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CONTRACTUAL STABILITY AND TERMINATION IN FOOTBALL

LEGAL AND ECONOMIC IMPLICATIONS ACROSS KEY JURISDICTIONS

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2025



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INTRODUCTION

In professional football, contracts are far more than employment agreements: they are the very foundation of the relationship between players and clubs. These contracts ensure that players are rewarded fairly for their talent, while at the same time protecting the significant financial commitments made by clubs. Yet, like any relationship, they are not immune to conflict.

Among the many disputes that arise, the termination of contracts – particularly when carried out without just cause – stands as one of the most controversial and consequential. Such cases can trigger profound legal, financial, and sporting repercussions, highlighting the urgent need for a regulatory framework that is both robust and equitable.

The global nature of football, where players and clubs operate across multiple legal systems, makes the creation of fair and consistent international standards especially challenging. This challenge became even more pressing in the aftermath of the *Diarra* judgment of the Court of Justice of the European Union, which prompted FIFA to act swiftly. FIFA introduced interim reforms to its Regulations on the Status and Transfer of Players (RSTP), notably Article 17 on contract termination without just cause, and opened negotiations that are expected to lead to further regulatory changes in the near future. The regulatory landscape is, therefore, still in transition.

The interim framework already brought significant innovations. It moved away from the so-called “specificity of sport” and embraced the principle of positive interest, ensuring that the injured party is restored to the position they would have occupied had the breach not occurred. At the same time, it preserved the possibility for the parties to agree in advance on compensation, which offers greater predictability.

Crucially, Article 17 RSTP continues to maintain a link to national law. FIFA has clarified that any party wishing to rely on domestic legal principles must not only demonstrate their relevance but also clearly set out their content and applicability in the case at hand. This requirement gives greater structure to the integration of local rules into the global football regulatory order. In this evolving framework, the national level remains central: despite FIFA’s reforms and the prospect of new amendments, understanding how compensation is regulated domestically is indispensable.

This book explores these dynamics in depth. It examines the principles of contractual stability, the mechanisms available for dispute resolution, and – most importantly – the criteria used to calculate compensation in cases of breach. By combining analysis of sports-specific rules with national legislation, it addresses pressing questions such as:

- How do different legal systems deal with contract termination without just cause in football?
- What legal, economic, and sporting consequences follow for players and clubs?
- How is compensation assessed in practice for both parties?
- What lessons emerge from past and ongoing disputes, and how can they guide future reforms?

The book is structured in three parts.

Part I examines FIFA regulations, including the provisions scrutinised before the Court of Justice, the interim amendments introduced after the *Diarra* ruling, and the prospect of further reforms. The analysis also considers relevant jurisprudence from the Court of Arbitration for Sport (CAS), the Dispute Resolution Chamber (DRC), and the Players’ Status Committee (PSC) of the FIFA Football Tribunal, with special attention to the interplay between FIFA rules and national law.

Part II brings together contributions from academics and practising sports lawyers who analyse the laws and regulations of key domestic jurisdictions. Their comparative perspective highlights the continuing importance of national legislation in shaping the outcomes of disputes under Article 17 RSTP.

Each chapter concludes with a schematic summary table, designed to help readers immediately grasp how compensation is calculated in cases of termination with or without just cause.

Part III provides a comparative synthesis across the examined jurisdictions, identifying common trends, best practices, and discrepancies. This analysis demonstrates how national approaches can complement FIFA’s evolving framework, giving valuable inputs for future reforms at the international level.

By offering a comprehensive examination of this complex and still-evolving regulatory landscape, this book seeks to be a practical and authoritative resource for clubs, players, legal practitioners, and policymakers. It underlines that, in the context of FIFA’s reforms and ongoing negotiations, the national dimension of compensation rules remains indispensable for understanding and resolving disputes in global football.

Brussels, 29 September 2025

Michele Colucci

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THE *DIARRA* CASE:
THE PAST, THE PRESENT AND THE FUTURE

by *Frans M. de Weger**

SUMMARY: 1. Introduction – 2. Proceedings Before the FIFA DRC, the CAS and the Belgian Courts – 3. The Judgment of the European Court of Justice – 4. The Practical Meaning of the *Diarra* Judgment – 5. The Interim Regulatory Framework (IRF) – 5.1 Introductory Remarks – 5.2 The Amendments in the IRF – 5.2.1 The Notion of Just Cause – 5.2.2 The International Transfer Certificate – 5.2.3 Article 17 – 6. Concluding Remarks

1. INTRODUCTION

In this contribution, the author, since 2021 Chairperson of the Dispute Resolution Chamber of the FIFA Football Tribunal (“FIFA DRC”), the decision-making body within FIFA dealing with employment-related disputes between players and clubs at international level, examines the judgment delivered on 4 October 2024 by the European Court of Justice in the *Diarra* case.¹ The ruling arose from a lawsuit brought by former French international football player Lassana Diarra against FIFA and the Royal Belgian Football Association (“KBVB”). The Court held that certain provisions from FIFA’s transfer regulations conflict with European law, more specifically with the free movement of workers and competition law. This contribution focuses on the potential implications of the ruling on the future jurisprudence of the FIFA DRC, assessed through the lens of the *Interim Regulatory Framework* (“IRF”), the new legal framework that governs the FIFA DRC proceedings since 1 January 2025.²

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¹ ECJ, judgement of 4 October 2024, *BZ v. FIFA and URBSFA*, Case C-650/22, ECLI:EU:C:2024:824.

² In accordance with Article 29 of the RSTP (January 2025 edition), the January 2025 edition of said regulations is applicable to the matter at hand as to the substance.

PART I

THE INTERNATIONAL FRAMEWORK

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**PERSISTENT QUESTIONS¹ ON CONTRACTUAL STABILITY
BETWEEN CLUBS AND COACHES**

by Josep F. Vandellòs Alamilla*

SUMMARY: Introduction – 1. The Legal Framework – 2. Leading Cases Related to Football Coaches – 2.1 On Jurisdiction – 2.2 On Applicable Law – 2.3 On Substantial Issues – Conclusions

INTRODUCTION

This chapter examines selected legal developments concerning contractual stability in the context of football coaching, with particular reference to recent jurisprudence and the evolving regulatory framework under the FIFA Regulations on the Status and Transfer of Players (RSTP).

Since the publication of a first study on football coaches in 2018, the subject has witnessed significant regulatory and jurisprudential progress.² Notably, FIFA has introduced a dedicated framework for coaches, and a growing number of published arbitral awards now offers increased transparency and insight into the contractual dynamics between coaches and clubs or federations.

Considering the numerous developments, this analysis does not aim to provide an exhaustive account. Rather, it focuses on key legal questions and recurring themes that have emerged in recent awards, including those that, although

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¹ “*Persistent Questions*” is the title of the first chapter in H.L.A. Hart’s *The Concept of Law*, Oxford University Press, 1961, where Hart explores what law is and how it functions. I chose this title as a small tribute to him.

² J. VANDELLOS ALAMILLA, *Why FIFA needs to provide a specific regulatory framework for football coaches (the difficulties in resolving club-coach disputes and the application of Swiss law)*, LawinSport, 18 September 2019, available at <https://www.lawinsport.com/topics/item/why-fifa-needs-to-provide-a-specific-regulatory-framework-for-football-coaches-the-difficulties-in-resolving-club-coach-disputes-and-the-application-of-swiss-law>.

THE PLAYERS’ REPRESENTATIVES’ VIEWPOINT

by Alexandra Gómez Bruinewoud*

SUMMARY: Introduction – 1. The Genesis of the FIFA RSTP – 2. FIFPRO’s Critique and Structural Imbalance – 3. Persistent Contractual Breaches by Clubs – 4. Article 17 FIFA RSTP and the Position of Players – 4.1 The Consistent Jurisprudence of the FIFA DRC – 4.2 The Unpredictable Nature of CAS Jurisprudence for Players – 4.3 Unpredictability as the Cornerstone of the “Transfer System” – 5. The *Diarra* Case, a Turning Point – 6. FIFA’s Questionable Interim Regulatory Framework – Conclusion

INTRODUCTION

Employment contracts form the foundation of the professional relationships between players and clubs. These contracts regulate the parties’ mutual rights and obligations and are essential to ensuring both sporting and financial stability in the industry. In football, this contractual framework is reinforced by the FIFA Regulations on the Status and Transfer of Players (‘FIFA RSTP’) which addresses the legal consequences of terminating an employment contract, whether with or without “just cause”, and reflects the governing bodies’ attempt to balance the parties’ respective rights and obligations with the need for regulatory oversight to preserve the integrity of competitions.

1. THE GENESIS OF THE FIFA RSTP

The current framework of the FIFA RSTP has its origins in the legal and political developments that followed the landmark *Bosman* ruling¹ of the Court of Justice of the European Union (CJEU), which abolished transfer fees for out-of-contract players moving within the EU and subjected football’s regulatory framework to the principles of EU law on free movement and competition.

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¹ ECJ, judgment of 15 December 1995, *Union royale belge des sociétés de football association ASBL v Jean-Marc Bosman, Royal club liégeois SA v Jean-Marc Bosman and others and Union des associations européennes de football (UEFA) v Jean-Marc Bosman*, case C-415/93, ECLI:EU:C:1995:463.

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A PRACTITIONER’S PRACTICAL PERSPECTIVE

by Paolo Lombardi* and Emily Anne Williams**

SUMMARY: 1. Introduction – 2. Regulatory Framework – 2.1 Recent Developments: the *Diarra* Case – 2.2 ‘Just Cause’ v. Lack of ‘Just Cause’ and the Consequences – 3. Case Examples – 3.1 Applicable Law, Jurisdiction Conflicts and Formal Requirements in Player Contracts – 3.2 Applicable Law, Jurisdiction Conflicts and Formal Requirements in Coach Contracts – 4. Challenges for Practitioners: Lack of Harmonisation Across Jurisdictions, the Burden of Proof and the Intricacies of Drafting Contractual Documents – 5. Conclusion: Key Takeaways for Practitioners

1. INTRODUCTION

Legal practitioners acting within the football industry are exposed to the ever-changing nature that derives from the new, old, and repeat challenges that constantly appear. Such challenges within the football industry are predominantly triggered by the evolving legal jurisprudence which is constantly being created. In turn, as a consequence of such jurisprudence, the often ensuing regulations that both guide and monitor the transfer market are consistently being adapted in order to align with new rulings.

The present chapter is provided with the purpose of analysing a selection of decisions of the FIFA bodies and awards of the Court of Arbitration for Sport (‘CAS’), which were issued in the context of disputes relating to the maintenance

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ARGENTINA

by Martin Auletta*

SUMMARY: 1. Introduction – 2. The Regulatory Framework – 2.1 Summary Of Historical Evolution – 2.2 Scope Of Application – 3. The Employment Contract – 3.1 Contractual Modalities For Footballers – 3.1.1 Promotional Professional Contract – 3.1.2 Fixed Term Contract – 3.2 The First Professional Contract – 3.2.1 The “First Contract by Age” – 3.2.2 The “First Contract by Sporting Performance” – 3.2.3 Disregard of the Footballer’s Consent – 4. Parties’ Rights and Obligations – 4.1 Players’ Obligations – 4.2 Clubs’ Obligations – 5. Termination of the Contract – 5.1 Termination Upon Expiry of the Contractual Term – 5.2 Termination by Mutual Agreement – 5.3 Unilateral Termination of Contract – 5.3.1 Termination by Unilateral Decision of the Footballer – 5.3.2 Termination by Unilateral Decision of the Club – 5.4 Buy-Out Clauses – 6. Women Players – 6.1 Employment Regime for Professional Women Footballers – 6.2 Protection Regime for Pregnant Professional Footballers – 7. Coaches – 7.1 Employment Regime – 7.2 Termination Regime – 7.2.1 Termination by Unilateral Decision of the Coach – 7.2.2 Termination by Unilateral Decision of the Club – 8. Conclusions

1. INTRODUCTION

Unlike other countries, Argentina does not have a general statute that governs the employment of professional athletes across all sports. In many ways, State regulation of sport in Argentina is insufficient or simply non existent.

By way of example, the National Constitution contains no direct reference to sport. There is neither an express recognition of a right to engage in sport¹ nor

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¹ It does so indirectly, by having incorporated a series of international human rights treaties that contain provisions in this regard, such as the Universal Declaration of Human Rights, the International Convention on Economic, Social and Cultural Rights, the Convention on the Elimination of All Forms of Discrimination against Women, the Convention on the Rights of the Child, and the Convention on the Rights of Persons with Disabilities, among others. These treaties have “constitutional hierarchy” which means they are on the same level as the Constitution itself.

BELGIUM

by Frank Hendrickx* and Cato Willems**

SUMMARY: 1. Introduction – 2. The Legal Framework – 3. The Employment Agreement – 3.1 Definition – 3.2 Features Contracts – 4. Rights and Obligations of the Parties – 4.1 Players’ Rights – 4.2 Players’ Obligations – 4.3 Club’s Obligations – 5. Termination of Contracts for Just Cause – 6. Termination of Contracts Without Just Cause – 6.1 Indefinite-term – 6.2 Fixed-term – 6.3 The *Dahmane* Case – 6.4 The *Mouscron* Case – 6.5 The *Wout Van Aert* Case – 7. Special Clauses – 7.1 Non-compete Clause – 7.2 Option Clause – 7.3 Buy-off Clause – 8. Women Players – 9. Coaches – Conclusions

I. INTRODUCTION

In Belgium, football is the primary sport in the country. Not only from the broader public, but also from the perspective of the legal system, football attracts a great deal of attention. The famous *Bosman* case¹ originates from a Belgian legal dispute, like other European sports cases.² Also, the *Diarra* case finds its origins in Belgium.³

Football is practised at both the amateur and professional levels. The law follows this distinction to a certain extent. While labour law applies to the employment relationship between club and player in a professional context, there is specific sports legislation, such as the Law of 24 February 1978, concerning the employment contract for sports professionals (the Sports Professionals Act).⁴

In the federal system of Belgium, the regions (Communities) are competent for sports. In the Flemish Community, a Decree of 24 July 1996 governs

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¹ CJEU, judgement of 15 December 1995, *Bosman*, C-415/93, ECLI:EU:C:1995:463.

² CJEU, judgement of 21 December 2023, *Royal Antwerp Football Club*, C-680/21, ECLI:EU:C:2023:1010; CJEU judgement of 4 October 2024, *Fédération Internationale de Football Association (FIFA)/BZA*’ abbreviated as ‘Diarra’, C-650/22, ECLI:EU:C:2024:824; Labour Court of Appeal Antwerp, department of Hasselt 16 May 2014, judgement 2009/AH/199, ‘Dahmane’.

³ CJEU, judgement of 4 October 2024, *Fédération Internationale de Football Association (FIFA)/BZA*, abbreviated as ‘Diarra’, C-650/22, ECLI:EU:C:2024:824.

⁴ Law of 24 February 1978 on Employment Contracts for Paid Sports Persons, *Official Journal* of 9 March 1978 (Sports Professionals Act).

BRAZIL

by Marcos Motta,* Vitor Hugo Almeida,** and Chitrita Nayak***

SUMMARY: 1. Introduction: A Brief Overview of the Regulatory Framework in Brazil – 2. Disputes Resolution System in Brazil – 3. The Employment Agreement – 3.1 Standard Clauses – 3.2 Duration – 3.3 Image Rights Structure – 4. Termination of Contracts – 4.1 By Clubs – 4.2 By Players – 4.3 The Consequences of a Unilateral Termination – 4.3.1 *Cláusula Indenizatória Desportiva (CID)* – 4.3.2 *Cláusula Compensatória Desportiva (CCD)* – 4.4 Sporting Sanctions – 4.5 Right to Execute the First Professional Contract and Right of First Refusal upon Renewal – 4.6 Termination of Image Rights and Bonus Agreements – 5. Women Players – 6. Coaches – 7. Conclusion

I. INTRODUCTION: A BRIEF OVERVIEW OF THE REGULATORY FRAMEWORK IN BRAZIL

Contractual relationships in professional football in Brazil are governed by a complex legal framework, reflecting a blend of constitutional principles, labour laws, and sports-specific legislation.

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CROATIA

by Vanja Smokvina*

SUMMARY: 1. The Legal Framework – 2. The Employment Agreement – 3. Players’ Obligations – 4. Players’ Rights – 5. Club’s Obligations – 6. Termination of the Contract – 7. Penalty Clauses – 8. Women players – 9. Coaches – Conclusions

1. THE LEGAL FRAMEWORK

Croatia as a small country, being independent at the beginning of the ‘90 of the last century, with 3.5 million inhabitants in the world is well known for its sporting results, its famous athletes (Luka Modrić for instance as the France Football and FIFA golden ball winner) and for football with a silver and a bronze medal at the FIFA World Cups.¹

Contractual relationships in professional football in Croatia operate under a multifaceted legal framework that combines national laws and specific sports regulations, unfortunately, without a collective agreements. The principal legal source in Croatia is the Sports Act,² which set the grounds for the legal regulations of players’ status in Croatia.

An athlete is a person who participates in sports training activities, i.e. training and official sports competition with the aim of achieving the best possible result or achieving competitive results in all age categories and levels of sports competition (Article 8 Sports Act) and an athlete can be a professional athlete and an amateur athlete (Article 9 Sports Act).

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The views presented in this article are those of the author and do not reflect the official position of the institutions where he is performing his services.

¹ To have a picture of the sports law system in Croatia see, V. SMOKVINA, *Sports Law in Croatia*, 2nd edition. Wolters Kluwer, 2022.

² Sport Act (Zakon o sportu), Official Gazette No. 141/22.

ENGLAND

by Dev Kumar Parmar* and Muiris Lyons**,**

SUMMARY: 1. Introduction – 2. The Domestic Legal Framework in England – 2.1 The Common Law – 2.2 Statutory Employment Protections – 2.3 The Role of the PFA and Collective Bargaining – 3. The Employment Agreement – 4. Rights and Obligations of the Parties – 5. Termination of the Contract – 5.1 Consequences for Clubs – 5.2 Consequences for Players – 6. Termination of Contracts Without Just Cause – 6.1 Overview – 6.2 What Constitutes “Just Cause” – 6.3 Consequences of Termination Without Just Cause – 6.4 Termination Clauses in Practice – 6.5 Sporting Sanctions – 6.6 Interplay with contract law – 6.7 Procedural Framework – 6.8 Women Players – 6.9 Coaches – 7. Penalty Clauses and Pre-Agreed Compensation – 7.1 Introductory remarks – 7.2 The English Law Framework – 7.3 Application in Football Contracts – 7.4 Article 17 FIFA RSTP and the CAS Approach – 7.5 Interplay Between FIFA Regulations and English Law – 7.6 Women Players and Coaches – 7.7 Practical Guidance on Drafting – 7.8 Summary Table: Treatment of Pre-Agreed Clauses – 8. Women Players – 9. Coaches – 10. Conclusion

1. INTRODUCTION

The world of football is one that transcends all fields. As the most popular sport across the globe by a significant distance, interest levels are constantly high.

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** Muiris Lyons is a UK-qualified solicitor and accredited mediator with over 30 years’ experience in dispute resolution. He is a member of the Judicial Panel of The Football Association, sits as a panel mediator for both CEDR and Sport Resolutions, and has recently been appointed to sit as a Deputy District Judge in the English civil courts.

*** The authors would also like to thank Shukri Lloyd for her wonderful support throughout the process of writing this chapter. Shukri is an up-and-coming sports lawyer, graduated from the University of Cambridge who is currently working as a sports litigation paralegal at a boutique practice. Additionally, Shukri engages in advocacy work through numerous volunteering positions including CAIWU, FRU and a walk-in legal clinic.

FRANCE

by Gregory Durand*

SUMMARY: Introduction. 1. The Legal Framework – 2. The Employment Agreement – 3. Players’ obligations – 4. Players’ Rights – 5. Clubs’ Obligations – 6. Termination of Contract – 6.1 Grounds for a Club to Terminate a Player’s Contract and Their Consequences – 6.2 Grounds for a Player to Terminate the Contract and Their Consequences – 7. Penalty Clauses – 8. Women Players – 9. Coaches – Conclusions

INTRODUCTION

The legal regulation of professional football in France is rooted in a hybrid system that combines general labour law with a specific statutory and regulatory framework for professional sport. This layered structure reflects the State’s intention to consider the specificities of sporting activity, as a delegated public service, with the fundamental protections afforded to salaried workers.

Within this context, the *contrat à durée déterminée spécifique* emerges as a cornerstone of contractual stability, tailored to the short-term and high-risk nature of professional athletic careers. Its operation is complemented by sector-specific instruments, most notably the *Charte du football professionnel*, and administrative mechanisms such as the contract approval process administered by the Ligue de Football Professionnel (LFP).

This chapter examines the legal architecture governing the employment relationship in French football, with a focus on the mutual obligations of players and clubs, the legal constraints surrounding contract termination, and the consequences of breaches. It also explores the treatment of penalty clauses, the evolving legal status of women players, and the contractual particularities applicable to coaches. The analysis highlights the primacy of labour law over sporting

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GERMANY

by Philipp S. Fischinger and Frank Rybak*

SUMMARY: 1. Introduction: Key Governing Bodies in Sport – 2. The Legal Framework – 3. The Employment Agreement – 4. Player’s Obligations – 5. Player’s Rights – 6. Termination of Contracts for Just Cause – 6.1 Written Form – 6.2 Three Weeks Period – 6.3 Ordinary and Extraordinary Terminations – 6.4 Basic Requirements for Extraordinary Terminations – 6.5 Examples of Extraordinary Terminations for Just Cause – 6.5.1 Termination by the Club – 6.5.2 Termination by the Player – 6.6 Consequences of Extraordinary Terminations for Just Cause – 6.6.1 Ending the Employment Relationship – 6.6.2 Compensation for Damages under Section 628 para. 2 BGB – 6.6.2.1 Basics – 6.6.2.2 Potential Damage Claims of Clubs – 7. Termination of Contracts Without Just Cause – 7.1 Consequences for Clubs – 7.2 Consequences for Players – 7.3 Sporting Sanctions/Registration for a new Club – 8. Buy-Out Clauses; Liquidated Damages Clauses; Contractual Penalty Clauses – 8.1 Buy-Out Clauses – 8.2 Contractual Penalty Clauses – 8.2.1 Basics – 8.2.2 Clear Designation of the Sanctioned Breach of Duty – 8.2.3 Clear Designation of the potential Contractual Penalty – 8.2.4 Amount of the Contractual Penalty – 8.3 Liquidated Damages Clauses – 8.4 Summary – 9. Women’s Football – 10. Coaches – 10.1 Applicable Law – 10.2 Duration of Contracts – 10.3 Jurisdiction and Recent Case Law – Conclusion

1. INTRODUCTION: KEY GOVERNING BODIES IN SPORT

As in other countries and other sports, the “lex sportiva” of Germany is characterized by the coexistence of state law and the association law set by the responsible football associations. The central football association in Germany is the German Football Association (*Deutscher Fußball-Bund – DFB*). This is the umbrella organization of 27 football associations in the Federal Republic of Germany, to which around 24,000 football clubs belong to. The DFB itself is primarily responsible for the organization of the women’s Bundesliga and 2nd women’s Bundesliga as

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GREECE

by Konstantinos Dion Zemberis^{*,**}

SUMMARY: 1. Introduction – 2. The Legal Framework – 3. The Employment Contract – 4. Obligations of the Parties – 4.1 Obligations of the Club – 4.2 Obligations of the Player – 5. Termination of Contracts – 5.1 Termination of Contract for Just Cause – 5.2 Termination of Contract Without Just Cause and Consequences – 6. Buy-Out Clauses / Liquidated Damages Clauses / Penalty Clauses – 7. Women Players – 8. Coaches – Conclusion

1. INTRODUCTION

The employment of football players in Greece is regulated by Greek Labour Law and the special regulations of the Hellenic Football Federation (“HFF”) which were drafted, and are being amended from time to time, by taking into consideration the mandatory provisions of the FIFA Regulations on the Status and Transfer of Players (“FIFA RSTP”), the mandatory provisions of Greek Labour Law and the mandatory provisions of Law 2725/1999 on amateur and professional sports.

This chapter will provide an analysis of the nature and form of the employment contract signed between a player and a club and of the pertinent contractual obligations of the parties, and at the same time it will address the provisions of the HFF Regulations on the Status and Transfer of Players (“KIMP”) that are related to the contractual stability of players’ employment contracts, so that the existing legal framework in Greece and the applicable provisions to be clarified and explained.

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ITALY

by Michele Colucci^{*} and Salvatore Civale^{**}

SUMMARY: 1. The Legal Framework – 2. The Employment Agreement – 3. Players’ Obligations – 4. Players’ Rights – 5. Club’s Obligations – 6. Termination of Contract – 6.1 Grounds for a Club to Terminate a Player’s Contract and their Consequences – 6.2 Grounds for a Player to Terminate the Contract and their Consequences – 6.2.1 Exclusion from Training or Matches – 6.2.2 Non-Payment of Remuneration – 6.3 Termination During Loan Agreements – 7. Penalty Clauses – 8. Women Players – 9. Coaches – Conclusions

1. THE LEGAL FRAMEWORK

Contractual relationships in professional football in Italy operate under a multifaceted legal framework that combines national laws, specific sports regulations, and collective agreements. The foundation for these agreements lies in the Italian Civil Code (Articles 2094-2134), the so-called “Statuto dei Lavoratori” (Workers’ Statute)¹ which governs general employment contracts, while Law No. 91 of 1981 regulates the employment relationship in sport. This law is

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¹ Law 20 May 1970, n. 300, containing rules on the protection of workers’ freedom and dignity, trade union freedom and activity in the workplace, and rules on employment placement. Such a law has been reformed by the so -called Jobs Act, package of legal reforms implemented through Law No. 183/2014 and subsequent decrees. See M. Colucci, Sports Law in Italy, International Encyclopaedia of Sports law, VII edition, 2025.

TERMINATION OF CONTRACTS IN FOOTBALL:
A COMPARATIVE ANALYSIS OF NATIONAL LEGAL SYSTEMS

by *Michele Colucci**

SUMMARY: Introduction – 1. Historical Background: From *Bosman* to Article 17 RSTP – 2. Legal Foundations – 3. The Employment Agreement – 4. Rights and Obligations of Players and Clubs – 5. Termination for Just Cause – 6. Termination Without Just Cause and Compensation – 6.1 The FIFA and CAS Framework – 6.2 The National Systems: Residual Value v. Positive Interest systems – 6.3 A Third Model of Contractual Stability: The Major League Soccer (MLS) – 7. Challenges and Future Directions

INTRODUCTION

Contractual stability has long been regarded as a fundamental cornerstone of professional football’s regulatory framework. It reflects the recognition that the sport’s economic and competitive integrity depends upon the enforceability of agreements between players and clubs. These agreements are not only the legal instruments through which professional relationships are structured; they also underpin the functioning of the transfer system, the predictability of club rosters, and the safeguarding of investments in player development and acquisition.

At the same time, contractual stability must be balanced with the recognition that footballers, like all workers, enjoy fundamental labour rights – including freedom of movement, access to employment, and the right to pursue their profession under fair conditions. The task – and the challenge – for regulators and courts lies in reconciling these rights with the legitimate interests of clubs in safeguarding their investments, ensuring roster predictability, and maintaining competitive balance. In this way, both individual rights and collective stability can be mutually reinforced.

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The views expressed in this chapter are exclusively those of the author and do not reflect the official position of the institutions and associations with which he is affiliated. The accuracy of the information contained in the comparative analysis has been reviewed by the respective authors of the book, to whom due acknowledgment and gratitude are hereby extended.

PART III
COMPARATIVE ANALYSIS

TEASER

ANNEX

MASTER COMPARATIVE TABLE
CONSEQUENCES OF TERMINATION WITHOUT JUST CAUSE

This annex brings together, in alphabetical order, the summary tables from each of the twenty-one national reports examined in this book. The comparative table is designed to provide readers with a clear and accessible overview of the main legal consequences of terminating an employment contract without just cause across different jurisdictions.

For each country, the table sets out: the consequences for clubs and players for terminating a contract without just cause, the relevant disciplinary sanctions and regulatory notes.

The entries intentionally condense the detailed country reports into a concise format to facilitate comparison. Readers interested in the full analysis of the relevant national systems, case law, procedural aspects, or doctrinal debates are invited to consult the corresponding national chapter in the main text.

TEASER

ECONOMIC AND SPORTING SANCTIONS			
Country	Club as Damaged Party	Player as Damaged Party	Disciplinary Sanctions / Notes
Argentina	Compensation for the economic loss caused and determined by the ordinary labour courts; recovery is possible but uncommon (see <i>Caranta</i> case).	Outstanding remuneration until expiration of the contract and statutory severances.	No sporting sanction on players and clubs: even if terminated for a serious breach, players remain free to sign elsewhere. AFA must issue the ITC immediately.
Belgium	Compensation equal to fixed amounts depending on salary bracket and timing of termination.	Compensation equal to salary until expiry of fixed-term contract, capped at max 36 months salary. Moral damages possible under general principles of law.	Possible disciplinary sanctions (suspension, registration bans). Case law illustrates strict control by courts. Buy-out clauses are in principle not valid if they surpass the amounts fixed for breach of contract.
Brazil	<i>Cláusula Indenizatória Desportiva</i> (CID), (Pre-agreed compensation), capped by law for domestic transfers, maximum limited to 2,000 times the Player's average monthly salary. For international transfers there is no statutory cap.	<i>Cláusula Compensatória Desportiva</i> (CCD) equal to a minimum reflecting the remaining salaries until a max of 400 times the player's salary. In practice, the minimum is usually applied.	In principle no sporting sanction on the players while clubs can be sanctioned especially in case of non-payment of arrears salaries.
Croatia	<i>Direct damages</i> (actual costs incurred) and <i>Consequential damages</i> (lost future earnings or profits), though the latter is difficult to demonstrate.	Compensation equal to the contract's residual value.	The CFF may sanction breaches with suspension or registration bans.
England	Remaining salary minus mitigation, plus any unamortised transfer fee (if applicable).	Lost salary in addition to provable losses and possible reputational harms.	FA disciplinary system and FIFA sanctions apply. Sporting sanctions are rare in England.

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**LEGAL AND ECONOMIC IMPLICATIONS
ACROSS KEY JURISDICTIONS**

Michele Colucci (ed.)

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