

## TO THE MEMBER ASSOCIATIONS OF FIFA

Circular no. 1743

Zurich, 14 December 2020

SG/kja/emo

### **Amendments to the Regulations on the Status and Transfer of Players and to the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber**

Dear Sir or Madam,

We are pleased to inform you of several amendments to the Regulations on the Status and Transfer of Players ("**RSTP**"), as well as to the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber ("**Procedural Rules**") which were approved by the FIFA Council at its meeting on 4 December 2020. The following paragraphs briefly set out the amendments.

All of the amendments will come into force on **1 January 2021**.

The revised editions of the [RSTP](#) and the [Procedural Rules](#) are available on [legal.fifa.com](http://legal.fifa.com).

#### **I. Amendments to the RSTP**

##### **(a) Specific labour conditions for professional female players**

An essential addition to the RSTP concerns the introduction of specific labour conditions for professional female players that provide minimum conditions regarding **pregnancy** and **maternity**. The amendments set a minimum standard to be applied globally, with each member association free to introduce stronger protections for female players within their domestic regulations.

The RSTP now explicitly **defines maternity leave** as a minimum period of 14 weeks' paid absence, with at least eight weeks to be taken after birth. This minimum period accords with the recommendation of the International Labour Organization in its Maternity Protection Convention, 2000 (No. 183).

The **new article 18 paragraph 7** outlines that maternity leave must be **paid at the equivalent of two thirds of the contracted salary, during the term of a contract**, unless more beneficial conditions exist in the applicable national law or collective bargaining agreement.

The core of the new protections are found in the **new article 18quater**, which addresses:

- the **validity of a contract**, which may not be made subject to a player becoming pregnant, being pregnant, or exercising her maternity rights in general;
- the **rights of female players once they become pregnant**. In particular, a pregnant player has the right to: choose to continue to provide sporting services or provide employment services in an alternate manner; independently determine the commencement date of her maternity leave; return to football activity following the completion of her maternity leave;

- the **obligation for clubs to provide suitable facilities for a post-natal player to breastfeed and/or express breast milk** following her return from maternity leave;
- the **special protection** from a contract being terminated on the grounds of the player being or becoming pregnant, being on maternity leave or utilising rights related to maternity in general, and the significant financial and sporting consequences for clubs who act in such manner.

Finally, and in the same context, an amendment to **article 6 paragraph 1** now provides the exceptional possibility **to register a female player outside a registration period** to either temporarily replace a player who has taken maternity leave, or reintegrate a player upon the completion of her maternity leave. Associations are required to adapt their domestic regulations accordingly. Priority should be given to a female player who has returned from maternity leave to be eligible to participate in domestic competitions.

The amendments described above are **binding at national level**, unless more favourable conditions are available pursuant to national law, and must be implemented domestically within six (6) months of entering into force.

#### **(b) New regulatory framework for coaches**

A second significant addition to the RSTP concerns the inclusion of a new regulatory framework for coaches. This new framework is incorporated in the **new Annexe 8**.

The **provision of a minimum regulatory framework for football coaches** creates legal certainty regarding their employment relationships with a club or association, whilst also facilitating the work of the relevant FIFA bodies to decide employment-related disputes.

As part of the new framework, the terms **“coach”, “professional club”, and “purely amateur club”** are now expressly defined; minimum standards for employment contracts are set; and, coaches are now able to benefit from specific legal frameworks for overdue payables and enforcement of FIFA decisions.

These new provisions will be applicable to **employment relationships between coaches and professional clubs or associations**, and equally to football and futsal coaches.

#### **(c) New exception for the international transfer of minors**

A new exception to the general prohibition of the international transfer of players under the age of 18 has been made to address the very specific situation of the transfer of a player aged between 16 and 18 taking place **between two associations within the same country**.

A transfer in such circumstance will only be permitted if certain minimum obligations are met. These **are identical to those that apply to the transfer of a minor aged between 16 and 18 within the territory of the European Union or European Economic Area**.

#### **(d) Enforcement of monetary decisions by FIFA bodies**

Amendments were made to **articles 12bis and 24bis**, and new enforcement provisions were introduced in **article 24ter and article 8 of the new Annexe 8**, to improve the enforcement process based on practical lessons learned from recent experience. The most pertinent amendments are:

- a claim (or counterclaim) must now include a copy of the [Bank Account Registration Form](#) (available on [legal.fifa.com](http://legal.fifa.com)) which provides the bank details of any claimant. Successful parties will no longer be required to send their bank details to the debtor;
- where a debtor has failed to make full payment **within 45 days of notification of the decision**, and **the creditor has requested enforcement of the consequences of the failure to comply**, the consequences **will apply immediately** upon notification by FIFA, including for the avoidance of doubt, if they are applied during an **open registration period**; and
- the consequences now **equally apply to confirmation letters** issued following the acceptance of proposals made by the FIFA general secretariat, in accordance with the Procedural Rules.

#### **(e) Other amendments to the RSTP**

Finally, please take note of technical amendments to the RSTP, which include:

- amendments **to ensure an efficient and consistent approach in preparation for the future introduction of the Clearing House**. These include amendments to existing definitions and the addition of new definitions, as well as an amendment to the **calculation method for training compensation and the solidarity mechanism**. As from 1 January 2021, the calculation of training rewards will be based on the **calendar year of the birthday of the player**, as opposed to the season;
- **clarification that the first registration period begins on the first day of the season** and that all transfers shall only occur within registration periods, subject to the exceptions stipulated;
- cosmetic amendments to reflect the change of name of the TMS Department to **Regulatory Enforcement Department**;
- minor amendments to Annexe 3 concerning the **timely upload of mandatory documents** in the Transfer Matching System (**TMS**); and
- minor additions to Annexe 6 to provide proper enforcement of a **fair claim process for clubs without a TMS account**.

## **II. Amendments to the Procedural Rules**

The amendments to **articles 9 and 13** of the Procedural Rules have been made to improve procedural efficiency while guaranteeing due process. In short, they provide:

- as a general rule, there will be only one exchange of correspondence between parties, with very limited exceptions;
- if a respondent party would like to lodge a counterclaim, it must lodge the counterclaim within the same deadline set for the submission of its reply to the original claim, and must ensure that the counterclaim meets all formal requirements of a claim;
- if a respondent party in an existing matter submits a new claim that is related to the existing matter, **the new claim shall be joined with the existing matter and treated as a**

**counterclaim.** In cases where the respondent party has already been asked to respond in the existing matter, the new claim must be submitted within the same deadline set for the submission of its reply to the original claim, in order to be taken into account (and joined and treated as a counterclaim);

- the use of proposals by the FIFA general secretariat in training rewards disputes will now be implemented in non-complex contractual disputes.

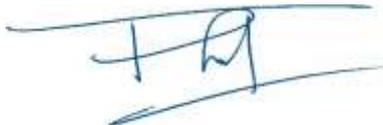
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If you have any questions in this regard, please do not hesitate to contact us at [legal@fifa.org](mailto:legal@fifa.org).

We thank you for your kind attention to the above and for informing your affiliated clubs accordingly.

Yours faithfully,

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



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Secretary General

- cc:
- FIFA Council
  - Confederations
  - Football Stakeholders Committee
  - Players' Status Committee
  - Dispute Resolution Chamber
  - European Club Association (ECA)
  - FIFPRO
  - World Leagues Forum