



Explanatory Notes

Interim Regulatory Framework

- **Contractual stability, in particular article 17 of the FIFA Regulations on the Status and Transfer of Players**
- **Sporting sanctions**
- **International Transfer Certificates**
- **Coaches**
- **Cases pending before the Football Tribunal**

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A. Introduction

1. On 4 October 2024, the Court of Justice of the European Union (CJEU) rendered its judgment in case C-650/22 concerning the football player Lassana Diarra (“Diarra Judgment”).
2. The Diarra Judgment contains critical considerations in relation to specific elements of the regulatory framework concerning contractual stability and the procedure related to the issuance and delivery of an International Transfer Certificate (ITC). The relevant rules are contained in the FIFA Regulations on the Status and Transfer of Players (RSTP). The Diarra Judgment primarily concerns article 17 of the RSTP and Annexe 3 to the RSTP (in relation to ITCs) and also indirectly affects Annexe 2 to the RSTP (in relation to coaches).
3. Immediately upon the issuance of the Diarra Judgment, FIFA opened a [global dialogue](#) regarding possible changes to the RSTP. FIFA has since received [substantial feedback](#) from football stakeholders from across the world.
4. FIFA will continue this inclusive process to develop, jointly with its stakeholders, a new, long-term, robust and globally uniform regulatory framework for professional football, through an open, objective, transparent and non-discriminatory process.
5. However, discussions with key stakeholders have also shown that there is a pressing need for stability and regulatory clarity on an interim basis, while these broader discussions continue. In particular, in January 2025, many FIFA member associations will open their registration periods (so-called transfer windows). This entails a degree of urgency for stakeholders to have clarity about the applicable regulatory framework in these upcoming registration periods, in relation to both contractual stability and the execution of international transfers of players.
6. For this reason, FIFA engaged separately with its key stakeholders¹ to develop an interim regulatory framework to be put in place.
7. That interim regulatory framework was adopted by a decision of the Bureau of the FIFA Council dated 22 December 2024. It is a direct result of the close consultation between FIFA and its key stakeholders. The interim regulatory framework will apply until the broader discussions on the long-term content of the RSTP have concluded. It will also apply immediately to cases that are currently pending for a decision on the merits by the Football Tribunal.

¹ In this context, FIFA reached out to the World Players’ Union (FIFPRO), the European Club Association (ECA), the World Leagues Association (WLA), and the Union of European Football Associations (UEFA).

8. These explanatory notes set out all the relevant details of the interim regulatory framework. FIFA is thankful to all its stakeholders for their constructive and collaborative approach during this consultation phase.

B. Stakeholder consultation

9. Between 28 November 2024 and 22 December 2024, FIFA engaged in several rounds of consultation with the aforementioned key stakeholders.
10. Immediately following the issuance of the Diarra Judgment and in parallel to opening the global dialogue, FIFA made immediate, good-faith efforts to seek the views of these stakeholders on the possible need for an interim regulatory framework, and on the possible content of such a solution.
11. In reaching the final version of the interim regulatory framework, FIFA duly took account of all views and positions of the stakeholders that actively participated in the substantive discussions regarding a provisional solution of this nature. FIFA has sought to reflect the positions expressed and the various legitimate interests of each stakeholder concerned.
12. As is only natural for such a consultation process, it was difficult to reach a consensus on every single detail of this interim regulatory framework, in particular given its provisional nature and the urgency at which it needed to be developed. However, FIFA is convinced that the regulatory approach adopted strikes a very reasonable balance between all the views expressed.
13. Most, though not all, stakeholders agreed that introducing an interim regulatory framework was a necessary step to be taken. Nevertheless, they expressed differing views as to what exactly it should comprise. FIFA also considers that it has the responsibility, as world football's recognised governing body, to provide as much regulatory stability and clarity as possible in the current circumstances. FIFA remains convinced that an open, inclusive dialogue with all its stakeholders is the best way forward to develop a robust, objective, transparent, non-discriminatory and proportionate regulatory framework for football at global level.
14. Accordingly, the interim regulatory framework strikes a balanced compromise between the different views expressed by the stakeholders who actively participated in the discussions on the substance of the interim regulatory framework.
15. The Bureau of the FIFA Council adopted the interim regulatory framework on 22 December 2024. It enters into effect on 1 January 2025.

C. Purpose and nature

16. FIFA is aware that, following the issuance of the Diarra Judgment, many questions arose with regard to the legality, validity and/or applicability of specific elements of the RSTP.
17. Against this background, the purpose of the interim regulatory framework is to ensure that all football stakeholders benefit from stability and regulatory certainty, in particular for the upcoming registration periods and more generally for as long as the broader consultation on possible long-term changes to the RSTP is ongoing. With this interim regulatory framework, FIFA can ensure that a globally uniform set of rules continues to apply and that all clubs worldwide are subject to consistent regulatory standards in relation to squad composition, the stability of contracts and international transfers of players.
18. It is important to underline that this interim regulatory solution does not condition any element of the ongoing discussions related to the prospective long-term changes to the RSTP. Some elements of this interim regulatory framework may be reflected in the wording of a future version of the RSTP whilst others may not. The fact that some elements have been included in this interim regulatory framework does not mean that they will, or will not, be part of the eventual long-term solution contained in a new version of the RSTP.

D. Regulatory concepts unaffected by the Diarra Judgment

19. At the outset, it is important to note that the Diarra Judgment does not call into question the RSTP in its entirety, nor does it cast any doubt over certain basic regulatory concepts related to contractual stability. These concepts are, therefore, fully maintained. Before addressing the changes contained in the interim regulatory framework, it is appropriate to recall the regulatory concepts related to contractual stability that continue to apply without modification under this interim regulatory framework.
20. These are the following:
 - FIFA's legitimacy to issue globally uniform, binding rules in relation to contractual stability: The Diarra Judgment confirms the need for uniform regulatory standards for all clubs worldwide, including in relation to contractual stability. The Diarra Judgment also confirms that FIFA, as world football's recognised governing body, has the legitimacy to issue such globally uniform rules.
 - The principle of contractual stability: Contracts between players or coaches, on the one hand, and clubs or member associations, on the other hand, must be respected. They terminate only upon expiry of the agreed term, or by

mutual agreement.² They may be unilaterally terminated only in the existence of just cause.³

- The principle of a protected period: Contracts continue to be subject to a protected period, within which a breach of contract may lead to sporting sanctions against the party in breach of contract.⁴
- Sporting sanctions against a club for a breach of contract during the protected period: A club that breaches a contract within the protected period may be subject to sporting sanctions, as defined in the RSTP.⁵
- Sporting sanctions against a player for a breach of contract during the protected period: A player who breaches a contract within the protected period may be subject to sporting sanctions, as defined in the RSTP.⁶
- Ability to contractually agree on the compensation for a breach of contract: Parties are free to contractually agree on the compensation that shall be payable in the event of a breach of contract,⁷ subject to the requirements and a review by the Football Tribunal based on existing jurisprudence.
- Existence of, and need for, an ITC: An ITC is still required in order for players to be transferred internationally.⁸

21. Further, it must be noted that all other regulatory principles and requirements contained in the RSTP continue to apply without modification, unless specifically addressed in these explanatory notes or the interim regulatory framework.

E. The interim regulatory framework

1. Overview

22. In summary, the interim regulatory framework affects the following rules and principles:

- the calculation of compensation payable in the event of a breach of contract by a player or coach;⁹

² Art. 13 of the RSTP.

³ Art. 14 par. 1 of the RSTP.

⁴ RSTP, Definitions section, no. 7.

⁵ Art. 17 par. 4 of the RSTP.

⁶ Art. 17 par. 3 of the RSTP.

⁷ Art. 17 par. 1 of the RSTP.

⁸ Art. 11 of Annexe 3 to the RSTP.

⁹ See par. 29 et seq.

- the burden of proof in relation to joint and several liability for compensation payable for a breach of contract;¹⁰
 - the burden of proof in relation to an inducement to breach a contract (and the related sporting sanction against the new club of a player);¹¹ and
 - the procedure regarding the issuance of an ITC.¹²
23. Further, the interim regulatory framework contains a more detailed definition of the term “just cause”¹³ and provides certain clarifications in relation to the burden of proof and evidentiary requests,¹⁴ by introducing amendments to the corresponding article of the Procedural Rules Governing the Football Tribunal (“Procedural Rules”).¹⁵
24. Finally, these explanatory notes contain clarifications regarding certain disciplinary measures and set out when the interim regulatory framework enters into force and how it will apply to cases that are currently pending before the Football Tribunal.

2. The notion of “just cause”

25. As indicated, valid contracts may still be prematurely and unilaterally terminated in the existence of “just cause”.¹⁶
26. In order to provide more clarity and predictability, the interim regulatory framework introduces a general definition of “just cause” to article 14 paragraph 1 of the RSTP:

“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. In general, just cause shall exist in any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship.”

27. This amendment represents no change in practice. Rather, it codifies the established jurisprudence of the Football Tribunal and its precursors. Adding this wording will give stakeholders that may not be familiar with this practice more clarity and predictability, and it will reinforce the fact-specific approach of the Football Tribunal when determining whether there is just cause in a particular case.
28. Under this approach, the Football Tribunal will continue to analyse the existence of just cause on a case-by-case basis, taking into account all the factual specificities of each case. Examples of just cause, and of the existing jurisprudence of the Football

¹⁰ See par. 38 et seq.

¹¹ See par. 42 et seq.

¹² See par. 55 et seq.

¹³ See par. 25 et seq.

¹⁴ See par. 48 et seq.

¹⁵ Art. 13 of the Procedural Rules.

¹⁶ Art. 14 par. 1 of the RSTP.

Tribunal, can be found in the freely accessible [FIFA Commentary on the RSTP](#), specifically in the section concerning articles 14 and 17 of the RSTP.

3. The calculation of compensation for breach of contract

29. Article 17 paragraph 1 of the RSTP specifies how the compensation payable in the event of a breach of contract shall be calculated. The Diarra Judgment contains critical considerations in relation to some of the calculation criteria. Accordingly, without recognising the illegality of any of these aspects, FIFA wishes to provide as much clarity and stability as possible. Certain aspects have therefore been removed from the interim regulatory framework in order to clarify the approach to calculating compensation.

30. The amended wording of article 17 paragraph 1 of the RSTP reads as follows:

“In all cases, the party that has suffered as a result of a breach of contract by the counterparty shall be entitled to receive 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 taking into account the damage suffered, according to the ‘positive interest’ principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.”

31. Under this amended wording, certain key principles remain unaffected:

- the principle that a party that has suffered damage as a result of a breach is entitled to request financial compensation to restore it to the position in which it would have found itself had the breach of contract not occurred, in line with the “positive interest” principle;
- the principle that the starting point for the calculation of damages is to quantify the damage suffered;
- the principle that the party claiming compensation bears the burden of quantifying, substantiating and proving the damage suffered;
- the fact that the individual facts and circumstances of each case must always be considered when calculating the amount of compensation to be awarded; and
- the principle that parties may contractually agree in advance on the amount payable in the event of a breach of contract.

32. The interim regulatory framework is no longer based on the specific calculation criteria that were deemed problematic by the CJEU in the Diarra Judgment. Instead, compensation shall be calculated in an objective and transparent way and at a level required to restore the party that has suffered damage as a result of a breach of

contract to the position in which that party would have been had the breach not occurred. The Football Tribunal will apply this “positive interest” principle, which is an established mechanism under contract law, as a basis for calculating compensation for breach of contract.

33. Where there is a dispute, it will always be up to the claimant to quantify, substantiate and prove the damage that it allegedly suffered as a result of a breach of contract. Provided that the party can satisfy this burden of proof, it shall, in principle, be fully compensated for the damage suffered, in line with the calculation criteria outlined above (subject to the obligation to mitigate damage suffered, in accordance with the case law of the Football Tribunal). It is to be noted that where compensation is due to a player, the additional calculation mechanism established in article 17 paragraph 1 subparagraph 2 of the RSTP remains unchanged.
34. If a party wishes FIFA to treat the law of the country concerned as one of the factors to be considered within the overall calculation as per the “positive interest” principle, that party shall have the burden of demonstrating the relevance of a particular national law, its exact content and to what precise effect it should be considered by the Football Tribunal.
35. Essentially, identical amendments have been made to the rules applicable to disputes involving coaches. Specifically, article 6 paragraph 2 d) of Annexe 2 to the RSTP has been amended as follows:

“Compensation shall be calculated taking into account the damage suffered, according to the ‘positive interest’ principle, having regard to the individual facts and circumstances of each case, and with due consideration for the law of the country concerned.”

36. The application of this provision will follow the principles outlined above in relation to article 17 paragraph 1 of the RSTP.
37. Finally, it is worth reiterating that the content of this interim regulatory framework regarding this specific aspect of calculation, as with all other aspects, is entirely without prejudice to the outcome of the ongoing consultation in relation to the long-term regulatory approach to the RSTP, to the contents of a possible new version of the RSTP and to the positions that stakeholders may express in the ongoing (and/or any potential future) consultation on these topics.

4. The burden of proof in relation to joint and several liability

38. Under the interim regulatory framework, article 17 paragraph 2 of the RSTP reads as follows:

“Entitlement to compensation cannot be assigned to a third party. A player’s new club shall be held jointly liable to pay compensation if, having regard to the

individual facts and circumstances of each case, it can be established that the new club induced the player to breach their contract.”

39. The rationale for, and purpose of, this rule is to ensure that all decisions on joint and several liability can be rendered with full regard to the individual facts and circumstances of each case, and that joint and several liability will only apply if it can be established that a player’s new club induced the player to breach their contract.
40. Accordingly, the interim regulatory framework reverses the burden of proof in relation to the joint and several liability of a player’s new club. New clubs may only be held jointly liable to pay compensation if a claiming club can prove that a new club induced a player to breach their contract.
41. In this context, reference needs to be made to the clarifications of the parties’ duty to collaborate to establish the facts and the ability to draw an adverse inference from the parties’ behaviour in this context. These clarifications will be explained in paragraph 47 et seq. below.

5. The burden of proof in relation to inducement to breach of contract

42. The interim version of article 17 paragraph 4 of the RSTP reads as follows:

“A sporting sanction shall be imposed (i) on any club found to be in breach of contract during the protected period or (ii) on a player’s new club if, having regard to the individual facts and circumstances of each case, it can be established that the new club induced the player to breach the contract during the protected period. 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 exceptions stipulated in article 6 paragraph 3 of these regulations in order to register players at an earlier stage.”

43. First, the principle remains that any club found to be in breach of contract during the protected period may, as before, face a sporting sanction.
44. In addition to this, the rationale for, and purpose of, the amended wording of this rule is to ensure that decisions on a possible sporting sanction against a new club for inducement to breach of contract are always rendered with full regard to the individual facts and circumstances of each case. Accordingly, a sporting sanction may only be imposed against a new club if the claiming club can establish that a player’s new club induced the player to breach the relevant contract.
45. The interim regulatory framework therefore reverses the burden of proof in relation to the inducement to breach of contract.
46. In all such cases, the nature and extent of the sporting sanction remain unchanged.

47. Finally, it is also important in this context to mention the clarifications of the parties' duty to collaborate to establish the facts and the Football Tribunal's ability to draw an adverse inference from the parties' behaviour in this context. The following paragraphs will explain these clarifications that will be introduced to the Procedural Rules.

6. The burden of proof: duty to collaborate

48. The general principles regarding the burden of proof are established in article 13 paragraph 5 of the Procedural Rules:

"A party that asserts a fact has the burden of proving it."

49. This principle remains unchanged. Any party asserting the existence of a specific fact or circumstance must prove to the Football Tribunal that this fact or circumstance exists.

50. However, with the introduction of the interim regulatory framework, a new paragraph 6 has been added to this article:

"Parties have the duty to collaborate to establish the facts and shall respond in good faith to any evidentiary request from a chamber, the FIFA general secretariat or a party. A party submitting an evidentiary request shall demonstrate that the evidence requested is likely to exist and is relevant. An adverse inference may be drawn from a party's reaction to an evidentiary request."

51. The background to this new rule is that, with the reversal of the burden of proof in article 17 paragraphs 2 and 4 of the RSTP and given the inherent evidentiary difficulties that parties in international football proceedings may face, it seems appropriate to clarify: (1) the duty of parties to collaborate by providing evidence; and (2) the Football Tribunal's entitlement to draw an adverse inference, depending on the reaction of a party to an evidentiary request.

52. More specifically, this new paragraph clarifies that parties have a duty to collaborate in the establishment of the facts in a specific case. When asked to provide information or documentation that is relevant to a case, they must, in principle, comply with such a request. This will ensure that the decision-making process of the Football Tribunal takes account, to the fullest extent possible, of all the relevant factual circumstances of an individual case.

53. Under this new rule, the relevant chamber of the Football Tribunal, the FIFA general secretariat or a party may make a specific evidentiary request. For example, a party may be asked to provide a particular document or piece of information. If such an evidentiary request is made by a party to the proceedings (i.e. not by the Football Tribunal or the FIFA general secretariat), that party must demonstrate that the

evidence requested is likely to exist and is relevant. It is for the Football Tribunal to determine whether an evidentiary request meets these requirements.

54. This new rule also clarifies that the Football Tribunal is entitled to draw an adverse inference from a party's reaction to such an evidentiary request (for example, if a party refuses to disclose a document or piece of information that seems relevant and is likely to exist, without a valid explanation or justification).

7. International Transfer Certificates (ITCs)

55. The amended version of article 11 of Annexe 3 to the RSTP under the interim regulatory framework establishes a modified mechanism related to the issuance of an ITC. This new mechanism can be summarised as follows:

- When a player's new association makes a request for the delivery of an ITC ("ITC Request"), the former association shall, within 72 hours, deliver the ITC to the new association.
- It is no longer possible for the former association to reject an ITC Request.
- If the former association fails to respond to the ITC Request within 72 hours, the new association will be able to register the player with the new club and enter the relevant player registration information in TMS.
- In exceptional circumstances, the player, the former association or the new association may request FIFA's intervention by emailing regulatory@fifa.org.

For the avoidance of doubt, such an intervention may never be used to block the issuance of a player's ITC solely due, for example, to an ongoing contractual dispute. The ability to request such an intervention is designed only for scenarios where, for example, an ITC Request is made without a player's knowledge, in a way that is abusive towards a player, or if there is a technical error related to an ITC Request.

- In all cases, the issuance of an ITC is without prejudice to any contractual dispute between the player, their former club and/or their new club. In other words, even if a former association immediately confirms the issuance of an ITC, this has no effect whatsoever on an affected club's right to file a contractual claim against the player in question and/or their new club.

This corroborates the notion that the existence of such a contractual dispute can never be used to block the issuance of a player's ITC. A player may always – irrespective of such a dispute – move to a new association and continue their career with a new club, as long as due consideration is given to sporting integrity and the transfer is made during the applicable registration periods.

56. A contractual dispute between a player and a former club has never been a reason for an ITC not to be issued and FIFA has consistently and unreservedly ensured that ITCs are delivered for players who wish to continue their careers in other parts of the world. Nevertheless, the rationale for, and purpose of, this new procedure is to clarify the applicable mechanism through the interim regulatory framework. Under this new mechanism, no association can ever invoke the existence of a purely contractual dispute in order to block the issuance of an ITC. All of this will further facilitate player movement, in line with requirements established in the Diarra Judgment.

F. Pending cases before the Football Tribunal

57. Several cases to which the rules affected by the Diarra Judgment are potentially relevant are pending before the Football Tribunal. In particular, these include cases involving claims based on article 17 paragraphs 1, 2 and/or 4 of the RSTP.

58. Under article 29 of the RSTP (as amended under the interim regulatory framework), the amended rules of the RSTP will also apply directly to these pending cases.

59. It is clear that, before the Football Tribunal renders any decision, the parties concerned will be granted the right to be heard in relation to the possible consequences and impact of the interim regulatory framework on the merits of a case.

G. Disciplinary measures

60. On 25 November 2024, the chairman of the FIFA Disciplinary Committee issued a letter containing clarifications in relation to sporting sanctions that may have been issued and/or requested based on provisions contained in the RSTP, which are affected by the Diarra Judgment.

61. In this letter, the chairman of the FIFA Disciplinary Committee made the following clarifications:

“A. The following disciplinary measures are to be temporarily suspended with immediate effect:

1. Any disciplinary measures against players related to the enforcement of financial entitlements awarded based on article 17 RSTP.

2. Any disciplinary measures against coaches related to the enforcement of financial entitlements awarded based on article 6 Annexe 2 RSTP.

3. Any disciplinary measures against clubs based on the joint and several liability foreseen in article 17 para. 2 RSTP.

4. The above includes cases where, following a decision of the Football Tribunal, a subsequent decision of the FIFA Disciplinary Committee has been rendered based on art. 21 of the FIFA Disciplinary Code (FDC), ed. 2023 or on art. 15 FDC, ed. 2019.

5. The above is without prejudice to a possible later reinstatement of such measures and does not constitute any admission of [the] illegality of such disciplinary measures.

B. The FIFA general secretariat is hereby appointed to implement these temporary suspensions.”

62. This excerpt from the letter clarifies that the relevant sporting sanctions are only temporarily suspended. These are sanctions that may have been requested or imposed on the basis of the provisions affected by the Diarra Judgment, as mentioned above.
63. Importantly, this letter does not call into question either the existence of a protected period or the threat of a sporting sanction against a club or player for a breach of contract during the protected period.¹⁷ Furthermore, this letter does not affect existing registration bans imposed on clubs for breach of contract during the protected period or suspensions imposed on players for breach of contract during the protected period.

H. Next steps

64. As indicated, the interim regulatory framework enters into force on 1 January 2025.
65. Irrespective of this, FIFA is continuing its extensive and open consultation process and global dialogue with all stakeholders on the long-term future of the RSTP. In particular, FIFA is continuing to engage with all stakeholders that have expressed an interest in being part of this dialogue and that have submitted their observations about the impact of the Diarra Judgment on the existing regulatory framework.
66. FIFA’s overall aim remains to work with its stakeholders to develop a robust and uniform global regulatory framework in an objective, transparent, non-discriminatory and proportionate way. This will guarantee the integrity of competitions, competitive balance and contractual stability, whilst taking account of the legitimate views and interests of all affected parties.

¹⁷ See par. 20.

I. Final remarks

67. All stakeholders are kindly encouraged to regularly consult these explanatory notes since they may be updated from time to time.
68. For the avoidance of doubt, this document was produced by the FIFA general secretariat and is not binding on any decision-making body of FIFA. In the event of any discrepancies between these explanatory notes and the applicable FIFA regulations, the latter take precedence.
69. Any questions or remarks may be directed to the FIFA general secretariat by emailing regulatory@fifa.org.

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