



# **Explanatory Note on New Provisions in the Regulations on the Status and Transfer of Players Regarding Female Players**

**Minimum Labour Conditions for  
Female Players – 2024**

## Introduction

As part of FIFA's commitment to constantly adapt the regulatory framework to the reality of football and the transfer system, the FIFA Council agreed to mandate the FIFA administration to undertake a detailed assessment of the [minimum labour conditions regarding pregnancy and maternity](#) for professional players with the aim of exploring objective additional regulatory measures to protect the well-being of female players in line with the Regulations on the Status and Transfer of Players (RSTP).<sup>1</sup>

Following extensive discussions with all stakeholders, the recent amendments and additions to the RSTP were approved by the FIFA Council on 15 May 2024.

The purpose of this note is to provide appropriate guidance to FIFA member associations (MAs) and their stakeholders in relation to the newly adapted RSTP, focusing on:

- I. extending the existing rights and protection to adoptive parents as well as non-biological mothers;
- II. rights of the player in case of pregnancy;
- III. developing a plan to support the player post-partum;
- IV. breastfeeding;
- V. menstrual health;
- VI. extending the rights to female coaches;
- VII. ensuring implementation of the rules at national level; and
- VIII. encouraging associations to facilitate attachment and emotional balance for female players with their families while on international duty with their national teams.

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<sup>1</sup> [FIFA Council mandate of 14 March 2023.](#)

## I. Extending rights and protection to adoptive parents as well as to non-biological mothers

The new regulatory framework introduces a leave entitlement (and a corresponding financial entitlement) to female players as adoptive parents or non-biological mothers of a child.

The main objective of the introduction of these entitlements is to reflect the reality of women's football and to promote inclusivity by providing protection to female players desiring to have a family. Through the new definitions of such leave entitlement and the adapted provisions, female players in such situations will be able to have the necessary time with their family to emotionally connect with their child and to settle in the new role as a parent. All of this will be ensured by providing **adequate leave**, as well as ensuring a corresponding **financial entitlement**.

Recognising the different impact on the adoptive mother's ability to work when compared to cases of biological maternity, the leave entitlement is different to that of maternity leave. The player has the right to take eight weeks of **family leave** within six months of the date of birth of a child.

The entitlement to the **adoption leave** is linked to the age of the adopted child, and it must be taken within six months of the date of the formal adoption:

- The child is two or less than two years old: eight weeks for the adoptive parent.
- The child is between two and four years old: four weeks for the adoptive parent.
- The child is older than the age of four: two weeks for the adoptive parent.

During the respective leave, the minimum financial entitlement corresponds to the equivalent of **two thirds of the contracted salary** (art. 18 para. 7 of the RSTP).

The relevant provisions regarding registration periods and the principles of contractual stability, i.e. articles 6 paragraph 3 and 18quater of the RSTP, were adapted to include adoption and family leave and to provide the same protection as for players exercising their rights linked to pregnancy.

## II. Rights of players in case of pregnancy

### a) Article 18quater paragraph 4 of the RSTP

To provide for more clarity, article 18quater paragraph 4 of the RSTP was rephrased in its entirety to highlight the basic rights of a player who becomes pregnant during the term of her contract. Furthermore, the financial consequences for each protected right were listed in more detail. For the avoidance of doubt, no change in substance to the existing version of article 18quater of the RSTP was intended.

In summary, the **mechanics of the provision** are as follows:

Where a player becomes pregnant during the term of her contract:

- The player has the right to continue providing **sporting services**. The club has an obligation to respect the decision and formalise a plan for her continued sporting participation in a safe manner, prioritising her health and that of the unborn child. The player will be entitled to receive her full remuneration, until such time that she utilises maternity leave.
- Should the player deem that it is not safe for her to continue providing sporting services, or should she choose not to exercise her right to continue providing sporting services, the club will offer the player the possibility to provide **employment services in an alternative manner**. If she renders employment services in an alternative manner, or if the club is unable to offer alternative employment services that can reasonably be expected in the context of the ongoing contract, the player will be entitled to receive her full remuneration, until such time that she utilises her maternity leave.
- If, for medical reasons related to a pregnancy, a player is unable to provide sporting or employment services in an alternative manner, then the player is entitled to medical leave, subject to the production of a valid medical certificate issued by her personal gynaecologist or specialist medical practitioner. The player will be entitled to full remuneration, until such time that she utilises maternity leave.

The following paragraphs explain these mechanics in more detail.

### **b) Sporting services**

The player can continue providing **sporting services**. This right of the player has to be respected by her club, which also has the obligation to formalise a sporting plan for the player, prioritising her health and that of the unborn child.

The player is entitled to her **full remuneration** during this time.

### **c) Reasonable alternative services**

In case the player exercises her right to provide **alternative services**, the following applies:

- If the player chooses that she prefers to no longer render sporting services, but wishes to render alternative services, the club, as an employer, has the obligation to offer the possibility of such alternative services to the player.
- The alternative services must always pass the **reasonableness test**, i.e. only alternative services that are sufficiently closely linked to the player's main contractual duties, and only alternative services that can reasonably be expected from a player, can be requested to be performed.
- If the alternative services **do not meet the reasonableness test**, the player can refuse to provide them and still claim her **full salary**.

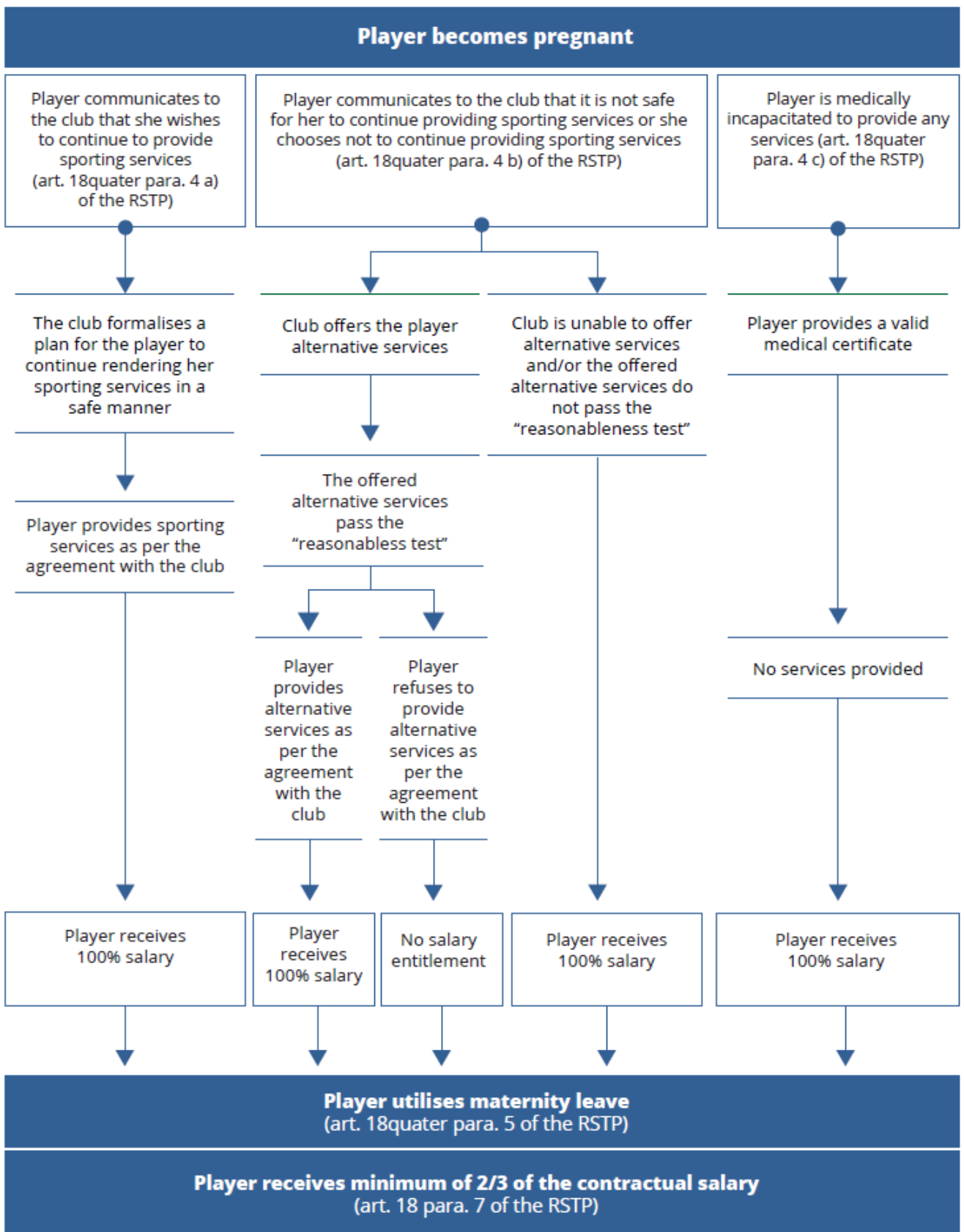
- If a possibility to render reasonable alternative services is offered by the club, but the player **refuses to provide** such services despite being medically fit to do so, the player **loses her salary entitlement entirely** until she utilises maternity leave. In such a case, the player does not commit a breach of contract, but can no longer claim any salary payment from the club until she utilises maternity leave.

#### **d) Medical incapacity**

The newly added paragraph relating to the inability to provide employment services due to medical **complications related to a pregnancy** protects the player in cases where the player is unable to provide sporting or employment services in an alternative manner during her pregnancy. The element that medical complications need to be “related to a pregnancy” is to be understood in a broad sense, i.e. such complications can also occur in case of an early termination of a pregnancy, or any other medical condition triggered by a pregnancy.

Subject to the production of a **valid medical certificate**, issued by the player’s personal gynaecologist or specialist medical practitioner, the player is entitled to prescribed leave as well as to her **full remuneration** during this time. In other words, in case of medical incapacity, the player neither has to render sporting services nor any alternative services and is still entitled to a full salary payment.

e) Overview



### III. Developing a plan to support the player post-partum

After the completion of the maternity leave, the club is not only required to reintegrate the player into footballing activity, but now also has the obligation to agree with the latter on a **post-partum plan** and provide adequate ongoing medical support (art. 18 para. 5 of the RSTP).

Annexe A serves as an example of possible elements of such a post-partum plan.

### IV. Breastfeeding

A further objective of these latest regulatory amendments is to promote the importance of breastfeeding in accordance with the [International Labour Organization's Maternity Protection Convention, 2000 \(No. 183\)](#). In this respect, a clarification has been added to the existing provision, stipulating that a player's reduced working hours due to breastfeeding and/or expressing breast milk are justified, without any reduction in salary.

FIFA also wishes to provide for further guidance regarding "**suitable facilities**" for breastfeeding, as per article 18quater paragraph 6 of the RSTP. The minimum standard encompasses a **fully available, private** and **safe space**.

Annexe B serves as an example of how such suitable facilities can be established.

### V. Menstrual health

According to the [FIFA Female Health Project Snapshot](#), 83-93% of female athletes experience menstrual cycle-related symptoms having the potential to impact exercise, performance, recovery and ultimately their quality of life.

Recognising the physical impact of the menstrual cycle, article 18quinquies of the RSTP was introduced to protect players who suffer from severe menstruation pain.

According to this new provision, subject to the production of a valid medical certificate, a player will be entitled to be absent from training or matches whenever her menstrual health so requires, without suffering any financial consequences therefrom, i.e. the player will receive her **full remuneration** during such an absence.

### VI. Extending rights to female coaches

To enable female coaches to fulfil their maternal role without being marginalised in the labour market, the maternity and adoption benefits were extended accordingly to coaches.

However, paying due consideration to the fact that the services provided by a coach to a club are different to those provided by a player in terms of physicality/fitness, certain provisions (art. 18quater para. 4 a) and b)) do not apply to coaches.

## VII. Ensuring implementation of the rules on national level

MAAs are reminded that the relevant articles 18 paragraph 7, 18quater and 18quinquies are binding provisions at national level and therefore must be included in the respective domestic regulations in accordance with article 1 paragraph 3 a) of the RSTP.

Nonetheless, an additional paragraph has been added to article 1 paragraph 3 a), explaining the interplay of the RSTP with relevant collective bargaining agreements (CBAs) or national law. To ensure the correct implementation of the female regulatory framework at national level, the MAAs are guided as follows:

- If a CBA exists at national level, the CBA prevails in its totality (i.e. also if in some aspects, rules of a CBA are **less beneficial** than the RSTP).
- If no CBA exists at national level, but there are mandatory rules of national law that are more beneficial than the RSTP, those specific, **more beneficial** rules prevail.

In order to provide for legal certainty, the applicable conditions as per the relevant CBAs or national law **must be duly reflected** in the **association's regulations**.

It is paramount to mention that the RSTP establishes a **minimum standard** for all 211 MAAs. This minimum standard must be adhered to in all 211 MAAs' legal frameworks. As explicitly stipulated in the relevant provisions, where more favourable provisions would be provided in national jurisdictions, those provisions will prevail (subject to the existence of a validly negotiated CBA, as mentioned above). If, in the context of a dispute before the Football Tribunal, more beneficial national rules are invoked, the party invoking these rules carries the **burden of proof** regarding the existence and content of the rules.

## VIII. Encouraging FIFA MAAs to facilitate attachment and emotional balance for female players with their families while on international duty with their national teams

At the last FIFA Women's World Cup 2023™, FIFA witnessed success stories of several national teams that had advanced family policies for their players, which facilitated female players to be accompanied by their minor children during the tournament.

The main goal of such policies is that the players do not have to compromise between taking care of their children and attending international duty with their national teams.

The new article 1bis paragraph 11 of Annexe 1 to the RSTP does not impose a binding obligation on MAAs. Notwithstanding, MAAs are being encouraged to facilitate attachment and emotional



balance for female players with their families during the final stages of competitions has been introduced.

FIFA encourages its members, in consultation with its national team players, to adopt directions for accompanying children during the final stages of competitions, including, inter alia:

- to provide the possibility for families to be accommodated in the same hotel as the team, or at least very close by, for the duration of the final tournament;
- to provide suitable facilities in accordance with national legislation for breastfeeding and/or expressing breast milk, if needed;
- to provide all necessary sanitary provisions for players with infants;
- to financially support travel costs and/or accommodation costs for families; and
- to facilitate the provision of childcare services.

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## ANNEXE A

|                                  | <b>Recommendations</b>  |
|----------------------------------|---|
| EDUCATION                        | Facilitating a team-wide education and a normalising culture relating to pregnancy and post-partum return-to-play.  |
| COMMUNICATION                    | Seeking open dialogue with players.<br>Identifying a relevant staff lead/contact person.  |
| MEDICAL & PROFESSIONAL OVERSIGHT | Providing for multidisciplinary involvement, including a health assessment by various medical specialists, i.e. obstetrician and gynaecologist, pelvic health physiotherapist, specialised physical coach, mental health specialist, nutritionist, etc.<br><br>Medical specialists will recognise where early supportive intervention and appropriate levels of physical activity will support continued participation during pregnancy, aid recovery and prepare the player for a successful return-to-play per her wishes.<br><br>Objective: Clear and careful planning for pregnancy and post-partum return-to-play.   |
| RETURN-TO-PLAY TIMELINE          | The recovery timeline will vary based on a number of factors, such as the mode of delivery, complications during pregnancy or birth, overall physical and mental health, as well as the sleep/nutrition status of the player.<br><br>The return-to-play timeline will be influenced by early-phase recovery and the successful development of position-specific load capacity.<br><br>It is important to anticipate and respect the potential disruption a player will face early on in her post-partum recovery.<br><br>Objective: Minimise injury risk given that evidence suggests many post-partum athletes return to sport early and sustain significant musculoskeletal injury. |
| INDIVIDUALISED SUPPORT           | Continuous monitoring of the health, well-being and performance of the player.<br><br>Return-to-play objectives should reflect the current physiological and psychological state of the player.   |

Other football stakeholders have equally developed detailed examples of possible post-partum plans, which may also serve as guidance. Examples can be found [here](#).

## ANNEXE B

|                              | <b>Recommendations</b>  |
|------------------------------|---|
| LOCATION                     | Breastfeeding facilities should be located in a physically separate area, close to the workspace.   |
| ACCESSIBILITY & AVAILABILITY | The facilities must be easily accessible and fully available for the player during her working hours.   |
| SAFETY & PRIVACY             | <p>The facilities must ensure privacy, i.e. the entrances must be closed properly, with exclusive access control for breastfeeding players and cleaning staff.</p> <p>The facilities must be designed to ensure that players using the room are not visible from the outside.</p> |
| EQUIPMENT                    | <p>Comfortable chair.</p> <p>Milk-storage unit.</p> <p>Handwashing facilities or any other necessary supplies, such as drinking water, liquid soap, dispenser, hand sanitiser, cleaner for surfaces and paper towels.</p> <p>Changing mat and table.</p> <p>Waste bin.</p>        |
| HYGIENE                      | The facilities should be cleaned on a regular basis.  |