



# Regulations

on the Status and  
Transfer of Players

**FIFA**<sup>®</sup>

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#### 4 REGULATIONS ON THE STATUS AND TRANSFER OF PLAYERS

Based on article 5 of the FIFA Statutes, the Executive Committee has issued the following regulations and annexes, which form an integral part of the basic text.

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: the period starting with the first official match of the relevant national league championship and ending with the last official match of the relevant national league championship.
- 10.** Training compensation: the payments made in accordance with 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.
- 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. 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.



# 1

## Scope

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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 investing in the training and education of young players.
  
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, 11, 18, 18bis, 19 and 19bis.  
  
**b)** Each association shall include in its regulations appropriate means to protect contractual stability, paying due respect to mandatory national law and collective bargaining agreements. In particular, the following principles 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.

## 2 Status of players: amateur and professional players

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1. Players participating in organised football are either amateurs or professionals.
2. A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.

## 3 Reacquisition of amateur status

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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

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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.

# 5

## Registration

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- 1.** 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. Only registered players are eligible to participate in organised football. By the act of registering, a player agrees to abide by the statutes and regulations of FIFA, the confederations and the associations.
- 2.** A player may only be registered with one club at a time.
- 3.** 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.
- 4.** 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

## Registration periods

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1. Players may only be registered during one of the two annual registration periods fixed by the relevant association. As an exception to this rule, a professional whose contract has expired prior to the end of a registration period may be registered outside that registration period. Associations are authorised to register such professionals provided due consideration is given to the sporting integrity of the relevant competition. Where a contract has been terminated with just cause, FIFA may take provisional measures in order to avoid abuse, subject to article 22.
2. The first registration period shall begin after the completion of the season and shall normally end before the new season starts. This period may not exceed 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. Annexe 3, article 5.1 paragraph 1). 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 provided for in article 6 paragraph 1 – upon submission 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

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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 season of his 12<sup>th</sup> birthday. If a birthday falls between seasons, the player passport shall indicate the club with which he was registered during the season following his birthday.

# 8

## Application for registration

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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

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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 Annexe 3, article 8, and Annexe 3a of these regulations.

2. Associations are forbidden from requesting the issue of an ITC in order to allow a player to participate in trial matches.

3. 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 12 years.

## 10 Loan of professionals

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

## 11 Unregistered players

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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

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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 (for players to be registered as professionals) or in writing (for players to be registered as amateurs) 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 (for players to be registered as professionals) or in writing (for players to be registered as amateurs) of any such pending disciplinary sanction.



## 13 **Respect of contract**

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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**

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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.

## 15 **Terminating a contract with sporting just cause**

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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**

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

## 17 Consequences of terminating a contract without just cause

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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.
- 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 (club officials, players' agents, players, etc.) who acts in a manner designed to induce a breach of contract between a professional and a club in order to facilitate the transfer of the player shall be sanctioned.

## **18** Special provisions relating to contracts between professionals and clubs

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**1.** If an agent is involved in the negotiation of a contract, he shall be named in that contract.

**2.** The minimum length of a contract shall be from 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.

# 18bis

## Third-party influence on clubs

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1. No club shall enter into a contract which enables any other party to that contract 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.

## 19 Protection of minors

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1. International transfers of players are only permitted if the player is over the age of 18.
  
2. The following three exceptions to this rule apply:
  - a) The player's parents move to the country in which the new club is located for reasons not linked to football.
  
  - b) The transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA) and the player is aged between 16 and 18. In this case, the new club must fulfil the following minimum obligations:
    - i. It shall provide the player with an adequate football education and/or training in line with the highest national standards.
  
    - ii. It shall guarantee the player an academic and/or school and/or vocational education and/or training, in addition to his football education and/or training, which will allow the player to pursue a career other than football should he cease playing professional football.
  
    - iii. It shall make all necessary arrangements to ensure that the player is looked after in the best possible way (optimum living standards with a host family or in club accommodation, appointment of a mentor at the club, etc.).
  
    - iv. It shall, on registration of such a player, provide the relevant association with proof that it is complying with the aforementioned obligations.

**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.

**3.** The conditions of this article shall also apply to any player who has never previously been registered with a club and is not a national of the country in which he wishes to be registered for the first time.

**4.** Every international transfer according to paragraph 2 and every first registration according to paragraph 3 is subject to the approval of the sub-committee appointed by the Players' Status Committee for that purpose. The application for approval shall be submitted by the association that wishes to register the player. The former association shall be given the opportunity to submit its position. The sub-committee's approval shall be obtained prior to any request from an association for an International Transfer Certificate and/or a first registration. Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code. In addition to the association that failed to apply to the sub-committee, sanctions may also be imposed on the former association for issuing an International Transfer Certificate without the approval of the sub-committee, as well as on the clubs that reached an agreement for the transfer of a minor.

**5.** The procedures for applying to the sub-committee for a first registration and an international transfer of a minor are contained in Annexe 2 of these regulations.

## 19bis Registration and reporting of minors at academies

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1. Clubs that operate an academy with legal, financial or de facto links to the club are obliged to report all minors who attend the academy to the association upon whose territory the academy operates.
2. Each association is obliged to ensure that all academies without legal, financial or de facto links to a club:
  - a) run a club that participates in the relevant national championships; all players shall be reported to the association upon whose territory the academy operates, or registered with the club itself; or
  - b) report all minors who attend the academy for the purpose of training to the association upon whose territory the academy operates.
3. Each association shall keep a register comprising the names and dates of birth of the minors who have been reported to it by the clubs or academies.
4. 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.
5. Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.
6. Article 19 shall also apply to the reporting of all minor players who are not nationals of the country in which they wish to be reported.



## 20 Training compensation

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Training compensation shall be paid to a player's training club(s): (1) when a player signs his first contract as a professional, and (2) each time a professional is transferred until the end of the season 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 Annexe 4 of these regulations.

## 21 Solidarity mechanism

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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 Annexe 5 of these regulations.

## 22 Competence of FIFA

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Without prejudice to the right of any player 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, unless an independent arbitration tribunal guaranteeing fair proceedings and respecting the principle of equal representation of players and clubs has been established at national level within the framework of the association and/or a collective bargaining agreement;
- c)** employment-related disputes between a club or an association and a coach of an international dimension, unless an independent arbitration tribunal guaranteeing fair proceedings exists at national level;
- d)** disputes relating to training compensation (article 20) and the solidarity mechanism (article 21) between clubs belonging to different associations;
- e)** disputes relating to 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;
- f)** disputes between clubs belonging to different associations that do not fall within the cases provided for in a), d) and e).

## 23 **Players' Status Committee**

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1. The Players' Status Committee shall adjudicate on any of the cases described under article 22 c) and f) as well as on all other disputes arising from the application of these regulations, subject to article 24.
2. In case of uncertainty as to the jurisdiction of the Players' Status Committee or the Dispute Resolution Chamber, the chairman of the Players' Status Committee shall decide which body has jurisdiction.
3. The Players' Status Committee shall adjudicate in the presence of at least three members, including the chairman or the deputy chairman, unless the case is of such a nature that it may be settled by a single judge. In cases that are urgent or raise no difficult factual or legal issues, and for decisions on the provisional registration of a player in relation to international clearance in accordance with Annexe 3, article 8, and Annexe 3a, the chairman or a person appointed by him, who must be a member of the committee, may adjudicate as a single judge. Each party shall be heard once during the proceedings. Decisions reached by the single judge or the Players' Status Committee may be appealed before the Court of Arbitration for Sport (CAS).

## 24 **Dispute Resolution Chamber (DRC)**

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1. The DRC shall adjudicate on any of the cases described under article 22 a), b), d) and e) with the exception of disputes concerning the issue of an ITC.
2. The DRC shall adjudicate in the presence of at least three members, including the chairman or the deputy chairman, unless the case is of a nature that may be settled by a DRC judge. The members of the DRC shall designate a DRC judge for the clubs and one for the players from among its members. The DRC judge may adjudicate in the following cases:

- i. all disputes up to a litigious value of CHF 100,000;
- ii. disputes relating to training compensation without complex factual or legal issues, or in which the DRC already has a clear, established jurisprudence;
- iii. disputes relating to solidarity contributions without complex factual or legal issues, or in which the DRC already has a clear, established jurisprudence.

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

## 25 Procedural guidelines

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- 1.** As a rule, the single judge and the DRC judge shall adjudicate within 30 days of receipt of a valid request and the Players' Status Committee or the Dispute Resolution Chamber shall adjudicate within 60 days. The proceedings shall be governed by the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber.
- 2.** The maximum cost of proceedings before the Players' Status Committee, including the single judge, as well as before the DRC, including the DRC judge, in relation to disputes regarding training compensation and the solidarity mechanism shall be set at CHF 25,000 and shall normally be paid by the unsuccessful party. The allocation of costs shall be explained in the decision. Proceedings before the DRC and the DRC judge relating to disputes between clubs and players in relation to the maintenance of contractual stability as well as employment-related disputes between a club and a player of an international dimension are free of charge.

- 3.** Disciplinary proceedings for violation of these regulations shall, unless otherwise stipulated herein, be in accordance with the FIFA Disciplinary Code.
- 4.** If there is reason to believe that a case raises a disciplinary issue, the Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall submit the file to the Disciplinary Committee together with a request for the commencement of disciplinary proceedings in accordance with the FIFA Disciplinary Code.
- 5.** The Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall not hear any case subject to these regulations if more than two years have elapsed since the event giving rise to the dispute. Application of this time limit shall be examined ex officio in each individual case.
- 6.** The Players' Status Committee, the Dispute Resolution Chamber, the single judge or the DRC judge (as the case may be) shall, when taking their decisions, apply these regulations whilst taking into account all relevant arrangements, laws and/or collective bargaining agreements that exist at national level, as well as the specificity of sport.
- 7.** The detailed procedure for the resolution of disputes arising from the application of these regulations shall be further outlined in the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber.

## 26 Transitional measures

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1. Any case that has been brought to FIFA before these regulations come into force shall be assessed according to the previous regulations.
  
2. As a general rule, all other cases shall be assessed according to these regulations with the exception of the following:
  - a) disputes regarding training compensation;
  
  - b) disputes regarding the solidarity mechanism;
  
  - c) labour disputes relating to contracts signed before 1 September 2001.

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

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

## 28 Official languages

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

## 29 Enforcement

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These regulations were approved by the FIFA Executive Committee on 27 September 2012 and come into force on 1 December 2012.

Zurich, 27 September 2012

For the FIFA Executive Committee

President:  
Joseph S. Blatter

Secretary General:  
Jérôme Valcke

## Release of players to association teams

# 1

## Principles

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- 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 to play in an international match between two representative teams belonging to different associations. 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 matches on dates listed in the coordinated international match calendar and for all matches for which a duty to release players exists on the basis of a special decision by the FIFA Executive Committee.
- 3.** It is not compulsory to release players for matches scheduled on dates not listed in the coordinated international match calendar.
- 4.** Players must also be released for the period of preparation before the match, which is laid down as follows:
  - a)** friendly matches: 48 hours
  - b)** qualifying matches for an international tournament:
    - four days (including the day of the match). The release period shall be extended to five days if the match concerned is held in a different confederation to the one in which the player's club is registered;
    - prior to double-dates (Friday – Tuesday) listed in the coordinated international match calendar, the release period shall in any case be five days prior to the beginning of the time span fixed by the calendar (including the relevant Friday);



- c)** qualifying matches for an international tournament that are staged on a date reserved for friendly matches: 48 hours;
- d)** friendly matches that are staged on a date reserved for qualifying matches for an international tournament: 48 hours;
- e)** the final competition of an international tournament: 14 days before the opening match of the relevant final competition.

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

- 5.** The players of associations that have automatically qualified for the final competition of the FIFA World Cup™ or for continental championships for national “A” teams shall be released for friendly matches on dates reserved for official qualifying matches in accordance with the directives that would apply for official matches staged on those dates.
- 6.** The clubs and associations concerned may agree a longer period of release.
- 7.** Players complying with a call-up from their association under the terms of this article shall resume duty with their clubs no later than 24 hours after the end of the match for which they were called up. This period shall be extended to 48 hours if the match concerned took place in a different confederation to the one in which the player’s club is registered. Clubs shall be informed in writing of a player’s outbound and return schedule ten days before the match. Associations shall ensure that players are able to return to their clubs on time after the match.
- 8.** If a player does not resume duty with his club by the deadline stipulated in this article, the next time the player is called up by his association, the period of release shall be shortened as follows:
  - a)** friendly matches: 24 hours;
  - b)** qualifying matches: three days;
  - c)** the final competition of an international tournament: ten days.

9. Should an association repeatedly breach these provisions, the FIFA Players' Status Committee may impose appropriate sanctions, including but not limited to:

- a) fines;
- b) a reduction of the period of release;
- c) a ban on calling up a player(s) for subsequent match(es).

## 2

### Financial provisions and insurance

---

1. Clubs releasing a player in accordance with the provisions of this annexe 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 male 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, temporary 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 day of the match for which he is required. 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 14-day preparation period (cf. Annexe 1 article 1 paragraph 4 e)). The player's club shall also be informed in writing at the same time. The club must confirm the release of the player within the following six days.
  
3. Associations that request FIFA's help to obtain the release of a player playing abroad may only do so under the following two conditions:
  - a) The association 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

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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 annexe. This restriction on playing for the club shall, moreover, be prolonged by five days in the event that the player, for whatsoever reason, did not wish to or was unable to comply with the call-up.

## 6 Disciplinary measures

---

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

## Procedure governing applications for first registration and international transfer of minors (article 19 paragraph 4)

### 1 Principles

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1. All applications for a first registration of a minor according to article 19 paragraph 3, or an international transfer involving a minor according to article 19 paragraph 2, must be submitted and managed through TMS.
2. Unless otherwise specified in the provisions below, the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber shall be applied in the application procedure, subject to slight deviations that may result from the computer-based process.

### 2 Responsibility of member associations

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1. All member associations shall check the "Minors" tab in TMS at regular intervals of at least every three days and pay particular attention to any enquiries or requests for statements.
2. Member associations will be fully responsible for any procedural disadvantages that may arise due to a failure to respect paragraph 1 above.

## 3

### Composition of sub-committee

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1. The sub-committee appointed by the Players' Status Committee shall be composed of the chairman and deputy chairman of the Players' Status Committee and nine members.
2. In view of the urgent nature of the relevant applications, as a general rule, all members of the sub-committee pass decisions as single judges. However, the sub-committee may also pass decisions with three or more members.

## 4

### Conduct during proceedings

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1. All parties involved in proceedings shall act in good faith.
2. All parties involved in proceedings are obliged to tell the truth to the sub-committee. Sanctions may be imposed on any association or club found to have provided untrue or false data to the sub-committee or for having misused the TMS application procedure for illegitimate purposes. Any violations, such as forged documents for example, will be sanctioned by the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.
3. The sub-committee may use all means at its disposal to ensure that these principles of conduct are observed.
4. FIFA TMS GmbH shall investigate matters in relation to the obligations of parties under the present annexe. All parties are obliged to collaborate to establish the facts. In particular, they shall comply, upon reasonable notice, with requests for any documents, information or any other material of any nature held by the parties. In addition, the parties shall comply with the procurement and provision of documents, information or any other material of any nature not held by the parties but which the parties are entitled to obtain. Non-compliance with these requests from FIFA TMS GmbH may lead to sanctions imposed by the FIFA Disciplinary Committee.

# 5

## Initiation of proceedings, submission of documents

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**1.** The application for an approval of a first registration (article 19 paragraph 3) or an international transfer (article 19 paragraph 2) shall be entered in TMS by the association concerned. Applications under the aforementioned provisions submitted by any other means will not be considered.

**2.** Depending on the details of the case in question, the association that submits an application shall also mandatorily enter specific documents from the following list in TMS:

- Proof of identity and nationality – player
- Proof of identity and nationality – player’s parents
- Proof of birth date (birth certificate) – player
- Employment contract – player
- Employment contract – player’s parents
- Work permit – player
- Work permit – player’s parents
- Proof of residence – player
- Proof of residence of player’s parents
- Documentation of academic education
- Documentation of football education
- Documentation of accommodation/care
- Parental authorisation
- Proof of distance: 50km rule
- Proof of consent of counterpart association

**3.** If an obligatory document is not submitted, or if a translation or an official confirmation is not submitted in accordance with article 7 below, the applicant will be notified accordingly in TMS. An application will only be processed if all obligatory documents have been submitted, or if all necessary translations and official confirmations have been correctly submitted in accordance with article 7 below.

4. The applicant may also submit any other documents it deems necessary together with the application. The sub-committee may request further documents from the applicant at any time.

## 6

### **Statement, non-submission of statement**

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1. In the case of a request for approval of an international transfer, the former association will be given access to all non-confidential documents in TMS and invited to submit a statement within seven days through TMS.
2. The former association may also submit any documents it deems relevant through TMS.
3. If a statement is not submitted, the sub-committee will decide on the basis of the documents available.

## 7

### **Language of documents**

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If a document is not available in one of the four official languages of FIFA, the association shall also submit either a translation of the document in one of the four official languages of FIFA, or an official confirmation of the association concerned that summarises the pertinent facts of each document in one of the four official languages of FIFA. Failure to do so may, subject to article 5 paragraph 3 above, result in the sub-committee disregarding the document in question.



## 8

### Deadlines

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1. Deadlines shall be set legally through TMS.
2. All submissions must be entered in TMS by the deadline in the time zone of the association concerned.

## 9

### Notification of decisions, legal remedy

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1. The association(s) concerned shall be legally notified of the sub-committee's decision via TMS. Notification will be deemed complete once the decision has been uploaded into TMS. Such notification of decisions shall be legally binding.
2. The association(s) concerned will be notified of the findings of the decision. At the same time, the association(s) shall be informed that they have ten days from notification in which to request, in writing via TMS, the grounds of the decision, and that failure to do so will result in the decision becoming final and binding. If an association requests the grounds of the decision, the motivated decision will be notified to the association(s) in full, written form via TMS. The time limit to lodge an appeal begins upon such notification of the motivated decision.

## Transfer matching system

# 1

## Scope

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- 1.** The transfer matching system (TMS; cf. point 13 of the Definitions section) is designed to ensure that football authorities have more details available to them on international player transfers. This will increase the transparency of individual transactions, which will in turn improve the credibility and standing of the entire transfer system.
- 2.** TMS is designed to clearly distinguish between the different payments in relation to international player transfers. All such payments must be entered in the system as this is the only way to be transparent about tracking the money being moved around in relation to these transfers. At the same time, the system will require associations to ensure that it is indeed a real player who is being transferred and not a fictitious player being used for illicit activities such as money-laundering.
- 3.** TMS helps safeguard the protection of minors. If a minor is being registered as a non-national for the first time or is involved in an international transfer, an approval must be given by a sub-committee appointed by the Players' Status Committee for that purpose (cf. article 19 paragraph 4). The request for approval by the association that wishes to register the minor on the basis of article 19 paragraphs 2 and 3 and the subsequent decision-making workflow must be conducted through TMS (cf. Annexe 2).
- 4.** Within the scope of the present annexe (cf. specifically, article 1 paragraph 5), TMS is the means by which ITCs are requested and delivered.
- 5.** The use of TMS is a mandatory step for all international transfers of professional male players within the scope of eleven-a-side football, and any registration of such a player without the use of TMS will be deemed

invalid. In the following articles of the present annexe, the term “player” will exclusively refer to male players participating in eleven-a-side football. The term “international transfer” will exclusively refer to the transfer of such players between associations.

**6.** An international transfer needs to be entered in TMS whenever a player is to be registered as a professional (cf. article 2 paragraph 2) by the new association.

## 2 System

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**1.** TMS provides associations and clubs with a web-based data information system designed to administer and monitor international transfers.

**2.** Depending on the type of instruction, a variety of information must be entered.

**3.** In case of an international transfer where no transfer agreement exists, the new club must submit specific information and upload certain documents relating to the transfer into TMS. The process is then moved to the associations for electronic ITC handling (cf. section 8 below).

**4.** In case of an international transfer where a transfer agreement exists, both clubs involved must, independently of each other, submit information and, where applicable, upload certain documents relating to the transfer into TMS as soon as the agreement has been formed.

**5.** In the case referred to in the preceding paragraph of this article, the process is only moved to the associations for electronic ITC handling (cf. section 8 below) once club-level agreement has been reached.

# 3

## Users

---

1. All users shall act in good faith.
2. All users shall check TMS at regular intervals on a daily basis and pay particular attention to any enquiries or requests for statements.
3. Users are responsible for ensuring that they have all the necessary equipment to fulfil their obligations.

### 3.1 Clubs

1. Clubs are responsible for entering and confirming transfer instructions in TMS and, where applicable, for ensuring that the required information matches. This also includes uploading the required documents.
2. Clubs are responsible for ensuring that they have the necessary training and know-how in order to fulfil their obligations. In this regard, clubs shall appoint TMS managers who are trained to operate TMS, and shall be responsible for the training of a replacement TMS manager if required, so that clubs are at all times in a position to fulfil their obligations in TMS. The TMS administrators and the relevant hotline may assist them in this respect with all technical-related issues, if need be. Furthermore, article 5.3 of this annexe applies in connection with this matter.

### 3.2 Associations

1. Associations are responsible for maintaining their season and registration details as well as those of their clubs (including, in particular, the categorisation of clubs in connection with training compensation) and agents. In addition, they are responsible for conducting the electronic ITC process (cf. section 8 below) and, where applicable, for confirming players deregistering from their association.

2. Associations are responsible for ensuring that they have the necessary training and know-how in order to fulfil their obligations. In this regard, each association shall appoint a TMS manager and, at least, one additional user who are trained to operate TMS. Associations shall be responsible for the training of a replacement TMS manager if required, so that associations are at all times in a position to fulfil their obligations in TMS. The TMS administrators and the relevant hotline may assist them in this respect with all technical-related issues, if need be.

### **3.3 FIFA general secretariat**

The various competent departments within the FIFA general secretariat are responsible for:

- a) entering relevant sporting sanctions and managing possible objections to regulation infringements;
- b) entering relevant disciplinary sanctions;
- c) entering association suspensions.

### **3.4 Confidentiality and access**

1. Associations and clubs will keep all data obtained based on the access to TMS strictly confidential and take all reasonable measures and apply the highest degree of care in order to guarantee at all times complete confidentiality. Furthermore, associations and clubs will use the confidential information exclusively for the purpose of accomplishing player transactions in which they are directly involved.

2. Associations and clubs will ensure that only authorised users have access to TMS. Furthermore, associations and clubs will select, instruct and control the authorised users with the highest possible care.

## 4 Obligations of clubs

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1. Clubs must use TMS for international transfers of players.
  
2. Clubs must provide the following compulsory data when creating instructions, as applicable:
  - Instruction type (Engage player or Release player)
  - Indication of whether the transfer is on a permanent basis or on loan
  - Indication of whether there is a transfer agreement with the former club
  - Indication of whether the transfer relates to an exchange of players
  - If related to an earlier loan instruction, indication of whether:
    - it is a return from loan; or
    - it is a loan extension; or
    - the loan is being converted into a permanent transfer
  - Player's name, nationality(ies) and date of birth
  - Player's former club
  - Player's former association
  - Date of the transfer agreement
  - Start and end dates of the loan agreement
  - Club agent's name, type and commission
  - Start and end dates of player's contract with former club
  - Reason for termination of player's contract with former club
  - Start and end dates of player's contract with new club
  - Player's fixed remuneration as provided for in player's contract with new club
  - Player agent's name and type
  - Indication of whether the transfer is being made against any of the following payments:

- Fixed transfer fee, including details of instalments, if any
  - Any fee paid in execution of a clause in the player's contract with his former club providing for compensation for termination of the relevant contract
  - Conditional transfer fee, including details of conditions
  - Solidarity contribution
  - Training compensation
- Payment currency
  - Amount(s), payment date(s) and recipient(s) for each of the above listed types of payments
  - Own banking details (Name of bank or bank code; Account number or IBAN; Bank address; Account holder)
  - Declaration on third-party payments and influence

**3.** Clubs are also obliged to upload at least the mandatory documents to support the information that has been entered in TMS (cf. Annexe 3, article 8.2 paragraph 1) and provide confirmation of the relevant instruction.

**4.** Equally, where matching exceptions arise, clubs are required to resolve them with the participation of the other club concerned.

**5.** The procedure in relation to the ITC request (cf. Annexe 3, article 8.2 paragraph 1) can only be initiated once the club(s) have complied with their obligations in line with the preceding paragraphs of this article.

**6.** Clubs must declare in TMS any payments made. This also applies to payments made by the player's new club to the player's former club on the basis of contractual clauses contained in the player's contract with his former club and despite no transfer agreement having been concluded. When declaring the execution of a payment, the club making the payment must upload evidence of the money transfer into TMS.

# 5

## Obligations of the associations

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Associations must use TMS in connection with international transfers of players.

### 5.1 Master data

1. The start and end dates of both registration periods and of the season shall be entered in TMS at least 12 months before they come into force. Under exceptional circumstances, associations may amend or modify their registration period dates up until they commence. Once the registration period has begun, no alteration of dates will be possible. The registration periods shall always comply with the terms of article 6 paragraph 2.
2. Associations shall ensure that club address, telephone, e-mail and training category (cf. Annexe 4, article 4) information is kept up to date.
3. Associations shall ensure that players' agents licence details are kept up to date.

### 5.2 Transfer-related information

1. When entering transfer instructions, clubs shall specify the player involved (cf. Annexe 3, article 4 paragraph 2). TMS contains the details of many players who have participated in FIFA tournaments. If the details of the player involved are not already in TMS, the clubs shall enter them as a part of the transfer instruction. The procedure in relation to the ITC request (cf. Annexe 3, article 8.2 paragraph 1) may only be initiated once these player details have been verified, corrected if required and confirmed by the player's former association. The former association shall reject the player if the details of his identity cannot be fully confirmed against its own registration records. The verification of player details shall be done without delay.



2. The procedure in relation to the ITC request (cf. Annexe 3, article 8.2 paragraph 2) shall be carried out by the new association at the appropriate time.
3. The procedure in relation to the response to the ITC request and the player deregistration (cf. Annexe 3, article 8.2 paragraphs 3 and 4) shall be carried out by the former association at the appropriate time.
4. In case of ITC receipt, the new association is required to enter and confirm the player registration date (cf. Annexe 3, article 8.2 paragraph 1).
5. In case of rejection of the ITC request (cf. Annexe 3, article 8.2 paragraph 7), the new association is required to either accept or dispute the rejection, as the case may be.
6. In case of provisional registration (cf. Annexe 3, article 8.2 paragraph 6) or in case of authorisation for provisional registration by the single judge after the new association has disputed the rejection (cf. article 23 paragraph 3), the new association is required to enter and confirm the registration information.

### **5.3 Club training**

To ensure that all affiliated clubs are able to fulfil their obligations in relation to this annexe, ongoing training is the responsibility of the relevant association.

# 6

## Role of FIFA general secretariat

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- 1.** Upon request, the relevant department will deal with any validation exceptions and, if need be, refer the matter to the competent decision-making body, i.e. the Players' Status Committee, its single judge, or the DRC or a DRC judge, as the case may be, for a decision, except for the so-called "player confirmation", which needs to be dealt with by the association concerned (cf. Annexe 3, article 5.2 paragraph 1).
- 2.** Upon request, the relevant department will deal with any validation warnings and, if need be, refer the matter to the competent decision-making body for a decision.
- 3.** Within the scope of proceedings pertaining to the application of these regulations, FIFA may use any documentation or evidence generated by or contained in TMS or obtained by FIFA TMS GmbH on the basis of their investigation powers (cf. Annexe 3, article 7 paragraph 4) in order to properly assess the issue at stake.
- 4.** Sporting sanctions of relevance for TMS will be entered in TMS by the competent department.
- 5.** Disciplinary sanctions of relevance for TMS will be entered in TMS by the competent department.
- 6.** Association sanctions of relevance for TMS will be entered in TMS by the competent department.

# 7

## Role of FIFA TMS GmbH

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- 1.** FIFA TMS GmbH is responsible for ensuring the availability of and access to the system. FIFA TMS GmbH is additionally responsible for managing user access and defining criteria to be an authorised user.
  
- 2.** To ensure that all associations are able to fulfil their obligations in relation to this annexe, ongoing training and support of member associations is the responsibility of FIFA TMS GmbH.
  
- 3.** To fulfil these responsibilities, FIFA TMS GmbH has qualified TMS administrators.
  
- 4.** To ensure that the clubs and associations are fulfilling their obligations in respect to this annexe, FIFA TMS GmbH shall investigate matters in relation to international transfers. All parties are obliged to collaborate to establish the facts. In particular, they shall comply, upon reasonable notice, with requests for any documents, information or any other material of any nature held by the parties. In addition, the parties shall comply with the procurement and provision of documents, information or any other material of any nature not held by the parties but which the parties are entitled to obtain. Non-compliance with these requests from FIFA TMS GmbH may lead to sanctions imposed by the FIFA Disciplinary Committee.



## **Administrative procedure governing the transfer of professionals between associations**

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### **8.1 Principles**

1. Any professional player who is registered with a club that is affiliated to one association may only be registered with a club affiliated to a different association after an ITC has been delivered by the former association and the new association has confirmed receipt of the ITC. The ITC procedure must be conducted exclusively via TMS. Any form of ITC other than the one created by TMS shall not be recognised.
2. At the very latest, the ITC must be requested by the new association in TMS on the last day of the registration period of the new association.
3. The former association must upload a copy of the player passport (cf. article 7) when creating an ITC in favour of the new association.
4. The former association must 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. article 12) when creating an ITC in favour of the new association.

### **8.2 Creating an ITC for a professional player**

1. All data allowing the new association to request an ITC shall be entered into TMS, confirmed and matched by the club wishing to register a player during one of the registration periods established by that association (cf. Annexe 3, article 4 paragraph 4). When entering the relevant data, depending on the selected instruction type, the new club shall upload at least the following documents into TMS:

- a copy of the contract between the new club and the professional player;
- a copy of the transfer or loan agreement concluded between the new club and the former club, if applicable;
- copy of proof of the player's identity, nationality(ies) and birth date, such as passport or identity card;
- proof of player's last contract end date and reason for termination.

Documents must be uploaded in the format required by FIFA TMS GmbH.

If explicitly requested, a document not available in one of the four official languages of FIFA (English, French, German and Spanish), or a specifically defined excerpt of it, must be uploaded in TMS together with its respective translation in one of the four official languages. Failure to do so may result in the document in question being disregarded.

A professional player is not eligible to play in official matches for his new club until the new association has confirmed the receipt of the ITC and has entered and confirmed the player registration date in TMS (cf. Annexe 3, article 5.2 paragraph 4).

- 2.** Upon notification in the system that the transfer instruction is awaiting an ITC request, the new association shall immediately request the former association through TMS to deliver an ITC for the professional player ("ITC request").
- 3.** Upon receipt of the ITC request, the former association shall immediately request the former club and the professional player to confirm whether the professional player's contract has expired, whether early termination was mutually agreed or whether there is a contractual dispute.
- 4.** Within seven days of the date of the ITC request, the former association shall, by using the appropriate selection in TMS, either:
  - a)** deliver the ITC in favour of the new association and enter the deregistration date of the player; or

**b)** reject the ITC request and indicate in TMS the reason for rejection, which may be either that the contract between the former club and the professional player has not expired or that there has been no mutual agreement regarding its early termination.

**5.** Once the ITC has been delivered, the new association shall confirm receipt and complete the relevant player registration information in TMS.

**6.** If the new association does not receive a response to the ITC request within 15 days of the ITC request being made, it shall immediately register the professional player with the new club on a provisional basis ("provisional registration"). The new association shall complete the relevant player registration information in TMS (cf. Annexe 3, article 5.2 paragraph 6). A provisional registration shall become permanent one year after the ITC request. The Players' Status Committee may withdraw a provisional registration, if, during this one-year period, the former association presents valid reasons explaining why it did not respond to the ITC request.

**7.** The former association shall not deliver an ITC if a contractual dispute on grounds of the circumstances stipulated in Annexe 3, article 8.2 paragraph 4 b) has arisen between the former club and the professional player. In such a case, upon request of the new association, FIFA may take provisional measures in exceptional circumstances. If the competent body authorises the provisional registration (cf. article 23 paragraph 3), the new association shall complete the relevant player registration information in TMS (cf. Annexe 3, article 5.2 paragraph 6). Furthermore, the professional player, the former club and/or the new club are entitled to lodge a claim with FIFA in accordance with article 22. FIFA shall then decide on the issue of the ITC and on sporting sanctions within 60 days. In any case, the decision on sporting sanctions shall be taken before the delivery of the ITC. The delivery of the ITC shall be without prejudice to compensation for breach of contract.

### 8.3 Loan of professional players

1. The rules set out above also apply to the loan of a professional player from a club affiliated to one association to a club affiliated to another association, as well as to his return from loan to his original club, if applicable.
2. When applying for the registration of a professional player on a loan basis, the new club shall upload a copy of the pertinent loan agreement concluded with the former club, and possibly also signed by the player, into TMS (cf. Annexe 3, article 8.2 paragraph 1). The terms of the loan agreement shall be represented in TMS.
3. Loan extensions and permanent transfers resulting from loans shall also be entered in TMS at the appropriate time.

## 9

### Sanctions

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#### 9.1 General provision

1. Sanctions may be imposed on any association or club that violates any of the provisions of the present annexe.
2. Sanctions may also be imposed on any association or club found to have entered untrue or false data into the system or for having misused TMS for illegitimate purposes.
3. Associations and clubs are liable for the actions and information entered by their TMS managers.

## **9.2 Competence**

- 1.** The FIFA Disciplinary Committee is responsible for imposing sanctions in accordance with the FIFA Disciplinary Code.
- 2.** Sanction proceedings may be initiated by FIFA, either on its own initiative or at the request of any party concerned, including FIFA TMS GmbH.
- 3.** FIFA TMS GmbH may also initiate sanction proceedings on its own initiative for non-compliance with the obligations under its jurisdiction when authorised to so by the FIFA Disciplinary Committee for explicitly specified violations.

## **9.3 Sanctions on associations**

In particular, the following sanctions may be imposed on associations for violation of the present annexe in accordance with the FIFA Disciplinary Code:

- a reprimand or a warning;
- a fine;
- exclusion from a competition;
- return of awards.

These sanctions may be imposed separately or in combination.



## 9.4 Sanctions on clubs

In particular, the following sanctions may be imposed on clubs for violation of the present annexe in accordance with the FIFA Disciplinary Code:

- a reprimand or a warning;
- a fine;
- annulment of the result of a match;
- defeat by forfeit;
- exclusion from a competition;
- a deduction of points;
- demotion to a lower division;
- a transfer ban;
- return of awards.

These sanctions may be imposed separately or in combination.

## 10 Time limits

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With respect to proceedings and investigations conducted by FIFA TMS GmbH, electronic notifications through TMS or by electronic mail to the address provided in TMS by the parties are considered as valid means of communication and will be deemed sufficient to establish time limits. For the avoidance of doubt, this will have no impact and is not applicable to proceedings before the FIFA Disciplinary Committee.

## Administrative procedure governing the transfer of players between associations outside TMS

### 1 Scope

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The present annexe governs the procedure for the international transfer of all players, excluding those concerned by Annexe 3 of these regulations. Specifically it concerns amateur male players participating in eleven-a-side football, all female players as well as all futsal players.

### 2 Principles

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1. Any player who is registered with a club that is affiliated to one association shall not be eligible to play for a club affiliated to a different association unless an ITC has been issued by the former association and received by the new association in accordance with the provisions of this annexe. Special forms provided by FIFA for this purpose or forms with similar wording shall be used.
2. At the very latest, the ITC must be requested on the last day of the registration period of the new association.
3. The association issuing the ITC shall also attach a copy of the player passport to it.

# 3

## Issue of an ITC for a professional

---

- 1.** All applications to register a professional must be submitted by the new club to the new association during one of the registration periods established by that association. All applications shall be accompanied by a copy of the contract between the new club and the professional. Equally, a copy of the transfer agreement concluded between the new club and the former club shall be provided to the new association, if applicable. A professional is not eligible to play in official matches for his new club until an ITC has been issued by the former association and received by the new association.
- 2.** Upon receipt of the application, the new association shall immediately request the former association to issue an ITC for the professional (“ITC request”). An association that receives an unsolicited ITC from another association is not entitled to register the professional concerned with one of its clubs.
- 3.** Upon receipt of the ITC request, the former association shall immediately request the former club and the professional to confirm whether the professional’s contract has expired, whether early termination was mutually agreed or whether a contractual dispute exists.
- 4.** Within seven days of receiving the ITC request, the former association shall either:

  - a)** issue the ITC to the new association; or
  - b)** inform the new association that the ITC cannot be issued because the contract between the former club and the professional has not expired or that there has been no mutual agreement regarding its early termination.

- 5.** If the new association does not receive a response to the ITC request within 30 days of the ITC request being made, it shall immediately register the professional with the new club on a provisional basis (“provisional registration”). A provisional registration shall become permanent one year after the ITC request. The Players’ Status Committee may withdraw a provisional registration, if, during this one-year period, the former association presents valid reasons explaining why it did not respond to the ITC request.
- 6.** The former association shall not issue an ITC if a contractual dispute has arisen between the former club and the professional. In such a case, the professional, the former club and/or the new club are entitled to lodge a claim with FIFA in accordance with article 22. FIFA shall then decide on the issue of the ITC and on sporting sanctions within 60 days. In any case, the decision on sporting sanctions shall be taken before the issue of the ITC. The issue of the ITC shall be without prejudice to compensation for breach of contract. FIFA may take provisional measures in exceptional circumstances.
- 7.** The new association may grant a player temporary eligibility to play until the end of the season that is underway on the basis of an ITC sent by fax. If the original ITC is not received by that time, the player’s eligibility to play shall be considered definitive.
- 8.** The foregoing rules and procedures also apply to professionals who, upon moving to their new club, acquire amateur status.

## 4

### Issue of an ITC for an amateur

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1. All applications to register an amateur player must be submitted by the new club to the new association during one of the registration periods established by that association.
2. Upon receipt of the application, the new association shall immediately request the former association to issue an ITC for the player ("ITC request").
3. The former association shall, within seven days of receiving the ITC request, issue the ITC to the new association.
4. If the new association does not receive a response to the ITC request within 30 days, it shall immediately register the amateur with the new club on a provisional basis ("provisional registration"). A provisional registration shall become permanent one year after the ITC request. The Players' Status Committee may withdraw a provisional registration, if, during this one-year period, the former association presents valid reasons explaining why it did not respond to the ITC request.
5. The foregoing rules and procedures also apply for amateurs who, upon moving to their new club, acquire professional status.

## 5

### Loan of players

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

## Training compensation

### 1

#### Objective

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1. A player's training and education takes place between the ages of 12 and 23. Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, training compensation shall be payable until the end of the season in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between 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

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1. Training compensation is due when:
  - i. a player is registered for the first time as a professional; or
  - ii. a professional is transferred between clubs of two different associations (whether during or at the end of his contract)

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

2. Training compensation is not due if:
- i. the former club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or
  - ii. the player is transferred to a category 4 club; or
  - iii. a professional reacquires amateur status on being transferred.

## 3

### Responsibility to pay training compensation

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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 season 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

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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, article 5.1 paragraph 2).

## 5 Calculation of training compensation

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1. As a general rule, to calculate the training compensation due to a player's former club(s), it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself.
2. Accordingly, the first time a player registers as a professional, the training compensation payable is calculated by taking the training costs of the new club multiplied by the number of years of training, in principle from the season of the player's 12<sup>th</sup> birthday to the season 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 seasons between their 12<sup>th</sup> and 15<sup>th</sup> birthdays (i.e. four seasons) shall be based on the training and education costs of category 4 clubs. This exception shall, however, not be applicable where the event giving rise to the right to training compensation (cf. Annexe 4 article 2 paragraph 1) occurs before the end of the season of the player's 18<sup>th</sup> birthday.

**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

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**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 season of training may occur before the season 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. 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).

## 7

### **Disciplinary measures**

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

## Solidarity mechanism

# 1

## Solidarity contribution

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If a professional moves during the course of a contract, 5% of any compensation, 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 seasons of his 12<sup>th</sup> and 23<sup>rd</sup> birthdays, as follows:

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

## 2

### Payment procedure

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- 1.** The new club shall pay the solidarity contribution to the training club(s) pursuant to the above provisions no later than 30 days after the player's registration or, in case of contingent payments, 30 days after the date of such payments.
- 2.** It is the responsibility of the new club to calculate the amount of the solidarity contribution and to distribute it in accordance with the player's career history as provided in the player passport. The player shall, if necessary, assist the new club in discharging this obligation.
- 3.** 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.
- 4.** The Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this annexe.







