

**Annex 8 of the FIFA RSTP – New Regulatory Framework for Professional Football Coaches**  
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**I. Introduction**

On 4 December 2020, the FIFA Council approved among other measures, the new Annex 8 of the FIFA Regulations on the Status and Transfer of Players (“FIFA RSTP”), which then came into force on 1 January 2021.<sup>1</sup>

This new regulation provides football coaches with a minimum regulatory framework to regulate their status and employment relationship with clubs and associations, thus granting them the same legal certainty and clarity that is afforded to players.<sup>2</sup>

It is a fact that before the issuance of this new piece of regulations, coaches were in a sort of limbo when it came to their legal status under the FIFA RSTP. In short, they were considered under the “FIFA umbrella” in the sense that any employment related dispute of an international dimension between a club and a coach would be referred to the FIFA judiciary bodies, but the FIFA RSTP would not clearly apply to the case as applicable law.

With these new regulations, it will be easier now to identify to whom the FIFA Regulations are applicable and who can seek redress before the FIFA judicial bodies. Previously, these issues were just addressed – with not solid consistency - by the jurisprudence of FIFA and CAS, creating uncertainty in multiple occasions.

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<sup>1</sup> See new FIFA RSTP edition January 2021.

<sup>2</sup> Although coaches could submit employment related disputes to the judicial bodies of FIFA (i.e. article 22 c) FIFA RSTP), it is not until now that there are specific FIFA regulations to regulate the status and employment relationship of coaches. Normally, the FIFA PSC or CAS used to apply Swiss law or any other national law chosen by the parties in order to regulate these issues, creating some inconsistent jurisprudence on the matter.

This contribution will briefly address the most important points of the new regulations, which must be taken into consideration by the football stakeholder that enter into an employment relationship with a football coach.

## II. New Regulations

In this new edition of the FIFA RSTP, it is introduced for the first time the definition of coach.<sup>3</sup> According to these new rules, a coach is as an individual employed in a *football-specific occupation* by a professional club or association whose:

- employment obligations entail one or more of the following: training and coaching players, selecting players for matches, or making tactical choices during games and competitions; and/or
- employment requires to hold a coaching license in line with the pertinent regulations (e.g. at domestic level as the CFA Regulations or continental as the AFC Regulations).

As mentioned above, these regulations only apply to employment relationships of an international dimension between coaches and professional clubs and associations (i.e. professional coaches hired by professional clubs or associations of two different countries).<sup>4</sup> In fact, national associations are not obliged to introduce these rules within their domestic regulations.

As regards the form of the employment contracts for coaches, Article 1 of Annex 8 set that coaches must have a written employment contracts with some minimum requirements (the so called “*essentialia negotii*” - essential part of the agreement - of a contract, such as remuneration or duration of the contract). Moreover, it is clarified that the validity of these contracts cannot be subject to administrative matters such as the granting of working permits or the requirement to hold a specific coaching license.

Therefore, clubs and associations must act with due diligence before entering into a contract with a coach, in order to assure in advance that the coach holds the licenses required to participate into the relevant competitions and that he can obtain the respective permits requested by the authorities (e.g. residence or working permit).

Then, from Article 3 to 6 of Annex 8, it is regulated and protected the well-known principle of contractual stability in employment relations. Similarly to player, the rules establish specific provisions on:

- Respect of contracts, i.e. when a contract may be terminated (i.e. Article 3);
- Termination of contracts with just cause, i.e. overdue payables or abusive conducts (i.e. Article 4 and 5); and
- Consequences of terminating a contract without just cause, i.e. the compensation to be paid by a party in case of a unilateral termination (i.e. Article 6).

<sup>3</sup> See definition No. 28 of the FIFA RSTP.

<sup>4</sup> As per Article 1 of Annex 8 FIFA RSTP.

Besides, as per Article 7 of Annex 8, coaches are also granted the option of claiming overdue payables against their employers before the FIFA PSC. This is a “fast-track procedure” with the possibility to request sanctions to be imposed on the debtor. Such procedure can be requested by complying with certain requirements such as (i) having overdue payments for more than 30 days without a *prima facie* contractual basis, and (ii) having put the employer in default in writing of at least 10 days in order to comply with the due payment.

Finally, the new rules also establish in Article 8 of Annex 8 some consequences in the event that the relevant parties fail to pay the sums of money condemned by the competent FIFA judicial bodies. The sanctions depend on the breaching party, and will be as follows: (i) clubs shall be banned from registering new players, (ii) associations will be restricted on receiving a percentage of development funding, and (iii) coaches will be restricted on any football-related activity. However, the sanctions will be lifted once the due amounts are duly paid.

### III. Conclusions

It is therefore clear that these new amendments will provide coaches with legal certainty, being officially recognized as inside the scope of the FIFA RSTP in relation to their employment relationships with professional clubs and associations.

As a result of that, football stakeholders will need to pay much more attention to details when entering into employment contracts with coaches, in order to comply with this minimum regulatory framework and avoid unnecessary setbacks in the future.

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