



FREQUENTLY ASKED QUESTIONS (FAQs)



COVID-19

Football Regulatory Issues

11 JUNE 2020

Table of contents

03	Preamble	
04	Introduction	
05	FAQs: Expiring agreements and new agreements	
08	FAQs: Agreements that cannot be performed as originally anticipated	
11	FAQs: Registration periods ("transfer windows")	
15	FAQs: Other regulatory or legal matters	
18	New matters	
23	Point of contact	



Preamble

The COVID-19 outbreak has disrupted everyday activities around the world and been declared a pandemic by the World Health Organization, resulting in the suspension of football in almost every country or territory in the world.

On 7 April 2020, FIFA announced several decisions that had been made by the Bureau of the FIFA Council (**Bureau**) in relation to the COVID-19 outbreak. This included the publication of version 1.0 of the *COVID-19: Football Regulatory Issues* document (**CFRI Document**).

That document summarised the negotiations and agreement between FIFA and representatives of its core stakeholders – member associations (**MA**s), confederations, the European Club Association (**ECA**), FIFPRO, and the World Leagues Forum (**WLF**) – on a range of regulatory and legal issues impacted by COVID-19.

In short, the Bureau:

- (i) recommended guiding principles for expiring agreements (i.e. agreements terminating at the end of the current season) and new agreements (i.e. those already signed and due to commence at the start of the next season);
- (ii) recommended guiding principles for agreements that cannot be performed as the parties originally anticipated as a result of COVID-19;
- (iii) made temporary amendments to the FIFA Regulations on the Status and Transfer of Players (**RSTP**) regarding registration periods (“transfer windows”) and mandated the FIFA administration to formalise any changes for MAs; and
- (iv) made several further decisions and temporary amendments to the RSTP and other FIFA regulations as a result of COVID-19.

From 8 April 2020 to 7 May 2020, the FIFA administration conducted 13 workshops with representatives from its MAs and confederations, members of the WLF, and members of the ECA, which involved more than 350 participants from around the world. The FIFA administration has also actively responded to any electronic queries received regarding the regulatory and legal impact of COVID-19.

This active consultation process led to the identification of frequently asked questions (**FAQs**) as well as several new regulatory and legal issues for consideration.

This document was discussed and agreed between FIFA and its core stakeholders during a consultation process held between 15 May 2020 and 5 June 2020. It provides clarity on the most relevant questions raised during the consultation process and identifies solutions for new regulatory matters. The amendments to FIFA regulations set out in this document were approved by the Bureau on 11 June 2020.



Introduction

(1) Did the Bureau of the FIFA Council declare a “*force majeure*” situation in any territory? Can this declaration be relied upon by MAs, clubs, or employees?

Article 27 of the RSTP allows the FIFA Council to decide “...*matters not provided for and in cases of force majeure*”.

In this context, on 6 April 2020, the Bureau made several decisions regarding regulatory and legal issues as a result of COVID-19. In order to temporarily amend the RSTP, the Bureau relied upon article 27 as its source of power, determining that the COVID-19 outbreak was a matter not provided for and a force majeure situation for FIFA and football generally.

The Bureau did not determine that the COVID-19 outbreak was a force majeure situation in any specific country or territory, or that any specific employment or transfer agreement was impacted by the concept of force majeure.

For clarity: clubs or employees cannot rely on the Bureau decision to assert a force majeure situation (or its equivalent).

Whether or not a force majeure situation (or its equivalent) exists in the country or territory of an MA is a matter of law and fact, which must be addressed on a case-by-case basis vis-à-vis the relevant laws that are applicable to any specific employment or transfer agreement.



FAQs: Expiring agreements and new agreements

General introduction

FIFA understands and recognises that it is not a party to the employment agreements between clubs and their employees (in particular, players and coaches), or the transfer agreements between two clubs (and a player, if applicable). FIFA has no authority – pursuant to any national law, FIFA regulation, or national football regulation – to unilaterally amend the terms and conditions of such agreements.

As a matter of principle, existing employment agreements shall be governed by the national law referred to in the agreement and/or an existing collective bargaining agreement (CBA), and the contractual autonomy of the parties.

FIFA strongly believes that for football to collectively move forward from the impact of the COVID-19 outbreak, its recommendations regarding the extension of expiring agreements and delay of new agreements should be respected by all parties.

FIFA strongly urges all parties to negotiate any extensions or delays in good faith and on terms that are equitable and reasonable.

(2) What type of national law is being referred to in this section?

The CFRI Document refers, in principle, to national employment law.

The parties to an agreement should always take heed of the choice of law which has been made in any agreement; this may differ from the national law in the territory where the club is domiciled.

(3) A player has an existing agreement with a club in association A that expires on 30 June. The player has, as is permitted in the last six months of his current agreement, signed a new agreement with a club in association B that commences on 1 July. If the season in association A is extended (e.g. until the end of August), is it permitted for the new contract to commence in association B on 1 July?

FIFA strongly recommends that priority be given to the former club to complete its domestic season with its original squad, in order to safeguard the integrity of its competition(s). In this respect, the parties are strongly encouraged to extend the existing agreement and delay the commencement of the new agreement in accordance with the choice of law(s) made in the relevant agreements.

However, the parties may indeed choose to enforce the new agreement.

NOTE: if the new agreement is enforced, depending on the specific situation, there is a risk that the player may not be registered for a significant period of time, as the relevant registration period may have been amended or postponed due to COVID-19, and therefore may not be open and/or the player may not be eligible to participate in matches.

(4) A player and a club conclude a new agreement that commences on the original start date of the season in that MA. As a result of COVID-19, the start date of the season is delayed (e.g. by two months). Can the club unilaterally delay the commencement of the new agreement?

FIFA strongly recommends that the player and new club delay the commencement of the new agreement until the new start date of the next season.

Unless the national law referred to in the new agreement provides otherwise, the parties will not be permitted to unilaterally amend the commencement date of the new agreement.

NOTE: if the original commencement date of the new agreement is enforced, depending on the specific situation, there is a risk that the player may not be registered for a significant period of time, as the relevant registration period may have been amended due to COVID-19, and therefore may not be open and/or the player may not be eligible to participate in matches.

(5) An existing employment agreement contains an adjustment to the remuneration of the employee on a future date (e.g. the original start date of the next season). When should that adjustment occur if the start date of the next season is postponed?

FIFA recommends that parties to existing employment agreements align such clauses with the new start date of the next season.

However, if the parties fail to align such clauses, the existing employment agreement shall be enforced.

(6) How should parties formally proceed if they follow the FIFA guidelines and agree to extend an existing agreement or delay the commencement of a new agreement?

Notwithstanding that the national law referred to in an agreement may have different requirements, the FIFA judicial bodies will generally recognise any amendment to an agreement that is made in writing with the signature of all parties.

Parties should be cognisant as to whether the extension or delay of an agreement requires the insertion of any relevant transfer instruction in the FIFA Transfer Matching System (**FIFA TMS**) (e.g. a loan extension).

(7) For existing loan agreements (and related employment agreements) due to expire at the original end date of the current season, FIFA recommends that priority shall be given to the engaging club (where the player is on loan) to complete its domestic season with its original squad. How does this work in practice?

FIFA strongly recommends that priority be given to the former club to complete its domestic season with its original squad, in order to safeguard the integrity of its competition(s). This includes, *inter alia*, the extension of existing loan agreements (and employment agreements) where relevant.

As a matter of principle, existing:

- (i) employment agreements shall be governed by the national law referred to in the agreement and/or a CBA, and the contractual autonomy of the parties;
- (ii) loan agreements shall be governed by the national law referred to in the agreement and/or national football regulations (if a domestic loan) or FIFA regulations (if an international loan), and the contractual autonomy of the parties.

If the relevant agreements are not extended, then the loan of the player registration will terminate as originally anticipated in the loan agreement.

NOTE: if a loan is not extended and the player returns to the releasing club, depending on the specific situation, there is a risk that the player may not be registered for a significant period of time, as the relevant registration period may have been amended due to COVID-19, and therefore may not be open and/or the player may not be eligible to participate in matches.

(8) Can an MA or league unilaterally amend (e.g. through regulations) an employment agreement between a club and employee (player or coach)?

No.

The FIFA judicial bodies shall only recognise any such regulations where they are permitted by national law and have been collectively agreed among social partners (e.g. players' union, coach association).

(9) Can a club or an employee decide not to negotiate an extension of an (expiring) existing agreement, if the end date of the current season is extended?

FIFA strongly recommends that clubs complete their domestic season with their original squad, in order to safeguard the integrity of their competition(s).

However, clubs and employees may decide not to negotiate extensions for (expiring) existing agreements.

NOTE: if the parties decide not to negotiate extensions of (expiring) existing agreements, depending on the specific situation, there is a risk that: (i) a club will be required to complete the domestic season with a reduced squad (subject to national football regulations); or (ii) a player may not be registered for a significant period of time, as the relevant registration period(s) may have been amended due to COVID-19, and therefore may not be open and/or the player may not be eligible to participate in matches.

(10) The transfer of a player has been agreed and shall occur at the start of the next season. As a result of COVID-19, the financial resources of the new club have been significantly reduced. Will the new club be entitled to reduce or delay payment of the transfer fee or salary it respectively agreed to pay to the former club and the player?

No, unless the parties agree otherwise.



FAQs: Agreements that cannot be performed as originally anticipated

General introduction

FIFA understands and recognises that it is not a party to the employment agreements between clubs and their employees (in particular, players and coaches), or the transfer agreements between two clubs (and the player, if applicable). FIFA has no authority – pursuant to any national law, FIFA regulation, or national football regulation – to unilaterally amend the key terms and conditions of such agreements.

As a matter of principle, existing employment agreements shall be governed by the national law referred to in the agreement and/or an existing CBA, and the contractual autonomy of the parties.

Notwithstanding this, FIFA has recommended guiding principles on how clubs and their employees (players and coaches) should amend their employment relationship (where appropriate) during any period when a competition is suspended.

The guiding principles are listed in the preferred order in which FIFA believes clubs and employees should address variations to an employment agreement during any period when a competition is suspended. FIFA strongly recommends that clubs and employees make their best efforts to find collective agreements before following any other guiding principle.

The guiding principles should be read in conjunction with the principles of non-discrimination and equal treatment. Employees (players or coaches) should be treated as equally as possible when considering variations to employment agreements.

- (i) Clubs and employees (players and coaches) should first undertake good-faith efforts to negotiate collective agreements on a league basis (i.e. between an MA or league and the local social partners) or a club basis (i.e. between an individual club and its employees (players and coaches)) where the suspension of a competition requires the amendment of existing employment agreements.
- (ii) The FIFA judicial bodies will only recognise a unilateral variation to an employment agreement where such variation complies with the national law referred to in the agreement, a CBA, or another collective agreement mechanism.
- (iii) Where:
 - a. clubs and employees cannot reach an agreement; and
 - b. national law does not address the situation or collective agreements with a players' union are not an option or not applicable,unilateral decisions to vary terms and conditions of contracts will only be recognised by the FIFA judicial bodies where they were made in good faith, and are reasonable and proportionate.

- (iv) Alternatively, all agreements between clubs and employees should be “*suspended*” during any suspension of competitions (i.e. suspension of football activities), provided proper insurance coverage is maintained, and adequate alternative income support arrangements can be found for employees during the period in question.

(11) What type of national law is being referred to in this section?

The CFRI Document refers, in principle, to national employment law.

The parties to an agreement should always take heed of the choice of law which has been made in any agreement; this may differ from the national law in the territory where the club is domiciled.

(12) The FIFA guiding principles in this section only refer to employment agreements between clubs and employees (players and coaches). Do they also apply to employment agreements between MAs and national-team coaching staff?

Although not expressly stated, the guiding principles apply and are adaptable to the employment relationship between MAs and national-team coaching staff.

Where the guiding principles refer to clubs, this may also be read as MAs. They will be applied by the FIFA judicial bodies in the same manner.

(13) Is it possible for an MA or league to issue non-mandatory guidelines for its stakeholders regarding matters to be undertaken when a competition is suspended?

FIFA encourages MAs or leagues, where required, to assist their stakeholders by issuing non-mandatory guidelines at national level which accord with the guiding principles established in the CFRI Document. Where the relevant social partners (e.g. a players’ union, coach association) exist, the MA should engage those partners in good-faith negotiations prior to the issuance of any national guidelines.

MAs and leagues, particularly with respect to the third guiding principle in this section, are reminded that a determination of what is “*reasonable and proportionate*” must be undertaken on a club-by-club basis (i.e. a subjective basis), as opposed to a league basis (i.e. an objective, universal basis).

(I) Collective agreements

(14) When FIFA refers to “*employees (players and coaches)*”, does it mean that a collective agreement should be reached with players and coaches together, or can a club enter into a collective agreement with its players and a separate collective agreement with its coaches?

A club may negotiate a collective agreement specifically with its players and a distinct collective agreement specifically with its coaches.

If the relevant social partners (e.g. players’ union, coach association) exist within that MA, clubs should engage those partners in negotiations with their employees.

Clubs and employees are reminded to respect the principles of non-discrimination and equal treatment when negotiating collective agreements.

(II) Unilateral decisions to vary contracts pursuant to national law, a CBA, or another collective agreement mechanism

(15) If a dispute arises before a FIFA judicial body as a result of a unilateral variation to an employment agreement, what evidence is required to prove that such variation was in accordance with national law, a CBA, or another collective agreement mechanism?

In accordance with article 12 paragraph 3 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (Rules), any party claiming a right on the basis of an alleged fact shall carry the burden of proof.

As an example, a party should provide independent legal advice from a qualified legal practitioner in the relevant jurisdiction which confirms that the unilateral variation was a valid exercise of the national law referred to in the agreement, CBA, or other collective agreement mechanism.

(16) The FIFA guiding principles in this section only refer to unilateral variations to existing employment agreements. Do they also apply to unilateral terminations of existing employment agreements?

No, the RSTP shall apply in the assessment of disputes that arise before the FIFA judicial bodies concerning unilateral terminations.

If a unilateral termination has occurred following a unilateral variation made as a result of COVID-19 (e.g. a club unilaterally reduces the employee's salary and the employee terminates the agreement), the FIFA judicial bodies will:

- (i) examine the validity of the unilateral variation vis-à-vis the relevant FIFA guiding principles; and
- (ii) after determining whether the unilateral variation was valid or invalid, assess the unilateral termination vis-à-vis the RSTP.

(III) Unilateral decisions to vary contracts where national law does not address the situation and a collective agreement is not an option or not applicable

(17) Are the criteria to determine whether a unilateral variation is "reasonable and proportionate" exhaustive?

No, they are not exhaustive.



FAQs: Registration periods ("transfer windows")

General introduction

The decisions of the Bureau set out in the CFRI Document regarding registration periods are to be considered temporary amendments to the relevant sections of the RSTP.

The Bureau also provided a direct mandate to the FIFA administration to assess, on a case-by-case basis, any requests from MAs to amend their season dates (current and next) and registration periods.

(18) What is the process for an MA to request an amendment to its season dates and/or registration periods?

Official correspondence referred to in this answer should be emailed to FIFA at: psdfifa@fifa.org.

Should an MA wish to amend season dates and/or registration periods which have already been declared in FIFA TMS, they are requested to undertake the following procedure:

First letter:

MAs send an official letter to inform FIFA that they wish to postpone or amend season dates and/or (a) registration period(s), as soon as they are aware that the season dates will require amendment and/or registration period(s) will not be utilised as first intended.

Second letter:

MAs send an official letter to FIFA to specify their request with new dates, after the competent body of the MA has confirmed the start date of the new season and/or the date of recommencement (and completion) of the current season. The request letter should contain:

- (i) the amended or new dates of any registration period(s);
- (ii) the amended dates of the current season (and new season if applicable)
- (iii) the season (as determined by the MA) to which any amended or new registration period(s) should be assigned;
- (iv) if the proposed total number of weeks exceeds the maximum cumulative number (i.e. 16 weeks) for registration periods as provided by the RSTP, the reason(s) why FIFA should grant an exception; and
- (v) a copy of the decision of the competent body of the MA confirming the change to the season dates. If applicable, both the original-language decision and a translation

into an official FIFA language should be provided.

(19) Is there a deadline for an MA to request an amendment to its season dates and/or registration periods?

No. However, a reasonable period of time (at least ten days prior to the original date) is required to assess requests and make the necessary technical change within FIFA TMS.

MAAs are requested to follow the two-letter procedure described above. This will allow the FIFA administration to make technical changes within FIFA TMS which will help avoid issues at a later stage.

(20) What is the maximum duration of the combined registration periods?

Article 6 paragraph 2 of the RSTP provides that the maximum duration of the “*first registration period*” is 12 weeks and the maximum duration of the “*second registration period*” is four weeks.

The maximum duration of the combined registration periods is thus 16 weeks per MA.

(21) What if all or part of an open registration period was directly impacted by COVID-19?

If all or part of an open registration period was directly impacted by COVID-19, the particular time period which was directly impacted may be deemed void and reassigned to new dates during the same season.

An MA may lodge a request for this reassignment exception, with reasons and evidence, by providing submissions to: psdfifa@fifa.org.

A decision shall be made by the FIFA administration taking into consideration, *inter alia*:

- (i) any government order impacting on the football season (received from the MA);
- (ii) data regarding domestic transfers (received from the MA); and
- (iii) data regarding international transfers in FIFA TMS.

(22) Can the first registration period exceed the 12 weeks set out in the RSTP?

No. In all cases, the “*first registration period*” shall have a maximum duration of 12 weeks.

(23) If the time between seasons is shortened as a result of COVID-19, and it is not possible for an MA to allocate 12 weeks for the first registration period, can the MA utilise the “lost” time in its second registration period?

In principle, no. MAs will only be able to reallocate “lost” time on the basis of the “reassignment exception” described above.

MAs that find themselves in this specific scenario are encouraged to utilise the “overlap exception” set out in the “New matters” section below.

(24) In what circumstances will an MA be permitted to hold more than two registration periods during a season?

Subject to the approval of the FIFA administration, MAs will be able to hold a maximum of three registration periods during a season, in the following very limited circumstances:

- (i) an MA has been granted a reassignment exception (as described above). In such case, the MA may choose to reassign the impacted days to a new time period (i.e. a third registration window) or combine them with an existing registration period;
- (ii) an MA has yet to open the “*first registration period*” and wishes to split it into two parts (not exceeding a cumulative total of 12 weeks). In principle, this may be requested by MAs following a dual-year calendar (e.g. 2020/21 season), and allows for certainty in player registration matters prior to the commencement of the new domestic season;
- (iii) an MA has yet to open the “*second registration period*” and wishes to split it into two parts (not exceeding a cumulative total of four weeks). In principle, this may be requested by MAs following a single-year calendar (e.g. 2020 season) where the start of the domestic season has been interrupted by COVID-19. The first part of the “*second registration period*” will take place prior to the resumption of football within the MA, and the second part of the “*second registration period*” will take place in the middle of the domestic season.

Any such requests must be made in accordance with the two-letter procedure described above.

(25) How will we know the changes MAs have made to their season dates and/or registration period(s)?

Changes will be published and updated on a regular basis on the FIFA legal website: legal.fifa.com.

(26) The Bureau decided that “*as an exception to article 6 paragraph 1 of the RSTP, 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.*” How does this work in practice?

The phrase “*as a result of COVID-19*” refers to a situation where COVID-19 causes:

- (i) the expiration of an employment agreement. This refers to cases where:
 - (a) an employment agreement end date is (e.g.) “*at the end of the season*” with no specific reference to any date, and the season has been prematurely completed or cancelled (e.g. through government intervention or MA or league decision) prior to the completion of its match schedule. The player and the new club may utilise the exception; or
 - (b) where the end date of a season is extended as a result of COVID-19, an existing employment agreement has been extended until the new end date of the season, and

that agreement has expired. The player and the new club may utilise the exception;

- (c) where the end date of a season is extended as a result of COVID-19, the loan of a player is extended until the new end date of the season, and that loan has expired. The player and the parent club may utilise the exception.
- (ii) the termination of an employment agreement. This refers to cases where:
 - (a) a party unilaterally terminates the employment agreement as a result of COVID-19. In the event of a unilateral termination which is not directly related to the pandemic, a professional may only be registered by an MA in accordance with the RSTP (i.e. in principle during an open registration period, subject to the exceptions in article 6);
 - (b) a player is on loan, the season has been prematurely completed or cancelled (e.g. through government intervention or MA or league decision) prior to the completion of its match schedule, and this causes the termination of the loan (and therefore the employment agreement) between the player and the engaging club. The player and the parent club may utilise the exception.

For international transfers, certain types of International Transfer Certificate requests in FIFA TMS by an MA outside of a registration period will trigger a validation exception which will be processed by the FIFA administration. In such cases, parties are required to upload proof that the previous employment agreement expired or was terminated as a result of COVID-19.

Each request will be assessed on a *prima facie* case-by-case basis by the FIFA administration.

As occurs with the normal article 6 paragraph 1 exception, registration is distinct from eligibility to be fielded in matches. It is the responsibility of each MA or league to ensure that the sporting integrity of its domestic competitions is preserved. National football regulations should be applied uniformly. Any attempt to circumvent them should be disciplined appropriately.

In order to preserve the integrity of domestic competitions which are due to be completed (i.e. in the 2019/20 season), FIFA strongly recommends that priority be given to the former club to complete its domestic season with its original squad.

FIFA will be strictly monitoring the application of this principle at national level in all cases.

NOTE: the primary purpose of the COVID-19 exception is to provide additional employment opportunities to players whose employment is directly impacted by the pandemic.



FAQs: Other regulatory or legal matters

- (27) Article 6 paragraph 3 of Annexe 4 to the RSTP stipulates that a contract offer should be made “at least 60 days before the expiry of [a player’s] current contract”. What happens if the end date of the current season is extended?**

The end date of the season is irrelevant. The offer must be made in accordance with the end date of the employment agreement (if applicable).

- (28) Will FIFA continue to execute decisions passed by the FIFA judicial bodies, irrespective of the potential financial impact of COVID-19?**

Yes. In this respect, no exceptions will be granted.

FIFA will continue to apply (where applicable) article 15 of the FIFA Disciplinary Code (**Code**) or article 24bis of the RSTP in the event of failure to respect the decision of a FIFA body.

- (29) When will the new rules regarding international loans be implemented?¹**

At this stage, a definitive date has not been set.

It is anticipated that stakeholders will be informed at least six months prior to their implementation.

- (30) Will there be a delay to the entry into force of the new rules regarding the prohibition on bridge transfers and the application of the solidarity mechanism at national level?**

No. These new rules have not been postponed and respectively have entered or will enter into force as described in [FIFA circular no. 1709](#) (1 March 2020 – bridge transfers; 1 July 2020 – solidarity mechanism at national level).

- (31) Will the period during which competitions are suspended be included in the calculation of training rewards?**

1. On 28 February 2020, the Players’ Status Committee approved amendments to the RSTP regarding international loans and the principles to regulate domestic loans. These amendments had been negotiated and approved by the Task Force Transfer System, and endorsed by the Football Stakeholders Committee.

On 27 March 2020, the Bureau, noting the approval of the Players’ Status Committee, decided to delay the implementation of the amendments given the impact of COVID-19 on the international transfer system.

Yes. These periods will still be considered when calculating training rewards that may fall due.

(32) If a season is extended beyond the original end date, how will the “season” be calculated for the purposes of training compensation and the solidarity mechanism?

FIFA utilises the season dates input by MAs in FIFA TMS to calculate training-reward entitlements when such disputes come before the FIFA judicial bodies.

The length of a season (for this purpose) is a full year (e.g. start date is 1 July 2019 and end date is 30 June 2020).

If the length of a season recorded in FIFA TMS is longer or shorter than a full year as a result of COVID-19, this will still be considered the “season” for the purposes of calculating a training reward. This may include seasons which are longer or shorter than 12 months. The calculation shall be adjusted accordingly.

The only exception is the very unlikely scenario described below:

- (i) an international transfer has been agreed prior to the impact of COVID-19 on football activity in the territory of the releasing club;
- (ii) based on the original season dates input in FIFA TMS, the international transfer would not have triggered the payment of training compensation (i.e. the registration of the player would have occurred in the season of their 24th birthday);
- (iii) regardless of the new season dates input in FIFA TMS, no training compensation will be payable by the engaging club.

The FIFA administration is available to assist clubs in determining the length of the relevant season(s) affected by COVID-19 for the calculation of training rewards: psdfifa@fifa.org.

(33) Can a dispute with an “international dimension” be submitted to the FIFA judicial bodies where a national dispute resolution chamber has been closed or made non-accessible by an MA?

MAs should maintain access for all parties (particularly domestic players and coaches) to a national dispute resolution chamber that has been established at national level within the framework of an MA or a CBA. It is unacceptable that employees be unable to exercise their legal rights.

The RSTP provide that FIFA is competent to hear employment-related disputes of an “international dimension” between:

- (i) a club and a player: article 22 (b); and
- (ii) a club and a coach, or an MA and a coach: article 22 (c),

unless an independent arbitration tribunal has been established at national level, *inter alia*,

within the framework of the MA and/or a CBA.

In the absence of an operative independent arbitration tribunal established at national level within the framework of an MA or a CBA, employment-related disputes of an international dimension fall within the scope of article 22 of the RSTP.

(34) Have the deadlines set in FIFA circular no. 1679 (implementation of the electronic player passport) been postponed due to COVID-19?

No. As set out in [FIFA circular no. 1679](#), as from 1 July 2020, it is mandatory for MAs to implement an electronic player registration system and an electronic domestic transfer system, and to have integrated those systems with FIFA Connect ID.

These requirements ensure, *inter alia*, the proper functioning of the FIFA Clearing House. The FIFA Clearing House remains on track to be operational as from 1 January 2021.

Only clubs affiliated to MAs that have fulfilled these obligations will be entitled to receive training rewards as from 1 January 2021. This will be reflected in the future regulations governing the FIFA Clearing House.



New matters

Following the consultation period from 8 April 2020 to 7 May 2020, which involved 13 workshops with MAs and stakeholder groups, the following regulatory matters were identified for further discussion and agreement by the working group.

(1) Registration and eligibility

Article 5 paragraph 4 of the RSTP states (**emphasis added**):

"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 MAs 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."

Several MAs have expressed concern, as a result of the postponement of the current season and delayed commencement of the next season, that a player may inadvertently breach article 5 paragraph 4 of the RSTP when they transfer to a club affiliated to a different MA.

Decision:

In order to avoid any concerns, players may be registered with a maximum of three clubs and shall be eligible to play official matches for a maximum of three clubs during the same season, limited to:

- (i) for MAs following a dual-year calendar: the 2019/20 and 2020/21 seasons; and
- (ii) for MAs following a single-year calendar: the 2020 season.

(2) Commencement of the first registration period before the completion of the current season

Article 6 paragraph 2 of the RSTP states that "[t]he first registration period shall begin after the completion of the season and shall normally end before the new season starts".

Several MAs (which follow a dual-year calendar) have requested that the "first registration period" for the 2020/21 season begin before the completion of the 2019/20 season, as the realignment of their football calendar has resulted in a short break between seasons (in some cases, as little as three weeks).

Decision:

It has already been agreed that priority must be given to former clubs to complete their season with their original squad, in order to safeguard the integrity of competitions.

In order to respect this principle, provide flexibility, and allow MAs to properly plan their football calendar, such requests will in principle be approved as an “overlap exception”, subject to the following conditions:

- (i) the “*first registration period*” for the 2020/21 season may overlap with the final rounds of the 2019/20 season for a maximum of four weeks;
- (ii) during the portion of the “*first registration period*” for the 2020/21 season which overlaps with the final rounds of the 2019/20 season:
 - a. the transfer of a player between clubs is permitted. The player shall only be eligible to participate in domestic competitions for their new club in the 2020/21 season;
 - b. the engagement of an out-of-contract player is permitted. The player shall only be eligible to participate in domestic competitions for their new club in the 2020/21 season.

The word “*season*” refers to the dates input by each MA within FIFA TMS.

(3) Clubs that participate in leagues affiliated to other MAs

Currently, approximately 35 clubs globally participate in leagues affiliated to an MA which does not have jurisdiction over football matters in the country or territory where they are domiciled (e.g. Welsh clubs participating in competitions affiliated to The Football Association (England); Canadian clubs participating in competitions affiliated to the US Soccer Federation).

In the course of a normal football season, the MA to which such clubs are affiliated will align its registration periods (“transfer windows”) and season dates with those of the MA which is responsible for the competitions. This is undertaken in order not to prejudice its affiliated clubs participating in those competitions.

However, the COVID-19 outbreak may lead to the scenario where football can recommence on the territory of one MA, but is unable to recommence for various reasons on the territory of the other MA. This may have significant implications for competitions and clubs in the MA to which the clubs are affiliated.

Decision:

For sporting, integrity, and technological reasons, it is not possible to provide an exception to those approximately 35 clubs and permit them to be subject to the registration period of the MA in whose competition(s) they participate, as opposed to the MA to which they are affiliated.

Upon receipt of a request by a relevant MA to amend season dates and/or any registration period(s), the FIFA administration will notify potentially impacted MAs if a corresponding request is not received.

MAs are encouraged to hold open and frank dialogue about the (re)commencement of football activities and any amendment to their registration periods.

(4) Purely domestic registration period to complete the 2019/20 season

Some MAs and clubs (which follow a dual-year calendar) have expressed concern that if several players at the same club with expiring agreements refuse to extend their contracts until the new end date of the 2019/20 season, that club will not have an adequate number of registered players to complete the season.

To alleviate this risk, it has been suggested, as an exception to article 6 paragraph 1 of the RSTP, that MAs be permitted to open a purely domestic registration period (i.e. transfers are permitted between clubs affiliated to the same MA; out-of-contract players may be engaged if the former club was affiliated to the same MA) for a limited period prior to the recommencement of the 2019/20 season.

Decision:

It has already been agreed that priority must be given to former clubs to complete their season with their original squad, in order to safeguard the integrity of competitions.

In this respect, it is recommended that if a club faces a shortfall in registered players to complete the 2019/20 season, which is caused by failure to extend existing employment agreements:

- (i) clubs be permitted to register their contracted youth or academy players to fill any such shortfall; and
- (ii) national football regulations be amended to allow such registration, if not already permitted.

(5) Serving disciplinary suspensions for a specific period of time

In accordance with article 6 paragraph 2 of the Code, a natural person may, *inter alia*, be:

- (i) suspended for a specific number of matches or for a specific period;
- (ii) banned from dressing rooms and/or the substitutes' bench;
- (iii) banned from taking part in any football-related activity.

These sporting sanctions may be issued for a specific period of time.

By way of example, the minimum ban for “*forgery and falsification*” is six matches or a specific period of “*no less than 12 months*” (cf. article 21 paragraph 1 of the Code).

For sporting sanctions which have been issued for a specific long-term period of time, a question of fairness has arisen whereby individuals may serve their sanction during the current period, when football-related activity has ceased for a significant amount of time.

Decision:

FIFA does not have the regulatory authority to extend or amend sanctions issued in disciplinary cases; in particular, it does not have the regulatory authority to pause a sanction and recommence it at a later stage.

(6) Matters relating to intermediaries

MAs, leagues, clubs, players, and coaches have raised several questions regarding intermediary representation agreements, given:

- (i) the likelihood of employee (player and coach) remuneration being reduced, the link between intermediary commission and employee remuneration, and the impact on the amount of intermediary commission to be paid; and
- (ii) the impact of amended season dates on the length of agreements.

Decision:

Representation agreements signed prior to the COVID-19 outbreak

MAs, clubs, players, coaches, and intermediaries are strongly encouraged to work together to find a mutual agreement regarding the impact of COVID-19 on their representation agreement. In this respect, it is recommended that:

- (i) (if permitted by national football regulations) where a representation agreement is due to expire at the original end date of the current season, such expiry be extended until the new end date of the current season;
- (ii) where an intermediary commission is calculated on the basis of the remuneration earned by the employee, that amount should be recalculated to consider any reduction or deferral of the remuneration that may have taken place;
- (iii) where an intermediary commission is calculated on the basis of the transfer fee paid by the new club, that amount should be recalculated to consider any reduction or deferral of the transfer fee that may have taken place.

Representation agreements signed during or after the COVID-19 outbreak

MAs, clubs, players, coaches, and intermediaries, when signing representation agreements in anticipation of the upcoming registration periods, are strongly encouraged to include the commission benchmarks currently provided in article 7 paragraph 3 of the FIFA Regulations on Working with Intermediaries and those principles set by the FIFA Council at its meeting in

October 2019.

(7) Procedural costs before the FIFA dispute resolution bodies

Article 17 of the Rules requires an advance of costs to be paid for proceedings before the Players' Status Committee, as well as certain proceedings before the Dispute Resolution Chamber in relation to disputes involving training rewards. The advance is calculated on the basis of article 17 paragraph 3 of the Rules.

Article 18 of the Rules provides that costs in the maximum amount of CHF 25,000 are levied in connection with such proceedings before the Players' Status Committee or Dispute Resolution Chamber.

Decision:

In order to provide financial relief to parties involved in disputes before FIFA:

- (i) for any claim lodged between 10 June 2020 and 31 December 2020 (both inclusive), there will be no requirement to pay an advance of costs and no procedural costs shall be ordered; and
- (ii) for any claim lodged prior to 10 June 2020 which has yet to be decided, the maximum amount of the procedural costs shall be equivalent to any advance of costs paid.



Point of contact

FIFA is fully committed to assisting MAs and football stakeholders around the world during this special period.

In this context, FIFA is willing to open a direct line of contact for any questions or enquiries you may have about the impact of this document on your respective daily operations.

Please feel free to contact us at any time regarding any regulatory matters at legal@fifa.org or visit our dedicated webpage for more information about FIFA's initiatives and programmes in the context of the COVID-19 outbreak: <https://www.fifa.com/what-we-do/covid-19/>.