

Impact of Instability in the Middle East on Professional Player and Coach

Contracts

The current political and military instability in several Middle Eastern jurisdictions has the potential to produce significant legal effects on sports employment contracts entered into by players and coaches. In particular, the deterioration of security conditions, the possible suspension of competitions, restrictions on air or land travel, military mobilisations and limitations imposed by public authorities may directly affect the possibility of regular performance of contractual obligations.

From a legal point of view, the first question that arises is whether the event qualifies as force majeure or as a cause of supervening objective impossibility of performance.

However, the analysis is not automatic. The invocation of force majeure requires concrete evidence that performance has become impossible or excessively burdensome in legally relevant terms. The mere existence of political instability, considered in isolation, may not be sufficient, and the analysis must focus on the intensity and concrete effects of the conflict on the performance of the contract. The assessment must therefore be factual and individualised.

The analysis of this matter is particularly relevant in light of recent international arbitration case law, in particular the ruling of the Court of Arbitration for Sport (CAS) in case CAS 2024/A/10607 - Al-Hilal Club v. Lamin Jarjou & Grenoble Foot 38¹.

In this case, the arbitral tribunal recognised that the outbreak of civil war in Sudan constituted a force majeure event capable of justifying termination of the contract for just cause, applying Article 14 of the FIFA Regulations on the Status and Transfer of Players (hereinafter RSTP).

Decision-making reasoning took on particular importance for understanding international sports law, insofar as the court did not limit itself to recognising the existence of armed conflict, but analysed the concrete effects of the war on the performance of the contract.

¹ Available for consultation at: https://www.tas-cas.org/generated/assets/lists/feb900ba-1137-4b78-a9ff-d68af7869087/CAS_10607_-_Final_Award_for_publication.pdf



The decisive factor was the verification of a radical change in the objective circumstances of the employment relationship, reflected in the suspension of national competitions and the structural disorganisation of the sporting environment in which the athlete was involved.
(emphasis added)

CAS case law and Swiss law reaffirm that the classification of force majeure in the context of professional football depends on the combination of four essential requirements: **(i)** the external nature of the event in relation to the parties, **(ii)** the unpredictability at the time of conclusion of the contract, **(iii)** the inevitability of the event, and **(iv)** the creation of an objective impossibility of fulfilling the contractual obligation. The mere existence of political instability or military tension is not sufficient in itself; it is necessary to demonstrate that the conflict had direct and serious effects on the agreed professional activity.

In the case of players, the specific framework of the RSTP applies. These regulations are based on the principle of contractual stability, but allow for exceptions when there is just cause or when extraordinary circumstances substantially affect the performance of the contract.

Recent experience has shown that, in the face of high-intensity armed conflicts, FIFA may adopt transitional and exceptional measures, namely by relaxing registration rules and allowing temporary contract suspensions. Although such measures always depend on a formal decision by the competent body, the regulatory precedent shows that the international system is not indifferent to situations of war.

In the case of coaches, the regime is predominantly contractual and determined by the law applicable to the contract. The legal protection of coaches is more dependent on the applicable contract law and the competent legal system, and does not, as a rule, benefit from an international regime of contractual stability as structured as that provided for professional players. Nevertheless, general principles such as the objective impossibility of performance, abnormal change in circumstances or breach of the employer's duty of care may serve as grounds for termination of the contract.

A key aspect concerns the duty of care. The employing club is generally obliged to ensure minimum conditions of physical integrity and protection for its employees. If continuing the



activity involves exposure to serious, grave and objectively verifiable risk, this may constitute a breach of contract that could justify termination for just cause. This assessment must take into account factors such as geographical proximity to conflict zones, official risk warnings issued by international authorities, suspension of commercial flights or closure of critical infrastructure.

It is also important to consider the international public plan. The right to life and physical integrity is a relevant interpretative parameter and may reinforce the legitimacy of a decision to leave the territory when there is a real risk. Coordinated action with diplomatic authorities and consulates is particularly important in evacuation or repatriation scenarios.

From a strategic point of view, the most legally robust solution tends to be, whenever possible, the negotiation of a contractual suspension or termination by mutual agreement, mitigating the risk of subsequent litigation before arbitration or disciplinary bodies.

However, the legal framework may take on substantially different contours if the armed conflict reaches a particularly pressing degree of intensity, generalisation and duration, with a systemic and cross-cutting impact on competitions and the very organisational structure of football in the country concerned. In such scenarios of serious and prolonged crisis, the regulatory response may no longer be based solely on a case-by-case analysis of force majeure or individual just cause, but may instead depend on exceptional regulatory measures adopted by the competent bodies of FIFA, which are temporary in nature and have general scope.

In fact, following the invasion of Ukraine in 2022, FIFA issued Circular No. 1787 of 9 March 2022 and Circular No. 1788 of 24 March 2022, creating an autonomous and transitional regime applicable to players and coaches affected by the conflict. These circulars allowed, in particular, for the temporary unilateral suspension of employment contracts with clubs affiliated with the Ukrainian and Russian federations, as well as the exceptional registration of these professionals with other clubs outside the regulatory transfer periods.

This precedent shows that, in the face of armed conflicts of high intensity and international repercussions, FIFA may temporarily set aside the ordinary regime of contractual stability provided for in the RSTP, establishing specific regulatory solutions that make it possible, in



practice, to terminate or suspend contracts without liability for compensation in the usual manner.

In summary, the legal possibility for players and coaches to leave the country where they work depends on a combination of contractual, regulatory and factual factors. There is no uniform solution. The legitimacy of departure and possible contract termination will always require demonstration of serious risk or effective impossibility of compliance, as well as strict observance of the applicable formal mechanisms. The approach must be prudent, technical and strategically oriented to simultaneously preserve the personal safety and legal stability of the professional.

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