



The validity of a unilateral extension clause in favour of the football club

Felipe Amaral Pestana · Lawyer - Confederação Brasileira de Futebol (CBF)

1. Introduction

The use of a unilateral extension clause in a player's contract in favour of the club is not an uncommon practice in the **world of football**. A player, when signing an employment agreement for a certain period of time, might grant the club the exclusive right to extend their relationship based on the latter's sole discretion. The lack of regulation on the matter at an international level^[1], highlighted by the silence of the FIFA RSTP^[2] on that regard, has given the judicial bodies in football, mainly the FIFA DRC^[3] and the CAS^[4], the duty to investigate the subject and develop a certain path to be taken so such option clauses can be deemed valid and binding.

The purpose of this research is to identify such path. In the first chapter, the so-called Portmann Criteria will be analysed. In the second chapter, the relevant CAS jurisprudence on the matter will be scrutinized in the form of three important cases for the development of the subject: Bueno-Rodriguez, Kyrgiakos and Maxi Lopez. Finally, the third chapter will be dedicated to establish the crucial elements of validity of such option clauses, as well as proposing additional alternatives to be included in t ...