



# Regulations on the Status and Transfer of Players

October 2022 edition

**FIFA®**



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## DEFINITIONS

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 within 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, where such contract is concluded prior to the 28<sup>th</sup> birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28<sup>th</sup> birthday of the professional.
8. Registration period: a period fixed by the relevant association in accordance with article 6.
9. Season: a 12-month period commencing on the first day of the first registration period fixed by an association in accordance with article 6.
10. Training compensation: the payments made in accordance with Annexe 4 to cover the development of young players.
11. Minor: a player who has not yet reached the age of 18.
12. Academy: an organisation or an independent legal entity whose primary, long-term objective is to provide players with long-term training through the provision of the necessary training facilities and infrastructure. This shall primarily include, but not be limited to, football training centres, football camps, football schools, etc.

## 6 DEFINITIONS

13. Transfer matching system (TMS): a web-based data information system with the primary objective of simplifying the process of international player transfers as well as improving transparency and the flow of information.
14. Third party: a party other than the player being transferred, the two clubs transferring the player from one to the other, or any previous club, with which the player has been registered.
15. Eleven-a-side football: football played in accordance with the Laws of the Game as authorised by the International Football Association Board.
16. Futsal: 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.
17. Registration: the act of making a written record containing details of a player that include:
  - a) the start date of the registration (format: dd/mm/yyyy);
  - b) the full name (first, middle and last names) of the player;
  - c) the date of birth, gender, nationality, status as an amateur or a professional (as per article 2 paragraph 2 of these regulations), and nature of the registration (on a permanent basis or on loan);
  - d) the type(s) of football the player will play (eleven-a-side football/futsal/beach soccer);
  - e) the name of the club at the association where the player will play (including the FIFA ID of the club);
  - f) the training categorisation of the club at the moment of the registration;
  - g) the FIFA ID of the player;
  - h) the FIFA ID of the association.

18. Electronic player registration system: an online electronic information system with the ability to record the registration of all players at their association. The electronic player registration system must be integrated with the FIFA Connect ID Service and the FIFA Connect Interface in order to exchange information electronically. The electronic player registration system must provide all registration information for all players from the age of 12 through the FIFA Connect Interface and, in particular, must assign each player a FIFA ID utilising the FIFA Connect ID Service.
19. FIFA Connect ID Service: a service provided by FIFA assigning globally valid unique identifiers (the FIFA ID) to individuals, organisations, and facilities, providing duplicate information in case of a second registration of the same entity, and keeping a central record of the current registration(s) of all entities with an assigned FIFA ID.
20. FIFA ID: the worldwide unique identifier given by the FIFA Connect ID Service to each club, association and player.
21. International transfer: the movement of the registration of a player from one association to another association.
22. National transfer: the movement of the registration of a player at an association from one club to another within the same association.
23. Electronic domestic transfer system: an online electronic information system with the ability to administer and monitor all national transfers within an association, in line with the principles of the model implemented at international level through the Transfer Matching System (cf. Annexe 3). At a minimum, the system must collect the full name, gender, nationality, date of birth and FIFA ID of the player, the status (amateur or professional as per article 2 paragraph 2 of these regulations), the name and FIFA ID of the two clubs involved in the national transfer, as well as any payments between the clubs, if applicable. The electronic domestic transfer system must be integrated with the electronic registration system of the association and with the FIFA Connect Interface in order to exchange information electronically.
24. Bridge transfer: any two consecutive transfers, national or international, of the same player connected to each other and comprising a registration of that player with the middle club to circumvent the application of the relevant regulations or laws and/or defraud another person or entity.

## 8 DEFINITIONS

25. Purely amateur club: a club with no legal, financial or de facto links to a professional club that:
  - i. is only permitted to register amateur players; or
  - ii. has no registered professional players; or
  - iii. has not registered any professional players in the three years prior to a particular date.
26. FIFA Connect Interface: a technical interface provided by FIFA within the FIFA Connect Programme, used to exchange electronic end-to-end encrypted messages between member associations, and between member associations and FIFA.
27. Training rewards: the mechanisms which compensate training clubs for their role in the training and education of young players, namely training compensation (cf. article 20) and the solidarity mechanism (cf. article 21).
28. Coach: an individual employed in a football-specific occupation by a professional club or association whose:
  - i. employment duties consist of one or more of the following: training and coaching players, selecting players for matches and competitions, making tactical choices during matches and competitions; and/or
  - ii. employment requires the holding of a coaching licence in accordance with a domestic or continental licensing regulation.
29. Professional club: a club that is not a purely amateur club.
30. Maternity leave: a minimum period of 14 weeks' paid absence granted to a female player due to her pregnancy, of which a minimum of eight weeks must occur after the birth of the child.
31. Club-trained player: a player who, between the age of 15 (or the start of the season during which he turns 15) and 21 (or the end of the season during which he turns 21), and irrespective of his nationality and age, registered with his current club for a period, continuous or not, of three entire seasons or of 36 months.
32. Trial: a temporary period during which a player that is not registered with a club is evaluated by that club.

33. **FIFA Clearing House:** the entity that acts as an intermediary in relation to processing certain payments made in the football transfer system.
34. **Electronic Player Passport (EPP):** an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12<sup>th</sup> birthday.
35. **Transfer Compensation:** a compensation which a new club of a player pays, or commits to pay to a player's former club, in exchange for the former club's acceptance to release the player from a binding contractual relationship.  
Compensation for breach of contract pursuant to article 17 herein is not considered transfer compensation.
36. **Matching Exception:** the status of an international transfer in TMS when both clubs have entered the basic information correctly (player, clubs and transfer instruction), but there are still transfer details (payment details or loan dates) that do not match in both transfer instructions. This mismatch prevents the transfer from proceeding.
37. **TMS User:** an individual trained and authorised to access TMS on behalf of a club or association. All TMS users have their own unique login credentials.
38. **TMS Manager:** the main TMS user and point of contact for a club or association with access to TMS.
39. **Transfer Instruction:** the information entered in TMS to transfer a player from one club to another. The transfer instruction type is defined by the information entered: (i) "engage" or "release"; (ii) "permanently" or "on loan"; (iii) "professional player" or "amateur player"; (iv) with transfer agreement" or "without transfer agreement"; (v) "against payment" or "free of payment".
40. **Validation Exception:** an issue relating to an international transfer in TMS that prevents it from proceeding to the next status, thus requiring FIFA's intervention.

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

### 1

#### Scope

1.

These regulations lay down 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 article 1 paragraph 3 below, which must be approved by FIFA. Such regulations shall lay down rules for the settlement of disputes between clubs and players, in accordance with the principles stipulated in these regulations. Such regulations should also provide for a system to reward clubs affiliated to the relevant association investing in the training and education of young players.

The use of an electronic domestic transfer system is a mandatory step for all national transfers of professional and amateur players (both male and female) within the scope of eleven-a-side football. A national transfer must be entered in the electronic domestic transfer system each time a player is to be registered with a new club within the same association. Any registration of a player for a new club without the use of the electronic domestic transfer system will be invalid.

3.

- a) The following provisions are binding at national level and must be included without modification in the association's regulations: articles 2-8, 10 (subject to article 1 paragraph 3 b) below), 11, 12bis, 18, 18 paragraph 7 (unless more favourable conditions are available pursuant to national law), 18bis, 18ter, 18quater (unless more favourable conditions are available pursuant to national law), 19 and 19bis.
- b) Associations are given three years from 1 July 2022 to implement, in agreement with domestic football stakeholders, rules on a domestic loan system which are in line with the principles of integrity of competitions, youth development, and the prevention of hoarding players. For the avoidance of doubt, the limitation on the number of loans at national level may differ from article 10 as long as it is consistent with these principles.
- c) 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 must be considered:

- article 13: the principle that contracts must be respected;
- article 14: the principle that contracts may be terminated by either party without consequences where there is just cause;
- article 15: the principle that contracts may be terminated by professionals with sporting just cause;
- article 16: the principle that contracts cannot be terminated during the course of the season;
- article 17 paragraphs 1 and 2: the principle that in the event of termination of contract without just cause, compensation shall be payable and that such compensation may be stipulated in the contract;
- article 17 paragraphs 3-5: the principle that in the event of termination of contract without just cause, sporting sanctions shall be imposed on the party in breach.

4.

These regulations also govern the release of players to association teams in accordance with the provisions of Annexe 1. These provisions are binding for all associations and clubs.

5.

These regulations also include rules concerning contracts between coaches and professional clubs or associations (cf. Annexe 2).

6.

These regulations also include temporary rules addressing the exceptional situation deriving from the war in Ukraine (cf. Annexe 7).

## II. STATUS OF PLAYERS

### 2

#### Status of players: amateur and professional players

1.

Players participating in organised football are either amateurs or professionals. No other status shall be recognised.

2.

A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.

### 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.

### 4

#### Termination of activity

1.

Professionals who end their careers upon 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.

### III. REGISTRATION OF PLAYERS

## 5 Registration

1.

Each association must have an electronic player registration system, which must assign each player a FIFA ID when the player is first registered. A player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2. With the exception of players participating in friendly matches during a trial, only electronically registered players identified with a FIFA ID are eligible to participate in organised football. By the act of registering or accepting to be on trial a player agrees to abide by the statutes and regulations of FIFA, the confederations and the associations.

2.

A player may only be registered with a club for the purpose of playing organised football. As an exception to this rule, a player may have to be registered with a club for mere technical reasons to secure transparency in consecutive individual transactions (see Annex 3). A player that is on trial (see article 19ter) does not need to be registered to participate in friendly matches played in the context of a trial.

3.

A player may only be registered with one club at a time.

4.

Players may be registered with a maximum of three clubs during one season. During this period, the player is only eligible to play official matches for two clubs. As an exception to this rule, a player moving between two clubs belonging to associations with overlapping seasons (i.e. start of the season in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third club during the relevant season, provided he has fully complied with his contractual obligations towards his previous clubs. Equally, the provisions relating to the registration periods (article 6) as well as to the minimum length of a contract (article 18 paragraph 2) must be respected.

5.

Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a player may not play official matches for more than two clubs competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of member associations.

6.

In relation to the FIFA ID of a player and the integration of their electronic player registration systems, member associations shall:

- a) assign a FIFA ID to all players already registered at the member association who have not been assigned a FIFA ID at the point in time when the electronic player registration system is integrated with the FIFA Connect ID Service;
- b) where a FIFA ID has already been assigned to a player, as indicated by the FIFA Connect ID Service, ensure the same FIFA ID is used to register the player in its electronic player registration system;
- c) if the FIFA Connect ID Service determines that a player is, or appears to be, registered in more than one electronic player registration system, resolve the matter within five (5) days of it becoming aware, and update the FIFA Connect ID Service without delay; and
- d) provide the relevant personal information about a player to other member associations' electronic player registration systems through the FIFA Connect Interface, when requested for the purpose of registration and the determination of the FIFA ID of the player.

## 5bis

### Bridge transfer

1.

No club or player shall be involved in a bridge transfer.

2.

It shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer.

3.

The FIFA Disciplinary Committee, in accordance with the FIFA Disciplinary Code, will impose sanctions on any party subject to the FIFA Statutes and regulations involved in a bridge transfer.

## 6 Registration periods

1.

Players may only be registered during one of the two annual registration periods fixed by the relevant association. Associations may fix different registration periods for their male and female competitions. 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. Where a contract has been terminated with just cause, FIFA may take provisional measures in order to avoid abuse, subject to article 22.

- a) As an exception to paragraph 1, a female player may be registered by an association outside of a registration period to temporarily replace a female player that has taken maternity leave. The period of the contract of the temporary replacement female player shall, unless otherwise mutually agreed, be from the date of registration until the day prior to the start of the first registration period after the return of the female player that has taken maternity leave.
- b) A female player may be registered by an association outside of a registration period upon completion of her maternity leave (cf. article 18 paragraph 7; and article 18quater) subject to her contractual status.
- c) Associations shall adapt their domestic rules accordingly. However, priority shall be given to ensuring that a female player that has returned from maternity leave is eligible to participate in domestic competitions, and the sporting integrity of the relevant competition.
- d) As a temporary exception to paragraph 1, a professional whose contract has expired or been terminated as a result of COVID-19 has the right to be registered by an association outside a registration period, regardless of the date of expiry or termination.

2.

The first registration period shall begin on the first day of the season. This period may not exceed 12 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 entered into TMS at least 12 months before they come into force (cf. Annex 3). All transfers, whether a national transfer or an international transfer, shall only occur within these registration periods, subject to the exceptions in article 6. 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 and temporary exception provided for in article 6 paragraph 1 – upon submission through the electronic player registration system of a valid application from the club to the relevant association during a registration period.

4.

The provisions concerning registration periods do not apply to competitions in which only amateurs participate. The relevant association shall specify the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition.

## 7

### Player passport

1.

For entitlements related to training rewards that are not governed by the FIFA Clearing House Regulations, existing obligations related to player passports shall remain unchanged, i.e., the registering association is obliged to provide the club with which the player is registered with a player passport containing the relevant details of the player. The player passport shall indicate the club(s) with which the player has been registered since the calendar year of their 12<sup>th</sup> birthday.

2.

For entitlements related to training rewards that are governed by the FIFA Clearing House Regulations, an EPP shall be generated and used as set forth below.

3.

The Electronic Player Passport is an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12<sup>th</sup> birthday. It shall be generated in circumstances as defined in the FIFA Clearing House Regulations.

4.

For the purpose of creating the EPP, member associations shall ensure that reliable, accurate and complete player registration information is made available electronically to FIFA through the FIFA Connect Interface, whenever requested by FIFA through such interface.

## 8

### Application for registration

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

## 9

### International Transfer Certificate

1.

Players registered at one association may only be registered at 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 limit. Any provisions to the contrary shall be null and void. The association issuing the ITC shall lodge a copy with FIFA. The administrative procedures for issuing the ITC are contained in Annex 3 of these regulations.

2.

Associations are forbidden from requesting that an ITC be issued in order to allow a player to participate in friendly matches in the context of a trial.

3.

Except for cases governed by the FIFA Clearing House Regulations, the new association shall inform the association(s) of the club(s) that trained and educated the player between the ages of 12 and 23 (cf. article 7) in writing of the registration of the player as a professional after receipt of the ITC.

4.

An ITC is not required for a player under the age of ten years.

## 10 Loan of professionals

1.

A professional may be loaned for a predetermined period by their club ("former club") to another club ("new club") on the basis of a written agreement. The following rules apply to the loan of professionals:

- a) The clubs shall conclude a written agreement defining the terms of the loan ("loan agreement"), in particular, its duration and financial conditions. The professional may also be a party to the loan agreement
- b) The professional and the new club shall sign a contract covering the duration of the loan. This contract shall acknowledge that the professional is on loan.
- c) During the agreed duration of the loan, the contractual obligations between the professional and the former club shall be suspended unless otherwise agreed in writing.
- d) Subject to article 5 paragraph 4, a loan agreement may be concluded for a minimum duration of the time between two registration periods and a maximum duration of one year. The end date shall fall within one of the registration periods of the association of the former club. Any clause referring to a longer duration of the loan shall not be recognised.
- e) A loan agreement may be extended, subject to the above minimum and maximum durations, with the written consent of the professional.
- f) A new club is prohibited from sub-loaning or permanently transferring a professional to a third club.

2.

Loan agreements with a duration of more than one year which predate the entering into force of these regulations may continue until their contractual expiration. They may be extended only in accordance with article 10 paragraph 1 e).

3.

The loan of a professional is subject to the administrative procedures provided in articles 5-9 and Annex 3.

4.

Where the contract between a professional and the new club has been unilaterally terminated prior to the completion of the duration agreed in the loan agreement:

- a) the professional has the right to return to the former club;
- b) the professional must immediately inform the former club of the premature termination and whether they intend to return to the former club;
- c) if the professional decides to return to the former club, the former club must reintegrate the professional immediately. The contract which was suspended during the loan shall be reinstated from the date of reintegration, and in particular, the former club must remunerate the professional;
- d) rules governing registration at national level must be determined by the association in agreement with domestic football stakeholders.

5.

The terms of article 10 paragraph 4 are without prejudice to:

- a) the operation of article 17 relating to termination of the contract between the professional and the new club;
- b) the operation of article 17, should the former club fail to reintegrate the professional immediately; and

- c) the right of the former club to seek compensation resulting from its obligation to reintegrate the professional. The minimum compensation payable shall be the amount the former club must pay the professional between the date of reintegration and the original completion date of the loan agreement.

6.

The following limitations apply from 1 July 2024:

- a) a club may have a maximum of six professionals loaned out at any given time during a season;
- b) a club may have a maximum of six professionals loaned in at any given time during a season.

7.

The loan of a professional will be exempt from the above limitations if:

- a) the loan occurs before the end of the season of the former club in which the professional turns 21; and
- b) the professional is a club-trained player with the former club.

8.

The following restrictions apply irrespective of age or club-trained status:

- a) a club may have a maximum of three professionals loaned out to a specific club at any given time during a season;
- b) a club may have a maximum of three professionals loaned in from a specific club at any given time during a season.

9.

The following transition period shall apply for the limitations in article 10 paragraph 6:

- a) from 1 July 2022 to 30 June 2023: a maximum of eight professionals for each limitation;
- b) from 1 July 2023 to 30 June 2024: a maximum of seven professionals for each limitation.

## 11

### Unregistered players

Any player not registered at an association who appears for a club in any official match shall be considered to have 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.

## 12

### Enforcement of disciplinary sanctions

1.

Any disciplinary sanction of up to four matches or up to three months that has been imposed on a player by the former association but not yet (entirely) served by the time of the transfer shall be enforced by the new association at which the player has been registered in order for the sanction to be served at domestic level. When issuing the ITC, the former association shall notify the new association via TMS of any such disciplinary sanction that has yet to be (entirely) served.

2.

Any disciplinary sanction of more than four matches or more than three months that has not yet been (entirely) served by a player shall be enforced by the new association that has registered the player only if the FIFA Disciplinary Committee has extended the disciplinary sanction to have worldwide effect. Additionally, when issuing the ITC, the former association shall notify the new association via TMS of any such pending disciplinary sanction.

## 12bis

### Overdue payables

1.

Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.

2.

Any club found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned in accordance with paragraph 4 below.

3.

In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).

4.

Within the scope of its jurisdiction (cf. article 22 to 24), the Football Tribunal may impose the following sanctions:

- a) a warning;
- b) a reprimand;
- c) a fine;
- d) a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.

5.

The sanctions provided for in paragraph 4 above may be applied cumulatively.

6.

A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.

7.

The terms of the present article are without prejudice to the application of further measures in accordance with article 17 in the event of unilateral termination of the contractual relationship.

IV. MAINTENANCE OF CONTRACTUAL STABILITY BETWEEN  
PROFESSIONALS AND CLUBS

## 13 Respect of contract

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

## 14 Terminating a contract with just cause

1.

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

2.

Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.

## 14bis Terminating a contract with just cause for outstanding salaries

1.

In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s).

Alternative provisions in contracts existing at the time of this provision coming into force may be considered.

2.

For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above.

3.

Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above.

The terms of such an agreement shall prevail.

## 15

### Terminating a contract with sporting just cause

An established professional who has, in the course of the season, appeared in fewer than ten per cent of the official matches in which his club has been involved may terminate his contract prematurely on the ground 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 with which he is registered.

## 16

### Restriction on terminating a contract during the season

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

## 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 article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the 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.

Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:

- i. in case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
- ii. in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.
- iii. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail.

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 four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs. This suspension of the sporting sanctions shall, however, not be applicable if the player is an established member of the

representative team of the association he is eligible to represent, and the association concerned is participating in the final competition of an international tournament in the period between the last match and the first match of the next season. Unilateral breach without just cause or sporting just cause after the protected period shall not result in sporting sanctions. Disciplinary measures may, however, be imposed outside the protected period for failure to give notice of termination within 15 days of the last official match of the season (including national cups) of the club with which the player is registered. 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 entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and the provisional measures stipulated in article 6 paragraph 1 of these regulations in order to register players at an earlier stage.

5.

Any person subject to the FIFA Statutes and regulations 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.

# 18

## Special provisions relating to contracts between professionals and clubs

1.

If an intermediary 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 its effective date until 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 the player's current club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to 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 successful medical examination and/or the grant 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.

6.

Contractual clauses granting the club additional time to pay to the professional amounts that have fallen due under the terms of the contract (so-called "grace periods") shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

7.

Female players are entitled to maternity leave during the term of their contract, paid at the equivalent of two thirds of their contracted salary. Where more beneficial conditions are provided in the applicable national law in the country of their club's domicile or an applicable collective bargaining agreement, these beneficial conditions shall prevail.

## V. THIRD-PARTY INFLUENCE AND OWNERSHIP OF PLAYERS' ECONOMIC RIGHTS

### 18bis

#### Third-party influence on clubs

1.

No club shall enter into a contract which enables the counter club/counter clubs, and vice versa, or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.

2.

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

### 18ter

#### Third-party ownership of players' economic rights

1.

No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.

2.

The interdiction as per paragraph 1 comes into force on 1 May 2015.

3.

Agreements covered by paragraph 1 which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.

4.

The validity of any agreement covered by paragraph 1 signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than one year beyond the effective date.

5.

By the end of April 2015, all existing agreements covered by paragraph 1 need to be recorded within the Transfer Matching System (TMS). All clubs that have signed such agreements are required to upload them in their entirety, including possible annexes or amendments, in TMS, specifying the details of the third party concerned, the full name of the player as well as the duration of the agreement.

6.

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

## VI. SPECIAL PROVISIONS RELATING TO FEMALE PLAYERS

# 18quater

Special provisions relating to female players

1.

The validity of a contract may not be made subject to a player being or becoming pregnant during its term, being on maternity leave, or utilising rights related to maternity in general.

2.

If a club unilaterally terminates a contract on the grounds of a player being or becoming pregnant, being on maternity leave, or utilising rights related to maternity in general, the club will be deemed to have terminated the contract without just cause.

a) It shall be presumed, unless proven to the contrary, that the unilateral termination of a contract by a club during a pregnancy or maternity leave occurred as a result of a player being or becoming pregnant.

3.

Where a contract has been terminated on the grounds of the player being or becoming pregnant, as an exception to article 17 paragraph 1:

a) compensation due to a player shall be calculated as follows:

- i. in case the player did not sign any new contract following the termination of her previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
- ii. in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early;
- iii. in either case described above, the player shall be entitled to additional compensation corresponding to six monthly salaries of the prematurely terminated contract;
- iv. collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail;

- b) in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to have unilaterally terminated a contract on the grounds of a player being or becoming pregnant, being on maternity leave, or utilising rights related to maternity in general. The club shall be banned from registering any new female players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and the provisional measures stipulated in article 6 paragraph 1 a) of these regulations in order to register players at an earlier stage;
- c) the sanction provided for in b) above may be applied cumulatively with a fine.

#### 4.

Where a player becomes pregnant, she has the right, during the term of her contract, to:

- a) continue providing sporting services to her club (i.e. playing and training), following confirmation from her treating practitioner and an independent medical professional (chosen by consensus between the player and her club) that it is safe for her to do so. In such cases, her club has an obligation to respect the decision and formalise a plan for her continued sporting participation in a safe manner, prioritising her health and that of the unborn child;
- b) provide employment services to her club in an alternate manner, should her treating practitioner deem that it is not safe for her to continue sporting services, or should she choose not to exercise her right to continue providing sporting services. In such cases, her club has an obligation to respect the decision and work with the player to formalise a plan for her alternate employment. The player shall be entitled to receive her full remuneration, until such time that she utilises maternity leave;
- c) independently determine the commencement date of her maternity leave, taking into consideration the minimum periods provided (cf. Definitions). Any club that pressures or forces a player to take maternity leave at a specific time shall be sanctioned by the FIFA Disciplinary Committee;

- d) return to football activity after the completion of her maternity leave, following confirmation from her treating practitioner and an independent medical professional (chosen by consensus between the player and her club) that it is safe for her to do so. In such cases, her club has an obligation to respect the decision, reintegrate her into footballing activity (cf. article 6 paragraph 1 b)), and provide adequate ongoing medical support. The player shall be entitled to receive her full remuneration following her return to football activity.

5.

A player shall be provided the opportunity to breastfeed an infant and/or express breast milk whilst providing sporting services to her club. Clubs shall provide suitable facilities in accordance with applicable national legislation in the country of a club's domicile or a collective bargaining agreement.

## VII. INTERNATIONAL TRANSFERS INVOLVING MINORS

# 19

## Protection of minors

1.

International transfers of players are only permitted if the player is over the age of 18.

2.

The following five 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.

b) The player is aged between 16 and 18 and:

i. the transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA); or

ii. the transfer takes place between two associations within the same country.

The new club must fulfil the following minimum obligations:

iii. It shall provide the player with an adequate football education and/or training in line with the highest national standards (cf. Annex 4, article 4).

iv. 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 to play professional football.

v. It shall make all necessary arrangements to ensure that the player is looked after in the best possible way (optimum living standards with a host family or in club accommodation, appointment of a mentor at the club, etc.).

vi. It shall, on registration of such a player, provide the relevant association with proof that it is complying with the aforementioned obligations.

- c) The player lives no further than 50km from a national border and the club with 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 headquarters shall be 100km. In such cases, the player must continue to live at home and the two associations concerned must give their explicit consent.
- d) The player is at least temporarily permitted to reside in the country of arrival and/or is recognised by the competent state authorities as vulnerable and requiring state protection by the country of arrival after fleeing their country of origin (or previous country of domicile) for humanitarian reasons, without their parents, due to either of the following:
  - i. their life or freedom being threatened on account of race, religion, nationality, belonging to a particular social group, or political opinion; or
  - ii. any other circumstances where their survival is seriously threatened.

If the minor has been formally recognised as a refugee or a protected person, they may be registered with a professional club or purely amateur club. There are no restrictions on any subsequent national transfer of the minor prior to their turning 18.

If the minor has been formally recognised as asylum seeker or has been recognised by the competent state authorities as vulnerable in accordance with article 19 paragraph d) above, they may only be registered with a purely amateur club. They may be the subject of a subsequent national transfer, but are not permitted to register with a professional club until they turn 18.

- e) The player is a student and moves without his parents to another country temporarily for academic reasons in order to undertake an exchange programme. The duration of the player's registration for the new club until he turns 18 or until the end of the academic or school programme cannot exceed one year. The player's new club may only be a purely amateur club without a professional team or without a legal, financial or de facto link to a professional club.

### 3.

The provisions of this article shall also apply to any player who has never previously been registered with a club, is not a national of the country where the association at which he wishes to be registered for the first time is domiciled, and has not lived continuously for at least the last five years in said country.

4.

Where a minor player is at least ten years old, the Players' Status Chamber of the Football Tribunal must approve:

- a) their international transfer according to paragraph 2;
- b) their first registration according to paragraph 3; or
- c) their first registration, where the minor player is not a national of the country where the association at which they wish to be registered is domiciled and has lived continuously for at least the last five years in that country.

5.

Approval pursuant to paragraph 4 is required prior to any request for an ITC and/or a first registration by an association.

6.

Where a minor player is under ten years old, it is the responsibility of the association that intends to register the player – as per the request of its affiliated club – to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c). Such verification shall be made prior to any registration.

7.

An association may apply to the Players' Status Chamber of the Football Tribunal for a limited minor exemption ("LME").

- a) An LME, if granted, relieves an association, under specific terms and conditions and solely for amateur minor players who are to be registered with purely amateur clubs, from the application obligations set out in paragraph 4.
- b) In such a case, prior to any request for an ITC and/or a first registration, the association concerned is required to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c).

8.

A club that has registered a minor player following a national transfer, international transfer or first registration shall:

- owe a duty of care to the minor;
- take any reasonable measures to protect and safeguard the minor from any possible abuse; and
- ensure that the minor is provided with an opportunity to obtain an academic education (according to the highest national standards) that allows them to pursue a career other than football.

9.

The procedures for applying to the Players' Status Chamber of the Football Tribunal for the matters described in this article are contained in the Procedural Rules Governing the Football Tribunal.

## 19bis

### Registration and reporting of minors at academies

1.

Clubs that operate an academy (within their own structure and/or through a separate entity with legal, financial or de facto links to the club) are obliged to report all minors who attend the academy (registered with the club or not) to the association with which the club concerned is affiliated. When an academy is operated outside the territory of the club's respective association, the reporting shall be made by the club to the association on whose territory the academy operates

2.

Each association shall request all academies without legal, financial or de facto links to a club (private academies) operating on its territory to report all minors who attend the academy to the association. Each association shall report any wrongdoing occurring at private academies of which it becomes aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.

3.

Each association shall keep a register of players, comprising at least the following information: full name (first, middle and last names), nationality, date of birth, country of origin (or previous country of domicile), agent (if any) and club operating the respective academy, regarding the minors who have been reported to it by clubs or academies.

4.

A club that wishes to collaborate with a private academy shall:

- i. report such collaboration to the association with which the club is affiliated;
- ii. ensure that the private academy reports its players to the association where the academy operates;
- iii. before entering into a contract with a private academy, ensure that the private academy takes proper measures to protect and safeguard minors; and
- iv. report any wrongdoing of which it may become aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.

5.

Through the act of reporting, academies and players undertake to practise football in accordance with the FIFA Statutes, and to respect and promote the ethical principles of organised football.

6.

Associations shall report to FIFA each minor that attends an academy within the territory they govern where the minor:

- i. is not a national of the country where the association is domiciled; and
- ii. has not lived continuously for at least the last five years in that country.

Such reports shall contain a *prima facie* assessment of whether the minor meets the requirements of article 19.

7.

Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.

# 19ter

## Trials

### General conditions for all triallists

1.

A club may invite a player to trial with it for a defined period of time. A professional (within the meaning of art. 2 herein) may only trial with another club with the express written permission of their current club.

2.

The club and the invited player shall agree on the conditions of the trial (e.g. payment for accommodation, travel, meals and daily expenses) on the FIFA Trial Form before the trial commences. A complete and duly signed FIFA Trial Form must be lodged in FIFA TMS by the club at the latest ten days before the trial commences.

3.

During a trial, the club owes a duty of care to the triallist. In particular, the club shall provide the triallist with, and cover the cost of, any necessary medical treatment for injuries sustained while performing activities within the trial.

4.

The maximum duration of a trial for players aged 21 and below shall be eight weeks, consecutive or non-consecutive, per club in any one season. The maximum duration of a trial for players over the age of 21 shall be three weeks, consecutive or non-consecutive, per club in any one season.

5.

A player on trial is only permitted to participate in friendly matches and any activity that does not fall within the scope of organised football. Such friendly matches must take place during the duration of the relevant trial.

6.

Any person subject to the FIFA Statutes is prohibited from requesting, offering, and/or receiving any payment whatsoever connected to a trial, without prejudice to the agreement between the club and the triallist on the conditions of the trial, according to paragraph 2 above.

7.

Clubs having a player on trial are not entitled to receive training rewards for the period during which a player is on trial with that club.

### Conditions specific to minor triallists

8.

In addition to the general conditions, a minor may only trial with a club provided that:

- a) the date the trial period begins occurs during the season of:
  - i. the minor triallist's 16th birthday; or
  - ii. the minor triallist's 15th birthday if both the minor's and the club's domicile are located in Europe;
- b) the club obtains express written permission from the minor triallist's parents;
- c) the club designates an employee within the club to be the point of contact for the minor triallist;
- d) the club ensures that the minor triallist is provided with optimum accommodation and living standards and adequate coverage of expenses; and
- e) for amateur minor players below the age of 16, the current club of the minor is informed of the trial and provided with the complete and duly signed FIFA Trial Form.

9.

A minor may only attend two trials per calendar year, each of them subject to the maximum duration stipulated in article 19ter paragraph 4.

### Other matters

10.

Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level, in accordance with national law, may deviate from the minimum standards stipulated above and/or establish additional conditions when a player may leave his current club to attend a trial.

### Sanctions

11.

Any failure to fulfil a condition agreed in a FIFA Trial Form or to upload a complete and duly signed FIFA Trial Form and/or any violation of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code. In such proceedings, both the triallist and the club concerned will have the procedural status of a party before the Disciplinary Committee.

## VIII. TRAINING COMPENSATION AND SOLIDARITY MECHANISM

### 20

#### Training compensation

Training compensation shall be paid to a player's training club(s): (1) when a player is registered for the first time as a professional, and (2) each time a professional is transferred until the end of the calendar year of his 23<sup>rd</sup> 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. The principles of training compensation shall not apply to women's football.

### 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 former club (solidarity contribution). The provisions concerning solidarity contributions are set out in Annex 5 of these regulations.

## IX. JURISDICTION

# 22 Competence of FIFA

1.

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

- a) disputes between clubs and players in relation to the maintenance of contractual stability (articles 13-18) where there has been an ITC request and a claim from an interested party in relation to said ITC request, in particular regarding the issue of the ITC, sporting sanctions or compensation for breach of contract;
- b) employment-related disputes between a club and a player of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of players and clubs;
- c) employment-related disputes between a club or an association and a coach of an international dimension; the aforementioned parties may, however, explicitly opt in writing for such disputes to be decided by an independent arbitration tribunal that has been established at national level within the framework of the association and/or a collective bargaining agreement. Any such arbitration clause must be included either directly in the contract or in a collective bargaining agreement applicable on the parties. The independent national arbitration tribunal must guarantee fair proceedings and respect the principle of equal representation of coaches and clubs;
- d) disputes relating to training compensation (article 20) and the solidarity mechanism (article 21) between clubs belonging to different associations, that are not governed by the FIFA Clearing House Regulations;
- e) disputes relating to training compensation (article 20) and the solidarity mechanism (article 21) between clubs belonging to the same association provided that the transfer of a player at the basis of the dispute occurs between clubs belonging to different associations, that are not governed by the FIFA Clearing House Regulations;

- f) matters of legal or factual complexity in an EPP review process in accordance with article 10 paragraph 3 of the FIFA Clearing House Regulations and disputes between clubs in accordance with article 18 paragraph 2 of the FIFA Clearing House Regulations; and
- g) disputes between clubs belonging to different associations that do not fall within the cases provided for in a), d), e) and f).

2.

FIFA is competent to decide regulatory applications made pursuant to these regulations or any other FIFA regulations.

## 23

### Football Tribunal

1.

The Dispute Resolution Chamber of the Football Tribunal shall adjudicate on any of the cases described in article 22 paragraphs 1 a), b), d), e), and f).

2.

The Players' Status Chamber of the Football Tribunal shall adjudicate on any of the cases described in article 22 paragraphs 1 c) and g), and 2.

3.

The Football Tribunal shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined ex officio in each individual case.

4.

The procedures for lodging claims in relation to the disputes described in article 22 are contained in the Procedural Rules Governing the Football Tribunal.

## 24

### Consequences for failure to pay relevant amounts in due time

1.

When:

- a) the Football Tribunal orders a party (a club or a player) to pay another party (a club or a player), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision;

- b) parties to a dispute accept (or do not reject) a proposal made by the FIFA general secretariat pursuant to the Procedural Rules Governing the Football Tribunal, the consequences of the failure to pay the relevant amounts in due time shall be included in the confirmation letter.

2.

Such consequences shall be the following:

- a) Against a club: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods, subject to paragraph 7 below;
- b) Against a player: a restriction on playing in official matches up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months on playing in official matches, subject to paragraph 7 below.

3.

Such consequences may be excluded where the Football Tribunal has:

- a) imposed a sporting sanction on the basis of article 12bis, 17 or 18quater in the same case; or
- b) been informed that the debtor club was subject to an insolvency-related event pursuant to the relevant national law and is legally unable to comply with an order.

4.

Where such consequences are applied, the debtor must pay the full amount due (including all applicable interest) to the creditor within 45 days of notification of the decision.

5.

The 45-day time limit shall commence from notification of the decision or confirmation letter.

- a) The time limit is paused by a valid request for the grounds of the decision. Following notification of the grounds of the decision, the time limit shall recommence.
- b) The time limit is also paused by an appeal to the Court of Arbitration for Sport.

6.

The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.

## 7.

Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:

- a) the creditor may request that FIFA enforce the consequences;
- b) upon receipt of such request, FIFA shall inform the debtor that the consequences shall apply;
- c) the consequences shall apply immediately upon notification by FIFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first "entire" registration period for the purposes of paragraph 2 a);
- d) the consequences may only be lifted in accordance with paragraph 8 below.

## 8.

Where the consequences are enforced, the debtor must provide proof of payment to FIFA of the full amount (including all applicable interest), in order for them to be lifted.

- a) Upon receipt of the proof of payment, FIFA shall immediately request that the creditor confirm receipt of full payment (including all applicable interest) within five days.
- b) Upon receipt of confirmation from the creditor, or after expiry of the time limit in the case of no response, FIFA shall notify the parties that the consequences are lifted.
- c) The consequences shall be lifted immediately upon notification by FIFA.
- d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving.

## 25

### Implementation of decisions and confirmation letters

## 1.

The sporting successor of a debtor shall be considered the debtor and be subject to any decision or confirmation letter issued by the Football Tribunal. The criteria to assess whether an entity is the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition.

2.

Where a debtor is instructed to pay a creditor a sum of money (outstanding amounts or compensation) by the Football Tribunal:

- a) payment is made when the debtor pays the full amount instructed (including any applicable interest) to the creditor;
- b) payment is not deemed to have been made where the debtor makes any unilateral deduction from the full amount instructed (including any applicable interest).

3.

The following actions do not contravene a registration ban described in article 12bis, 17, 18quater, or 24:

- a) the return from loan of a professional, solely where the loan agreement expires naturally;
- b) the extension of the loan of a professional, beyond the natural expiry of the loan agreement;
- c) the definitive engagement of a professional who was temporarily registered for the club directly prior to the registration ban being imposed;
- d) the registration of a professional who was already registered with the club as an amateur directly prior to the registration ban being imposed.

## X. FINAL PROVISIONS

## 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.

- a) Any case that has been brought to FIFA for which a decision is still pending as at 1 October 2021 from the Players' Status Committee, Dispute Resolution Chamber, or any of their sub-committees, shall be decided by the relevant chamber of the Football Tribunal in accordance with the Procedural Rules Governing the Football Tribunal;
- b) The transitory provisions of the Procedural Rules Governing the Football Tribunal shall apply to those cases.

2.

As a general rule, 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 mechanism.

Any cases not subject to this general rule shall be assessed according to 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 article 1 to ensure that they comply with these regulations and shall submit them to FIFA for approval. Notwithstanding the foregoing, each member association shall implement article 1 paragraph 3 a).

## 27 Matters not provided for

Any matters not provided for in these regulations and cases of force majeure shall be decided by the FIFA Council whose decisions are final.

## 28 Official languages

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

## 29 Enforcement

These regulations were approved by the FIFA Council on 22 October 2022 and come into force on 16 November 2022.

Temporary amendments approved by the FIFA Council as a result of the COVID-19 pandemic will be periodically reviewed and removed accordingly.

Temporary amendments approved by the FIFA Council as a result of the war in Ukraine will be periodically reviewed and removed accordingly.

22 October 2022

For the FIFA Council

President:  
Gianni Infantino

Secretary General:  
Fatma Samoura

## ANNEXE 1

### Release of players to association teams

## 1

### Principles for men's football

1.

Clubs are obliged to release their registered players to the representative teams of the country for which the player is eligible to play on the basis of his nationality if they are called up by the association concerned. Any agreement between a player and a club to the contrary is prohibited.

2.

The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA World Cup™, the FIFA Confederations Cup and the championships for "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation.

3.

After consultation with the relevant stakeholders, FIFA publishes the international match calendar for the period of four or eight years. It will include all international windows for the relevant period (cf. paragraph 4 below). Following the publication of the international match calendar only the final competitions of the FIFA World Cup™, the FIFA Confederations Cup and the championships for "A" representative teams of the confederations will be added.

4.

An international window is defined as a period of nine days starting on a Monday morning and ending on Tuesday night the following week (subject to the temporary exceptions below), which is reserved for representative teams' activities. During any international window a maximum of two matches may be played by each representative team (subject to the temporary exceptions below), irrespective of whether these matches are qualifying matches for an international tournament or friendlies. The pertinent matches can be scheduled any day as from Wednesday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday or Saturday/Tuesday).

- i. During the international window scheduled for March 2022, for associations affiliated to OFC:

- a) the international window is extended by one day; and
  - b) a maximum of three matches may be played by each representative team.
- ii. During the international window scheduled for March 2022, for associations affiliated to CONCACAF:
    - a) the international window is extended by one day; and
    - b) a maximum of three matches may be played by each representative team.

5.

Representative teams shall play the two matches (subject to the temporary exceptions set out in paragraph 4 of this article) within an international window on the territory of the same confederation, with the only exception of intercontinental play-off matches. If at least one of the two matches is a friendly, they can be played in two different confederations only if the distance between the venues does not exceed a total of five flight hours, according to the official schedule of the airline, and two time-zones.

6.

It is not compulsory to release players outside an international window or outside the final competitions (as per paragraph 2 above) included in the international match calendar. It is not compulsory to release the same player for more than one "A" representative team final competition per year. Exceptions to this rule can be established by the FIFA Council for the FIFA Confederations Cup only.

7.

For international windows, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning following the end of the international window, subject to the temporary exception below. For a final competition in the sense of paragraphs 2 and 3 above, players must be released and start the travel to their representative team no later than Monday morning the week preceding the week when the relevant final competition starts and must be released by the association in the morning of the day after the last match of their team in the tournament.

- i. During the international windows that have been extended in accordance with paragraphs 4 i. and ii., players must start the travel back to their club no later than the morning following the end of the international window.

8.

The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 7 above.

9.

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 period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities 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 outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.

10.

If a player does not resume duty with his club by the deadline stipulated in this article, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide that the next time the player is called up by his association the period of release shall be shortened as follows:

- a) international window: by two days;
- b) final competition of an international tournament: by five days.

11.

In the event of a repeated violation of these provisions, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide to:

- a) issue a fine;
- b) further reduce the period of release;
- c) ban the association from calling up the player(s) for subsequent representative-team activities.

# 1bis

## Principles for women's football

1.

Clubs are obliged to release their registered players to the representative teams of their country for which the player is eligible to play on the basis of her nationality if they are called up by the association concerned. Any agreement between the player and a club to the contrary is prohibited.

2.

The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the women's international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA Women's World Cup™, the Women's Olympic Football Tournament, the championships for women's "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation, and the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament.

3.

After consultation with the relevant stakeholders, FIFA publishes the women's international match calendar for a period of four years. It will include all international windows for the relevant period (cf. paragraph 4 below), as well as the final competitions of the FIFA Women's World Cup™, the Women's Olympic Football Tournament and blocked periods for the championships for women's "A" representative teams of the confederations as well as for the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament. Following the publication of the women's international match calendar, only the specific dates for the championships for women's "A" representative teams of the confederations and the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament will be added within the respective blocked periods. The championships for the women's "A" representative teams of the confederations and the final-round qualification tournaments for the Women's Olympic Football Tournament must be played within the respective stipulated blocked periods and confederations are required to notify FIFA of the dates, in writing, at the latest two years in advance of the respective championships for women's "A" representative teams or final-round tournament.

## 4.

There are three types of international windows:

- a) Type I is defined as a period of nine days starting on a Monday morning and ending on a Tuesday night the following week, which is reserved for representative teams' activities. During the type I international window, a maximum of two matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. The pertinent matches can be scheduled on any day as from Wednesday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday or Saturday/Tuesday).
- b) Type II is defined as a period of ten days starting on a Monday morning and ending on Wednesday night the following week, which is reserved for friendly tournaments of the representative teams and qualifying matches. During the type II international window, a maximum of three matches may be played by each representative team. The pertinent matches can be scheduled on any day as from Thursday during the international window, provided that a minimum of two full calendar days are left between two matches (e.g. Thursday/Sunday/Wednesday).
- c) Type III is defined as a period of 13 days starting on Monday morning and ending on Saturday night the following week, which is reserved exclusively for qualifying matches for the championships of the women's "A" representative teams of the confederations. During the type III international window, a maximum of four matches may be played by each representative team. The pertinent matches can be scheduled on any day as from Thursday during the international window, provided that a minimum of two full calendar days are left between matches (e.g. Thursday/Sunday/Wednesday/Saturday).

## 5.

It is not compulsory to release players outside an international window or outside the competitions listed in paragraph 2 above that are included in the women's international match calendar.

## 6.

For all three types of international windows, players must be released and start the travel to join their representative team no later than Monday morning and must start the travel back to their club no later than the next Wednesday morning (type I), the next Thursday morning (type II) or the next Sunday morning (type III) following the end of

the international window. For the confederations' final-round qualification tournaments for the Women's Olympic Football Tournament, players must be released and start the travel to join their representative team no later than Monday morning before the opening match of the qualification tournament and must be released by the association on the morning of the day after the last match of their team in the tournament. For the latter qualification tournaments, the maximum total period of release (between leaving Monday morning and the day of release back to the club by the association) is 16 days. For the other final competitions in the sense of paragraphs 2 and 3 above, players must be released and start the travel to their representative team no later than the Monday morning of the week preceding the week when the relevant final competition starts, and must be released by the association on the morning of the day after the last match of their team in the tournament.

7.

The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 6 above.

8.

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 period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities 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 outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.

9.

If a player does not resume duty with her club by the deadline stipulated in this article, at the request of her club, the Players' Status Chamber of the Football Tribunal may decide that the next time the player is called up by her association the period of release shall be shortened as follows:

- a) international window: by two days;
- b) final competition of an international tournament: by five days.

10.

In the event of a repeated violation of these provisions, at the request of her club, the Players' Status Chamber of the Football Tribunal may decide to:

- a) issue a fine;
- b) further reduce the period of release;
- c) ban the association from calling up the player(s) for subsequent representative-team activities.

## 1ter

### Principles for futsal

1.

Clubs are obliged to release their registered players to the representative teams of the country for which the player is eligible to play on the basis of his nationality if they are called up by the association concerned. Any agreement between a player and a club to the contrary is prohibited.

2.

The release of players under the terms of paragraph 1 of this article is mandatory for all international windows listed in the futsal international match calendar (cf. paragraphs 3 and 4 below) as well as for the final competitions of the FIFA Futsal World Cup and of the championships for "A" representative teams of the confederations, subject to the relevant association being a member of the organising confederation.

3.

After consultation with the relevant stakeholders, FIFA publishes the futsal international match calendar for the period of four years. It will include all international windows for the relevant period (cf. paragraph 4 below). Following the publication of the futsal international match calendar, only the final competitions of the FIFA Futsal World Cup and of the championships for "A" representative teams of the confederations will be added.

4.

There are two types of international windows:

- a) Type I is defined as a period of ten days starting on a Monday morning and ending on Wednesday night the following week, which is reserved for representative teams' activities. During a Type I international window, a maximum of four matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. Representative teams can play the maximum of four matches within an international window of Type I in no more than two confederations.
- b) Type II is defined as a period of four days starting on a Sunday morning and ending on Wednesday night the following week, which is reserved for representative teams' activities. During a Type II international window, a maximum of two matches may be played by each representative team, irrespective of whether these matches are qualifying matches for an international tournament or friendlies. Representative teams shall play the maximum of two matches within an international window of Type II on the territory of the same confederation.

5.

It is not compulsory to release players outside an international window or outside the final competitions as per paragraph 2 above included in the futsal international match calendar.

6.

For both types of international windows, players must be released and start the travel to join their representative team no later than the first morning of the window (i.e. Sunday or Monday, respectively), and must start the travel back to their club no later than the Thursday morning following the end of the international window. For a final competition of the championships for "A" representative teams of the confederations, players must be released and start the travel to their representative team in the morning 12 days before the relevant final competition starts and must be released by the association in the morning of the day after the last match of their team in the tournament. For the FIFA Futsal World Cup, players must be released and start the travel to their representative team in the morning 14 days before the World Cup starts and must be released by the association in the morning of the day after the last match of their team in the tournament.

7.

The clubs and associations concerned may agree a longer period of release or different arrangements with regard to paragraph 6 above.

8.

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 period for which they had to be released. This period shall be extended to 48 hours if the representative teams' activities 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 outbound and return schedule ten days before the start of the release period. Associations shall ensure that players are able to return to their clubs on time after the match.

9.

If a player does not resume duty with his club by the deadline stipulated in this article, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide that the next time the player is called up by his association the period of release shall be shortened as follows:

- a) international windows: by two days;
- b) final competition of an international tournament: by five days.

10.

In the event of a repeated violation of these provisions, at the request of his club, the Players' Status Chamber of the Football Tribunal may decide to:

- a) issue a fine;
- b) further reduce the period of release;
- c) ban the association from calling up the player(s) for subsequent representative-team activities.

## 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 incurred by the player as a result of the call-up.

3.

The club with 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.

4.

If a professional player participating in eleven-a-side football suffers during the period of his release for an international "A" match a bodily injury caused by an accident and is, as a consequence of such an injury, temporarily totally disabled, the club with which the player concerned is registered will be indemnified by FIFA. The terms and conditions of the indemnification, including the loss-handling procedures, are set forth in the Technical Bulletin – Club Protection Programme.

## 3 Calling up players

1.

As a general rule, every player registered with 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 must notify the player in writing at least 15 days before the first day of the international window (cf. Annexe 1, article 1 paragraph 4) in which the representative teams' activities for which he is required will take place. Associations wishing to call up a player for the final competition of an international tournament must notify the player in writing at least 15 days before the beginning of the relevant release period. The player's club shall also be informed in writing at the same time. Equally, associations are advised to copy the association of the clubs concerned into the summons. 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 at which the player is registered has 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.

## 4

### Injured players

A player who due to injury or illness is unable to comply with a call-up from the association that he is eligible to represent on the basis of his nationality 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 at which he is registered.

## 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, plus an additional period of five days.

## 6

### Disciplinary measures

Violations of any of the provisions set forth in this annex shall result in the imposition of disciplinary measures to be decided by the FIFA Disciplinary Committee based on the FIFA Disciplinary Code.

## ANNEXE 2

### Rules for the employment of coaches

#### 1

##### Scope

1.

This annexe lays down rules concerning contracts between coaches and professional clubs or associations.

2.

This annexe applies to coaches that are:

- a) paid more for their coaching activity than the expenses they effectively incur; and
- b) employed by a professional club or an association.

3.

This annexe applies equally to football and futsal coaches.

4.

Each association shall include in its regulations appropriate means to protect contractual stability between coaches and clubs or associations, paying due respect to mandatory national law and collective bargaining agreements.

#### 2

##### Employment contract

1.

A coach must have a written contract with a club or an association, executed on an individual basis.

2.

A contract shall include the essential elements of an employment contract, such as inter alia the object of the contract, the rights and obligations of the parties, the status and occupation of the parties, the agreed remuneration, the duration of the contract and the signatures of each party.

3.

If a football intermediary is involved in the negotiation of a contract, they shall be named in that contract.

4.

The validity of a contract may not be made subject to:

- a) the granting of a work or residence permit;
- b) the requirement to hold a specific coaching licence; or
- c) other requirements of an administrative or regulatory nature.

5.

In their employment process, clubs and associations must act with due diligence in order to ensure that the coach meets the necessary requirements to be engaged (e.g. holding the required coaching licence) and performs their duties.

6.

Contractual clauses granting the club or the association additional time to pay the coach amounts that have fallen due under the terms of the contract ("grace periods") shall not be recognised. Grace periods contained in collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law shall, however, be legally binding and recognised. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

## 3

### Respect of contracts

A contract may only be terminated upon expiry of its term or by mutual agreement.

## 4

### Terminating a contract with just cause

1.

A contract may be terminated by either party without the payment of compensation where there is just cause.

2.

Any abusive conduct of a party aimed at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty to terminate the contract with just cause.

## 5

### Terminating a contract with just cause for outstanding salaries

1.

In the case of a club or association unlawfully failing to pay a coach at least two monthly salaries on their due dates, the coach will be deemed to have a just cause to terminate their contract, provided that they have put the debtor club or association in default in writing and granted a deadline of at least 15 days for the debtor club or association to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.

2.

For any salaries of a coach which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the coach to terminate their contract, subject to compliance with the notice of termination as per paragraph 1 above.

3.

Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail.

## 6

### Consequences of terminating a contract without just cause

1.

In all cases, the party in breach shall pay compensation.

2.

Unless otherwise provided for in the contract, compensation for the breach shall be calculated as follows:

### Compensation due to a coach

- a) In case the coach did not sign any new contract following the termination of their previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.
- b) In case the coach signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the "Mitigated Compensation"). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the coach shall be entitled to an amount corresponding to three monthly salaries (the "Additional Compensation"). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the residual value of the prematurely terminated contract.
- c) Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail.

### Compensation due to a club or an association

- d) Compensation shall be calculated on the basis of the damages and expenses incurred by the club or the association in connection with the termination of the contract, giving due consideration, in particular, to the remaining remuneration and other benefits due to the coach under the prematurely terminated contract and/or due to the coach under any new contract, the fees and expenses incurred by the former club (amortised over the term of the contract), and the principle of the specificity of sport.

3.

Entitlement to compensation cannot be assigned to a third party.

4.

Any person subject to the FIFA Statutes who acts in a manner designed to induce a breach of contract between a coach and a club or association shall be sanctioned.

# 7

## Overdue payables

1.

Clubs and associations are required to comply with their financial obligations towards coaches as per the terms stipulated in the contracts signed with their coaches.

2.

Any club or association found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned in accordance with paragraph 4 below.

3.

In order for a club or an association to be considered to have overdue payables in the sense of the present article, the creditor coach must have put the debtor club or association in default in writing and have granted a deadline of at least ten days for the debtor club or association to comply with its financial obligation(s).

4.

Within the scope of its jurisdiction, the Football Tribunal may impose the following sanctions:

a) a warning;

b) a reprimand;

c) a fine.

5.

The sanctions provided for in paragraph 4 above may be applied cumulatively.

6.

A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.

7.

The terms of the present article are without prejudice to the payment of compensation in accordance with article 6 paragraph 2 above in the event of unilateral termination of the contractual relationship.

## 8

### Consequences for failure to pay relevant amounts in due time

1.

When:

- a) the Football Tribunal orders a party (a club, a coach or an association) to pay another party (a club, a coach or an association) a sum of money (outstanding amounts or compensation), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision;
- b) parties to a dispute accept (or do not reject) a proposal made by the FIFA general secretariat pursuant to the Procedural Rules Governing the Football Tribunal, the consequences of the failure to pay the relevant amounts in due time shall be included in the confirmation letter.

2.

Such consequences shall be the following:

- a) Against a club: a ban from registering any new players, either nationally or internationally, up until the due amounts are paid. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods, subject to paragraph 7 below.
- b) Against an association: a restriction on receiving a percentage of development funding, up until the due amounts are paid, subject to paragraph 7 below.
- c) Against a coach: a restriction on any football-related activity up until the due amounts are paid. The overall maximum duration of the restriction shall be of up to six months, subject to paragraph 7 below.

3.

Such consequences may be excluded where the Football Tribunal has been informed that the debtor club or association was subject to an insolvency-related event pursuant to the relevant national law and is legally unable to comply with an order.

4.

Where such consequences are applied, the debtor must pay the full amount (including all applicable interest) due to the creditor within 45 days of notification of the decision.

5.

The 45-day time limit shall commence from notification of the decision or confirmation letter.

- a) The time limit is paused by a valid request for grounds of the decision. Following notification of the grounds of the decision, the time limit shall recommence.
- b) The time limit is also paused by an appeal to the Court of Arbitration for Sport.

6.

The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.

7.

Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:

- a) the creditor may request that FIFA enforce the consequences;
- b) upon receipt of such request, FIFA shall inform the debtor that the consequences shall apply;
- c) the consequences shall apply immediately upon notification by FIFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first "entire" registration period for the purposes of paragraph 2 a);
- d) the consequences may only be lifted in accordance with paragraph 8 below.

8.

Where the consequences are enforced, the debtor must provide proof of full payment (including all applicable interest) to FIFA, for the consequences to be lifted.

- a) Upon receipt of the proof of payment, FIFA shall immediately request that the creditor confirm receipt of full payment within five days.
- b) Upon receipt of confirmation from the creditor, or after expiry of the time limit in the case of no response, FIFA shall notify the parties that the consequences are lifted.

- c) The consequences shall be lifted immediately upon notification by FIFA.
- d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving.

9.

For the avoidance of doubt, the provisions set out in article 25 apply equally to this annex.

## ANNEXE 3

### International transfer of players and transfer matching system

#### TITLE I. GENERAL RULES

## 1 Objectives

1.

The transfer matching system (TMS) is designed to fulfil the objectives of the football transfer system.

2.

TMS also has the following specific objectives:

- a) To monitor and regulate the procedure for the international transfers of players;
- b) To provide football authorities with information concerning the football transfer system;
- c) To increase the transparency, efficiency and credibility of the international football transfer system;
- d) To clearly distinguish between the different payments in relation to international player transfers; and
- e) To guarantee the protection of minors.

## 2 Scope

1.

This annex governs the procedure for the international transfer of players in TMS.

2.

It is mandatory for associations and clubs to use TMS for the international transfer of professional and amateur players in eleven-a-side football.

3.

FIFA provides free access to TMS to associations and clubs. No one shall be charged for any activity performed in TMS.

## TITLE II. TMS users

### 3 General provisions

1.

In the context of the international transfer of players, TMS users will be authorised to perform actions in TMS on behalf of a club or an association, in line with the permissions granted to each of them by FIFA.

2.

The FIFA general secretariat is authorised to perform actions provided for in this annex.

### 4 Procedure to obtain access to TMS

1.

Only users authorised by FIFA shall have access to TMS.

#### Associations

2.

To access TMS for the first time, an association shall appoint at least two TMS users, who shall undergo training provided by FIFA.

3.

An association may appoint a new TMS user at any time. The new TMS user shall be trained by an existing authorised TMS user of the association. Upon completion of the training, the association shall submit a new user request via TMS.

#### Clubs

4.

To access TMS for the first time, a club shall appoint at least one TMS user, who shall undergo training provided by the association to which the club is affiliated. Upon completion of the training, the association shall submit a new user request via TMS.

5.

A club may appoint a new TMS user at any time. The new TMS user shall be trained by an existing authorised TMS user of the club, or in the absence of any existing TMS users, by the association to which the club is affiliated. Upon completion of the training, the association shall submit a new user request via TMS.

## 5 TMS user requirements

1.

To be eligible as a TMS user, an individual:

- a) shall be a direct employee of the relevant club or association. In the absence of employees, a volunteer or executive member could be permissible;
- b) shall be trained to use TMS by a TMS user of the relevant association or club, or by completing the TMS e-learning training programme;
- c) shall have basic computer skills;
- d) shall have a good working knowledge of at least one of the following official FIFA languages: English, French or Spanish;
- e) shall pass a background check run by FIFA, ensuring in particular that the prospective user has never been convicted of a criminal charge regarding matters related to: organised crime, drug trafficking, corruption, bribery, money laundering, tax evasion, fraud, match manipulation, misappropriation of funds, conversion, breach of fiduciary duty, forgery, legal malpractice, sexual abuse, violent crimes, harassment, exploitation of child or vulnerable young adult trafficking, and/or similar;
- f) cannot be an active TMS user for more than one organisation at the same time;
- g) cannot hold any position or perform any activity that could generate a conflict of interest;
- h) cannot be a professional football player;
- i) cannot be a football agent;
- j) shall provide a personal email address (corporate if possible) that is not general or shared; and
- k) shall be 18 years of age or older.

2.

An association may define additional minimum requirements for TMS users within its jurisdiction.

### TITLE III. Obligations

## 6

### General obligations: clubs and associations

1.

Clubs and associations are responsible for all actions undertaken by their respective appointed TMS users.

2.

Clubs and associations shall always:

- a) act in good faith;
- b) abide by the FIFA Statutes and all FIFA regulations;
- c) inform FIFA of any suspected breaches of FIFA regulations;
- d) maintain confidentiality over all data in TMS, apply the highest degree of care to guarantee complete confidentiality and only use confidential data for the purpose of completing player transfers in which they are directly involved;
- e) ensure that only their authorised TMS users may access TMS on their behalf;
- f) check TMS at regular intervals to ensure they are in a position to comply with their obligations at all time;
- g) perform pending actions in TMS without delay;
- h) ensure that they have all of the necessary equipment, training and know-how to fulfil their obligations;
- i) use TMS only for the purposes set out in the FIFA regulations;
- j) ensure that the email address of any authorised TMS user is valid and always kept up to date;
- k) request the deactivation of an account of an authorised TMS user who is no longer authorised to use TMS on their behalf;
- l) ensure that all information entered is true and correct;

- m) ensure that all documents uploaded in TMS are authentic, complete and legible. Documents uploaded shall conform to the type requested (e.g. an “employment contract” shall not be uploaded in the “transfer agreement” section). Documents shall be uploaded in PDF format; and
- n) if requested by the FIFA general secretariat, upload a translation of a document (or an excerpt thereof) into one of the following official languages of FIFA: English, French or Spanish.

3.

To ensure that clubs and associations are fulfilling their obligations in respect of this annex, the FIFA general secretariat shall investigate matters in relation to international transfers. Clubs and associations shall collaborate in the event of an investigation being carried out by FIFA concerning international transfers of players and the clubs' and associations' use of TMS. In particular, they shall collaborate to establish the facts and comply, within the granted deadline, with requests for any documents, information or any other materials of any nature held by them or, if not held by them, which they are entitled to obtain within the time limits established by FIFA.

## 7

### Specific obligations: clubs

Clubs with access to TMS shall:

- a) always have at least one TMS user;
- b) ensure that their contact details (postal address, telephone, and email address) are valid and always kept up to date;
- c) ensure that their own bank account details are valid and always kept up to date;
- d) enter and confirm transfer instructions and (where applicable) ensure that the required information matches (cf. art. 10 of this annex); and
- e) declare all payments made in the context of an international transfer.

## 8

### Specific obligations: associations

1.

Associations shall:

- a) monitor the activity of their affiliated clubs in TMS to verify compliance with this annexe, and inform FIFA about any potential infringements;
- b) always have at least two authorised TMS users;
- c) provide their affiliated clubs with ongoing TMS training;
- d) ensure that their contact details (postal address, telephone number and email address) and those of their affiliated clubs are valid and always kept up to date;
- e) ensure that their bank account details are valid and always kept up to date;
- f) enter the training category of their affiliated clubs;
- g) ensure that their affiliated clubs and registered players are assigned a FIFA ID and, when required, resolve duplicate entries concerning their affiliated clubs and registered players without delay;
- h) confirm or reject newly created players (cf. art. 13 of this annexe);
- i) carry out the ITC procedure (cf. art. 11 of this annexe);
- j) enter transfers of amateur players on behalf of affiliated clubs that do not have access to TMS (cf. art. 10 of this annexe); and
- k) enter all required data related to dates of competitions, seasons and registration periods, as applicable (cf. art. 6 of these regulations) at least 12 months before the first match of the relevant season in the following categories of competition, where applicable:
  - i. Male professional competitions
  - ii. Female professional competitions
  - iii. Amateur competitions (female and male)

2.

An association may modify in TMS the dates for a registration period that has already been entered in TMS prior to its commencement. The said modification shall be notified to FIFA. Once a registration period has commenced, no modification of its dates is permitted.

## 9

### FIFA's role

The FIFA general secretariat is responsible for:

- a) assisting TMS users with technical and regulatory issues;
- b) managing the access of TMS users;
- c) providing ongoing education and support to associations and clubs;
- d) entering in TMS any sanctions against a club or association;
- e) managing any special procedures identified in this annexe;
- f) investigating possible infringements of FIFA regulations related to the use of TMS; and
- g) imposing administrative sanctions for breaches of this annexe (cf. art. 17 of this annexe).

## TITLE IV. Process for transferring a player

# 10 Clubs: creating transfer instructions

1.

When creating a transfer instruction, clubs shall enter information and upload supporting documents concerning:

- a) the instruction type;
- b) the player being transferred;
- c) the details of the transfer; and
- d) the parties involved in the transfer.

2.

Clubs shall indicate if the transfer instruction refers to:

- a) engaging a player or releasing a player;
- b) whether the transfer is permanent or a loan;
- c) whether the player will be a professional or an amateur with the new club; and
- d) if related to an earlier loan transfer instruction, whether there is:
  - i. a return from loan;
  - ii. a loan extension;
  - iii. a loan being converted into a permanent transfer; or
  - iv. a loan conclusion (i.e. the loan agreement between the clubs has ended and the player's employment contract with the former club has also ended).

3.

Concerning the player being transferred, clubs shall enter the following information as applicable, depending on the transfer instruction type:

- a) Status (amateur or professional) with the former club;

- b) Name, nationality(ies), date of birth and gender;
- c) For loans, whether the player is a club-trained player (cf. definition 31 of these regulations) and whether the loan occurs before the end of the season of the former club at which the professional turns 21;
- d) Start and end dates of the employment contract with the former club;
- e) Start and end dates of the employment contract with the new club;
- f) Fixed remuneration set out in the employment contract with the new club; and
- g) The reason for termination of the employment contract with the former club.

#### 4.

With respect to the details of the transfer, clubs shall enter the following information as applicable, depending on the transfer instruction type:

- a) Whether there is a transfer agreement with the former club; for the avoidance of doubt, this includes any agreement where the former club waives its right to receive training rewards in exchange for another payment in line with art. 10. par. 4 d) of this annex;
- b) The date of execution of the transfer agreement;
- c) The start and end dates of the loan agreement;
- d) Whether the transfer is performed against any of the following types of payment:
  - i. fixed transfer fee, including the amount and date of instalments, if any;
  - ii. release (buy-out) fee, including the amount and date of instalments, if any;
  - iii. conditional transfer fee, including the amount and details of conditions; or
  - iv. sell-on fee, including the percentage.

- e) Payment currency;
- f) Club bank account details; and
- g) A declaration on influence and third-party ownership of the player's economic rights (cf. arts. 18bis and 18ter of these regulations).

5.

With respect to the parties involved in the transfer, clubs shall enter the following information as applicable:

- a) The player's former club;
- b) The player's former association;
- c) The player's new club;
- d) The player's new association;
- e) The club football agent's name and service fee; and
- f) The player's football agent's name and service fee.

6.

Clubs are obliged to upload the following mandatory supporting documents regarding the information that has been entered in TMS as applicable, depending on the transfer instruction type:

- a) The new club:
  - i. Proof of the player's identity (passport or national identity card);
  - ii. Proof of the end date of the player's last employment contract and the reason for its termination;
  - iii. The player's employment contract with the new club; and
  - iv. The transfer agreement (whether permanent or loan) between the new club and the former club. Where applicable, a copy of any amendments shall be uploaded in TMS as soon as they have been concluded.

b) The former club:

- i. Where third-party ownership of the player's economic rights has been declared (cf. article 10.4 g) of this annex), the agreement with the third party; and
- ii. For loans, proof that the professional is a club-trained player (cf. article 10.3 c) of this annex).

7.

Once all of the relevant information has been entered and the mandatory documents have been uploaded, the club(s) shall confirm the transfer in TMS without delay and before the end of the new association's registration period (subject to the exceptions in art. 6 par. 1 of these regulations).

8.

For international transfers with a transfer agreement (whether permanent or on loan), both clubs shall:

- a) independently of each other, enter and confirm the transfer instruction as soon as the agreement has been concluded;
- b) ensure that the required information matches; and
- c) collaborate to resolve any matching exceptions.

9.

This article also applies to associations entering the transfer of an amateur player on behalf of an affiliated club without access to TMS.

## 11

### Associations: ITC procedure and player registration

1.

Once a transfer instruction has been created (cf. art. 10 of this annex) and (if applicable) the player has been confirmed (cf. art. 13 of this annex):

- a) the new association will be notified in TMS that the transfer instruction is awaiting an ITC request;

- b) upon receipt of this notification, the new association will be able to request in TMS that the former association deliver an ITC for the player;
- c) at the very latest, the ITC shall be requested on the last day of the new association's registration period for the transfer to occur during that registration period. An ITC requested after the close of the relevant registration period of the new association (subject to the exceptions in art. 6 par. 1 of these regulations) will go into validation exception status (cf. art. 14 par. 1 c) of this annex); and
- d) For the international transfer of minors, an ITC may only be requested if the corresponding minor application has been approved by the Football Tribunal or if the player is being registered under a valid limited minor exemption (cf. art. 19 of these regulations).

2.

Where the player was a professional at his former club, upon notification of the ITC request, the former association shall immediately request the former club to confirm whether or not:

- a) the employment contract has expired; or
- b) an early termination was mutually agreed.

3.

Within seven days of the ITC request, the former association shall either:

- a) deliver the ITC to the new association; or
- b) reject the ITC request, select the reason for the rejection, and upload a duly signed supporting statement. A rejection may only be made where:
  - i. an employment contract between the former club and the professional player is considered to be still in force; or
  - ii. there has been no mutual agreement regarding its early termination.

4.

When delivering an ITC, the former association shall upload a copy of any relevant documentation pertaining to disciplinary sanctions imposed on a player and, if applicable, their extension to have worldwide effect (cf. art. 12 of these regulations).

5.

Upon delivery of the ITC, the new association shall confirm its receipt, enter the relevant player registration information in TMS and register the player in its electronic registration system without delay.

6.

If the former association fails to respond to the ITC request within seven days, the new association will be able to register the player with the new club and enter the relevant player registration information in TMS.

7.

The new association shall only confirm the ITC receipt (cf. par. 5 above) or confirm registration in TMS (cf. par. 6 above) if the player is to be registered with the new club.

8.

If the former association rejects the ITC request, the new association shall:

- a) accept the rejection, in which case the transfer will be cancelled; or
- b) dispute the rejection, in which case the transfer will go into validation exception status. In such a case, upon request of the new association, the FIFA Football Tribunal may authorise the player registration without prejudice to any claim being lodged with FIFA in accordance with art. 22 of these regulations.

9.

A player is not eligible to play for his new club until the new association has either:

- a) confirmed receipt of the ITC, entered the player registration information in TMS and registered the player in its electronic registration system; or
- b) registered the player in its electronic registration system and entered the player registration information in TMS following:
  - i. no response to the ITC request with seven days; or
  - ii. authorisation from the FIFA Football Tribunal to register the player.

10.

All registrations described in paragraph 9 above have the same effect and are equally valid.

## 12 Payments

1.

Clubs shall declare all club-to-club payments made in the context of an international transfer (cf. art. 11 par. 4 of the FIFA Clearing House Regulations). When declaring the execution of a payment, the new club shall upload the relevant proof of payment in TMS within 30 days of each payment.

2.

Where a payment is no longer due, clubs shall request the forced closure of the transfer without delay.

## TITLE V. Special procedures

### 13 Player confirmation

1.

If the player being transferred does not exist in TMS, the club that first enters the transfer instruction in TMS shall create his profile. The same applies to associations entering transfer instructions of amateur players on behalf of their affiliated clubs that do not have access to TMS.

2.

The ITC procedure will only be initiated once the newly created player details have been verified, corrected if required and confirmed by the former association. By confirming the player, the former association confirms that the player was last registered with it and that his identity details (name, nationality, date of birth and gender) are correct.

3.

The former association shall reject the newly created player if the player is not registered with it at the time of the transfer.

4.

The player confirmation procedure shall be carried out without delay.

### 14 Validation exceptions

1.

A validation exception may be triggered in the following cases:

- a) The player is less than 18 years old and the corresponding minor application has not yet been accepted;
- b) The new club is serving a ban on registering new players;
- c) The new club and/or the former club has exceeded the loan limitations (cf. art. 10 of these regulations);
- d) The date of the ITC request is outside the new association's registration period, and no exception under art. 6 par. 1 of these regulations applies; or

- e) The ITC request has been rejected by the former association and the rejection has been disputed by the new association.

2.

Any requests for intervention in a validation exception shall be submitted via TMS. Upon request from the association concerned, the FIFA general secretariat will assess the request and, if necessary, refer the matter to the Players' Status Chamber of the Football Tribunal. Any such request and any supporting documentation shall be provided only in one of the following official languages of FIFA: English, French or Spanish. Each case is assessed individually on its own merits.

## 15 Cancellation

1.

As a general rule, a transfer instruction containing incorrect information shall be cancelled.

2.

The club(s), or the new association acting on behalf of a club in an amateur transfer, may cancel a transfer instruction prior to an ITC request.

3.

Once an ITC has been requested, only the relevant association(s) may request the cancellation in TMS, indicate the reason for cancellation and specify the correct information.

4.

In such a case, the counter association shall accept or dispute the cancellation request.

- a) If it accepts the request, the transfer will be cancelled; or
- b) If it disputes the request, the relevant association shall upload a supporting statement in TMS and contact the FIFA general secretariat to resolve the dispute.

## TITLE VI. Enforcement

## 16 General

1.

Sanctions shall be imposed on clubs and associations that violate the provisions contained in this annex, including violations committed by their TMS users.

2.

The FIFA general secretariat is responsible for investigating any violation of the provisions contained in this annex.

3.

The FIFA Disciplinary Committee is responsible for sanctioning violations of the provisions contained in this annex in accordance with the FIFA Disciplinary Code.

## 17 Administrative sanction procedure

1.

Without prejudice to the competence of the FIFA Disciplinary Committee, the FIFA general secretariat has the competence to impose sanctions within the administrative sanction procedure (ASP) as set out below.

2.

The ASP deals with infringements of this annex that are of a primarily technical or administrative nature.

3.

If such an infringement is detected, the following procedure will take place:

- a) The FIFA general secretariat will contact the association or club to identify the infringement, request a statement or any other relevant information within a defined deadline and, if applicable, request that the infringing behaviour be corrected;
- b) Upon receipt of the statement or relevant information or upon expiry of the time limit to do so, the FIFA general secretariat may issue an administrative sanction letter containing a sanction, if applicable;

- c) The party may accept the sanction or reject it and, in this case, request the opening of disciplinary proceedings before the FIFA Disciplinary Committee. If the party accepts the sanction, the latter will be enforceable from the date of acceptance;
- d) If the party accepts the sanction, complies with it (where applicable) and corrects the infringing behaviour within the time limits to do so, the matter will be closed;
- e) If the party fails to respond to the administrative sanction letter, responds inconsistently or incompletely and/or does not correct the infringing behaviour and/or does not comply with the sanction, the matter will be referred to the FIFA Disciplinary Committee for evaluation and decision.

4.

Without prejudice to any further sanction imposed by the FIFA Disciplinary Committee, the sanctions that may be imposed through the ASP are:

- a) a warning;
- b) a reprimand; or
- c) a fine of up to CHF 30,000.

## 18 Time limits and means of notification

Letters or decisions notified by the FIFA general secretariat to a party through TMS or to the email address provided by a party in TMS are considered a valid means of communication and are sufficient to establish time limits.

## ANNEXE 4

### Training compensation

#### 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 calendar year in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 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.

#### 2 Payment of training compensation

1.

Training compensation is due when:

- a) a player is registered for the first time as a professional; or
- b) a professional is transferred between clubs of two different associations (whether during or at the end of his contract)

before the end of the calendar year of his 23<sup>rd</sup> birthday.

2.

Training compensation is not due if:

- a) the former club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or

- b) the player is transferred to a category 4 club; or
- c) a professional reacquires amateur status on being transferred.

3.

For cases governed by the FIFA Clearing House Regulations, payment of training compensation shall be made in accordance with the FIFA Clearing House Regulations.

## 3

### Responsibility to pay training compensation

1.

On registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the calendar year of his 12<sup>th</sup> 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.

An association is entitled to receive the training compensation which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – with which the professional was registered and trained – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This compensation shall be reserved for youth football development programmes in the association(s) in question.

## 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 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](http://www.FIFA.com)). They are updated at the end of every calendar year. Associations are required to keep the data regarding the training category of their clubs inserted in TMS up to date at all times (cf. Annexe 3).

## 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 calendar year of the player's 12<sup>th</sup> birthday to the calendar year of his 21<sup>st</sup> 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 calendar years of their 12<sup>th</sup> to 15<sup>th</sup> birthdays (i.e. four calendar years) shall be based on the training and education costs of 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.

## 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 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 EU/EEA, the final calendar year of training may occur before the calendar year of the player's 21<sup>st</sup> 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 post at least 60 days before the expiry of his current contract, subject to the temporary exception below. Such an offer shall furthermore be at least of an equivalent value to the current contract. This provision is without prejudice to the right to training compensation of the player's previous club(s).

- i. The contract offer may be made by electronic mail, provided that the former club obtains confirmation from the player that he has received a copy of said offer and can provide such confirmation in case of any dispute.

## 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 annexe.

## ANNEXE 5

### Solidarity mechanism

#### 1

#### Solidarity contribution

1.

If a professional moves during the course of a contract, 5% of any compensation paid within the scope of this transfer, not including 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 reflects the number of years (calculated pro rata if less than one year) he was registered with the relevant club(s) between the calendar years of his 12<sup>th</sup> and 23<sup>rd</sup> birthdays, as follows:

- a) Calendar year of 12<sup>th</sup> birthday: 5% of 5% of any compensation
- b) Calendar year of 13<sup>th</sup> birthday: 5% of 5% of any compensation
- c) Calendar year of 14<sup>th</sup> birthday: 5% of 5% of any compensation
- d) Calendar year of 15<sup>th</sup> birthday: 5% of 5% of any compensation
- e) Calendar year of 16<sup>th</sup> birthday: 10% of 5% of any compensation
- f) Calendar year of 17<sup>th</sup> birthday: 10% of 5% of any compensation
- g) Calendar year of 18<sup>th</sup> birthday: 10% of 5% of any compensation
- h) Calendar year of 19<sup>th</sup> birthday: 10% of 5% of any compensation
- i) Calendar year of 20<sup>th</sup> birthday: 10% of 5% of any compensation
- j) Calendar year of 21<sup>st</sup> birthday: 10% of 5% of any compensation
- k) Calendar year of 22<sup>nd</sup> birthday: 10% of 5% of any compensation
- l) Calendar year of 23<sup>rd</sup> birthday: 10% of 5% of any compensation

2.

A training club is entitled to receive (a proportion of) the 5% solidarity contribution in the following cases:

- a) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to different associations;
- b) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to the same association, provided that the training club is affiliated to a different association.

## 2

### Payment procedure

1.

For cases not governed by the FIFA Clearing House Regulations, 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.

For cases not governed by the FIFA Clearing House Regulations, 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 in the player passport. The player shall, if necessary, assist the new club in discharging this obligation.

3.

For cases governed by the FIFA Clearing House Regulations, payment of solidarity contribution shall be made in accordance with the FIFA Clearing House Regulations.

4.

An association is entitled to receive the proportion of solidarity contribution which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – which was involved in the professional's training and education – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This solidarity contribution shall be reserved for youth football development programmes in the association(s) in question.

5.

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

## ANNEXE 6

### Rules for the Status and Transfer of Futsal Players

## 1

### Scope

1.

The Rules for the Status and Transfer of Futsal Players are an integral part of these regulations.

2.

These rules establish global and binding provisions concerning the status of futsal players, their eligibility to participate in organised futsal, and their transfer between clubs belonging to different associations.

3.

These rules shall apply equally to men, women, amateurs and professionals unless expressly provided for otherwise in this annex.

4.

The transfer of futsal players between clubs belonging to the same association is governed by specific regulations issued by the association concerned. These regulations shall include:

- a) appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements, as well as the principles in article 1 paragraph 3 b) of these regulations; and
- b) specific rules for the settlement of disputes between futsal clubs and players.

5.

The following provisions in these regulations are binding for futsal at national level and shall be included, without modification, in the association's regulations: articles 2-8, 10, 11, 12bis, 18, 18 paragraph 7 (unless more favourable conditions are available pursuant to national law), 18bis, 18ter, 18quater (unless more favourable conditions are available pursuant to national law), 19 and 19bis.

## 2

### Release of futsal players to association teams

1.

Article 1ter of Annexe 1 of these regulations is binding.

2.

A player may only represent one association in both futsal and eleven-a-side football. Any player who has already participated in a match (either in full or in part) in an official competition of any category or any type of football for one association may not play an international match for a representative team of another association.

This provision is subject to the exception in article 9 of the Regulations Governing the Application of the Statutes.

## 3

### Registration of futsal players

1.

A futsal player must be registered at an association to play for a club as either a professional or an amateur in accordance with the provisions of article 2 of these regulations. Only registered players are eligible to participate in organised futsal. By the act of registering, a futsal player agrees to abide by the FIFA Statutes and regulations, as well as the statutes and regulations of the relevant confederation and association.

2.

A futsal player may only be registered for one futsal club at a time. A futsal player may, however, also be registered for one eleven-a-side club at the same time. It is not necessary for the futsal and the eleven-a-side club to be affiliated to the same association.

3.

A futsal professional player under contract with an eleven-a-side club may sign another professional contract with a different futsal club only if he obtains written approval from the eleven-a-side club employing him, and vice-versa.

4.

Futsal players may be registered with a maximum of three futsal clubs during one season. During this period, the player is only eligible to play official matches for two futsal clubs. As an exception to this rule, a futsal player moving between two futsal clubs belonging to associations with overlapping seasons (i.e. the start of the season is in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third futsal

club during the relevant season, provided he has fully complied with his contractual obligations towards his previous futsal clubs. Equally, the provisions relating to the registration periods (article 6 of these regulations) as well as to the minimum length of a contract (article 18 paragraph 2 of these regulations) must be respected.

5.

Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a futsal player may not play official matches for more than two clubs competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of member associations.

## 4 Respect of contract

1.

A contract between a professional futsal player and a futsal club may only be terminated upon expiry of its term or by mutual agreement.

2.

The provisions applicable to the maintenance of contractual stability are set out in articles 13-18 of these regulations.

## 5 International transfer of futsal players

### 5.1 Principles

1.

A futsal player registered with a futsal club affiliated to an association may only be registered with a futsal club affiliated to a different association after:

- a) the International Futsal Transfer Certificate (IFTC) has been requested by the new association;
- b) the IFTC has been delivered by the former association;
- c) the IFTC has been received by the new association; and
- d) the new association has registered the player in their electronic registration system.

2.

The above principle applies to all international transfer of professional and amateur futsal players.

3.

A futsal player is not eligible to play for his new futsal club until all the conditions in paragraph 1 above are met, where applicable.

4.

An IFTC is not required for a futsal player under the age of ten.

5.

Clubs and associations shall always:

- a) act in good faith;
- b) abide by the FIFA Statutes and all FIFA regulations; and
- c) ensure that all information provided is true and correct.

## 5.2 Transfer process: IFTC procedure and futsal player registration

1.

The new futsal club shall submit an application to its association to register a futsal player during one of the registration periods established by that association, subject to the exception in article 6 of these regulations.

The relevant application shall be accompanied, if applicable, by:

- a) a copy of the employment contract between the new futsal club and the futsal player; and
- b) a copy of the transfer agreement (whether permanent or on loan) concluded between the new and the former futsal clubs.

2.

Upon receipt of the application, the new association shall immediately request that the former association deliver an IFTC for the futsal player ("IFTC request"). The IFTC request shall be accompanied by the documentation established in paragraph 1 above, if applicable.

3.

At the very latest, the IFTC must be requested on the last day of the relevant registration period of the new association for the transfer to occur during that registration period.

4.

In the case of an international transfer of a futsal player who had professional status at his former futsal club, upon receipt of the IFTC request, the former association shall immediately request that the former futsal club and the futsal player confirm whether:

- a) the employment contract has expired;
- b) an early termination was mutually agreed; or
- c) there is a contractual dispute.

5.

Within seven days of the IFTC request, the former association shall either:

- a) deliver the IFTC to the new association; or
- b) inform the new association in writing that the IFTC cannot be delivered. This may only be the case where:
  - i. an employment contract between the former futsal club and the futsal player has not expired; or
  - ii. there has been no mutual agreement regarding the contract's early termination.

The provision in paragraph b) above applies only to the international transfer of futsal players who had professional status at their former futsal clubs.

6.

When delivering an IFTC to the new association, the former association shall also:

- a) attach a copy of the player passport;
- b) notify the new association in writing of any pending disciplinary sanctions imposed on the futsal player and, if applicable, their extension to have worldwide effect (cf. article 12 of these regulations); and
- c) lodge a copy of the IFTC with FIFA.

7.

The IFTC shall be delivered free of charge without any conditions or time limitation. Any provisions to the contrary shall be null and void.

8.

Upon delivery of the IFTC, the new association shall register the player in their electronic registration system.

9.

If the former association fails to respond to the IFTC request within 30 days, the new association shall immediately register the futsal player for the new futsal club on a provisional basis ("provisional registration") and enter the relevant player registration information in the national electronic player registration system. A provisional registration shall become permanent one year after the IFTC request.

10.

The former association shall not deliver an IFTC for a futsal player if a contractual dispute on grounds of the circumstances stipulated in paragraph 4 above, has arisen between the former futsal club and the futsal player.

In such a case, upon request of the new association, FIFA may take provisional measures in exceptional circumstances. In this respect, it will take into account the arguments presented by the former association to justify the rejection of the IFTC. If the Football Tribunal authorises the provisional registration (cf. article 23), the new association shall proceed to register the player. Furthermore, the professional futsal player, the former and/or the new futsal club are entitled to lodge a claim with FIFA in accordance with article 22. The decision on the provisional registration of the player shall be without prejudice to the merits of such possible contractual dispute.

11.

The new association may grant the player temporary eligibility to play until the end of the ongoing season on the basis of an IFTC sent by fax or email. If the original IFTC is not received by that time, the player's eligibility to play shall be considered definitive.

12.

The foregoing rules and procedures apply without distinction to professional and amateur futsal players who, upon moving to their new futsal club, acquire a different status.

### 5.3 Loan of futsal players

1.

The rules set out above also apply to the loan of a professional futsal player from a futsal club affiliated to one association to a futsal club affiliated to another association, as well as to his return from loan to his original futsal club, if applicable.

2.

A copy of the loan agreement shall accompany the IFTC request (cf. article 5.2 paragraph 2).

3.

Upon expiry of the loan period, the association of the futsal club that released the futsal player on loan shall request the IFTC to the association of the futsal club where he is registered on loan. Until the IFTC procedure has not been completed and the association that released the futsal player on loan has re-registered him in their electronic registration system, the futsal player is not eligible to play for his original futsal club.

## 6

### Enforcement of disciplinary sanctions

1.

A suspension imposed in terms of matches 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 futsal player is registered shall notify a suspension imposed in terms of days and months to the second association with which the player may be registered, if the player is registered, at the same time, for a futsal and an eleven- a-side club belonging to two different associations.

4.

When delivering an IFTC, the former association shall notify the new association in writing of any pending disciplinary sanctions imposed on a player and, if applicable, their extension to have worldwide effect (cf. article 12 of these regulations).

## 7

### Protection of minors

1.

International transfers of players are only permitted if the player is over the age of 18. The exceptions to this rule are outlined in article 19 of these regulations.

## 8

### Training compensation

The provisions on training compensation as provided for in article 20 and Annex 4 of the regulations shall not apply to the transfer of players from futsal clubs.

## 9

### Solidarity mechanism

The provisions on solidarity mechanism as provided for in article 21 and Annex 5 of these regulations shall not apply to the transfer of players to and from futsal clubs.

## 10

### Competence of FIFA

1.

Sanctions shall be imposed on clubs and associations which violate the provisions contained in this annex.

2.

The FIFA general secretariat is responsible for investigating any violation of this annex.

3.

The FIFA Disciplinary Committee is responsible for sanctioning any violation of this annex, in line with the FIFA Disciplinary Code.

4.

Without prejudice to the right of any futsal player, coach, association or club to seek redress before a civil court for employment-related disputes, FIFA is competent to hear disputes as stipulated in article 22 of these regulations.

5.

The Football Tribunal shall adjudicate on all disputes as stipulated in article 23 of these regulations.

## ANNEXE 7

### Temporary rules addressing the exceptional situation deriving from the war in Ukraine

#### 1

##### Scope of application

This annex applies to all employment contracts of an international dimension concluded between players or coaches and clubs affiliated to the Ukrainian Association of Football (UAF) or the Football Union of Russia (FUR), as well as to the registration of all players – regardless of their nationality – previously registered with the UAF.

#### 2

##### Employment contracts of an international dimension with clubs affiliated to the UAF

1.

Notwithstanding the provisions of these regulations and unless otherwise agreed between the parties, a contract of an international dimension between a player or a coach and a club affiliated to the UAF can be unilaterally suspended until 30 June 2023 by the player or the coach, provided that a mutual agreement with the club could not be reached before or on 30 June 2022.

2.

The minimum length of a contract established under article 18 paragraph 2 of these regulations does not apply to any new contract concluded by the professional whose contract has been suspended in accordance with paragraph 1 above.

#### 3

##### Employment contracts of an international dimension with clubs affiliated to the FUR

1.

Notwithstanding the provisions of these regulations and unless otherwise agreed between the parties, a contract of an international dimension between a player or a coach and a club affiliated to the FUR can be unilaterally suspended until 30 June 2023 by the player or the coach, provided that a mutual agreement with the club could not be reached before or on 30 June 2022.

2.

The minimum length of a contract established under article 18 paragraph 2 of these regulations does not apply to any new contract concluded by the professional whose contract has been suspended in accordance with paragraph 1 above.

## 4

### Consequences of the suspension

A player or coach whose contract has been suspended as per article 2 paragraph 1 or article 3 paragraph 1 above does not commit a breach of contract by signing and registering with a new club. Article 18 paragraph 5 of these regulations does not apply to a professional whose contract has been suspended as per article 2 paragraph 1 or article 3 paragraph 1 above.

## 5

### Registration

Notwithstanding the provisions of article 5 paragraph 4 of these regulations, a player whose previous registration was in the UAF or FUR, may be registered with a maximum of four clubs during one season and is eligible to play official matches for three different clubs.

## 6

### Registration periods

Notwithstanding the provisions of Annexe 3, in case the UAF or FUR reject an ITC request for a professional within the scope of this annexe, FIFA is competent to immediately authorise the provisional registration of the player at the new association for his new club.

## 7

### Protection of minors

Notwithstanding the provisions of article 19 of these regulations, any minors residing in the territory of Ukraine who wish to be registered with a new club shall be automatically deemed to fulfil the requirements of the exception provided in article 19 paragraph 2 a) or d) of these regulations.

## 8 Training compensation

1.

No training compensation is due for any player whose previous registration was in the UAF or FUR and whose contract has been suspended in order to be registered with a new club in accordance with this annex.

2.

No entitlement to training compensation will arise for any club not affiliated to the UAF or FUR who has registered a player following the suspension of the player's contract in accordance with this annex.

Fédération Internationale de Football Association