

**STANDARD REPRESENTATION AGREEMENT CLUB AND FOOTBALL AGENT**

(within the meaning of article 3 paragraph 2 of the Reglement Voetbalagenten, hereinafter: "Football Agent Regulations")

*The undersigned:*

..... , hereinafter referred to as: "Football Agent" (first name(s) and last name(s) of football agent (natural person) and home address)

and

..... , hereinafter referred to as: "Club"

(name of the club, registered office, legal representative)

(Football Agent and Club hereinafter jointly referred to as: "Parties".)

*Whereas:*

- a. Parties wish to enter into a representation agreement (within the meaning of the Football Agent Regulations);
- b. Parties have consulted each other on this subject and have come to agreement;
- c. Parties intend to set out their mutual rights and obligations in this agreement.

*Parties have agreed as follows:*

**Article 1**

- 1. Parties have agreed that, during the term of this agreement, the Football Agent will represent the Club in Football Agent Services within the meaning of the FIFA Football Agent Regulations.

In that context, the Football Agent will represent the Club in negotiations regarding the conclusion of\*:

- a. employment contracts between trainer-coaches and Club\*;
- b. player contracts with Club\*; and/or
- c. agreements regarding the transfer of players to a Dutch club\*, that do not have an international dimension and/or are not related to an international transfer or transaction within the meaning of the FIFA Football Agent Regulations.

- 2. This agreement has been entered into for the duration of ..... and commences on the date of signature and ends automatically (without notice of termination being required) on ..... (*exact date*).

\* Delete where not applicable

## **Article 2**

Parties are obliged 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.

## **Article 3**

1. The Football Agent holds a licence issued by FIFA. The number of this licence is:.....
2. At the time of conclusion of this agreement, the Football Agent is registered with the KNVB in accordance with the provisions of the Football Agent Regulations.

## **Article 4**

1. With regard to the service fee for the Football Agent Services provided by the Football Agent as referred to in article 1 paragraph 1 of this agreement, *(here, the following can (i.e. no obligation) be filled in:)* more specifically representation by the Football Agent of Club in negotiations regarding the conclusion of\*:
  - a. an employment contract between a trainer-coach and Club\*;
  - b. a player contract with Club\*; and/or
  - c. agreements regarding the transfer of players to a Dutch club\*,

the following applies\*:

- The Football Agent will not receive a service fee.\*
- The Football Agent will receive the following lump sum: € .....\*
- For his/her\* representation in negotiations regarding the conclusion of\*:
  - a player contract between a player and Club\*;
  - an employment contract between a trainer-coach and Club\*

as referred to in article 1 paragraph 1 of this agreement, the Football Agent will receive a service fee of ... % of the fixed gross salary and holiday allowance per year, including pro rata signing fee, agreed upon by the player or trainer-coach\* and Club and laid down in the player contract / employment contract between the trainer-coach and Club\*, and.....

If the player contract / employment contract between the trainer-coach and Club\* referred to in the previous sentence has a longer duration than the present agreement, the Football Agent remains entitled to the service fee referred to in the previous sentence even after the end of this agreement as long as the player contract / employment contract between the trainer-coach and Club\* is still in force unamended.

For his/her\* Football Agent Services, in particular for representation of Club of which a player is transferred during the term of the player contract in negotiations regarding the conclusion of an agreement for the transfer of a player to a Dutch club as referred to in article 1 paragraph 1 of the Football Agent Regulations,\* the Football Agent will receive a service fee of .....% of the fee actually received by Club with which the player had a player contract (with the exception of a fee that Club receives a. due to breach of contract regarding the player contract between Club and the player, or b. due to agreements regarding a sell-on percentage).

The Football Agent will receive a fee to be agreed between the Parties for his Football Agent Services. The arrangements regarding this compensation will be laid down by the Parties in an appendix to be annexed to this agreement, which forms an inseparable part of this agreement.

Payment of the fee to the Football Agent will be made in accordance with the provisions of the Football Agent Regulations.

2. The Football Agent will send invoices for the service fees owed to them pursuant to paragraph 1 of this article.

#### **Article 5**

In accordance with article 10 of the Football Agent Regulations, Parties give the KNVB permission to store and/or process all data from this agreement with a view to disclosure and publication.

#### **Article 6**

Parties undertake to submit this agreement as an appendix to the relevant 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 Executive Board or Amateur Football Executive Board, respectively, in accordance with the provisions of article 3 paragraph 2 of the Football Agent Regulations\*.

Parties agree that the agreement will be made available to competent bodies of the KNVB.

#### **Article 7**

This agreement is governed by Dutch law.

#### **Article 8**

All disputes that may arise between Parties as a result of and/or in connection with this representation agreement, both legal and/or factual, will be submitted to arbitration for decision, to the exclusion of the civil court, as prescribed in the Arbitration Regulations.

\* Delete where not applicable

Drawn up in triplicate and signed on ..... in .....

Football Agent

Club

\_\_\_\_\_

\_\_\_\_\_

(signature)

(signature)

\* Delete where not applicable