

SVB REGULATIONS ON THE STATUS AND TRANSFER OF PLAYERS

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Section 1: General provisions

Definitions

SVB: Surinaamse Voetbal Bond (Suriname Football Association).

Board: the board of the Surinaamse Voetbal bond.

FIB: First instance Club Licensing decision-making body or First Instance Body (FIB) Body of the SVB that takes decisions in the context of the SVB Club licensing system

SML: Suriname Major League (men's professional football league)

SVB First Division: SVB men's amateur league

FIFA RSTP: FIFA Regulations on the Status and Transfer of Players

SVB RSTP: SVB Regulations on the Status and Transfer of Players

DTMS: Domestic Transfer Matching System: a web-based database with the primary objective of simplifying the process of player transfers within the **Surinaamse Voetbal Bond** and improving the transparency and information flows in relation to these transfers.

DTMS manager: an official appointed by a club who has been trained by the SVB.

International transfer certificate: a declaration of no objection for an international transfer issued by the board or a foreign association affiliated with FIFA

ITMS: International Transfer Matching System: a web-based database whose primary objective is to simplify the process of international transfers of contract players and to improve transparency and information flows in relation to these transfers.

National transfer certificate: a statement of no objection issued by the board for a transfer of a player within the Surinaamse Voetbal Bond.

International transfer: the movement of the registration of a player at an association from one club to another within the same association.

New club: the club which a player wishes to join by means of a transfer.

Third party: a party other than the player being transferred, the two clubs transferring

the player from one to the other or any previous club, with which the player has been registered.

FIFA ID: the worldwide unique identifier given by FIFA Connect ID Service to each club, association, player and football agent.

Departing club: the club that a player wishes to leave by means of a transfer.

Purely amateur club: a club with no legal, financial or de facto links to a professional club that:

- Is only permitted to register amateur players; or
- Has no registered professional players; or
- Has not registered any professional players in the three years prior to a particular date.

Professional club: a club that is not a purely amateur club.

Article 1- Scope

These regulations lay down national and binding rules concerning the status of players, their eligibility to participate in organized football, and their transfer between clubs within the SVB.

2. The transfer of players between clubs belonging to the either Suriname Major League, the SVB First Division or the local federations is governed by the SVB Transfer Regulations issued by the SVB.

3. The use of an electronic domestic transfer system is mandatory for all national transfers of professional and amateur players (both male and female) within the scope of eleven-a-side football. A national transfer must be entered in the electronic domestic transfer system, each time a player is to be registered with a new club within the SVB. Any registration of a player for a new club without the use of the electronic domestic transfer system will be invalid.

SECTION 2: Status of Players

Article 2 - Status of players

Amateur and professional players

1. Players participating in organized football are either amateurs or professionals. No other status shall be recognized.

2. A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs.

All other players are considered to be amateurs.

Article 3 – Reacquisition of amateur status

1. A player registered as a professional may not re-register as an amateur until at least 30 days after his last match as a professional.

2. No compensation is payable upon reacquisition of amateur status. If a player re-registers as a professional within 30 months of being reinstated as an amateur, his new club shall pay training compensation in accordance with article 20.

Article 4 – Termination of activity

1. Professionals who end their careers upon expiry of their contracts and amateurs who terminate their activity shall remain registered at the SVB of their last club for a period of 30 months.

2. This period begins on the day the player made his last appearance for the club in an official match.

SECTION 3: Registration of players

Article 5 – Registration

1. The SVB must have an electronic player registration system, which must assign each player a FIFA ID when the player is first registered. A player must be registered at SVB to play for a club as either a professional or an amateur in accordance with the provisions of article 2.

With the exception of players participating in friendly matches during a trial, only electronically registered players identified with a FIFA ID are eligible to participate in organized football. By the act of registering or accepting to be on trial a player agrees to abide by the statutes and regulations of FIFA, the CONCACAF and the SVB.

2. A player may only be registered with a club for the purpose of playing organized football. As an exception to this rule, a player may have to be registered with a club for mere technical reasons to secure transparency in consecutive individual transactions.

3. A player may only be registered with one club at a time.

4. Players may be registered with a maximum of three clubs during one season. During this period, a player is only eligible to play official matches for two clubs. As an exception to this rule, a player moving between two clubs belonging to associations with overlapping seasons (i.e. start of the season in summer/ autumn as opposed to winter/spring) may be eligible to play in official matches for a third club during the relevant season, provided they have fully complied with their contractual obligations towards their previous clubs, and provided that the provisions relating to registration periods (article 5) and the minimum length of a contract (article 16) are respected. Limitations as per this paragraph do not apply if a player wishes to be registered based on the exception as per article 7 paragraph 3 a).

5. Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a player may not play official matches for more than two clubs

competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of member associations.

6. In relation to the FIFA ID of a player and the integration of their electronic player registration systems, the SVB shall:

a) assign a FIFA ID to all players already registered at the SVB who have not been assigned a FIFA ID at the point in time when the electronic player registration system is integrated with the FIFA Connect ID Service;

b) where a FIFA ID has already been assigned to a player, as indicated by the FIFA Connect ID Service, ensure the same FIFA ID is used to register the player in its electronic player registration system;

c) if the FIFA Connect ID Service determines that a player is, or appears to be, registered in more than one electronic player registration system, resolve the matter within five (5) days of it becoming aware, and update the FIFA Connect ID Service without delay; and

d) provide the relevant personal information about a player to another member associations' electronic player registration systems through the FIFA Connect Interface, when requested for the purpose of registration and the determination of the FIFA ID of the player.

Article 6 – Bridge transfer

1. No club or player shall be involved in a bridge transfer.

2. It shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer.

3. The FIFA Disciplinary Committee, in accordance with the FIFA Disciplinary Code, will impose sanctions on any party subject to the FIFA Statutes and regulations involved in a bridge transfer.

Article 7 – Registration periods

1. Players may only be registered during one of the two annual registration periods fixed by the SVB. The SVB may fix different registration periods for their male and female competitions.

2. The first registration period may begin as early as on the first day after the day on which the competition period of the previous season ended, and at the latest on the first day of the new season. This first registration period shall not be shorter than eight weeks or longer than 12 weeks. The second registration period shall occur in the middle of the season and shall not be shorter than four weeks or longer than eight weeks. The cumulative total of both registration periods may not exceed 16 weeks. The dates of the competition period and the two registration periods for the season shall be entered into TMS at least 12 months before they come into force. All transfers, whether a national transfer or an international transfer, shall only occur within these registration periods, subject to the exceptions in article 7 as per paragraph 3 hereinafter. FIFA shall determine the dates for any association that fails to communicate them on time.

3. The SVB is authorized to exceptionally register players outside a registration period in the following circumstances:

a) A professional who has unilaterally terminated their contract with just cause, or whose contract has been unilaterally terminated without just cause by their club, may be registered outside a registration period.

Upon receipt of the ITC request, the FIFA general secretariat shall expeditiously assess on a prima facie basis whether the unilateral termination occurred with or without just cause and permit or deny the registration accordingly.

Such prima facie assessment is without prejudice to a decision of the Football Tribunal about the consequences of the termination of contract.

b) A professional whose contract has naturally expired or has been mutually terminated prior to the end of the registration period applicable to the engaging club may be registered with the engaging club also after expiry of the respective registration period.

c) A female player may be registered outside a registration period to temporarily replace another female player that has taken maternity leave. The period of the contract of the temporary replacement player shall, unless otherwise mutually agreed, be from the date of registration until the day prior to the start of the first registration period after the return of the female player that has taken maternity leave.

d) A female player may be registered outside a registration period upon completion of her maternity leave (cf. article 18 paragraph 7 and article 18quater) subject to her contractual status.

e) A professional whose contract has expired or been terminated as a result of COVID-19 has the right to be registered outside a registration period, regardless of the date of expiry or termination.

4. Whenever allowing a registration outside a registration period, the SVB shall pay due consideration to the sporting integrity of the relevant competition. Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may define the criterion of sporting integrity in more detail.

5. In cases where the FIFA general secretariat allows a registration outside a registration period based on the exception in paragraph 3 a), any domestic regulatory provision or contractual agreement requiring the consent of the former club to register the player shall be null and void. In cases where a player's employment contract has expired, consent of the former club shall never be required to register the player.

6. With respect to the exceptions in paragraph 3 c) and d), the SVB shall adapt their domestic rules accordingly. However, priority shall be given to ensuring that a female player that has returned from maternity leave is eligible to participate in domestic competitions, as well as the sporting integrity of the relevant competition.

7. Players may only be registered, subject to the exceptions provided for in article 7 paragraph 3, upon submission through the electronic player registration system of a valid application from the club to the relevant association during a registration period.

8. The provisions concerning registration periods do not apply to competitions in which only amateurs participate. The relevant association shall specify the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition.

Article 8 – Player passport

1. For entitlements related to training rewards that are not governed by the FIFA Clearing House Regulations, existing obligations related to player passports shall remain unchanged, i.e. the registering association is obliged to provide the club with which the player is registered with a player passport containing the relevant details of the player. The player passport shall indicate the club(s) with which the player has been registered since the calendar year of their 12th birthday.

2. For entitlements related to training rewards that are governed by the FIFA Clearing House Regulations, an EPP shall be generated and used as set forth below.

3. The Electronic Player Passport is an electronic document containing consolidated registration information of a player throughout their career, including the relevant member association, their status (amateur or professional), the type of registration (permanent or loan), and the club(s) (including training category) with which they have been registered since the calendar year of their 12th birthday. It shall be generated in circumstances as defined in the FIFA Clearing House Regulations.

4. For the purpose of creating the EPP, the SVB shall ensure that reliable, accurate and complete player registration information is made available electronically to FIFA through the FIFA Connect Interface, whenever requested by FIFA through such interface.

Article 9 – Application for registration

The application for registration of a professional must be submitted together with a copy of the player's contract. The relevant decision-making body has discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to it.

Article 10 – Unregistered players

Any player not registered at the SVB who appears for a club in any official match shall be considered to have played illegitimately. Without prejudice to any measure required to rectify the sporting consequences of such an appearance, sanctions may also be imposed on the player and/or the club. The right to impose such sanctions lies in principle with the SVB or the organizer of the competition concerned.

SECTION 4: Loan of professional players

Article 11 – loan of professionals

Loan of professionals

1. A professional may be loaned for a predetermined period by their club (“former club”) to another club (“new club”) on the basis of a written agreement. The following rules apply to the loan of professionals:

- a) The clubs shall conclude a written agreement defining the terms of the loan (“loan agreement”), in particular, its duration and financial conditions. The professional may also be a party to the loan agreement
- b) The professional and the new club shall sign a contract covering the duration of the loan. This contract shall acknowledge that the professional is on loan.
- c) During the agreed duration of the loan, the contractual obligations between the professional and the former club shall be suspended unless otherwise agreed in writing.
- d) Subject to article 5 paragraph 4, a loan agreement may be concluded for a minimum duration of the time between two registration periods and a maximum duration of one year. The end date shall fall within one of the registration periods of the association of the former club. Any clause referring to a longer duration of the loan shall not be recognized.
- e) A loan agreement may be extended, subject to the above minimum and maximum durations, with the written consent of the professional.
- f) A new club is prohibited from sub-loaning or permanently transferring a professional to a third club.

2. Loan agreements with a duration of more than one year which predate the entering into force of the new loan rules, as contained in the FIFA regulations on the Status and Transfer of Players (1 July 2022) may continue until their contractual expiration. They may be extended only in accordance with article 10 paragraph 1 e).

3. The loan of a professional is subject to the administrative procedures provided in articles 5-9.

4. Where the contract between a professional and the new club has been unilaterally terminated prior to the completion of the duration agreed in the loan agreement:

- a) the professional has the right to return to the former club;
- b) the professional must immediately inform the former club of the premature termination and whether they intend to return to the former club;
- c) if the professional decides to return to the former club, the former club must reintegrate the professional immediately. The contract which was suspended during the loan shall be reinstated from the date of reintegration, and in particular, the former club must remunerate the professional;
- d) rules governing registration at national level must be determined by the association in agreement with domestic football stakeholders.

5. The terms of article 11 paragraph 4 are without prejudice to:

- a) the operation of article 17 relating to termination of the contract between the professional and the new club;
- b) the operation of article 17, should the former club fail to reintegrate the professional immediately; and
- c) the right of the former club to seek compensation resulting from its obligation to reintegrate the professional. The minimum compensation payable shall be the amount the former club must pay the professional between the date of reintegration and the original completion date of the loan agreement.

6. The following limitations apply from 1 July 2024:

- a) a club may have a maximum of six professionals loaned out at any given time during a season;
- b) a club may have a maximum of six professionals loaned in at any given time during a season.

7. The loan of a professional will be exempt from the above limitations if:

- a) the loan occurs before the end of the season of the former club in which the professional turns 21; and

b) the professional is a club-trained player with the former club.

8. The following restrictions apply irrespective of age or club-trained status:

a) a club may have a maximum of three professionals loaned out to a specific club at any given time during a season;

b) a club may have a maximum of three professionals loaned in from a specific club at any given time during a season.

9. The following transition period shall apply for the limitations in article 11 paragraph 6:

a) from 1 July 2022 to 30 June 2023: a maximum of eight professionals for each limitation;

b) from 1 July 2023 to 30 June 2024: a maximum of seven professionals for each limitation.

SECTION 5: Transfers within the Surinaamse Voetbal Bond

Article 12

1. All transfers are requested to the SVB and will only apply for a player registered at their respective club.
2. A request for transfer as referred to in paragraph 1 of this article will be processed by the new club on behalf of the player and, if applicable, the departing club have entered the information requested for a transfer completely and truthfully and confirmed this in the DTMS. This includes in any case, where applicable:
 - a. whether the player wishes to play for the club or wishes to leave the club;
 - b. whether the player wishes to play as a senior amateur player or contract player;
 - c. whether the player is loaned out in the affirmative, the loan period as well as the date of signing the loan agreement;
 - d. if a loan period has ended: - whether a player requests a transfer to the club that loaned him out;
- whether there is an extension of the loan period;
- whether the loaned player will be definitely registered with the club that hired him;
 - e. the name of the departing club and/or the name of the new club;
 - f. whether there is an agreement regarding compensation and/or any conditional reimbursement(s) to compensate for the premature termination of the player contract or to compensate for the loan of the player, including the date of signing the relevant agreement;
 - g. the player's name, nationality(ies) and date of birth;
 - h. whether there is an obligation with regard to a work and/or residence permit provided art.16, par.4 of the FIFA RSTP is respected;
 - i. whether an agent as referred to in the FIFA Football Agent regulations has represented one of the clubs involved in the transfer and/or the player and, if so, the amount of any compensation agreed in this regard;

- j. the commencement and end dates of the player contract between the departing club and the player as well as the commencement and end dates and the date of signing of the player contract between the new club and the player;
 - k. the reason for the termination of the player contract between the departing club and the player;
 - l. the amount of guaranteed income and/or other guaranteed compensation that the player will receive;
 - m. whether there is one or more of the following, possibly conditional compensations, including details about the amount, any payment terms and the beneficiary: - the compensation agreed to compensate for the premature termination of the player contract between the departing football organization and the player;
 - n. the bank details of the club that enters the information into the DTMS;
 - o. confirmation that the club that enters the data has not concluded an agreement that gives any other party the opportunity to exercise influence.
3. The clubs involved in a transfer must enter the information referred to in paragraph 2, where applicable, independently of each other into the DTMS and ensure that this information is consistent with each other.
4. When requesting a transfer, the new club must enter the following documents in the DTMS, where applicable:
- a. a document containing the statement signed by the player that he is requesting a transfer to the new club, if it concerns a transfer from a player who wishes to be registered as an amateur player;
 - b. a copy of the fully signed player contract between the new club and the player;
 - c. a copy of the fully signed agreement regarding the early termination of the player's contract or the loan of the player;
 - d. a copy of a legally valid passport or identity card proving the identity, nationality(ies) and date of birth of the player;
 - e. a document containing the statement issued by the departing club:
 - f. of the reason for the termination and the end date of the player contract between the

departing club and the player; or

g. that the player plays as an amateur player for the departing club;

h. a document containing a statement signed by the player that he plays as an amateur player for the departing club.

5. The board shall grant the transfer, by issuing the national transfer certificate in the DTMS, immediately after:

- the request has been entered completely and truthfully in the DTMS as referred to in paragraph 2 of this article;
- the required documents have been entered into the DTMS as referred to in paragraph 4 of this article; and
- the request complies with the applicable regulatory requirements.

6. When a player registers, a player passport is submitted by the SVB to the new club.

This player's passport contains the following information:

- a. name of the player;
- b. date of birth of the player;
- c. nationality(ies) of the player;
- d. clubs where the player has been registered as an eligible member from the season in which he turned 12 years old. If a player was born between July 1 and August 1 of any year, the first club listed in the player's passport is the club with which he is registered as an eligible member in the season following the day of his twelfth birthday.

7. A player who is entitled to play for a club may not participate in training or matches of another club or field football club.

8. In the event of violation of the provisions of paragraphs 7 and 8 of this article, the board may decide not to process a request for a transfer or to refuse the transfer, or to withdraw a transfer that has already been granted with effect from the date of the withdrawal decision, without prejudice to the possibility of disciplinary measures.

9. The board may withdraw the decision to grant a transfer, with effect from the date of

the withdrawal decision, if it appears that the request has not been entered completely and truthfully in the DTMS.

10. Payments

The club that has paid one of the fees referred to in Article 12, Paragraph 2, under m. of these rules, must immediately enter a copy of proof of payment into the DTMS after payment.

11. DTMS managers

A club must appoint at least two DTMS managers.

1. The DTMS managers referred to in the previous Paragraph as well as the SVB employees who are charged with handling a transfer request are obliged to sign a confidentiality statement from the SVB before they can be authorized to use the DTMS.
2. A club and the SVB must ensure that only authorized DTMS managers have access to the DTMS.
3. A club must inform the SVB immediately if it no longer has access to to the DTMS.
4. A club must inform the SVB immediately if it no longer has access to one of the DTMS managers designated by it.

SECTION 6: International transfers to and from the Surinaamse Voetbal Bond

Article -13

In the event of a transfer request as referred to in Section 5, Article 12 of these rules, the new club must, on behalf of the player;

- complete and enter, and confirm the request truthfully in the ITMS, in accordance with the applicable FIFA rules, if it concerns a transfer from a player who wishes to be registered as a contract player; and
- to submit a transfer form and a model declaration, both fully and truthfully completed and signed, to the Headquarters of the SVB, if it concerns a transfer of a player who wishes to be registered as an amateur player.
- The SVB board will grant the transfer immediately after the international transfer certificate has been received from the foreign association affiliated with FIFA.
- The SVB board may withdraw the decision to grant a transfer with effect from the date of the withdrawal decision if it appears that the transfer form and/or the model declaration have not been completed.

SECTION 7: Transfer request, eligibility to play and transfer periods

Article-14

Transfer

1. In order for a transfer request to be granted, the request must have been submitted completely and truthfully by the clubs involved in the transfer during the transfer periods referred to in Article 7 Paragraph 1 of these rules.
2. In order to obtain the playing right of the player requesting a transfer for the next binding match to be played, no later than 12 noon on the working day preceding the day of the match in question:
3. the transfer must have been granted in accordance with Article 7 or Article 13 of these rules; and
 - the applicable regulatory and legal requirements have been met, including the requirements regarding the work and/or residence permit.
4. The player is entitled to play after written confirmation has been received from the SVB board by the player and/or the new club.
5. If the transfer has been granted to a suspended or excluded player, the player will only be eligible to play after the end of his suspension or exclusion.

Transfer periods

6. Two annual transfer periods apply to the transfers referred to in Article 7 of these rules:
 - two weeks after the end of the season for a period of 10 weeks;
 - in January for a period of 4 weeks.
7. The board determines the start and end dates of the transfer periods as referred to in paragraph 1 annually.
8. Players may be registered for a maximum of three clubs in the period from

July 1 to June 30 of the following year. During this period a player may only play for two clubs in official matches.

SECTION 8: Contractual stability

Article 15 – overdue payables

1. Clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.

2. Any club found to have delayed a due payment for more than 30 days without a prima facie contractual basis may be sanctioned by Players' Status Committee in accordance with paragraph 4 below.

3. In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).

4. Within the scope of its jurisdiction, the FIB may impose the following sanctions:
 - a) a warning;
 - b) a reprimand;
 - c) a fine;
 - d) a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.

5. The sanctions provided for in paragraph 4 above may be applied cumulatively.

6. A repeated offence will be considered an aggravating circumstance and lead to a more severe penalty.

7. The terms of the present article are without prejudice to the application of further measures in accordance with article 20 in the event of unilateral termination of the contractual relationship

Article 16- Respect of contract

A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement.

Article 17-Terminating a contract with just cause

1. A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause.
2. Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.

Article 18 - Terminating a contract with sporting just cause

An established professional who has, in the course of the season, appeared in fewer than ten percent of the official matches in which his club has been involved, may terminate his contract prematurely on the ground of sporting just cause. Due consideration shall be given to the player's circumstances in the appraisal of such cases. The existence of sporting just cause shall be established on a case-by-case basis. In such a case, sporting sanctions shall not be imposed, though compensation may be payable. A professional may only terminate his contract on this basis in the 15 days following the last official match of the season of the club with which he is registered.

Article 19 - Restriction on terminating a contract during the competition period

A contract cannot be unilaterally terminated during the course of a competition period.

Article 20 – Consequences of terminating a contract without just cause

The following provisions apply if a contract is terminated without just cause:

1. In all cases, the party in breach shall pay compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the

contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period.

Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:

- i. In case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.
- ii. In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the “Mitigated Compensation”). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the “Additional Compensation”). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six-monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.
- iii. Collective bargaining agreements validly negotiated by employers’ and employees’ representatives at domestic level in accordance with national law may deviate from the principles stipulated in the points i. and ii. above. The terms of such an agreement shall prevail.

2. Entitlement to compensation cannot be assigned to a third party. If a professional is required to pay compensation, the professional and his new club shall be jointly and severally liable for its payment. The amount may be stipulated in the contract or agreed between the parties.

3. In addition to the obligation to pay compensation, sporting sanctions shall also be imposed on any player found to be in breach of contract during the protected period. This sanction shall be a four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs. This suspension of the sporting sanctions shall, however, not be applicable if the player is an established member of the representative team of the association he is eligible to represent, and the association concerned is participating in the final competition of an international tournament in the period between the last match and the first match of the next season. Unilateral breach without just cause or sporting just cause after the protected period shall not result in sporting sanctions. Disciplinary measures may, however, be imposed outside the protected period for failure to give notice of termination within 15 days of the last official match of the season (including national cups) of the club with which the player is registered. The protected period starts again when, while renewing the contract, the duration of the previous contract is extended.

4. In addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period. It shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach. The club shall be banned from registering any new players, either nationally or

internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exceptions stipulated in article 6 paragraph 3 of these regulations in order to register players at an earlier stage.

5. Any person subject to the FIFA Statutes and regulations who acts in a manner designed to induce a breach of contract between a professional and a club in order to facilitate the transfer of the player shall be sanctioned.

Article 21– special provisions relating to contracts between professionals and clubs

1. Any employment contract that is concluded following the provision of football agent services shall specify the football agent’s name, their client, their FIFA license number and their signature, in accordance with the FIFA Football Agent Regulations.

2. The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Contracts of any other length shall only be permitted if consistent with national laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognized.

3. A club intending to conclude a contract with a professional must inform the player’s current club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months.

Any breach of this provision shall be subject to appropriate sanctions.

4. The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.

5. If a professional enters into more than one contract covering the same period, the provisions set forth in FIFA Regulations on the Status and Transfer of Players, Chapter IV shall apply.

6. Contractual clauses granting the club additional time to pay to the professional amounts that have fallen due under the terms of the contract (so-called “grace periods”) shall not be recognized. Grace periods contained in collective bargaining agreements validly negotiated by employers’ and employees’ representatives at domestic level in accordance with national law shall, however, be legally binding and recognized. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

7. Female players are entitled to maternity leave during the term of their contract, paid at the equivalent of two thirds of their contracted salary. Where more beneficial conditions are provided in the applicable national law in the country of their club’s domicile or an applicable collective bargaining agreement, these beneficial conditions shall prevail.

Article 22 – third-party influence

1. No club shall enter into a contract which enables the counter club/counter clubs, and vice versa, or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.

2. The FIFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this article.

Article 23 – third-party ownership

1. No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.

2. The interdiction as per paragraph 1 comes into force on 1 May 2015.

3. Agreements covered by paragraph 1 which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.

4. The validity of any agreement covered by paragraph 1 signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than one year beyond the effective date.

5. By the end of April 2015, all existing agreements covered by paragraph 1 need to be recorded within TMS. All clubs that have signed such agreements are required to upload them in their entirety, including possible annexes or amendments, in TMS, specifying the details of the third party concerned, the full name of the player as well as the duration of the agreement.

6. The FIFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this article.

Article 24 – special provisions relating to contracts between professionals and clubs

1. The validity of a contract may not be made subject to a player being or becoming pregnant during its term, being on maternity leave, or utilizing rights related to maternity in general.

2. If a club unilaterally terminates a contract on the grounds of a player being or becoming pregnant, being on maternity leave, or utilizing rights related to maternity in general, the club will be deemed to have terminated the contract without just cause.

a) It shall be presumed, unless proven to the contrary, that the unilateral termination of a contract by a club during a pregnancy or maternity leave occurred as a result of a player being or becoming pregnant.

3. Where a contract has been terminated on the grounds of the player being or becoming pregnant, as an exception to article 20:

a) compensation due to a player shall be calculated as follows:

- i. in case the player did not sign any new contract following the termination of her previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated;
- ii. in case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early;
- iii. in either case described above, the player shall be entitled to additional compensation corresponding to six monthly salaries of the prematurely terminated contract;
- iv. collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated above. The terms of such an agreement shall prevail;

b) in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to have unilaterally terminated a contract on the grounds of a player being or becoming pregnant, being on maternity leave, or utilizing rights related to maternity in general. The club shall be banned from registering any new female players, either nationally or internationally, for two entire and consecutive registration periods.

The club shall be able to register new players, either nationally or internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular,

it may not make use of the exception and measures stipulated in article 6 paragraph 3 c) of these regulations in order to register players at an earlier stage;

c) the sanction provided for in b) above may be applied cumulatively with a fine.

4. Where a player becomes pregnant, she has the right, during the term of her contract, to:

a) continue providing sporting services to her club (i.e. playing and training), following confirmation from her treating practitioner and an independent medical professional (chosen by consensus between the player and her club) that it is safe for her to do so. In such cases, her club has an obligation

to respect the decision and formalize a plan for her continued sporting participation in a safe manner, prioritizing her health and that of the unborn child;

b) provide employment services to her club in an alternate manner, should her treating practitioner deem that it is not safe for her to continue sporting services, or should she choose not to exercise her right to continue providing sporting services. In such cases, her club has an obligation to respect the decision and work with the player to formalize a plan for her alternate employment. The player shall be entitled to receive her full remuneration, until such time that she utilizes maternity leave;

c) independently determine the commencement date of her maternity leave, taking into consideration the minimum periods provided (cf. Definitions).

Any club that pressures or forces a player to take maternity leave at a specific time shall be sanctioned by the SVB Disciplinary Committee;

d) return to football activity after the completion of her maternity leave, following confirmation from her treating practitioner and an independent medical professional (chosen by consensus between the player and her club) that it is safe for her to do so. In such cases, her club has an obligation to respect the decision, reintegrate her into footballing activity (cf. article 6 paragraph 3 d)), and provide adequate ongoing medical support. The player shall be entitled to receive her full remuneration following her return to football activity.

5. A player shall be provided the opportunity to breastfeed an infant and/or express breast milk whilst providing sporting services to her club. Clubs shall provide suitable facilities in accordance with applicable national legislation in the country of a club's domicile or a collective bargaining agreement

SECTION 9: Protection of minors

Article 25 – protection of minors

1. International transfers of players are only permitted if the player is over the age of 18.

2. The following five exceptions to this rule apply:

a) The player's parents move to the country in which the new club is located for reasons not linked to football.

b) The player is aged between 16 and 18 and:

i. the transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA); or

ii. the transfer takes place between two associations within the same country.

The new club must fulfil the following minimum obligations:

iii. It shall provide the player with an adequate football education and/or training in line with the highest national standards (cf. Annexe 4, article 4).

iv. It shall guarantee the player an academic and/or school and/or vocational education and/or training, in addition to his football education and/or training, which will allow the player to pursue a career other than football should he cease to play professional football.

v. It shall make all necessary arrangements to ensure that the player is looked after in the best possible way (optimum living standards with a host family or in club accommodation, appointment of a mentor at the club, etc.).

vi. It shall, on registration of such a player, provide the relevant association with proof that it is complying with the aforementioned obligations.

c) The player lives no further than 50km from a national border and the club with which the player wishes to be registered in the neighboring association is also within 50km of that border. The maximum distance between the player's domicile and the club's headquarters shall be 100km. In such cases, the player must continue to live at home and the two associations concerned must give their explicit consent.

d) The player is at least temporarily permitted to reside in the country of arrival and/or is recognized by the competent state authorities as vulnerable and requiring state protection by the

country of arrival after fleeing their country of origin (or previous country of domicile) for humanitarian reasons, without their parents, due to either of the following:

- i. their life or freedom being threatened on account of race, religion, nationality, belonging to a particular social group, or political opinion; or
- ii. any other circumstances where their survival is seriously threatened.

If the minor has been formally recognized as a refugee or a protected person, they may be registered with a professional club or purely amateur club. There are no restrictions on any subsequent national transfer of the minor prior to their turning 18.

If the minor has been formally recognized as asylum seeker or has been recognized by the competent state authorities as vulnerable in accordance with paragraph 2 d of this article, they may only be registered with a purely amateur club. They may be the subject of a subsequent national transfer,

but are not permitted to register with a professional club until they turn 18.

e) The player is a student and moves without his parents to another country temporarily for academic reasons in order to undertake an exchange programme. The duration of the player's registration for the new club until he turns 18 or until the end of the academic or school programme cannot exceed one year. The player's new club may only be a purely amateur club without a professional team or without a legal, financial or de facto link to a professional club.

3. The provisions of this article shall also apply to any player who has never previously been registered with a club, is not a national of the country where the association at which he wishes to be registered for the first time is domiciled, and has not lived continuously for at least the last five years in said country.

4. Where a minor player is at least ten years old, the Players' Status Chamber of the Football Tribunal must approve:

- a) their international transfer according to paragraph 2;
- b) their first registration according to paragraph 3; or

c) their first registration, where the minor player is not a national of the country where the association at which they wish to be registered is domiciled and has lived continuously for at least the last five years in that country.

5. Approval pursuant to paragraph 4 is required prior to any request for an ITC and/or a first registration by the SVB.

6. Where a minor player is under ten years old, it is the responsibility of the SVB that intends to register the player – as per the request of its affiliated club – to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c). Such verification shall be made prior to any registration.

7. The SVB may apply to the Players' Status Chamber of the Football Tribunal for a limited minor exemption ("LME").

a) An LME, if granted, relieves the SVB, under specific terms and conditions and solely for amateur minor players who are to be registered with purely amateur clubs, from the application obligations set out in paragraph 4.

b) In such a case, prior to any request for an ITC and/or a first registration, the SVB is required to verify and ensure that the circumstances of the player fall, beyond all doubt, under one of the exceptions provided for in paragraph 2, 3, or 4 c).

8. A club that has registered a minor player following a national transfer, international transfer or first registration shall:

- owe a duty of care to the minor;
- take any reasonable measures to protect and safeguard the minor from any possible abuse; and
- ensure that the minor is provided with an opportunity to obtain an academic education (according to the highest national standards) that allows them to pursue a career other than football.

9. The procedures for applying to the Players' Status Chamber of the Football Tribunal for the matters described in this article are contained in the Procedural Rules Governing the Football Tribunal.

Article 26 - registration and reporting of minors at academies

1. Clubs that operate an academy (within their own structure and/or through a separate entity with legal, financial or de facto links to the club) are obliged to report all minors who attend the academy registered with the club or not) to the SVB. When an academy is operated outside the territory of the club's respective association, the reporting shall be made by the club to the association on whose territory the academy operates.

2. The SVB shall request all academies without legal, financial or de facto links to a club (private academies) operating on its territory to report all minors who attend the academy to the association. The SVB shall report any wrongdoing occurring at private academies of which it becomes aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.

3. The SVB shall keep a register of players, comprising at least the following information: full name (first, middle and last names), nationality, date of birth, country of origin (or previous country of domicile), agent (if any) and club operating the respective academy, regarding the minors who have been reported to it by clubs or academies.

4. A club that wishes to collaborate with a private academy shall:

- i. report such collaboration to the association with which the club is affiliated;
 - ii. ensure that the private academy reports its players to the association where the academy operates;
 - iii. before entering into a contract with a private academy, ensure that the private academy takes proper measures to protect and safeguard minors;
- and
- iv. report any wrongdoing of which it may become aware to the relevant authorities, taking all necessary measures to protect and safeguard minors from potential abuse.

5. Through the act of reporting, academies and players undertake to practice football in accordance with the FIFA Statutes, and to respect and promote the ethical principles of organised football.

6. The SVB shall report to FIFA each minor that attends an academy within the territory they govern where the minor:

- i. is not a national of the country where the association is domiciled; and
- ii. has not lived continuously for at least the last five years in that country.

Such reports shall contain a prima facie assessment of whether the minor meets the requirements of article 19.

7. Any violations of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code.

ANNEXE 4

Training compensation

1. Objective

1. A player's training and education takes place between the ages of 12 and 23. Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, training compensation shall be payable until the end of the calendar year in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the player actually completed his training.
2. The obligation to pay training compensation is without prejudice to any obligation to pay compensation for breach of contract.

2. Payment of training compensation

1. Training compensation is due when:
 - a) a player is registered for the first time as a professional; or
 - b) a professional is transferred between clubs of two different associations (whether during or at the end of his contract) before the end of the calendar year of his 23rd birthday.
2. Training compensation is not due if:
 - a) the former club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or
 - b) the player is transferred to a category 4 club; or
 - c) a professional reacquires amateur status on being transferred.
3. For cases governed by the FIFA Clearing House Regulations, payment of training compensation shall be made in accordance with the FIFA Clearing House Regulations.

3. Responsibility to pay training compensation

1. On registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the calendar year of his 12th birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club.
2. In both of the above cases, the deadline for payment of training compensation is 30 days following the registration of the professional with the new association.
3. An association is entitled to receive the training compensation which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – with which

the professional was registered and trained – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This compensation shall be reserved for youth football development programmes in the association(s) in question.

4. Training costs

1. In order to calculate the compensation due for training and education costs, associations are instructed to divide their clubs into a maximum of four categories in accordance with the clubs' financial investment in training players. The training costs are set for each category and correspond to the amount needed to train one player for one year multiplied by an average "player factor", which is the ratio of players who need to be trained to produce one professional player.

2. The training costs, which are established on a confederation basis for each category of club, as well as the categorisation of clubs for each association, are published on the FIFA website (www.FIFA.com). They are updated at the end of every calendar year. Associations are required to keep the data regarding the training category of their clubs inserted in TMS up to date at all times (cf. Annexe 3).

5. Calculation of training compensation

1. As a general rule, to calculate the training compensation due to a player's former club(s), it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself.

2. Accordingly, the first time a player registers as a professional, the training compensation payable is calculated by taking the training costs of the new club multiplied by the number of years of training, in principle from the calendar year of the player's 12th birthday to the calendar year of his 21st birthday. In the case of subsequent transfers, training compensation is calculated based on the training costs of the new club multiplied by the number of years of training with the former club.

3. To ensure that training compensation for very young players is not set at unreasonably high levels, the training costs for players for the calendar years of their 12th to 15th birthdays (i.e. four calendar years) shall be based on the training and education costs of category 4 clubs.

4. The Dispute Resolution Chamber may review disputes concerning the amount of training compensation payable and shall have discretion to adjust this amount if it is clearly disproportionate to the case under review.

6. Disciplinary measures

The SVB Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this annexe.

ANNEXE 5

Solidarity mechanism

1. Solidarity contribution

1. If a professional moves during the course of a contract, 5% of any compensation paid within the scope of this transfer, not including training compensation paid to his former club, shall be deducted from the total amount of this compensation and distributed by the new club as a solidarity contribution to the club(s) involved in his training and education over the years. This solidarity contribution reflects the number of years (calculated pro rata if less than one year) he was registered with the relevant club(s) between the calendar years of his 12th and 23rd birthdays, as follows:

- a) Calendar year of 12th birthday: 5% of 5% of any compensation
- b) Calendar year of 13th birthday: 5% of 5% of any compensation
- c) Calendar year of 14th birthday: 5% of 5% of any compensation
- d) Calendar year of 15th birthday: 5% of 5% of any compensation
- e) Calendar year of 16th birthday: 10% of 5% of any compensation
- f) Calendar year of 17th birthday: 10% of 5% of any compensation
- g) Calendar year of 18th birthday: 10% of 5% of any compensation
- h) Calendar year of 19th birthday: 10% of 5% of any compensation
- i) Calendar year of 20th birthday: 10% of 5% of any compensation
- j) Calendar year of 21st birthday: 10% of 5% of any compensation
- k) Calendar year of 22nd birthday: 10% of 5% of any compensation

l) Calendar year of 23rd birthday: 10% of 5% of any compensation

2. A training club is entitled to receive (a proportion of) the 5% solidarity contribution in the following cases:

- a) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to different associations;
- b) a professional player is transferred, either on a definitive or loan basis, between clubs affiliated to the same association, provided that the training club is affiliated to a different association.

2. Payment procedure

1. For cases not governed by the FIFA Clearing House Regulations, the new club shall pay the solidarity contribution to the training club(s) pursuant to the above provisions no later than 30 days after the player's registration or, in case of contingent payments, 30 days after the date of such payments.

2. For cases not governed by the FIFA Clearing House Regulations, it is the responsibility of the new club to calculate the amount of the solidarity contribution and to distribute it in accordance

with the player's career history as provided in the player passport. The player shall, if necessary, assist the new club in discharging this obligation.

3. For cases governed by the FIFA Clearing House Regulations, payment of solidarity contribution shall be made in accordance with the FIFA Clearing House Regulations.

4. An association is entitled to receive the proportion of solidarity contribution which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – which was involved in the professional's training and education – has in the meantime ceased to participate in organised football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This solidarity contribution shall be reserved for youth football development programmes in the association(s) in question.

5. The Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this annexe