



PLAYER MOBILITY IN FOOTBALL:
A COMPARATIVE LEGAL STUDY OF
EUROPEAN AND U.S. SPORTS MODELS

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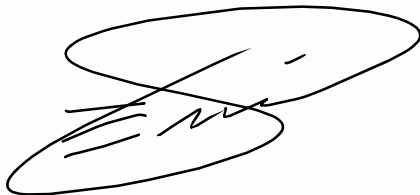
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ABSTRACT

This thesis explores the concept of player mobility in professional football through a comparative analysis, focusing on the distinct regulatory frameworks of the European and United States sports models. It examines how legal structures, transfer mechanisms, and financial regulations influence the movement of players between clubs, and how these systems reflect broader priorities such as contractual stability and competitive balance. It also investigates the legal rationale behind the limitations imposed on player movement, including contract duration, transfer windows, and financial obligations.

Ultimately, this research assesses whether a hybrid model combining features of both the European and U.S. systems could offer a more balanced approach to player mobility, one that respects both contractual stability and the evolving career needs of players. By critically evaluating these contrasting frameworks, the thesis contributes to the ongoing legal discourse around sports governance and offers forward-looking perspectives for reform in international football law.



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I. GLOSSARY OF TERMS

TFEU	Treaty on the Functioning of the European Union
CBA	Collective Bargaining Agreement
ECJ	European Court of Justice
CJEU	Court of Justice of the European Union
RSTP	Regulations on the Status of Players and Transfers
TMS	Transfer Matching System
MLS	Major League Soccer
MLSPA	Major League Soccer Players Association

II. LEGAL FRAMEWORKS GOVERNING PLAYER MOBILITY

The concept of player mobility refers to the ability of professional athletes to move freely between teams, leagues, or countries throughout their careers. This notion includes a range of legal and economic elements that govern said mobility, including transfers, trades, free agency, and contractual terminations. Player mobility is influenced by various factors such as governance rules established by international sports organisations, league regulations and collective bargaining agreements (CBAs).

Understandably, the factors that affect player mobility fluctuate in each region due to the differences in culture, economic structures and, most importantly, applicable legal and regulatory frameworks. In light of these variations, FIFA has made efforts to harmonize global football transfer rules through its regulations, seeking to establish a unified set of principles that apply across all member associations, in an attempt to balance players' interests with those of clubs and leagues.

That being said, it is pertinent to analyse what characterizes player mobility in the most significant sports models: the European Model and the United States Model.

A. European Sports Model

The European sports model is highly influenced by football seeing as it is not only the most popular sport in the region but also considering it is where the legal and regulatory frameworks have been most thoroughly developed.

It is just as relevant to mention that football's unique economic and structural dynamics —such as multi-million-euro transfer fees and vast cross-border transfers— create legal complexities that are less evident in other European sports. The high-profile nature of football has led to the evolution of legal doctrines related to the impact of labour law, contract law, and competition law on the football regulatory framework,

making it a rich case study for examining player mobility. That being said, European football's governance system, led by FIFA, UEFA, and national federations, provides a widespread regulatory framework. This allows for a thorough analysis of international regulations, such as transfer windows, training compensation, and sporting sanctions and contractual stability—which are critical components of the player mobility landscape.

However, we cannot delve into the intricacies of this model without taking into account the landmark cases that prompted the evolution of the presently applicable regulations and therefore shaped the European sports model we know today.

(i) **Bosman Ruling**¹

In December 1995, the European Court of Justice (ECJ), now known as the Court of Justice of the European Union (CJEU), delivered a judgement concerning player mobility, transfer regulations, and labour rights within the European Union. Prior to this ruling, football clubs across Europe had the authority to demand transfer fees for players even after their contracts had ended. Additionally, teams were bound by the restrictive 3 + 2 rule, which permitted only three foreign players in a squad, along with two others who could qualify if they had resided in the host country for at least five years.² These regulations significantly restricted player mobility within the European Union, limiting the freedom of athletes to move between clubs.

Jean-Marc Bosman was a Belgian professional footballer whose contract with RFC Liège had expired in 1990. Seeking to transfer to the French club USL Dunkerque, Bosman faced an obstacle: although his contract had ended, RFC Liège demanded a transfer fee for his move. Dunkerque refused to pay the fee, and as a result, Bosman was prevented from transferring.

Bosman challenged the legality of these rules, arguing that they violated his right to freedom of movement for workers under Article 45 of the Treaty on the Functioning of the European Union, TFEU, (then Article 48 of the Treaty of Rome). He claimed that

the transfer fee system and the foreign player quotas restricted his ability to work freely within the EU.³

The Court of Justice of the European Union agreed with this line of argumentation and declared that requiring a transfer fee for players whose contracts had expired was an unjustified restriction on the free movement of workers under EU law. Additionally, the CJEU ruled that the foreign player quotas violated EU law since they were discriminatory and infringed upon the principle of equal treatment for EU citizens.

Therefore, the Bosman ruling allowed players to leave a club on a **free transfer** as soon as their contract expired, establishing a precedent for player mobility under EU labour law.⁴ Players nearing the final six months of their contract can now negotiate freely with other clubs without needing their current club's approval. This ruling drove organisations like FIFA to revise its framework and regulations to align with EU labour law, recognising players as workers with the freedom of movement.

While this ruling seems to be a positive change that benefits players, it can be argued that it caused some repercussions on European competitions. Studies have shown that after the Bosman ruling, competitive balance in Europe worsened, as wealthier clubs gained even more leverage in the transfer market.^{5 6} This dynamic accelerated the imbalance in squad strength across leagues and competitions, especially in tournaments like the UEFA Champions League, where the same top-tier clubs have consistently reached the final stages. While the Bosman ruling marked a historic advancement in player rights, it also exposed structural vulnerabilities in European football.

(ii) Bernard Case

In 1997, Olivier Bernard signed a three-year contract as a *'joueur espoir'* with Olympique Lyonnais. The concept of *'joueur espoir'* refers to football players between the ages of 16 and 22 who are employed as trainees by a professional club under a fixed-term contract. Near the end of this contract, the French club proposed to the player

a contract for one additional year. After declining this offer, Bernard signed with the English club, Newcastle United FC. Consequently, Olympique Lyonnais claimed damages corresponding to the offered amount of 1 year salary, stating that Bernard's refusal constituted a unilateral breach of his obligations under the French Professional Football Charter. The latter obliged a *'joueur espoir'* to sign his first professional contract with a club, if the club required him to do so.

The Bernard case therefore addressed the balance between the freedom of movement for workers within the European Union and the need to encourage the training of young athletes. The main question being whether placing an obligation on the trainee to pay compensation to the training club for signing with a foreign club would be considered a restriction on the freedom of movement under Article 45 of the TFEU. In this sense, The Court of Justice of the European Union stated that *"rules such as those at issue in the main proceedings, according to which a 'joueur espoir', at the end of his training period, is required, under pain of being sued for damages, to sign a professional contract with the club which trained him are likely to discourage that player from exercising his right of free movement"*.⁷

The CJEU acknowledged that while the requirement to pay compensation can prevent an athlete from moving freely to another country, it could be justified if it pursued a legitimate aim in the public interest, such as encouraging the training of young players. In this case, the compensation claimed by Olympique Lyonnais should have been equal to the training costs incurred by the club and not based on what the player might earn. The Court ruled that this was disproportionate because the claim was more than what was necessary to achieve the objective of training the player.

The decision underscored the need for balance between protecting player's rights and supporting the development of young talent in professional sports. While clubs are entitled to seek compensation to recuperate training costs when a young player signs elsewhere, such measures must not unreasonably hinder the player's freedom of movement.

(iii) Diarra Case ⁸

More recently, in 2014, French footballer Lassana Diarra terminated his contract with Lokomotiv Moscow. FIFA's Dispute Resolution Chamber later ruled that Diarra had terminated his contract without just cause and imposed a fine of €10.5 million and a worldwide playing ban until the fine was settled. Said ruling effectively barred Diarra from continuing his professional career, as any new club would inherit the financial and disciplinary liabilities.

Therefore, the case raised critical questions about the compatibility of FIFA's transfer and disciplinary regulations with EU laws. The Court of Justice of the European Union found that some FIFA rules constituted a restriction on the free movement of workers within the EU. Similarly, it criticised the way the compensation for breach of contract due by a player to his former club is being calculated, given that the regulations seem to primarily protect the financial interests of the clubs and disproportionately penalise players, thereby discouraging them from exercising their right to terminate a contract, even in circumstances that entail a just cause.⁹

Accordingly, FIFA was expected to revise its regulations to ensure compliance with the ruling, which emphasised the importance of balancing contractual stability with the player's freedom of movement under the EU and the need for more transparent and objective criteria for calculating compensation in case of contract termination.

As previously stated, the Bosman ruling, the Bernard case and the Diarra case are among the most important decisions made within the sphere of sports law. Even though the European sports model is in constant evolution, these cases helped sports, particularly football, adapt in order to create an ecosystem that strives to keep itself legally compliant, economically fair, and functionally effective whilst supporting player mobility.

(iv) FIFA RSTP and the Transfer System

Given that European law challenged the football framework on several occasions, FIFA has had to amend their regulations throughout the years. The amendments modified a variety of matters, but the biggest changes were implemented following the Bosman ruling. In 2001, and after an agreement resulted from negotiations with the European Commission¹⁰, FIFA introduced the new 'Regulations on the Status of Players and Transfers'¹¹ (RSTP) which established transfer windows in summer and winter, a system of training compensation to encourage and reward the training effort of small clubs, financial compensation mechanisms which could be paid if a contract was breached unilaterally by the player or the club, among other things.

Additionally, in 2002, the European Commission¹² and FIFA formalized the **transfer system**, regulating how players under contract can move between clubs. Under this system, players are bound to their contracts unless another club pays a transfer fee, or the player meets a contractual release clause¹³. The purpose of this agreement was to allow transfer fees to help clubs recoup investments made in youth development. Without compensation mechanisms, wealthier clubs could freely poach talent from smaller clubs, discouraging investment in young players. The transfer market then ensures that money flows from financially stronger clubs to smaller ones, balancing revenue distribution. However, this also means that talented players often move in the opposite direction, creating a concentration of elite talent at wealthier clubs.

As of 2010, the Transfer Matching System (TMS) was created. An electronic system designed to monitor international transfers and the movement of a professional player's registration from one association to another¹⁴. By making the transfer process more digital and centralized, TMS plays a crucial role in reducing fraud and disputes related to player movement. It ensures that all transfers comply with FIFA's RSTP.

The TMS checks that both the buying and selling clubs independently input matching information about a transfer. If the data doesn't align, the transfer is flagged or delayed. This requirement increases accuracy and accountability but also means that

errors or incomplete documentation can slow down or block a transfer, limiting player mobility if deadlines are missed¹⁵.

Notably, the creation of a transfer period and a system that oversees them profoundly impacted football and enhanced squad stability, allowing teams to maintain consistent rosters throughout a season and having significant autonomy in shaping their rosters. As well as providing players with more secure and transparent transitions from one club to another. This consistency upholds the integrity of competitions, as clubs face each other with settled squads, reducing the potential for mid-season disruptions.

Nevertheless, recent challenges to the regulations have driven FIFA to further modify some provisions. The Interim Regulatory Framework¹⁶ that revised the RSTP after the Diarra case has amended the criteria for calculating compensation due to breach of contract. FIFA introduced the term ‘damages’ in Article 17.1 RSTP, explicitly referencing the principle of ‘positive interest’ which ensures that compensation aims to restore the injured party to the position they would have been in had the breach not occurred¹⁷. Also, the joint liability clause has been modified as follows: “*Entitlement to compensation cannot be assigned to a third party. A player’s new club shall be held jointly liable to pay compensation if, having regard to the individual facts and circumstances of each case, it can be established that the new club induced the player to breach their contract.*” Previously, new clubs were presumed liable; the interim regulations now require proof of enticement.

All in all, it can be argued that FIFA is taking a step in the right direction with these changes. There is an evidenced intent in ensuring contractual stability and enabling player mobility while maintaining competitive balance.

B. United States Sports Model

Unlike the open market transfer system in European football, player mobility in the U.S. is heavily regulated through league-specific rules, Collective Bargaining Agreements (CBAs), and mechanisms such as drafts, salary caps, and trade systems.

In particular, CBAs play a fundamental role in shaping player mobility, labour rights, and financial structures in U.S. professional sports. As legally binding contracts negotiated between players' unions and league officials, CBAs establish the rules governing free agency, salary caps, contract negotiations, trades, and dispute resolution mechanisms. They serve as a protective framework for athletes, ensuring fair wages, benefits, and working conditions, while also providing teams and league owners with regulatory mechanisms to maintain financial stability and competitive balance.

CBAs are frequently renegotiated every few years, reflecting the evolving interests of both players' associations and league executives. Ultimately, they act as the legal foundation that balances individual player rights with the broader economic interests of sports leagues, ensuring long-term sustainability while maintaining a structured and regulated approach to player mobility.

That being said, CBAs designate a section of the agreement to the regulation of the loans and transfers of players within the league, each CBA having its own particularities.

Given that this paper focuses on analysing the characteristics of football and considering the rapid growth of this sport in the U.S., it is imperative to examine the distinct nature of Major League Soccer (MLS) —as it not only differs from European football but also differs from other popular U.S. sports.

MLS's structure is exceedingly relevant to the framework that affects player mobility in the sport, and a defining moment in its evolution was the *Fraser v. Major League Soccer*¹⁸ case which significantly impacted the degree of control MLS exerts over teams and player movement. Following the Fraser ruling, MLS began gradually decentralizing aspects of team management and player acquisition, though it retained significant control¹⁹. While the ruling did not dismantle MLS's single-entity structure, it forced the league to evolve, giving teams greater autonomy while still maintaining league-wide control over financial and competitive balance.

Today, MLS remains unique among U.S. sports leagues due to its hybrid model, balancing centralized control with team independence in player mobility. Its single-entity structure now essentially means that players first sign a contract with MLS, and

MLS then assigns the available players to each club²⁰ based on specific distribution guidelines that will be subsequently discussed.

The currently enforced CBA²¹ signed between MLS, L.L.C. and MLS CANADA LP (together “MLS”) and the Major League Soccer Players Association (MLSPA) addresses player mobility from different angles. Firstly, the Standard Player Agreement (SPA), defined under Article 18, serves as the foundational contract for MLS players. Unlike in other football leagues around the world —where players contract directly with their teams— in MLS all contracts are signed with the league itself. Secondly, Article 15 focuses on loans and transfers, outlining the conditions under which a player may be transferred or loaned within and outside the league. A fundamental aspect of this article being that MLS retains the main control over all player transfers. Nevertheless, players now have greater say in moving abroad, particularly in situations where their contracts are expiring, or they are not receiving adequate playing time. This aligns MLS more closely with FIFA’s RSTP while still maintaining elements of the league’s single-entity structure.

Similarly, Article 29 establishes the mechanisms governing player movement, including waivers, the re-entry draft, and free agency. Under the CBA’s terms, players aged 24 and older, with at least five years of MLS service are eligible for free agency (although as per Section 29.4(i)(b), starting from 2026, the service period is reduced to four years), which means that once a player meets these criteria, they gain the ability to negotiate with any MLS team.²² However, MLS structure still requires final league approval for all free agency signings. On the other hand, the re-entry draft is a mechanism which applies to players who do not qualify for free agency. It allows players to remain in the league when their contracts have expired or when their contract options have been declined.

Additionally, MLS has gradually began to align with FIFA’s regulations, particularly regarding training compensation. Historically, MLS did not enforce these FIFA mechanisms due to concerns over U.S. labour laws and antitrust regulations, which emphasize free player movement and discourage financial obligations that could limit career opportunities²³. However, in 2019, the league announced that its clubs would begin seeking training compensation and solidarity payments when academy-

developed players sign their first professional contracts with non-MLS teams outside the U.S. and Canada or are transferred internationally for a fee²⁴, which proved to be an incentive for clubs and academies to invest in youth development²⁵. Nevertheless, this change was not well received by the MLSPA as it firmly opposed the implementation of training compensation and solidarity payments within North America, asserting that these mechanisms are detrimental to players²⁶.

Before these modifications, the MLS transfer system seemed to be incompatible with the spirit and purpose of the FIFA Transfer Regulations²⁷. However, substantial differences still affect this system nowadays, which, in turn, affect player mobility within the U.S. sports model and its potential relation with the European sports model. The question remains: will FIFA pressure MLS to more closely adhere to their regulations?

Thus, the United States sports model's environment, concerning the particularity of football within MLS, presents an interesting approach to player mobility. While the current CBA's provisions demonstrate the intent of evolving the framework that governs the sport to better suit the landscape, parties involved in its negotiation are still pushing to achieve more favourable regulations.

The U.S. sports model, especially within MLS, takes a unique approach to player mobility. The single-entity structure and corresponding CBA make MLS different from both European football and other major U.S. sports leagues. While the current CBA shows an effort to modernize and improve the rules around player mobility, some restrictions remain in place to preserve contractual stability. Even with these changes, negotiations between MLS, the MLSPA, and other stakeholders are still pushing for more favourable regulations, particularly in areas like free agency, transfer rules, and salary flexibility. The challenge lies in finding the right balance between player autonomy and contractual commitments, as the league seeks to protect club investments and maintain financial sustainability while players advocate for greater freedom to negotiate and move between teams.

C. Key Differences Between Models

The legal frameworks governing professional sports in Europe and the United States differ significantly, shaping player mobility and contractual stability in distinct ways. While European football operates under an open-market system —where clubs negotiate contracts and transfers independently— in the U.S., MLS functions within a highly regulated, closed-league system designed to maintain financial parity and stability. These contrasting models, within the football sport, impact not only player mobility but also how contracts are structured, transfers are negotiated, and financial regulations are enforced. This section will address the principal differences that influence player mobility in both sports models.

(i) League Structure

The structure of professional sports leagues varies considerably between Europe and the United States, shaping the way teams compete, operate, and approach player mobility. The main distinction amid these sports models is the way they structure professional leagues. In European football, leagues operate on an **open-league system** that incorporates promotion and relegation²⁸. This mechanism allows teams to ascend to higher divisions or descend to lower ones based on their performance each season. Consequently, even small clubs have the opportunity to rise through the ranks, while underperforming teams face the risk of relegation.

In contrast, U.S. sports leagues function under a **closed-league system**. In this model, a fixed number of franchises (teams) hold permanent membership, with no threat of relegation regardless of their performance. While this system ensures that all franchises remain viable and competitive, it limits the entry of new teams based on sporting merit, often requiring expansion fees or other financial commitments for new franchises to join the league.

(ii) Transfer Mechanisms

The European model therefore operates under an **open-transfer market system** that encourages player movement between clubs, both within and across leagues, which is why European clubs are highly active in the international transfer market. Since there are no restrictions on player entry, clubs are free to negotiate directly with players and other clubs, creating a fluid transfer market governed by FIFA's RSTP. Players with expiring contracts can sign with any club of their choice without restrictions (as per the Bosman ruling) and can negotiate salaries based on **market demand**. Player can also move freely between clubs in different tiers, meaning that talented players in lower divisions have the opportunity to be signed by top-league teams²⁹.

On the other hand, the U.S model operates under a **draft system**, where player entry is controlled through mechanisms like the SuperDraft in MLS. MLS requires most domestic players to enter through the SuperDraft, where teams select talent based on a reverse-order system³⁰. This means that players have less control over where they start their professional careers, as opposed to being able to negotiate with multiple clubs. Additionally, MLS teams trade players using assets like 'General Allocation Money' (GAM), a specific pool of money that is assigned each season that a Team may use to sign players and/or allocate to players to reduce the corresponding salary budget charge to its salary budget.³¹

(iii) Financial Regulations

In the European model, financial regulations are primarily enforced by governing bodies such as FIFA and UEFA to promote fair competition and financial stability among clubs. One of the key regulatory frameworks is UEFA's Financial Fair Play Regulations (FFP), now replaced by the **Financial Sustainability Regulations (FSR)**³². The FSR maintains the "break-even" rule that aims to prevent clubs from spending beyond their capacity by ensuring they balance their expenses with revenues but incorporates more stringent cost control measures with the new rule limiting spending on player and coach wages, transfers and agent fees to 70% of club revenue³³. This

forces clubs to operate within their financial capabilities, which can foster greater efficiency in resource use and reduce operating costs, thereby improving profit margins and profitability³⁴.

Even then, the European model cannot be classified under a salary cap system. While new frameworks have been introduced to regulate the financial structure of clubs, these measures do not impose strict salary ceilings. Instead, they focus on ensuring that clubs do not spend beyond their means, linking expenditures to revenues rather than setting an absolute cap on wages. However, this approach often allows the most financially dominant clubs to benefit from unrestricted spending power, which enables them to attract and retain the best players, negotiate higher salaries, and outbid smaller clubs in the transfer market.

By contrast, MLS operates under a ‘Roster & Budget Guideline’, as per article 23 of the MLS Collective Bargaining Agreement³⁵, which could be compared to a **salary cap system** since it limits the total amount a club can spend on player salaries (Salary Budget Charge). Nonetheless, the 2025 Roster Rule changes have introduced the cash-for-player trades, allowing teams to buy and sell players directly using cash rather than relying solely on General Allocation Money (GAM) or other assets such as SuperDraft selections or International Roster Spots.^{36 37} This move brings MLS closer to international transfer norms and could make it easier for teams to acquire talent within the league, rather than losing players to international clubs.

Moreover, the Designated Player rule, introduced in 2007³⁸, continues to allow clubs to acquire up to three players whose total compensation and acquisition costs exceed the maximum Salary Budget Charge, with the club bearing financial responsibility for the amount of compensation above each player's Salary Budget Charge³⁹. On the positive side, the Designated Player rule expands player mobility by enabling clubs to sign players they otherwise could not afford under traditional salary cap rules. On the other side, it can be argued that this rule limits the ability of players outside the rule to negotiate higher salaries or move freely between teams.

All in all, it is intriguing how a degree of this incompatibility between sports models remains to this day. European football and MLS continue to operate under very

different principles, affecting player mobility and club operations in ways that often seem conflicting. This contrast highlights how different priorities continue to shape professional football in unique ways, leaving room for debate on whether an ideal hybrid model could emerge in the future.



III. LIMITS TO PLAYER MOBILITY

While player mobility is a fundamental aspect of professional sports, it is not without limitations. Across different leagues and governing bodies, various restrictions are placed on how, when, and where players can move between teams, be it nationally or internationally. These limits are designed to serve specific legal and competitive purposes, shaping the balance between club interests and player rights; whether they achieve their desired purpose or not is a separate issue.

This section will explore the key limitations that affect player movement, including duration of contracts, transfer regulations and financial limitations. It will examine why football governing bodies impose these restrictions, how they impact players, and discuss the challenges and controversies surrounding these restrictions.

A. Duration

One of the most evident limits set in player mobility is the duration of a contract. A player's contract is the foundation of the professional relationship between a player and a club, and the duration serves as one of the primary limitations to player mobility. While contracts define the terms that govern the relationship, they also legally bind players to a club for a set period.

A fixed-term contract can then be considered to limit player mobility in the sense that the player would not be allowed to freely move or seek better opportunities for the duration of their contract, especially if the agreed-upon term is extensive. Unlike in other industries where employees can resign and move freely, football players cannot simply walk away from their contracts without significant consequences.

Unlike in European football, where contracts are negotiated between a player and a club, MLS operates as a single-entity league, which creates unique limitations on player mobility. MLS contracts can include up to three years of unilateral extension options controlled by the league. These clauses are controversial, and although not

explicitly prohibited by the RSTP, they have been challenged before FIFA's Dispute Resolution Chamber and the Court of Arbitration for Sport⁴⁰.

While some players benefit from the security of long-term contracts, these agreements can also become a burden when career circumstances change. If a player outgrows their club or receives a better offer, they may be unable to move unless their current club agrees. Clubs often resist selling valuable players early on, unless they receive high transfer fees, which can price out potential buyers and leave the player stuck in an unwanted situation.

That being said, the FIFA regulations establish a minimum duration of contract. As per Article 18.2 of the RSTP, the minimum length of a contract shall be from its effective date until the end of the season. Therefore, players are bound to their clubs for at least one season and any movement can potentially bring serious consequences.

B. Transfer Windows

Even considering the duration of a contract, players have the chance to transfer to another club provided the move is completed within certain periods of the year. As per FIFA regulations, players may only register to play for a club during certain specified periods of time, formally known as registration periods, or colloquially as "transfer windows".

FIFA Member Associations (MAs) structure their football calendars using two main models: the dual-year season and the single-year season. In the dual-year season, competitions begin in one year and conclude in the following year (e.g., the 2024–2025 season). In contrast, the single-year season runs entirely within the same calendar year (e.g., the 2024 season)⁴¹. However, they must ensure that each window meets the recently established minimum and maximum duration requirements, as outlined in Article 6 of the RSTP. Outside of these periods, players cannot move between clubs unless they meet special criteria outlined in this provision. Such criteria includes players whose contract has naturally expired or has been mutually terminated before the transfer window closed, female players that are hired to replace another female player

that has taken maternity leave, and players who have unilaterally terminated their contract with just cause or whose contract has been unilaterally terminated without just cause by their club.

In Europe, the primary transfer window takes place during the summer (typically, from June to August), while in the United States, it occurs in the winter (typically, from February to April). This difference reflects the varying approaches that FIFA member associations take when fixing their transfer periods. However, these differences can create challenges, particularly when clubs from leagues with different football calendar models engage in international transfers. When registration periods overlap, the time frame in which both leagues have an open window can vary significantly, potentially complicating the timing and execution of transfers between clubs operating under different systems⁴².

To address these inconsistencies, FIFA now requires all Member Associations to adhere to uniform transfer regulations for both national and international transfers. While national leagues retain control over internal transfers, they can no longer set separate registration periods outside of FIFA's global framework. The transfer windows set in FIFA's Transfer Matching System apply universally.

Given that each country's football calendar and transfer windows are set by their respective MAs, difficulties remain when a player moves from one country to another since both the selling and buying club must have an open transfer window for the deal to go through. Players and clubs must navigate timing issues and administrative delays, both of which can disrupt transfer negotiations.

As the transfer deadline approaches, clubs often find themselves in high-pressure situations, where they must decide whether to finalize a deal quickly or risk missing out on reinforcements. This urgency can lead to clubs overpaying for players, as they become desperate to fill squad gaps and selling clubs take advantage of the buying club's desperation to drive up the price.

In some cases, this benefits player mobility, as clubs become more willing to pay premium prices to secure a signing they might have hesitated on earlier in the window.

Players who might have been considered too expensive weeks before can suddenly find a pathway to move, simply because the buying club has no alternative options left.

However, this last-minute scramble can also backfire, as deals that are rushed often face complications with paperwork, contract negotiations, or regulatory approvals. If a transfer is not completed before the deadline, the player is left in limbo, unable to join their new club and stuck with their current team. This situation can be particularly frustrating for players who wanted a transfer due to lack of playing time or a difficult relationship with their current club, as they are forced to stay in an environment they were trying to leave.

Consequently, this urgency can work for or against player mobility, depending on the demand for transfers. The pressure of transfer deadlines shows how transfer windows, rather than enabling smooth player movement, can sometimes be a restriction. While they encourage clubs to finalize deals in an organized timeframe, they also force rushed decisions that can easily go wrong. Players caught in these situations often have little control over their fate, leading to scenarios where their mobility is dictated not by their ability or performance, but by deadlines and administrative efficiency.

C. Financial Limitations

Along with the intricacies of transfer windows, there are financial limitations that further complicate player movement. While there are several restrictions that affect player mobility from the financial point of view, this section will focus on the ones that currently impact the industry the most.

(i) Transfer Fees

The most common financial restriction on player movement is the transfer fee system, where clubs must pay a fee in order to acquire a player who is still under contract with another club. This transfer fee serves as compensation given by the new club of a player to his previous club for losing a contracted player before the contract's

natural expiration⁴³. In essence, training compensation refers to the compensation which a new club of a player pays, or commits to pay to a player's former club, in exchange for the former club's acceptance to release the player from a binding contractual relationship.

While this system allows clubs to profit from player sales, it also creates significant barriers to player mobility, as high transfer fees can prevent players from moving freely, even if they wish to do so.

Players under contract cannot transfer freely unless the selling club agrees to a deal. If a club places an excessively high price tag on a player, it can effectively block a transfer, even if the player wants to leave. As transfer fees continue to rise, mobility is increasingly limited to wealthier clubs. This creates a hierarchical market, where smaller clubs cannot realistically compete for top players, reinforcing dominance by elite teams. Accordingly, a young player performing well at a mid-table club may attract interest from bigger teams, but if their club sets an unrealistic transfer fee, they may be forced to stay longer than they want, potentially delaying their career progression.

The transfer fee system benefits clubs by allowing them to profit from player sales, but it often limits player freedom and strengthens financial disparities in football. FIFA has attempted to introduce reforms, but transfer fees remain a major factor shaping player mobility. Ultimately, transfer fees are a double-edged sword, since they allow clubs to build financial stability, but they also restrict players from controlling their own careers, particularly when clubs demand unrealistic prices or refuse to negotiate.

On the other hand, in MLS, transfer fees are closely tied to the league's strict financial regulations.⁴⁴ Each team is granted a salary budget for the season, which they administer and use every time they player is signed.⁴⁵ This results in a system where players are not always free to move based on merit or opportunity alone. It can limit opportunities for players, especially when the league's budget rules or contract structure prevent them from signing with other MLS clubs or moving abroad easily. So, while the system supports financial stability, it often makes player movement slower and more complicated.

(ii) Buy-out Clauses

Football contracts often include buy-out clauses, which provide that “*parties, while entering into a contract, may agree that at a certain (or at any) moment one of the parties (normally, the player) may terminate the contract, by simple notice and by paying a stipulated amount. In other words, one of the parties (ordinarily, the club) accepts in advance that the contract may be terminated: as a result, when the contract is effectively terminated, such termination can be deemed to be based on the parties’ (prior) consent*”⁴⁶. This mechanism is widely used in European football, particularly in Spain, where La Liga regulations mandate that every professional contract includes a buy-out clause. It can be argued that the inclusion of a buy-out clause facilitates a breach rather than the performance of a contract⁴⁷.

Although buyout clauses are intended to provide a clear exit route for players, in reality, they often act as a barrier to player movement. Clubs often set buyout clauses far above a player’s actual market value, making it almost impossible for another club to trigger the clause. In many cases, these high valuations make negotiated transfers the only realistic option, giving the selling club more power in negotiations.

(iii) Training Compensation

Training compensation is a mechanism established by FIFA to reward clubs that have invested in the development of young players. As per article 20 and Annexe 4 of the FIFA RSTP, this system mandates that when a player signs their first professional contract or transfers before the end of the season of their 23rd birthday, the new club must compensate the clubs that contributed to the player's training up to the age of 21⁴⁸.

By providing financial returns, clubs are incentivized to invest in nurturing young talent, knowing they may receive compensation when these players turn professional⁴⁹. This system also promotes competitive balance by supporting clubs that might not have the financial power to retain their young talents but contribute significantly to their development⁵⁰.

Nevertheless, what is originally intended as a reward could occasionally be perceived as a financial burden. Smaller clubs could be deterred from signing young talent because of the additional cost that their transfer may generate. Moreover, training compensation is often a source of legal disputes between clubs, leading to delays in player transfers. Disagreements over the amount of compensation due arise constantly, especially when multiple clubs have contributed to a player's training or when domestic laws differ from FIFA regulations, making it difficult to enforce payment obligations⁵¹.

Most recently, training compensation has been implemented in MLS, with the MLS Players' Association strongly opposing to the concept and referring to it as a "tax"⁵². The MLSPA voiced their concerns repeatedly regarding the possibility of training compensation inhibiting player choice by limiting opportunities to play internationally.⁵³

Despite its open-market appeal, European football faces increasing concerns about wealth concentration and financial inequality. The gap between elite clubs and smaller teams continues to widen.

The football transfer system can be regarded as a key mechanism for regulating player movement, but its restrictive nature has raised significant concerns⁵⁴. Under the current system, players are bound to their contracts unless a rival club or the player himself pays a release clause, which is often set far above the actual economic value of the remaining contract period. This creates a major barrier to player mobility, as it essentially prevents many players from freely moving to new clubs unless they are either out of contract or playing for a financially weaker team willing to accept a reasonable transfer fee. While the system is justified by its role in rewarding clubs for player development and redistributing financial resources, it should be questioned whether these objectives truly promote competitive balance⁵⁵.

Some scholars argue that FIFA's regulatory approach creates vertical constraints, which effectively maintain the dominance of top-tier clubs while restricting competition from lower-tier teams. The transfer system, therefore, does not function solely as a player mobility and compensation mechanism but also as a tool that can indirectly reinforce the financial and competitive advantages of wealthier clubs⁵⁶. Nevertheless,

other intellectuals found that the movement of football players improves the performance of the national team for countries with lower-quality clubs⁵⁷.

When considering all the limits that can be imposed upon player mobility, we must question the rationale behind these limitations and whether they justify the restriction of such an important part of the football ecosystem.



IV. HYBRID MODEL OPPORTUNITIES

After examining the contrasting structures of the European and U.S. football systems, one clear conclusion emerges: both models impose limitations on player mobility, albeit in different ways and for different reasons. Europe's model emphasizes contractual obligations and financial compensation mechanisms like transfer fees and training compensation, which safeguard club investments but often restrict player freedom. On the other hand, MLS's single-entity structure aims to promote parity and financial sustainability among teams, but in doing so, it centralizes control and limits both player autonomy and club discretion.

Given that both European and U.S. football have strengths and weaknesses, and neither system is perfect, the future of football governance may involve a blend of both models, incorporating financial sustainability with greater player freedom, ensuring that leagues remain competitive, fair, and attractive to players worldwide. Such a model would not aim to simply blend the two systems automatically, but rather to rethink the principles behind them, identifying regulatory tools and governance mechanisms that simultaneously protect the interests of clubs and empower players.

In a hybrid framework, player mobility could be enhanced by refining mechanisms like free agency, transfer windows, and financial control methods allowing players more opportunities to move under fair and transparent conditions. For instance, elements of the MLS's structured system, like caps on transfer fees or guaranteed compensation for losing clubs, could be introduced to European football to encourage mobility while maintaining financial safeguards. Conversely, European-style freedom of movement, especially after contract expiration, could be more robustly integrated into MLS rules to give players greater agency without destabilizing team planning.

Ultimately, a hybrid model could function as a middle ground, offering greater flexibility, fairness, and balance between the rights of players to pursue their careers and the legitimate interests of clubs in protecting their contractual investments and achieving sporting objectives. It would recognize that football is more than what it appears to be. To clubs, not only a business, but a carefully built project, requiring planning, resources,

and long-term vision that provides a source of identity. To players, not only a sport, but a career path shaped by timing, opportunity, and personal growth—all of which depend on a system that can adapt to evolving player needs without undermining the structural integrity of the sport’s legal regulatory model.

What makes this idea of a hybrid model so appealing is that it reflects the reality of football today—a sport that is more global, more commercial, and more fast-paced than ever. The current models, both in Europe and in the U.S., were created to solve problems of their time. But times have changed, and it may be time for a model that evolves with the modern game.

Needless to say, the implementation of a hybrid system, although an optimistic idea, would not be an easy task. The consequences of combining two fundamentally different models may be met with resistance from stakeholders on both sides. In fact, as previously mentioned, the MLS Players Association has voiced strong opposition to the incorporation of training compensation into the U.S. framework, viewing it as a constraint on international opportunities for American players. Similarly, many European clubs have expressed dissatisfaction with UEFA’s financial regulations, particularly when it comes to limitations on transfer spending and squad cost controls. Both of these situations reflect attempts to introduce elements of one model into the other, and the tension that arises when doing so.

A. Possible Challenges

While the idea of a hybrid model presents an appealing vision for achieving a more balanced approach to player mobility, its implementation would face significant challenges, particularly in the legal aspect. The legal frameworks supporting both systems are rooted in different legal traditions and regulatory notions, making any integration or harmonization very complex. In Europe, player mobility is heavily influenced by European Union law, particularly freedom of movement for workers. This foundational legal principle restricts the ability of regulators or leagues to impose limitations such as entry drafts, salary caps, or restricted free agency—all key features of the U.S. model. Introducing such mechanisms into European football would likely

face legal challenges before European courts, on the grounds that they infringe upon employment rights.

Likewise, EU competition law could pose a difficulty when attempting implementation of features of the U.S. model, as demonstrated in the European Super League case⁵⁸. This case highlights how any reform or restructuring of football governance must comply with EU competition principles⁵⁹, which prioritize market access and fair competition. Any hybrid model introducing centralized control mechanisms or movement restrictions would likely face similar scrutiny.

Furthermore, any effort to implement a hybrid model in the U.S. would also raise legal conflicts, particularly regarding antitrust law. The MLS's single-entity structure has historically shielded it from certain antitrust challenges, but any shift toward a more European-style system would risk triggering litigation under U.S. competition law. Thus, introducing European-style compensation systems or transfer rules could provoke legal opposition from players, agents, and even federal regulators.

Beyond the legal challenges, cultural resistance must also be acknowledged. Football in Europe and the U.S. has evolved under very different institutional and societal norms. In Europe, football holds a deeply rooted cultural and social significance that extends far beyond the pitch. Clubs are often seen as symbols of local identity and pride, with histories that span over a century and fanbases that are deeply intertwined into community life⁶⁰. In contrast, the U.S. approach to sports is shaped by a franchise model, where teams are viewed as assets within a larger commercial league, prioritizing financial parity, media rights, and brand expansion. Attempting to blend these two ideologies would require a deep shift in mindset among club owners, players and fans.

Navigating the complex landscape of professional football regulations requires a careful balance between evolving ideas and lasting principles. As the sport continues to grow and globalize, its regulatory structures must not only adapt to new realities but also preserve the foundational elements that ensure consistency and order. In this context, certain concepts remain central to the way football operates and therefore deserve closer examination.

V. CONTRACTUAL STABILITY

Having explored the various limits to player mobility, it becomes clear that player movement is heavily influenced by legal and regulatory frameworks designed to maintain stability in football. At the heart of these regulations lies the principle of contractual stability, which seeks to balance the interests of players, clubs, and governing bodies by ensuring that contracts are respected and upheld.

FIFA has recognised that the stability in employment relationships between football players and their clubs plays a more significant role in professional football, compared to other employment relationships⁶¹. Consequently, FIFA has addressed the importance of this principle in their regulations. In fact, there is an entire chapter dedicated to the maintenance of contractual stability between professionals and clubs. One key consequence of this feature is that, as a principle, football players and clubs must enter into fixed-term contracts, which cannot —unlike in many other employment relationships— be unilaterally. In that sense, Article 13 of the RSTP states that “*a contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement*”⁶².

This particularity of football contracts is supported by the widely recognised legal principle of *pacta sunt servanda*, which in essence means that agreements must be respected by the parties in good faith. Therefore, FIFA imposes consequences in case of failure to respect this principle, with the purpose of discouraging both players and clubs from breaching their contract without just cause⁶³.

This raises the question: Why is contractual stability given such importance in professional football? To understand this, we must consider the perspectives of both parties involved in a football contract —the player and the club. While a player may seek greater flexibility to explore better career opportunities, a club’s priority is often financial security and long-term squad planning. These differing interests create a delicate balance. Where contractual stability is essential for clubs to protect their

investments, players may feel constrained by the limitations imposed on their ability to move freely.

Although football contracts have the particular requirement of fixed terms, this serves several key purposes. Firstly, it ensures that clubs can plan their squads effectively, knowing they have secured a player's services for a set period. This stability allows teams to build long-term strategies, manage their financial commitments, and avoid sudden disruptions caused by frequent player departures. On the player's side, a fixed-term contract provides job security, guaranteeing their salary and working conditions for the agreed-upon duration.

Without fixed-term contracts, the transfer system would be chaotic, with players able to leave at any time, forcing clubs to scramble for replacements and making squad planning nearly impossible. Unlike in traditional employment settings, where an employee can typically resign with notice, football contracts bind players to their club until the contract expires or a transfer agreement is reached. This system prevents unilateral contract terminations, which could otherwise lead to instability and unpredictability in squad composition⁶⁴. Of course, some exceptions to this have been established, including outstanding salaries, the abusive conduct of a party, among others.

FIFA has set a minimum contract length of one season, meaning clubs cannot sign players for short-term agreements that would disrupt team dynamics. This rule protects clubs from losing players too frequently, ensuring they have a stable workforce throughout a season, but also aims to protect players from being tied to a club for a prolonged period of time under unfavourable conditions long after their market value or personal ambitions have evolved.

Subsequently, FIFA's regulations establish specific timeframes to ensure that transfers occur in an organized and structured manner, rather than disrupting competitions at any point during the season. Transfer windows serve as a necessary mechanism to balance player mobility with contractual obligations, preventing uncontrolled player movement that could undermine the stability of both clubs and leagues.

While a transfer window can be deemed to restrict player mobility, it has been recognised by the CJEU⁶⁵ and the Court of Arbitration for Sport⁶⁶ (CAS) that the obstacle to the freedom of movement of workers created by registration periods pursues legitimate interests while requiring strict compliance in order to avoid unequal treatment, and can thus be justified.

By restricting transfers to specific periods, FIFA ensures that once the competition period begins, clubs are not constantly losing or acquiring players, preserving the integrity of competitive balance.

Additionally, clubs make long-term financial commitments when signing players, investing in wages, bonuses, and development. In the end, for a club, players are an asset.⁶⁷ Transfer windows protect these investments by ensuring that clubs have control over their squads for a set period, rather than facing constant risk of losing players unexpectedly.

If players could leave at any time, clubs would struggle to plan financially and competitively, as they would be forced into reactive signings rather than strategic squad-building. Transfer windows allow clubs to carefully assess their needs and ensure that player movement occurs within structured and financially planned periods.

Another way in which player mobility restrictions reinforce contractual stability is by reducing the likelihood of contract breaches for both clubs and players⁶⁸. If players were allowed to leave at any time, it would not only encourage contract disputes but also create uncertainty and instability in player careers. Fixed-term contracts and transfer windows protect players as well, ensuring they receive guaranteed wages, benefits, and legal protections throughout the contract period. Without such restrictions, clubs could easily terminate contracts or pressure players into unfavourable transfers, leaving them without income or job security. By enforcing stability in player mobility, both parties benefit.

Regarding the abovementioned financial limitations, these mechanisms exist to ensure that clubs are fairly compensated when losing a player before their contract expires and to protect the financial sustainability of youth development systems. Without transfer fees and training compensation, clubs would have no incentive to

invest in player development, and contractual agreements would be easily undermined by wealthier teams poaching talent without any consequence.

Transfer fees exist because clubs invest in players, whether through training, wages, or tactical development, and allowing players to leave freely before their contracts expire would financially harm the selling club. Under FIFA regulations, when a player under contract transfers to another club, the buying club must compensate the selling club unless the contract has expired, or a specific release clause has been triggered.

This system ensures that contracts are legally binding, preventing a scenario where players breach contracts at will to move to a more attractive club⁶⁹. Without transfer fees, contractual agreements would become meaningless, as players could be easily tempted to breach them without any financial consequences for the buying club.

Training compensation is also an essential financial limitation linked to contractual stability as it ensures that investment in young players is not financially damaging. Without it, smaller clubs that rely on developing and selling players would struggle to survive, creating a system where only financially dominant clubs thrive. Correspondingly, clubs would be less likely to invest in long-term contracts, fearing that players would leave without compensation.

Contractual stability ensures that football remains structured, financially sustainable, and fair. While transfer fees and training compensation may sometimes limit player mobility, they are crucial for protecting clubs' financial interests and maintaining the integrity of contracts.

Football is a more than a sport, a global industry, with thousands of transfers occurring across multiple leagues. Without limitations to player mobility, the market would be in chaos, as clubs would constantly be negotiating deals with no clear structure. FIFA's regulations establish harmonized transfer periods, making transactions more predictable and allowing leagues to function in a more organized and professional manner.

The enforcement of the principle of contractual stability justifies not only the existence of transfer fees and training compensation but also fixed-term contracts and

transfer windows as essential mechanisms that protect the interests of both clubs and players.

For clubs, these regulations safeguard financial investments in player development, ensuring that they are fairly compensated when a player transfers before their contract expires. Transfer fees prevent clubs from losing valuable players without compensation, while training compensation rewards academies and smaller clubs for their role in nurturing young talent. Additionally, fixed contract durations allow clubs to build long-term squad strategies, preventing constant disruptions that could negatively impact team performance.

For players, contractual stability provides financial and professional security, ensuring that they receive guaranteed salaries, benefits, and legal protections for the duration of their contract. Without these protections, clubs could easily terminate contracts, leaving players vulnerable to instability and financial uncertainty. Transfer windows further contribute to this stability by ensuring that player movement occurs within structured periods, preventing chaotic mid-season disruptions that could force players into rushed or unfavourable transfers.

By enforcing these regulations, FIFA attempts to provide a universal guideline on how to deal with contractual stability and player mobility⁷⁰. It looks for a balance between protecting club investments and ensuring that players can develop their careers in a structured environment.

Whereas legal framework and regulations limit player mobility, these restrictions ultimately serve a greater purpose: protecting the long-term structure of the game and ensuring that player movement occurs in an orderly and predictable manner rather than disrupting competitive balance.

VI. CONCLUSION

It has been demonstrated that the European and U.S. models represent two distinct regulatory notions. The European framework, grounded in EU law and FIFA regulations, embraces an open market model that emphasizes player autonomy but remains dependent on mechanisms like transfer fees and training compensation to protect club interests. Conversely, the U.S. approach, particularly in Major League Soccer, relies on a centralized and collectively bargained system that prioritizes parity and financial control, often at the expense of player freedom.

Through comparative legal analysis, it becomes clear that neither model offers a complete solution. The European system struggles with growing financial inequality and the legal complexity of upholding compensation systems, while the MLS model imposes rigid institutional controls that can obstruct fair and timely player movement. Nonetheless, both models aim to uphold the principles of fairness, competition, and contractual stability.

There is an undeniable need for the regulatory and legal frameworks in football to evolve, especially as football becomes increasingly globalised, commercialised, and legally complex. New challenges, whether related to player rights, financial fairness, or competitive balance, require thoughtful and timely responses to maintain the integrity and sustainability of the game. However, it is equally important to recognise that constant regulatory change is neither practical nor desirable. Football's legal framework must find a balance between adaptability and stability.

Amendments cannot, and should not, be undertaken as a response to every problem that arises. Frequent changes risk creating uncertainty, undermining the very stability these frameworks aim to protect. Instead, reform efforts should be measured, evidence-based, and strategically implemented, ensuring that the system evolves in a way that is sustainable and beneficial for all stakeholders involved.

This thesis proposes that the future of football governance could benefit from a carefully constructed hybrid model that respects the interests of all the stakeholders involved. Such a model would not aim to merge the existing systems but rather to integrate their most effective features. While challenges remain, this research underscores the importance of fundamental legal principles in view of the possibility of a new sports model.



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