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The New FIFA RSTP: is it the first international Collective Agreement for football?

On 10 June 2026, the FIFA Council approved the new edition of the FIFA Regulations on the Status and Transfer of Players (“FIFA RSTP”), the result of a historic agreement reached with FIFPRO, European Football Clubs (“EFC”) and the World Leagues Association (“WLA”), with the participation of CONMEBOL and UEFA. The new regulations, which will enter into force on 1 January 2027, represent the most significant reform of the regulations since 2001 and introduce a regulatory framework resulting from concertation among the social partners, with the objective of being recognised as the first international collective labour agreement in the world of sport.

The FIFA RSTP and their origins

The FIFA RSTP constitute the global and binding body of rules governing the status of football players, their eligibility to participate in organised football, and transfers between clubs belonging to different associations.

The regulations find their origins in the modernisation process initiated by FIFA in the wake of

the historic Bosman ruling of 1995, whereby the Court of Justice of the European Union abolished transfer fees for players at the end of their contracts and restrictions on EU nationals. The new regulations entered into force on 1 March 2001, introducing for the first time a comprehensive framework governing the consequences of the premature termination of contracts and the compensation system, as the result of discussions between FIFA, UEFA and the European Commission held in Brussels.

A fundamental principle of the FIFA RSTP is contractual stability, pursuant to which a contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement. Around this principle, a complex system is articulated, comprising the regulation of transfers, training compensation and solidarity contributions, as well as a regulatory framework designed to guarantee contractual protection for both parties (players and clubs).

Over the years, the regulations have been amended twelve times, without, however, altering their original rationale: to safeguard contractual stability as an essential prerequisite for ensuring the regularity of competitions and, at the same time, to protect clubs’ investments in player development. The goal is to preserve an ecosystem capable of incentivising investment and sustaining the attractiveness of world football, both as a sporting phenomenon and as an entertainment and commercial product.

A separate mention is warranted for the regulation of the consequences of the termination of a contract between a club and a professional player without just cause. Article 17 of the FIFA RSTP, entitled until the 2025 edition “Consequences of terminating a contract without just cause”, provided that, in the event of termination without

just cause, the party in breach was liable to pay compensation calculated on the basis of various parameters (the player's remuneration, the residual duration of the contract, expenses incurred by the club), and established the joint and several liability of the new club as well as sporting sanctions during the so-called protected period. This provision gave rise to extensive jurisprudence of the Court of Arbitration for Sport (CAS), from the Leão and Matuzalem cases to the Mutu, De Sanctis and Webster cases, and was the subject of the landmark Diarra case, referred to the Court of Justice of the European Union, from which the impetus that led to the reform of the FIFA RSTP originated.

The Diarra case and its consequences

The social dialogue that led to this reform originated from a 2014 dispute concerning the termination by French player Lassana Diarra of his employment contract with Lokomotiv Moscow. The club sought compensation of EUR 20 million, while Diarra claimed unpaid salary arrears and denounced the impossibility of transferring to the Belgian club Charleroi. The Dispute Resolution Chamber of FIFA partially upheld the club's claims, ordering Diarra to pay EUR 10.5 million. The player and the Belgian club challenged the decision before the Belgian courts, which made a preliminary reference to the Court of Justice pursuant to Article 267 TFEU.

In its judgment of 4 October 2024 (Case C-650/22), the Court analysed the compatibility of Articles 9 and 17 of the FIFA RSTP with Articles 45 and 101 TFEU, identifying three problematic aspects: (i) the joint and several liability of the new club, (ii) the criteria for determining compensation, and (iii) the power of national associations to withhold the ITC in the presence of contractual disputes.

The Court concluded that the FIFA rules constitute an obstacle to the free movement of workers since they are "clearly capable of discouraging new clubs from engaging such players" due to the high legal, financial and sporting risks, which were considered "significant and, moreover, unpredictable". On the antitrust side, the Court held that the FIFA RSTP provisions constituted restrictions of competition "by object", characterising them essentially as no-poaching agreements capable of "artificially compartmentalising national and local markets", and excluded the possibility of benefiting from the exemption under Article 101(3)

TFEU, on the grounds that the RSTP impose a "generalised, drastic and permanent" restriction that is not indispensable for achieving the declared objective.

Notwithstanding the above, the judgment in fact created a regulatory limbo concerning Article 17, leaving unresolved the question of the correct determination of compensation.

The 2025 Interim Provisions

In response to the decision, FIFA ordered the temporary suspension of certain disciplinary measures provided for under Article 17, including the joint and several liability of the new club and the sanctions for failure to comply with the financial decisions of the FIFA Football Tribunal. On 23 December 2024, FIFA introduced an interim regulatory framework, which amended the criteria for calculating compensation, basing them on the principle of positive interest and on the residual value of the contract.

The New Edition of the FIFA RSTP and the Role of the Global Social Dialogue Platform

As a result of the dialogue with stakeholders, a structural modification is introduced whereby the FIFA RSTP may no longer be unilaterally amended by FIFA, but exclusively by consensus among all social partners, within the framework of a Global Social Dialogue Platform, a platform that recognises FIFPRO, EFC and WLA as global social partners and operates through three dedicated channels: (i) the transfer system and regulatory matters; (ii) national transfer systems and support for social dialogue; (iii) player welfare and occupational health and safety standards.

Furthermore, from an EU law perspective, we cannot exclude the possible applicability of the so-called Albany exception (from CJEU Case C-67/96), according to which agreements concluded between social partners for the purpose of protecting working conditions would fall outside the scope of Article 101 TFEU. If the Global Social Dialogue Platform were to consolidate itself as an authentic forum for collective bargaining, and the FIFA RSTP were to be recognised as a genuine international collective agreement, the transfer system could benefit from an antitrust shield that would significantly strengthen its legal legitimacy within the EU legal order.

Moreover, it should be noted that, in addition to

the approval of the new FIFA RSTP, FIFA and FIFPRO have also signed a Memorandum of Understanding (“MoU”), with immediate effect and valid until 31 December 2031, which gives institutional substance to the new model. The MoU provides that representatives designated by FIFPRO shall sit on the FIFA Football Tribunal, on FIFA judicial bodies, on various standing committees and on the Sub-Committee for Human Rights and Sustainability; FIFPRO will also be present on the FIFA Council as an observer with the right to speak on matters relating to players. Because of the agreement, FIFPRO has decided to withdraw all pending proceedings against FIFA.

The new article 17

In addition to the above, the content of Article 17, now entitled “Consequences of a Breach of Contract”, has been radically amended.

Whereas previously it regulated exclusively the consequences of termination without just cause through criteria for calculating compensation based on a generic reference to the law of the country concerned, to the specificity of sport and to “other objective criteria”, the reform transforms the provision into an articulated system that regulates these matters in an analytical and predictable manner.

Specifically, the agreed compensation is introduced, i.e. the right of the parties to contractually predetermine the amount payable in the event of a breach of contract, with the possibility for the FIFA Football Tribunal to reduce such amount only if it is excessively high, or to disregard it if it is manifestly unfair. For players earning a yearly fixed remuneration of up to USD 150,000, a minimum amount equal to the residual value of the contract that was breached is guaranteed.

In the absence of agreed compensation, the principle of positive interest and the reference to national law are abandoned, now replaced by the principle of full compensation for the damage actually suffered, with the codification of a guaranteed minimum amount corresponding to the residual value of the contract, which may be departed from only in extraordinary circumstances, in addition to the provision of a penalty payment of up to six monthly salaries in cases of proven abusive conduct.

A progressive system of sporting sanctions against clubs is also introduced: from a mere warning with

a fine for the first breach, up to a ban from registering any new players for two entire and consecutive registration periods for the fourth breach.

A presumption of inducement is established: if the player signs a new contract within forty-five days of a breach of contract, it shall be presumed that the new club induced the player to do so, with the burden of proof to the contrary assessed on the standard of “comfortable satisfaction”.

Finally, the transitional provision provides that the rules on agreed compensation shall apply exclusively to contracts concluded after the entry into force of the 2027 regulations.

Article 21bis

Lastly, mention should also be made, if only for its symbolic value, of Article 21bis, which introduces for the first time the participation of players in transfer fees. Clubs and players remain free to contractually agree on such participation; however, in permanent international transfers, the mechanism becomes mandatory for players earning a yearly fixed remuneration of less than EUR 150,000 with the releasing club in the relevant season: in such case, the releasing club is required to pay the player 5% of the total fixed transfer fee effectively received.

The mandatory scope of the provision is limited to players below the remuneration threshold, but its symbolic value is significant: the player is no longer merely the object of a transaction between clubs but participates in the economic value generated by their transfer.

Conclusions and future perspectives

The new FIFA RSTP represent a turning point in the governance of world football, marking the transition from a regulatory framework characterised by the adoption of rules defined unilaterally by FIFA and binding on affiliated associations, to a model founded on social dialogue as an instrument for the elaboration and legitimisation of the rules of the system.

The abandonment of positive interest in favour of full compensation, the introduction of agreed compensation, and the progressive system of sanctions respond directly to the shortcomings identified by the Diarra judgment, promoting transparency and proportionality.

In practice, it will remain essential to adopt a

balanced approach that safeguards contractual stability without exposing clubs to opportunistic behaviour. Attention should also be paid to the possible effects of the reform on smaller clubs, whose ability to preserve the contractual stability of their players, their primary sporting and financial asset, could be significantly weakened.

Concurrently with the FIFA RSTP, FIFA also published the new FIFA Disciplinary Code, approved on 10 June 2026 and entering into force on 1 January 2027, and the new Procedural Rules Governing the Football Tribunal, adopted on the same date, thereby completing a profoundly renewed normative framework that reshapes the institutional and procedural architecture of international football.

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