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FIFA RSTP Changes: Introduction of Article 21bis "Player Participation in Transfer Fees"

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1. Introduction

Before the Bosman ruling (1995), the transfer system bound players to their clubs even after the end of their contracts, which violated the right to free movement of European workers. After this landmark case, however, players were given the right to join a new club as a free agent upon contract expiration.

This ruling could have created instability and removed any club's motivation for investing in player development, especially among youth players.

In 2001, following five years of discussions, FIFA's solution was the creation of training rewards (namely, training compensation and solidarity mechanism), designed to compensate training clubs for their role in the training and education of young players. This approach took clubs' investments into account and ensured the stability of the football ecosystem, but it continued to neglect the main stakeholders of the beautiful game: the players.

On 10 June 2026, FIFA approved the new version of the RSTP, which will come into force on 1 January 2027. This version follows the discussions held between FIFA, FIFPRO, European Football Clubs (EFC), World Leagues Association (WLA), UEFA and CONMEBOL after the Diarra case.

The changes cover a wide range of subjects, including the length of minors' contracts, protection from abusive practices and liquidated damages clauses.

This article focuses exclusively on the introduction of **Article 21bis**, entitled "Player Participation in Transfer Fees", which marks the first attempt to address the unfair exclusion of players from the economic value generated through their own transfers.

2. Substance of Article 21bis

Paragraph 1 states that "clubs and players are free to agree on a player's participation in a transfer fee paid for that same player". In practice this amendment brings no changes, as clubs

and players were already allowed to enter into this type of agreement, given that, since the 2019 RSTP, players are not treated as 'third parties' in their own contracts and thus fall outside the prohibitions laid out in Article 18ter, entitled "Third Party Ownership of Players' Economic Rights".

Paragraph 2, however, is where the landmark changes are set out. It introduces a mandatory obligation for the releasing club to pay an amount equal to 5% of the total fixed transfer fee effectively received directly to players earning less than a yearly fixed remuneration of €150.000 (or its equivalent) with that club, in the context of **permanent international transfers**.

Paragraph 2 (b) opens the possibility for players to partially waive this newly given right, but only for the portion of the 5% participation that exceeds the higher of **(i)** the player's **fixed remuneration for the last year** of contract with the releasing club, or **(ii) 2.5% of the total fixed transfer compensation**.

To clarify how this mechanism operates in practice, suppose an international transfer of €3.000.000, which would entitle the player to a base participation of €150.000 (5% of the fee). Consider the following:

- **Player A**: earned €100.000 last year. Therefore, (i) = 100.000€ and (ii) = 75.000€. The waivable amount is 150.000€ - 100.000€ (since (i) is higher), which is 50.000€. In this case the player could be asked to waive €50.000 but remains entitled to 100.000€.
- **Player B**: earned €30.000 last year. Therefore, (i) = €30.000 and (ii) = €75.000. The waivable amount is €150.000 - 75.000€ (since (ii) is higher), which is €75.000. In this case, the player could be asked to waive 75.000€ but remains entitled to €75.000.

Paragraph 2 (c) provides that the player's participation is subject to tax, social security or other mandatory deductions and will be received on a pro rata basis if the transfer fee is paid in instalments.

Finally, Paragraph 3 states there shall be no entitlement in cases where it contradicts applicable national law, domestic regulations, or collective bargaining agreements.

3. Commentary on Waivers

This section examines the key elements of the new regulation in greater detail.

The first point worth noting is FIFA's direct treatment of waivers. Unlike training compensation waivers, which are only addressed indirectly in the RSTP (Annexe 03), Article 21bis explicitly regulates the mechanism, defining clear limits to ensure players are never entirely stripped of their entitlement. By contrast, no similar limits apply to training compensation:

training clubs frequently waive their rights in full, at times in exchange for a share in the player's future transfer.

In practice, training compensation waivers have become a prerequisite for many deals involving young players: clubs will not present an official offer until the player or his agent has secured the waivers from all training clubs in his passport.

It will be crucial for FIFA to monitor how the 21bis waiver mechanism is used in practice, to ensure it remains the exception rather than the industry standard.

If unchecked, the mandatory floor could become the effective ceiling, reducing many players' participation to the 2.5% minimum in cases where they would otherwise be entitled to more.

4. Commentary on Scope

Another notable feature is the international limitation built into the provision. Because Article 21bis applies exclusively to permanent international transfers, transfers that take place within a player's domestic market fall outside this entitlement, regardless of the fee involved, the number of transfers or a player's annual remuneration.

Players from exporting nations like Brazil or Argentina may benefit massively from this provision, but in countries where domestic transfers are the norm, like Mexico, players could still miss out on millions of euros throughout their careers, despite having been involved in many transfers.

Aside from the territorial limitation, the scope of Article 21bis is also shaped by a financial parameter: the €150.000 yearly salary threshold. While this line is clearly intended to protect the most vulnerable players, its rigidity raises serious questions.

Firstly, is a player earning €160.000 in such a privileged position that he should be excluded from a right his colleague earning €140.000 receives in full?
But most importantly, is annual remuneration truly the right means of measuring which players deserve protection? A player who earns €300.000 a year could be sold for €30.000.000, one hundred times his salary. Why is he not entitled to participate in this transfer fee?

If the premise of the provision is that players should share in the value their own transfers generate, why should that right disappear if he clears an arbitrary threshold?

5. Conclusion

The establishment of the Global Social Dialogue Platform marks the beginning of a new era, ending the days when FIFA would unilaterally make changes to the RSTP. The introduction of Article 21bis is the result of discussions that involved relevant stakeholders and is a long-awaited step toward ending what has long been considered, by insiders and outsiders alike, one of football's greatest injustices: the exclusion of

players from the value generated by their own transfers.

For the first time, FIFA has guaranteed players a share in their transfer fees.

However, as this article has shown, concerns remain regarding the use of the waiver mechanism, as well as the provision's scope, both territorial and economic.