

Reference No: AIFF/EXCO/2020/0557

TO THE MEMBER ASSOCIATIONS OF THE ALL INDIA FOOTBALL FEDERATION

CIRCULAR NO.: 05

New Delhi, May 25, 2020

Subject: COVID-19 Football Regulatory Issues in India

Dear Sir or Madam,

As we all are aware that the COVID-19 outbreak has disrupted day-to-day activities around the world and it has been declared as a pandemic by the World Health Organisation (“**WHO**”). Football in our country has also been affected and this is an unprecedented situation for Football. This has led to several regulatory and legal issues for All India Football Federation (“**AIFF**”) as well as its Member Associations (“**MA**”) and other stakeholders. In this context, even Federation Internationale de Football Association (“**FIFA**”), the world football’s governing body issued FIFA COVID-19 Football Regulatory Issues Version 1.0 April 2020 for providing guidelines for overcoming the regulatory and legal issues faced in football during this situation of pandemic.

As the supreme governing body of football in India, AIFF has the responsibility and mandate to follow the guidelines and recommendations issued by FIFA with due consideration to current situation of nationwide lockdown in India and the guidelines issued by the Government of India, Ministry of Home Affairs and the Ministry of Health and Family Welfare.

In view of the above, AIFF has issued this correspondence to provide clarity and address the following regulatory and governance issues in football:

- i. The appropriate timing for the upcoming registration periods (“**transfer windows**”);
- ii. Expiring agreements i.e. agreements terminating at the end of the current season and new agreements i.e. agreements that have already been signed and due to commence with the start of the new season;
- iii. Agreements that cannot be performed as the parties originally anticipated as a result of COVID-19 pandemic;
- iv. Other regulatory matters.

REGISTRATION PERIODS (“TRANSFER WINDOWS”):

Article 5 paragraph 7 of the AIFF Regulations on the Status and Transfer of Players (“**AIFFRSTP**”) mandates that players may only be registered during one of the two annual registration periods (“**transfer windows**”) as laid down by AIFF. The same has been mandated by FIFA under Article 6 paragraph 1 of the FIFA Regulations on the Status and Transfer of Players (“**FIFA RSTP**”).

Further, Article 6 paragraph 2 read together with article 5.1 paragraph 1 of Annexe 3 to the FIFA RSTP govern how associations must fix registration periods and request to amend, extend, or cancel registration periods.

The second sentence of Article 5.1 paragraph 1 of Annexe 3 provides that prior to a registration period commencing, associations may amend or modify the dates under “exceptional circumstances”. The COVID-19 outbreak is clearly an exceptional circumstance.

In view of the above, FIFA has decided to allow all its MAsto amend season dates and/or registration periods, either within the FIFA Transfer Matching System (“**TMS**”) or by otherwise notifying FIFA.

Hence, the AIFF Executive Committee on May 13, 2020 took a decision to conclude the current season i.e. 2019-20 Season on its original end date i.e. 31st May 2020.

Further, in view of the current situation of pandemic, we are unsure as to when things would go back to normal and sports can be played again in the country. Hence, AIFF has decided to postpone the start date of the upcoming season i.e. 2020-21 Season and its first registration period till further notice and the same shall be declared through a separate circular.

EXPIRING AGREEMENTS AND NEW AGREEMENTS:

Employment agreements and transfer agreements are directly related to the two fixed registration periods (“**transfer windows**”) as players may only be registered during one of the two annual registration periods as laid down by AIFF.

Article 2 of Annexe III to the AIFF RSTP provides that “A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months”

Given the decision of conclusion of the 2019-20 Season on its original end date i.e. 31st May 2020 and the postponement of the 2020-21 and its two registration periods, the following issues are addressed:

- i. There will not be any effects on an agreement expiring at the end of the current season as there is no change in the actual end date of the 2019-20 Season i.e. 31st May 2020 and all such agreements shall expire on their original end date.
- ii. In case, an employment agreement is due to commence at the original start date of a new season, such commencement be delayed until the new start date of a new season (in case of contracts which are signed in accordance to Article 2 of Annexe III to the AIFF RSTP).
- iii. Notwithstanding the recommended amendment to agreement dates, any payment that contractually falls due prior to the new commencement date of an agreement should be delayed until the new start date of the 2020-21 Season.

AGREEMENTS THAT CANNOT BE PERFORMED AS THE PARTIES
ORIGINALLY ANTICIPATED:

FIFA has recognized that the disrupt caused by COVID-19 might lead to situations whereby agreements cannot be performed worldwide as the parties originally anticipated. The obligations placed on the parties will potentially be made impossible: players and coaches will be unable to work, and clubs will be unable to provide work. Accordingly, FIFA has proposed certain guidelines for agreements that cannot be performed as the parties originally anticipated. Those guidelines are as follows:

- i. Firstly, Clubs and employees (players and coaches) must work together to find appropriate collective agreements on a club or league basis regarding employment conditions for any period where the competition is suspended due to the COVID-19 outbreak. Such agreements should ideally address remuneration (deferrals or reductions), contract extensions etc.
- ii. Further, unilateral variations to contractual terms shall be permitted only when made in accordance with the respective national law of the member association or under any collective bargaining agreement / mechanism.
- iii. In case where the clubs and employees cannot reach an agreement and the national law of the member association does not address the situation, unilateral variations to contractual terms shall be recognized FIFA Dispute Resolution Chamber (“**DRC**”) or Players’ Status Committee (“**PSC**”), only if made in good faith and are reasonable and proportionate. FIFA has stated that while assessing reasonability, the following shall be taken into consideration:
 - a. whether the club had attempted to reach a mutual agreement with its employee(s);
 - b. the economic situation of the club;
 - c. the proportionality of any contract amendment;
 - d. the net income of the employee after contract amendment;
 - e. whether the decision applied to the entire squad or only specific employees.
- iv. Lastly, in the alternative, ‘suspension’ of all agreements, provided proper insurance coverage is maintained and adequate alternative income support arrangements, can be found for employees during the period in question.

While proposing these guidelines, FIFA has emphasised that ultimately, national employment and/or insolvency laws (or collective bargaining agreements (CBAs), where in force) will answer immediate questions regarding the viability of a football employment agreement that can no longer be performed.

Therefore, in case where an agreement cannot be performed as originally anticipated, Clubs and employees (players and coaches) are requested to mutually come to an agreement and try to avoid any kind of disputes.

Where, the Clubs and employees are unable to come to a mutual agreement, such matters will be referred to the AIFF Players' Status Committee ("**AIFFPSC**") for appropriate adjudication.

OTHER REGULATORY MATTERS:

Aside from the core matters dealt with by the specific guidelines set out above, the FIFA Working Group identified other additional regulatory issues which will require a decision from AIFF.

At this stage, AIFF would like to communicate the following on the main topics below.

Enforcement of decisions rendered by AIFF PSC or the AIFF Disciplinary Committee in the context of RSTP matters:

Although AIFF is fully aware of the potential financial difficulties of some clubs flowing from the obligation to comply with financial decisions rendered by AIFF PSC or the Disciplinary Committee, no exceptions will be granted in this regard.

In this context, decisions passed by the above-mentioned judicial bodies must be respected by Member Associations, clubs, players and coaches without exception. AIFF will continue to apply Article 65 of the AIFF Disciplinary Code in the event of failure to respect these decisions.

Regulatory deadline to publish annual intermediary data:

Under Article 6.1 of the AIFF Regulations on Working with Intermediaries, AIFF is obliged to publish by the end of March of each calendar year, (a) the name of each Intermediary that AIFF has registered; (b) a list of every Transaction in which an Intermediary was involved; and (c) the total amount of all remunerations or payments actually made to Intermediaries by Players and

Clubs, with the published figures to be a consolidated total figure for all Players; and individual Clubs' consolidated total figure.

The same is also mandated under the FIFA Regulations on Working with Intermediaries, however, considering the current situation, FIFA through their guidelines have decided to extend the deadline to publish such data to 30th June 2020.

In view of the above, AIFF has also decided to extend the deadline to publish such data to 30th June 2020.

Finally, we would kindly ask you to study this Circular carefully and to inform your affiliated Clubs, players and all other persons concerned accordingly.

We thank you for taking note of the above.

Kind Regards,



Kushal Das

General Secretary, AIFF

CC: Concerned Departments, AIFF