing House after it is notified and will contain all the information required to collect the relevant amount(s) and distribute payment(s) to the training club(s).
- 12.2 Relevant information on clubs and Member Associations available in TMS will be sent to the FIFA Clearing House for payment processing. If missing information is essential for the identification of, and initial communication to, the club(s), the FIFA general secretariat will request this information from the Member Association of the relevant club(s). Member Associations shall, where necessary, provide further contact details, including, without limitation, a valid and operational email address of the club, within fifteen (15) days of the request by the FIFA general secretariat. Failure by a Member Association to provide the contact details of its affiliated club within this time limit shall be sanctioned in accordance with article 17 paragraph 3.
- 12.3 The Allocation Statement will be generated as follows:
- a) training compensation: after the EPP is final (article 10);
  - b) solidarity mechanism: after the EPP is final (article 10) and after receipt of proof of (each) payment (article 11);
  - c) in cases where a decision of the Dispute Resolution Chamber is rendered pursuant to these Regulations (cf. article 10 paragraphs 3 a) and b) and/or article 18 paragraph 2), after such decision becomes final and binding in accordance with the Procedural Rules.
- 12.4 In cases of the solidarity mechanism where the training rewards are calculated in a different currency to the euro (EUR), United States dollar (USD) or British pound sterling (GBP), the FIFA general secretariat will convert the amount of training rewards payable to EUR. The exchange rate used will be the rate on the date when the corresponding payment of transfer compensation was made. There shall be no right to challenge the exchange rate applied.
- 12.5 The FIFA Clearing House may start the Compliance Assessment in accordance with article 15 before the deadline for appeal to CAS has expired.

## **ARTICLE 13: PAYMENT BY THE NEW CLUB TO THE FIFA CLEARING HOUSE**

- 13.1 Subject to the new club and training club(s) passing the Compliance Assessment and the relevant EPP and the Allocation Statement becoming final and binding, the FIFA Clearing House will issue a Request to Pay to the new club detailing the total amount due.
- a) The Request to Pay will be available to the new club on the Client Portal. The FIFA Clearing House shall send a notification of the Request to Pay to

the new club via email to the address obtained in accordance with article 12 paragraph 2. Notification by these means shall be considered valid to establish time limits.

- b) The new club is liable for any consequences in case of failure to maintain up-to-date addresses in TMS or on the Client Portal. Notification to an address registered in TMS or on the Client Portal shall, in any event, be considered valid to establish time limits.
  - c) Where multiple payments pertaining to different Allocation Statements are due, the FIFA Clearing House may aggregate these payments into one Request to Pay.
- 13.2** Upon receipt of the Request to Pay, the new club shall pay the requested amount within thirty (30) days to the FIFA Clearing House.
- 13.3** The new club shall pay the requested amount, including any applicable bank fees. The FIFA Clearing House must receive the requested amount in full. The new club may not assign responsibility to pay the requested amount to any other party. The FIFA Clearing House will only accept payment of training rewards through a bank transfer from a bank account in the name of the club.
- 13.4** If a new club fails to pay the requested amount in full by the specified deadline, it shall be:
- a) charged an administrative levy of 2.5% of the requested amount by the FIFA Clearing House, payable to each training club instead of interest for late payment; and
  - b) given a further seven (7) days to pay the requested amount in full by the FIFA Clearing House, including the administrative levy.
- 13.5** A new club that fails to pay the requested amount in full by the further deadline in accordance with paragraph 4 above shall be subject to disciplinary proceedings in accordance with article 17.

## **ARTICLE 14: PAYMENT BY THE FIFA CLEARING HOUSE TO THE TRAINING CLUB(S)**

- 14.1** Upon receipt of payment from the new club, the FIFA Clearing House will generate a Distribution Statement based on the final and binding EPP and Allocation Statement, which shall include the purpose and source of each payment, to make payment(s) to the training club(s). Such Distribution Statement will be notified via email to each training club and will be available to the respective clubs on the Client Portal.
- 14.2** The FIFA Clearing House will make payment into the bank account (registered in the name of the training club) provided by each training club.

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# IV.

## **Compliance Assessment**



## ARTICLE 15: COMPLIANCE ASSESSMENT

- 15.1 The FIFA Clearing House has a legal obligation to monitor its business relationships and the transactions carried out during the existence of those relationships.
- 15.2 The FIFA Clearing House will assess all parties that are involved in the payment of money to, or receipt of money from, the FIFA Clearing House, to ensure that they comply with national and international laws and regulations in relation to, without limitation:
  - a) international payment sanctions;
  - b) anti-money laundering;
  - c) anti-bribery and corruption; and
  - d) countering the financing of terrorism.
- 15.3 To perform the required Compliance Assessment, the FIFA Clearing House may request an individual, club, and/or Member Association to provide information regarding the following, as applicable and without limitation:
  - a) corporate structure;
  - b) organisational structure;
  - c) beneficial ownership;
  - d) source of funding;
  - e) source of wealth.
- 15.4 Individuals, clubs, and Member Associations shall actively cooperate with a request for information from the FIFA Clearing House. The degree of cooperation of an individual, club, or Member Association shall form part of the Compliance Assessment. Lack of cooperation by the parties may result in a failure to pass the Compliance Assessment.
- 15.5 All documents provided to and communications with the FIFA Clearing House shall be in English, Spanish or French. Documentation in any other language shall be translated into one of these three languages, and both the original and translated documents shall be provided.
- 15.6 After receipt and analysis of the information requested from a party to carry out the Compliance Assessment, the FIFA Clearing House will make a first assessment and determination on whether a party passes or fails the Compliance Assessment.
- 15.7 Any determination of the FIFA Clearing House in relation to a Compliance Assessment shall be final and binding and shall not be subject to any appeal.
- 15.8 All communication between the FIFA Clearing House and parties to Allocation Statements shall be undertaken via the Client Portal.

A party involved in an Allocation Statement and not yet registered on the Client Portal shall be contacted at the address obtained in accordance with article 12 paragraph 2, with instructions to register on the Client Portal. The party shall register on the Client Portal within fifteen (15) days of the notification.

The FIFA Clearing House shall notify the party of any requests for information or documentation within the Client Portal, including applicable deadlines.

Notifications via the Client Portal and via email are both considered valid means of communication and sufficient to establish time limits.

- 15.9** Once the FIFA Clearing House notifies its final decision to a party, where applicable, the party shall sign the FCH Terms & Conditions.

Failure to complete the processes described in this article within the deadlines notified shall result in a failure of the Compliance Assessment.

- 15.10** A party will receive Accreditation by the FIFA Clearing House only once it passes the Compliance Assessment.

This Accreditation will be valid for a limited period of time, until a renewal of the Accreditation of the party is requested by the FIFA Clearing House. The validity period of the Accreditation will be established in accordance with regulatory requirements and the internal policies of the FIFA Clearing House.

## **ARTICLE 16: CONSEQUENCES OF A COMPLIANCE ASSESSMENT FAILURE**

- 16.1** Where a party is subject to a First Failure of the Compliance Assessment:

- a) the FIFA Clearing House will notify the Non-Compliant Party of its failure to pass the Compliance Assessment;
- b) the FIFA Clearing House will not process any pending transactions, or any payments related thereto;
- c) the respective Compliance Assessment shall continue, and the Non-Compliant Party shall remain obliged to pass the Compliance Assessment. The Non-Compliant Party may reinitiate the Compliance Assessment at any time through the Client Portal;
- d) the Non-Compliant Party shall be subject to disciplinary proceedings in accordance with article 17; and
- e) if a new transaction is received by the FIFA Clearing House that involves the Non-Compliant Party, the transaction will remain pending until the party passes the Compliance Assessment.

- 16.2 A Non-Compliant Party shall pass the Compliance Assessment within six (6) months of the date of the First Failure of the Compliance Assessment. Failure to pass the Compliance Assessment within this deadline shall be considered a Second Failure of the Compliance Assessment.

Where a party is subject to a Second Failure of the Compliance Assessment, article 16 paragraph 1 a), b), d) and e) shall apply.

- 16.3 A Non-Compliant Party shall not be subject to disciplinary proceedings if the compliance failure is due to:
- a) the Non-Compliant Party being domiciled in a country or territory that is the subject of international sanctions; or
  - b) extraordinary circumstances beyond the Non-Compliant Party's control brought to the attention of the FIFA Clearing House during the Compliance Assessment(s).

A decorative graphic consisting of a light blue circle and a diagonal line passing through its center, extending from the top left towards the bottom right.

# **Sanctions and disputes**

## ARTICLE 17: SANCTIONS

**17.1** Individuals, clubs, and Member Associations shall cooperate with the FIFA general secretariat and with the FIFA Clearing House on any matter related to these Regulations. They shall provide truthful and accurate information in relation to the processes described within these Regulations. All parties shall comply with requests (whether from the FIFA general secretariat or from the FIFA Clearing House) to provide any documents, information or any other material, of any nature, in its possession or which it is entitled to obtain. Whenever a party is subject to disciplinary sanctions, the level of cooperation with the FIFA general secretariat and the FIFA Clearing House shall be taken into account.

**17.2** The FIFA general secretariat shall monitor compliance with these Regulations.

- a) The FIFA general secretariat may refer cases of non-compliance with notices or requests for information or documentation, or any other case of non-compliance with these Regulations, to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.
- b) The FIFA general secretariat may refer cases of unethical conduct in relation to these Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.

**17.3** The sanction for a Member Association that fails to provide accurate registration information during an EPP review process or whose electronic player registration system and/or electronic domestic transfer system is not integrated with the FIFA Connect Interface shall be:

- a) a fine; and
- b) if accurate registration information is not provided due to the fault or negligence of a Member Association, or due to one or both systems not being integrated with the FIFA Connect Interface, and this results in its affiliated club being wrongly denied receipt of a training reward, an order to pay restitution to the affiliated club, in an amount equivalent to the training reward that should have been paid.

Article 17 paragraph 3 b) shall not apply if a Member Association can prove, to the comfortable satisfaction of the FIFA Disciplinary Committee, that it undertook its best efforts to provide accurate registration information and that despite such efforts, no accurate registration information could be provided.

The sanction for a Member Association that fails to provide contact information of its affiliated clubs in accordance with article 12 paragraph 2 shall be a fine.

- 17.4 The sanction for a Member Association that fails to automatically communicate or manually declare a training rewards trigger to FIFA shall be:
- a) a fine; and
  - b) where, due to the failure, a club has not received training rewards that it would have ordinarily been entitled to receive, an order to pay restitution to the training club, in an amount equivalent to the training reward that should have been paid.
- 17.5 A club that fails to upload proof of payment in a timely manner, in cases of international transfers or domestic transfer declarations, shall be sanctioned in accordance with articles 16 and 17 of Annexe 3 to the RSTP.
- 17.6 The sanction for a club that fails to pay the full amount requested in accordance with article 13 shall be:
- a) a fine; and
  - b) a ban on registering any new players, either nationally or internationally. The registration ban shall be lifted once the amount has been paid in full.
- 17.7 The sanction for a club or Member Association that is subject to a First Failure of the Compliance Assessment shall be:
- a) for a new club:
    - i. a reprimand; and/or
    - ii. a levy of 2.5% of the calculated training rewards due, payable to the training club(s) through the FIFA Clearing House instead of interest for late payment; and/or
    - iii. a fine.
  - b) for a training club or Member Association:
    - i. a reprimand; and/or
    - ii. a fine.
- 17.8 The sanction for a club or Member Association that is subject to a Second Failure of the Compliance Assessment shall be:
- a) for a new club:
    - i. a fine; and
    - ii. a ban on registering any new players, either nationally or internationally. For the avoidance of doubt, the Compliance Assessment shall continue until the FIFA Clearing House determines that it has been successfully passed. The registration ban shall be lifted only after the FIFA Clearing House confirms that the club has passed a subsequent Compliance Assessment.

- b) for a training club or Member Association:
  - i. forfeiture of the training reward due to that party for the specific transaction. The Allocation Statement will be amended to direct the new club to pay the forfeited training rewards to the Member Association of the club through the FIFA Clearing House, to be used by the Member Association for development of football at national level; and
  - ii. any further sanction deemed proportionate, taking into account that the party has already forfeited its right to receive the relevant training reward.

**17.9** For all other violations of these Regulations and/or for repeated violations of the provisions identified in paragraphs 3 to 8, the FIFA Disciplinary Committee or independent Ethics Committee (as the case may be) may determine the sanction at its discretion.

## ARTICLE 18: DISPUTES

**18.1** Any final decision, as identified in these Regulations, may be appealed to CAS in accordance with the FIFA Statutes, unless otherwise specified in these Regulations.

**18.2** A club that:

- a) did not take part in the relevant EPP review process; and
- b) considers, as a result of a bridge transfer (cf. article 5bis of the RSTP), exchange of players or information declared by the new club or its Member Association (including the training category of the club), that:
  - i. it was incorrectly not entitled to any training rewards, or entitled to a lesser amount than should have been calculated; or
  - ii. an EPP review process should have taken place; and
- c) considers that it is entitled to receive training rewards,

may lodge a claim against the relevant clubs in accordance with article 27 of the Procedural Rules. The Dispute Resolution Chamber shall decide such claims.

**18.3** Any party that fails to provide accurate and up-to-date information as required under these Regulations may be subject to disciplinary proceedings pursuant to the FIFA Disciplinary Code.



An abstract geometric design on a blue gradient background. A light blue circle is centered on the left side, with a diagonal line passing through its center from the top-left to the bottom-right. A small, solid blue circle is positioned to the right of the main text.

**VI.**

**Final provisions**

## ARTICLE 19: APPLICABILITY IN TIME

These Regulations shall apply to all transactions in which the trigger for the entitlement of training rewards occurs as from the day on which these Regulations enter into force.

## ARTICLE 20: TRANSITORY PROVISIONS

Where the FIFA Clearing House is unable to operate for any reason related to its licensing obligations:

- a) articles 4 to 12 of these Regulations shall continue to apply;
- b) articles 13 to 16 of these Regulations shall be temporarily suspended until such time that the FIFA Clearing House is able to process transactions;
- c) the training reward(s) as set out in any Allocation Statement shall remain due; and
- d) the party obliged to pay training rewards shall make the payment, based on the final and binding EPP and Allocation Statement, directly into the bank account (registered in the name of the training club) provided by each training club. Payment shall be made within thirty (30) days of notification by the FIFA general secretariat (cf. article 10 paragraph 5). Failure to do so shall result in disciplinary sanctions as established in article 17 paragraph 6.

## ARTICLE 21: REFERENCES

- 21.1 Articles 10 and 11 of the Procedural Rules regarding communication and time limits shall apply to articles 9 and 10 of these Regulations.
- 21.2 The terms set out in the FIFA Statutes and the RSTP shall apply to these Regulations.

## ARTICLE 22: MATTERS NOT PROVIDED FOR

- 22.1 Any matters not provided for in these Regulations shall be determined by the FIFA general secretariat.
- 22.2 Cases of force majeure shall be decided by the FIFA Council, whose decisions are final.

## ARTICLE 23: OFFICIAL LANGUAGES

If there are any discrepancies in the interpretation of the texts of the various languages of these Regulations, the English text shall be authoritative.

## **ARTICLE 24: INCONSISTENCY**

- 24.1** If any part of these Regulations is inconsistent with the FIFA Statutes, the FIFA Statutes shall prevail to the extent of the inconsistency.
- 24.2** If any part of these Regulations is inconsistent with any other FIFA regulation:
- a) if the inconsistency relates to the entitlement to receive training rewards, the RSTP shall prevail to the extent of the inconsistency;
  - b) in any other case, these Regulations shall prevail to the extent of the inconsistency.

## **ARTICLE 25: OPERATIONAL MANAGEMENT**

The FIFA general secretariat is entrusted with the operational management of these Regulations and is therefore entitled to make decisions and adopt the detailed provisions necessary for their implementation.

## **ARTICLE 26: ENFORCEMENT**

These Regulations were approved by the FIFA Council on 9 May 2025 and come into force on 1 August 2025.

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