

Commentary

on the Regulations
for the Status and Transfer
of Players

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1. Official languages

Like all FIFA regulations, this commentary is published in the four official languages, i.e. English, French, Spanish and German. Whenever there is divergence in the wording of the different texts of the commentary, the English text is authoritative.

2. Proviso

The explanations in this commentary are, inter alia, based on the jurisprudence of the competent decision-making bodies of FIFA (Players' Status Committee, including its single judge, Dispute Resolution Chamber and DRC judge) and of the Court of Arbitration for Sport. As a matter of course, they are subject to changes or amendments of the relevant jurisprudence by the relevant bodies.

For the purpose of these Regulations, the terms set out below are defined as follows:

1. **Former Association:** the Association to which the Former Club is affiliated.
2. **Former Club:** the club that the player is leaving.
3. **New Association:** the Association to which the New Club is affiliated.
4. **New Club:** the club that the player is joining.
5. **Official Matches:** matches played in the framework of Organised Football, such as national league championships, national cups and international championships for clubs, but not including friendly and trial matches.
6. **Organised Football:** association football organised under the auspices of FIFA, the confederations and the Associations, or authorised by them.
7. **Protected Period:** a period of three entire Seasons or three years, whichever comes first, following the entry into force of a contract, if such contract was concluded prior to the 28th birthday of the Professional, or to a period of two entire Seasons or two years, whichever comes first, following the entry into force of a contract, if such contract was concluded after the 28th birthday of the Professional.
8. **Registration Period:** a period fixed by the relevant Association in accordance with Article 6.

¹ The definitions are self-explanatory. Particular attention should, however, be given to the description of season (point 9), since it is different to the "usual" definition. In fact, for the purpose of these Regulations, the season starts with the first official match of the national championship and ends with the last one, whereas according to the "usual" definition, a season starts on the day following the end of the previous season, e.g. for the majority of the European leagues, the season starts on 1 July and ends on 30 June of the following year. This difference is mainly required for the application of Chapter IV of the Regulations (Maintenance of contractual stability between professionals and clubs) and will be explained there in detail.

DEFINITIONS¹

9. **Season:** the period starting with the first Official Match of the relevant national league championship and ending with the last Official Match of the relevant national league championship.
10. **Training Compensation:** the payments made in accordance with annex 4 to cover the development of young players.

Reference is also made to the “Definitions” section in the FIFA Statutes.

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

I. INTRODUCTORY PROVISION

Article 1 Scope

1. These Regulations establish global and binding rules concerning the status of players, their eligibility to participate in Organised Football, and their transfer between clubs belonging to different Associations.
2. The transfer of players between clubs belonging to the same Association is governed by specific regulations issued by the Association concerned in accordance with Art. 1 par. 3 below, which must be approved by FIFA. Such regulations shall foresee rules for the settlement of disputes between clubs and players, in accordance with the principles stipulated in these Regulations. Such regulations should also foresee a system to reward the clubs investing in the training and education of young players.
3.
 - a) The following provisions are binding at national level and have to be included, without modification, in the Association’s regulations: Art. 2 – 8, 10, 11 and 18
 - b) Each Association shall include in its regulations appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements. In particular, the following principles should be considered:
 - Art. 13: The principle that contracts must be respected;
 - Art. 14: The principle that contracts may be terminated by either party without consequences in case of just cause;
 - Art. 15: The principle that contracts may be terminated by Professionals for sporting just cause;
 - Art. 16: The principle that contracts cannot be terminated during the course of the Season;
 - Art. 17 par. 1 and 2: The principle that in case of termination of contract without just cause, compensation shall be payable and that such compensation may be stipulated in the contract;
 - Art. 17 par. 3 – 5: The principle that in case of termination of contract without just cause, sporting sanctions shall be taken against the party in breach.
4. These Regulations also govern the release of players for Association teams and players’ eligibility to play for such teams in accordance with the provisions of annexes 1 and 2 respectively. These provisions are binding for all Associations and clubs.

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1. Scope of Regulations

2. National regulations

1. Scope of Regulations

- 1 The Regulations set up rules regarding the international transfers of players, the status of players, their eligibility to participate in organised football² as well as the release of players for association teams and the players' eligibility to play for such teams³. These fundamental rules shall be compulsory and applicable in the same way all over the world.
- 2 On the one hand, the Regulations therefore aim to regulate international transfers between member associations and on the other, they establish basic principles that guarantee a uniform and equal treatment of all participants in the football world.

² Art. 1 par. 1

³ Art. 1 par. 4

2. National regulations

- 1 Associations are responsible for regulating domestic transfers⁴, i.e. transfers between clubs affiliated to the same member association. This autonomy allows associations to adapt their own regulations to the particular conditions and circumstances of the country concerned. As a general rule, FIFA does not interfere in the day-to-day business of the associations, provided that severe infringements of the FIFA Statutes and/or regulations do not occur.
- 2 The autonomy of the associations is, however, limited by the basic principles of the Regulations that have to be observed at all times and in particular by those provisions that are in particular binding at national level and have to be included without modification in the association's regulations⁵.
- 3 Beside the provisions mentioned under 2.2 above, the associations shall provide for appropriate means to protect contractual stability⁶, which is one of the fundamental principles on which the Regulations are based.
- 4 The associations are, however, free to establish in which way this obligation has to be complied with, since the various principles outlined in par. 3b) are to be considered as a strong recommendation, i.e. every association is allowed to include the principles it deems necessary and appropriate for its own football system in order to reflect the particular needs of the country concerned.
- 5 While establishing national regulations, associations have to pay due respect to compulsory national law⁷ and collective bargaining agreements⁸.

⁴ Art. 1 par. 2

⁵ Art. 1 par. 3a) refers to art. 2-8, 10, 11 and 18

⁶ Art. 1 par. 3b)

⁷ Especially to labour law.

⁸ Collective bargaining agreements signed by the representatives of clubs or the league and the players' representatives allow social partners to co-exist within the association concerned and they safeguard the interests of both stakeholders in an appropriate manner.

II. STATUS OF PLAYERS

Article 2 Status of Players: Amateur and Professional Players

1. **Players participating in Organised Football are either Amateurs or Professionals.**
2. **A Professional is a player who has a written contract with a club and is paid more than the expenses he effectively incurs in return for his footballing activity. All other players are considered as Amateurs.**

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1. Professionals
2. Amateurs

1. Professionals

- 1 Players can be divided into two categories: amateurs and professionals. Players of both categories must be registered with an association to be eligible to participate in organised football (art. 5 par. 1). The term “professional” appears in the Regulations for the first time, replacing the former expression, “non-amateur”. The new terminology is more appropriate as it reflects the evolution of professionalism in football over the years.
- 2 The definition of “professional” in the Regulations is clear: a professional is a player who has a written employment contract⁹ with a club and is paid more than the expenses he effectively incurs in return for his footballing activity.

⁹ The written contract is also mentioned as “contract as a Professional” (cf. art. 20) or as “professional contract” (cf. art. 7 in annex 6).

- 3 It is therefore compulsory to stipulate a written contract between the club and a player. Oral arrangements between a club and a player, although possibly admissible by and in conformity with local labour law, are not in line with the mandatory nature of the conditions of art. 2 par. 2¹⁰. Furthermore, a contract shall provide for the remuneration due to the player and shall be concluded for a predetermined period of time¹¹.
- 4 Players that have another regular working activity or employment besides their remunerated football activity (so-called semi-professionals) shall also be considered as professionals if they comply with the requirements of art. 2 par. 2.

¹⁰ Whenever a dispute has occurred between a player and a club on the basis of an oral agreement, the Dispute Resolution Chamber (hereinafter “DRC”) has decided that the player was entitled to sign and register for a new club immediately as he was not bound to the former club by a written employment contract but only by the registration form deposited with the relevant league or federation.

¹¹ Special reference is made to art. 18 par. 2 that provides for the minimum as well as the maximum length of a contract. Furthermore, any contract that does not indicate a predetermined duration can be terminated at any time in conformity with local labour legislation. The termination shall, however, not occur during the season (cf. art. 16) and at the very earliest at the end of the first season after the signing of this contract (cf. art. 18 par. 2). The deciding body has to consider whether or not disciplinary sanctions may be applicable for failure to respect art. 18 par. 2.

II. STATUS OF PLAYERS

2. Amateurs

- 1 An amateur is a player who pursues sport just for fun or as a hobby, without any material gain, and who has never received any remuneration other than for the actual expenses incurred. Furthermore, he basically has no written contract with the club with which he is registered¹². The social aspect of participating in the group life of the club as well as his own health and fitness play a predominant role for an amateur player.
- 2 Expenses incurred through involvement in a match or in training (e.g. travel and hotel, insurance etc.) and the costs of a player's equipment can be reimbursed to the player without jeopardising the amateur status of the player.

¹² CAS 2004/A/691 no. 76 & 77: the mere existence of a written agreement between an amateur and the club for which he is registered does not suffice to trigger the application of the Regulations regarding contractual stability. These provisions are only applicable to professional contracts. In other words, amateur status is not defined by reference to an "amateur contract" but by the fact that a player has never received any remuneration other than the reimbursement of the actual expenses incurred. The interests of a club that has engaged an amateur player are protected by the provisions on training compensation when an amateur player becomes professional.

Article 3 Reacquisition of Amateur Status

1. **A player registered as a Professional may not re-register as an Amateur until at least 30 days after his last match as a Professional.**
2. **No compensation is payable upon reacquisition of Amateur status. If a player re-registers as a Professional within 30 months of being reinstated as an Amateur, his New Club shall pay Training Compensation in accordance with Article 20.**

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1. **Change of status**
2. **Compensation for change of status**

1. Change of status

- 1 Whenever a player wishes to change from professional to amateur status¹³, he has to wait for a period of 30 days after his last match as a professional before becoming eligible to play as an amateur. It does not make any difference if the player is reassuming amateur status at the same club or if he is transferring to a new club and reacquiring amateur status.
- 2 The timeframe in which the player is not (yet) eligible is meant for purely sporting reasons, since it preserves the regularity of competitions and guarantees that the provision on the restriction of player transfers provided for in national as well as in international regulations is not circumvented¹⁴.

¹³ cf. art. 2

¹⁴ It is worth recalling that at national level, the rules regarding the registration of amateurs are generally less restrictive than at international level (cf. art. 6 par. 4 & annex 3 art. 3)

II. STATUS OF PLAYERS

- 3 The deadline of 30 days in which the player is not yet eligible to play as an amateur starts as from the last match played by the player as a professional¹⁵. It may therefore occur that at the moment the player requests to reacquire amateur status, the 30 days have already elapsed and he is therefore entitled to be fielded for the amateur club with immediate effect.
- 4 On the other hand, a player that changes from amateur to professional status is not requested to comply with a deadline for the acquisition of the new status. However, he can only be registered and thus become eligible to play as a professional player during one of the registration periods established by the relevant association¹⁶.

2. Compensation for change of status

- 1 In the light of the definition of an amateur player¹⁷, whenever a player changes from professional to amateur status, the club for which he was previously registered is not entitled to compensation¹⁸, neither from the player nor from the new club. The fact that the new club may play with one of its teams in a professional league has no impact on the status of the player if the player is only registered with the new club as an amateur and not bound by an employment contract.
- 2 If the player reacquires professional status within 30 months of being reinstated as an amateur, the new club shall pay training compensation to the former club(s) in accordance with art. 20¹⁹. Training compensation would be payable in such an event until the end of the season of the player's 23rd birthday.

¹⁵ The last match in which the player was effectively fielded is relevant in this respect.

¹⁶ cf. art. 6

¹⁷ cf. art. 2

¹⁸ Neither training compensation (art. 20 and annex 4) nor compensation for breach of contract (art. 17) is due in such an event.

¹⁹ In this way, the Regulations safeguard the work done by the training clubs at an earlier stage, in the event that the player should revert to professionalism.

Article 4 Termination of Activity

1. **Professionals who end their careers on expiry of their contracts and Amateurs who terminate their activity shall remain registered at the Association of their last club for a period of 30 months.**
2. **This period begins on the day the player made his last appearance for the club in an Official Match.**

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Termination of activity

- 1 Once he decides to terminate his activity, every player – irrespective of his status – remains registered for the last club with which he was registered for a period of 30 months as from the last official match in which he played. The mutual termination of an employment contract also falls under the description of art. 4 par. 1.
- 2 This “extended” registration of the player for his former club is for several reasons. First of all, it allows the player to know which club in which association has his registration in case he wishes to resume playing again, as this association will need to reactivate the registration of the player for a club affiliated to the same association or issue an international transfer certificate (ITC) to a club affiliated to another association.
- 3 Moreover, it safeguards the interests of the player's last club in the event that, cumulatively, (1) the player signs an employment contract with a new club within 30 months, and (2) at that moment, he is still younger than 23, as in this case training compensation would be payable in application of art. 3 par. 2.

III. REGISTRATION OF PLAYERS

Article 5 Registration

1. **A player must be registered with an Association to play for a club as either a Professional or an Amateur in accordance with the provisions of Art. 2. Only registered players are eligible to participate in Organised Football. By the act of registering, a player agrees to abide by the Statutes and regulations of FIFA, the confederations and the Associations.**
2. **A player may only be registered for one club at a time.**
3. **Players may be registered for a maximum of three clubs during the period from 1 July until 30 June of the following year. During this period, the player is only eligible to play in Official Matches for two clubs.**

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1. **Players' eligibility**
2. **Registration for one club**
3. **Transfer of registration**

1. Players' eligibility

- 1 Only a player who is registered with an association to play for one of its clubs is admitted to competitions organised by this association or by the confederation concerned. The registration of a player grants eligibility and is in other words his licence to play football in any official match in organised football.

- 2 An association may only grant a player eligibility to play on the following conditions:
 - a) If the player has never previously been registered with a club belonging to an association (first registration);
 - b) If the player transfers from one club to another within the same association in accordance with the regulations of this association (domestic transfer);
 - c) If the player transfers from a club in one association to another in a different association and the new association has received an international transfer certificate²⁰ issued by the association releasing the player (international transfer).
- 3 By registering with a club in an association, the player has access to organised football and he falls under the direct jurisdiction of this association, of the confederation concerned as well as of FIFA, regardless of whether he is registered as an amateur or a professional. Member associations shall ensure that registered players agree to comply with the FIFA Statutes and regulations at all times²¹.

2. Registration for one club

- 1 A player may only be registered for one club at a time. Within the same club, the player is entitled to use the same registration to play eleven-a-side football (for the first team, the youth team, the reserve team, etc.) and for the futsal team.
- 2 It is therefore not possible to allow a player to be registered at the same time for different eleven-a-side football clubs²².

²⁰ cf. art. 9

²¹ cf. art. 13 par. 1d) of the FIFA Statutes

²² Annex 6 art. 4 par. 2 of these Regulations state, however, that a player is entitled to register for an eleven-a-side and a futsal club either in the same association or in another association at the same time.

3. Transfer of registration

- 1 During the period from 1 July until 30 June of the following year, a player may be registered for a maximum of three clubs. However, in this timeframe, the player is only eligible to play in official matches for two clubs.
- 2 This gives players and clubs a certain degree of flexibility in planning their sporting activities. The advantages of this norm and its application are better described through the following examples.
- 3 Example 1: a player signs for a club in July. Although he plays in several official matches for the club, the player does not settle with the club and both the player and the club agree to terminate their employment relationship during the following registration period. This will allow the player to sign a new contract and to continue his career with a new club²³. During the relevant period, the player was successively registered for two clubs and eligible to play for both of them.
- 4 Example 2: a young player signs for a new club in July. Before the expiry of the same registration period and before the player has played in any official matches for the new club, both the club and the player agree to transfer the player on a loan basis to a third club since the position of this young player is already occupied by an older and more established player. The loan will last until the beginning of the next registration period. So far, the player has been registered with the first club, for which he has not played, and for the second club, where he is on loan and for which he has regularly played. Once the registration period opens again, the player transfers again on a loan basis to a third club. This is the third club for which the player has been registered but only the second one for which he has been playing in official matches, and this is therefore in accordance with the provisions of the Regulations.

²³ The situation would have been the same if, instead of terminating the employment relationship, the club and the player had agreed a loan with a third club (cf. art. 10 par. 1).

Article 6 Registration Periods

1. **Players may only be registered during one of the two annual Registration Periods fixed by the relevant Association. As an exception to this rule, a Professional whose contract has expired prior to the end of a Registration Period may be registered outside that Registration Period. Associations are authorised to register such Professionals provided due consideration is given to the sporting integrity of the relevant competition. In case of just cause for termination of a contract, FIFA may take provisional measures in order to avoid abuse and in accordance with Art. 22.**
2. **The first Registration Period shall begin after the completion of the Season and shall normally end before the new Season starts. This period may not exceed twelve weeks. The second Registration Period shall normally occur in the middle of the Season and may not exceed four weeks. The two Registration Periods for the Season shall be communicated to FIFA at least 12 months before they come into force. FIFA shall determine the dates for any Association that fails to communicate them on time.**
3. **Players may only be registered – subject to the exception as foreseen in Art. 6 par. 1 – if an application from the club is validly submitted to the Association concerned during a Registration Period.**
4. **The provisions concerning Registration Periods do not apply to competitions in which only Amateurs participate. For such competitions, the relevant Association shall specify the periods when players may be registered, provided that due consideration is given to the sporting integrity of the relevant competition.**

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1. Definition	
1	The registration period ²⁴ is the timeframe fixed by the association concerned in which a player is entitled to transfer from one club to another ²⁵ and to register for this new club ²⁶ . A player can be registered during the first and/or the second registration period. With the registration, the player immediately becomes eligible to play for the new club, unless he is serving a disciplinary suspension ²⁷ . If the player is transferring from a club in one association to another in a different association, he or preferably the new association needs to hold an ITC issued by the association releasing him before he is eligible to play for the new club ²⁸ .
2	The player may only be registered if the application from the new club is submitted to its association during a registration period. For exceptions to this principle, reference is made to point 3 below.

24 Also known as a transfer period or a transfer window.

25 Or to register for the first time.

26 A player and a club are also basically entitled to mutually agree on the termination of the employment relationship outside the registration periods, but the registration and consequent eligibility of the player for the new club can only occur during the following registration period.

27 cf. art. 12.

28 cf. explanation of art. 5, no. 1.2c).

- 3 The registration periods apply primarily to competitions with the participation of professional or semi-professional players and are meant to regulate these competitions by safeguarding the sporting integrity of the ongoing championship. The Regulations do not impose compulsory registration periods for competitions in which only amateur players participate and they therefore leave decisions regarding the enforcement of these periods to the association concerned. Every association is therefore also entitled to provide for registration periods for purely amateur competitions, should they deem this appropriate. In those associations where no registration periods for amateur players have been enforced, a player is entitled to transfer domestically and become eligible at any time during the season. However, and in order to safeguard the integrity of the competition, the association concerned is entitled to limit the number of registrations of a player for different clubs during the same season and to provide for a deadline by which the registration of a player is still accepted²⁹.
- 4 Whenever an amateur player is transferring from one club affiliated to one association to another club affiliated to another association and he maintains the same amateur status, the ITC for this player may only be issued during a registration period³⁰.

29 The association can, for instance, limit the registration of the same player to a maximum of three different clubs in the same season or establish that in the last five rounds of the championship, no new players can be registered so as not to falsify the ongoing competition.

30 In the event that the association concerned has not foreseen any registration periods for the transfer of amateurs, the registration periods provided for professionals shall also apply to amateurs in order to allow the proper receipt of the ITC.

2. Duration and time

- 1 Every association shall fix two annual registration periods in accordance with the particular requirements of football in the country concerned. The Regulations provide for compulsory timeframes that have to be respected by the associations while fixing these periods. The current tendency is towards uniformity of periods among the different associations, not only within the same confederation but also among associations belonging to different confederations.
- 2 Uniformity or at least a certain similarity among the different registration periods allows players to transfer without causing major disruptions to the club competitions both in the association the player is leaving and the one he is joining³¹.
- 3 The first registration period has a maximum length of 12 weeks and represents, from a sporting point of view, the main period. It starts after the end of the season and normally ends before the new season starts. During this period, clubs are setting up their squads for the forthcoming season.
- 4 The second registration period occurs approximately in the middle of the season and has a maximum length of four weeks. This period is mainly used for technical adjustments of the team as well as to replace injured players.
- 5 Every association must inform FIFA about the dates of the two registration periods at least 12 months before they come into force. FIFA collects this data and publishes it on its website³². For those associations that fail to communicate the dates of the registration periods on time, FIFA will have to establish them based on the geographical situation of the association concerned.

³¹ Complete uniformity is, however, impractical for instance because of the particular atmospheric conditions of certain countries that have a severe climate either during the winter or the summer that influence when competitions can be played or because of the length of the competition in a country that has only a restricted number of clubs participating in the (mostly amateur or semi-professional) championship.

³² www.FIFA.com

3. Registration outside registration period

- 1 The Regulations provide for an exception to the rule that players may only be registered during registration periods, namely for professionals whose contracts have expired prior to the end of a registration period, i.e. so-called unemployed players.
- 2 Although not expressly mentioned by the Regulations, a player who has mutually agreed with his club on the early termination of the employment relationship before the expiry of the registration period also falls under the aforementioned exception. The mutual termination of the employment contract must occur before the end of the registration period for the player to fall under the aforementioned exception³³.
- 3 The possibility of registering players outside a registration period is an authorisation, not an obligation, given to the association concerned. In fact, while considering the sporting integrity of the national competition, the association needs to put in place uniform rules of application for this exception by establishing, for example, the number of players per club that can be registered and the last possible date for these players to be registered.

³³ If the club and the player agree to terminate the employment contract outside a registration period, the player will only be entitled to register for a new club in the next registration period following the mutual termination.

- 4 FIFA can take provisional measures in the event that a player had just cause, i.e. a valid reason, for the termination of his employment relationship, in accordance with art. 14, 22 and annex 3 art. 2 par. 6 of the Regulations. The most recurrent and useful provisional measure is allowing the player to register for a new club³⁴. In accordance with art. 23 par. 3 of the Regulations, the single judge of the Players' Status Committee will decide on provisional measures³⁵ in order to safeguard the interests of the alleged damaged party and avoid abuse and/or irreparable harm³⁶. This will allow to the player to continue his career with a new club pending the outcome of the claim regarding the substance of the matter, i.e. the dispute in relation to the maintenance of contractual stability³⁷. The decision on the substance will be taken at a later stage by the DRC after the completion of the investigation on the litigation³⁸. Obviously, if the single judge comes to the conclusion that the club has not violated the terms of the contract and thus the player did not have just cause to terminate the employment relationship, he will refuse the provisional registration of the player for the new club and will have to wait for the decision on the substance before eventually deciding again on the registration of the player.

34 Particularly so as not to endanger the existence of the player.

35 For further details regarding the procedure for granting provisional measures, cf. the explanation of annex 3, no 2.9 and the following.

36 The club that the player is leaving will mostly oppose attempts to allow its own association to issue an ITC if the player has signed a contract with a new club in another association. In some cases, this opposition is meant to intimidate or penalise the player who may in this way agree to waive his rights toward his former club.

37 Art. 13–18

38 Art. 24 par. 1 in connection with art. 22a) .

Article 7 Player Passport

The registering Association is obliged to provide the club for which the player is registered with a player passport containing the relevant details of the player. The player passport shall indicate the club(s) for which the player has been registered since the Season of his 12th birthday. If a birthday falls between Seasons, the player shall be listed in the player passport for the club for which he was registered in the Season following his birthday.

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3. Player passport and ITC

1. Reason for player passport

- 1 The player passport – which should not be confused with a travel document – is meant to assist associations and clubs in tracing the sporting history of the player, as it lists all clubs for which the player was registered as from the season in which he turned 12. This information is crucial when calculating training compensation³⁹ and the solidarity contribution⁴⁰ payable to those clubs that have invested in training this player.
- 2 If the birthday of the player falls between two seasons, he will be listed in the player passport for the club for which he was registered in the season⁴¹ following his birthday. In this way, the definition of “season” in point 9 of “Definitions” is fully respected.

39 cf. art. 20 and annex 4

40 cf. art. 21 and annex 5

41 cf. Definitions, point 9

III. REGISTRATION OF PLAYERS

2. Indispensable data

This document shall at least include the following data⁴²:

- a) name and date of birth of the player;
- b) name of the club(s), category and timeframe of the registration of the player as from the 12th birthday of the player;
- c) association to which the club is affiliated.

3. Player passport and ITC

Whenever a professional player transfers internationally, the association issuing the ITC shall also attach a copy of the player passport⁴³. Associations should, however, also carry out this task for amateur players, considering that these players may potentially become professionals and their affiliated clubs would be entitled to training compensation and a solidarity contribution in the event of the player moving in the future during the course of the contract and compensation being paid.

⁴² This data was established by the Players' Status Committee in application of art. 23 par. 1 of the Regulations and art. 47 par. 1 of the Statutes.

⁴³ cf. annex 3 art. 1 par. 2

Article 8 Application for Registration

The application for registration of a Professional must be submitted together with a copy of the player's contract. It shall be at the discretion of the relevant decision-making body to take account of any contractual amendments or additional agreements that have not been duly submitted to it.

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Application for registration

With regard to the application for registration of a professional, a copy of the employment contract shall be deposited with the association and/or the league concerned. Whenever the parties agree to amend their employment relationship, this amendment or additional agreement shall be deposited as well. In the event of a dispute, the decision-making body has the discretion to evaluate how it will consider documents that have not been deposited. The employment contract is the basis as well as the starting point for calculating the compensation due to the damaged party in the event of a contractual breach. Any amendment of the terms of the employment relationship will therefore have a direct impact on the amount that the deciding body will establish. If, however, the parties fail to deposit the new contract with the relevant authorities⁴⁴, the deciding body is free to decide that the parties may lose their entitlement to claim their rights out of the amended (but not deposited) contract.

⁴⁴ Either with the football association or with the league, as the case may be.

Article 9 International Transfer Certificate

1. **Players registered with one Association may only be registered with a New Association once the latter has received an International Transfer Certificate (hereinafter: ITC) from the Former Association. The ITC shall be issued free of charge without any conditions or time limitation. Any provisions to the contrary shall be null and void. The Association issuing the ITC shall deposit a copy with FIFA. The administrative procedures for issuing the ITC are contained in annex 3 of these Regulations.**
2. **An ITC is not required for a player under the age of 12 years.**

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International transfer certificate

- 1 The general requirements for a player to be registered with a club are explained in articles 5-8. In the event of a player transferring from a club in one association to another club in another association, and besides having to comply with all the requirements described in articles 5-8 as well as with the provisions of the member association regarding the registration of players, the association of the new club must receive an ITC from the association where the player was formerly registered.

- 2 The ITC shall contain the declaration that the holder is free to play within a specific association as from a certain date. The ITC is a very simple form, filled in by the former association where the player was registered. Special forms are provided for this purpose by FIFA but forms with similar wording can also be used⁴⁵. An ITC shall contain the following information:
 - a) the name of the former (issuing) association;
 - b) the name of the new association;
 - c) the name of the former club of the player;
 - d) the status (amateur or professional) of the player at his former club;
 - e) the last date of registration with the former association;
 - f) the date of issuance of the ITC;
 - g) the signature of the association's official and the stamp.
- 3 The ITC may not be made subject to certain conditions. In particular, the validity of an ITC may not be restricted to a certain period and any clauses to this effect that are added to the certificate shall be considered null and void. Furthermore, associations are forbidden from charging expenses or demanding payment of a fee for issuing an ITC. Moreover, upon issuing the ITC for a player, the former association is obliged to declare any disciplinary sanctions imposed on the player, if applicable (art. 12).
- 4 The ITC shall be issued in triplicate. The original shall be sent to the association requesting the transfer, the first copy to FIFA and the second shall remain in the possession of the association that the player is leaving⁴⁶.
- 5 For players younger than 12, the Regulations do not provide for an obligation to issue an ITC for international transfers. This avoids placing a supplementary burden on the associations. Furthermore, any transfers before the age of 12 have no effect in relation to the provisions of the Regulations, since the training compensation and solidarity mechanism are calculated only as from this age⁴⁷.

⁴⁵ cf. annex 3 art. 1 par. 1

⁴⁶ The administrative procedures for issuing the ITC are listed in annex 3 of the Regulations and will be described in detail there.

⁴⁷ cf. annex 4 art. 1 par. 1 and annex 5 art. 1.

Article 10 Loan of Professionals

1. **A Professional may be loaned to another club on the basis of a written agreement between him and the clubs concerned. Any such loan is subject to the same rules as apply to the transfer of players, including the provisions on training compensation and solidarity mechanism.**
2. **Subject to Art. 5 par. 3, the minimum period of loan shall be the time between two Registration Periods.**
3. **The club that has accepted a player on a loan basis is not entitled to transfer him to a third club without the written authorisation of the club that released the player on loan and of the player concerned.**

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1. Definition
2. Loan to club in another association
3. Training compensation and solidarity mechanism
4. Rights of the club that released the player on loan

1. Definition

The loan of a player by one club to another constitutes a transfer for a predetermined period of time. Only professionals can be loaned. The loan of an amateur is not possible, since the club loaning the player must be in possession of a valid employment contract at the moment the player leaves on loan. The conditions governing the loan of a professional, such as the duration of the loan and the obligation to which the loan is subject, shall be regulated by a separate written contract⁴⁸. A loan contract is in principle only concluded between the two clubs. The player is, however, often asked to co-sign it so as to give his consent to the transfer on a loan basis⁴⁹. The two clubs and the player are also entitled to enter into a tripartite agreement in which the terms of the loan and employment are established. In any event, the player and the new club shall stipulate an employment contract for the duration of the loan. The minimum period of loan shall be the time between two registration periods.

2. Loan to club in another association

- 1 Administratively, a loan is a transfer⁵⁰. An ITC must therefore be issued whenever a player leaves a club in one association to join a club in another association and whenever, on expiry of the period of loan, the player rejoins the association of the club that released him on loan. A copy of the loan contract has to be attached to the ITC for the attention of the new association. The club for which the player is registered during the loan must also be indicated in the player passport.
- 2 Since a loan is considered as a transfer for the administrative aspect of player registration, the loan of a player shall occur during a registration period⁵¹.

⁴⁸ So-called "loan contract".

⁴⁹ If the player does not co-sign the loan agreement, he needs to enter into a separate agreement with the club of origin, whereas the effects of the employment contract are temporarily suspended.

⁵⁰ cf. annex 3 art. 4

⁵¹ cf. annex 3 art. 4 par. 1 in relation to annex 3 art. 2 par. 1

3. Training compensation and solidarity mechanism

A loan is subject to the same rules that apply to the transfer of players, including the provisions on training compensation and solidarity mechanism⁵². In other words, the club receiving the player on loan shall retain 5% of the loan fee and distribute it to all clubs that contributed to training the player between the ages of 12 and 23. At the same time, the club receiving a player on loan is entitled to claim training compensation and a solidarity contribution for the time the player remained with it⁵³ and it can claim training compensation if the player transfers to a third club provided the player is younger than 23.

4. Rights of the club that released the player on loan⁵⁴

- 1 Whenever a player is transferred on a loan basis, the club of origin authorises the new club to use the services of the player for the duration of the loan contract. However, as a general rule, the club of origin intends to recover the services of the player at the end of the loan period, given that, usually, the employment contract it signed with the player is still valid. By means of the loan, the club of origin often seeks to benefit from the experience gained by the player by regularly playing with the new club (cf. also 3 hereunder). Therefore, the new club is not entitled to transfer the player to a third club without the written authorisation of the club that lent him out. This right to a say awarded to the club of origin also ensures that the latter's investments in order to obtain the services of the player in view of a specific predetermined period of time are duly protected.

- 2 During the period that the player is on loan, the effects of the employment contract with the club of origin are suspended, i.e. the club of origin is not obliged to pay the player's salary and to provide him with adequate training and/or other privileges or entitlements as foreseen in the contract. It is the responsibility of the new club to pay the player's salary in accordance with the new contract with the player⁵⁵.
- 3 The loan of a player is often used to foster young talented players that would otherwise not find opportunities in a team. These players are therefore loaned to a club with the purpose of letting them regularly play and thus gain experience. Frequently, the club of origin transfers these players on a free loan basis and sometimes covers the salary of the player either entirely or partially.

⁵² Art. 20 and 21 as well as annex 4 and 5

⁵³ Provided the player transfers in future during the validity of his employment contract and compensation is paid by the new club to the former club.

⁵⁴ For the duration of the loan, the effects, rights and obligations of the employment contract concluded between the player and the club of origin are temporarily suspended (cf. footnote 49) This implies, however, that after the end of the agreed loan period, the relevant effects come back into force. Therefore, the club of origin must main certain rights to a say during the loan period.

⁵⁵ It is, however, also possible and permitted by the Regulations for the new club to take over all contractual obligations of the club of origin or for the club of origin to continue to pay the player's salary during the loan period.

Article 11 Unregistered Players

If a player who has not been registered with an Association appears for a club in any Official Match, that player will be considered as having played illegitimately. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions may also be imposed on the player and/or the club. The right to impose such sanctions lies in principle with the Association or the organiser of the competition concerned.

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1. Registration and eligibility
2. Principle of affiliation
3. Consequences of ineligibility

1. Registration and eligibility

- 1 In order for a player to be eligible to play for a club in official matches, he needs to be registered with the association to which the club is affiliated⁵⁶. This rule is also applicable if the club signs a player on a loan basis.
- 2 The club must take all necessary administrative steps with its own association in order to register the player and receive his eligibility. Players must be able to rely on the club correctly fulfilling this task. Clubs that field players who are not properly registered and players who play without fulfilling the above-mentioned condition⁵⁷ violate the basic principle of affiliation to which clubs and players must abide whenever they wish to participate in organised football⁵⁸.

⁵⁶ The registration procedure is described in detail as from the explanations to art. 5 above.

⁵⁷ A so-called "ineligible player".

⁵⁸ The consequences of fielding an ineligible player are described under point 3 below.

2. Principle of affiliation

Organised football needs to rely on a uniform framework of provisions that is binding for all participants. Sporting results can only be compared and evaluated if all participants meet the same conditions. In order for this to be achievable, clubs and players need to register with the association (and/or with the league, as the case may be), which is in charge of issuing the registration that allows clubs and players to participate in the competitions organised (by the association or by the league) on the territory of this association as well as in the club competitions organised by the confederation of which the association is a member. By registering, the club or the player is affiliated to the association (and/or to the league) concerned.

3. Consequences of ineligibility

- 1 An ineligible player has to be fielded, i.e. to take an active part in a match, in order to violate article 11.
- 2 Infringing the provision of fielding an unregistered player has sporting and disciplinary consequences. First of all, the association (and/or the league) to which the club belongs shall declare any match(es) in which the player took part to have been lost by the club concerned. Furthermore, the competent body of the association (and/or the league) concerned can impose a fine or additional disciplinary sanctions in accordance with its own regulations. If the infringement occurs in a club competition at confederation level, the confederation concerned, as the organiser of the competition, must decide on the matter in accordance with its own competition regulations.

Article **12** Enforcement of Disciplinary Suspensions

Any disciplinary suspension imposed on a player prior to a transfer must be enforced or applied by the New Association with which the player is registered. The Former Association is obliged to notify the New Association of any sanction in writing and upon issuing the ITC.

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Enforcement of disciplinary suspensions

- 1 A player who is under suspension for disciplinary reasons is entitled to be transferred internationally; he must, however, serve the sanction with the new club in the new association. The sanction may have been imposed by the former association, by the confederation of the former club or by FIFA.
- 2 The former association shall issue the ITC to the new association and at the same time, it shall inform the latter of sanctions imposed on the player that still have to be served.
- 3 It is the responsibility of the new association to inform the new club for which the player wants to register about the remainder of sanctions that still have to be served. During this period, the player will not be eligible to play for the new club⁵⁹.

Introduction to articles 13-17

The following overview will outline the different possibilities in relation to the termination of a contract and its consequences for clubs and players, which will then be subject to closer analysis in the following chapter.

- 1 The player terminates a contract for sporting just cause (art. 15)
 - no sporting sanctions applicable on the player
 - no sporting sanctions applicable on the club
 - compensation may be payable to the club
- 2 The player terminates a contract for just cause (art. 14)
 - no sporting sanctions applicable on the player
 - sporting sanctions possibly applicable on the club (during the protected period)
 - compensation may be payable to the player
- 3 The player terminates a contract without just cause during a protected period (art. 17)
 - sporting sanctions applicable on the player
 - compensation payable to the club
- 4 The player terminates a contract without just cause after the protected period (art. 17)
 - no sporting sanctions applicable on the player
 - compensation payable to the club
- 5 The club terminates a contract with just cause (art. 14)
 - no sporting sanctions applicable on the club
 - sporting sanctions applicable on the player (during the protected period)
 - compensation may be payable to the club

⁵⁹ The consequences of ineligibility are described in the explanation of art. 11 no. 3.

IV. MAINTENANCE OF CONTRACTUAL STABILITY BETWEEN PROFESSIONALS AND CLUBS

- 6 The club terminates a contract without just cause during a protected period (art. 17)
- sporting sanctions applicable on the club
 - compensation payable to the player
- 7 The club terminates a contract without just cause after the protected period (art. 17)
- no sporting sanctions applicable on the club
 - compensation payable to the player

Article 13 Respect of Contract

A contract between a Professional and a club may only be terminated on expiry of the term of the contract or by mutual agreement.

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Respect of contract

The Regulations aim to ensure that in the event of a club and a player choosing to enter into a contractual relationship, this contract⁶⁰ will be honoured by both parties. A contract between a player and a club may therefore only be terminated on expiry of the contract or by mutual agreement. Unilateral termination of a contract without just cause, especially during the so-called protected period, is to be vehemently discouraged.

⁶⁰ A contract between a player and a club shall always be stipulated for a predetermined period of time (cf. art. 18 par. 2)

Article 14 Terminating a Contract for Just Cause

A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) in the case of just cause.

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Terminating a contract for just cause

- 1 The principle of respect of contract is, however, not an absolute one. In fact, both a player and a club may terminate a contract with just cause, i.e. for a valid reason.
- 2 The definition of just cause and whether just cause exists shall be established in accordance with the merits of each particular case. In fact, behaviour that is in violation of the terms of an employment contract still cannot justify the termination of a contract for just cause. However, should the violation persist for a long time or should many violations be cumulated over a certain period of time, then it is most probable that the breach of contract has reached such a level that the party suffering the breach is entitled to terminate the contract unilaterally. The following examples explain the application of this norm.
- 3 Example 1⁶¹: A player has not been paid his salary for over 3 months. Despite having informed the club of its default, the club does not settle the amount due. The player notifies the club that he will terminate the employment relationship with immediate effect. The fact that the player has not received his salary for such a long period of time entitles him to terminate the contract, particularly because persistent non-compliance with the financial terms of the contract could severely endanger the position and existence of the player concerned⁶².

⁶¹ Example 1 and example 2 (cf. point 4 below) are based on simplified decisions of the DRC.

⁶² Under normal circumstances, only a few weeks' delay in paying a salary would not justify the termination of an employment contract.

- 4 Example 2: player A, employed by club X, has displayed an uncooperative attitude ever since his arrival at the club. He does not follow the directives given by the coach, he regularly argues with his team-mates and often fights with them. One day, after the coach informs him that he has not been called up for the next championship fixture, the player leaves the club and does not appear for training on the following days. After two weeks of unjustified absence from training, the club decides to terminate the player's contract. The player's uncooperative attitude towards the club and his team-mates would certainly justify sanctions being imposed on the player in accordance with the club's internal regulations. The sanctions should, however, (at least in the beginning) be a reprimand or a fine. The club would only be justified in terminating the contract with the player with just cause if the player's attitude continued, together with the player disappearing without a valid reason and without the express permission of the club.
- 5 In the event of just cause being established by the competent body, the party terminating the contract with a valid reason is not liable to pay compensation or to suffer the imposition of sporting sanctions.
- 6 On the other hand, the other party to the contract, who is responsible for and at the origin of the termination of the contract⁶³, is liable to pay compensation for damages suffered as a consequence of the early termination of the contract and sporting sanctions may be imposed⁶⁴.

⁶³ With regard to the consequences of terminating a contract without just cause, reference is made to art. 17.

⁶⁴ Just cause for the termination of a contract by one party is usually the consequence of a violation of the contract by the other party. It is, however, possible that one party has just cause for the termination of the contract but that the other party is not responsible for the violation of the contract or for both parties to share the responsibility.

Article **15** Terminating a Contract for Sporting Just Cause

An established Professional who has, in the course of the Season, appeared in less than 10% of the Official Matches in which his club has been involved may terminate his contract prematurely on the grounds of sporting just cause. Due consideration shall be given to the player's circumstances in the appraisal of such cases. The existence of sporting just cause shall be established on a case-by-case basis. In such a case, sporting sanctions shall not be imposed, though compensation may be payable. A Professional may only terminate his contract on this basis in the 15 days following the last Official Match of the Season of the club for which he is registered.

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Terminating a contract for sporting just cause

- 1 The Regulations reflect the fact that an established player may have valid sporting reasons – so-called 'sporting just cause' – to prematurely terminate a long-term contract unilaterally if he has appeared in less than 10% of the official matches of his club during a season. Consequently, the two mandatory conditions for a player to be entitled to claim sporting just cause are, first of all, that the player is recognised as an established player and secondly, he has not played in 10% of the official matches of his club⁶⁵.

⁶⁵ Being entitled to claim sporting just cause in accordance with the above conditions does not automatically mean that sporting just cause has been established. Sporting just cause must always be established by the DRC.

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- 2 But what is an established player? The Regulations do not define this term. Consequently, in order to understand what an established player is, it is essential to focus on the scope of this provision. The key element here is the fact that a player with a certain level of footballing skill does not have sufficient opportunities in a club and therefore wishes to leave in order to join a club where he has the opportunity to play on a regular basis. "Established" is therefore first of all a player who has terminated and completed his training period. Furthermore, his level of footballing skill is at least equal to or even superior to those of his team-mates who appear regularly. One possible reason for the player in question not playing (regularly) is because his position has already been taken by another player with similar characteristics.
- 3 A further condition imposed by the Regulations in order for a player to be able to claim sporting just cause is that he has appeared in less than 10% of the official matches of his club during a season. "Appearance" is to be understood as being fielded and thus actively taking part in a game⁶⁶. The championship, as well as national and international cup matches, are to be taken into account in order to establish the percentage of games played⁶⁷.

- 4 As noted above, it is not possible to compile an exhaustive list of characteristics to define an "established player". The deciding body⁶⁸ must therefore evaluate the player's specific circumstances in the appraisal of such cases and the existence of sporting just cause on a case-by-case basis⁶⁹. In particular, the following situations may play a fundamental role in the evaluation: the player's position on the pitch⁷⁰, any injuries or suspensions sustained by a player that have prevented him from playing over a certain period of time as well as any situation that may justify, from a sporting point of view, the fact that the player has not been fielded on a regular basis⁷¹.
- 5 Whenever it is established by the competent body that sporting just cause exists, no sporting sanctions are imposed on the player terminating the contract. However, compensation is payable to the club. The club may lose its entitlement to compensation if the player can prove that the club has completely neglected the player from a sporting point of view, as it was not interested in his services.
- 6 A player who claims sporting just cause may only terminate his contract on this basis in the 15 days following the last official match of the season of the club for which he is registered. Failure to respect this provision will lead to the imposition of disciplinary sanctions⁷². It must, however, also be considered that such a late termination will have financial consequences for the player, who must compensate the club for damages incurred as a result of the contract being terminated incorrectly.

⁶⁶ In this respect, it is not the number of appearances in games but the minutes effectively played therein that is relevant.

⁶⁷ For the definition of official matches, reference is made to point 5 of "Definitions".

⁶⁸ The DRC as the first-instance body and the Court of Arbitration for Sport (hereinafter "CAS") as the body of appeal. So far, there is no jurisprudence related to sporting just cause.

⁶⁹ The existence of sporting just cause must always be established by the competent deciding body. If the deciding body establishes that sporting just cause does not exist, this means that the employment relationship has been terminated without just cause and consequently art. 17 of the Regulations applies.

⁷⁰ e.g. a reserve goalkeeper may play in only a few games per year.

⁷¹ It seems to be very difficult for a young, talented player to claim sporting just cause as long as he is still in training and an older and more experienced player is fielded instead.

⁷² The stage after the expiry of the 15-day deadline when the player is asking for sporting just cause to be established is relevant in order to decide on the disciplinary sanction to be imposed on the player. Obviously, the closer it is to the end of the main registration period, the harder the sanction may be, since the club is penalised in a stronger manner considering that it will be more difficult for it to find a replacement for the player who is leaving.

Article **16** Restriction on Terminating a Contract During the Season

A contract cannot be unilaterally terminated during the course of a Season.

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Restriction on terminating a contract during the season

- 1 The Regulations provide for two situations in which an employment contract between a player and a club can prematurely and unilaterally be terminated before its end:
 - a) By either party (even without just cause) after the expiry of the so-called protected period (cf. Definitions and art. 17);
 - b) By the player for sporting just cause (cf. art. 15).
- 2 Termination in the aforementioned situations is only allowed at the end of the season, particularly since the club must trust that it will be in a position to rely on the services of all its players during the course of the season, unless the parties have agreed at mid-season to mutually terminate their working relationship. Should this expectation not be met, the club would suffer sporting instability that would severely harm the club itself and have an impact on the other players as well. At the same time, it would not be particularly easy for the player to find a club wishing to employ him during the course of the season as squads are basically already formed.
- 3 Art. 14 of the Regulations (termination of a contract for just cause) is a *lex specialis* to the principle of art. 16. It represents the only situation in which either party is entitled to unilaterally terminate the contract at any time, i.e. also during the course of a season.

Article **17** Consequences of Terminating a Contract Without Just Cause

The following provisions apply if a contract is terminated without just cause:

1. In all cases, the party in breach shall pay compensation. Subject to the provisions of Art. 20 and annex 4 in relation to Training Compensation, and unless otherwise provided for in the contract, compensation for breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the Former Club (amortised over the term of the contract) and whether the contractual breach falls within a Protected Period.
2. Entitlement to compensation cannot be assigned to a third party. If a Professional is required to pay compensation, the Professional and his New Club shall be jointly and severally liable for its payment. The amount may be stipulated in the contract or agreed between the parties.
3. In addition to the obligation to pay compensation, sporting sanctions shall also be imposed on any player found to be in breach of contract during the Protected Period. This sanction shall be a restriction of four months on his eligibility to play in Official Matches. In the case of aggravating circumstances, the restriction shall last six months. In all cases, these sporting sanctions shall take effect from the start of the following Season of the New Club. Unilateral breach without just cause or sporting just cause after the Protected Period will not result in sporting sanctions. Disciplinary measures may, however, be imposed outside of the Protected Period for failure to give due notice of termination (i.e. within fifteen days following the last match of the Season). The Protected Period starts again when, while renewing the contract, the duration of the previous contract is extended.

4. In addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the Protected Period. It shall be presumed, unless established to the contrary, that any club signing a Professional who has terminated his contract without just cause has induced that Professional to commit a breach. The club shall be banned from registering any new players, either nationally or internationally, for two Registration Periods.
5. Any person subject to the FIFA Statutes and FIFA regulations (club officials, players' agents, players etc.) who acts in a manner designed to induce a breach of contract between a Professional and a club in order to facilitate the transfer of the player shall be sanctioned.

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The consequences of terminating a contract without just cause are in principle the following:

1. Compensation
2. Sporting sanctions

1. Compensation

- 1 Contractual breaches, whether inside or outside the protected period, give rise to compensation. The compensation amount is calculated in accordance with objective criteria. The Regulations provide for some criteria that can be taken into account to establish compensation:
 - a) the remuneration and other benefits due to the player under the existing contract and/or the new contract,
 - b) the time remaining on the existing contract up to a maximum of five years,
 - c) the fees and expenses paid or incurred by the former club (amortised over the term of the contract),
 - d) whether the contractual breach occurred within the protected period.

- 2 Claims for compensation can be brought before the DRC⁷³, which, as well as the above objective criteria, takes into account all relevant arrangements, laws and/or collective bargaining agreements that exist at national level⁷⁴, as well as the specificity of sport, when establishing the compensation amount due⁷⁵.
- 3 The parties may, however, stipulate in the contract the amount that the player shall pay to the club as compensation in order to unilaterally terminate the contract (a so-called buyout clause). The advantage of this clause is that the parties mutually agree on the amount at the very beginning and fix this in the contract. By paying this amount to the club, the player is entitled to unilaterally terminate the employment contract. With this buyout clause, the parties agree to give the player the opportunity to cancel the contract at any moment and without a valid reason, i.e. also during the protected period, and as such, no sporting sanctions may be imposed on the player as a result of the premature termination⁷⁶.
- 4 Whenever a player has to pay compensation to his former club, the new club, i.e. the first club for which the player registers after the contractual breach, shall be jointly and severally liable for its payment⁷⁷.

⁷³ cf. art. 24 in connection with art. 22.

⁷⁴ The laws of the country where the club is domiciled are relevant.

⁷⁵ CAS 2004/A/587: with respect to the calculation of compensation for a breach of contract committed by a club, the panel applied Swiss law as the law of the country where the association taking the decision was domiciled (art. R58 of the Code of Sports-related Arbitration), since the parties involved had agreed to submit the dispute to the FIFA Regulations and to the Code of Sports-related Arbitration. The panel applied, in particular, art. 337c par. 1 of the Swiss Code of Obligations (CO). Accordingly, the compensation due to the player corresponded to the salary for the remaining duration of the contract, taking into account the player's obligation to mitigate the damages. The damages caused by the breach of contract consisted of the loss of all benefits, provided they were stipulated in the employment contract. Furthermore, there was also the possibility of awarding additional compensation. This additional compensation may, however, not surpass the amount of six monthly salaries (cf. art. 337c par. 3 CO).

CAS 2005/A/902 & CAS 2005/A/903: with respect to the calculation of compensation for a breach of contract committed by a player, the panel applied art. 337d CO, according to which the player has to reimburse the club for damages suffered through the early termination of the contract. In order to quantify these damages, art. 99 par. 3 CO makes direct reference to art. 42ff. CO.

⁷⁶ The sports legislation of certain countries (e.g. Spain, Real Decreto 1006) provides for a buyout clause to be included as compulsory in contracts. Other countries cannot include such a clause in their contracts as it is not compatible with mandatory labour law.

⁷⁷ The new club will be responsible, together with the player, for paying compensation to the former club, regardless of any involvement or inducement to breach the contract.

IV. MAINTENANCE OF CONTRACTUAL STABILITY BETWEEN PROFESSIONALS AND CLUBS

- 5 The entitlement to compensation for contractual breach is exclusively in favour of the party that has suffered the breach and cannot be assigned to a third party.
- 6 The provisions on training compensation⁷⁸ need particular attention in the following situations, provided that the player is younger than 23:
 - a) If the former club of the player terminates the contract without just cause (within or outside the protected period), no training compensation is payable⁷⁹.
 - b) If the player terminates the contract without just cause (within or outside the protected period), the new club will have to pay training compensation to the former club in addition to being jointly and severally liable for compensation for contractual breach.

2. Sporting sanctions

- 1 Before analysing the section dedicated to sporting sanctions, it is essential to focus on the so-called protected period of an employment contract⁸⁰. Unilateral termination of an employment contract without just cause is always inadmissible. In the case of a contract signed up to the player's 28th birthday, termination during the first three years requires the imposition of sporting sanctions as well as financial compensation. The same principle applies to contracts signed after the 28th birthday of the player, but only during the first two years⁸¹.

- 2 A player who breaches his contract during the protected period risks a restriction on his eligibility to play for his new club in the club's new season⁸². This suspension is for four months, but if there are aggravating circumstances, the suspension can be for a maximum of six months⁸³.
- 3 A club that breaches a contract with a player during the protected period risks being prohibited from registering new players, either domestically or internationally, for two registration periods following the contractual breach⁸⁴.
- 4 Inducement to breach a contract is also liable to sanctions during the protected period. A club that induces a player to breach his contract risks being prohibited from registering new players, either domestically or internationally, for two registration periods following the contractual breach. Furthermore, sanctions may also be imposed on any person falling under the jurisdiction of the FIFA Statutes and regulations⁸⁵ who is involved in a breach of contract.

82 The period of restriction on the eligibility of the player starts as from the first match of the championship of the new club. The aim of this provision is to ensure that the sporting sanction is effective for the player and the new club (since a sanction imposed during the period between two seasons would have no sanctioning or deterrent effect). If, however, at the moment when the breach of the contract occurs, the player is *prima facie* responsible for the breach without just cause, registration for the new club will only be granted after the decision on the substance of the matter. During this period, the player remains registered with the former club. The sporting sanction imposed by the deciding body will thus have effect as from the registration with the new club.

83 A player who breaches an employment contract by wrongly and prematurely withdrawing from it may be liable to damages or sporting sanctions but not to an injunction to remain in the employment contract (CAS 2004/A/678, order of provisional measures of 17 August 2004).

84 The ban on registering any new players is a strong sanction for the club, since it has a direct impact on the competitiveness of the club in national and international club competitions.

85 Such as players' agents or club officials. After involvement has been established, the FIFA Disciplinary Committee may impose appropriate sanctions against those held responsible in accordance with the catalogue of disciplinary sanctions provided for in the Disciplinary Code. However, with regard to a player's agent inducing a player to breach his contract, the Players' Agents Regulations provide for special provisions related to the competent body to impose sanctions, i.e. the Players' Status Committee (cf. art. 21 of the relevant regulations), as well as to the possible sanctions (cf. art. 14c in connection with art. 15 of the Players' Agents Regulations).

78 cf. art. 20 and annex 4

79 cf. annex 4 art. 2

80 cf. point 7 of "Definitions".

81 The decisions are taken by the DRC in accordance with art. 24.

IV. MAINTENANCE OF CONTRACTUAL STABILITY BETWEEN PROFESSIONALS AND CLUBS

- 5 Contractual breaches occurring after the protected period no longer provoke the sanctions described above on a player or clubs. In any event, contractual breaches during the season are prohibited, and can therefore only take effect at the end of the season. Notice of termination has to be given within 15 days of the last match of the season. If this deadline is disregarded, disciplinary sanctions may be imposed even after the expiry of the protected period⁸⁶.
- 6 The protected period starts again when, while renewing the contract, the previous contract is extended⁸⁷.

⁸⁶ The sanction to be imposed needs to be in direct relation to the moment when the termination of the employment contract was notified. The four-month restriction on eligibility is not applicable in such situations, as it would be excessive.

⁸⁷ When parties agree to extend the duration of an employment relationship, they do so to have longer contractual stability and it is usually linked to an improvement in the financial terms of the contract in favour of the player. The major amendments in the contract, replacing certain terms of the existing contract, have the same consequences as if the parties had signed a new agreement. Consequently, when a contract is extended, the protected period starts again.

Article **18** Special Provisions Relating to Contracts Between Professionals and Clubs

1. If an agent is involved in the negotiation of a contract, he shall be named in that contract.
2. The minimum length of a contract shall be from the date of its entry into force to the end of the Season, while the maximum length of a contract shall be five years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised.
3. A club intending to conclude a contract with a Professional must inform his current club in writing before entering into negotiations with that Professional. A Professional shall only be free to conclude a contract with another club if his contract with his present club has expired or will expire within six months. Any breach of this provision shall be subject to appropriate sanctions.
4. The validity of a contract may not be made subject to a positive medical examination and/or the granting of a work permit.
5. If a Professional enters into more than one contract covering the same period, the provisions set forth in Chapter IV shall apply.

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1. Introduction
2. Licensed players' agents
3. Length of contracts
4. Approaching a player
5. Medical examinations and work permits
6. Signing more contracts

1. Introduction

The special provisions in this article are also binding at national level and are meant to regulate the relationship between professionals and clubs in a uniform manner.

2. Licensed players' agents

If the services of a licensed players' agent have been used to conclude a contract for the transfer of a player between two clubs and/or an employment contract between a player and a club, reference shall be made to this fact in the relevant contract(s). These contracts shall moreover clearly mention the name of any agent who has been given such a mandate⁸⁸.

⁸⁸ If the name of the agent does not appear on the contract, the burden of proof in the event of a dispute will rest with the party claiming that the agent participated in the negotiations.

3. Length of contracts

- 1 Every player designated as a professional shall have a written contract with the club employing him⁸⁹. The minimum length of this contract shall be from the date of its enforcement until the end of the season, while the maximum length shall be five years. The maximum duration of a contract has been set with due consideration for the balance of interests between clubs and players. On the one hand, it is in relation to the average timeframe needed by a club in order to build up a competitive squad, while on the other hand, it represents an adequate timeframe for a player to be bound to a club that does not impede the proper development of the career of the athlete. Contracts that exceed five years shall only be permitted if consistent with national laws. However, for the calculation of compensation due in the event of termination without just cause, art. 17 par. 1 states that the maximum period to take into account is five years. In other words, if the parties have agreed to sign a contract exceeding five years, in the event of a termination without just cause, only the period up to the fifth year would be relevant when establishing the compensation due.
- 2 In order to safeguard the interests of young players and not hinder their progress through an excessive tie to a club, players who have not reached their eighteenth birthday may not sign a contract for a term longer than three years. Any clauses signed for a longer period are not recognised by the football authorities⁹⁰.

⁸⁹ cf. art. 2

⁹⁰ If a contract is signed for longer than three years, only the first three years of the contract are to be considered. After the end of the third year, the player is free to leave the club unless he explicitly or de facto accepts the extension.

4. Approaching a player

- 1 A club intending to conclude a contract with a player who is under contract with another club must inform this club in writing of its interest before entering into negotiations with the player⁹¹.
- 2 A player whose contract is due to expire cannot wait until after the expiry of his current contract in order to sign a new contract and thus secure his existence, as otherwise the possibility of finding new employment would be limited. The Regulations therefore allow a player to conclude a contract with another club if the contract with his current club has expired or will expire within the next six months. This six-month rule is a reasonable period of time for a player to enter into negotiation with and sign for a prospective club and for the current club not to suffer any instability as a result of the departure of the player caused by external factors. The player's new contract may not include anything that would interfere with the proper completion of the existing contract. It goes without saying that the attitude of the player shall not hinder the correct conclusion of the current contract.

⁹¹ The club with which the player is contracted needs to agree to the discussion between its player and the prospective new club. Without this agreement, the new club may be in a situation of inducing the player to breach his contract if it continues negotiations with the player.

5. Medical examinations and work permits

- 1 The validity of an employment contract between a player and a club shall not be made subject to the positive results of a medical examination or to the acquisition of a work permit from the local authorities. Any such conditions that are included in a contract are not recognised and the contract is still valid without this clause. In other words, this means that the new club's failure to respect the contract represents an unconditional breach of contract without just cause⁹².
- 2 The player's prospective club is therefore required to undertake all necessary research and to take all appropriate steps before concluding a contract. Once a contract has been signed, all parties involved can rely in good faith on it being respected and enforced.
- 3 Violations of this provision are linked to negligence by the new club that has not exercised the usual care expected from it in business life. In fact, both the medical examination and the request for a work permit have to be initiated by the new club. The player has to put himself at the club's full disposal and supply the prospective club with all necessary information and documents in order to facilitate these tasks. If the club does not use this diligence when signing a player, it cannot claim afterwards that the failure to fulfil a contract was based on (existing or presumed) injuries or the fact that the player has not received a work permit.

⁹² With regard to the consequences of terminating a contract without just cause, reference is made to the explanation of art. 17.

6. Signing more contracts

- 1 A player can only enter into one employment relationship at a time. A player who enters into more than one employment contract with different clubs for the same period of time contravenes the provisions of Chapter IV of the Regulations and must be sanctioned in accordance with art. 17⁹³.
- 2 If he signs a second contract, the player effectively terminates the first one. Besides the circumstances surrounding the breach committed by the player, the role played by the second club for inducement to contractual breach must also be ascertained.
- 3 Exception: the only situation in which a player is entitled to enter into two employment contracts for the same period of time is whenever the player transfers on loan to a third club⁹⁴.

93 With regard to the consequences of contractual breach, reference is made to the explanation of art. 17.

94 cf. the explanation of art. 10 no. 4.2 for the effects of a loan on an employment contract.

Article 19 Protection of Minors

1. **International transfers of players are only permitted if the player is over the age of 18.**
2. **The following three exceptions to this rule apply:**
 - a) **The player's parents move to the country in which the New Club is located for reasons not linked to football; or**
 - b) **The transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA) and the player is aged between 16 and 18. In this case, the New Club must fulfil the following minimum obligations:**
 - i. **It shall provide the player with an adequate football education and/or training in line with the highest national standards.**
 - ii. **It shall guarantee the player an academic and/or school and/or vocational education and/or training, in addition to his football education and/or training, which will allow the player to pursue a career other than football should he cease playing professional football.**
 - iii. **It shall make all necessary arrangements to ensure that the player is looked after in the best possible way (optimum living standards with a guest family or in club accommodation, appointment of a mentor at the club etc.).**
 - iv. **It shall, on registration of such a player, provide the relevant Association with proof that it is complying with the aforementioned obligations; or**
 - c) **The player lives no further than 50km from a national border, and the club for which the player wishes to be registered in the neighbouring Association is also within 50km of that border. The maximum distance between the player's domicile and the club's quarters shall be 100km. In such cases, the player must continue to live at home and the two Associations concerned must give their explicit consent.**

3. **The conditions of this article shall also apply to any player who has never previously been registered for a club and is not a national of the country in which he wishes to be registered for the first time.**
4. **Each Association shall ensure the respect of this provision by its clubs.**
5. **The Players' Status Committee shall be competent to decide on any dispute arising in relation to these matters and shall impose appropriate sanctions in case of violation of this provision.**

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Protection of minors

- 1 The Regulations set strict conditions for the international transfer of minors, i.e. players under the age of 18, in order to provide a stable environment for the training and education of these players. The abuse to which minors have been exposed in the past must be prevented and all associations must help to make sure that this rule is effectively complied with.
- 2 The principle states that international transfers of minors are not permitted, unless one of the following three exceptions applies:

Exception 1: the player's parents move to the country of the new club for reasons not linked to football. Associations are only entitled to register minors who have transferred with their parents if the family's move was not due to the transfer of the minor to a football club. The term "parents" has to be understood in a strict way. The fact that the player may live with a close relative in the country of the new club is not sufficient to justify the application of this exception.

Exception 2: a player between the ages of 16 and 18 can move within the territory of the EU/EEA⁹⁵ from one member country to another country on his own, on the condition that his sporting, training and academic education is guaranteed by the new club. The nationality of the player is not relevant. The Regulations establish self-explanatory guidelines that have to be followed by the new club. Associations and leagues shall ensure the correct application of these provisions and make sure that the requirements set out in this article are observed whenever a club applies for the registration of a player who is under the age of 18.

If a club does not comply with the aforementioned provisions, the association shall not register the player. Associations are also entrusted to carry out on-the-spot investigations to ensure that any club that has registered a player under 18 years of age continues to comply with the obligations set out in this article. If a club has failed to meet these obligations, it is liable to be sanctioned.

Exception 3: this relates to so-called cross-border transfers. Due to the particular circumstances existing in certain areas⁹⁶, there is a regular interchange between both sides of the border. Considering that this interchange also affects young footballers, this norm has had to be relaxed by allowing a player who lives close to the national border to register for a club in the neighbouring association. In such cases, the player must continue to live at home and the two associations concerned must give their explicit consent to the player's registration for the new club.

⁹⁵ In the agreement reached between the EU and FIFA/UEFA in March 2001, this provision was included so as not to contravene the free movement of employees within the EU/EEA. Moreover, players from a country that has a bilateral agreement with the EU on the free movement of workers (e.g. Switzerland) profit from the same conditions as EU players.

⁹⁶ e.g. the club on the other side of the border is closer than the closest club in the player's own country, or in very populated areas close to a border, the border has only a political but not a practical significance as the inhabitants of this area regularly use the infrastructure on both sides of the border.

- 3 Players below the age of 18 who move to a country of which they are not nationals can only apply for their first registration if one of the above three exceptions applies, otherwise they need to wait until they reach the age of 18. Youngsters born in a foreign country or those who have lived there for a significant part of their life should be excluded from this rule and should be considered as nationals from a sporting point of view.
- 4 The Players' Status Committee decides on disputes related to the transfer of minors and imposes appropriate sanctions if the provisions of this article are violated.

Article 20 Training Compensation

Training Compensation shall be paid to a player's training club(s): (1) when a player signs his first contract as a Professional, and (2) on each transfer of a Professional until the end of the Season of his 23rd birthday. The obligation to pay Training Compensation arises whether the transfer takes place during or at the end of the player's contract. The provisions concerning Training Compensation are set out in annex 4 of these Regulations.

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Training compensation

The Regulations create a detailed system for the payment of training compensation and solidarity mechanism. This system encourages the training of young players and creates stronger solidarity among clubs by awarding financial compensation to clubs that have invested in training young players. The details of this system will be analysed at a later stage while dealing with annexes 4 and 5 of the Regulations.

Article **21** Solidarity Mechanism

If a Professional is transferred before the expiry of his contract, any club that has contributed to his education and training shall receive a proportion of the compensation paid to his previous club (solidarity contribution). The provisions concerning solidarity contributions are set out in annex 5 of these Regulations.

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Solidarity mechanism

Similar to training compensation, the solidarity mechanism is meant to foster the training of young players by awarding a contribution that will be distributed to all clubs that have trained the player throughout his entire sporting activity. Details regarding the solidarity contribution will be analysed in annex 5 of the Regulations.

Article **22** FIFA Competence

Without prejudice to the right of any player or club to seek redress before a civil court for employment-related disputes, FIFA is competent for:

- a) Disputes between clubs and players in relation to the maintenance of contractual stability (Art. 13 – 18) if there has been an ITC Request and if there is a claim from an interested party in relation to such ITC Request, in particular regarding its issuance, regarding sporting sanctions or regarding compensation for breach of contract;
- b) Employment-related disputes between a club and a player that have an international dimension, unless an independent arbitration tribunal guaranteeing fair proceedings and respecting the principle of equal representation of players and clubs has been established at national level within the framework of the Association and/or a collective bargaining agreement;
- c) Employment-related disputes between a club or an Association and a coach that have an international dimension, unless an independent arbitration tribunal guaranteeing fair proceedings exists at national level;
- d) Disputes related to Training Compensation (Art. 20) and Solidarity Mechanism (Art. 21) between clubs belonging to different Associations;
- e) Disputes between clubs belonging to different Associations that do not fall within the cases foreseen in a) and d).

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FIFA competence

- 1 In accordance with article 61 par. 2 of the FIFA Statutes, recourse to ordinary courts of law is prohibited unless specifically provided for in the FIFA regulations. Since the legislation of many countries provides for the compulsory jurisdiction of ordinary courts for employment-related disputes, players and clubs are entitled to seek redress before a civil court⁹⁷ as an exception to the above-mentioned statutory principles. Parties can therefore decide to bring a labour dispute⁹⁸ in front of a competent ordinary court. The choice of judge is a fundamental right that cannot be denied. Some national legislation does not even allow labour disputes to be referred to a deciding body other than the civil courts before the dispute has arisen. Parties may, however, decide to divert from the choice of judge if there is no compulsory jurisdiction of ordinary courts and instead refer the matter to (national or international) sports arbitration. However, according to the principle of litispendency, a case pending in front of civil courts cannot be dealt with by sports arbitration.

- 2 Despite being entitled to lodge a claim in relation to an employment dispute with an ordinary court of law, parties prefer to refer their litigations to sports-deciding bodies for the following reasons. Sport in general and football in particular needs a fast decision-making system that takes into account the specificity of sport. The three main arguments are therefore (1) swift resolution of disputes, (2) the knowledge of the specialists passing the decisions who need to be familiar with the details of football and (3) the fact that FIFA can use its disciplinary power to enforce decisions passed by the Players' Status Committee and the DRC⁹⁹.
- 3 Once the parties have decided to bring the matter to football arbitration, it is necessary to ascertain who is competent to decide on the issue. In other words, national and international competence must be determined, i.e. the competence of an association on the one side and FIFA on the other. Art. 22 of the Regulations regulates in detail all situations on which the FIFA bodies are competent to rule.

⁹⁷ "Civil court" refers to those courts in the country in question that are competent to decide on labour disputes.

⁹⁸ cf. art. 61 of the FIFA Statutes, according to which recourse to ordinary courts of law is prohibited unless specifically provided for in the FIFA regulations. An employment-related dispute is litigation between a club and a player based on their respective rights and duties, first of all in the employment contract and subsequently, in relation to the (national and international) regulations that directly govern the relationship between the parties.

⁹⁹ It is very difficult to enforce the decision of an ordinary court or of an arbitration court in another country, as it may be time- and money-consuming. In some situations, depending on the laws of the country where enforcement of the decision is demanded, it may not even be possible to enforce the decision.

4 FIFA is competent for:

a) Disputes between clubs and players in relation to the maintenance of contractual stability if there has been an ITC request and a claim in relation to this request. In other words, FIFA is competent whenever a player signs for a club affiliated to another association as a result of an employment-related dispute, and the new association asks for the ITC to be issued. It is irrelevant if the player has the nationality of the country where the former club is based. The registration of the player following the termination of the contract determines whether the dispute is national or international. If the player registers for a new club in the same association where his former club is domiciled, the dispute is national, but if he registers for a club in another association and there is an ITC request, the dispute is international. Such international disputes are referred to the DRC with respect to the substance of the matter, whereas the single judge of the Players' Status Committee is competent to decide on the provisional registration of the player for the new club¹⁰⁰.

b) Employment-related disputes between a club and a player that have an international dimension, unless an independent arbitration tribunal has been established at national level. The international dimension is represented by the fact that the player concerned is a foreigner in the country concerned. In these cases, there is no need for an ITC request. The jurisdiction of FIFA is automatically established. These disputes obviously also fall within the remit of the DRC. On the other hand, disputes between a player who has the nationality of the country to which the club is affiliated and this club fall under the exclusive jurisdiction of national sports tribunals (or of civil courts, as the case may be) if the player registers for a club in the same association.

However, if the association where both the player and club are registered has established an arbitration tribunal composed of members chosen in equal number by players and clubs with an independent chairman, this tribunal is competent to decide on such disputes¹⁰¹. These national arbitration tribunals may also be provided for within the framework of a collective bargaining agreement.

¹⁰⁰ cf. art. 24 par. 1 in connection with art. 23 par. 3.

¹⁰¹ A clear reference to the competence of the national arbitration tribunal has to be included in the employment contract. In particular, the player needs to be aware at the moment of signing the contract that the parties shall be submitting potential disputes related to their employment relationship to this body.

c) Employment-related disputes between a club or an association and a coach that have an international dimension, unless an independent arbitration tribunal exists at national level. In this respect, it must be noted that coaches of a national team who have a different nationality from that of the team of the country they are coaching are also entitled to lodge a claim with FIFA¹⁰². Such disputes are referred to the Players' Status Committee.

d) Disputes related to training compensation and the solidarity mechanism between clubs belonging to different associations. These disputes are referred to the DRC.

Disputes between clubs belonging to the same association related to training compensation and the solidarity mechanism shall be settled in accordance with national regulations. Particular attention shall be paid as to whether the association has provided for a system to reward the clubs that train players (art. 1 par. 2), and if so, to what this system foresees.

e) Disputes between clubs belonging to different associations in the event of a failure to respect a transfer or a loan contract. Such disputes are dealt with by the Players' Status Committee.

¹⁰² With regard to the terms "international dimension" and "national arbitration tribunal", reference is made to b) above.

Article 23 Players' Status Committee

1. **The Players' Status Committee shall adjudicate on all disputes in accordance with Art. 22 c) and e) as well as on all other disputes arising from the application of these regulations, subject to Art. 24.**
2. **In case of uncertainty as to the jurisdiction of the Players' Status Committee or the Dispute Resolution Chamber, the chairman of the Players' Status Committee shall decide which body has jurisdiction.**
3. **The Players' Status Committee shall adjudicate in the presence of at least three members, including the chairman or the deputy chairman, unless the case is of such a nature that it may be settled by a single judge. In cases that are urgent or raise no difficult factual or legal issues, and in decisions on the issuance of a provisional ITC in accordance with annex 3, the chairman or a person appointed by him, who must be a member of the committee, may adjudicate as a single judge. Each party shall be heard once during the proceedings. Decisions reached by the single judge or the Players' Status Committee may be appealed before the Court of Arbitration for Sport (CAS).**

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1. Competence

- 1 In accordance with art. 23, the Players' Status Committee is primarily competent to decide in employment-related disputes between a club or an association and a coach that have an international dimension as well as disputes between clubs belonging to different associations in the event of a failure to respect a transfer contract. Besides these competences, it decides on all disputes arising from the application of the Regulations, with the exception of those mentioned in art. 24.
- 2 Consequently, the Players' Status Committee has a general competence on players' status matters that do not concern disputes related to the maintenance of contractual stability, training compensation or application of the solidarity mechanism, all of which fall under the exclusive jurisdiction of the DRC.
- 3 In particular, the Players' Status Committee is competent for all matters related to the status (chapter II) and registration of players (chapter III) including the procedure related to the transfer of players between associations (annex 3), the international transfer of minors (chapter V), the release of players for association teams (annex 1) and the eligibility to play for these teams (annex 2 and art. 15 of the Regulations Governing the Application of the FIFA Statutes)¹⁰³.
- 4 Should there be a doubt with respect to the jurisdiction of the Players' Status Committee or the DRC, the chairman of the Players' Status Committee shall decide which body has jurisdiction. Once the case is referred to this body, the latter shall first of all pronounce itself on its own competence while considering the formal aspects of the matter before entering into the substance.

¹⁰³ This list is to be considered as indicative and not exhaustive.

2. Players' Status Committee as standing committee

The Players' Status Committee is a standing committee in accordance with art. 34 par. 1m) and art. 47 of the FIFA Statutes. Every confederation is represented with at least one member on this committee. The committee meets as a plenary body at least twice a year. It usually sets up a bureau with at least 3 members (including the chairman or his deputy) in order to deal with urgent issues that cannot remain unresolved until the next plenary meeting, unless the matter can be dealt with by a single judge¹⁰⁴.

3. Single judge

The single judge may decide in cases that are particularly urgent or raise no complicated factual or legal issues and in cases regarding the granting of a provisional registration of a player for another association. The chairman of the Players' Status Committee or a person appointed by him may act as a single judge. The single judge provides major flexibility by arranging meetings at short notice to deal with cases. Given the increasing number of cases, the single judge has become more and more important if not indispensable. Based on the positive experiences achieved with the single judge of the Players' Status Committee, a similar figure, the "DRC judge", was introduced for the DRC while reviewing the Regulations¹⁰⁵.

4. Decisions

Decisions passed by the Players' Status Committee, the bureau or the single judge can be appealed before CAS.

¹⁰⁴ With regard to procedural details, reference is made to the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (DRC).

¹⁰⁵ cf. art. 24 for details.

Article 24 Dispute Resolution Chamber (DRC)

1. **The DRC shall adjudicate on any dispute in accordance with Art. 22 a), b) and d), with the exception of the issuance of the ITC.**
2. **The DRC shall adjudicate in the presence of at least three members, including the chairman or the deputy chairman, unless the case is of a nature that may be settled by a DRC judge. The members of the DRC shall designate a DRC judge for the clubs and one for the players from among its members. The DRC judge may adjudicate in the following cases:**
 - i) all disputes up to a litigious value of CHF 100,000;
 - ii) disputes relating to the calculation of Training Compensation;
 - iii) disputes relating to the calculation of solidarity contributions.

The DRC judge is compelled to submit fundamental issues to the chamber. The chamber shall consist of equal numbers of club and player representatives, except in those cases that may be settled by a DRC judge. Each party shall be heard once during the proceedings. Decisions reached by the Dispute Resolution Chamber or the DRC judge may be appealed before the Court of Arbitration for Sport (CAS).

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1. Competence
2. Composition
3. DRC judge
4. Decisions

1. Competence

- 1 Disputes related to the maintenance of contractual stability between professionals and clubs, training compensation or application of the solidarity mechanism are decided by the DRC.

- 2 With respect to the maintenance of contractual stability in particular, players and clubs can choose between submitting the contract-related elements of their disputes to national labour courts (cf. art. 22) or to football arbitration. If a party chooses to have the dispute resolved through football arbitration, the triggering elements of the dispute will be handled by the DRC. However, the parties involved in a dispute may also agree to submit the dispute to a national sports arbitration tribunal, composed of members chosen in equal numbers by players and clubs and with an independent chairman. With respect to the competence of national arbitration tribunals, reference is made to the explanations under the second part of art. 22 4b).
- 3 Although the competence of the DRC concerns international matters or disputes with an international dimension that have a direct impact on the registration of a player (e.g. establishing the existence or validity of an employment contract), the DRC has no competence at all with respect to the issuance of an ITC.

2. Composition

- 1 The DRC consists of members representing players and clubs with an independent chairman and it is based on the fundamental principle of equal representation of both stakeholders.
- 2 The ten members representing the players are proposed by FIFPro, the international players' union, whereas the ten club representatives are proposed by associations and leagues all around the world from amongst their clubs. The FIFA Executive Committee formally appoints the proposed members¹⁰⁶.
- 3 The DRC meets in the form of a panel and can pass judgment in the presence of at least three members, unless the case is of a nature that may be decided by a DRC judge. In fact, based on the positive experiences of the single judge of the Players' Status Committee, a similar figure has been introduced at DRC level.

¹⁰⁶ cf. art. 4 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (DRC).

3. DRC judge

- 1 However, the DRC judge¹⁰⁷ has limited competence and may adjudicate in only the following cases:
 - a) all employment-related disputes between a player and a club up to a litigious value of CHF 100,000;
 - b) disputes relating to the calculation of training compensation;
 - c) disputes relating to the calculation of solidarity contribution¹⁰⁸.

The disputes mentioned under b) and c) refer to clear-cut cases in which the facts and figures are clear and unquestionable, but with the player's new club refusing to make the payment without a valid reason.

- 2 Whenever the DRC judge is faced with fundamental issues in the decision-making process, he must submit such matters to the chamber as a panel. What is a fundamental issue? First of all, situations that are not covered by existing jurisprudence and for which discussions within the chamber are essential. Furthermore, situations in which existing jurisprudence needs to be extended or amended. Finally, all situations that have a major impact on the daily application and interpretation of the Regulations.

4. Decisions

Decisions reached by the DRC or the DRC judge may be appealed before CAS.

¹⁰⁷ The two DRC judges (one club and one player representative) are appointed by all of the DRC members from among its members.

¹⁰⁸ These are disputes related only to the calculation of the solidarity mechanism. If the new club has paid the entire transfer compensation to the former club, without deducting the 5% solidarity contribution, the claim of the new club for recovering the amount paid in excess shall be lodged with the Players' Status Committee, in accordance with the jurisprudence of the DRC, which is based on art. 22e) of the Regulations.

Article **25** Procedural Guidelines

1. As a rule, the single judge and the DRC judge shall adjudicate within 30 days of receipt of a valid request and the Players' Status Committee or the Dispute Resolution Chamber shall adjudicate within 60 days. The proceedings shall be governed by the FIFA General Procedural Rules.
2. The maximum cost for proceedings before the Players' Status Committee, including the single judge, shall be set at CHF 25,000 and will normally be paid by the unsuccessful party. The allocation of costs shall be explained in the decision. Proceedings before the DRC and the DRC judge are free of charge.
3. Disciplinary proceedings for violation of these Regulations shall, unless otherwise stipulated herein, conform with the FIFA Disciplinary Code.
4. If there is reason to believe that a case raises a disciplinary issue, the Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall submit the file to the Disciplinary Committee together with a request for the commencement of disciplinary proceedings, in accordance with the FIFA Disciplinary Code.
5. The Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall not hear any case subject to these Regulations if more than two years have elapsed from the event giving rise to the dispute. Application of this time limit shall be examined ex officio in each individual case.
6. The Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall, when taking their decisions, apply these Regulations whilst taking into account all relevant arrangements, laws and/or collective bargaining agreements that exist at national level, as well as the specificity of sport.
7. The detailed procedure for the resolution of disputes arising from the application of these Regulations shall be further outlined in the FIFA General Procedural Rules.

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1. Time limits
2. Costs
3. Disciplinary matters
4. Period of limitation
5. Procedural rules

1. Time limits

Fundamentally, the single judge and the DRC judge should deliver judgment on a dispute submitted to them within 30 days of receipt of a valid request, whereas the Players' Status Committee or the DRC shall give a ruling within 60 days. These time limits can only be complied with if the parties show cooperation in the procedure and provide comprehensive positions within the granted deadlines.

2. Costs

- 1 The costs of proceedings before the Players' Status Committee and the single judge are set at a maximum of CHF 25,000. Upon conclusion of the proceedings, the deciding body will determine the final amount of procedural costs. These costs shall be stated in the decision, which shall also mention which party is to bear such costs or in which portion the parties are to share them. As a general rule, and taking into account the outcome of the proceedings as well as the conduct and the financial resources of the parties, the costs shall be borne by the unsuccessful party.
- 2 All proceedings before the DRC and the DRC judge are free of charge, i.e. the costs are borne by FIFA.

3. Disciplinary matters

- 1 In accordance with the Regulations, the Players' Status Committee and the DRC (including the single judge and DRC judge) have certain sanctioning powers¹⁰⁹. If, while considering the substance of a case, the FIFA deciding body deems that the case under consideration raises disciplinary issues that do not fall under its competence, it shall submit the file to the Disciplinary Committee for consideration and decision¹¹⁰. Proceedings before the Disciplinary Committee are governed by the FIFA Disciplinary Code.

4. Period of limitation

- 1 A party waives its right to lodge a claim with the FIFA deciding bodies (Players' Status Committee, DRC, single judge or DRC judge) if more than two years have elapsed from the event giving rise to the dispute. The period of limitation in which a claim may be lodged is examined ex officio by the deciding body while considering the formal aspects of the case.
- 2 The events giving rise to the dispute depend on the particular case and can be explained with the following example: the clubs A and B (obviously belonging to different associations) enter into a transfer agreement for the player X. Club B shall pay club A transfer compensation in five equal instalments. The last instalment is due on 30 June 2003. Club A does not claim this amount for a long time. On 10 August 2005, club A lodges a claim with the Players' Status Committee to demand payment of the last instalment. The deciding body will be unable to consider the substance of this matter as more than two years have elapsed since the event giving rise to the dispute, i.e. the date that the last instalment matured.

5. Procedural rules

- 1 When considering the substance of a case, the Players' Status Committee and the DRC decide the dispute according to these Regulations whilst taking into account all relevant arrangements, laws and/or collective bargaining agreements that exist at national level, as well as the specificity of sport.
- 2 The deciding bodies have therefore been given guidelines to be followed while deciding. These guidelines reflect national particularities (e.g. national civil and obligation law) as well as the specific role played by sport. However, the deciding body has a certain amount of discretion as to how the guidelines may be applied to the particular case.
- 3 The proceedings for the resolution of disputes are governed by the rules governing the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (DRC), which also came into force on 1 July 2005¹¹¹.

¹⁰⁹ cf. art. 25 par. 3
¹¹⁰ cf. art. 25 par. 4

¹¹¹ The proceedings for resolving disputes in front of the DRC are generally in writing. Hearings are conducted if circumstances appear to warrant it; cf. art. 11 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (DRC).

Article **26** Transitional Measures

1. **Any case that has been brought to FIFA before these Regulations come into force shall be assessed according to the previous regulations.**
- (2. **All other cases shall be assessed according to these Regulations. Replaced)**
- (Modified wording)
2. **As a general rule, all other cases shall be assessed according to these Regulations, with the exception of the following.**
 - a. **Disputes regarding training compensation**
 - b. **Disputes regarding the solidarity mechanisms**
 - c. **Labour disputes relating to contracts signed before 1 September 2001.**

Any case not subject to this general rule shall be assessed in accordance with the Regulations that were in force when the contract at the centre of the dispute was signed, or when the disputed facts arose.
3. **Member Associations shall amend their regulations in accordance with Art. 1 to ensure that they comply with these Regulations and shall submit them to FIFA for approval by 30 June 2007. Notwithstanding this, each Member Association shall implement Art. 1 par. 3 (a) as from 1 July 2005.**

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Transitional measures

- 1 In order to establish which regulations (i.e. 1997 edition, 2001 edition or 2005 edition) apply to a particular case, the date on which the case was brought to FIFA must be determined. Any claim lodged with FIFA bodies before 1 July 2005, i.e. the date on which these Regulations came into force, shall be assessed according to the previous Regulations (i.e. 1997 and 2001 editions). All claims submitted after these reviewed Regulations came into force shall basically be assessed according to the 2005 edition, with the exception of the three cases mentioned below¹¹². These exceptions are clarifications and were approved by the Executive Committee on 10 September 2005. They are meant to explain the application of the Regulations to these particular cases. The modified paragraph 2 came into force retroactively, i.e. as of 1 July 2005¹¹³.
- 2 Based on the provisions of the transitional measures, the decision on a particular case dealt with by the FIFA bodies depends exclusively on the date of submission of the claim and not on the date on which the facts that led to the claim concerned arose. In other words, certain claims are to be accepted if they were submitted after 1 July 2005, but the same claims could have not been considered or would have had to be rejected if they had been submitted before this date. This situation contravenes the procedural principles of equality of opportunity and legal certainty and thus had to be rectified through the introduction of the following three exceptions.
- 3 Exception 1: disputes regarding training compensation. In fact, the 2005 edition of the Regulations states in annex 4 art. 5 par. 2 that training compensation is calculated by taking the training costs (and thus only the category) of the new club multiplied by the number of years of training with the former club(s). The 2001 edition of the Regulations, on the other hand, established that training compensation is calculated by multiplying the training costs of the new club, corresponding to the category of the training club¹¹⁴, by the years of training with the former club(s).

¹¹² cf. point 3 ff.

¹¹³ cf. FIFA circular letter no. 995

¹¹⁴ cf. art. 7 of the Application Regulations, 2001 edition

VIII. FINAL PROVISIONS

- 4 Exception 2: disputes regarding the solidarity mechanism. Since the 2005 edition of the Regulations came into force, loans are now subject to the same rules that apply to player transfers, including the provisions on training compensation and the solidarity mechanism¹¹⁵.
- 5 Exception 3: labour disputes relating to contracts signed before 1 September 2001. These contracts, in application of art. 46 par. 3 of the 2001 edition of the Regulations, continue to be governed by the 1997 edition of the Regulations.
- 6 Throughout the appraisal of these Regulations, it has become apparent how important it is to consistently apply the basic principles and rules of these Regulations. Organised football can only be in a position to grant uniformity, equality and certainty if the same fundamental principles and rules apply to all participants on a worldwide scale. These principles ensure that there is a consistent system of government of football organisations at both national and international level and make sure that sporting results are comparable all around the world.
- 7 Associations have, therefore, been requested to amend their regulations so as to bring them into line with the reviewed FIFA Regulations. They also need to submit their revised regulations to FIFA for approval by 30 June 2007.
- 8 Apart from these tasks, all associations were obliged to implement art. 1 par. 3a) as from 1 July 2005. It should, however, be taken into account that this article is based on paragraph 2 of the preamble in the 2001 edition of the Regulations, and as such, the mandatory principles outlined therein should already have been introduced into national regulations.

¹¹⁵ General reference is made to the explanations of art. 10.

Article 27 Matters Not Provided for

Matters not provided for in these regulations and cases of force majeure shall be decided by the FIFA Executive Committee, whose decisions are final.

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Matters not provided for

The Executive Committee decides on matters not provided for by the Regulations as well as in cases of force majeure. Decisions passed by this body are final.

Article 28 Official Languages

In the case of any discrepancy in the interpretation of the English, French, Spanish or German texts of these regulations, the English text is authoritative.

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Official languages

All FIFA regulations are published in the four official languages, i.e. English, French, Spanish and German. Whenever there is divergence in the wording of the different texts of the Regulations, the English text is authoritative¹¹⁶.

¹¹⁶ cf. art. 8 par. 4 of the FIFA Statutes

Article **29** Annulment, Enforcement

1. These Regulations shall replace the special regulations governing players' eligibility to play for Association teams dated 4 December 2003 and the Regulations for the Status and Transfer of Players of 5 July 2001 as well as all subsequent amendments, including all relevant circular letters issued before the date of entry into force of these regulations.
2. These Regulations were adopted by the FIFA Executive Committee on 18 December 2004 and come into force on 1 July 2005.

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Annulment, enforcement

- 1 The special regulations governing players' eligibility for Association teams is included as annex 2 of these Regulations.
- 2 The Regulations came into force more than six months after they were adopted in order to allow the associations to amend their national regulations, particularly in view of the provisions that are also compulsory at national level provided for in art. 1 par. 3a).

RELEASE OF PLAYERS FOR ASSOCIATION TEAMS

Article **1** Principles

1. Clubs are obliged to release their registered players for representative teams of the country for which the player is eligible to play on the basis of his nationality, if he is called up by the Association concerned. Any divergent agreement between a player and a club is prohibited.
2. The release of players under the terms of par. 1 of this article is mandatory for matches on dates listed in the Coordinated International Match Calendar and for all matches for which a duty to release players exists on the basis of a special decision of the FIFA Executive Committee.
3. It is not compulsory to release players for matches scheduled on dates not listed in the Coordinated International Match Calendar.
4. Players must also be released for the period of preparation before the match, which is laid down as follows:
 - a) for friendly matches: 48 hours
 - b) for qualifying matches for an international tournament: four days (including the day of the match). The release period shall be extended to five days if the match concerned is held in a different confederation to the one in which the player's club is registered.
 - c) for qualifying matches for an international tournament that are staged on a date earmarked for friendly matches: 48 hours
 - d) for the final competition of an international tournament: 14 days before the first match in the competition.

Players shall join the Association team no later than 48 hours before kick-off.

5. The players of Associations that have automatically qualified for the final competition of the FIFA World Cup™ or for continental championships for 'A' national teams shall be released for friendly matches on dates earmarked for official qualifying matches in accordance with the directives that would apply for Official Matches staged on these dates.
6. The clubs and Associations concerned may agree a longer period of release.
7. Players complying with a call-up from their Association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the match for which they were called up. This period shall be extended to 48 hours if the match concerned took place in a different confederation to the one in which the player's club is registered. Clubs shall be informed in writing of a player's outward and return schedule ten days before the match. Associations shall ensure that players are able to return to their clubs on time after the match.
8. If a player does not resume duty with his club by the deadline stipulated in this article, the next time the player is called up by his Association, the period of release shall be shortened as follows:
 - a) for a friendly match: to 24 hours
 - b) for a qualifying match: to three days
 - c) for the final competition of an international tournament: to ten days.
9. Should an Association repeatedly breach these provisions, the FIFA Players' Status Committee may impose appropriate sanctions, which may include but not be limited to:
 - fines
 - reduction of the period of release
 - ban on calling up a player(s) for the subsequent match(es)

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1. Representative teams
 2. Coordinated international match calendar
 3. Preparation period
 4. Automatically qualified associations
 5. Return to club
-

1. Representative teams

- 1 The nationality of a player establishes for which country he is eligible to play in representative teams in the event that this player is called up by the association of this country.
 - 2 The representative team, better known as the national team, is a grouping of the best players with the same nationality who represent the country concerned in an international match¹¹⁷.
 - 3 Clubs are obliged to release the players registered with them if these players are called up by the association of the country of which they are nationals in order to play for its national team. The player can be called up for a representative team with an age limit¹¹⁸ or for the national "A" team. A player and a club may not divert from this obligation in an agreement.
-

2. Coordinated international match calendar

- 1 The release of players is only compulsory on the dates listed in the coordinated international match calendar (hereinafter "the calendar"). The calendar was first approved by the Executive Committee at its meeting in June 2000 and by the FIFA Congress in August 2000, before coming into force on 1 January 2002¹¹⁹.

¹¹⁷ cf. art. 3 par. 1 of the Regulations Governing the Application of the FIFA Statutes

¹¹⁸ e.g. U-17, U-21, etc.

¹¹⁹ cf. art. 75 of the FIFA Statutes.

- 2 The calendar has introduced fixed dates on which international friendly and competitive matches are to be staged. It ensures that associations are able to select any eligible players to play in their national team in matches arranged on one of the set dates. On the other hand, clubs are not obliged to release their players on dates not provided for in the calendar.
- 3 The enforcement of the calendar has helped to improve organised football at international level. In fact, over the period of validity of the calendar¹²⁰, all participants have access to the dates on which international matches¹²¹ can be staged. "International matches" mean, in particular, friendly matches, qualification matches for an international tournament and the final stage of international tournaments. Furthermore, on the dates reserved in the calendar for international matches, no national and/or international club competitions may be staged.
- 4 The calendar, which is constantly updated, can be found on the FIFA website (www.FIFA.com).
- 5 The Executive Committee may declare an obligation to release players for particular matches. The Executive Committee has, however, made limited use of this authorisation and it has only applied it when it has had to reschedule a preliminary round match due to force majeure or for matches played for humanitarian purposes. Furthermore, on a yearly basis, the Executive Committee is called upon to decide on additional dates for official matches to be included in the calendar at the request of the confederations (cf. FIFA circular letter no. 999 dated 7 October 2005). Equally, the Executive Committee decides on the incorporation in the calendar of the confederations' championships, the dates of which need to be communicated to FIFA two years in advance (cf. FIFA circular letter no. 1028 dated 31 March 2006). The calendar is amended immediately whenever the Executive Committee approves additional dates to be included in the aforescribed sense.

¹²⁰ Usually five years.

¹²¹ With regard to the definition of "international match", reference is made to art. 3 par. 1 of the Regulations Governing the Application of the FIFA Statutes.

3. Preparation period

- 1 The period of release also covers the preparation period, i.e. the timeframe before the match for which the players are at the disposal of the association concerned. This period is laid down as follows:
 - a) for friendly matches: 48 hours
 - b) for qualification matches for an international tournament¹²² of a confederation or FIFA: four days. This period is extended to five days if the international match is played in a different confederation than the one in which the club of the player who has been called up is registered. In both cases, the day of the match is included in the period of release.
 - c) for qualification matches for an international tournament of a confederation or of FIFA staged on a date earmarked for a friendly match: 48 hours.
 - d) for the final competition of an international tournament: 14 days before the first match of the competition. This guarantees that the national team has sufficient time to practice together before the start of a confederation, FIFA or Olympic football tournament.
- 2 In any event, the players must join the national team at least 48 hours before kick-off. This provision is meant to safeguard the physical condition and wellbeing of the players and avoid the players arriving at the venue of the national team game at the very last moment without having trained with the national squad before the game.
- 3 The clubs and associations concerned are free to agree on a longer period of release. For particular matches (e.g. a decisive match or play-off games), associations regularly ask for an extended period of release in order to have more days to prepare.

¹²² So-called preliminary round.

4. Automatically qualified associations

- 1 The players of an association that has automatically qualified for the final competition of the FIFA World Cup™ or for continental championships for 'A' national teams only play friendly matches. In order to guarantee their competitiveness, the players must be released for friendly matches on dates in the calendar that are reserved for official qualifying matches in accordance with the directives that would apply for official matches staged on these dates, i.e. the period of release shall be four or five days, as the case may be (cf. point 3.1b above). Satisfactory preparation for the final stage of a tournament is the reason why associations that have qualified ex officio have the opportunity to have their players at their disposal for a longer period for friendly matches played on dates earmarked in the calendar for qualification matches. Obviously, this rule only applies to associations that have automatically qualified and not to their opponents in these matches¹²³.
- 2 At FIFA level, the only association that automatically qualifies for the final stage of the FIFA World Cup™ is the host country¹²⁴. In fact, the titleholder no longer automatically qualifies and therefore also has to participate in the preliminary round staged within its confederation. The fact that the titleholder has to participate in the preliminary round in order to be able to defend its title is to be welcomed from a sporting point of view, as it ensures that the champion has adequate competitive preparation for the final stage of a tournament, which would otherwise be missing if the national team had only played friendly games over the previous years.

¹²³ For the opponent, the period of release is 48 hours as it counts as a normal friendly match.
¹²⁴ cf. art. 8 par. 2 of the Regulations for the 2006 FIFA World Cup Germany™.

5. Return to club

- 1 The provisions give more responsibility to associations that call up a player for national duty by ensuring that the player respects the timeframes set out in the Regulations. In particular, associations must ensure that players return to their clubs on time after the match.
- 2 Players complying with a call-up from their association must return to their clubs no later than 24 hours after the end of the match. If the match concerned took place in a different confederation to the one in which the player's club is registered, this period is extended to 48 hours.
- 3 In order for the club to be aware of the exact period of time that the player will be absent for the national team fixture, associations that call up a player must inform the club in writing of the player's travel schedule ten days before the match in question. This, as well as other obligations that are the responsibility of the association concerned, forges reciprocal respect and cooperation between the association that is calling up and the club that is releasing the player. The association shall do its utmost to ensure that the player resumes duty with his club once the national team fixture has been completed in order to duly consider the relationship between the player and the club.
- 4 If a player does not return to his club on time, this may have consequences for the next time he is called up by his association. The club for which the player is registered may lodge a claim before the Players' Status Committee to ask for the period of release to be shortened. If the player repeatedly fails to resume duty with his club on time, the Players' Status Committee is entitled to decide on stronger sanctions, which can also lead to a ban on calling up a player for a certain match or matches¹²⁵.

¹²⁵ These sanctions are not automatic but need to be imposed by the Players' Status Committee after having considered all details of the case at hand.

Article 2 Financial Provisions and Insurance

1. Clubs releasing a player in accordance with the provisions of this annex are not entitled to financial compensation.
2. The Association calling up a player shall bear the costs of travel actually incurred by the player as a result of the call-up.
3. The club for which the player concerned is registered shall be responsible for his insurance cover against illness and accident during the entire period of his release. This cover must also extend to any injuries sustained by the player during the international match(es) for which he was released.

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Financial provisions and insurance

- 1 A club that releases a player for the national team does not receive compensation for the period that the player is not at the club's disposal. The club does, however, also benefit from the player's appearances for the national team as the player has the opportunity to promote and show himself on an international stage. This exposure will increase the player's value and may also have a direct financial impact when the player transfers to a new club, both for the player himself as well as for his current club, provided that the player transfers during the validity of the employment contract.
- 2 An association that calls up a player is responsible for the travel expenses of the player concerned from the club to the location of the national team match and back.
- 3 A player is basically already insured with the club for which he is registered against illness and accident¹²⁶. Whenever this player is called up to play in the national team, his club is responsible for extending the player's insurance cover during the period of his release. The cover includes international matches as well.

¹²⁶ In most countries, social insurance is compulsory.

Article 3 Calling up Players

1. As a general rule, every player registered for a club is obliged to respond affirmatively when called up by the Association he is eligible to represent on the basis of his nationality to play for one of its representative teams.
2. Associations wishing to call up a player who is playing abroad must notify the player in writing at least 15 days before the day of the match for which he is required. The player's club shall also be informed in writing at the same time. The club must confirm the release of the player within the following six days.
3. Associations that request FIFA's help to obtain the release of a player playing abroad may only do so under the following two conditions:
 - a) The Association with which the player is registered must have been asked to intervene without success.
 - b) The case is submitted to FIFA at least five days before the day of the match for which the player is needed.

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Calling up players

- 1 Once a player has been called up to play for his national team, he basically has to comply with this summons. Should he wish not to be called up for a certain match or matches or for a certain period of time, he must inform the association of which he is a national, in writing, of his intention before being called up. Furthermore, only the player himself is entitled to renounce representing his national team. This declaration shall be submitted by the player to the association concerned in writing.
- 2 An association calling up a player must notify the player and his club in writing at least 15 days before the day of the match. The club for which the player is registered is not obliged to release the player if this deadline is not complied with. The club must confirm the release of the player to the association within the following six days.

- 3 An association that has correctly called up a player can request FIFA's assistance to obtain the release of this player if the club for which the player is registered refuses to release him. In order for the FIFA administration to be able to intervene, the association calling up the player needs (1) to ask the association where the club is affiliated for assistance (although ultimately in vain), and (2) to contact the FIFA administration at least five days before the match.
- 4 Irrespective of compliance with the aforementioned five-day deadline, the association calling up the player is entitled to lodge a formal complaint regarding the club's refusal to release the player. The consequences are described in art. 6 below.

Article 4 Injured Players

A player who is unable to comply with a call-up from the Association that he is eligible to represent on the basis of his nationality owing to injury or illness shall, if the Association so requires, agree to undergo a medical examination by a doctor of that Association's choice. If the player so wishes, such medical examination shall take place on the territory of the Association where he is registered.

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Injured players

- 1 An association that has called up a player who is unable to comply with the call-up due to injury or illness can request that the player be examined by a doctor chosen by this association in order to establish the effective health conditions of the player.
- 2 The player is entitled to ask that these medical examinations take place on the territory of the association where his club is registered. This prerogative is particularly practical whenever the association calling up the player is in another confederation to the one where the player is registered. In this way, for instance, the player can avoid a long intercontinental flight to a different time zone and can instead focus on his rehabilitation without interruption.

Article 5 Restrictions on Playing

A player who has been called up by his Association for one of its representative teams is, unless otherwise agreed by the relevant Association, not entitled to play for the club with which he is registered during the period for which he has been released or should have been released pursuant to the provisions of this annex. This restriction on playing for the club shall, moreover, be prolonged by five days in the event that the player, for whatsoever reason, did not wish to or was unable to comply with the call-up.

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Restrictions on playing

- 1 During the period of release, the player shall be at the disposal of his national team and he is therefore not entitled to play for the club with which he is registered. This restriction applies as well if the club does not release the player¹²⁷.
- 2 This restriction is extended by five days if the player, for any reason whatsoever¹²⁸, did not wish to or was unable to comply with the call-up. In other words, the period of time for which the player will not be at the disposal of the club will be the following:
 - (a) the period of preparation (art. 1 par. 4),
 - (b) the day of the game of the national team,
 - (c) five additional days.
- 3 The association and the club, as noted previously, may agree on a longer period of release. On the other hand, the association can allow the player to participate in a particular match for his club during the period of release.

¹²⁷ The club is, however, entitled not to release the player and to make use of his services if the player was not called up at least 15 days before the game.
¹²⁸ e.g. the player was injured or the club did not release him.

Article 6 Disciplinary Measures

1. Violations of any of the provisions set forth in this annex shall result in the imposition of disciplinary measures.
2. If a club refuses to release a player or neglects to do so despite the provisions of this annex, the FIFA Players' Status Committee shall furthermore request the Association to which the club belongs to declare any match(es) in which the player took part to have been lost by the club concerned. Any points thus gained by the club in question shall be forfeited. Any match contested according to the cup system shall be regarded as having been won by the opposing team, irrespective of the score.
3. If a player reports late for duty with his club more than once after being called up by an Association, the FIFA Players' Status Committee may, at the request of the player's club, impose additional sanctions on the player and/or his Association.

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Disciplinary measures

- 1 The Players' Status Committee is the competent body to supervise the fulfilment of the provisions on the release of players and to decide on infringements and their consequences. Where required and appropriate, it can submit the case to the Disciplinary Committee¹²⁹ for further action.
- 2 Furthermore, if a player who has been correctly called up but not released by his club plays for the latter during the period he should have been released¹³⁰, the Players' Status Committee can ask the association where this club is affiliated to declare any match or matches in which the player participated as having been lost by the club concerned.

¹²⁹ cf. art. 55 of the FIFA Statutes

¹³⁰ cf. explanation of art. 5 no. 2 of annex 1.

ELIGIBILITY TO PLAY FOR ASSOCIATION TEAMS FOR PLAYERS WHOSE NATIONALITY ENTITLES THEM TO REPRESENT MORE THAN ONE ASSOCIATION

Article 1 Conditions

1. A player who, under the terms of Art. 15 of the Regulations Governing the Application of the FIFA Statutes, is eligible to represent more than one Association on account of his nationality, may play in an international match for one of these Associations only if, in addition to having the relevant nationality, he fulfils at least one of the following conditions:
 - a) he was born on the territory of the relevant Association;
 - b) his biological mother or biological father was born on the territory of the relevant Association;
 - c) his grandmother or grandfather was born on the territory of the relevant Association;
 - d) he has lived on the territory of the relevant Association for at least two years without interruption.
2. Notwithstanding par. 1 of this article, Associations sharing a common nationality may make an agreement under which item d) of par. 1 of this article is deleted completely or amended to specify a longer time limit. Such agreements must be lodged with and approved by FIFA.

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1. "Shared nationalities"
2. Conditions
3. British associations

1. "Shared nationalities"

- 1 Certain players, owing to their nationality, are theoretically eligible to play for the national team of more than one association. In fact, certain countries do not have their own nationality, but for historical reasons have taken over the nationality of another country¹³¹. There are six such nationalities: French, British, Dutch, Chinese, Danish and American (United States of America). There are 25 associations who are concerned by this situation.
- 2 The complete list of countries concerned is as follows:
 - American nationality: American Samoa, Guam, Puerto Rico, USA, US Virgin Islands.
 - British nationality: Anguilla, Bermuda, British Virgin Islands, Cayman Islands, England, Montserrat, Northern Ireland, Scotland, Turks and Caicos Islands, Wales
 - Chinese nationality: China PR, Hong Kong, Macao
 - Danish nationality: Denmark, Faroe Islands
 - French nationality: France, Tahiti
 - Dutch nationality: Aruba, Netherlands, Netherlands Antilles

¹³¹ e.g. citizens of the Cayman Islands have a British passport.

2. Conditions

A player who has a nationality that entitles him to represent more than one association may play for one of these associations only if he fulfils at least one of the following conditions:

- a) he was born on the territory of the relevant association;
- b) his biological mother or father was born on the territory of the relevant association¹³²;
- c) his grandmother or grandfather was born on the territory of the relevant association;
- d) he has lived on the territory of the relevant association for at least two years without interruption¹³³.

3. British associations

- 1 There is a specific agreement, stipulating the conditions to play for a national team, for the four British associations¹³⁴. Besides having British nationality, the player needs to fulfil at least one of the following conditions
 - a) he was born on the territory of the relevant association;
 - b) his biological mother or father was born on the territory of the relevant association;
 - c) his grandmother or grandfather was born on the territory of the relevant association.
- 2 If a player has a British passport, but no territorial relationship as provided for in conditions a-c above, he can choose for which of the British associations he wants to play¹³⁵.

¹³² In the case of a player who has been adopted at a young age, the adopting parents should be comparable with the biological ones.

¹³³ It is not relevant whether the player concerned lived in that country for two years at a young age or when he was an adult. "Living" is to be understood as having the main point of one's existence in the country concerned. Being domiciled in that country but physically living in another country obviously does not count.

¹³⁴ England, Wales, Scotland and Northern Ireland.

¹³⁵ e.g. a player who was born on the Cayman Islands and holds British nationality can choose to play for any of the four British associations if called up by a British association.

ADMINISTRATIVE PROCEDURE GOVERNING THE TRANSFER OF PLAYERS BETWEEN ASSOCIATIONS

Article 1 Principles

1. **Any player who is registered for a club that is affiliated to one Association shall not be eligible to play for a club affiliated to a different Association unless an ITC has been issued by the Former Association and received by the New Association in accordance with the provisions of this annex. Special forms provided by FIFA for this purpose or forms with similar wording shall be used.**
2. **In the case of Professionals, the Association issuing the ITC shall also attach a copy of the player passport to it.**

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Principles

- 1 In order for a player registered for a club in one association to register with a club in another association, an ITC must be issued. The ITC must be issued by the association the player is leaving and received by the new association. The player is only eligible to play once the new association has received this document.

- 2 FIFA provides a particular form that is generally used in day-to-day business. The associations are, however, entitled to use a form with similar wording¹³⁶.
- 3 Whenever a professional player transfers, a copy of the player passport¹³⁷ shall be attached to the ITC. The player passport enables the new club to learn about all the clubs where the player was previously registered in case training compensation or a solidarity contribution is to be paid. Although this may cause a supplementary administrative burden to the associations, it is generally also advisable to enclose the player passport with the ITC for amateur players, as an amateur who transfers abroad could potentially become a professional and the former club(s) could possibly benefit from a financial contribution related to the training given to him.

¹³⁶ For details regarding the contents of the form and the certificate, reference is made to the explanation of art. 9.

¹³⁷ For details regarding the contents of the player passport, reference is made to the explanation of art. 7.

Article 2 Issuance of an ITC for a Professional

1. **All applications to register a Professional must be submitted by the New Club to the New Association during one of the Registration Periods established by that Association. All applications shall be accompanied by a copy of the contract between the New Club and the Professional. A Professional is not eligible to play in Official Matches for his New Club until an ITC has been issued by the Former Association and received by the New Association.**
2. **Upon receipt of the application, the New Association shall immediately request the Former Association to issue an ITC for the Professional (the "ITC Request"). The last date on which the ITC Request can be made is the last day of the Registration Period of the New Association. An Association that receives an unsolicited ITC from another Association is not entitled to register the Professional concerned for one of its clubs.**
3. **Upon receipt of the ITC Request, the Former Association shall immediately request the Former Club and the Professional to confirm whether the Professional's contract has expired, whether early termination was mutually agreed or whether a contractual dispute exists.**
4. **Within seven days of receiving the ITC Request, the Former Association shall either:**
 - a) **issue the ITC to the New Association; or,**
 - b) **inform the New Association that the ITC cannot be issued because the contract between the Former Club and the Professional has not expired or that there has been no mutual agreement regarding its early termination.**
5. **If the New Association does not receive a response to the ITC Request within 30 days of the ITC Request being made, it shall immediately register the Professional with the New Club on a provisional basis ("Provisional Registration"). A Provisional Registration shall become permanent one year after the ITC Request. The Players' Status Committee may withdraw a Provisional Registration, if, during this one-year period, the Former Association presents valid reasons explaining why it did not respond to the ITC Request.**

6. **The Former Association shall not issue an ITC if a contractual dispute has arisen between the Former Club and the Professional. In such a case, the Professional, the Former Club and/or the New Club are entitled to lodge a claim with FIFA in accordance with Art. 22. FIFA shall then decide on the issuance of the ITC and on sporting sanctions within 60 days. In any case, the decision on sporting sanctions shall be taken before the issuance of the ITC. The issuance of the ITC shall be without prejudice to compensation for breach of contract. FIFA may take provisional measures in case of exceptional circumstances.**
7. **The New Association may grant a player temporary eligibility to play on the basis of an ITC sent by fax until the end of the Season that is underway. If the original ITC is not received by that time, the player's eligibility to play shall be considered definitive.**
8. **Associations are forbidden from requesting the issuance of an ITC in order to allow a player to participate in trial matches.**
9. **The foregoing rules and procedures also apply for Professionals who, upon moving to their New Club, acquire Amateur status.**

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Issuance of an ITC for a professional

- 1 A club wishing to engage the services of a player must first of all contact the association to which it is affiliated, applying for the registration of the player concerned. To this end, a copy of the employment contract signed with the player must be enclosed. As previously described under art. 6, a player can only be registered for a new club during the registration periods fixed by the same association.

- 2 If the player is registered with a club affiliated to a different association to the one wishing to register the player, an international registration procedure must be launched. The new association needs to contact the association where the player is currently registered to ask for the ITC of the player concerned to be issued. The last date on which the new association can make a request for the ITC to be issued is the last day of the registration period of the new association. Providing the application for the ITC is made within this deadline, the player can be registered for the new club even if the ITC is received by the new association after the expiry of the registration period. Once the ITC has been received by the new association and the latter has registered the player in accordance with the internal regulations, the player becomes eligible to play for the new club.
- 3 It is compulsory for the new association to request the ITC from the former association. Consequently, an association that receives an ITC that it has not (yet) requested is not entitled to register the player concerned for its club, irrespective of the fact that the new club may have already started the procedure with its own association so as to register the player.
- 4 Once the association where the player is currently registered receives an ITC request, it shall immediately contact its affiliated club and the player concerned to ask whether the employment contract has expired, whether the parties have mutually agreed to an early termination of the contract or whether there is a contractual dispute.
- 5 The former association must react to the ITC request from the prospective association within seven days of the demand by either issuing the ITC¹³⁸ or by informing the prospective association that the ITC cannot be issued because, according to the association's knowledge, the contract has not expired and the parties have not agreed to an early termination.

¹³⁸ This is the "normal" situation.

- 6 If the association where the player is currently registered does not respond at all within 30 days to the ITC request from the prospective association, the latter is entitled to register the player for its affiliated club on a provisional basis. In this way, the prospective association can counter non-cooperative stances adopted by the player's former association, but only if it does not react at all to the ITC request¹³⁹. The provisional registration of the player based on this provision becomes permanent one year after the new association has made its ITC request. Within this timeframe, the former association is entitled to contest the player's registration for the new association by contacting the Players' Status Committee and submitting its reasons for disputing this registration and explaining why it did not respond to the ITC request when this was made. The principle of good faith will play a relevant role in the evaluation of this situation. In fact, the longer the former association waits before contesting the player's registration for the new association, the stronger its evidence supporting the cancellation of the registration for the new club needs to be. As from a certain point, it can be expected that the player's registration for the new club can no longer be cancelled, even if under normal circumstances the player was not entitled to be registered for the new club due to the fact that too much time has elapsed and that therefore the rights of the parties involved would be directly affected by such a decision¹⁴⁰. In such an event, a decision regarding the consequences that the registration may have on the player and the new club must be taken¹⁴¹.

- 7 The former association that has received a request for the issuance of the ITC shall first of all, as described above, contact both the current club and the player to ascertain the legal situation between these parties. If one of these parties explains that a contractual dispute exists, i.e. that there is still a contractual link between the parties as well as litigation about the terms of the contract, then the former association shall not issue the ITC.
- 8 Since there has been an ITC request, in accordance with art. 22a) of the Regulations, the competence of the FIFA bodies is established irrespective of the nationality of the parties involved¹⁴². In fact, the player as well as the former club and the new club are entitled to lodge a claim with FIFA. On the one hand, the former club will claim that the player is still under contract but not fulfilling its terms, and as a result, it may ask for the immediate return of the player or for compensation for damages and the imposition of sporting sanctions. On the other hand, the new club and the player will ask to ascertain that no contract exists or that this contract has been breached by the former club and that therefore the player is entitled to terminate the contract unilaterally with just cause.

¹³⁹ If the former association replies to the new association, for example by informing the latter that the player is still contracted to its club or that a contractual dispute exists, the new association is not entitled to make use of this provision.

¹⁴⁰ The employment relationship between the player and the former club would at this stage be terminated in any event. It will be the task of the DRC to establish if there is just cause and establish the financial and sporting consequences (cf. art. 17). In any event, a decision regarding the withdrawal of the provisional registration would not affect the sporting results of the new club for the games in which the player participated. The player only loses eligibility to play for the new club once the provisional registration is withdrawn.

¹⁴¹ Chapter IV on the Maintenance of Contractual Stability between professionals and clubs (art. 17ff) applies to this situation. Reference is made to the explanation above.

¹⁴² cf. also explanations of art. 22

- 9 At this stage, the procedures within FIFA are provisionally split. On the one hand, the procedure to establish whether the contract still exists and if so who is responsible for the breach, and on the other, provided such a request has been received by FIFA, a procedure regarding provisional measures, in particular concerning the provisional registration of the player for the new club pending the outcome of the litigation on the substance of the matter. The first procedure leads to a decision from the DRC, whereas the second procedure is within the remit of the Players' Status Committee that has entrusted the single judge to deal with such matters. The single judge will be asked to pronounce himself on the provisional registration for the new club after having considered whether the provisional registration is useful to protect the player from irreparable harm, the likelihood of success of the player on the merits of the claim and whether the interests of the player outweigh those of the opposite party (so-called balance of convenience of interests). If these conditions are met, the single judge will authorise the new association to provisionally register the player for the new club. Should, on the other hand, the conditions not be met or should the evaluation of the single judge not yet enable the responsibilities to be ascertained in a provisional manner, the single judge will not give provisional authorisation and the DRC will have to pronounce itself first on the substance of the matter¹⁴³.
- 10 Once the DRC has decided on the breach of contract and consequently on the financial and sporting consequences, the ITC can be issued in favour of the new association¹⁴⁴.

- 11 The ITC is meant to be sent as a hard copy. However, considering the distances between associations and the promptness with which an ITC needs to be received, the ITC can also be sent by fax. Receiving an ITC via fax allows the new association to provisionally register the player until the receipt of the original hard copy of the ITC or until the end of the season, as provisional registrations become definitive at the end of a season.
- 12 The ITC is meant to be issued by the former association to the new association whenever the new club and the player have commenced a registration procedure with the new association and it is therefore clear that the player and club have entered into a contractual relationship. Consequently, it is strictly forbidden to ask for the issuance of an ITC only for the player to participate in trial matches with the new club¹⁴⁵.
- 13 The provision related to the issuance of an ITC for a professional also applies to professionals who reacquire amateur status when transferring to a new club. In this way, it is ensured that the provisions on amateur players are not used to circumvent those on professionals and moreover, that the championship of the new amateur club is not falsified.

¹⁴³ With the consequences as explained under art. 17.

¹⁴⁴ This decision shall be taken within 60 days from the moment the demand was lodged.

¹⁴⁵ The player is entitled to participate in friendly matches for the new club without an ITC being issued. If the player participates in competitive matches after the new association has received the ITC but before the club and the player have decided on whether to sign an employment contract, this would have a direct impact on the local championship if the parties did not enter into a contractual relationship and the player moved to a third club.

Article 3 Issuance of an ITC for an Amateur

1. All applications to register an Amateur player must be submitted by the New Club to the New Association during one of the Registration Periods established by that Association.
2. Upon receipt of the application, the New Association shall immediately request the Former Association to issue an ITC for the player (the "ITC Request").
3. The Former Association shall, within seven days of receiving the ITC Request, issue the ITC to the New Association.
4. If the New Association does not receive a response to the ITC Request within thirty days, it shall immediately register the Amateur with the New Club on a provisional basis ("Provisional Registration"). A Provisional Registration shall become permanent one year after the ITC Request. The Players' Status Committee may withdraw a Provisional Registration, if, during this one-year period, the Former Association presents valid reasons explaining why it did not respond to the ITC Request.
5. The foregoing rules and procedures also apply for Amateurs who, upon moving to their New Club, acquire Professional status.

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Issuance of an ITC for an amateur

The provisions applying to the issuance of the ITC for an amateur are similar to those for a professional, but obviously less complex. Reference is therefore made to article 3 as well as to the explanations given with respect to the issuance of an ITC for a professional. Since amateur players are not bound by an employment contract to the club for which they are registered, all requirements related to the existence of a contractual relationship that are mandatory for professionals are obviously not applicable¹⁴⁶.

¹⁴⁶ In particular, the following requirements are not applicable: annex 3 art. 1 par. 2, to attach a copy of the player passport to the ITC; art. 2 par. 1, to enclose a copy of the employment contract with an application for an ITC; art. 2 par. 3, upon receipt of the ITC request to enquire whether the contract has expired, early termination has been agreed between the parties or whether a contractual dispute exists.

Article 4 **Loan of Players**

1. **The rules set out above also apply to the loan of a Professional from a club affiliated to one Association to a club affiliated to another Association.**
2. **The terms of the loan agreement shall be enclosed with the ITC Request.**
3. **On expiry of the period of loan, the ITC shall be returned, upon request, to the Association of the club that released the player on loan.**

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Loan of players

As noted under art. 10 of the Regulations, a loan is a transfer for a predetermined period of time. Consequently, an ITC shall be issued whenever a player¹⁴⁷ transfers to the club to which he has been loaned as well as when he returns to his club of origin. In this respect, it must be stressed that once the loan period is over, the association of the club of origin shall request the return of the ITC before being able to re-register the player for its affiliated club. A copy of the loan contract shall be enclosed with the ITC request by the association requesting the loan so that the registration procedure can be processed quickly¹⁴⁸.

¹⁴⁷ Only professional players can transfer on a loan basis.

¹⁴⁸ For further details, reference is made to the explanations of art. 10.

TRAINING COMPENSATION

Article 1 **Objective**

1. **A player's training and education takes place between the ages of 12 and 23. Training Compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, Training Compensation shall be payable until the end of the Season in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between 12 and the age when it is established that the player actually completed his training.**
2. **The obligation to pay Training Compensation is without prejudice to any obligation to pay compensation for breach of contract.**

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Objective

- 1 The Regulations provide for the principle that between the ages of 12 and 23, a player is in his sporting education and that during this timeframe, compensation for his training is payable. Clubs that invest in the training of a player are entitled to a financial reward for the sporting education that the player received up to the age of 21, unless it is evident that the player terminated his training period before this age¹⁴⁹, in which case, compensation is limited to the period between 12 and when the player's training effectively terminated¹⁵⁰.
- 2 If a player who is younger than 23 breaches his employment contract without just cause, besides compensation for contractual breach for which the player and the new club are jointly liable¹⁵¹, the new club has to pay training compensation to the former club.

¹⁴⁹ CAS 2003/O/527: a player signed his first professional contract at the age of 17. In his first season as a professional, he played 15 times with the first team. Moreover, at that time, he was noticed for his good technical skills and speed. Therefore, it was considered that the player had terminated his training period before his second season as a professional player at the age of 18. CAS/2004/A/594: a player was considered by his training club as "the most talented player who played at all ages at the highest level in the country of the training club and in the national teams at all ages". Moreover, the player was described by his training club as a "regular player for the club". Finally, for the four-year loan of the player at the age of 18, a six-figure USD sum was paid for each year. Therefore, it was considered that the player's training was terminated at the age of 17, when he, in fact, signed a five-year contract with his training club.

¹⁵⁰ If the player registered for the first time after the age of 12, the date of registration is obviously crucial in order to establish the period of training.

¹⁵¹ cf. art. 17 par. 2

Article 2 Payment of Training Compensation

Training Compensation is due:

- i) when a player is registered for the first time as a Professional; or,
- ii) when a Professional is transferred between clubs of two different Associations (whether during or at the end of his contract) before the end of the Season of his 23rd birthday.

Training Compensation is not due:

- i) if the Former Club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or
- ii) if the player is transferred to a Category 4 club; or
- iii) if a Professional reacquires Amateur status on being transferred.

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Payment of training compensation

- 1 Training compensation is payable before the end of the season of the player's 23rd birthday, when the player signs his first employment contract, i.e. when the player is registered for the first time as a professional, or when he transfers as a professional to a club affiliated to another association while maintaining the same status.
- 2 Training compensation is on the other hand not due whenever the former club has breached a contract with the player without just cause. A club that has terminated a contract with a player without being entitled to do so shall not be rewarded for this attitude. Furthermore, no training compensation is due when the player transfers to a category 4 club, i.e. a club on the lowest level in the categorisation ladder of clubs with respect to the training compensation as the majority are purely amateur clubs. Finally, no training compensation is due if the player reacquires amateur status when he is transferred to a new club.

Article 3 Responsibility to Pay Training Compensation

1. When a player is registering as a Professional for the first time, the club for which the player is being registered is responsible for paying Training Compensation within 30 days of registration to every club for which the player was registered (in accordance with the players' career history as provided for in the player passport) and that has contributed to his training starting from the Season in which he had his 12th birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. In the case of subsequent transfers of the Professional, Training Compensation will only be owed to his Former Club for the time he was effectively trained by that club.
2. In both of the above cases, the deadline for payment of Training Compensation is 30 days following the registration of the Professional with the New Association.
3. If a link between the Professional and any of the clubs that trained him cannot be established, or if those clubs do not make themselves known within 18 months of the player's first registration as a Professional, the Training Compensation shall be paid to the Association(s) of the country (or countries) where the Professional was trained. This compensation shall be earmarked for youth football development programmes in the Association(s) in question.

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Responsibility to pay training compensation

- 1 Training compensation should benefit all clubs that have contributed to the training of a young player. The regulations state that training compensation shall be distributed on a pro-rata basis according to the years of training received by the player¹⁵². Training compensation is due for the first time when a player signs his first employment contract and thus registers as a professional. All the clubs that have contributed to the training of the player as from the age of 12 are entitled to training compensation for the timeframe that the player was effectively registered with them¹⁵³. For every subsequent transfer of the professional player until the end of the season of the player's 23rd birthday, only the last club for which the player was registered is entitled to training compensation for the period that the player was effectively registered for this club¹⁵⁴.
- 2 Training compensation is payable 30 days after the registration of a player for the new club. The new club must calculate the training compensation and the way in which it should be distributed to the clubs where the player previously played. No training compensation is due when a player over 23 years of age changes club.

¹⁵² CAS 2004/A/560: only the precise period during which a player was effectively trained by a club must be taken into consideration. In other words, this means that to calculate training compensation, it is not only entire seasons that are to be taken into account.

¹⁵³ CAS 2004/A/560: the panel agreed with the opinion of the DRC, according to which a club that has trained a player as an amateur for a certain period of time before concluding an employment contract with him shall be compensated for the entire time that it trained the player and not only for the time it trained him as a professional.

¹⁵⁴ Training compensation in accordance with the FIFA regulations applies only in the event of an international transfer. For national transfers, the system enforced by the relevant association applies in accordance with art. 1 par. 2. The player passport will play a fundamental role in establishing the entitlement of the clubs to training compensation.

- 3 If the career of a player cannot be traced back to the age of 12, the amount for any “missing years” will be distributed to the association of the country where the player was registered and shall be used for youth development programmes¹⁵⁵. The association is entitled to claim training compensation as soon as 18 months have elapsed since the registration of the player for the new club. The association has six months to do so, as the right will lapse 2 years after the registration. However, if the association has irrefutable evidence that one of its affiliated clubs, which is entitled to training compensation, no longer exists, then training compensation should be paid immediately to the association and not only after 18 months. If an association claims training compensation and an entitled club then appears, the claim of the association will obviously lose all effect.

¹⁵⁵ Typical situations in which an association may be entitled to training compensation are when the training club no longer exists, e.g. due to bankruptcy, or when the training club does not claim training compensation (for whatever reason, i.e. no knowledge of its entitlement or no interest) and there are no records regarding the registration of the player for this club at the association or league concerned.

Article 4 Training Costs

1. **In order to calculate the compensation due for training and education costs, Associations are instructed to divide their clubs into a maximum of four categories in accordance with the clubs' financial investment in training players. The training costs are set for each category and correspond to the amount needed to train one player for one year multiplied by an average “player factor”, which is the ratio between the number of players who need to be trained to produce one professional player.**
2. **The training costs, which are established on a confederation basis for each category of club, as well as the categorisation of clubs for each Association, are published on the FIFA website (www.FIFA.com). They will be updated at the end of every calendar year.**

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Training costs

- 1 In order to facilitate the calculation of the amount of training compensation due, the training costs are not calculated for each individual club. Instead, all clubs are classified into categories and the training costs are determined at confederation level for each category. FIFA has allocated all associations to categories and has established on a confederation basis the training costs for the different categories¹⁵⁶. This yearly amount takes into account the so-called “player factor”, which is the ratio between the number of players who are needed to be trained in order to produce one professional player¹⁵⁷.
- 2 To apply the aforementioned system, all clubs are to be classified in one of four categories by the association with which they are affiliated, depending on the amount of money they invest in training and on the quality of the training offered to young players¹⁵⁸. The scale ranges from high-quality training academies down to amateur club centres. This categorisation must be reviewed on a yearly basis¹⁵⁹.

¹⁵⁶ In accordance with FIFA circular letter no. 959 dated 16 March 2005, these are the training costs, which have been established on a confederation basis for each category of clubs.

Confederation	Category I	Category II	Category III	Category IV
AFC		USD 40,000	USD 10,000	USD 2,000
CAF		USD 30,000	USD 10,000	USD 2,000
CONCACAF		USD 40,000	USD 10,000	USD 2,000
CONMEBOL	USD 50,000	USD 30,000	USD 10,000	USD 2,000
OFC		USD 30,000	USD 10,000	USD 2,000
UEFA	EUR 90,000	EUR 60,000	EUR 30,000	EUR 10,000

¹⁵⁷ The activity of every club that trains players is orientated towards giving the best training to the young players. Obviously, not all players will develop in the same way and in the same period. Some players will show their talent earlier, others later. Others may not be in a position to play at a higher level and will thus remain at a lower level of performance. Considering the social impact of football and in particular the possibility of giving all players equal opportunity, it is thus fair to consider the “player factor” whenever establishing the training compensation due for a particular player. In this way, the training club receives sufficient incentives so as to continue training players.

¹⁵⁸ Not all associations can allocate their affiliated clubs to four categories, as some associations may have only 2 or 3 categories at their disposal. Allocation occurs automatically for associations that only have category 4 clubs.

¹⁵⁹ The training costs as well as the categorisation of clubs are published on the FIFA website (www.fifa.com). cf. FIFA circular letter 959 and 959a dated 16 March 2005.

Article 5 Calculation of Training Compensation

1. As a general rule, to calculate the Training Compensation due to a player's Former Club(s), it is necessary to take the costs that would have been incurred by the New Club if it had trained the player itself.
2. Accordingly, the first time a player registers as a Professional, the Training Compensation payable is calculated by taking the training costs of the New Club multiplied by the number of years of training in principle from the Season of the player's 12th birthday to the Season of his 21st birthday. In the case of subsequent transfers, Training Compensation is calculated based on the training costs of the New Club multiplied by the number of years of training with the Former Club.
3. To ensure that Training Compensation for very young players is not set at unreasonably high levels, the training costs for players for the Seasons between their 12th and 15th birthday (i.e. four Seasons) shall be based on the training and education costs for category 4 clubs.
4. The Dispute Resolution Chamber may review disputes concerning the amount of Training Compensation payable and shall have discretion to adjust this amount if it is clearly disproportionate to the case under review.

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Calculation of training compensation

- 1 Training compensation is based on the training and education costs of the association of the new club in order to encourage solidarity within the world of football. In this way, clubs are discouraged from hiring young players from clubs in other countries just because the training costs in these countries are lower. This means, in other words, that clubs that have the resources to sign players from abroad will be paying a foreign club according to the costs of its own country.

- 2 Once the category of the new club and the training costs have been established, training compensation, which is due in a specific case, is calculated by multiplying the amount of the category of the new club by the number of years of training that the player received from the former training club(s).
- 3 The training costs for players for the seasons between their 12th and 15th birthday (i.e. the first four seasons) are based on the training costs for category 4 clubs so as to avoid the compensation for very young players being set at an unfairly high level.
- 4 The former club as well as the new club may ask the DRC to review disputes concerning the amount of training compensation (derived from the mathematical calculation) if they deem that this amount is clearly disproportionate to the case under review. "Disproportionate" means that the amount is clearly either too low or too high with respect to the effective training costs incurred in the specific case. The club alleging the disproportion in the amount of training compensation shall submit all necessary evidence substantiating the demand of review¹⁶⁰.

- 5 Example 1: player A, born on 15 August 1986, was registered from 1 July 1996 until 30 June 2005 with club X in Argentina. On 1 July 2005, he signs his first employment contract with club Y, a category 2 club in Spain. The timeframe relevant for the calculation of the training compensation starts on 15 August 1998, when the player A turned 12¹⁶¹. Player A left club X after having been trained there for seven relevant seasons. This is the period that club Y shall compensate to club X. The training costs to be taken into account are those of the new club¹⁶². The first four years of training, i.e. from 12 to 15 shall be based on the training costs of category 4 clubs¹⁶³. The training compensation due from club Y to club X is calculated as follows: $[4 \times \text{EUR } 10,000^{164}] + [3 \times \text{EUR } 60,000^{165}] = \text{EUR } 220,000$.

¹⁶⁰ CAS 2004/A/560: a club claiming that the training compensation calculated on the basis of the indicative amounts is disproportionate bears the burden of proof. This club has to present concrete evidence in the form of documents such as invoices, costs of training centre, budgets, etc. Only economic aspects are relevant in this respect.

¹⁶¹ Annex 4, art. 1 par. 1

¹⁶² Annex 4, art. 5 par. 1

¹⁶³ Annex 4, art. 5 par. 3

¹⁶⁴ Category 4 in Spain

¹⁶⁵ Category 2 in Spain

- 6 Example 2: player B, born on 18 May 1984, was registered as an amateur from 1 July 1996 until 31 December 2001 with club X, a category 3 club in Morocco. On 1 January 2002, he registers as an amateur with club Y in Morocco. On 30 June 2005, he signs his first employment contract with club Z, a category 1 club in Germany. The timeframe to be taken into account starts on 1 July 1996, when player B was already 12¹⁶⁶. The first season to be taken into account is thus the season of the player's 13th birthday (cf. annex 4, art. 5 par. 2). Player B left club X after having been trained there for 5½ seasons. Player B left club Y after having been trained there for 3½ seasons. Club Z shall compensate club X for 5½ seasons and club Y for 3½ seasons. The training costs to be taken into account are those of the new club¹⁶⁷. The first three years of training, i.e. from the season of the player's 13th birthday to the season of the player's 15th birthday, shall be based on the training costs of category 4 clubs¹⁶⁸. The training compensation due is calculated as follows: for club X: [3 x EUR 10,000¹⁶⁹] + [2.5 x EUR 90,000¹⁷⁰] = EUR 255,000; for club Y: [3.5 x EUR 90,000¹⁷¹] = EUR 315,000.

¹⁶⁶ Annex 4, art. 1 par. 1

¹⁶⁷ Annex 4, art. 5 par. 1

¹⁶⁸ Annex 4, art. 5 par. 3

¹⁶⁹ Category 4 in Germany

¹⁷⁰ Category 1 in Germany

¹⁷¹ Category 1 in Germany

Article 6 Special Provisions for the EU/EEA

1. **For players moving from one Association to another inside the territory of the EU/EEA, the amount of Training Compensation payable shall be established based on the following:**
 - a) **If the player moves from a lower to a higher category club, the calculation shall be based on the average of the training costs of the two clubs.**
 - b) **If the player moves from a higher to a lower category, the calculation shall be based on the training costs of the lower category club.**
2. **Inside the territory of the EU/EEA, the final Season of training may occur before the Season in which the player had his 21st birthday if it is established that the player completed his training before that time.**
3. **If the Former Club does not offer the player a contract, no Training Compensation is payable unless the Former Club can justify that it is entitled to such compensation. The Former Club must offer the player a contract in writing via registered mail at least 60 days before the expiry of his current contract. Such an offer shall furthermore be at least of an equivalent value to the current contract. This provision is without prejudice to the rights to Training Compensation of the player's previous club(s).**

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Special provisions for the EU/EEA

- 1 Special provisions apply to transfers within the EU/EEA. These provisions are the result of the understanding reached between FIFA and UEFA on the one hand and the European Union on the other in March 2001. The following structure applies to transfers within the EU/EEA:
 - a) if the player moves from a lower to a higher category club, the calculation is based on the average of the training costs of the two clubs¹⁷².
 - b) if the player moves from a higher to a lower category, the calculation is based on the training costs of the lower category club.

Example: player A, born on 15 August 1986, was registered from 1 July 1996 until 30 June 2005 with club X, a category 3 club in France. On 1 July 2005, he signs his first employment contract with club Y, a category 2 club in Spain. The timeframe to be taken into account starts on 15 August 1998 when the player A turned 12. Player A left club X after having been trained there for seven seasons. This is the period that club Y shall compensate to club X. Since the player has moved from a lower to a higher category club, the calculation shall be based on the average of both training costs. The first four years of training, i.e. from 12 to 15, shall be based on the training costs of category 4 clubs. The training compensation due is calculated as follows: $[4 \times \text{EUR } 10,000^{173}] + \{3 \times [(\text{EUR } 60,000 + \text{EUR } 30,000)] \div 2^{174}\} = \text{EUR } 175,000$

- 2 Within the EU/EEA, the final season of training may occur before the player turns 21. If it is evident that the player terminated his training period before this age, compensation shall be limited to the period between 12 and when the player's training effectively terminated¹⁷⁵.
- 3 If the former club does not offer a professional player a new employment contract, this club loses its entitlement to training compensation unless it can justify that it is entitled to such compensation. This justification may be very difficult to prove and limited to extraordinary circumstances to decide on the matter at hand¹⁷⁶.
- 4 In order to safeguard its entitlement to training compensation and demonstrate its real intention to continue its relationship with the player concerned, the former club must offer the player a contract in writing via registered mail at least 60 days before the expiry of his current contract. The offer in the new contract shall at least be of an equivalent value to the current contract, otherwise it is as if the club did not offer a contract at all, with the consequence that if the player moves to another club within the EU/EEA, no training compensation is payable to the former club.

¹⁷² e.g. a player moves from a cat. 3 club (i.e. EUR 30,000 training cost per year) to a cat. 1 club (i.e. EUR 90,000 training cost per year). The average of cost of training per year will correspond to EUR 60,000.

¹⁷³ Category 4 in Spain

¹⁷⁴ i.e. the average of cat. 2 in Spain and cat. 3 in France

¹⁷⁵ In principle, this provision emphasises the basic principle mentioned in art. 1 of this annex.

¹⁷⁶ e.g.: if a club descends to a lower division in which it is not entitled to register players as professionals, this club will not be in a position to offer an employment contract to young players. However, it will not forfeit its entitlement to claim for training compensation from the player's new club.

Article 7 Disciplinary Measures

The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this annex.

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Disciplinary measures

Self-explanatory. cf. art. 25 par. 4 of the Regulations.

SOLIDARITY MECHANISM

Article 1 Solidarity Contribution

If a Professional moves during the course of a contract, 5% of any compensation, with the exception of Training Compensation, paid to his Former Club shall be deducted from the total amount of this compensation and distributed by the New Club as a solidarity contribution to the club(s) involved in his training and education over the years. This solidarity contribution will reflect the number of years (calculated pro rata if less than one year) he was registered with the relevant club(s) between the Seasons of his 12th and 23rd birthdays, as follows:

- Season of 12th birthday:
5% (i.e. 0.25% of total compensation)
- Season of 13th birthday:
5% (i.e. 0.25% of total compensation)
- Season of 14th birthday:
5% (i.e. 0.25% of total compensation)
- Season of 15th birthday:
5% (i.e. 0.25% of total compensation)
- Season of 16th birthday:
10% (i.e. 0.5% of total compensation)
- Season of 17th birthday:
10% (i.e. 0.5% of total compensation)
- Season of 18th birthday:
10% (i.e. 0.5% of total compensation)
- Season of 19th birthday:
10% (i.e. 0.5% of total compensation)
- Season of 20th birthday:
10% (i.e. 0.5% of total compensation)
- Season of 21st birthday:
10% (i.e. 0.5% of total compensation)
- Season of 22nd birthday:
10% (i.e. 0.5% of total compensation)
- Season of 23rd birthday:
10% (i.e. 0.5% of total compensation)

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Solidarity contribution

- 1 If a professional player transfers during the validity of his employment contract¹⁷⁷ and the new club pays the former club compensation for allowing the player to transfer to the new club, the new club shall retain and distribute 5% of this transfer compensation to all clubs where this player played between the ages of 12 and 23. The player passport plays a key role in allocating the solidarity contribution to the right clubs, as this passport helps to track all clubs for which the player was registered from the age of 12 onwards.
- 2 The provisions on solidarity contribution apply only in the event of a player transferring from a club affiliated to one association to another club affiliated to another association (i.e. international transfers). If the player transfers between two clubs affiliated to the same association, the solidarity contribution is not applicable unless the association concerned has included a clear clause in its own regulations, acknowledging the obligation to pay a solidarity contribution as a consequence of domestic transfers.
- 3 The distribution occurs on a pro-rata basis in accordance with the table of annex 5 art. 1, which is based on the years of training that the player received from the club or clubs. During the first four years of the player's training, i.e. from the season of his 12th until the season of his 15th birthday, the amount due as a solidarity contribution is 5% of the 5% for every year of training, i.e. 0.25% of the total compensation. As from the 16th birthday of the player, the percentage is 10% of the 5% for every year of training, i.e. 0.5% of the total compensation.

- 4 If a player who is younger than 23 transfers during the validity of his employment contract and a solidarity contribution is payable to his former training clubs, the total deduction from the transfer compensation will be less than 5%. For every year that the player is younger than 23, 0.5% shall be deducted from 5%¹⁷⁸.
- 5 A solidarity contribution is payable throughout the entire career of the professional as long as transfer compensation is paid by the new club to the former club of the player.
- 6 The solidarity contribution has proven to be an efficient means to support grassroots football in particular. In fact, even many years after a professional player has left the club(s) for which he was playing at an early age, the club(s) may receive a financial incentive from the transfer of this player through the payment of a solidarity contribution¹⁷⁹.
- 7 Obviously, any amount paid as training compensation to the former club does not fall under the provisions of the solidarity mechanism, i.e. no solidarity contribution shall be deducted from the training compensation.

¹⁷⁷ i.e. the player and the club mutually agree to terminate the employment contract before its expiry date.

¹⁷⁸ e.g.: for a player who is in the season of his 21st birthday, the relevant percentage will be 80% of 5%, i.e. 4% of the compensation paid for the transfer of the player.

¹⁷⁹ Even a small amount received by a grassroots club has a major financial impact on its day-to-day business.

Article 2 Payment Procedure

1. **The New Club shall pay the solidarity contribution to the training club(s) pursuant to the above provisions no later than 30 days after the player's registration or, in case of contingent payments, 30 days after the date of such payments.**
2. **It is the responsibility of the New Club to calculate the amount of the solidarity contribution and to distribute it in accordance with the player's career history as provided for in the player passport. The player shall, if necessary, assist the New Club in discharging this obligation.**
3. **If a link between the Professional and any of the clubs that trained him cannot be established within 18 months of his transfer, the solidarity contribution shall be paid to the Association(s) of the country (or countries) where the Professional was trained. This solidarity contribution shall be earmarked for youth football development programmes in the Association(s) in question.**
4. **The Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this annex.**

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Payment procedure

- 1 The new club must calculate and distribute the solidarity contribution to the training club(s) within 30 days of the player's registration. The new club has to contact the player's former club(s) in order to receive the bank details necessary to remit the solidarity contribution that the club in question is entitled to. The player passport will play a central role in this respect, as it will help to ascertain the clubs entitled to the contribution. In any event, the player shall also assist the new club by providing all required information if the chronology in his passport is incomplete.

- 2 If the transfer compensation is made by the new club to the former club in the form of contingent payments, the solidarity contribution will be distributed within 30 days of every payment¹⁸⁰.
- 3 If the career of the player cannot be traced back to the age of 12, the amount for any "missing years" will be distributed to the association of the country where the player was registered and shall be used for youth development programmes¹⁸¹. The association is entitled to claim the solidarity contribution as soon as 18 months have elapsed since the registration of the player for the new club. It will have six months to do so, as this right will prescribe two years after registration. However, if the association has irrefutable evidence that one of its affiliated clubs that is entitled to solidarity contribution no longer exists, the solidarity contribution should be paid immediately to the association and not only after 18 months. If the association claims the solidarity contribution and an entitled club then appears, the claim of the association will obviously lose any effect.
- 4 The Disciplinary Committee will pronounce itself on any failure to respect the provisions of this annex, but only after the DRC has pronounced itself on the substance of the dispute and deemed that the stance of a party involved in the litigation is particularly reproachable.

¹⁸⁰ Should the entire solidarity contribution be payable immediately whenever the clubs involved in the transfer have agreed on a contingent payment, it would represent an undue enrichment of the clubs receiving this contribution, with respect to those installments that have not yet matured.

¹⁸¹ Typical situations in which an association has an entitlement to a solidarity contribution are when the training club no longer exists, e.g. due to bankruptcy, or when the training club does not claim the solidarity contribution (for whatever reason, i.e. no knowledge of its entitlement or no interest) and when there are no records regarding the registration of the player for this club at the association or league concerned.

RULES FOR THE STATUS AND TRANSFER OF FUTSAL PLAYERS

Definitions

For the purpose of this annex, the terms set out below are defined as follows:

1. Futsal is football played in accordance with the Futsal Laws of the Game that have been drawn up by FIFA in collaboration with the Sub-Committee of the International Football Association Board.
2. Eleven-a-side football is football played in accordance with the Laws of the Game as authorised by the International Football Association Board.
3. FIFA Regulations for the Status and Transfer of Players are the regulations issued by FIFA on the basis of Art. 5 of the FIFA Statutes of 19 October 2003.
4. Former Association: the Association to which the Former Club is affiliated.
5. Former Club: the club that the player is leaving.
6. New Association: the Association to which the New Club is affiliated.
7. New Club: the club that the player is joining.
8. Official Matches: matches played in the framework of Organised Football, such as national league championships, national cups and international championships for clubs, but not including friendly and trial matches.
9. Organised Football: association football and futsal organised under the auspices of FIFA, the Confederations and the Associations, or authorised by them.

10. Protected Period: a period of three entire Seasons or three years, whichever comes first, following the entry into force of a contract, if such contract was concluded prior to the 28th birthday of the Professional, or a period of two entire Seasons or two years, whichever comes first, following the entry into force of a contract, if such contract was concluded after the 28th birthday of the Professional.
11. Registration Period: a period fixed by the relevant Association in accordance with Article 6 of the Regulations for the Status and Transfer of Players.
12. Season: the period starting with the first Official Match of the relevant national league championship and ending with the last Official Match of the relevant national league championship.

Reference is also made to the “Definitions” section in the FIFA Statutes.

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

Article 1 Principle

These rules are an integral part of the FIFA Regulations for the Status and Transfer of Players and constitute its annex 6.

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Principle

Until now, the situation relating to futsal and the participants in this discipline had not been properly regulated in its own legal framework. The provisions applying to eleven-a-side football applied without modification to futsal, without considering its particularities. This sometimes led to difficult situations¹⁸². The following provisions aim to differ from the main Regulations only when strictly necessary and generally otherwise refer to the main text, which applies to all football players irrespective of their discipline.

¹⁸² e.g. the licence of a player could not be split and therefore it was not possible for a player to play for an eleven-a-side club as well as for a different futsal club at the same time.

Article 2 Scope

1. The Rules for the Status and Transfer of Futsal Players establish global and binding provisions concerning the status of futsal players, their eligibility to participate in Organised Football, and their transfer between clubs belonging to different Associations.
2. The Regulations for the Status and Transfer of Players shall apply without alterations to futsal players unless a diverging provision in this annex 6 expressly provides for a different rule applicable to futsal.
3. The transfer of futsal players between clubs belonging to the same Association is governed by specific regulations issued by the Association in accordance with Art. 1 of the Regulations for the Status and Transfer of Players.
4. The following provisions in the Regulations for the Status and Transfer of Players are binding for futsal at national level and shall be included, without modification, in the Association's regulations: Art. 2 – 8, 10, 11 and 18.
5. Each Association shall include in its regulations appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements. In particular, the principles in Art. 1 par. 3 (b) of the Regulations for the Status and Transfer of Players shall be considered.

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- 1. Scope of annex**
2. National regulations
-

1. Scope of annex

- 1 This annex specifies rules regarding the international transfers of futsal players, the status of these players, their eligibility to participate in organised football as well as the release of futsal players for association teams and their eligibility to play for such teams. These fundamental rules shall be compulsory and applicable in the same way all over the world.
- 2 Therefore, the provisions in this annex regulate international transfers between different member associations while also establishing basic principles that guarantee a uniform and equal treatment of all futsal players and clubs in the football world. The Regulations for the Status and Transfer of Players basically also apply to futsal players, unless this annex provides for a different solution.

2. National regulations

- 1 Associations are responsible for regulating domestic transfers, i.e. transfers between clubs affiliated to the same member association. This autonomy allows associations to adapt their own regulations to the particular situation of the country concerned¹⁸³.
- 2 The associations' autonomy, however, is limited by the basic principles of the Regulations and this annex, which have to be observed at all times and in particular by the provisions that are binding at national level and have to be included without modification in the association's regulations¹⁸⁴.
- 3 Besides the provisions mentioned under point 2.2 above, the associations shall provide for appropriate means to protect contractual stability (art. 1 par. 3b), which is, as set out in the introduction, one of the fundamental principles on which the Regulations are based.
- 4 While establishing national regulations, associations have to pay due respect to compulsory national law, especially labour law, as well as to collective bargaining agreements.

¹⁸³ For further details, reference is made to the explanation of art. 1.

¹⁸⁴ Art. 2. par. 4 of this annex refers to art. 2–8, 10, 11 and 18.

Article 3 Release and Eligibility of Players for Association Teams

1. The provisions in annexes 1 and 2 of the Regulations for the Status and Transfer of Players governing the release of players for Association teams and the players' eligibility to play for Association teams are binding.
2. A player may only represent one Association in both futsal and eleven-a-side football. Any player who has already represented one Association (either in full or in part) in an official eleven-a-side or futsal competition of any category may not play an international match with another Association team. This provision is subject to the exception in Art. 15 par. 3 – 5 of the Regulations Governing the Application of the FIFA Statutes.

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Release and eligibility of players for association teams

- 1 A general reference is made to annexes 1 and 2 of these Regulations as also being binding for futsal players.
- 2 Whenever a player has represented an association in a representative team either in futsal or in eleven-a-side football, he is also bound to this association for the other discipline. Only official matches, i.e. preliminary round or final round matches of a confederation or FIFA competition, are relevant to this end.
- 3 A player that fulfils the cumulative conditions of art. 15 of the Regulations Governing the Application of the FIFA Statutes may change his eligibility to play for one association in favour of another association¹⁸⁵.

¹⁸⁵ In the FIFA Statutes that came into force on 1 January 2004, there was a major change with respect to the eligibility to play for association teams. In fact, a player who had more than one nationality was given the opportunity to change the association for which he is eligible to play international matches under certain conditions. The conditions are the following: (1) the player had more than one nationality before he played the first official match for one association; (2) he is younger than 21; (3) he has never played for the "A" national team of that association.

Article 4 Registration

1. A futsal player must be registered with an Association to play for a club as either a Professional or an Amateur in accordance with the provisions of Art. 2 of the Regulations for the Status and Transfer of Players. Only registered players are eligible to participate in Organised Football. By the act of registering, a player agrees to abide by the Statutes and regulations of FIFA, the Confederations and the Associations.
2. A player may only be registered for one futsal club at a time. A player may, however, also be registered for one eleven-a-side club during this time. It is not necessary for the futsal and the eleven-a-side club to belong to the same Association.
3. Players may be registered for a maximum of three futsal clubs during the period from 1 July until 30 June of the following year. During this period, the player is only eligible to play in Official Matches for two clubs. The number of eleven-a-side clubs with which the same player may also be registered during the period from 1 July until 30 June of the following year is specified in Art. 5 par. 3 of the Regulations for the Status and Transfer of Players.

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1. Players' eligibility
2. Registration for one club
3. Transfer of registration

1. Players' eligibility

- 1 Only a player who is registered with an association to play for one of its clubs is admitted to competitions organised by this association or by the confederation concerned. The registration of a player is his licence to play football in any official match within organised football.
- 2 By registering with a club in a particular association, the player has access to organised football and falls under the direct jurisdiction of this association, of the confederation concerned as well as of FIFA, irrespective of whether he is registered as an amateur or a professional.

2. Registration for one club

A player may only be registered for one futsal club at a time. The player is, however, entitled to register for an eleven-a-side club in either the same or another association¹⁸⁶.

3. Transfer of registration

During the period from 1 July until 30 June of the following year, a player may be registered for a maximum of three futsal clubs. However, in this timeframe, the player is only eligible to play in official matches for two clubs¹⁸⁷.

¹⁸⁶ Allowing the player to register for both disciplines at the same time is meant to foster futsal in particular. Without the possibility to register for both disciplines, a player who had to choose would most probably register for eleven-a-side football and thus neglect futsal. Moreover, in many cross-border regions, players are registered for one discipline in one association and for the other in a neighbouring association. Since two completely different licences are required to perform in each of these disciplines, the player can be registered for futsal in one association and for eleven-a-side in the other.

¹⁸⁷ Reference is made to the further commentary under art. 5 of these Regulations.

Article 5 International Futsal Transfer Certificate

- 1 **Futsal players registered with one Association may only be registered with a futsal club of a New Association once the latter has received an International Futsal Transfer Certificate (hereinafter: IFTC) from the Former Association. The IFTC shall be issued free of charge without any conditions or time limitation. Any provision to the contrary shall be null and void. The Association issuing the IFTC shall deposit a copy with FIFA. The administrative procedures for issuing an International Transfer Certificate (ITC) for eleven-a-side football shall be likewise applicable to the issuing of an IFTC. These procedures are set out in annex 3 of the Regulations for the Status and Transfer of Players. The IFTC must be distinguishable from the ITC used in eleven-a-side football.**
- 2 **An IFTC is not required for a player under the age of 12 years.**

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International futsal transfer certificate

- 1 Whenever a futsal player transfers from a club affiliated to one association to another club affiliated to another association, the association of the new club must receive an international futsal transfer certificate (IFTC) from the association where the player was previously registered.
- 2 The IFTC shall contain the declaration that the holder is free to play within a specific association as from a certain date. The IFTC is a very simple form, filled in by the former association where the player was registered. Special forms are provided for this purpose by FIFA, but forms with similar wording may also be used. The IFTC must always be discernible from the ITC used in eleven-a-side football.

- 3 The IFTC may not be made subject to any conditions. In particular, the validity of an IFTC may not be restricted to a certain period and any clauses to this effect added to the certificate shall be considered null and void. Furthermore, associations are forbidden from charging expenses or demanding payment of a fee for issuing an IFTC. As for eleven-a-side football, no IFTC is required for players younger than 12.
- 4 The IFTC shall be issued in triplicate. The original shall be sent to the association requesting the transfer, the first copy to FIFA and the second shall remain in the possession of the association that the player is leaving.
- 5 The administrative procedures for issuing the ITC in annex 3 of the Regulations are also applicable to the IFTC and are described in detail there.

Article 6 Enforcement of Disciplinary Suspensions

1. **A suspension imposed in terms of matches (cf. Art. 20 par. 1 and 2 of the FIFA Disciplinary Code) on a player for an infringement committed when playing futsal or in relation to a futsal match shall only affect the player's participation for his futsal club. Similarly, a suspension imposed in terms of matches on a player participating in eleven-a-side football shall only affect the player's participation for his eleven-a-side club.**
2. **A suspension imposed in terms of days and months shall affect a player's participation for both his futsal as well as his eleven-a-side club, regardless of whether the infringement was committed in eleven-a-side football or futsal.**
3. **The Association with which a player is registered shall notify a suspension imposed in terms of days and months to the second Association with which this player may be registered, if the player is registered for a futsal and an eleven-a-side club belonging to two different Associations.**
4. **Any disciplinary suspension imposed on a player prior to a transfer must be enforced or applied by the New Association with which the player is registered. The Former Association is obliged to notify the New Association of any sanction in writing and upon issuing the IFTC.**

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Enforcement of disciplinary suspensions

- 1 One aspect that needs particular attention is the enforcement of disciplinary sanctions on a player who is registered for two different clubs in the two disciplines. The solution proposed by these provisions is clearly the most appropriate, with a distinction made between two kinds of suspensions that can be imposed on a player. First of all, a suspension in terms of matches, which usually relates to a mild infringement of the Disciplinary Code and is to be served only in the discipline in which the sanction was imposed. Secondly, a suspension imposed in terms of days and months that is to be served in both disciplines¹⁸⁸.
- 2 If a suspension in terms of days and months is imposed on a player, and the latter is registered for futsal with a club affiliated to one association and for eleven-a-side with a club affiliated to another association, the association that has imposed the sanction shall notify the other association about the suspension. The second association shall then immediately enforce the suspension.
- 3 If a suspension in terms of days and months is imposed on a player by FIFA, the latter will notify the association of the discipline in which the offence was committed. This association will then inform the other association.
- 4 A player who is still serving a suspension and who is transferring to a club affiliated to another association shall serve the remainder of the sanction with the new club in the new association. The former association must inform the new association while issuing the IFTC about the suspension of the player that still needs to be served. This information shall be attached to the transfer certificate.

¹⁸⁸ These infringements are usually the result of severe infringements of the Disciplinary Code, i.e. doping offences.

Article 7 Respect of Contract

1. **A Professional under contract with an eleven-a-side club may only sign a second professional contract with a different futsal club if he obtains written approval from the eleven-a-side club employing him. A Professional under contract with a futsal club may only sign a second professional contract with a different eleven-a-side club if he obtains written approval from the futsal club employing him.**
2. **The provisions applicable to the maintenance of contractual stability are set out in Articles 13–18 of the Regulations for the Status and Transfer of Players.**

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Respect of contract

- 1 A player who is already under contract with a club in one discipline can only enter into a second employment contract with a club in the other discipline upon having received the written approval of the first club¹⁸⁹. This mechanism is meant to safeguard the interests of the first club that has signed a contract with the player from new engagements that the player may enter into and that could affect compliance with the first signed employment contract.
- 2 Should the player enter into a second employment contract for the other discipline without the prior agreement of the first club, it would be necessary first of all to analyse whether the regular fulfilment of the first signed contract is impeded by the signature of the second contract or if a coexistence of both contracts, maybe with some adaptations to the second contract, is possible.
- 3 In general, the basic principles relating to the maintenance of contractual stability also apply to contracts signed within the framework of futsal.

¹⁸⁹ The player is, however, entitled to register as an amateur with a club in the other discipline without the approval of the club with which the player is contractually bound.

Article **8** **Protection of Minors**

International player transfers are only permitted if the player is over the age of 18. The exceptions to this rule are outlined in Art. 19 of the Regulations for the Status and Transfer of Players.

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Protection of minors

The principle of the protection of minors also applies to futsal players¹⁹⁰.

Article **9** **Training Compensation**

The provisions on training compensation as provided for in Art. 20 and annex 4 of the Regulations for the Status and Transfer of Players shall not apply to the transfer of players to and from futsal clubs.

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Training compensation

Since futsal is a discipline that is developed only in certain regions and has not yet reached a consistent global coverage and the amounts that are invested in it are far inferior to those spent in eleven-a-side football, it was decided that the provisions concerning training compensation and solidarity mechanism should not be applied to transfers between futsal clubs.

¹⁹⁰ Reference is made to art. 19.

Article **10** **Solidarity Mechanism**

The provisions on solidarity mechanism as provided for in Art. 21 and annex 5 of the Regulations for the Status and Transfer of Players shall not apply to the transfer of players to and from futsal clubs.

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Solidarity mechanism

cf. explanation of art. 9 above.

Article **11** FIFA Competence

1. Without prejudice to the right of any futsal player or club to seek redress before a civil court for employment-related disputes, FIFA is competent for dealing with disputes as stipulated in Art. 22 of the Regulations for the Status and Transfer of Players.
2. The Players' Status Committee or the single judge shall adjudicate on all disputes as stipulated in Art. 23 of the Regulations for the Status and Transfer of Players.
3. The Dispute Resolution Chamber or the DRC judge shall deal with disputes as provided for in Art. 24 of the Regulations for the Status and Transfer of Players.
4. The decisions passed by the aforementioned bodies may be appealed to the Court of Arbitration for Sport (CAS).

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FIFA competence

General reference is made to the chapter regarding FIFA competence that also applies in full to futsal-related disputes. Player transfers from an eleven-a-side club to a futsal club (or vice versa) are also covered by articles 22–24.

Article **12** Matters Not Provided For

Matters not provided for in these regulations shall be governed by the Regulations for the Status and Transfer of Players.

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Matters not provided for

- 1 Self-explanatory. cf. art. 27.

Article **13** Official Languages

In the case of any discrepancy in the interpretation of the English, French, Spanish or German texts of these regulations, the English text is authoritative.

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Official languages

- 1 All FIFA regulations are published in the four official languages, i.e. English, French, Spanish and German. Whenever there is divergence in the wording of the different texts of the Regulations, the English text is authoritative¹⁹¹.

Article **14** Enforcement

This annex was adopted by the FIFA Executive Committee on 29 June 2005 and comes into force on 1 September 2005.

¹⁹¹ cf. art. 28 of the Regulations and art. 8 par. 4 of the FIFA Statutes

