

Football Australia Circular

Circular No. 25-01

14 March 2025

TO THE MEMBERS OF FOOTBALL AUSTRALIA

NATIONAL REGISTRATION, STATUS AND TRANSFER REGULATIONS AMENDMENTS

The purpose of this Circular is to provide an update regarding amendments to the National Registration, Status and Transfer Regulations (**NRSTRs**).

The majority of the amendments have been made to align the NRSTRs with amendments made by FIFA to the FIFA Regulations on the Status and Transfer of Players (**RSTPs**). The amendments to the RSTPs are to provisions which are binding on national associations and Football Australia is therefore obliged to include them in the NRSTRs without modification.

Summary of amendments

The key amendments to the NRSTRs are explained in more detail below but, by way of summary, they relate to:

1. Additional means by which players may be registered outside prescribed registration periods.
2. Special provisions relating to female professional players.
3. FIFA's interim regulatory framework, introduced in response to the Court of Justice of the European Union's judgment in the recent case involving the football player Lassana Diarra.
4. Amendments related to the FIFA Club World Cup 2025.
5. The removal of minimum age requirements for the mandatory registrations of players and clarification of the principle of mandatory registration.
6. The prohibition on the netting off of Domestic Training Compensation liabilities and entitlements.

1. Registration of Players Outside Registration Periods (Article 6.11)

As stakeholders are aware, the starting principle is that players may only be registered during prescribed registration periods (also referred to as "transfer windows").

The RSTPs provide certain exceptions to this principle, with the primary exception being where the player is a professional and their professional player contract has naturally expired or has been mutually terminated prior to the end of the immediately preceding registration period.

Amendments to the RSTPs have increased the number and types of exceptions, particularly where:

- the player is a professional and they unilaterally terminated their professional player contract with just cause, or their professional player contract has been unilaterally terminated without just cause by their club;
- a female player is temporarily replacing another female player that has taken maternity leave, adoption leave or family leave;
- a female player is returning from maternity leave, adoption leave, family leave or recovery related to pregnancy;
- the player is a professional and their professional player contract has expired or been terminated as a result of COVID-19, regardless of the date of expiry or termination; or
- the yet to be published competition regulations for the FIFA Club World Cup 2025 establish further exceptions and the player satisfies any of those exceptions.

Football Australia has amended article 6.11 of the NRSTRs to reflect these amendments to the RSTPs.

Amendments have also clarified that two existing exceptions under the NRSTRs – one concerning goalkeepers (article 11.6(b)) and another requiring exceptional circumstances (article 11.6(h)) – apply only to domestic transfers and are not applicable to international transfers.

2. Special Provisions Relating to Female Professional Players (Article 10.7)

In 2021, FIFA made numerous amendments to the RSTPs to strengthen protections for female players.

Based on the FIFA Council's mandate of 14 March 2023 to explore possible further regulatory steps to protect the well-being of female players, the FIFA administration undertook a detailed assessment of the current labour conditions regarding pregnancy and maternity for female professional players with the aim of exploring objective additional regulatory measures.

This assessment led to further amendments to the RSTPs in respect of provisions regarding female players. These amendments related to the implementation of the mandated areas and were aimed at ensuring clarity within the current regulatory framework. A further objective was the appropriate implementation of these provisions at national level.

A recent set of amendments to the RSTPs, in this regard, focused on:

- reflecting the reality of female football and promoting inclusivity by extending rights to adoptive parents and non-biological mothers; and
- recognising the physical, psychological and social dimensions in the event of an inability to provide employment services due to severe menstruation or medical complications relating to pregnancy by providing for related rights.

These various amendments to the RSTPs have been incorporated into this round of amendments to the NRSTRs and include:

- (a) **Contractual Protections** – a professional player contract cannot be conditional on the taking of, or the result of, a pregnancy test or affected by pregnancy, maternity leave, adoption leave, family leave, or related rights.
- (b) **Termination Without Just Cause** – if a club unilaterally terminates a professional player contract on the grounds of the player refusing to take a pregnancy test, being or becoming

pregnant, being on maternity leave, adoption leave or family leave, or utilising rights related to such types of leave in general, the club will be deemed to have terminated the contract without just cause leading to potential compensation obligations and transfer bans.

- (c) **Employment Rights** – players can continue training/playing with full pay until maternity leave begins, with clubs responsible for their safety. If the player deems it unsafe to continue to provide sporting services or the player chooses not to continue to provide sporting services, the club must offer the player alternative roles or full pay.
- (d) **Leave Entitlements** – players may determine their leave start date, must be reintegrated post-leave with full pay and support, and are entitled to breastfeeding facilities without salary reduction.
- (e) **Menstrual Health** – clubs must respect justified absences related to menstrual health with full pay if medically certified.
- (f) **Parental Leave Pay** – maternity, adoption, and family leave must be paid at two-thirds of the player's contracted salary. Where there is in place a collective bargaining agreement (**CBA**) which contains provisions related to these types of leave, the provisions of the CBA will prevail. Where no CBA exists, but there are more favourable conditions stipulated under Australian law, those more favourable conditions will prevail.

These amendments have been implemented by FIFA to strengthen protections for female players. They are binding on national associations and Football Australia is therefore obliged to include them in the NRSTRs without modification.

Football Australia will shortly undertake a general review of Prescribed Form NRR05 – Professional Player Contract, including consideration of any necessary amendments to that document to ensure compliance with these amendments to the NRSTRs. Football Australia will also develop educational resources for NPL clubs impacted by these amendments to assist them with compliance.

3. FIFA's Interim Regulatory Framework

The Court of Justice of the European Union's judgment in the case involving the football player Lassana Diarra (**Diarra Judgment**) raised key considerations regarding contractual stability and the procedure related to the issuance and delivery of International Transfer Certificates (**ITCs**) under the RSTPs.

Following the judgment, FIFA initiated a global dialogue regarding potential amendments to the RSTPs, gathering feedback from football stakeholders worldwide. While long-term regulatory reforms are in progress, FIFA recognised the need for interim stability and clarity. Consequently, FIFA engaged with key stakeholders to develop a temporary framework, which was approved by the Bureau of the FIFA Council on 22 December 2024. This interim regulatory framework will apply until the broader discussions on the long-term content of the RSTPs have concluded.

The interim regulatory framework affects the following rules and principles:

International Transfer Certificates (Articles 6.8 and 6.9)

- The former national association must deliver the ITC within 72 hours of a request from the new national association.
- Former national associations can no longer reject ITC requests.
- If no response is given within 72 hours, the new national association may proceed with the player's registration in TMS.

- FIFA intervention is permitted in exceptional cases, such as abusive requests or technical errors, but cannot be used to block an ITC due to contractual disputes.
- ITC issuance does not affect contractual claims between clubs and players, supporting the notion that the existence of such a contractual dispute can never be used to block a player's transfer.

The Notion of "Just Cause" (Article 10.2)

The RSTPs and the NRSTRs provide that valid player contracts may be prematurely and unilaterally terminated on the basis of "*just cause*". To enhance clarity and predictability post-Diarra Judgment, the interim regulatory framework introduces the following general definition of "*just cause*":

"Just cause shall exist when a party can no longer reasonably and in good faith be expected to continue a contractual relationship."

This amendment does not change existing practice but codifies established FIFA Football Tribunal jurisprudence. It aims to provide clearer guidance, particularly for stakeholders unfamiliar with past rulings. "*Just cause*" is to continue to be assessed on a case-by-case basis, considering the specific circumstances of each dispute.

The Burden of Proof in Relation to Inducement to Breach of Contract – Sanctions (Article 10.4(c))

This amendment ensures that sanctions against a new club for inducing a contract breach are based on the specific facts of each case. A sanction will 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.

This amendment reverses the burden of proof in relation to the inducement to breach of contract.

The Burden of Proof in Relation to Inducement to Breach of Contract – Joint and Several Liability for Compensation (Article 10.4(f))

The rationale for, and purpose of, this article is to ensure that:

- any decision on joint and several liability for compensation against a new club for inducing a contract breach can be rendered with full regard to the individual facts and circumstances of the case; and
- joint and several liability will **only** apply if the claiming club can establish that the player's new club induced the player to breach their contract.

Article 10.4(f) differs from article 10.4(c) in that it relates to the issue of **monetary compensation** where a player's new club has been found to have induced the player to breach the relevant contract, whereas article 10.4(c) relates to the issue of **disciplinary sanctions** where such a finding has been made.

The Calculation of Compensation for Breach of Contract (Article 10.4(e))

The key principles of this article are as follows:

- Compensation for a breach of contract is to be calculated objectively and transparently to restore the affected party to the position that party would have been had the breach not occurred (referred to as the "positive interest" principle).
- The starting point for the calculation of damages is to quantify the damage suffered.
- The party claiming compensation bears the burden of quantifying, substantiating and proving the damage suffered.

- The individual facts and circumstances of each case must always be considered when calculating the amount of compensation to be awarded.
- The parties may contractually agree in advance on the amount payable in the event of a breach of contract.

4. Amendments related to the FIFA Club World Cup 2025

Due to the timing of the FIFA Club World Cup 2025 (that is, 14 June 2025 to 13 July 2025), FIFA has introduced specific exceptions to some general principles of the RSTPs.

These exceptions have been reflected in amendments to the NRSTRs and concern player registration (article 6.13(e)), registration periods (article 6.11(g)), and the release of players to representative teams of national associations (article 15.1(d)).

5. Registration of Players

Age Restrictions (Article 5.2)

Under article 6.2(a) of the NRSTRs, the starting principle is that all players must be registered with Football Australia.

This starting principle was qualified by article 5.2(a) which essentially provided that the minimum age at which a player could be registered was five years of age, unless the applicable competition regulations specifically allowed players to be registered if they turn five during the relevant season.

Article 5.2(b) previously provided for an exception to the position under article 5.2(b) and stated that a person under the age of five years “may” be registered to participate in a MiniRoos Kick-Off program.

While it was always the intention that registration be mandatory for a person under the age of five years participating in a MiniRoos Kick-Off program, Football Australia received feedback that the use of the word “may” in article 5.2(b) created some confusion, with some stakeholders interpreting the article as making registration optional for persons under the age of five years participating in a MiniRoos Kick-Off program.

Noting this feedback and given that some children aged under five are already participating in the MiniRoos Kick-Off program and so as not to restrict the ability of Football Australia and its Member Federations to deliver additional programs to children aged under five, the age restriction in article 5.2(a) has been removed.

Registration Mandatory (Article 6.2)

As stated above, article 6.2(a) mandates the registration of all players with Football Australia.

Football Australia received feedback that the use of the words “play for a Club” in article 6.2(a) narrowed the group of participants to whom the article applied with the example being given that it could be argued that a participant in a MiniRoos program does not actually “play for a Club”.

The amendment to article 6.2(a) removes any ambiguity and makes it clear that participants in a MiniRoos program, and in other football programs delivered by Football Australia or its stakeholders, must be registered with Football Australia.

Further, it should be noted that current article 6.2(b) prohibits a club from playing any person in a match unless that person is registered with Football Australia as a player with that club in accordance with article 6.

In order to mirror the prohibition on clubs playing unregistered players in article 6.2(b), a new article 6.2(c) has been inserted into the NRSTRs which prohibits stakeholders from allowing any person to participate in a MiniRoos program, or in other football programs delivered by them, unless that person is registered with Football Australia.

6. Prohibition on Netting-off Domestic Training Compensation Liabilities and Entitlements (Article 14.5(c))

A number of clubs have requested to offset their Domestic Training Compensation (**DTC**) liabilities against their DTC entitlements.

As Football Australia operates as a clearinghouse for the receipt and distribution of DTC payments, it has no legal entitlement to, and does not allow clubs to, net-off DTC liabilities against DTC entitlements or vice versa.

The insertion of article 14.5(c) confirms this position.

A copy of the revised NRSTRs is available [here](#) and is also available via Football Australia's [website](#).

The information contained in this Circular is provided as guide only. To the extent there is any inconsistency between the contents of this Circular and the provisions of the NRSTRs, the provisions of the NRSTRs prevail.

We understand these changes may require adjustments to your processes. If you have any queries in relation to this Circular, please contact Football Australia's Regulatory team at: regulatory@footballaustralia.com.au.

Thank you for your attention to these important matters.

Yours sincerely



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