

**To the national associations  
of FIFA**

Circular no. 867

Zurich, 18 September 2003  
GS/clu

**Amendment in the interpretation of the FIFA Regulations for the Status and Transfer of Players**

Dear General Secretary,

On 28 June 2003, the FIFA Executive Committee met in Paris, where it discussed the implications of art. 5.2 of the FIFA Regulations for the Status and Transfer of Players.

Bearing the ongoing transfer period in mind, the Executive Committee deliberated extensively over two questions regarding the interpretation of art. 5.2 of the FIFA Regulations for the Status and Transfer of Players.

Firstly, the Executive Committee underlined that the wording of art. 5.2 of the Regulations for the Status and Transfer of Players is somewhat confusing, since it limits players to one transfer in the same sports season in a period of 12 months. This system was devised to ensure that contractual stability is maintained and fostered by both players and clubs.

However, it is evident that no football season actually runs for a duration of 12 months and that, instead, many national associations have a season that is of 9 to 10 months, if not even shorter. Therefore, for instance, a player who has signed a one-year employment contract at the end of August, is, at present, under the strict wording of this paragraph, unable to sign for a new club in June of the following year and is compelled to wait until the end of next August to enter a new contractual engagement. This situation is obviously not in line with what the spirit of the norm tried to achieve.

In this context, the Executive Committee emphasised that the aim of art. 5.2 of the aforementioned regulations is to maintain a stability that will allow clubs to assemble a squad for an entire season and that will give players the assurance of an employment for a full season. This norm must therefore not stand in the way of players who have fully complied with the contractual terms of their previous contracts and who wish to enter an engagement and register with a new club, once the relevant transfer window has reopened.

Therefore, the Executive Committee wished to reiterate that art. 5.2 must be understood to apply only to the full sports season rather than to the calendar years. In other words, the minimum duration of an employment contract shall be of one full football season.

In continuation, the Executive Committee deliberated on a proposed interpretation of the same art. 5.2 that would allow a club and a player to rescind an existing employment relationship,

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before the elapsing of the first season of employment, provided this decision is taken by both parties in mutual agreement. The player would then be able to register for a new club, once the registration period of the national association that he would envisage to join re-opens.

Practical experiences with the implications of art. 5.2 have shown that there are many reasons for players and clubs to be in agreement over terminating a signed employment contract by mutual consent, before having reached the end of the first season of the engagement. At present, a player wishing to proceed in such a manner would not be able to re-sign for a new club until the duration of 12 months, this being the minimum duration of the employment contract, has elapsed.

The Executive Committee has, in order to allow the flexibility that has been requested by both clubs and players, agreed to accept the premature termination of an employment contract by mutual consent of the parties and will admit the transfer of a player who has rescinded his contract in this way to a new club of his choice, during one of the two existing transfer periods.

In this context, the Executive Committee emphasised that the unilateral breach of an employment contract by either party will not be concerned by this amendment in the interpretation of art. 5.2.

We hope that these adjustments will bring the flexibility that all parties have been seeking and that they will alleviate the implications of the rule of art. 5.2 of the FIFA Regulations for the Status and Transfer of Players.

The FIFA administration remains at your entire disposal should you require any further clarification on the aforementioned issues.

We thank you for taking note of the foregoing and for informing the interested parties accordingly.

Yours faithfully,  
FEDERATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION

Jérôme Champagne  
Deputy General Secretary

Copy: - Executive Committee  
- Players' Status Committee  
- Confederations  
- FIFPro