

TRANSFER MARKET: TRUE OR FALSE

A PLAYER'S EMPLOYMENT CONTRACT CAN BE MADE SUBJECT TO A SUCCESSFUL MEDICAL EXAMINATION

FALSE

Article 18 of the FIFA Regulations on the Status and Transfer of Players specifically precludes football clubs from making the validity of a contract subject to a successful medical examination. Further, FIFA's Dispute Resolution Chamber has made it very clear in a number of cases that clubs must obtain all the necessary information to be able to make an informed decision with regard to a player's health and fitness, before concluding a contract of employment.

Cases include:-

Player X v Club Y¹

The Dispute Resolution Chamber in this case held that: "Art. 30 of the Regulations (now Art. 18) gives clear and unmistakable indications with regard to the relation between medical examination and the validity of an employment contract, due to its unambiguous wording, the relevant clause does not leave space for interpretations, the said provision is mandatory and calls for a strict application, consequently, Art. 11 point 3 of the employment contract is null and void, since, contrary to what Art. 30 of the Regulations is requiring, it makes the relevant agreement conditional upon the positive results of a medical examination, the question of whether a medical examination were carried out prior to the signing of the agreements or not could remain open, in fact, the club would have had to make any necessary medical examination before concluding the agreements (cf. Art. 30 par. 2 of the Regulations), therefore, even if, for whatsoever reason, it had decided to have them carried out in February 2003 only ... it would have done so at its own risk - on account of the foregoing the two agreements concluded between the parties on 5 January 2003 are valid"

Player X v Club Y²

The Dispute Resolution Chamber held in this case that: "Club Y made the player concerned to undergo a medical test before signing the employment contract. Furthermore, it noticed that the club did not complete the test phase before signing the employment contract by receiving the test results. And finally, the Dispute Resolution Chamber noticed that the respondent club dismissed the employment contract

¹ DRC, 21 November 2003, no. 607

² DRC, 10 June 2004, no. 6400581

after receipt of the test results, twelve days after the signature, based on the contract clause 6.5. According to Article 30(2) (now. Art. 18) of the above-mentioned Regulations and in the light of the above

made explanations, the Dispute Resolution Chamber decided that by its conduct, the club Y made itself liable to bear the consequences of the signed contract. Furthermore, the Dispute Resolution Chamber had to consider the clause 6.5 of the employment contract between the parties involved, which says that the employment contract shall not be valid in case of negative test results. In this regard, the Dispute Resolution Chamber referred to Article 30(1) of the above-mentioned Regulations, according to which the validity of an employment contract cannot be made conditional upon the positive results of a medical examination. In this respect, the Dispute Resolution Chamber decided that the clause 6.5 of the employment contract does not hinder the validity of the employment contract and therefore does not release the club from its obligation to bear the consequences of the signed contract according to Article 30(2) of the mentioned Regulations."

Player A v Club B³

In this case, FIFA's Dispute Resolution Chamber required to consider a clause "in fine" of the employment contract which read as follows: "It is understood that the player has to pass all the medical exams in the satisfaction of the club not later than 31 July 2005." The Chamber advised that Article 18 was applicable, in this matter, and clearly states that the validity of a contract between a professional and a club may not be made subject to a positive medical examination. As a result, medical examinations must be concluded by prospective clubs prior to concluding the contract of employment. In this particular case, the medical examination was to be undertaken after the date on which parties concluded the contract. In light of the above, the Chamber held that the Clause "in fine" of the employment contract was in breach of Article 18(4) and therefore not legally-binding.

A PLAYER'S EMPLOYMENT CONTRACT CAN BE CONCLUDED SUBJECT TO A WORK VISA/PERMIT BEING GRANTED

FALSE

Given the international nature of football, players often require visas or work permits to allow them to play for a new club based in a country of which they are not a citizen. This is a task which may, in time, become more laborious for clubs based in the United Kingdom due to Brexit. However, when a player signs for a new club that is based in a country in which the player requires a visa/work permit in order carry out his employment, the obligation is on the new club to provide the player with a visa. The player, however, must co-operate fully in assisting the new club to obtain the documents required to permit him to work. Further, Article 18(4), clearly states that the validity of a contract must not be made subject to the granting of a work permit. The Court of Arbitration for Sport has also supported this position.

³ DRC, 17 August 2006, no. 861174

Cases include:-

Player X v Club Y⁴

In this case, the Chamber referred to Art. 30(2) of FIFA RSTP (now Art.18) and stated: "the player's new club is required to make any necessary investigations, or to take any appropriate action before concluding the contract in order to legalise the permanence of a player in the country, otherwise it will be liable to pay the full amount of compensation for the amount of salary due. In this particular case it was in the club's responsibility to provide the entry visa, as well as the necessary working permit to the player." In this case, the Club failed to take "any action, or at least not the necessary ones, in order to prevent the execution of the deportation order, nor had it ever taken any steps in order to provide the player with the necessary visa by the time the employment contract was concluded. The Chamber held that it was this behaviour alone that "prevented the employment contract from being executed and by doing so provoked the breach of the contract."

Player X v Club Y⁵

In this case, the Dispute Resolution Chamber considered a player's allegation that the club with which he concluded a contract of employment failed to take the necessary steps to secure a visa for him. The Chamber stated that "it is a basic principle of labour law that an employer has to provide his employees with a work permit, if need be. If an employer does not undertake the necessary to provide his employees with a work permit, and if this compels the player to leave the country where he is employed, and therefore to quit his work, this is basically to be considered as an unjustified breach of the employment contract by the employer." The Chamber advised that the visa which allowed the player X to stay in the country concerned, had to be considered as the equivalent of a work permit for that country. The Club had allowed a month to lapse without the player receiving a visa and thus he was residing illegally in the country. The player argued he had no option but to leave, as a result. As such, the Chamber held that "the behaviour of the club Y has to be considered as a breach of contract without valid reasons."

FK Senica, A.S. v Vladimir Vukajlovic⁶

In this CAS case, the Sole Arbitrator considered the issue of work permits and advised as follows: "Regarding the Player's lack of work permit, article 18.4 of the FIFA RSTP provides that: The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit. Therefore, in accordance with the above-mentioned provision, the Sole Arbitrator considers that it was up to the Appellant (the Club) to procure to the Player the relevant work permit to play for its team."

⁴ DRC, 04 February 2005, no. 25488

⁵ DRC 11 March 2005, no. 35131

⁶ CAS 2013/A/3089

PROSPECTIVE CLUBS WISHING TO CONCLUDE A CONTRACT WITH A PLAYER MUST, ALWAYS AND WITHOUT EXCEPTION, INFORM THE CURRENT CLUB IN WRITING, BEFORE CONTACTING THE PLAYER

TRUE

As a result of strict transfer windows, negotiations are often fast-paced in order to conclude agreements before the deadline of each registration period. However, before entering into a contract, parties must be aware of the rules under the FIFA Regulations on the Status and Transfer of Players. In particular, Article 18(3) specifically bars parties from entering into a contract of employment with a player, without having notified his current club in writing, first of all. This provision is binding on a national level as well as an international level, according to Article 1(3)(a).

FIFA's Commentary on the Regulations on the Status and Transfer of Players goes on further to state that the current club must explicitly agree to the discussion between parties, and without such an agreement, the prospective new club may risk being found to have induced the player to breach his contract with his current club if negotiations continue regardless.

Additionally, it should be noted that a player is only free to conclude a contract with another club if the contract with his current club has expired or has less than 6 months to run.

It should also be noted that Article 18 (in its entirety) is binding at national level.

AN EMPLOYMENT CONTRACT CANNOT BE MADE CONDITIONAL ON ADMINISTRATIVE FORMALITIES OF THE TRANSFER

TRUE

The jurisprudence of FIFA's Dispute Resolution Chamber is firm in the view that an employment contract cannot be made subject to an international transfer certificate being issued. The international transfer certificate is the sole responsibility of the player's new club and the relevant national association.

Player A v Club B⁷

In this case, the Chamber held that as a general rule, the issuance of the international transfer certificate was the sole responsibility of the player's new club and the respective national association. It went on further to state that "the validity of an employment contract cannot be subjected to the issuance of the player's ITC and therefore, considered as valid and binding the relevant employment contract signed between the parties."

⁷ DRC 23 September 2005, no. 95121

DEADLINE DAY - WHEN THE CLOCK STRIKES, TIME IS UP! TRUE OR FALSE?

True with a slight exception

The current system imposes strict rules in relation to transfers and once the deadline expires for the relevant association, FIFA TMS stops processing transfers with no exceptions. The TMS System also includes a countdown clock to ensure that clubs are in no doubt as to when their respective transfer window slams shut.

Some examples of failed deadline day transactions include

- David de Gea⁸ (Manchester United to Real Madrid)
- Pajtim Kasami (Fulham to Pescara)

However, some countries do exercise some flexibility and the English Premier League is a prime example of this. The PL introduced some flexibility into the deadline day process with use of what is known as the "Deal Sheet". The Transfer Deadline Day Deal Sheet allows a club to confirm that a deal has been reached within the deadline time-frame, while obtaining additional time to submit any missing documentation.⁹



This form does not constitute a legally binding contract. Clubs and Players are required to comply with all relevant rules and regulations of the FA, the Premier League, and FIFA which relate to players' transfers and contracts.

We the undersigned declare that negotiations for the transfer/loan* of (Player) _____ from (Transferor Club) _____ to (Transferee Club) _____ have been concluded prior to the closing of the transfer window.

The Compensation Fee payable is £/€//\$ _____, to be paid as follows (amounts & date/s of payment/s):

Guaranteed sums:

Contingent payments:

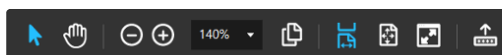


Image source: Premier League

⁸ <https://www.lawinsport.com/topics/articles/item/resolving-failed-last-minute-transfer-deals-in-football-lessons-from-the-de-gea-case?highlight=WyJ0cmFuc2ZlcilInRyYW5zZmVyJyIsIid0cmFuc2ZlcilInRyYW5zZmVyJy4iLCJ0cmFuc2ZlcidzIl0=>

⁹ <https://www.premierleague.com/news/464693>

The Deal Sheet itself carries its own rules and clubs may only benefit from it if the transfer has been agreed within the immediate two hours prior to the deadline expiring and can only be submitted to the Premier League and the FA between 9pm and 11pm. The rules allow for clubs to have an extra two hours after the window closes (if domestic transfer) or up until midnight (if international transfer) to submit the full paperwork (this may include employment contract, transfer agreement and permission to work in the UK documents).

Examples of deal sheet transactions include Darren Fletcher's move from Manchester United to West Bromwich Albion, Radamel Falcao's move from Monaco to Manchester United and Dame N'Doye from Lokomotiv Moscow to Hull City.¹⁰

A TRAINING CLUB OF A FEMALE PLAYER CAN CLAIM TRAINING COMPENSATION, AS IT WOULD FOR HER MALE COUNTERPART, UPON THE PLAYER TRANSFERRING TO ANOTHER CLUB BEFORE THE END OF THE SEASON OF HER 23RD BIRTHDAY

FALSE

Provisions for training compensation are currently not available for the women's game. The rationale behind this is that FIFA considers it would hamper the development of the game. In a decision rendered by FIFA's Dispute Resolution Chamber, it was confirmed that training compensation did not apply to female players. It was concluded that the system of training compensation encouraged the training of young players and creates stronger solidarity among clubs by awarding financial compensation to clubs which have invested in training young players. The DRC unanimously agreed that the "reality of women's football significantly differs from that of the men's game. The budgets, expenses and costs currently involved in each are certainly not comparable ... the system of training compensation currently provided for by the Regulations was established to serve the reality of professional men's football, however, not to be applied in an environment still in a developing phase status of the women's game."¹¹

Further, the argument that the women's game should be exempt because it is at a developing stage is also not a totally robust argument. The idea of training compensation is to reward the training of young players and encourage development. Financial compensation appears to be a significant incentive for clubs to become involved in the training of female footballers where there is arguably a lack of interest as well as a shortage of significant pools of players. Furthermore, there are many jurisdictions without a professional league where clubs are training players only to have them shipped to other jurisdictions where professional, full-time, careers are an option. Training compensation would provide those clubs with financial remuneration (much needed, in some circumstances) and encourage further development of the women's game. However, it is recognised that training compensation does come with its own drawbacks and can serve as a hindrance to players when signing their first professional contract. Even in the men's game, clubs can be put off signing players if training compensation also requires to be paid.

¹⁰ <http://www.dailymail.co.uk/sport/football/article-2937260/How-deals-confirmed-window-closes-transfer-deadline-day-Sportsmail-explains-deal-sheet.html>

¹¹ DRC 7 April 2011, no. 411375

UPON THE TRANSFER OF A PLAYER TO A NEW CLUB, IT MAY BE POSSIBLE FOR FORMER CLUBS (EVEN JUNIOR CLUBS) TO BENEFIT

TRUE

Article 21 of FIFA Regulations on the Status and Transfer of Players (RSTP) provides that each time a player is transferred before the end of his contract for a transfer fee, a payment (known as a solidarity contribution) is owed to former clubs with which the player has been registered between the ages of 12 and 23.

The solidarity mechanism only applies to international transfers (a player transferring between two clubs of different national associations) but can come in very handy for former clubs in the event of a future transfer of an ex-player. The payment of solidarity contribution does not stop after the player turns a certain age and continues to be owed to all former clubs each time a player is transferred, so long as those clubs have been involved with the player's training/development between 12 and 23 years of age.

An important point to note is that solidarity contribution is **only** due if the player moves during the course of his contract.

How does it work? FIFA RSTP states that 5% should be deducted from the total transfer fee and thereafter, distributed to the clubs involved in the training and education of the player between 12 and 23 years of age. When calculating what proportion of the 5% solidarity contribution is owed to each club, the player's career history will be referred to via the Player Passport (an official document that details the time periods a player has been registered with each club). The amount will be calculated pro-rata if the player was registered with a former club for less than one season. Payment must be made by the new club to the former club within 30 days of the player's registration with the new club or within 30 days of any instalment/contingent payment provided for under the relevant transfer contract.

An example of how the solidarity contribution works in practice can be found in the case of Neymar's transfer from Barcelona to PSG. Neymar had trained with Santos over a period of ten years from 2003-2013. The club reportedly received the equivalent of €9m from PSG thanks to its share of the 5% solidarity contribution.¹²

Further, due to the age range involved, grassroots clubs may also take advantage of solidarity contribution. For example, Wallsend Boys Club reportedly received a significant sum as solidarity contribution when former goalkeeper, Fraser Forster, was transferred from Celtic to Southampton Football Club, in the Premier League, back in 2014.¹³ The benefits of receiving such cash injections for grassroots clubs, and the development of youth players, requires no explanation.

Solidarity contribution should also be paid and received by former clubs who register a player on loan, as FIFA RSTP states that if a player is loaned to another club, that loan is subject to the same rules that apply to the permanent transfer of players. This includes the provisions on solidarity contributions,

¹² <http://www.espn.co.uk/football/story/3246495/santos-president-confirms-psg-have-paid-neymar-solidarity-fee>

¹³ <http://www.dailymail.co.uk/sport/football/article-3019602/Grassroots-clubs-missing-millions-transfer-former-players-solidarity-contribution-payments.html>

meaning that a club who receives the player on loan during the players' training and development phase is also entitled to share in future solidarity payments reflective of the time the player spent with them.

Any disputes arising in relation to the payment of solidarity contribution can be submitted to FIFA's Dispute Resolution Chamber (DRC), the decisions of which can be appealed to the Court of Arbitration for Sport. If clubs do not file the relevant claim with FIFA within two years of the date of the event giving rise to the dispute, the claim will be time-barred. It is essential therefore that clubs keep track of the movement of former players and have a clear understanding as to when payments are due to them.

It should be noted that although solidarity mechanism is only applicable to international transfers, national associations are free to implement similar schemes in their own regulations governing domestic transfers.

As well as solidarity contribution, a former club can also benefit from training compensation. FIFA's training compensation system can be found under Article 20 of FIFA RSTP. There are two scenarios where a payment of training compensation becomes due. Firstly, when a player signs his first contract as a professional player and secondly, on each transfer thereafter until the end of the season of his 23rd birthday. A club will be generally considered a training club if it has developed and trained the player between the ages of 12 and 21 (however, FIFA's DRC can determine if the player's training period has concluded before the age of 21). Clubs are compensated for the entire time that it trained the player and not only for the time it trained him as a professional. Unlike solidarity contribution, however, training compensation ceases to apply following the end of the season of the player's 23rd birthday.

The Player Passport¹⁴ is, again, important when calculating training compensation owed to former clubs. In assisting with the calculation of such compensation, FIFA instructs member associations to divide their clubs into four categories according to financial investment in training players. Training costs are fixed for each category and are representative of the amount required to train one player for one season. Training costs and the categorisation of clubs are updated annually and FIFA provides member associations with a list of the training costs, by confederation, for each category of club.

The obligation to pay training compensation stands regardless of whether the player has transferred during or after the expiry of his current contract. However, like solidarity contribution, training compensation is only payable when the transfer takes place between clubs of different national associations (an international transfer). The exception is where national association rules provide for similar provisions upon domestic transfers, e.g. As per the rules of the Irish Football Association, Scottish Football Association and the Scottish Professional Football League.

Regarding the loan of players, FIFA RSTP states that if a player is loaned to another club, that loan is subject to the same rules that apply to the transfer of players, including the provisions on training compensation. Parent clubs are generally not entitled to receive training compensation for the period in which the player was loaned to another club - unless the club can demonstrate that it incurred the costs for the player's training during the loan period.¹⁵

¹⁴ https://resources.fifa.com/mm/document/affederation/administration/ps_775_en_69.pdf

¹⁵ Grasshopper v Alianza Lima CAS 2008/A/1705; Dundee United FC v Club Atletico Velez Sarsfield CAS 2013/A/3119

Any disputes arising in relation to the payment of training compensation can be submitted to FIFA's DRC, the decisions of which are appealable to the Court of Arbitration for Sport. If clubs do not file the relevant claim with FIFA within two years of the date of event giving rise to the dispute, the claim will be time-

barred. It is essential therefore that clubs keep track of the movement of former players and have a clear understanding as to when payments are due to them.

It should be noted that registering clubs are not normally forthcoming in their dues to previous clubs under the solidarity mechanism and training compensation rules, in spite of the fact that it is their obligation to reach out to training clubs. It is therefore usually up to the club who is due to receive this money to contact the registering club and make their case known.

FOOTBALL INTERMEDIARIES (FORMERLY KNOWN AS AGENTS) CAN ONLY RECEIVE A COMMISSION FOR CONCLUDING A DEAL

FALSE (BUT THE CONTRACT MUST BE CAREFULLY WORDED)

Generally speaking, an intermediary can only recover commission for the activities that are expressly stipulated in the applicable representation contract. CAS jurisprudence states that a mere introduction to a club, for instance, is not sufficient to create a contract between the player and the club, as the contract is not concluded until the parties go through the negotiation process and eventually sign the contract. Therefore, a commission is not payable on the introduction of the player but only when the contract is actually concluded.

An agency contract where the principal is bound to pay a commission for an introduction must be expressed in writing.¹⁶ If the agreement does not contain an express provision stipulating the agent's right to commission on him performing other tasks other than the conclusion of the employment agreement, such as an introduction only, then the agent's fee will fall.

In determining whether the agent did take the necessary steps to conclude the employment contract, according to CAS jurisprudence, he will have to establish his "significant involvement" in the transfer of a player¹⁷ and/or was the "effective cause" of the transfer being brought about.¹⁸ The burden of proof will be on the agent to prove the steps that he took and provide evidence of those steps which could include calling witnesses to support his or her case.¹⁹

¹⁶ CAS 2006/A/1019

¹⁷ CAS 2015/A/4326; CAS 2007/A/1371

¹⁸ CAS 2013/A/3251; Jacques Lichtenstein v Clube Atletico Mineiro [2005] EWHC 1300 QB

¹⁹ CAS 2014/A/3836

PLAYERS UNDER THE AGE OF 18 CAN ONLY SIGN AN EMPLOYMENT CONTRACT WITH A CLUB UP TO A MAXIMUM PERIOD OF 3 YEARS

TRUE

Art.18(2) of the FIFA Regulations on the Status and Transfer of Players (RSTP) specifically states that players under the age of 18 cannot conclude contracts for a period longer than 3 years and parties are prohibited from inserting clauses that refer to periods longer than 3 years. This provision leaves no space for any other interpretation than that unilateral extension options will not be allowed to be inserted in contracts with minors where the total duration (the original contract plus the extension period) exceeds and refers to a period longer than 3 years.

The Dispute Resolution Chamber is strict when applying Art.18(2) and in a decision dated 07 April 2011²⁰, the Chamber emphasised that the player was clearly under the age of 18 when he signed the employment contract and with reference to Article 18(2) of RSTP, players under the age of 18 may not sign a professional contract for a term longer than 3 years. Any clause referring to a longer period shall not be recognised.

THE CONSENT OF A PLAYER IS REQUIRED BEFORE A CLUB CAN TRANSFER HIM OR HER TO A NEW CLUB

TRUE

A player's consent is a key element for any successful transfer. It is standard practice in the world of football for the buying club to protect itself from the risk that a player refuses to conclude an employment contract with the new club, after the transfer has been agreed. The usual practice to protect against such risk is to insert a clause stipulating that the player's consent is a precondition for the conclusion of the transfer agreement.

IF AN INTERMEDIARY HAS BEEN USED DURING THE NEGOTIATIONS OF A PLAYER'S TRANSFER TO A NEW CLUB, THE INTERMEDIARY MUST BE NAMED IN THE PLAYER'S EMPLOYMENT CONTRACT WITH THE NEW CLUB

TRUE

The FIFA Regulations on the Status and Transfer of Players contain special provisions relating to contracts between professional players and clubs. Article 18(1) specifically states that if an intermediary was involved in the negotiations of a contract, he or she must be named in that contract.

²⁰ no. 411852

SOLIDARITY MECHANISM IS ONLY CALCULATED BASED ON THE SUM OF TRANSFER FEE AND NOT ON THE SELL-ON FEE OR CONDITIONAL PAYMENTS

FALSE

In a recent case between Real Madrid and Benfica before the Dispute Resolution Chamber, the Single Judge confirmed that solidarity mechanism applied also to negotiated sell-on fees. In the case in question, the player was transferred in 2010 from Real Madrid to Benfica for a fixed fee of €6m, with a 20% sell-on fee (applied to a future transfer fee over and above the original transfer amount of €6m) should the player be transferred to a third club. The player was subsequently transferred again in 2015 for a sum of €30m which triggered a sell-on fee for Real Madrid in the region of €4.8m.

A third club put a claim in for solidarity contribution based on the transfer sum and sell-on fee, arguing that the accumulated figures had to be considered as part of the “compensation paid to the former club” in terms of Article 1 of Annex 5 of the FIFA Regulations on the Status and Transfer of Players (RSTP), so long as the sums were over and above the initial transfer fee agreed.

Benfica defended the claim on the basis that the sell-on fee did not form part of the compensation agreed, between themselves and Real Madrid, for the player. They advised further that the sell-on fee was a “participation in the price of a new transfer” and was split “between Benfica and Real Madrid. 20% for Madrid and 80% for Benfica”.

The Single Judge of the DRC, however, held that Annex 5 of FIFA RSTP also applies to sell-on fees and therefore the sums that fall under such agreements must also be included when calculating the solidarity contribution.

ALL TRANSFERS (INTERNATIONAL AND DOMESTIC) MUST BE SUBMITTED THROUGH FIFA'S TRANSFER MATCHING SYSTEM (TMS)

FALSE

In 2007, the 57th FIFA Congress voted to create an online system that would apply to the international transfer of professional football players. The objective was to increase transparency and integrity in the market by increasing data available to football authorities and to enforce rules on the protection of minors. The system is called TMS (Transfer Matching System) and under Annex 3, Article 1(5) of the FIFA Regulations on the Status and Transfer of Players, the use of the system is mandatory for all international transfers of professional male and female players within the scope of eleven-a-side football. Any registration of such a player without the use of TMS will be deemed invalid.

FOOTBALL PLAYERS MAY ONLY BE REGISTERED DURING ONE OF THE TWO ANNUAL REGISTRATION PERIODS, WITH NO EXCEPTION.

FALSE

Article 6 para. 1 of the FIFA Regulations on the Status and Transfer of Players provides that players may only be registered during one of the two annual registration periods fixed by the relevant association. An (unwritten) exception has been developed in the case of a transfer of a minor, where the application for the approval to the Sub-Committee of the Players' Status Committee was made before the end of the registration period, but the approval by the Sub-Committee, however, was issued only after the expiry of the relevant registration period. In such case, an ITC (International Transfer Certificate) request for the transfer of the minor (and subsequently the registration of the minor with the new national association) outside the registration period is still possible.

Another exception applies to players whose contracts have expired prior to the end of a registration period. In those circumstances, such a player may be registered out with the two usual registration periods.

PLAYERS CAN BE REGISTERED FOR A MAXIMUM OF THREE CLUBS DURING ANY ONE SEASON

TRUE

During this period, the player is only eligible to play official matches for two clubs. However, as an exception, a player moving between two clubs belonging to associations with overlapping seasons may be eligible to play in official matches for a third club during the relevant season, provided he has fully complied with his contractual obligations towards his previous clubs. Equally, the provisions relating to the registration period as well as to the minimum length of contract must be respected.

ANY LOAN OF A PROFESSIONAL PLAYER TO ANOTHER CLUB IS NOT SUBJECT TO THE SAME RULES AS THE PERMANENT TRANSFER OF A PLAYER, SUCH AS TRAINING COMPENSATION AND SOLIDARITY MECHANISM

FALSE

FIFA's Regulations on the Status and Transfer of Players is clear that the loan of a professional player is subject to the same rules as a permanent transfer of player, including the provisions for training compensation and solidarity mechanism (Art. 10(1) FIFA RSTP).