



HANDBOOK 2017 2018

No. 5453

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that
'THE SCOTTISH FOOTBALL ASSOCIATION LIMITED'
is this day incorporated under the Companies Act, 1862 to 1900,
and that this Company is Limited.

Given under my hand at Edinburgh, this Twenty-Ninth day of
September, One thousand nine hundred and three.

KENNETH MACKENZIE
Registrar of Joint-Stock Companies



CONTENTS

CLUB DIRECTORY	4
ASSOCIATIONS AND LEAGUES.....	34
REFEREE OPERATIONS	39
MEMORANDUM OF ASSOCIATION.....	47
ARTICLES OF ASSOCIATION.....	50
BOARD PROTOCOLS	136
CUP COMPETITION RULES.....	143
REGISTRATION PROCEDURES.....	167
ANTI-DOPING REGULATIONS	234



OFFICIAL RETURNS 2017/2018

ABERDEEN FC - SPFL - PREMIERSHIP

S Steven Gunn TG 01224 650400
Pittodrie Stadium TB 01224 650458
Pittodrie Street F 01224 644179
Aberdeen AB24 5QH E steven.gunn@afc.co.uk
M Derek McInnes W www.afc.co.uk
G Pittodrie Stadium

Kit Description	
1st Choice	2nd Choice
Jersey Red	Jersey Blue
Shorts Red	Shorts Blue
Socks Red	Socks Blue

AIRDRIEONIANS FC - SPFL - LEAGUE 1

S Ann Marie Ballantyne TG 07710 230775
60 St Enoch Square TF 0141 221 1497
Glasgow G1 4AG E annmarie@ballantyneand.co.uk
M TBC W www.airdriefc.com
G Excelsior Stadium

Kit Description	
1st Choice	2nd Choice
Jersey White with a red diamond	Jersey Black with a red diamond
Shorts White	Shorts Black
Socks White with red tops	Socks Black with red tops

ALBION ROVERS FC - SPFL - LEAGUE 1

S Paul Reilly TG 01236 606443
Cliftonhill Stadium TB 01236 606443
335-421 Main Street TM 07557 147470
Coatbridge ML5 3RB E paul.reilly@albionroversfc.com
M Brian Kerr W www.albionroversfc.co.uk
G Cliftonhill Stadium

Kit Description	
1st Choice	2nd Choice
Jersey Yellow	Jersey Red
Shorts Red or Yellow	Shorts Red
Socks Red	Socks Red

ALLOA ATHLETIC FC - SPFL - LEAGUE 1

S	Ewen G Cameron 2B Church Street Alloa FK10 1DH	TG	01259 722695
		TM	07810 507185
		TH	01259 722696
M	Jim Goodwin	F	01259 210886
G	Indodrill Stadium	E	fcadmin@alloaathletic.co.uk
		W	www.alloaathletic.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Gold and black hoops	Jersey Navy
Shorts Black	Shorts Navy
Socks Black	Socks Navy

ANNAN ATHLETIC FC - SPFL - LEAGUE 2

S	Alan Irving 1 Newlands Rise Annan DG12 5HT	TG	01461 204108
		TM	07888 728590
		TH	01461 203702
		TB	01461 338870
M	Peter Murphy	E	annanathletic.admin@btconnect.com
G	Galabank	W	www.annanathleticfc.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Gold with black trimmings	Jersey Red with white flashings
Shorts Black	Shorts Red
Socks Yellow with black and white rings	Socks Red

ARBROATH FC - SPFL - LEAGUE 1

S	Dr Gary J Callon 4 Lochside Cottages Elliot Arbroath DD11 2PE	TG	01241 872157
		TB	01382 384695
		TM	07802 747558
		TH	01241 872394
M	Dick Campbell	F	01241 431125
G	Gayfield Park	E	g.j.callon@dundee.ac.uk
		W	www.arbroathfc.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Maroon with white trim	Jersey Black with maroon trim
Shorts Maroon with white trim	Shorts Black with maroon trim
Socks Maroon	Socks Black

AYR UNITED FC – SPFL – LEAGUE 1

S	Tracy McTrusty	TG	01292 263435 (opt 6)
	Somerset Park	TM	07715 697442
	Tryfield Place	F	01292 281314
	Ayr KA8 9NB	E	tracy@ayrunitedfc.co.uk
M	Ian McCall	W	www.ayrunitedfc.co.uk
G	Somerset Park		

Kit Description	
1st Choice	2nd Choice
Jersey White with black sides	Jersey Yellow with vertical white stripes on front, plain yellow on back
Shorts Black	Shorts Yellow
Socks White	Socks Yellow

BANKS O'DEE FC – SJFA

S	Thomas Ewan	TG	01244 893333
	231 North Anderson		
	Drive	TH	01244 699983
	Stockethill	M	07712 473408
	Aberdeen	E	banksodee@gmail.com
	AB16 5NH	W	www.banksodeejfc.co.uk
Co-M	Alexander McNaughton		
Co-M	Thomas Forbes		
G	Spain Park		

Kit Description	
1st Choice	2nd Choice
Jersey Navy and sky blue hoops	Jersey Yellow
Shorts White	Shorts Royal blue
Socks Sky blue	Socks Royal blue

BERWICK RANGERS FC – SPFL – LEAGUE 2

S	Dennis McCleary	TG	01289 307424
	Shielfield Park	TM	07713 101372
	Shielfield Terrace	TH	01289 307623
	Tweedmouth	E	club@berwickrangers.com
	Berwick-upon-Tweed	W	www.berwickrangers.com
	TD15 2EF		
M	John Coughlin		
G	Shielfield Park		

Kit Description	
1st Choice	2nd Choice
Jersey Black with gold stripes, gold sleeves, gold rear panel	Jersey White with black trim
Shorts Black	Shorts White
Socks Black	Socks White

BRECHIN CITY FC - SPFL - CHAMPIONSHIP

S	Grant Hood	TG	01356 622856
	Glebe Park	TB	01224 252129
	Trinity Road	TM	07590 383558
	Brechin DD9 6BJ	TH	01575 575364
M	Darren Dods	F	01356 625524
G	Glebe Park	E	secretary@brechincityfc.com
		W	www.brechincity.com

Kit Description	
1st Choice	2nd Choice
Jersey Red with black collar, black arm stripes and black cuff	Jersey White with red trim at collar and cuffs
Shorts Black with red trim	Shorts Red with white trim
Socks Red	Socks White with red trim

BRORA RANGERS FC - SHFL

S	Kevin Mackay	TG	01408 621231
	Dudgeon Park	TB	01408 623005
	Brora	TM	07721 940938
	Sutherland KW9 6QN	TH	01408 621114
M	Ross Tokely	E	brorarangersfc@highlandleague.com
G	Dudgeon Park	W	www.brorarangers.football

Kit Description	
1st Choice	2nd Choice
Jersey Red	Jersey Black
Shorts Red	Shorts Black
Socks Red	Socks Black

BSC GLASGOW FC - SLFL

S	George Fraser	TM	07446 281 332
	119 Earlbank Avenue	E	geo_fraser@hotmail.co.uk
	Glasgow	W	www.bscglasgow.co.uk
	G14 9EA		
M	Stephen Swift		
G	Indodrill Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey Yellow	Jersey Blue & white
Shorts Yellow	Shorts Blue
Socks Yellow	Socks Blue

BUCKIE THISTLE FC - SHFL

S	David Pirie "St Aethans" 33 Station Road Findochty Buckie AB56 4PJ	TG	01542 831 946
		TM	07592 875555
		E	buckiethistlefc@highlandleague.com
		W	www.buckiethistle.net
M	Graeme Stewart		
G	Victoria Park		

Kit Description	
1st Choice	2nd Choice
Jersey Green and white hoops	Jersey White
Shorts White	Shorts Green
Socks White	Socks White

BURNTISLAND SHIPYARD AMATEUR FC - EOS

S	Andrew Beveridge 29 Swift Street Bluebell Meadows Dunfermline Fife KY11 8SN	TM	07856 728634
		TH	01383 738175
		E	abeveridge.shipyard@sky.com
		W	www.burntislandshipyard.co.uk
M	Christopher Maxwell		
G	Recreation Park		

Kit Description	
1st Choice	2nd Choice
Jersey White/Black Trim	Jersey Black/White Trim
Shorts White/Black Trim	Shorts Black/White Trim
Socks White/Black Trim	Socks Black/White Trim

CELTIC FC - SPFL - PREMIERSHIP

S	Michael Nicholson Celtic Park 95 Kerrydale Street Glasgow G40 3RE	TG	0871 226 1888
		TB	0141 551 4298
		F	0141 554 8845
		E	dscoular@celticfc.co.uk
M	Brendan Rodgers	W	www.celticfc.net
G	Celtic Park		

Kit Description	
1st Choice	2nd Choice
Jersey Green/White hoops	Jersey Dark Green
Shorts White	Shorts Dark Green
Socks White	Socks Dark Green

CIVIL SERVICE STROLLERS FC – SLFL

S	Keith Stewart	TG	0131 332 1175
	117 Wester Broom Dr	TM	07802 916832
	Edinburgh EH12 7RQ	TH	0131 334 3379
M	Alex Cunningham	E	keith.l.stewart@bt.com
G	Christie Gillies Park	W	www.csstrollers.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Red	Jersey Navy
Shorts Red	Shorts Navy
Socks Red	Socks Navy

CLACHNACUDDIN FC (1990) LTD - SHFL

S	Douglas Noble	TG	01463 718261
	21 Leachkin Avenue	TM	07707 599966
	Inverness	TH	01463 224706
	IV3 8LH	F	01463 718261
M	Iain Polworth	E	clachnacuddinfc@highlandleague.com
G	Grant Street Park	W	www.clachfc.com

Kit Description	
1st Choice	2nd Choice
Jersey White	Jersey Pink/Black
Shorts Black	Shorts Black
Socks White	Socks Black

CLYDE FC – SPFL – LEAGUE 2

S	Gordon Thomson	TG	01236 451511
	Broadwood Stadium	TM	07852 268021
	Cumbernauld	TF	01236 733490
	G68 9NE	E	info@clydefc.co.uk
M	Jim Chapman	W	www.clydefc.co.uk
G	Broadwood Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey White with red crew neck and red chevrons on sleeve	Jersey Ombre Blue/Nasturtium with sleeve flashes
Shorts Black with white chevrons	Shorts Ombre Blue/Nasturtium with black and white chevron side panels
Socks Red with white chevrons	Socks Ombre Blue/Nasturtium with chevrons

COLDSTREAM FC - EOS

S	Brian Balmbro 18 Buckstone Dell Edinburgh EH10 6PG	TG	01890 883085
		TB	07879 682360
		TM	07879 682360
		E	Brian.balmbro@btinternet.com
M	Grant Davidson	W	www.coldstreamfc.co.uk
G	The Jim Patterson Pavillion		

Kit Description	
1st Choice	2nd Choice
Jersey Royal blue	Jersey Red
Shorts Royal blue	Shorts Red
Socks Royal blue	Socks Red

COVE RANGERS FC - SHFL

S	Duncan Little 18 Lochinch Drive Cove Aberdeen AB12 3RY	TG	01467 622168 (match-days)
		TB	01224 854990
		TM	07710 648154
		TH	01224 896282
		TF	01224 896282
M	John Sheran	E	coverangersfc@highlandleague.com
G	Harlaw Park	PE	d_little4@sky.com
		W	www.coverangersfc.com

Kit Description	
1st Choice	2nd Choice
Jersey Blue and white	Jersey Yellow and black
Shorts Blue	Shorts Black
Socks White and blue	Socks Yellow and black

COWDENBEATH FC - SPFL - LEAGUE 2

S	David Allan 41 Garvock Hill Dunfermline KY12 7UR	TG	01383 610166
		TM	07885 606759
		F	01383 512132
		E	daallan6754@aol.com
M	William Brown	W	www.cowdenbeathfc.com
G	Central Park		

Kit Description	
1st Choice	2nd Choice
Jersey Blue	Jersey Red with area below chest featuring black stripes on the red background
Shorts Red	Shorts Black
Socks White	Socks Black with red top

CUMBERNAULD COLTS FC - SLFL

S	Stewart McKenzie	TB	0141 211 3705
	8 Lime Crescent	TG	01236 341952
	Cumbernauld	TM	07798 646110
	G67 3PQ	TH	01236 780668
Co-M	James Orr	E	stewart.mckenzie@ggc.scot.nhs.uk
Co-M	Craig McKinlay	W	www.cumbernauld-colts.com
G	Broadwood Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey Yellow	Jersey Red
Shorts Blue	Shorts Red
Socks Blue	Socks Red

DALBEATTIE STAR FC - SLFL

S	Robert Geddes	TB	01556 610563
	31 Alpine Street	TG	01556 611151
	Dalbeattie	TM	07860 549444
	DG5 4HQ	E	bob.solwaypressservices@gmail.com
M	Darren Kerr	W	www.dalbeattiestar.co.uk
G	Islecroft Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey Red/Black	Jersey Navy/Sky
Shorts Black	Shorts Navy/Sky
Socks Red	Socks Navy/Sky

DEVERONVALE FC - SHFL

S	Stewart McPherson	TG	01261 818303
	8 Victoria Place	TM	07813 733617
	Banff	E	deveronvalefc@highlandleague.com
	AB45 1EL	W	www.deveronvale.co.uk
M	Steven Dolan		
G	Princess Royal Park		

Kit Description	
1st Choice	2nd Choice
Jersey Red with white trim	Jersey Sky blue with white trim
Shorts Red	Shorts Black
Socks Red	Socks Black

DUMBARTON FC - SPFL - CHAMPIONSHIP

S	Franke Meade Castle Road Dumbarton G82 1JJ	TG	01389 762569
		TM	07511 973633
		E	enquiries@dumbartonfc.com
		W	www.dumbartonfootballclub.com
M	Stephen Aitken		
G	Dumbarton Football Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey Yellow and white hoops	Jersey Red with black stripes
Shorts White	Shorts Black
Socks White	Socks Red and black hoops

DUNDEE FC - SPFL - PREMIERSHIP

S	Pam Rodgers Dens Park Stadium Sandeman Street Dundee DD3 7JY	TB	01382 884450
		TG	01382 884450
		TM	07855 410929
		F	01382 828820
M	Neil McCann	E	prodgers@dundeefc.co.uk
G	Dens Park Stadium	W	www.dundeefc.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Navy	Jersey Red with navy horizontal stripes
Shorts White	Shorts Navy with red trim
Socks Navy	Socks Red/Navy

DUNDEE UNITED FC - SPFL - CHAMPIONSHIP

S	Priti Trivedi Tannadice Park Tannadice Street Dundee DD3 7JW	TG	01382 833166
		TM	07504 290854 (Bev Anderson)
		F	01382 889398
		E	priti.trivedi@dundeeyunitedfc.co.uk
M	Ray McKinnon	E	bev.anderson@dundeeyunitedfc.co.uk
G	Tannadice Park	W	www.dufc.co

Kit Description	
1st Choice	2nd Choice
Jersey Tangerine	Jersey Black
Shorts Tangerine	Shorts Black
Socks Tangerine	Socks Black

DUNFERMLINE ATHLETIC FC - SPFL - CHAMPIONSHIP

S	Shirley Forrester	TG	01383 724295
	East End Park	TM	07834 632312
	Halbeath Road	F	01383 741098
	Dunfermline	E	Shirley@dafc.co.uk
	KY12 7RB	W	www.dafc.co.uk
M	Allan Johnston		
G	East End Park		

Kit Description	
1st Choice	2nd Choice
Jersey Black pinstripes on white top	Jersey Red/black stripes
Shorts Black with white dash on side	Shorts White with red dash on side
Socks White with red/black stripe on top	Socks Black with red stripe on top

EAST FIFE FC - SPFL - LEAGUE 1

S	James Stevenson	TG	01333 426323
	Bayview Stadium	TM	07815 743607
	Harbour View	TH	01592 581702
	Methil	E	office@eastfifefc.info
	Fife KY8 3RW	W	www.eastfifefc.info
M	Barry Smith		
G	Bayview Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey Black and gold stripes	Jersey Red and white stripes
Shorts White	Shorts Black
Socks Black	Socks Red

EAST KILBRIDE FC - SLFL

S	Dave McKenna	TB	01355 243000
	2 Wood Aven Drive	TM	07800 948932
	Stewartfield	TG	01355 279204
	East Kilbride	F	01355 249253
	G74 4UE	E	eastkilbride2@slfl.co.uk
M	Billy Stark	PE	davemckenna@hotmail.co.uk
G	K Park Training Acad	W	www.eastkilbridefootballclub.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Navy/Gold	Jersey Red/White
Shorts Navy	Shorts Red
Socks Navy	Socks Red

EAST STIRLINGSHIRE FC - SLFL

S Andrew Williamson TG 01324 562992
 1 South Broomage Avenue TM 07985 197766
 Larbert E fceaststirlingshire@gmail.com
 Falkirk W www.eaststirlingshirefc.co.uk
 FK5 3LD
 M John Sludden
 G Ochilview Park

Kit Description	
1st Choice	2nd Choice
Jersey Black & white hoops	Jersey Red and black hoops
Shorts Black	Shorts Red
Socks Black alternate white	Socks Red and black hoops

EDINBURGH CITY FC - SPFL - LEAGUE 2

S James Lumsden TG 0131 552 7854
 26 Scone Gardens TM 07709 564 141
 Edinburgh E jimlum52@yahoo.co.uk
 EH8 7DQ W www.edinburghcityfc.com
 M Gary Jardine
 G Ainslie Park Stadium

Kit Description	
1st Choice	2nd Choice
Jersey White	Jersey Yellow
Shorts Black	Shorts Black
Socks White	Socks Yellow

EDINBURGH UNIVERSITY ASSOCIATION FC - SLFL

S Daniel Astridge TG 07754 871 878
 Edinburgh Uni Assoc. FC TM 07729 388 847
 c/o The University of TB 0131 650 2346
 Edinburgh Sports Union E football@ed.ac.uk
 48 Pleasance W www.euafc.com
 Edinburgh EH8 9TJ
 M Dorian Ogunro
 G Edinburgh Uni Sports Union

Kit Description	
1st Choice	2nd Choice
Jersey Green	Jersey Red
Shorts Navy Blue	Shorts Red
Socks Navy Blue	Socks White

EDUSPORT ACADEMY FC - SLFL

S Christopher Ewing TB 0033183757293
 120 bis Rue Jean TM 0033624896541
 Pierre Timbaud TM 07795 807 927
 Courbevoie E c.ewing@edusportacademy.com
 France 92400
 M Richard Waddell
 G Galabank

Kit Description	
1st Choice	2nd Choice
Jersey Blue	Jersey Red
Shorts White	Shorts White
Socks Red	Socks Red

ELGIN CITY FC - SPFL - LEAGUE 2

S Kate Taylor TG 01343 551114
 Borough Briggs TM 07796 320465
 Borough Briggs Road TH 01343 830035
 Elgin F 01343 547921
 Moray IV30 1AP E accountsecfc@btconnect.com
 M James Weir W www.elgincity.net
 G Borough Briggs

Kit Description	
1st Choice	2nd Choice
Jersey Black and white vertical stripe with red piping	Jersey Blue with red vertical stripes
Shorts Black shorts option of white shorts available	Shorts Blue with red stripe each side
Socks White socks with black band on top (with option of black with band of white on top available)	Socks Blue with red band on top

FALKIRK FC - SPFL - CHAMPIONSHIP

S Margaret Lang TG 01324 624121
 The Falkirk Stadium TM 07711586576
 6 Stadium Way E margaretl@falkirkfc.co.uk
 Falkirk FK2 9EE W www.falkirkfc.co.uk
 M Peter Houston
 G The Falkirk Stadium

Kit Description	
1st Choice	2nd Choice
Jersey Navy Blue	Jersey Red
Shorts Navy Blue	Shorts Red
Socks Navy Blue	Socks Red

FORFAR ATHLETIC FC - SPFL - LEAGUE 1

S	David McGregor 6 Westfield Crescent Forfar DD8 1EG	TG	01307 463576
		TM	07871 165689
		E	david.mcgregor@forfarathletic.co.uk
M	Gary Bollan	W	www.forfarathletic.co.uk
G	Station Park		

Kit Description	
1st Choice	2nd Choice
Jersey Navy with broad sky band	Jersey White with navy trim
Shorts Navy with sky trim	Shorts Navy
Socks Navy/Sky hoops	Socks White

FORMARTINE UNITED FC - SHFL

S	Bryan Braidwood 27 Links Road Bridge of Don Aberdeen AB23 8DD	TG	01651 843266 (match days only)
		TM	07815 072024
		E	formartineunitedfc@highlandleague.com
M	Kristoffer Hunter	W	www.formartineunitedfc.co.uk
G	North Lodge Park		

Kit Description	
1st Choice	2nd Choice
Jersey Red & white vertical stripes	Jersey White with navy flashes across chest
Shorts Red or white	Shorts White or navy
Socks Red or white	Socks White or navy

FORRES MECHANICS FC - SHFL

S	David W Macdonald 7 Brinuth Place Elgin IV30 6YW	TG	01309 675096
		TM	07779 782799
		TH	01343 544294
M	Charles Rowley	E	forresmechanicsfc@highlandleague.com
G	Mosset Park		

Kit Description	
1st Choice	2nd Choice
Jersey Gold with chocolate and white flashes	Jersey White with chocolate and gold flashes
Shorts Gold	Shorts White
Socks Gold and chocolate hoops	Socks White and gold hoops

FORT WILLIAM FC - SHFL

S	Marie McMillan 25 Ardnevis Road Claggan Fort William PH33 6QW	TM	07803 049571
		TG	01397 698003
		E	fortwilliamfc@highlandleague.com
Co-M	Paul MacLellan	PE	mcm.1@hotmail.co.uk
Co-M	Alistair Smith	W	www.fortwilliamfc.co.uk
G	Claggan Park		

Kit Description	
1st Choice	2nd Choice
Jersey Amber	Jersey Black
Shorts Black	Shorts Black
Socks Amber	Socks Black

FRASERBURGH FC - SHFL

S	Finlay Noble 18 Bawdley Head Fraserburgh AB43 9SE	TG	01346 518444
		TB	01779 482372
		TM	07852 178634
M	Mark Cowie	TH	01346 770317
G	Bellslea Park	E	fraserburghfc@highlandleague.com
		W	www.fraserburghfc.scot

Kit Description	
1st Choice	2nd Choice
Jersey Black and white stripes (Black Back)	Jersey Sky blue
Shorts Black	Shorts White
Socks Black	Socks Sky blue

GALA FAIRYDEAN ROVERS FC - SLFL

S	Graeme McIver St Elmo 3 Elm Row Galashiels TD1 3JH	TB	07738 615562
		TM	07768 616397
		E	graememciver@btinternet.com
M	Steven Noble		
G	The 3G Arena		

Kit Description	
1st Choice	2nd Choice
Jersey Red and black stripes	Jersey Blue and white stripes
Shorts White	Shorts Black
Socks Black	Socks White

GIRVAN JFC - SJFA

S Andrew Sinclair
2 Todd Street
Girvan
KA26 0DX

M Peter Leonard
G Hamilton Park

TM 07759 753425
TH 01465 238301
E andrewsinclair35@hotmail.com

Kit Description	
1st Choice	2nd Choice
Jersey Azure blue and black stripes	Jersey White
Shorts Black	Shorts White
Socks Black or navy blue	Socks White

GLASGOW UNIVERSITY FC - CAFL

S Donald Fergusson
9 Botanic Crescent
Glasgow G20 8QQ

M Stuart Grieve
G Excelsior Stadium

TG 01236 622000
TM 07789 545439
TH 0141 946 5418
E donniefergusson@aol.com

Kit Description	
1st Choice	2nd Choice
Jersey Gold	Jersey White with light blue panel
Shorts Black	Shorts White
Socks Gold	Socks White

GOLSPIE SUTHERLAND FC - NCL

S James Urquhart
14 Millicent Avenue
Golspie KW10 6TW

M Andrew Banks
G King George V Park

TB 01408 633491
TM 07774 913946
E email@jamesurquhart.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Royal blue	Jersey White
Shorts Royal blue	Shorts Blue
Socks Royal blue	Socks White

GREENOCK MORTON FC - SPFL - CHAMPIONSHIP

S Antonia Kerr TB 01475 723571 Ext 22
 Cappielow Park TM 07810 282 166
 Sinclair Street E antonia@gmfc.net
 Greenock PA15 2TY W www.gmfc.net

M Jim Duffy
 G Cappielow Park

Kit Description	
1st Choice	2nd Choice
Jersey Royal blue and white hoops, yellow trim, white reverse	Jersey Red Tartan
Shorts White with royal blue and yellow trim	Shorts Red
Socks White with royal blue trim	Socks Red

GRETNA FC 2008 - SLFL

S Kevin Smith TB 07918 738455
 72 Melbourne Avenue TM 07902 826124
 Eastriggs TH 01461 701062
 Annan E kevinsmith@gretnafc2008.co.uk
 Dumfriesshire DG12 6PJ W www.gretnafc2008.co.uk

M Matthew Henney
 G Raydale Park

Kit Description	
1st Choice	2nd Choice
Jersey Black	Jersey Blue with white trim
Shorts Black	Shorts Blue with white trim
Socks Black	Socks White

HAMILTON ACADEMICAL FC - SPFL - PREMIERSHIP

S Daniel Doherty TG 01698 368650
 Superseal Stadium TM 07801 567 336
 Hamilton E danieldoherly@hotmail.com
 ML3 0FT W www.hamiltonacciesfc.co.uk

M Martin Canning
 G Superseal Stadium

Kit Description	
1st Choice	2nd Choice
Jersey Red and white hoops (with all red back)	Jersey Cyan blue
Shorts White with red hoop and red stripe	Shorts Blue
Socks White with red hoop at top (alternative of red)	Socks Blue

HAWICK ROYAL ALBERT FC - SLFL

S	Douglas Purves 16 Lanton Place Hawick TD9 7QL	TG	01450 374231
		TM	07862 295028
		TH	01450 371261
M	Dean Shanks	E	dpurves4@aol.com
G	Albert Park	PE	bette.purves989@btinternet.com
		W	www.hawickroyalalbert.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Royal blue red and white	Jersey Red
Shorts Royal blue	Shorts Red
Socks Royal blue	Socks Red

HEART OF MIDLOTHIAN FC - SPFL - PREMIERSHIP

S	Jacqui Duncan Tynecastle Park Gorgie Road Edinburgh EH11 2NL	TB	0131 200 7280
		TG	0333 0431874
		E	jacqui@homplc.co.uk
		W	www.heartsfc.co.uk
G	Tynecastle Park		

Kit Description	
1st Choice	2nd Choice
Jersey Maroon	Jersey Tanager Turquoise
Shorts White	Shorts Maroon
Socks Maroon	Socks Tanager Turquoise

HIBERNIAN FC - SPFL - PREMIERSHIP

S	Leeann Dempster Easter Road Stadium 12 Albion Place Edinburgh EH7 5QG	TB	0131 661 2159
		TF	0131 659 6488
		TP	0131 656 7095
		E	ldempster@hibernianfc.co.uk
M	Neil Lennon	W	www.hibernianfc.co.uk
G	Easter Road Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey Green with white sleeves and collar	Jersey Yellow
Shorts White	Shorts Black
Socks Green	Socks Yellow

HUNTLY FC - SHFL

S	Alix Turner 12 Forest Way Huntly AB54 8RG	TG	07776 398837
		TM	07867 625303
		E	huntlyfc@highlandleague.com
		W	www.huntlyfc.co.uk
Co-M	Andrew Roddie		
Co-M	Thomas Wilson		
G	Christie Park		

Kit Description	
1st Choice	2nd Choice
Jersey Black and gold stripes	Jersey Black and blue stripes
Shorts Black	Shorts Blue
Socks Black with gold top	Socks Blue

INVERNESS CALEDONIAN THISTLE FC - SPFL - CHAMPIONSHIP

S	Jim Falconer Tulloch Caledonian Stadium Stadium Road inverness IV1 1FF	TG	01463 222880
		TB	01463 229335
		TM	07881 770207
		TH	01463 792358
		F	01463 250397
M	John Robertson	E	jim.falconer@ictfc.co.uk
G	Tulloch Caledonian Stadium	W	www.ictfc.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Royal blue and red stripes	Jersey Black and white (part chequered)
Shorts Royal blue	Shorts Black
Socks Royal blue with a red stripe	Socks Black with a white top and hoop

INVERURIE LOCO WORKS FC - SHFL

S	Billy Thomson 7 Birch Drive Osprey Village Inverurie AB51 6AN	TG	01467 622168
		TM	07500 664434
		TH	01467 620766
		E	inverurielocoworksfc@highlandleague.com
M	Neil Cooper	W	www.inverurielocoworks.co.uk
G	Harlaw Park		

Kit Description	
1st Choice	2nd Choice
Jersey Red with black band across chest	Jersey Yellow with royal blue band across chest
Shorts Black with red trim	Shorts Royal blue with yellow trim
Socks Black with two red bands	Socks Royal blue with two yellow bands

KEITH FC - SHFL

S Ryan Rodger
Kynoch Park
Balloch Road
Keith AB55 5EN

TG 01542 882629
TM 07894 738662
E keithfc@highlandleague.com
W www.keithfc.com

M Allan Hale
G Kynoch Park

Kit Description	
1st Choice	2nd Choice
Jersey Maroon/White and sky blue trim	Jersey Sky blue
Shorts Maroon/White and sky blue trim	Shorts Sky blue
Socks Maroon	Socks Sky blue

KILMARNOCK FC - SPFL - PREMIERSHIP

S Kirsten Callaghan
Rugby Park
Rugby Road
Kilmarnock KA1 2DP

TG 01563 545300
TB 01563 545302
TM 07701 299167
F 01563 522181

M Lee McCulloch
G Rugby Park

E kirstencallaghan@kilmarnockfc.co.uk
W www.kilmarnockfc.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Blue with white stripes	Jersey Red & Black
Shorts White	Shorts Black
Socks Blue	Socks Black

LINLITHGOW ROSE JFC - SJFA

S William Calder
56 Braehead Road
Linlithgow
EH49 6DY

TG 01506 842108
TM 07784640512
E calder.william@hotmail.co.uk

M Mark Bradley
G Prestonfield

Kit Description	
1st Choice	2nd Choice
Jersey Maroon	Jersey Black/White hoops
Shorts White	Shorts Black
Socks Maroon	Socks Black

LIVINGSTON FC - SPFL - CHAMPIONSHIP

S Brian Ewing TG 01506 417000
 Alderstone Road TM 07768 537410
 Livingston F 01506 429948
 EH54 7DN E brian.ewing@livingstonfc.co.uk
 M David Hopkin W www.livingstonfc.co.uk
 G Tony Macaroni Arena

Kit Description	
1st Choice	2nd Choice
Jersey Black	Jersey Yellow
Shorts Black	Shorts Yellow
Socks Yellow	Socks Yellow

LOSSIEMOUTH FC - SHFL

S Alan McIntosh TG 01343 813717
 3 Forties Place TM 07890 749053
 Lossiemouth IV31 6SS TP 01343 813328
 M Alistair Ewen F 01343 813717
 G Grant Park E lossiemouthfc@highlandleague.com
 W www.lossiemouthfc.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Red	Jersey Blue
Shorts Red	Shorts Blue
Socks Red	Socks Blue with Yellow

MONTROSE FC - SPFL - LEAGUE 2

S Brian Petrie TG 01674 673200
 31 Renny Crescent TB 01674 666523
 Montrose DD10 9BW TM 07747 765071
 M Stewart Petrie TH 01674 676423
 G Links Park Stadium F 01674 677311(Ground)
 E secretary@montrosefc.co.uk
 W www.montrosefc.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Royal blue	Jersey White/Grey
Shorts Royal blue or white	Shorts White
Socks White or royal blue	Socks Black or white

MOTHERWELL FC - SPFL - PREMIERSHIP

S Alan Burrows TB 01698 333333
 Firpark Stadium F 01698 338029
 Firpark Street E alan.burrows@motherwellfc.co.uk
 Motherwell ML1 2QN W www.motherwellfc.co.uk

M Stephen Robinson
 G Fir Park Stadium

Kit Description	
1st Choice	2nd Choice
Jersey Amber with claret band	Jersey Black
Shorts Claret	Shorts Black
Socks Claret/Amber	Socks Black

NAIRN COUNTY FC - SHFL

S Donald Matheson TM 07525 233955
 12 Duncan Drive TH 01667 456590
 Nairn TG 01667 454298
 IV12 4SQ E nairncountyfc@highlandleague.com

M Ronald Sharp W www.nairncountyfc.co.uk
 G Station Park

Kit Description	
1st Choice	2nd Choice
Jersey Yellow	Jersey White with blue stripes on arms
Shorts Black	Shorts Royal Blue
Socks Yellow	Socks Royal Blue

NEWTON STEWART FC - SSL

S Gary Brian McKie TH 0141 554 1953
 244 Myreside Street TM 07825 600725
 Glasgow E gary_mckie@hotmail.co.uk
 G32 6DX

M John Kiltie
 G Blairmount Park

Kit Description	
1st Choice	2nd Choice
Jersey Black and white vertical stripe	Jersey Pink and Blue
Shorts Black	Shorts Blue
Socks Black/white tops	Socks Pink

PARTICK THISTLE FC – SPFL - PREMIERSHIP

S Ian Maxwell TB 0141 579 1971
 Firhill Stadium E ianmaxwell@ptfc.co.uk
 80 Firhill Road W www.ptfc.co.uk
 Glasgow G20 7AL
 M Alan Archibald
 G Firhill Stadium

Kit Description	
1st Choice	2nd Choice
Jersey Red with yellow vertical stripes	Jersey Black
Shorts Red	Shorts Black
Socks Red with yellow top band	Socks Black

PETERHEAD FC – SPFL – LEAGUE 2

S Martin Johnston TB 01779 478256
 Balmoor Stadium E martin.johnston@peterheadfc.co.uk
 Balmoor Terrace W www.peterheadfc.co.uk
 Peterhead AB42 1EQ
 M James McNally
 G Balmoor Stadium

Kit Description	
1st Choice	2nd Choice
Jersey Royal blue with sky blue sleeves and white trim	Jersey White
Shorts Royal blue with white trim	Shorts Royal blue with white trim
Socks Sky blue	Socks White

PRESTON ATHLETIC FC - EOS

S Lesley Birrell TM 07724 091906
 14a Linkfield Road TG 01875 815221
 Musselburgh F 0131 664 6794
 EH21 7LQ E prestonathletic1945@gmail.com
 M Jack Lynch W www.prestonathletic.co.uk
 G Pennypit Park

Kit Description	
1st Choice	2nd Choice
Jersey Royal blue/white	Jersey Red/white
Shorts Royal blue	Shorts Red
Socks Royal blue	Socks Red

QUEEN OF THE SOUTH FC - SPFL - CHAMPIONSHIP

S	Craig Paterson	TG	01387 254853
	Farries Kirk & McVean	TB	01387 252127
	Dumfries Enterprise Park	TH	01387 256088
	Heathhall	TM	07711 105318
	Dumfries DG1 3SJ	F	01387 250501 Business
M	Gary Naysmith	F	01387 240470 Ground
G	Palmerston Park	E	craig.paterson@fkmcv.co.uk
		W	www.qosfc.com

Kit Description	
1st Choice	2nd Choice
Jersey Royal Blue	Jersey Silver/Grey
Shorts Royal Blue	Shorts Silver/Grey
Socks Royal Blue	Socks Luminous Yellow

QUEEN'S PARK FC - SPFL - LEAGUE 1

S	Christine Wright	TG	0141 620 4000
	JB McAlpine Pavilion	TB	0141 632 1275
	Mount Florida	TM	07595 509827
	Glasgow G42 9BA	TF	0141 632 1612
M	Gus MacPherson	E	christine@queensparkfc.co.uk
G	Hampden Park	W	www.queensparkfc.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Royal Blue	Jersey 1 inch Black and white hoops
Shorts Grey	Shorts White with black piping
Socks Royal Blue/White hoops	Socks Black

RAITH ROVERS FC - SPFL - LEAGUE 1

S	Eric Drysdale	TG	01592 263514
	Stark's Park	TM	07974 114952
	Pratt Street	TF	01592 642833
	Kirkcaldy	E	football@raithrovers.net
	KY1 1SA	W	www.raithrovers.net
M	Barry Smith		
G	Stark's Park		

Kit Description	
1st Choice	2nd Choice
Jersey Navy blue with sky blue flash	Jersey White with red strip on sleeve
Shorts White with navy blue trim	Shorts Red
Socks Navy blue	Socks White

RANGERS FC – SPFL – PREMIERSHIP

S	Andrew Dickson	TG	0141 580 8500
	Ibrox Stadium	TB	0141 580 8647
	150 Edmiston Drive	F	0141 419 0600
	Glasgow	E	adickson@rangers.co.uk
	G51 2XD	W	www.rangers.co.uk
M	Pedro Caixinha		
G	Ibrox Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey Blue	Jersey Red
Shorts White	Shorts Black
Socks Black with red turnovers	Socks Red

ROSS COUNTY FC – SPFL – PREMIERSHIP

S	Fiona MacBean	TG	01349 860860
	Global Energy Stadium	TM	07714 570953
	Victoria Park	F	01349 866277
	Jubilee Road	E	fiona.macbean@rosscountyfootballclub.co.uk
	Dingwall IV15 9QZ	W	www.rosscountyfootballclub.co.uk
M	Jim McIntyre		
G	Global Energy Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey Navy blue	Jersey White
Shorts Navy blue	Shorts White
Socks Navy blue	Socks White

ROTHES FC – SHFL

S	Gary Davies	TH	01340 831631
	87 Provost Christie Drive	TM	07828 111 293
	Roths	E	rothesfc@highlandleague.com
	Aberlour AB38 7BU	W	www.rothesfc.co.uk
M	Steven Macdonald		
G	MacKessack Park		

Kit Description	
1st Choice	2nd Choice
Jersey Tangerine	Jersey White
Shorts Black	Shorts Black
Socks Tangerine	Socks White

SELKIRK FC - SLFL

S	Sheree Davison	TB	01896 752840
	Balmacara	TM	07984 984572
	Lindean	TH	01750 21995
	Galashiels TD1 3PB	E	selkirkfootballclub@hotmail.co.uk
M	Ian Fergus	W	www.selkirkfc.co.uk
G	Yarrow Park		

Kit Description	
1st Choice	2nd Choice
Jersey Blue	Jersey Black/Gray
Shorts Blue	Shorts Black
Socks Blue	Socks Black

SPARTANS FC - SLFL

S	John McCabe	TG	0131 552 7854
	72 Denholm Road	TM	07815 792 882
	Musselburgh	TH	0131 665 8225
	Edinburgh EH21 6TU	E	macabiteam@hotmail.com
M	Douglas Samuel	W	www.spartansfc.com
G	Ainslie Park		

Kit Description	
1st Choice	2nd Choice
Jersey White with red trim	Jersey Royal blue with white trim
Shorts Red	Shorts Royal blue
Socks White	Socks Royal blue

ST. CUTHBERT WANDERERS FC - SSL

S	Michael McGarrie	TM	07813 634787
	11 Abbey Park	E	michaelmcgarrie@gmail.com
	Dundrennan	W	www.stcuthbertwanderers.co.uk
	Kirkcudbright		
	DG6 4QQ		
Co-M	Raymond Gordon		
Co-M	Craig Fraser		
G	St. Mary's Park		

Kit Description	
1st Choice	2nd Choice
Jersey Blue and white hoops	Jersey Red
Shorts Blue	Shorts Black
Socks Blue	Socks Red and black hoops

ST. JOHNSTONE FC – SPFL – PREMIERSHIP

S	Paul Smith	TG	01738 459094
	McDiarmid Park	TF	01738 625771
	Crieff Road	TM	07821 640032
	Perth PH1 2SJ	E	paul@perthsaints.co.uk
M	Thomas Wright	W	www.perthstjohnstonefc.co.uk
G	McDiarmid Park		

Kit Description	
1st Choice	2nd Choice
Jersey Royal blue, white pinstripe	Jersey White with blue pinstripe
Shorts White	Shorts Blue
Socks Royal blue	Socks White

ST. MIRREN FC – SPFL – CHAMPIONSHIP

S	Tony Fitzpatrick	TG	0141 889 2558
	Paisley 2021 Stadium	TF	0141 887 9801
	75 Greenhill Road	E	tony.fitzpatrick@stmirren.com
	Paisley PA3 1RU	W	www.stmirren.com
M	Jack Ross		
G	Paisley 2021 Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey Black & white vertical stripes	Jersey Red and white chequered front, with red sleeves and back
Shorts Black with white piping	Shorts White with red piping
Socks Black socks with white hoops at the top	Socks Red socks with white hoops at top

STENHOUSEMUIR FC – SPFL – LEAGUE 2

S	Margaret Kilpatrick	TG	01324 562992
	Ochilview Park	TM	07773 904517
	Gladstone Road	E	info@stenhousemuirfc.com
	Stenhousemuir	W	www.stenhousemuirfc.com
	FK5 4QL		
M	Brown Ferguson		
G	Ochilview Park		

Kit Description	
1st Choice	2nd Choice
Jersey Maroon with white panel along shoulders and at sides	Jersey Amber with black panel along shoulders and at side
Shorts White	Shorts Black
Socks Maroon with white tops	Socks Black with black hoops at top

STIRLING ALBION FC - SPFL - LEAGUE 2

S J Stuart Brown TG 01786 450399
 Forthbank Stadium TM 07972 870922
 Springkerse E office@stirlingalbionfc.co.uk
 Stirling FK7 7UJ W www.stirlingalbionfc.co.uk

M Dave Mackay
 G Forthbank Stadium

Kit Description	
1st Choice	2nd Choice
Jersey Red/White Trim	Jersey Navy Blue/Yellow trim
Shorts Red	Shorts Navy Blue
Socks Red	Socks Navy Blue

STRANRAER FC - SPFL - LEAGUE 1

S Hilde Law TG 01776 703271
 Stair Park TM 07747 855437
 London Road E secretary@stranraerfc.org
 Stranraer DG9 8BS W www.stranraerfc.org

M Stephen Farrell
 G Stair Park

Kit Description	
1st Choice	2nd Choice
Jersey Blue	Jersey Yellow with blue flashings
Shorts White	Shorts Blue with yellow flashings
Socks Blue	Socks Yellow with blue flashings

STRATHSPEY THISTLE FC - SHFL

S Karen Race TG 01479 870161
 17 Kylintra Crescent TM 07890 114216
 Grantown on Spey E strathspeythistlefc@highlandleague.com
 PH26 3ES W www.strathspeythistle.org

M Ally Munro
 G Seafeld Park

Kit Description	
1st Choice	2nd Choice
Jersey Royal blue/black white	Jersey White/black/royal blue
Shorts Royal blue/black white	Shorts White/black/royal blue
Socks Royal blue	Socks White

THREAVE ROVERS FC - SSL

S	David McMath 10 Gardenhill Drive Castle Douglas DG7 1LX	TG	01556 504536
		TM	07796 994078
		E	davy.mcmath@scottishwater.co.uk
		W	www.threaveroversfc.co.uk
M	Ross Murray		
G	Meadow Park Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey Black/White	Jersey Red
Shorts Black	Shorts Red
Socks Black	Socks Red

TURRIFF UNITED FC - SHFL

S	Morgan Greig North Camaloun Fyvie Turriff Aberdeenshire AB45 3PA	TG	01888 562169
		TM	07766460992
		E	turriffunitedfc@highlandleague.com
		W	www.turriffunited.co.uk
M	Ross Jack		
G	The Haughs		

Kit Description	
1st Choice	2nd Choice
Jersey Navy Blue/Red	Jersey Sky Blue/White
Shorts Navy Blue	Shorts Sky Blue
Socks Navy Blue/Red	Socks Sky Blue

UNIVERSITY OF STIRLING FC - SLFL

S	Jason Atkins Gannochy Sports Centre University of Stirling Stirling FK9 4LA	TM	07950143725
		TB	01786 466901
		E	jasonward.atkins@stir.ac.uk
		W	www.stir.ac.uk/footballclub/
M	Christopher Geddes		
G	The Falkirk Stadium		

Kit Description	
1st Choice	2nd Choice
Jersey Green	Jersey Purple
Shorts Green	Shorts Purple
Socks Green	Socks Purple

VALE OF LEITHEN FC - SLFL

S Rob Wilson
10 Connor Street
Peebles
EH45 8HD
M Chris Anderson
G Victoria Park

TM 07751 580665
E Wilsor84@gmail.com
W www.valeofleithen.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Navy	Jersey Red
Shorts Navy	Shorts Black
Socks Navy	Socks Black

WHITEHILL WELFARE FC - SLFL

S Andrew Renwick
8 Douglas Crescent
Bonnyrigg
Midlothian EH19 2DF
M Gary Small
G Ferguson Park

TG 07437 870555
TM 07762 319639
TH 0131 663 7678
E whitehillwelfare@supanet.com
W www.whitehillwelfare.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Claret body sky blue sleeves	Jersey Light Blue
Shorts White	Shorts Light Blue
Socks White	Socks Light Blue

WICK ACADEMY FC - SHFL

S Jan Robertson
33 Victoria Crescent
Elgin
Moray
IV30 1RQ
M Gordon Connelly
G Harmsworth Park

TG 01955 602466
TB 01955 602466
TM 07468 494138
E wickacademyfc@highlandleague.com
W www.wick-academy.co.uk

Kit Description	
1st Choice	2nd Choice
Jersey Black and white stripes	Jersey Yellow with blue diagonal stripe
Shorts Black with white trim	Shorts Blue
Socks Black with white trim	Socks Blue with yellow trim

WIGTOWN AND BLADNOCH FC - SSL

S James McColm TB 01988 403201
Sturen TM 07849 432008
Lochancroft Lane E sturen@btinternet.com
Wigtown DG8 9HY
M Michael Dougan
G Trammondford Park

Kit Description	
1st Choice	2nd Choice
Jersey Red with white trim	Jersey White
Shorts Red	Shorts Red
Socks Red	Socks White

ASSOCIATIONS AND LEAGUES 2017/2018

AFFILIATED ASSOCIATIONS

ABERDEENSHIRE AND DISTRICT F.A.

Secretary Brian Christie 69 Corthan Crescent, Aberdeen AB12 5BA
Telephone(s) (B) 07730 611960; (M) 07730 611960; (H) 01224 895851
Email adfa7@hotmail.co.uk

EAST OF SCOTLAND F.A.

Secretary John Greenhorn 2 Baberton Mains Court, Edinburgh EH14 3ER
Telephone(s) (M) 07740 680904; (H) 0131 538 0289
Email secretary@eastofscotlandfa.co.uk

FIFE F.A.

Secretary James Stevenson, Bayview Stadium, Harbour View, Methil, Fife, KY8 3RW
Telephone(s) (M) 07815 743607; (H) 01592 581 702
Email office@eastffefc.info

FORFARSHIRE F.A.

Secretary Ken Ferguson, The Cottage, 15 Argyll Street, Brechin Angus DD9 6JL
Telephone(s) (B) 01356 625285; (M) 07803 089060; (H) 01356 625691;
(F) 01356 625524
Email Chairman@brechincityfc.com

GLASGOW F.A.

Secretary Allison More, c/o Celtic FC, Celtic Park, Glasgow G40 3RE
Telephone(s) (M) 07871 731 403 (B) 0141 551 4432
Email amore@celticfc.co.uk

NORTH OF SCOTLAND F.A.

Secretary Kenneth Houston, 12 Highland Park, Barbaraville, by Invergordon, Ross-shire, IV18 0QD
Telephone(s) (H) 01862 842 496 (M) 07503400289
Email highlandken73@gmail.com

SOUTHERN COUNTIES F.A.

Secretary Richard Osborne, 29 Castle Street, Dumfries, DG1 1DL
Telephone(s) (M) 07764259195; (H) 01387 209720;
Email richard.osborne1962@googlemail.com

STIRLINGSHIRE F.A.

Secretary Terry Bulloch, 20 Findhorn Place, Falkirk FK1 2QJ
Telephone(s) (M) 07708435032; (H) 01324 620763
Email atbulloch@outlook.com

WEST OF SCOTLAND F.A.

Secretary Tracy McTrusty, 8d Towans Court, Prestwick, Ayrshire, KA9 2AY
Telephone(s) (M) 07715 697 442; (B) 01292 263 435 (F) 01292 281 314
Email tracy@ayrunitedfc.co.uk

AFFILIATED NATIONAL ASSOCIATIONS

SCOTTISH AMATEUR F.A.

Secretary Thomas McKeown, Hampden Park, Glasgow G42 9DB
Telephone(s) (B) 0141 620 4550; (F) 0141 620 4551
Email SAFA@scottish-football.com www.scottishamateurfa.co.uk

SCOTTISH JUNIOR F.A.

Secretary Tom Johnston, Hampden Park, Glasgow G42 9DD
Telephone(s) (B) 0141 620 4560; (M) 07930 571123; (H) 0141 880 6568;
(F) 0141 620 4561
Email scottishjuniorfa@scottish-football.com www.scottishjuniorfa.com

SCOTTISH SCHOOLS F.A.

Secretary John Watson, Hampden Park, Glasgow G42 9AZ
Telephone(s) (B) 0141 620 4570; (M) 07889 617612; (H) 01236 766929;
Email john.watson@scottish-football.com www.scottishschoolsfa.com

SCOTTISH WELFARE F.A.

Secretary John Campbell, 61 High Street, Rothes AB38 7AY
Telephone (B) 01343 567 139; (M) 07527 387515
Email johncampbell@scottishwelfarefa.co.uk

SCOTTISH WOMEN'S FOOTBALL

Secretary Fiona McIntyre, Hampden Park, Glasgow G42 9DF
Telephone(s) (B) 0141 620 4580
Email swf@scottish-football.com www.scotwomensfootball.com

SCOTTISH YOUTH FOOTBALL ASSOCIATION

Secretary David Little, Hampden Park, Glasgow G42 9BF
Telephone(s) (B) 0141 620 4590; (M) 07939 573650; (H) 01355 236230;
(F) 0141 620 4591
Email syfa@scottish-football.com www.scottishyouthfa.co.uk

NATIONAL ASSOCIATIONS

IRISH FOOTBALL ASSOCIATION

Chief Exec Patrick Nelson, 20 Windsor Avenue, Belfast BT9 6EG
Telephone(s) (B) 02890 669458 (F) 02890 667620
W www.irishfa.com

THE FOOTBALL ASSOCIATION

Chief Exec Martin Glenn, Wembley Stadium, Wembley Street, Wembley,
Middlesex HA9 0WS
Telephone(s) (B) 0844 980 8200 (F) 0844 980 8201
W www.thefa.com

THE FOOTBALL ASSOCIATION OF WALES

Chief Exec Jonathan Ford, 11/12 Neptune Court, Vanguard Way, Cardiff CF24 5PJ
Telephone(s) (B) 02920 435830 (F) 02920 496953
W www.faw.org.uk

RECOGNISED LEAGUES

THE SCOTTISH PROFESSIONAL FOOTBALL LEAGUE

Secretary Iain Blair, Hampden Park, Glasgow G42 9DE
Telephone(s) (B) 0141 620 4140; (M) 07775 877234; (F) 0141 620 4141
Email iainblair@spfl.co.uk www.spfl.co.uk

THE SCOTTISH HIGHLAND FOOTBALL LEAGUE

Secretary Roderick Houston, 5 Lundie Drive, Golspie, Sutherland, KW10 6UF
Telephone(s) (M) 07876 761233 (H) 01408 634 011
Email secretary@highlandleague.com www.highlandfootballleague.com

THE SCOTTISH LOWLAND FOOTBALL LEAGUE

Secretary David Baxter, 23/5 South Elixia Place, Edinburgh, EH8 7PG
Telephone(s) (M) 07952 534015 (H) 0131 652 1633
Email secretary@slfl.co.uk

THE EAST OF SCOTLAND FOOTBALL LEAGUE

Secretary David Baxter, 23/5 South Elixia Place, Edinburgh, EH8 7PG
Telephone(s) (M) 07952 534015 (H) 0131 652 1633
Email leaguesecretary@eastofscotlandfa.co.uk

THE SOUTH OF SCOTLAND FOOTBALL LEAGUE

Secretary Richard Osborne, 29 Castle Street, Dumfries DG1 1DL
Telephone(s) (M) 07764259195; (H) 01387 209720;
Email richard.osborne1962@googlemail.com

REGISTER OF COMPETITIONS 2017/2018

The following is a list of competitions approved by the Scottish Football Association.

AFFILIATED ASSOCIATIONS

Aberdeenshire & District F.A.	Aberdeenshire & District F.A. Challenge Cup Aberdeenshire & District F.A. Shield
East of Scotland F.A.	East of Scotland Cup East of Scotland Shield King Cup East of Scotland Qualifying Cup Alex Jack Cup
Fife F.A.	The Fife Cup
Forfarshire F.A.	Forfarshire F.A. Challenge Cup
Glasgow F.A.	The City of Glasgow Cup
North of Scotland F.A.	North of Scotland Cup North of Scotland FA U20 League
Southern Counties F.A.	Southern Counties FA Alba Cup Southern Counties FA Challenge Cup J Haig Gordon Memorial Trophy Potts Cup South & East Cup Winners Shield
Stirlingshire F.A.	Stirlingshire Cup
West of Scotland F.A.	Renfrewshire Cup & Renfrewshire Victoria Cup

LEAGUES

Aberdeenshire & District League	GPH Aberdeenshire & District FA League
East of Scotland League	East of Scotland Football League Championship East of Scotland Football Qualifying League East of Scotland Football League Cup
Scottish Highland Football League	SHFL League Championship SHFL League Cup SHFL Under 17 League Championship
North Caledonian League	North Caledonian League
Scottish Professional Football League	Ladbrokes Premiership Ladbrokes Championship Ladbrokes League 1 Ladbrokes League 2 The Belfred Cup IRN BRU Cup SPFL Development League Division 1 SPFL Development League Division 2
South of Scotland Football League	South of Scotland Football League South of Scotland Football League Cup
Scottish Lowland League	League Championship League Cup Lowland and East of Scotland Under 20 Development League Knock Out Cup Lowland and East of Scotland Under 20 Development League Cup Lowland and East of Scotland Under 20 Development League Championship Lowland and East of Scotland Under 20 Development League Challenge Cup

RECOGNISED BODIES & COMPETITIONS

North Caledonian F.A.	Chic Allan Cup North Caledonian Cup Football Times Cup Jock Mackay Cup Tommy Ross Memorial Cup
Wigtownshire & District F.A.	Cree Lodge Cup Tweedie Cup

REFEREE OPERATIONS

LIST OF REFEREES - SEASON 2017/18

The names of all referees who are approved by the Referee Committee for matches involving a club or clubs in full or associate membership are contained in this list.

In accordance with the terms of Article 90.2 of the Articles of Association, unless the rules of a European or other competition prescribe to the contrary, or unless the Association gives permission to the contrary, every match in which a club in full or associate membership is engaged within Scotland shall be controlled by a referee whose name is included within this list.

Category 1 Referees

Greg Aitken
Euan Anderson
Graham Beaton
John Beaton
Craig Charleston
Kevin Clancy
William Collum
Barry Cook
Andrew Dallas
Gavin Duncan
Stephen Finnie
Kevin Graham
Grant Irvine
Steven Kirkland
David Lowe
Bobby Madden
John McKendrick
Steven McLean
Scott Millar
Ryan Milne
Alan Muir
David Munro
Craig Napier
Alan Newlands
Mat Northcroft
Steven Reid
Don Robertson
Mike Roncone
Gavin Ross
Colin Steven
Craig Thomson
Nick Walsh

Category 1 Development Referees

Stephen Brown
Lorraine Watson
David Dickinson
Chris Graham
Scott Lambie
Peter Stuart

Duncan Williams
Lloyd Wilson

Category 2 Referees

Garry Doherty
Chris Fordyce
Stephen Graham
Kyle Hall
Stewart Luke
Matthew MacDermid
Calum Scott
Duncan Smith
William Wilson

Category 2 Development Referees

Connor Ashwood
Evan Cairns
Jordan Curran
Liam Duncan
Chris Gentles
Graham Grainger
Ross Hardie
Calum Haswell
Craig King
Dan McFarlane (Ab)
Chris McNab
Ryan Oliver
Alex Shepherd
Greg Soutar
Steven Traynor
Colin Whyte
Craig Wilson

Category 3 Specialist Assistant Referees

Michael Banks
Sean Carr
Graham Chambers
Frank Connor

Willie Conquer
Anthony Cooper
Gordon Crawford
Ralph Gordon
Gavin Harris
Ross Haswell
Gary Hilland
Stuart Hodge
Joseph Lawson
Graeme Leslie
Alastair Mather
John McCrossan
David McGeachie
Mark McLean
Kylie McMullan
Graham McNeillie
Andrew McWilliam
Andy Milne
Stephen Mitchell
Alan Mulvanny
Paul O'Neill
Dougie Potter
David Roome
Alasdair Ross
Douglas Ross
Ivan Stankovic
Stuart Stevenson
Graeme Stewart
Jordan Stokoe
Brian Templeton

Category 3 Specialist Assistant Referee Development

David Doig
David Dunne
Garry Farmer
Willie Ferguson
Drew Kirkland
Colin McAlpine
Kevin McElhinney
Daniel McFarlane (Lan)
David McKniff
Chris Phillips
Calum Spence

Category 3 Referees

Michael Addy
Mark Ainslie
Ross Anderson
Scott Anderson
Billy Baxter
Jonathan Bell
Euan Birch
Ross Birrell
Harry Bruce
David Burns
Jim Burns

Liam Butler
George Calder
Derek Crothers
Finlay Currie
Ben Dempster
Barry Dickson
Calum Doyle
Colin Drummond
Craig Ferguson
Eddie Ferguson
Blair Fraser
Tony Fullerton
Alan Grainger
Daniel Graves
Alastair Grieve
David Ingram
Ryan Kennedy
George King
Ryan Lee
Scott Leslie
Kevin Lindsay
Gary Logan
Scott Love
Alan Macfadyen
Simon MacLean
Ross MacLeod
Filippo Mazzoni
Gordon McCabe
Martin McCarthy
Mark McHendry
Chris McTiernan
Ross Menzies
Darren Munro
Richard Murray
Jordan Paterson
Alan Proctor
Chris Rae
Barry Reid
Thomas Shaw
Will Smith
Iain Snedden
Steven Strang
Andy Taylor
Gavin Thomson
Robert Thomson (Lan)
Paul Timmons
David Watt
Raymond Whyte

Category 3 Development Referees

Daniel Adams
Scott Annandale
Jack Bell
Conor Brady
Kenny Brown
Frazer Bushell
Ross Clark
Blair Comerford
Jordan Cousland

Corey Craig
Andrew Craven
Paul Cummings
Billy Dewar-Riddick
Fabrice Dubois
Dawid Galazka
Jonathan Gall
Stephen Gill
Gary Hanvidge
Ian Hart
Greig Haynes
Sean Henderson
Martin Hristov
Chris Hughes
Elliott Husband Powton
Dale Kerr
Alastair Leghorn
Michael MacDermid
Laurie Mackinnon
Gary MacLean
David MacLennan
Craig Macrae
Nicky Marshall
Neil Matheson
David McAlinden
Paul McAvinue
Michael McCart
Gary McGregor
Steven McKay
Ryan Milne (A & P)
David Milton
Bart Misiak
Ross Nelson
Chris Newman
Stephen Nicol
Kieran O'Reilly
Terry Ormiston
Robert Peacock
Lee Pirie
Mark Rennie
John Stewart
Andrew Strang
Alastair Taylor
Danny Taylor
Robin Taylor
Cameron Telfer
Keiran Trayner
Michael Williamson
Steven Wilson

Stephen Foggin
Paul Hanlon
Alan Hogg
Graeme Jack
Scott Jamieson
Graham John
George MacDonald
Rodney Marshall
Keith Maskell
Stephen McDade
Mike McIlvenny
Dave McLaren
John Nicolson
Morag Pirie
Caryl Potten
Stewart Riddoch
Jamie Shepherd
Graeme Smith
Catalin Stan
Sean Sutherland
Rab Thomson (Edin)
Gary Toland
Mike Tumilty

Category 4 Referees

Molly Alexander
Boise Allan
George Anderson
Ally Bruce
Glen Carruthers
Billy Cooper
Derek Davidson
Gavin Dearie

REFEREE TARIFF 2017/18

Scottish Cup Ties	Referees	Assistant Referees	4th Officials	Additional ARs
Prelim Round 1	£120	£60		
Prelim Round 2	£120	£60		
Round 1	£120	£60		
Round 2	£180	£90		
Round 3	£255	£130		
Round 4	£485	£245	£245	
Round 5	£665	£335	£335	
Round 6	£765	£385	£385	
Semi-Final Rounds	£870	£435	£435	£435
Final Tie	£1,025	£515	£515	£515

Scottish FA Youth Cup	Referees	Assistant Referees	4th Officials
Rounds 1-4	£55	£30	
Quarter Final Ties	£75	£40	
Semi-Final Ties	£95	£50	
Final Tie	£115	£60	£60

Expenses

A 45p per mile rate is payable for travel expenses where a car is used. This payment is to be made to the driver of the car only – no expenses will be paid in respect of any fellow official travelling as a passenger.

Claims should be based on the point of departure for the match appointment i.e. home or work place as applicable – to the end point of the journey.

For match officials who travel by either train or bus, the standard fare as incurred will be reimbursed (for whole or part of journey, as applicable) on the submission of a receipt.

Match officials who travel independently to an agreed meeting point and then travel with another official by car to the match are entitled to submit a claim for such separate parts of their journey (to and from the match) as applicable.

Ground Inspector's Fee: £30.00

Should the match referee act as ground inspector, he/she shall be paid the inspection fee provided his/her inspection is made not less than 4 hours before the time of kick-off.

Postponed Matches

Should a match official not be notified of the postponement of a match before travelling, he/she shall be entitled to claim one half of the fee appropriate to the match, plus expenses, actually incurred, in accordance with the above tariff.

Hotel Allowance

A maximum hotel allowance of £75 is payable, when requests for overnight stays are sanctioned. A receipt requires to be submitted.

Match officials are not entitled to a payment for lost time when officiating at Cup ties.

Referees' Associations' Managers	
Aberdeen & District RA (Incorporating Orkney and Shetland)	Sandy Roy Mike Pocock (Assistant Manager)
Angus & Perthshire RA	Neil Watters Steve Pullar (Assistant Manager)
Ayrshire RA	Dougie Smith Jim Laird (Assistant Manager)
Edinburgh & District RA	Martin Clark Mark Doyle (Assistant Manager)
Fife RA	Stuart Macaulay Derek Lowe (Assistant Manager)
Glasgow RA	Alan Cunningham Bryan Robertson (Assistant Manager)
Lanarkshire RA	TBC George Drummond (Assistant Manager)
Moray & Banff RA	Bill Machray
North of Scotland RA	Billy Murray
Renfrewshire RA	Joe McDowall John Brown (Assistant Manager)
South of Scotland RA	Graeme Alison
Stirlingshire RA	Brian McGarry Ricky Mooney (Assistant Manager)

Referee Observers

Graeme Alison	Les Norris
Iain Brines	Mike Pocock
Jim Bruce	Bryan Robertson
Brian Cassidy	Sandy Roy
Kenny Clark	Dougie Smith
Martin Clark	George Smith
George Clyde	Louis Thow
Gerry Evans	Kevin Toner
Alan Freeland	Paul Watson
Ian Fyfe	Neil Watters
Douglas Hope	Brian Winter
Bill Machray	Douglas Yeats
Craig MacKay	John Young
Calum Murray	Willie Young
Euan Norris	

Assistant Referee Observers

Martin Cryans	John McElhinney
Alan Cunningham	Brian McGarry
George Drummond	Stewart Shearer
Stuart Macaulay	Keith Sorbie
Joe McDowall	

Secretaries Of Referees' Associations

Aberdeen and District (Incorporating Orkney and Shetland)

Roddy Cobb, 36 Berrywell Road, Dyce, Aberdeen, AB21 7DB

Tel. Nos.(Business)	01224 380532
(Mobile)	07769 636400
(Home)	01224 729610
e-mail (Business)	rodny.cobb@eu.weatherford.com
(Home)	rodycobb@sky.com
website	www.aberdeenanddistrictreferees.co.uk

Angus and Perthshire

Brian Connelly, 77 Strachan Avenue, Broughty Ferry, Dundee, DD5 1RF

Tel. Nos.(Mobile)	07946 046899
(Home)	01382 736271
e-mail (Home)	bconnelly@blueyonder.co.uk
website	www.aprefs.co.uk

Ayrshire

Derrick Park, 17 James Crescent, Irvine, KA12 0UL
Tel. Nos.(Home) 01294 277388
(Mobile) 07738 352764
e-mail (Home) secretary@ayrshirerefs.co.uk
website www.ayrshirerefs.co.uk

Edinburgh and District

Vikki Allan, Flat 24, 12 Arneil Drive, Edinburgh, EH5 2GS
Tel. Nos.(Mobile) 0739 222 0928
(Home) 0131 237 7191
e-mail (Home) secretary.edra@gmail.com
website www.edinburghrefs.com

Fife

Liam Redpath, 5 Cunningham Place, Glenrothes, KY6 1AS
Tel. Nos.(Home) 01592 753860
(Mobile) 07881 279254
e-mail (Home) secretary@fiferefees.co.uk
website www.fiferefees.co.uk

Glasgow

Gary Hilland, 139 Craigflower Road, Glasgow, G53 7XX
Tel. Nos.(Business) 0141 201 5417
(Mobile) 07748 114902
(Home) 0141 881 3655
e-mail (Home) secretary@glasgowreferees.co.uk
website www.glasgowreferees.co.uk

Lanarkshire

Donnie MacKinnon, 5 Rice Way, Muirhouse, Motherwell, ML1 4FT
Tel. Nos.(Home) 01698 268187
(Mobile) 07841 735398
e-mail (Home) donniemac997@msn.com
website www.sfar-lanarkshire.org.uk

Moray and Banff

John Black, 3 Charleston, Roseisle, near Elgin, IV30 5YG
Tel. Nos.(Mobile) 07713 358554
(Home) 01343 831563
e-mail (Home) john698black@btinternet.com
website www.mbreferes.co.uk

North of Scotland

Eric Robertson, "Rogie", 1a Wellside Road, Balloch, Inverness, IV2 7GS
Tel. Nos.(Mobile) 07786 364155
(Home) 01463 798488
e-mail (Home) er.robertson@btinternet.com
website www.nosref.org.uk

Renfrewshire

Stephen Martin, 4 Gallacher Drive, Paisley, PA1 9HE
Tel. Nos.(Home) 01505 810238
(Mobile) 07814 839478
e-mail (Home) renfrewshiresecretary@gmail.com
website renfrewshirerefees.org.uk

South of Scotland

Rod Williamson, "Carronvale", 9 Minden Drive, Dumfries, DG1 4DZ

Tel. Nos.(Business)	01387 269595
(Mobile)	07801 685586
(Home)	01387 251876
e-mail (Business)	rsw@carsontrötter.co.uk
(Home)	williamson71@btinternet.com

Stirlingshire

Wes Boulstridge, "Dunottar", 3 Paris Avenue, Denny, FK6 5AB

Tel. Nos.(Mobile)	07933 987604
(Home)	01324 823190
e-mail (Home)	wes.boulstridge@yahoo.co.uk
(Home)	wesbsec@ymail.com
website	www.sfar-stirlingshire.co.uk

MEMORANDUM OF ASSOCIATION

The Scottish Football Association, Limited

The Companies (Consolidation) Act, 1908. Company Limited by Guarantee.

1. The name of the Association is "The Scottish Football Association Limited."

2. The Registered Office of the Association shall be situated in Scotland.

3. The objects for which the Association is established are:-

- (1) To acquire and take over the whole property and assets of the present Scottish Football Association, and to discharge the same and the office-bearers thereof of all such property and assets.
- (2) To promote, foster and develop, in all its branches without discrimination against any organisation or person for reason of age, gender, disability, ethnicity, language, religion or politics, the game of Association football, and to take all such steps as may be deemed necessary or advisable for preventing infringements of the rules of the game, or other improper methods or practices in the game, and for protecting it from abuses.
- (3) To support and promote the principle of Fair Play by encouraging everyone involved in football to read, understand and accept the Laws of the Game, to show respect to opponents and to behave in a sporting manner both on and off the field of play.
- (4) To promote organisations designed to foster in all its branches the development of the game of football, training and regulation of players and referees, sportsmanship, security in relation to spectating and all other aspects of the game by subscribing for shares, loan stock, warrants or other instruments in such organisations, or becoming involved as a member of unincorporated organisations and to facilitate the drafting and adoption of the Constitution or Memorandum and Articles of Association of such organisations.
- (5) To make, adopt, vary and publish rules, regulations, bye-laws and conditions for the regulation of the said game or otherwise, and to take all such steps as shall be deemed necessary or advisable for enforcing such regulations, bye-laws and conditions.
- (6) To promote, provide for, regulate and manage in all or any of the required details or arrangements, including any arrangements for the benefit of associations or clubs, football competitions, contests, and matches, international or otherwise, in Scotland or elsewhere, and things as may be considered necessary, and to do or provide for all or any such matters and things as may be considered necessary for or ancillary to the comfort, conduct, conveyance, convenience, or benefit of players and of the public, or of any other persons concerned or engaged in such competitions, contests, or matches.
- (7) To accept, take over, or otherwise acquire all cups, shields, and other prizes, and to provide for the proper custody, insurance, protection, exhibition, awarding, distribution, or loan of or other dealing with all or any of the same.
- (8) To provide for, make, and vary all such rules, regulations, and bye-laws as to amateur and non-amateur players as may from time to time be determined on.
- (9) To provide by rules, regulations, and bye-laws, or otherwise, for deciding and settling all differences that may arise between football associations, clubs, or players, or any persons, who are members of, or alleged to be members of, or are employed or engaged by, any such associations or clubs, or any other persons in reference to due compliance with the Laws of the Game, or the rules, regulations, or bye-laws of the association, or to contracts or to any other matter of dispute or difference arising between such associations, clubs, or persons, or any of them, and whether this Association is concerned in such dispute, or difference or not, and to make such provisions for enforcing any award or decisions as may seem fit.
- (10) To co-operate with or assist any football association or club in any way in which the Association shall think proper, and to enter into or adopt any agreement or arrangements with such association or club.

- (11) To co-operate with the International Football Association Board in all matters relating to international or other competitions or otherwise relating to the game of football or the rules or regulations affecting the same.
- (12) To purchase, lease, or otherwise acquire any heritable, leasehold, or other property, or any estate or interest whatever, which may be necessary for or calculated to promote or assist in the promotion of any of the objects of the Association.
- (13) To build, construct, maintain, alter, remove, or rebuild any buildings, offices, and dwelling-houses, and to clear sites for the same, or to join with any person, firm, or company in doing any of the things aforesaid, and to work, manage, and control the same, or join others in so doing.
- (14) To acquire, lay out, improve, hold, use, or turn to account in any way football grounds, or other athletic grounds, with all such pavilions, buildings, erections, and easements and with all necessary fittings and accessories as the Association may deem advisable.
- (15) To sell or otherwise dispose of the whole or any part of the undertaking of the Association, either together or in portions, for such considerations and on such terms as may be agreed.
- (16) To promote, support, or assist in all or any such athletic contests of sport for which any property of the Association may be available, or which may be determined on or approved by the Association.
- (17) To improve, develop, manage, mortgage, let, sell, dispose of, or otherwise deal with, all or any part of the property and rights of the Association.
- (18) To act as trustees for any associations, or clubs, and as such trustees to hold any real or personal property upon such trusts, and with and subject to such powers and provisions, as may be approved of.
- (19) To invest and deal with the monies of the Association not immediately required upon such securities and in such manner as may from time to time be thought fit.
- (20) To lend and advance money or give credit to such persons and on such terms as may be thought fit, and in particular to members of and persons dealing with or associated with the Association.
- (21) To borrow or raise money in such manner as the Association shall think fit.
- (22) To support and subscribe to any religious, charitable, or public objects, to take over, set aside, or provide for a benevolent fund, and to grant or continue pensions, annuities, compensations, or other awards or benefits in money or otherwise to players or other persons disabled or superannuated or otherwise requiring assistance, or to widows or orphans of, or other persons dependent wholly or partially on, any players or other persons who may die or be disabled or be otherwise incapacitated from earning a living, or who may be, in the opinion of the Association, deserving or having such assistance rendered.
- (23) To subscribe out of the funds of the Association to any such fund, club or institution, charitable or otherwise, and in such manner, as the Association may deem advisable.
- (24) To amalgamate or co-operate with any association, club, or body having all or any of their objects similar to any of the objects of the Association.
- (25) To draw, make, accept, endorse, discount, execute, and issue bills of exchange, promissory notes, and other instruments, so as to be negotiable or transferable by delivery, or to order, or otherwise.
- (26) To pay all or any expenses incurred in connection with the formation and incorporation of the Association.
- (27) To effect insurances against risk of loss to the Association, or against risk or accident to any servants of the Association in the course of their employment by the Association, and to pay premiums on any such insurance.
- (28) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interest in, or securities of, any other association having objects altogether, or in part, similar to those of this Association, or carrying on any business which may directly or indirectly assist any business carried out by this Association.

- (29) To distribute among the members of the Association in kind any property of the Association.
- (30) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
- (31) To guarantee the payment of any monies or the performance of any contracts, liabilities, duties, obligations or engagements of any company, firm, trust, organisation or person, and to become liable or responsible for money, and to undertake obligations of every kind and description, upon such terms as the Association may consider desirable and without prejudice to the generality thereof and with or without the Association receiving any consideration, to guarantee and/or to give security (either by way of mortgage or charge on all or any part of the property and undertaking present and future, and the uncalled capital of the Association or otherwise) for the performance of the obligations of any company, firm, trust, organisation or person and the payment of principal of and dividends, interests and premiums on any stock, shares, debentures, debenture stock or other securities of any company.

It is hereby declared that each sub-paragraph of this sub-clause shall be construed independently of the other sub-paragraphs hereof and that none of the objects mentioned in any sub-paragraph shall be deemed to be merely subsidiary to the objects mentioned in any other sub-paragraph.

4. The liability of each member is limited to £1, being the amount that each member undertakes to contribute to the assets of the Association in the event of its being wound up while it is a member or within one year after it ceases to be a member, for (a) payment of the Association's debts and liabilities contracted before it ceases to be a member, (b) payment of the costs, charges and expenses of winding up and (c) adjustment of the rights of the contributories among themselves.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of the Memorandum of Association.

NAMES, ADDRESSES, AND DESCRIPTION OF SUBSCRIBERS

R.M. Christie, of Dunblane Football Club, Westlands, Dunblane.

Alex Stevenson, of the Falkirk Football Club, Ella House, Falkirk.

Robert Dixon, of the Greenock Morton Football Club Limited, Old Post Office Buildings, Greenock.

W.T. McCulloch, of the Arbroath Football Club, 53 Lambhill Street, Glasgow.

Thomas Watson, of the Royal Albert Football Club, Kamesburgh Terrace, Uddingston.

W.M. Ward, of Partick Thistle Football Club Limited, 235 Dumbarton Road, Partick.

A. McLauchlan, of Lanarkshire Association, 5 Bothwell Circus, Glasgow.

Dated the Twenty-sixth day of September,
Nineteen hundred and three.

Witness to the above signatures,
WILLIAM SHAW,
of 45 West George Street, Glasgow
Clerk-at-Law.

ARTICLES OF ASSOCIATION

THE COMPANIES ACTS 1862 TO 2006

PRIVATE COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

OF

THE SCOTTISH FOOTBALL ASSOCIATION LIMITED

(AS ADOPTED BY SPECIAL RESOLUTION PASSED ON 7TH JUNE 2011 AND AS AMENDED BY SPECIAL RESOLUTIONS
FROM TIME TO TIME THEREAFTER)

THE SCOTTISH FOOTBALL ASSOCIATION LIMITED

TABLE OF CONTENTS

Page 54. Preliminary

Article 1	Interpretation
Article 2	Exclusion of Table C

Page 62. The Scottish FA and its Membership

Article 3	The Scottish FA
Article 4	Members
Article 5	Obligations and Duties of Members
Article 6	Application and Fees
Article 7	Certificate of Membership
Article 8	Annual Subscription
Article 9	Constitution of Members
Article 10	Official Return
Article 11	Disclosure of Persons with Significant Control
Article 12	Financial Records
Article 13	Dual Interests in Clubs
Article 14	Prohibition on Transfer of Membership
Article 15	Suspension or Termination of Membership
Article 16	Cessation of Membership
Article 17	Dissolution of the Scottish FA

Page 73. Clubs, Associations, Leagues, Matches, etc.

Article 18	Formation of Associations, Leagues, etc.
Article 19	Charity Committees, etc.
Article 20	Matches
Article 21	Approval of Matches/Competitions
Article 22	Testimonial Matches
Article 23	Transmission of Matches
Article 24	Not Used
Article 25	Match Finances: Complaints
Article 26	Gambling
Article 27	Misconduct with Intent to Influence Result
Article 28	Responsibility of Clubs/Behaviour of Spectators
Article 29	Programmes, Publicity, etc.
Article 30	Playing Shirt Requirements
Article 31	Playing Fields
Article 32	Not Used
Article 33	Participation in a Cup Tie
Article 34	Registration Procedures
Article 35	Club Licensing

Page 79. General Meetings and Voting

Article 36	Annual General Meeting
Article 37	General Meetings
Article 38	Notice
Article 39	Proposed Amendments to the Articles or the Challenge Cup Competition Rules
Article 40	Representation at General Meetings
Article 41	Annual General Meeting Business
Article 42	Quorum at General Meetings
Article 43	Chairman
Article 44	Adjournment

Article 45	Votes of Members
Article 46	Proxy Voting

Page 84. The Honorary Office-Bearers and the Office-Bearers

Article 47	The Honorary Office-Bearers and the Office-Bearers
Article 48	Nomination of Candidates as Office-Bearers

Page 86. The Congress

Article 49	Purpose of the Congress
Article 50	Composition
Article 51	Representation on the Congress
Article 51.1	Scottish Professional Football League Representatives
Article 51.2	League Representatives
Article 51.3	Affiliated National Association Representatives
Article 51.4	Representatives of the Football Family
Article 52	Obligations, Rights and Duties of Congress Members
Article 52.3	Membership Card
Article 53	Quorum of the Congress
Article 54	Chairman of the Congress
Article 55	Voting at Congress Meetings

Page 90. Term of Office of Honorary Office-Bearers, Office-Bearers and Members of the Congress

Article 56	General
Article 57	Honorary Office-Bearers and Office-Bearers
Article 58	Not Used
Article 59	Members of the Congress
Article 60	Disqualification of Members of the Congress and Directors

Page 93. The Board

Article 61	Composition of the Board
Article 62	Powers of the Board
Article 63	Committees: General
Article 64	Delegation of Powers by the Board: Specific
Article 64.3	The Professional Game Board
Article 64.4	The Non-Professional Game Board
Article 65	The Judicial Panel
Article 66	Proceedings of the Board
Article 67	Minutes
Article 68	Validity of Acts
Article 69	Secretary

Page 101. General Provisions Applicable to Honorary Office-Bearers, Office-Bearers, Members of the Congress and Directors

Article 70	Indemnity, etc.
Article 71	Remuneration and Expenses
Article 72	Liberty to Contract

Page 103. Commercial and Financial

Article 73	Commercial Arrangements
Article 74	Sponsorship
Article 75	Execution and Authentication of Documents
Article 76	Financial Accounts
Article 77	Audit

Page 105. Players

Article 78	Status
Article 79	Subject to Articles and Rules
Article 80	Prohibition on Approach to Registered Player
Article 81	Reversion of Transfer of Registration Rights
Article 82	International Selection
Article 83	Not Used
Article 84	Registration for Competitions
Article 85	Representatives of Players and Working with Intermediaries

Page 108. Provisions Applicable to Recognised Football Bodies, Clubs, Players, etc.

Article 86	Communications and Enquiries
Article 87	Acceptance of Awards, etc.

Page 109. Anti-Doping

Article 88	The Anti-Doping Regulations
------------	-----------------------------

Page 110. Referees

Article 89	Referees
Article 90	Register of Referees
Article 91	Participation as a Player or Representative of a Recognised Football Body
Article 92	Payment to Referees
Article 93	Discussion of Points of Play

Page 112. Penalties

Article 94	Judicial Panel's Powers
Article 95	Infringement of the Articles
Article 96	Other Sanctions
Article 97	Failure to Pay a Fine
Article 98	Not Used

Page 114. Resolution of Disputes between Members

Article 99	Arbitration
------------	-------------

Page 118. Notices

Article 100	Notices
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PRELIMINARY

1. Interpretation

1.1 In these Articles, unless expressly provided otherwise:-

“the Act”	means the Companies Act 2006;
“Affiliated Association”	means an association which is in full membership of the Scottish FA, other than an Affiliated National Association;
“Affiliated National Association”	means each of the Scottish Amateur Football Association, the Scottish Junior Football Association, the Scottish Schools’ Football Association, the Scottish Welfare Football Association, Scottish Women’s Football and the Scottish Youth Football Association;
“amateur”	shall have the meaning ascribed to it in Article 78.1;
“Annual General Meeting”	means the annual general meeting of the Scottish FA;
“the Anti-Doping Regulations”	means the Anti-Doping Regulations of the Scottish FA which came into force on 12th December 2006 as such shall be amended by the Board from time to time;
“these Articles”	means these Articles of Association;
“an associated person”	means any body or person who is involved in Association Football in Scotland under the auspices of or pursuant to a contract with a member;
“associate member”	means a club or association which had previously been admitted as an associate member of the Scottish FA;
“Association Football”	means any football played under the jurisdiction of FIFA and in accordance with the Laws of the Game;
“authorised club”	means a club as defined herein and any other football club in membership of a National Association;
“the Board”	means the board of directors of the Scottish FA, which shall comprise all of the Directors from time to time, as constituted in accordance with these Articles;
“Board Protocols”	means the protocols promulgated by the Board from time to time in relation to the operation of the Board, the Professional Game Board, the Non-Professional Game Board, the Congress, the Committees and sub-committees;
“Category”	means (i) female or male gender; (ii) colour, race, nationality (including citizenship), language or ethnic or national origin; (iii) membership of a religious group or of a social or cultural group with any perceived religious affiliation; (iv) sexual orientation; (v) transgender identity (being any one or more of transvestism, transsexualism, inter-sexuality or change of gender); and (vi) disability (being a physical or mental impairment of any kind);
“the Challenge Cup Competition”	means “The Scottish Cup”;
“the Challenge Cup Competition Rules”	means the rules laid down by the Scottish FA governing the conduct of the Challenge Cup Competition;
“Chief Executive”	means, subject to Article 69, the Secretary of the Scottish FA from time to time;
“club”	means a football club playing Association Football in accordance with the provisions set out in Article 6 and, except where the context otherwise requires, includes the owner and operator of such club;
“Club Licence”	means the licence secured and maintained by the clubs in membership of the Scottish FA, an Affiliated Association or an Affiliated National Association upon compliance with the Club Licensing Procedures;

“Club Licensing”	means the process by which clubs in membership of the Scottish FA, an Affiliated Association or an Affiliated National Association satisfy the Club Licensing Procedures and secure and maintain a Club Licence;
“Club Licensing Procedures”	means the procedures and criteria promulgated by the Board and/ or UEFA (as appropriate), respectively, from time to time in connection with Club Licensing of the clubs in membership of the Scottish FA, an Affiliated Association or an Affiliated National Association;
“Code of Conduct”	means the code of conduct for members of the Congress as promulgated by the Board from time to time;
“Committee”	means a committee of the whole Board or a committee consisting of Directors, members of the Congress and co-opted persons, in each case formed in terms of Article 63;
“communications”	shall have the meaning ascribed to it in the Electronic Communications Act 2000;
“Control”	means the power of a person(s) to secure that the affairs of a club are conducted in accordance with the wishes of that person(s): (i) by means of the holding of shares, or the possession of voting power, in or in relation to that club, directly or indirectly; or (ii) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating that club, and “a Change of Control” occurs if a person who controls any club ceases to do so or if another person(s) acquires control of it;
“co-opted person”	means a person who is neither a Director nor a member of the Congress appointed as a member of a Committee or a sub-committee under the terms of Article 63;
“the Congress”	means the Congress of the Scottish FA for the time being and from time to time as constituted in accordance with these Articles;
“Court of Arbitration for Sport”	means the Court of Arbitration for Sport created by the International Court of Arbitration for Sport, whose arbitration procedure shall be available to members, players and referees where specifically provided for in these Articles;
“the Directors”	means the directors of the Scottish FA from time to time, who shall each be a member of the Board as constituted by these Articles;
“Disciplinary Procedures”	means the disciplinary procedures of the Scottish FA to deal with incidents and/or acts of misconduct occurring at or in the environs of or associated with a match forming part of the Judicial Panel Protocol;
“Disclosure”	means a certificate disclosing criminal history and other relevant information issued by Disclosure Scotland;
“Disclosure Scotland”	means the executive agency of the Scottish Government which discharges Scottish Ministers’ functions under Part V of the Police Act 1997 and the Protection of Vulnerable Groups (Scotland) Act 2007 for the purpose of issuing certificates disclosing criminal history and other relevant information to organisations and any successor or replacement bodies therefor;

“Disorderly Conduct”	shall include, but not be limited to, the following: (i) conduct which stirs up or sustains or is likely or designed to stir up or sustain, hatred or ill will against or towards a group of persons based on their membership or presumed membership of a group defined by reference to a Category or against an individual who is or is presumed to be, by the person or persons engaged in the Conduct, to be a member of such group; (ii) using threatening, abusive, or insulting words or conduct; (iii) displaying any writing or other thing which is threatening, abusive or insulting; (iv) using words or conduct or displaying any writing or other thing which indicates support for, or affiliation to, or celebration of, or opposition to an organisation or group proscribed in terms of the Terrorism Act 2000 and any successive or replacement legislation thereto; (v) any incursion onto the field of play, or the pitch side area, other than as part of an emergency evacuation; or (vi) the possession of or the discharging of any pyrotechnic device, smoke device, or similar item;
“the East of Scotland Football League”	means the unincorporated association of football clubs called The East of Scotland Football League;
“electronic communications”	shall have the meaning ascribed to it in the Electronic Communications Act 2000;
“FIFA”	means Federation of International Football Associations;
“FIFA Intermediary Regulations”	means the FIFA Regulations on Working with Intermediaries, as may be amended from time to time;
“the first meeting”	shall have the meaning ascribed to it in Article 66.6;
“Football Family”	means PFA Scotland, Managers & Coaches Association, Scottish Senior Football Referees’ Association, Sportscotland, and such relevant respective collectives of the media and/or supporters in Scotland as are agreed by the Board from time to time;
“full member”	means a club or association which is a full member of the Scottish FA and the expression “full membership” shall be construed accordingly;
“general meeting”	means a general meeting of the Scottish FA;
“General Meeting”	means a general meeting of the Scottish FA other than an Annual General Meeting;
“Honorary Office-Bearer”	means an Honorary Vice-President;
“Honorary Vice-President”	means an Honorary Vice-President of the Scottish FA appointed in terms of Article 57;
“IFAB”	means the International Football Association Board;
“Independent Non-Executive Directors”	means those Directors who are not also Office-Bearers, the Chief Executive or a member of the Professional Game Board or the Non-Professional Game Board;
“Independent Scrutineers”	means the 3 individuals appointed by the Board to review any proposed amendments by the Board to the Judicial Panel Protocol who will be independent of the Scottish FA and the members and will have appropriate professional experience and background to discharge the role of scrutineer;

“insolvency event”	means circumstances where a member suspends, or threatens to suspend payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; the convening of a meeting for the purpose of considering a resolution for the winding up of a member; the appointment of any provisional liquidator to a member; the liquidation of a member (other than for the purposes of a bona fide solvent reconstruction); the making of an administration order or an order by the court appointing an interim manager or manager or the court making an order in terms of paragraph 13(3)(b) of Schedule B1 of the Insolvency Act 1986 in relation to a member; the appointment of an administrator by the directors or by a qualifying charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986) of a member; the appointment of a receiver (including without limitation an administrative receiver) in respect of the whole or any part of the property, assets and/or undertaking of a member; the appointment by a court of a judicial factor, receiver or manager in respect of a member; the entering into by a member of a voluntary arrangement with its creditors; circumstances where a creditor or encumbrancer of a member attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any significant or material part of such member’s assets, and such attachment or process is not discharged within 14 days; or any proceedings or step is taken or any court order in any jurisdiction made which has the same or substantially similar effect to any of the foregoing;
“insolvency practitioner”	means a person qualified to act as an insolvency practitioner in terms of Part XIII of the Insolvency Act 1986;
“Intermediary”	means any person or persons who carries out or seeks to carry out an Intermediary Activity and has completed the relevant Intermediary Declaration Form;
“Intermediary Activity”	shall have the meaning ascribed to it in Annex I of the Intermediary Regulations;
“Intermediary Declaration Form”	means the form prescribed by the Board from time to time to be completed by the Intermediary;
“Intermediary Regulations”	means the Scottish FA Working with Intermediaries Regulations which came into force on 1st April 2015 as such shall be amended by the Board from time to time;
“International Match Calendar”	means the calendar of fixed dates, approved by FIFA, for the playing of matches by national teams of confederations of FIFA and of member associations;
“Judicial Panel”	means the body with that name formed by the Board in terms of Article 65;
“Judicial Panel Protocol”	means the protocol relating to the operation of the Judicial Panel promulgated by the Board from time to time in accordance with Article 65 which will incorporate the Disciplinary Procedures and will also set out disciplinary rules;
“Laws of the Game”	means the laws of the game of Association Football promulgated and amended by IFAB from time to time;
“the Licensing Committee”	means the Committee established by the Board pursuant to the Board Protocols to discharge the remit set out in the Board Protocols;
“List of Referees”	means the list of referees, as defined by the Referee Committee, from which appointments will be made to matches involving clubs in full membership of the Scottish FA;

“match official”	means a referee and/or an assistant referee and/or a 4th official and/or an additional assistant referee and/or a referee observer; a referee who is a member of the Registration Scheme for Referees shall be deemed a “match official” for the purposes of these Articles and the Judicial Panel Protocol;
“member”	means a full member and/or a registered member of the Scottish FA, and the expression “membership” shall be construed accordingly;
“members of the Congress”	means the Office Bearers and the ordinary members of the Congress (including the Directors);
“Membership Criteria”	means the criteria promulgated by the Board from time to time in connection with qualifying for full membership of the Scottish FA in terms of Article 6;
“Memorandum”	means the memorandum of association of the Scottish FA;
“National Association”	means a national association in membership of FIFA;
“Non-Professional Game Board”	means the body with that name formed in terms of Article 64;
“Notice to Refer”	shall have the meaning ascribed to it in Article 99.16;
“Office”	means the registered office of the Scottish FA for the time being;
“Office-Bearers”	means the President and the Vice-President;
“official”	means any shareholder controlling, directly or indirectly, more than 50 per cent of the voting rights attached to the shares (if any) in a club or recognised football body or any person having a function or duty or position involving authority or trust within a club or recognised football body, including any such person who is able to exercise control over the majority of the board of any such club or recognised football body (whether or not such person is himself intimated to the Registrar of Companies as holding the office of director), all of whom should be included on the Official Return of a club or recognised football body;
“official match”	means, solely for the purposes of the Registration Procedures, a competitive match involving a club’s first team;
“Official Return”	means the annual return of particulars submitted by full members using the form prescribed by the Board from time to time, together with all changes from time to time to such return as are permitted by the Board, all as set out in Article 10;
“ordinary member of Congress”	means a member of the Congress other than the Office-Bearers, appointed in terms of Article 51;
“the Parties”	shall have the meaning ascribed to it in Article 99.19;
“person with significant control”	shall have the meaning ascribed to it in Article 11.2(c);
“play”	means to engage in a match or game in which the number of players in each team is more than 5, other than Futsal, at which a charge for admission is made or collection is taken or money raised in any form, or to engage in any competition or competitive match in which the number of players in each team is more than 5;
“player”	means a player participating in Association Football under the jurisdiction of the Scottish FA;
“President”	means the President of the Scottish FA elected in terms of Articles 56 and 57;
“professional”	shall have the meaning ascribed to it in Article 78.1, except that in the context of a league it shall mean that the clubs in such league are deemed by the Board as professional under the Club Licensing Procedures and any league that is not professional shall be “non-professional”;
“Professional Game Board”	means the body with that name formed in terms of Article 64;
“Prohibited Method”	shall have the meaning ascribed to it in the Anti-Doping Regulations;
“Prohibited Substance”	shall have the meaning ascribed to it in the Anti-Doping Regulations;

“Proxy Notice”	means a notice in writing containing the information set out in Article 46.2;
“recognised football body”	means an Affiliated Association, an Affiliated National Association or an association, league or other combination of clubs, players, officials or referees formed with the consent of the Scottish FA in terms of Article 18, or such bodies or persons as may be formed with the consent of an Affiliated National Association in terms of Article 18;
“referee”	means a referee who is a member of the Registration Scheme for Referees; any reference to referee shall include match official;
“Referee Committee”	means the Committee under that title formed in terms of Article 63 to supervise the refereeing aspects of the game;
“Referees’ Association”	means an association of referees, formed with the consent of the Scottish FA in terms of Article 18;
“the Referring Party”	shall have the meaning ascribed to it in Article 99.16;
“registered ground”	means the sports ground of which the full member has sole use, or shared use, approved by the Scottish FA, and such member must be in a position to establish security of tenure for the ground and to play matches as and whenever required, all as notified to the Scottish FA in the Official Return;
“registered member”	means a club or association which has been admitted as a registered member of the Scottish FA in accordance with the provisions of Article 6.2 and the expression “registered membership” shall be construed accordingly;
“Register of Competitions”	means the list of approved leagues and competitions which is compiled annually in accordance with Article 18.4;
“Registration Procedures”	means the procedures promulgated by the Board from time to time in connection with the registration of players and also the licensing of Team Scouts;
“Registration Scheme for Referees”	means the register maintained by the Scottish FA of all qualified and registered referees in membership of a Referees’ Association who participate in Association Football under the jurisdiction of the Scottish FA;
“religious group”	means a group of persons defined by reference to their religious belief or lack of religious belief, membership of or adherence to a church or religious organisation, support for the culture and traditions of a church or religious organisation and/or participation in activities associated with such a culture or such traditions;
“representatives of the Football Family”	means those individuals nominated to represent each member of the Football Family in the Congress;
“required particulars”	shall have the meaning ascribed to it in Article 11.2(b);
“the Respondents”	shall have the meaning ascribed to it in Article 99.19;
“the Scottish FA”	means The Scottish Football Association Limited (Company Number SC005453) whose registered office is at Hampden Park, Glasgow G42 9AY;
“the Scottish Highland Football League”	means the unincorporated association of football clubs called The Scottish Highland Football League;
“the Scottish Lowland Football League”	means the unincorporated association of football clubs called The Scottish Lowland Football League;
“the Scottish Professional Football League”	means the combination of association football clubs known as The Scottish Professional Football League, operating under and administered and managed by The Scottish Professional Football League Limited, a company incorporated under the Companies Act 1985 (Registered No. 175364) and having its Registered Office at Hampden Park, Glasgow G42 9DE, and any successor thereto from time to time; where the context admits, references in these Articles to the Scottish Professional Football League shall be deemed to include The Scottish Professional Football League Limited;

“Season”	means the period from the day of the Annual General Meeting in one year through to the day prior to the next Annual General Meeting;
“the South of Scotland Football League”	means the unincorporated association of football clubs called The South of Scotland Football League;
“Secretary”	means the Secretary of the Scottish FA appointed by the Board in accordance with Article 69 and shall include, subject to the provisions of the Act, an assistant or deputy Secretary appointed in terms of Article 69;
“the Secretary’s Notice”	shall have the meaning ascribed to it in Article 99.19;
“supporter”	means an individual who follows or purports to follow a club;
“Team Official”	means the manager, assistant manager, or first team coach (or equivalent as applicable) of a club;
“Team Official/Team Staff Form”	means the form as prescribed by the Board from time to time to be submitted by the club giving details of the Team Official and/or member of Team Staff, as the case may be, in accordance with Articles 5.3 and 10;
“Team Scout”	means a person employed or acting on behalf of a club, holding a licence issued by the Scottish FA, who undertakes scouting activities for and on behalf of such club;
“Team Scout Form”	means the form as prescribed by the Board from time to time to be submitted by the member giving details of its Team Scout(s) in accordance with Articles 5.4 and 10;
“Team Staff”	means those individuals, other than players, authorised to represent a club within the technical area at any match (including the Team Officials);
“the Tribunal”	shall have the meaning ascribed to it in Article 99.19;
“the Tribunal Candidate List”	shall have the meaning ascribed to it in Article 99.18;
“the Tribunal Chairman”	shall have the meaning ascribed to it in Article 99.19;
“UEFA”	means Union of European Football Associations;
“Unacceptable Conduct”	means Violent Conduct and/or Disorderly Conduct as the context so requires;
“Vice-President”	means the Vice-President of the Scottish FA elected in terms of Articles 56 and 57;
“Violent Conduct”	means conduct where there is (i) actual, attempted or threatened physical violence against a person or persons; or (ii) intentional damage to property; and
“working day”	means a day (other than a Saturday or Sunday) on which banks are open for normal banking business in Scotland.

- 1.2 In these Articles, unless expressly provided otherwise:-
- (a) words and expressions which have particular meanings in the Act shall have the same meanings in these Articles;
 - (b) a reference to any statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, including any subordinate legislation from time to time made under it and any amendment or re-enactment, and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;
 - (c) words importing the singular only shall include the plural and vice versa;
 - (d) words importing any gender shall include all genders;
 - (e) words importing natural persons shall include corporations;
 - (f) references to an “**Article**” are to the relevant article of these Articles;
 - (g) references to “**printed forms**”, “**forms**” or “**in writing**” include the use of appropriate electronic media; and
 - (h) any phrase introduced by the terms “**including**”, “**includes**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.3 The headings in these Articles are inserted for convenience only and shall not affect the construction of these Articles.
- 2. Exclusion of Table C**
- 2.1 The regulations contained in Table C in The Companies (Tables A to F) Regulations 1985 (as amended by The Companies (Tables A to F) (Amendment) Regulations 1985) and in any Table C applicable to the Scottish FA under any former enactment relating to companies shall not apply to the Scottish FA.
- 2.2 For the avoidance of doubt, the model articles for private companies limited by guarantee contained in Schedule 2 to The Companies (Model Articles) Regulations 2008 shall not apply to the Scottish FA.

THE SCOTTISH FA AND ITS MEMBERSHIP

3. THE SCOTTISH FA

The Scottish FA is a member of FIFA and UEFA. Accordingly, it is itself obliged to:-

- (a) observe the principles of loyalty, integrity and sportsmanship in accordance with the principles of fair play;
- (b) comply with the statutes, regulations, directives, codes and decisions and the International Match Calendar of FIFA, UEFA and the Court of Arbitration for Sport, and the Laws of the Game;
- (c) recognise and submit to the jurisdiction of the Court of Arbitration for Sport as specified in the relevant provisions of the FIFA Statutes and the UEFA Statutes;
- (d) use its best endeavours, to the extent legally permissible, to procure that in the final instance any dispute arising under these Articles (and which is referred to it) is determined by arbitration pursuant to Article 99; and
- (e) use its best endeavours to ensure that the leagues, clubs, players, officials, matches and Intermediary under its jurisdiction (through their statutes, licences, regulations or any other written document) acknowledge and accept all the above mentioned obligations and agree to be bound by and observe these Articles.

4. MEMBERS

- 4.1 The aggregate number of full members of the Scottish FA shall be restricted to 200 and the Board may from time to time register an increase of such members within that limit.
- 4.2 Members shall be of two classes:- full members and registered members.
- 4.3 Notwithstanding anything contained in or implied by these Articles, the Affiliated National Associations shall be deemed to be full members of the Scottish FA.
- 4.4 Members cannot become members of any other National Association without the express authority of The Scottish FA, the prospective National Association and FIFA. For the avoidance of doubt, the express authority of the Scottish FA for the acceptance of membership in any other National Association can be granted only by the adoption of a special resolution to that effect by the members in a general meeting. Such general meeting, as aforesaid, to be arranged by the Board no later than three months before the notice of the member's intention to resign, retire from membership or cease for whatever reason being a member of the Scottish FA becomes effective. The Board shall have no power to grant such express authority on behalf of the Scottish FA, although it will have the power to issue recommendations in respect of any application made by any member pursuant to this Article 4.4.
- 4.5 In order to retain their full membership of the Scottish FA, members, which do not have a Club Licence, are required to secure such a Club Licence and those members which have a Club Licence, are required to retain their Club Licence throughout their entire period of membership. Failure to so secure and thereafter retain the Club Licence shall be a cause for the Judicial Panel to consider the status of such membership of the Scottish FA in accordance with the terms of Article 15.

5. OBLIGATIONS AND DUTIES OF MEMBERS

- 5.1 All members shall:-
 - (a) observe the principles of loyalty, integrity and sportsmanship in accordance with the rules of fair play;
 - (b) be subject to and shall comply with:-
 - (i) these Articles;
 - (ii) the Judicial Panel Protocol;

- (iii) the Challenge Cup Competition Rules;
 - (iv) the Registration Procedures;
 - (v) International Match Calendar;
 - (vi) Club Licensing Procedures; and
 - (vii) any statutes, regulations, directives, codes, decisions promulgated by the Board, the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee or sub-committee, FIFA, UEFA or the Court of Arbitration for Sport;
- (c) recognise and submit to the jurisdiction of the Court of Arbitration for Sport as specified in the relevant provisions of the FIFA Statutes and the UEFA Statutes;
- (d) respect the Laws of the Game;
- (e) refrain from engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010; and
- (f) behave towards the Scottish FA and other members with the utmost good faith.
- 5.2 Each member shall procure that its officials, its Team Officials and its players, and shall use its best endeavours to procure that its Team Staff, its employees, its Team Scout(s) (other than its officials, its Team Officials or players):-
- (a) observe the principles of loyalty, integrity and sportsmanship in accordance with the rules of fair play;
 - (b) observe, submit to and comply with these Articles and the statutes, regulations;
 - (c) be subject to and shall comply with:-
 - (i) these Articles;
 - (ii) the Judicial Panel Protocol;
 - (iii) the Challenge Cup Competition Rules;
 - (iv) the Registration Procedures;
 - (v) International Match Calendar;
 - (vi) Club Licensing Procedures; and
 - (vii) any statutes, regulations, directives, codes, decisions promulgated by the Board, the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee or sub-committee, FIFA, UEFA or the Court of Arbitration for Sport;
 - (d) recognise and submit to the jurisdiction of the Court of Arbitration for Sport as specified in the provisions of the FIFA Statutes and the UEFA Statutes;
 - (e) observe the Laws of the Game; and
 - (f) refrain from engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.
- 5.3 Each member shall procure that each of its Team Officials, and/or each member of Team Staff, as the case may be, completes, signs and submits to the Scottish FA the Team Official/Team Staff Form prior to taking up his post. Until a completed Team Official/Team Staff Form has been submitted to the Scottish FA, the Team Official, and/or each member of Team Staff, as the case may be, in question will not be eligible to gain access to the technical area at any match involving the club by which he has been appointed.
- 5.4 Each member shall procure that each of its Team Scouts completes, signs and submits to the Scottish FA the Team Scout Form prior to the taking up of his post.
- 5.5 Each member shall ensure that it advises its officials, Team Officials, its Team Staff, Team Scout and its employees of all amendments to the Articles from time to time.
- 5.6 Each member hereby authorises the Scottish FA to communicate, engage and be the recipient of information, as the Scottish FA deems appropriate, with such governmental agencies (including but not

limited to HM Revenue and Customs) in respect of the financial affairs and operations of such member, subject to a duty of confidentiality to the member.

6. APPLICATION AND FEES

- 6.1 Clubs or associations undertaking to promote Association Football according to the Laws of the Game and these Articles and other rules of the Scottish FA may be admitted as registered members or full members, subject to the provisions of Articles 6.2 to 6.7 (both inclusive).
- 6.2 A club or association shall be admitted as a registered member automatically by reason of its being admitted as a member of an Affiliated Association or an Affiliated National Association, or in the case of a club through membership of or participation in an association, league or other combination of clubs formed in terms of Article 18 and in the case of an association by being formed in terms of Article 18, provided it is not already a full member. A registered member shall not be a member of more than one Affiliated Association or more than one Affiliated National Association. A registered member may apply at any time to become a full member.
- 6.3 A club or association desiring to qualify for full membership of the Scottish FA must meet, and commit to continuous compliance with, the Membership Criteria and amendments thereto as shall be promulgated by the Board from time to time in connection with the membership of the Scottish FA. No application for full membership of the Scottish FA shall be granted by the Board unless the Licensing Committee confirms to the Board that the applicant, if it is a club, has satisfied the minimum criteria as prescribed within the Club Licensing Procedures.
- 6.4 Applicants for full membership shall use such printed forms as shall from time to time be prescribed by the Board. Applications for full membership shall be lodged with the Secretary and must be accompanied by a copy of the applicant's constitution or rules and any other information concerning the applicant which the Board may require, together with a remittance for the amount of the application fee. The application fee for full membership shall be £2,000. This application fee is non-refundable, irrespective of the finalisation and/or outcome of the application process as narrated above.
- 6.5 A club or association accepted as a full member shall thereafter receive from the Secretary a copy of the Memorandum and these Articles, and such other rules and regulations of the Scottish FA as the Board may from time to time direct. These publications, in particular the Memorandum and these Articles, shall be placed in a convenient place so that any official, Team Official or player of such full member, on application, may have access thereto.
- 6.6 All applications for full membership shall be considered and decided by the Board and the Board's decision on the matter shall be final.
- 6.7 The constitutions of all Affiliated Associations, Affiliated National Associations and associations, leagues or other combinations of clubs formed in terms of Article 18 shall include a provision to the effect that membership of such body confers registered membership of the Scottish FA.
- 6.8 Not Used
- 6.9 Only those clubs in full membership of the Scottish FA are permitted to participate in professional leagues.

7. CERTIFICATE OF MEMBERSHIP

Full members shall be entitled to a certificate of membership in such form and terms as the Board may determine.

8. ANNUAL SUBSCRIPTION

The annual subscription for a registered member shall be prescribed by the recognised football body of which it is in membership.

9. CONSTITUTION OF MEMBERS

Any change or changes in the constitution or in the rules of a full member or of a recognised football body shall become operative only if it is/they are submitted to the Secretary in writing by electronic communication or by recorded delivery letter and have been approved by the Board.

10. OFFICIAL RETURN

10.1 Each full member shall lodge with the Secretary not later than 1st June in each year the Official Return and shall notify in writing without delay any subsequent changes to the details contained in such Official Return to the Secretary. Each full member will procure that the relevant office-bearer, secretary, director or member of the board of management or committee of such member will personally confirm to the Scottish FA, utilising the form prescribed by the Board, that:-

- (a) he has been furnished with a copy of these Articles and that, having read in particular this Article 10 and Article 13, the information supplied by him using the prescribed form is complete, true and accurate; and
- (b) he is a fit and proper person to hold such position within Association Football.

At the time of lodging the Official Return, as aforesaid, the member shall, without prejudice to its obligations under Article 10.3, disclose to the Scottish FA (i) any proposed changes to the details of any person listed on the Official Return, (ii) the appointment of any person, since the date of the last Official Return, who is required to be listed on the Official Return and (iii) any other matter relating to any person listed on the Official Return which the member (acting reasonably) believes may be relevant to the Board in determining whether such person is fit and proper to hold a position in Association Football.

10.2 The Official Return shall include details of all officials, office-bearers, secretary, directors or members of the board of management or committee of such member, Team Officials, with their full designation, profession, business or occupation and full service address, and also, subject to and in accordance with the provisions of Article 13, full details of the interest of such member or any official, office-bearer, secretary, director or member of the board of management or committee of such member and of its or his associates (as defined in Article 13.5) in any other member. The Board must be satisfied that any such person is fit and proper to hold such position within Association Football. The Board hereby reserves its discretion as to whether or not such a person is fit and proper, as aforesaid, after due consideration of all relevant facts which the Board has in its possession and knowledge, including the undernoted list which is acknowledged to be illustrative and not exhaustive:-

- (a) he is bankrupt or has made any arrangement or composition with his creditors generally;
- (b) he is under or is pending suspension imposed or confirmed by the Scottish FA;
- (c) he is listed in the Official Return of another club in full membership;
- (d) he is currently participating as a player of another member club or referee in Association Football;
- (e) he is the subject of an endorsed Disclosure from Disclosure Scotland;
- (f) he has been disqualified as a director pursuant to a disqualification order granted under the Company Directors' Disqualification Act 1986 within the previous five years or was serving a disqualification as a director pursuant to such Act at any time within the previous five years;
- (g) he has been convicted within the last 10 years of (i) an offence liable to imprisonment of two years or over, (ii) corruption or (iii) fraud;
- (h) he has been suspended or expelled by a National Association from involvement in the administration of a club;
- (i) he has been a director of a club in membership of any National Association within the 5-year period preceding such club having undergone an insolvency event;

- (j) he is currently under or is pending suspension imposed by or confirmed by the Scottish FA in accordance with the Anti-Doping Regulations.

All such persons (including the Team Officials) by allowing their details to be included on the Official Return or any amendment thereto, thereby agree to be bound by, comply with and be subject to these Articles and rules and regulations of the Scottish FA (as amended from time to time) whose decision on all matters shall be final and binding, subject to any appeals or arbitration procedure available in terms of or promulgated under these Articles, and the Official Returns and amendments thereto shall display prominently a notice to this effect.

- 10.3 In addition and without prejudice to the requirements imposed on members under Article 10.1, members shall intimate (i) any proposed changes to the details of any person listed on the Official Return, (ii) the appointment of any person who is required to be listed on the Official Return and (iii) any other matter relating to any person listed on the Official Return which the member (acting reasonably) believes may be relevant to the Board in determining whether such person is fit and proper to hold a position in Association Football, in each case to the Scottish FA from time to time by submitting any such proposed changes, appointments or matters to the Secretary within 10 working days of the effective date of such proposed changes, appointments or matters arising or coming to the attention of the relevant member, and the Board must be satisfied that such changes, appointments or matters are bona fide before granting permission thereto. In the event that any such changes, appointments or matters relate specifically to the appointment(s) of a Team Official of such member, the appointment must be intimated to the Scottish FA by the club by means of the Team Official/Team Staff Form and all in accordance with this Article 10. Notwithstanding the foregoing, in the event that any such changes relate to resignations, the member is required to intimate such change as soon as reasonably practicable after the resignation is effective.
- 10.4 All members shall ensure that all persons required to be specified on the Official Return, in accordance with this Article 10, are so specified on the Official Return and any variations thereto. All appointments must be intimated to the Scottish FA by means of the relevant form as prescribed by the Board from time to time, not being the Official Return.
- 10.5 A recognised football body which is entitled to nominate a representative to the Congress in terms of Article 51 shall similarly lodge with the Secretary not later than 1st June in each year the Official Return as provided in this Article 10. A recognised football body shall comply with the terms of Articles 10.3, 10.4 and 10.6.
- 10.6 In accordance with Article 5, members shall give full effect to all decisions of the Board in respect of the Board's determinations pursuant to this Article 10, subject to all rights of appeal by the relevant office-bearer, secretary, director, or member of the board of management or Team Staff of such member having been waived or exhausted.
- 10.7 Each club in full membership shall in its Official Return register its name, the name of its registered ground and its playing field dimensions and no such club shall remove to another ground without first obtaining the consent of the Board. Any club in full membership wishing to make any alteration to its name, or the name of its registered ground or its registered ground or its playing field dimensions must first obtain the prior written consent of the Board. No club in registered membership shall adopt in whole or in part the name of a club in full membership without the prior written consent of the Board.
- 10.8 In the event of a Change of Control of any club, the board of directors or the board of management or committee (as the case may be) of such club or the insolvency practitioner in relation to such club immediately prior to the Change of Control shall prepare and deliver to the Scottish FA (in such form as the Scottish FA shall prescribe from time to time) at the time of or prior to the Change of Control a certificate signed by an authorised signatory of the outgoing board of directors or the board of management or committee (as the case may be) of such club or the insolvency practitioner in relation to such club confirming that they have conducted an investigation into the provenance of the person(s) who is/are prepared to take Control of the club, having regard to the factors listed in Article 10.2, together with such other factors as they (acting reasonably) think fit. In the event that the Board is not satisfied that any such person(s) is or are fit and proper to hold a position within Association Football and determines that the outgoing board of directors or the board of management or committee (as the case may be) of the relevant club or the insolvency practitioner in relation to such club which prepared the certificate referred to in this Article 10.8 did not act with due care and attention in doing so, the club shall be

deemed to be in breach of these Articles and the Judicial Panel will have jurisdiction to deal with any such breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.

In addition to and without prejudice to the foregoing generality, the Scottish FA shall be provided with such additional information in respect of the proposed transaction as the Board deems appropriate, as soon as reasonably practicable prior to the Change of Control.

- 10.9 In the event that the Board considers that a person is not fit and proper to hold a relevant position within Association Football, the Board shall determine (in its sole discretion) what, if any, actions/consequences will apply in such circumstances.

11. DISCLOSURE OF PERSONS WITH SIGNIFICANT CONTROL

- 11.1 With effect from 1st January 2017, each club shall take reasonable steps to provide the Scottish FA with:

- (a) the required particulars of all persons with significant control over the club and, in the event that any such person is a legal person, the required particulars of the natural person(s) who ultimately has/have significant control over each such legal person, provided that if any such legal person is a trust, the club shall not be required to provide any required particulars which it would not be required to disclose pursuant to Part 21A of the Act; or
- (b) confirmation that it has established that it does not have any person with significant control or has reason to believe that there is/are a person(s) with significant control but has not been able to identify them, in each case as soon as reasonably practicable following
 - (i) a Change of Control or
 - (ii) receipt of a written request from the Scottish FA to do so.

- 11.2 For the purposes of these Articles:

- (a) a club's compliance with its obligations under section 790D of the Act and any guidance published by the Department for Business, Innovation & Skills from time to time in relation to identifying persons with significant control for the purposes of Part 21A of the Act shall be taken into account in determining whether a club has taken reasonable steps to provide the information or confirmation referred to in Article 11.1;
- (b) the "required particulars" are:
 - (i) for natural persons, name, service address, country or state (or part of the United Kingdom) in which the individual is usually resident, nationality and date of birth;
 - (ii) for legal persons, name, register in which it is entered and registration number (if any), registered or principal office, legal form and law by which it is governed; and
 - (iii) for all persons, the date on which that person became a person with significant control, the nature of that person's control, which of the conditions for being a person with significant control that person meets and that person's level of interest in the club;
- (c) a "person with significant control" is a person that (either alone or as one of a number of joint holders of the share or right in question) meets one or more of the following conditions:
 - (i) directly or indirectly holding more than 25% of the nominal share capital of the club or, if the club does not have a share capital, holding a right to share in more than 25% of the capital or, as the case may be, profits of the club;
 - (ii) directly or indirectly controlling more than 25% of the votes at general meetings of the club or, if the club does not hold general meetings at which matters are decided by the exercise of voting rights, exercising a right under the constitution of the club to block changes to the overall policy of the club or to the terms of its constitution;
 - (iii) directly or indirectly having the ability to appoint or remove those members of the board of directors or the board of management or committee (as the case may be) of the club who hold a majority of the voting rights at meetings of the board of directors or the board

of management or committee (as the case may be) of the club on all or substantially all matters;

(iv) holding the right to exercise (or actually does exercise) significant influence or control over the club;

(v) holding the right to exercise (or actually does exercise) significant influence or control over any trust or firm which has significant control (under one of (i) to (iv) above) over the club; and

(d) regard must be had to any guidance issued by the Secretary of State about the meaning of "significant influence or control" for the purposes of Schedule 1A to the Act in interpreting references in this Article 11 to "significant influence or control".

11.3 The Scottish FA shall be entitled to publish any required particulars provided to it pursuant to Article 11.1 to the extent that the club is required by law (or has otherwise elected) to keep any such required particulars available for inspection or submit them to a public register pursuant to Chapter 3 or Chapter 4 of Part 21A of the Act. For the avoidance of doubt, the Scottish FA shall not publish any such required particulars which are not otherwise generally available to the public or which are subject to protection from disclosure pursuant to section 790ZF of the Act or regulations made pursuant to section 790ZG of the Act.

11.4 Any failure by a club to comply with its obligations under Article 11.1 shall be deemed to be a breach of these Articles and the Judicial Panel will have jurisdiction to deal with any such breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.

12. FINANCIAL RECORDS

12.1 All clubs and recognised football bodies shall keep and maintain for a minimum period of 5 years detailed financial books and records in connection with their trading activities, including details of the ground and stand admissions, members tickets, turnstile arrangements and all other related activities.

12.2 The Board may arrange for an inspection of, and may require the relevant club or recognised football body to provide copies of, all such books, records and details for any purpose, including but not limited to Club Licensing. Such inspection may be conducted by the Board, or by such authorised employees of the Scottish FA, the Scottish FA's auditors or other professional advisers duly appointed by the Board on giving to any club or recognised football body reasonable notice of its intention to do so.

12.3 All payments, benefits or consideration of any description which are to be made to a player by or on behalf of a club in respect of or in connection with that player's playing or training activities for the said club (other than re-imbursment of expenses actually incurred) must be fully recorded within a written agreement between the club and the player which must be submitted to the Scottish FA.

13. DUAL INTERESTS IN CLUBS

13.1 Except with the prior written consent of the Board:-

(a) no club or nominee of a club; and

(b) no person, whether absolutely or as a trustee, either alone or in conjunction with one or more associates or solely through an associate or associates (even where such person has no formal interest), who:-

(i) is a member of a club; or

(ii) is involved in any capacity whatsoever in the management or administration of a club; or

(iii) has any power whatsoever to influence the management or administration of a club,

may at the same time either directly or indirectly:-

(a) be a member of another club; or

(b) be involved in any capacity whatsoever in the management or administration of another club; or

(c) have any power whatsoever to influence the management or administration of another club.

13.2 Except with the prior written consent of the Board, any person who (i) is a member of a club, (ii) is involved in any capacity whatsoever in the management or administration of a club or (iii) has any power whatsoever to influence the management or administration of a club may not take up any such role with another club until such time as the Scottish FA is reasonably satisfied that such person has ceased to hold such role in the first club. If this would require the relevant person to transfer his shares in the first club, the Scottish FA must be reasonably satisfied that the share transfer has been completed and that the shares have not been transferred to an associate. The criteria for assessing whether the position is satisfactory or not shall include provision to the Scottish FA of (a) a certified true copy of the register of members of the first club showing that the relevant person is no longer a member and that the shares have not been transferred to a person who is an associate and (b) a certificate from the secretary of the first club confirming that the procedures applied in the transfer of the shares by the person to whom this Article 13.2 applies complies with such club's constitution in all respects.

The Scottish FA must be reasonably satisfied about the transfer of his shares in the first club before such person can take up any such role at another club. The relevant person shall only be entitled to take up any of the aforementioned roles at another club prior to the transfer of his shares in the first club if the Scottish FA is reasonably satisfied that the shares have been placed into an irrevocable trust of which neither he nor any of his associates is a beneficiary and that he cannot exercise any rights or be entitled to any privileges in respect of such shares.

13.3 Without prejudice to the foregoing, (i) any club or nominee of a club and (ii) any person who (a) is a member of a club, (b) is involved in any capacity whatsoever in the management or administration of a club, or (c) has any power whatsoever to influence the management or administration of a club is required to notify the Board in writing within 7 days of any event which results, or would result, in it/him being entitled to hold or own, or its/his acquisition or dealing with, securities or shares in excess of 3% of the issued share capital of another club or the holding company of such club. This Article 13.3 is not to be construed as excluding from the ambit of Article 13.1 any holding by a club or a person to whom such Article applies of shares equal to or less than 3% of the issued share capital of another club or the holding company of such club.

13.4 The Scottish FA is authorised to request full disclosure of the identity of all of the shareholders of a member and details of all beneficial interests represented by any such shareholder and all members and other relevant persons under the jurisdiction of the Scottish FA will be required to meet all such requests without delay. Failure to do so will constitute a breach of these Articles and the Judicial Panel will have jurisdiction to deal with any such breach and to impose sanctions in relation to it.

13.5 For the purposes of this Article 13:-

(a) "**club**" means any club in membership of the Scottish FA and any club in membership of an association in membership of UEFA;

(b) "**person**" includes any body corporate and a partnership;

(c) "**associate**" means:-

(i) if the person referred to is an individual, (1) a close relative of that individual, including that individual's spouse, common law spouse, civil partner, parent, step parent, child, stepchild, uncle, aunt, nephew or niece, or a child or stepchild of such parent or spouse, common law spouse or civil partner or anyone else of a close relationship to that individual who in the opinion of the Board is or is likely to be acting in conjunction with that individual, (2) any company of which that individual or a close relative of such individual is a director or over which that individual or a close relative of such individual is able to exercise control or influence, and (3) any individual who is an employee or partner of that individual or a close relative of any such employee or partner; and

(ii) if the person referred to or any associate of that person is a body corporate, (1) any other body corporate associated with it either through the holding of shares in it or by reason of control by contract or other form of agreement, (2) any director or employee of that body corporate or other associated body corporate or any close relative of any such

director or employee, and (3) where any person has an agreement or arrangement, whether legally binding or not, with any other person in relation to the exercise of his voting power in a club or in relation to the holding or disposal of his interest in such club, that other person; and

- (d) “**member**” means involvement directly or indirectly (and whether as principal, trustee, nominee, beneficiary or in any other capacity) in a club as a shareholder, holder of options over any share, holder of convertible loans or securities or any like instrument, member of a company limited by guarantee, the holder of an interest in any unincorporated voluntary association, or as possessor of any other right of ownership or control in relation to a club.

13.6 In considering whether to give any such consent as may be required by this Article 13, the Board shall have regard to the need to promote and safeguard the interests and public profile of Association Football, its players, spectators and others concerned with the game and shall have regard also to these Articles, the rules and regulations of the Scottish FA and to the constitution and rules of those bodies of which the Scottish FA is in membership and, accordingly, any such consent shall be subject to such conditions as the Board shall consider appropriate in all the circumstances.

14. PROHIBITION ON TRANSFER OF MEMBERSHIP

14.1 It is not permissible for a member to transfer directly or indirectly its membership of the Scottish FA to another member or to any other entity, and any such transfer or attempt to effect such a transfer is prohibited, save as otherwise provided in this Article 14. Any member desirous of transferring its membership to another entity within its own administrative group for the purpose of internal solvent reconstruction must apply to the Board for permission to effect such transfer, such consent not to be unreasonably withheld or delayed. Any other application for transfer of membership will be reviewed by the Board, which will have complete discretion to reject or to grant such application on such terms and conditions as the Board may think fit.

14.2 Any member which is in breach of the provisions of Article 14.1 shall, if required, indemnify the Scottish FA, its players, the relevant recognised football body and its members against all losses, damages, liabilities, costs or expenses suffered or incurred by the Scottish FA, its players, the relevant recognised football body and its members which result directly or indirectly from such breach, including any loss of income or profits from any undertaking, commercial liaison, sponsorship, or arrangement entered into by the Scottish FA, its players, the relevant recognised football body or by any of its members.

15. SUSPENSION OR TERMINATION OF MEMBERSHIP

15.1 Subject to Article 15.3 full membership may be suspended or terminated by the Judicial Panel.

15.2 Registered membership shall be terminated automatically on the termination of the registered member’s membership of or participation in an Affiliated Association or an Affiliated National Association or any other recognised football body.

15.3 In respect of a Determination by a tribunal appointed from the Judicial Panel of the sanctions of suspension or termination of full membership, subject to the provisions set out below, all members will have the right to request a further appeal (following Determination by an Appellate Tribunal in terms of the Judicial Panel Protocol) against any such Determination to a freshly constituted Appellate Tribunal (a “**Second Appellate Tribunal**”).

- (a) A request for further appeal shall be restricted to the following four grounds:- that the Appellate Tribunal constituted under the Judicial Panel Protocol (the “**First Appellate Tribunal**”) (1) failed to give the member a fair hearing, (2) acted outwith its powers, (3) issued a Determination which it could not properly have issued on the facts of the case, or (4) made a determination of sanctions which were excessive or inappropriate.
- (b) A member may, not less than three working days after the date on which the Determination of the First Appellate Tribunal was communicated or delivered to the member, request that First Appellate Tribunal issue reasons in respect of its Determination that the sanctions of suspension or

termination of full membership be imposed.

- (c) A member wishing to request a further appeal shall send written notice of its request (a “Request”) to the Secretary, which request shall comprise the same details as required by Paragraph 15.2.1.4 of the Judicial Panel Protocol, together with a full statement of its permitted grounds of appeal and the nature and detail of each ground(s) upon which the member requests to rely. Such a Request shall be delivered to the Secretary within five working days following communication or delivery of the communication of the First Appellate Tribunal’s final Determination; or, where reasons were timeously requested, within five working days following the communication or delivery of reasons (failing which the right to request a further appeal shall fall).
- (d) The Request, and any submission to a Second Appellate Tribunal, shall only refer the question of the sanction of suspension or termination of full membership and any other sanction(s) imposed by the First Appellate Tribunal or by a preceding first instance tribunal shall not be reviewed by the Second Appellate Tribunal and shall remain effective.
- (e) Upon receipt of a Request, the Secretary shall submit such request to the Board. The Board shall decide, in its sole discretion, whether to give leave for a further appeal in terms of this Article 15.3. The Board shall generally deliver its decision within 14 days following its receipt of the Request.
- (f) A Second Appellate Tribunal shall proceed in accordance with the same provisions of the Judicial Panel Protocol which apply to an Appellate Tribunal, save that the Request shall be deemed to be the Notice of Appeal in terms of Paragraph 15.2.1 and the Deposit shall be paid within 7 days of the date of the Board’s letter giving leave for the second appeal. A member shall forfeit its right to further appeal if such member fails to pay the Deposit timeously.
- (g) For the avoidance of doubt, there shall be no further appeal from the Determination of a Second Appellate Tribunal. The Determination of a Second Appellate Tribunal will be final and binding.

16. CESSATION OF MEMBERSHIP

- 16.1 Except with the prior written consent of the Board, subject to the terms of Article 4.4 and further on such terms as specified by the Board, no full member shall resign, retire or cease for whatever reason to be a member of the Scottish FA unless it shall have given a minimum of 2 full seasons’ prior written notice of its intention to do so and such member does not owe any money to the Scottish FA or to any other member, or player or recognised football body on the expiry of such notice. The prior written notice required from the member, as aforesaid, shall be irrevocable. In the event that subsequent to providing such written notice the member intimates a desire not to resign, retire or cease for whatever reason to be a member of the Scottish FA, the written notice shall nonetheless remain extant and if the member wishes to continue in membership of the Scottish FA, it shall be required to apply for membership of the Scottish FA in accordance with Article 6.
- 16.2 Any full member which is in breach of the provisions of Article 16.1 shall, if required, indemnify the Scottish FA and its members, players and recognised football bodies against all losses, damages, liabilities, costs or expenses suffered or incurred by the Scottish FA and its members, players and recognised football bodies which result directly or indirectly from such breach, including any loss of income or profits from any undertaking, commercial liaison, sponsorship, or arrangement entered into by the Scottish FA or by any of its members.
- 16.3 A club or association ceasing to be a member for whatever reason shall thereupon forfeit all privileges of membership, save that liability as provided for in the Memorandum shall nevertheless continue. Any club or association ceasing to be a member for whatever reason shall nevertheless remain liable for and shall pay to the Scottish FA, its members, the players and recognised football bodies all monies which at such time may be due by such club or association to the Scottish FA, its members, the players and recognised football bodies.

17. DISSOLUTION OF THE SCOTTISH FA

If upon the winding up or dissolution of the Scottish FA there remains, after the satisfaction of all its debts

and liabilities, any property whatsoever, the same shall not be paid to or distributed amongst the members but shall be given or transferred to some other society, institution or organisation having objects similar to the objects of the Scottish FA and which shall prohibit the distribution of its income and property among its members to an extent at least as great as is imposed on the Scottish FA under or by virtue hereof, such a society, institution or organisation to be determined by the full members of the Scottish FA at or before the time of dissolution, and if and so far as effect cannot be given to such provision then to some charitable object.

CLUBS, ASSOCIATIONS, LEAGUES, MATCHES, ETC.

18. FORMATION OF ASSOCIATIONS, LEAGUES, ETC.

- 18.1 Associations, leagues or other combinations of clubs, officials, players or referees shall only be formed with the consent of the Scottish FA.
- 18.2 An Affiliated National Association may, where appropriate, and subject to the overriding authority of the Scottish FA, give consent to the formation of an association, league or other combination of clubs, officials or players which would normally be expected to participate in that grade of football.
- 18.3 All associations, leagues or other combinations of clubs, officials, players or referees shall observe these Articles and the rules, regulations, bye-laws and decisions of the Scottish FA.
- 18.4 All applications for consent to operate leagues and competitions other than leagues or competitions which come under the jurisdiction of an Affiliated National Association shall be lodged with the Secretary on a form approved by the Board accompanied by a copy of the applicant body's relative constitution and rules, and applications for continuance must be made on this form annually to be lodged with the Secretary not later than 30th June along with notification of any proposed alterations to such constitution and rules which must be approved by the Board before becoming operative.
- 18.5 Applications for consent to operate leagues and competitions which come under the jurisdiction of an Affiliated National Association shall be made in accordance with the respective provisions of such bodies.
- 18.6 Any association, league, or other combination of clubs, officials, players, or referees failing or refusing to obtain approval in conformity with Articles 18.1 and 18.2 shall be held to be ineligible and unauthorised and shall be debarred from all privileges and rights obtainable through membership of the Scottish FA or an Affiliated National Association.

19. CHARITY COMMITTEES, ETC.

Charity committees or associations shall not be formed without the prior written consent of the Board and on such terms as determined by the Board as it deems appropriate.

20. MATCHES

- 20.1 In any match played under the jurisdiction of the Scottish FA, other than the exception permitted in Article 20.2, all of the participating players shall be of the same gender.
- 20.2 Matches involving male and female players may be played, provided that all of the participating players are not older than 15 years of age on 1 January of the calendar year in which the season commenced.
- 20.3 The involvement of male and female players in footballing activities at any coaching or instructional course or event approved by the Scottish FA shall not be deemed to be matches for the purpose of Article 20.1.

21. APPROVAL OF MATCHES/COMPETITIONS

- 21.1 Subject to the terms of Article 18.4, a recognised football body or club may not participate in, organise or promote a football match or football competition, whether or not within Scotland, which is not approved by the Board and, where appropriate, the National Association in whose territory the football match or football competition will be held and of FIFA, except in exceptional circumstances. When seeking approval for such a football match or football competition such football body or club must submit the relevant football match or football competition regulations to the Board for prior approval. Prior written notice of such match or competition shall be lodged with the Secretary by the recognised football body or club concerned, unless otherwise pre-determined as specified hereinafter. If a match or competition is

or is to be arranged through the services of an agent, such agent must be in possession of a FIFA and/or a UEFA match agent's licence.

- 21.2 A full member club may play in matches or competitions which are organised or promoted or approved by the Scottish FA and in matches or competitions which are included in the Scottish FA's Register of Competitions, which is compiled annually. The prior written approval of the Board must be obtained for all proposed friendly matches involving a club in full membership. A club in full membership desiring to play or stage such a match must ensure that it does not conflict with a scheduled match of any neighbouring club which is in full membership.
- 21.3 Once submitted to and approved by the Board in accordance with Article 21.1, football match or football competition regulations need not be re-submitted on an annual basis to the Scottish FA unless there are proposed changes to the previously lodged submissions.
- 21.4 A registered member club, provided that it is eligible to do so, may play in a match or competition:-
- (a) which is organised or promoted by the Scottish FA;
 - (b) which is included in the Scottish FA's Register of Competitions; or
 - (c) which is under the jurisdiction of an Affiliated National Association.
- 21.5 A recognised football body or club may not participate in, organise or promote a football match or football competition involving a club or team which is not under the jurisdiction of the Scottish FA without the permission of the Scottish FA. Permission may be withheld if such club or team is not under the jurisdiction of a National Association in membership of FIFA.
- 21.6 A recognised football body or club intending to participate in, organise or promote a football match or football competition is required to observe the following conditions:-
- (a) the consent of the Scottish FA must be obtained before any contract or agreement relative to such match or competition is concluded;
 - (b) except as permitted under FIFA or UEFA regulations governing licensed match agents, a percentage of receipts from such match or competition may not be paid to any person or organisation arranging such a match or competition nor shall any other payment, whether in respect of a refund of expenses incurred or for any other reason, be made to any such person or organisation;
 - (c) application in writing for permission to participate in, organise or promote such match shall be lodged with the Secretary at least 7 days before the proposed date of such match;
 - (d) application in writing for permission to participate in, organise or promote such competition shall be lodged with the Secretary at least 84 days before the starting date of such competition and shall include:-
 - (i) if the competition is to be played in Scotland, a copy of the competition rules and the names of the teams intending to take part together with a copy of a letter from the National Association or other relevant football body under whose jurisdiction each team normally participates confirming that such team is authorised to participate; or
 - (ii) if the competition is to be played outwith Scotland, a copy of the competition rules translated if appropriate, together with proof of the authorisation of the competition by the National Association concerned and of the approval of the rules thereof by FIFA or by UEFA, as the case may be.
- 21.7 Clubs and players shall not compete in any match or competition where the number of players on each side is more than 5, the proceeds of which are not devoted to an authorised club or recognised football body or to some other object approved by the Scottish FA or by an Affiliated National Association where all the players involved in the match come under the jurisdiction of an Affiliated National Association. The playing of matches by private individuals for speculative purposes shall not be permitted.

22. TESTIMONIAL MATCHES

- 22.1 Testimonial matches may only be played with the consent of and subject to conditions approved by the Board, and applications shall be submitted in writing to the Secretary unless the beneficiary is a player, Team Official or official who would normally participate under the jurisdiction of an Affiliated National Association and both teams in such a match would likewise normally participate under the jurisdiction of an Affiliated National Association, in which case the application shall be considered and determined by the Affiliated National Association concerned. An audited income and expenditure statement relative to each testimonial match, and all corroborative vouchers and receipts, must be lodged with the Secretary or with the secretary of the Affiliated National Association concerned not later than 60 days after the date of such match, unless as otherwise authorised by the Board.
- 22.2 An application to play a testimonial match on behalf of a player of amateur status may be approved only if the player is in ill health and a medical certificate is produced, and the Board or the Affiliated National Association concerned is satisfied that there is good reason to play a match for such purpose.
- 22.3 A club may at its discretion, and with the prior permission of the Board or the Affiliated National Association concerned, allow the use of its ground for the purpose of a testimonial match.

23. TRANSMISSION OF MATCHES

A match played under the jurisdiction of the Scottish FA shall not be transmitted in whole or in part, in any form, or by any means, whether electronic, mechanical, recording, film, video, over the air, via cable, via the Internet (including online streaming), via mobile telephones, on demand, or otherwise, except with the prior consent of the Board. The Scottish FA shall retain all copyright and other intellectual property rights in matches in the Challenge Cup Competition and any other competitions played under the direct control of the Scottish FA.

24. NOT USED

25. MATCH FINANCES: COMPLAINTS

In any match not governed by the rules of a competition, any complaint relating to financial matters must be lodged with the Secretary in writing within 28 days from the date upon which the match was played or should have been played.

26. GAMBLING

- 26.1 A club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA shall not gamble in any way on a football match. Any such club or person found guilty of gambling of any description on football shall be deemed guilty of misconduct and shall be liable to such sanctions in respect thereof as are prescribed within the Judicial Panel Protocol.
- 26.2 A club, official, Team Official, other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA knowingly behaving in a manner, during or in connection with a match in which the party has participated or has any influence, either direct or indirect, which could give rise to an event in which they or any third party benefits financially through gambling shall be deemed guilty of serious misconduct and shall be liable to such sanctions in respect thereof as are prescribed within the Judicial Panel Protocol.

27. MISCONDUCT WITH INTENT TO INFLUENCE RESULT

- 27.1 Without prejudice to the generality of Articles 5.1(e) and 5.2(f), a club, official, Team Official or other member of Team Staff, player, referee or other person directly or indirectly offering or receiving a bonus or any other inducement to or from another club, official, player, referee or other person to influence

the result of a match or otherwise affect the conduct of a match shall be deemed guilty of serious misconduct.

27.2 Any club, official, Team Official or other member of Team Staff, player or referee who has been approached to be the target or is the target of attempted bribery must notify the Scottish FA forthwith.

28. RESPONSIBILITY OF CLUBS/BEHAVIOUR OF SPECTATORS

- 28.1 Each club must take all such steps as are reasonably practicable to ensure the safety, good conduct and good behaviour of its supporters on any ground. A club playing at its own ground or allowing its ground to be used for a match in which it is not participating shall also take all such steps as are reasonably practicable to ensure the safety, good conduct and good behaviour of all spectators at that ground.
- 28.2 A recognised football body which is directly responsible for organising a match under its jurisdiction shall take all such steps as are reasonably practicable to ensure the safety, good conduct and good behaviour of spectators at such match.
- 28.3 Misbehaviour by spectators before, during or at the close of a match resulting from the failure of a club or recognised football body to take all reasonably practicable steps as aforesaid shall render that club or recognised football body liable to disciplinary proceedings before the Judicial Panel, who will have jurisdiction to deal with the matter and to impose sanctions in respect thereof as prescribed within the Judicial Panel Protocol. Such misbehaviour must be reported to or brought to the attention of the Scottish FA within six (6) days of the day of the match.
- 28.4 In the event of a match being abandoned due to field invasion by spectators the Judicial Panel may impose such penalties as prescribed within the Judicial Panel Protocol.
- 28.5 A club playing at its own ground or allowing its ground to be used for a match in which it is not participating must ensure, so far as is reasonably practicable, (i) good order and security, (ii) that policies and procedures have been adopted and are implemented to prevent instances of Unacceptable Conduct, and (iii) that any instance of Unacceptable Conduct is effectively dealt with, all at its own ground, all on the occasion of a match.
- 28.6 A club using a third party club's registered ground for the playing of a match in which it is participating must ensure, so far as reasonably practicable, (i) good order and security, (ii) that policies and procedures have been adopted and are implemented to prevent instances of Unacceptable Conduct, and (iii) that any instance of Unacceptable Conduct is effectively dealt with, as if the match was being played at its own ground, all on the occasion of a match.
- 28.7 Each club must take all such steps as are reasonable practicable to identify any of its supporters who engage in Unacceptable Conduct at a match, and, so far as reasonably practicable, take proportionate disciplinary measures in respect of such supporters.
- 28.8 Each club must ensure, as far as is reasonably practicable, that its players, officials, supporters and any person exercising a function for or in connection with the club do not engage in Unacceptable Conduct at any club's ground on the occasion of a match.
- 28.9 Any failure by a club or, as the case may be, recognised football body, to discharge a requirement to which it is subject by virtue of any one or more of Articles 28.1, 28.2, 28.3, 28.5, 28.6, 28.7 and 28.8 shall constitute a breach of these Articles.
- 28.10 In any proceedings in terms of these Articles against a club in which it is alleged that there has been a failure by the club to discharge a requirement to which it is subject by virtue of any one or more of Articles 28.1, 28.2, 28.3, 28.5, 28.6, 28.7 and 28.8, it shall be for the club concerned to prove that it was not reasonably practicable to do more than was in fact done or (as the case may be) there was no better practicable means than were in fact used to discharge such requirement.
- 28.11 Proceedings in terms of these Articles against a club in which it is alleged that there has been a failure by that club to comply as required in accordance with any one or more of the provisions of this Article 28 may be commenced where the Scottish FA has received a written complaint or other written communication or has by any other means been brought to the attention of the Scottish FA which, in the opinion of the Scottish FA, provides grounds to believe that there has been a failure to so comply. The Judicial Panel shall have jurisdiction in the case of an alleged or apparent breach of Article 28.

- 28.12 The provisions of Articles 28.1 to 28.10 (both inclusive) shall not apply in the case of any match played under the jurisdiction of the Scottish Professional Football League, unless the board of directors of the Scottish Professional Football League shall request the Board to invoke the powers granted to it under these Articles.
- 28.13 Notwithstanding the above terms of Article 28.12, the Judicial Panel shall have jurisdiction in the case of an alleged or apparent breach of Articles 28.1 to 28.10 (both inclusive) arising as a result, directly or indirectly, of the actions or omissions of the Scottish Professional Football League.
- 28.14 Guidance in respect of the application of the terms of this Article 28 shall be promulgated by the Scottish FA from time to time. Observance of such guidance by a club or, as the case may be, recognised football body concerned in an alleged incident of Unacceptable Conduct, shall be taken cognisance of in respect of any proceedings under the jurisdiction of the Judicial Panel Protocol and, in particular, as regards whether such club or, as the case may be, recognised football body concerned, has done all that it was reasonably practicable for it to do or to have done in the circumstances.

29. PROGRAMMES, PUBLICITY, ETC.

- 29.1 A club or recognised football body which publishes, distributes, issues, sells or authorises a third party to publish, distribute, issue or sell a match programme or any other publication or audio/visual material of any description in any media now existing or hereinafter invented, including but not limited to the Internet, social networking or micro-blogging sites, shall be held responsible for all matters contained therein.
- 29.2 A club or recognised football body which publishes, distributes, issues, sells or authorises a third party to publish, distribute, issue or sell a match programme or any other publication or audio/visual material of any description in any media now existing or hereinafter invented, including but not limited to the Internet, social networking or micro-blogging sites, shall ensure that any such publications or audio/visual material does not contain any criticism of any match official calculated to indicate bias or incompetence on the part of such match official or to impinge upon his character.
- 29.3 A club or recognised football body issuing a match programme shall make available one page for promoting the Scottish FA's activities and interests, as from time to time may be decided by the Board.

30. PLAYING SHIRT REQUIREMENTS

Member clubs in full membership shall submit any proposed change in colour or design of the said club's playing shirt to the Board for prior written approval. Once approved the playing shirt shall be worn and no changes to it shall be made except with prior written permission of the Board. Furthermore, in matches played under the jurisdiction of the Scottish FA the players' shirts may carry advertising, subject to:-

- (a) compliance with the requirements relating to the dimensions of such advertising as laid down by the Board;
- (b) the name or logo and/or design to be used in such advertising having the prior written approval of the Board;
- (c) the provisions of the agreements negotiated with the broadcasting authorities in the case of televised matches;
- (d) the Scottish FA having the right to make and market whether by electronic, mechanical, film, video or other means recordings of matches played under its direct control in which such advertising is visible; and
- (e) shirt advertisements by tobacco manufacturers or for any tobacco related products or for any product bearing a name or image associated with any tobacco product or manufacturer being strictly prohibited.

31. PLAYING FIELDS

All clubs shall have a responsibility to ensure that the playing field of its registered ground is properly maintained and is of a standard of condition compliant with the Club Licensing Procedures where applicable.

32. NOT USED

33. PARTICIPATION IN A CUP TIE

- 33.1 Clubs eligible to compete in the Challenge Cup Competition shall be subject to and shall comply with both these Articles and the Challenge Cup Competition Rules, as amended from time to time.
- 33.2 All members eligible to compete in the Challenge Cup Competition, shall so compete in the Challenge Cup Competition.

34. REGISTRATION PROCEDURES

Clubs in full membership of the Scottish FA or in membership of an Affiliated Association or an Affiliated National Association, as the case may be, shall comply with the requirements of the Registration Procedures and amendments thereto as shall be promulgated by the Board from time to time in connection with the registration of players, irrespective of status, under the jurisdiction of the Scottish FA.

35. CLUB LICENSING

- 35.1 Clubs in full membership of the Scottish FA or in membership of an Affiliated Association or an Affiliated National Association, as the case may be, shall comply with the requirements of the Club Licensing Procedures.
- 35.2 It shall be for the Licensing Committee to determine, in the first instance, whether:-
- (a) a club has complied with the requirements of the Club Licensing Procedures; and
 - (b) to grant, suspend, refuse to grant or withdraw a Club Licence (on such terms and conditions as the Licensing Committee thinks fit) and, if a Club Licence is granted, which category of Club Licence to grant to the applicant club,

provided that the determination of the Licensing Committee will not be final and binding, and clubs will have the right to appeal against any determination made by the Licensing Committee to the Judicial Panel in accordance with the Judicial Panel Protocol.

GENERAL MEETINGS AND VOTING

36. ANNUAL GENERAL MEETING

The Scottish FA shall hold a general meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Board, and shall specify the meeting as such in the notices calling it.

37. GENERAL MEETINGS

- 37.1 All general meetings, other than Annual General Meetings, shall be called General Meetings. The Board may whenever it thinks fit convene a General Meeting. General Meetings shall also be convened on requisition in terms of Article 37.2 or in default may be convened by such requisitionists as provided in Sections 303 to 305 of the Act.
- 37.2 In addition to any right conferred on members by the Act, the Board shall, upon receiving a requisition in writing: (i) appealing against the suspension or expulsion of a member and signed by full members having not less than one-tenth of the total voting rights of all such members, or (ii) questioning an act or omission of the Board and signed by 10 or more full members of the Scottish FA, convene a General Meeting. Such requisitions must state the object of the meeting proposed to be called and shall be lodged with the Secretary, who shall be bound to convene the meeting within 21 days after the receipt of the requisition and in the event of his failing to do so the requisitionists may themselves convene the meeting.

38. NOTICE

- 38.1 At least 14 clear days' notice of every General Meeting shall be given and at least 21 clear days' notice of every Annual General Meeting shall be given. The notice shall specify the place, the day and the hour of the meeting, and in the case of special business the general nature of that business. Notice shall be given to such persons as are under these Articles or under the Act entitled to receive such notice from the Scottish FA. With the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of General Meetings, a meeting may be convened on such notice as those members may think fit.
- 38.2 Notice to be given to such persons entitled to receive such notice from the Scottish FA, as aforesaid, shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the Scottish FA. In this Article 38, "address" in relation to electronic communications includes any number or address used for the purposes of such communications.
- 38.3 No registered member shall be entitled to receive notice of or attend or vote at any general meeting.

39. PROPOSED AMENDMENTS TO THESE ARTICLES OR THE CHALLENGE CUP COMPETITION RULES

- 39.1 Notice in writing of any addition or alteration proposed to be made to these Articles and/or the Challenge Cup Competition Rules must be lodged with the Secretary either in hard copy or by electronic communication not later than 28th February in each year by the full member or the Director desiring such addition or alteration to be made, for consideration by the Board prior to the Annual General Meeting or for action under Article 37.1 if the Board deems such action desirable, provided that the Board shall not be required to take any action in respect of any such proposal if written support from at least one full member or a Director in addition to the full member or the Director making such proposal is not submitted together with the notice of the proposal in accordance with the foregoing.
- 39.2 If, on receipt of a proposal submitted in accordance with Article 39.1, the Board is of the opinion (acting reasonably) that the addition(s) and/or alteration(s) proposed to be made to these Articles and/or the Challenge Cup Competition Rules do(es) not take account of all additions and alterations which would be required to be made to these Articles and the Challenge Cup Competition Rules in consequence of the adoption of such proposal, the full member or the Director lodging such proposal shall be required to

work in conjunction with the Secretary and his staff to notify the Board in writing of all such consequential additions and alterations within three weeks of being notified of the requirement so to do by the Secretary. If the Board is not satisfied (acting reasonably) that all such consequential additions and alterations have been notified to it within the time period specified, then the Board will not be required to take any further action in respect of the proposal, which will be deemed to have fallen.

40. REPRESENTATION AT GENERAL MEETINGS

- 40.1 Each full member shall be entitled to appoint one representative to attend all general meetings, subject to the following conditions:-
- (a) a representative of a club in full membership shall only represent one club and he shall not be listed in the Official Return of any other club. He must be an office-bearer, secretary, director or member of the board of management or committee of the club he represents and must have been notified as such in the Official Return lodged by his club;
 - (b) the provisions of Article 40.1(a) shall apply to a representative of an Affiliated Association or an Affiliated National Association in full membership, save that references therein to "club" shall be construed as references to such Affiliated Association or Affiliated National Association, as the case may be;
 - (c) a representative must not be a participating player in Association Football;
 - (d) a representative of a member which is under suspension shall be debarred from attending at any general meeting and no member shall be represented at any general meeting by any person under suspension imposed or confirmed by the Scottish FA;
 - (e) no person owing money to the Scottish FA shall represent a member at any general meeting;
 - (f) a representative of a club which has failed to play or to complete its participation in the Challenge Cup Competition in the immediately preceding playing season shall be debarred from attending the Annual General Meeting unless otherwise decided by the Board;
 - (g) a representative of a club subject to Club Licensing which has had its Club Licence suspended for whatever reason shall be debarred from attending the Annual General Meeting; and
 - (h) no person being a Director shall represent a member at any general meeting. The member, on whose Official Return the Director is specified, shall be entitled to send a representative to a general meeting so long as such person is not a Director.
- 40.2 A recognised football body which is entitled to nominate a representative to the Congress in terms of Article 51 shall be entitled to send one representative to all general meetings but shall not be entitled to vote thereat. Such representative must be listed in the Official Return of the recognised football body concerned.
- 40.3 Without prejudice to the terms of Article 40.1, each full member shall be entitled to send one representative in an observer capacity only to all general meetings provided that such representative shall not be entitled to speak or vote thereat nor shall he be counted in the quorum for the meeting(s) which he attends. This representative must be an office-bearer, secretary, director or member of the board of management or committee of the full member he represents and must have been notified as such in the Official Return lodged by such full member.

41. ANNUAL GENERAL MEETING BUSINESS

The business to be transacted at the Annual General Meeting shall be:-

- (a) to receive the report of the Board;
- (b) to receive and consider the accounts and balance sheet of the Scottish FA and the report of the auditors thereon;
- (c) to elect or re-elect, as the case may be, the Office-Bearers and the Independent Non-Executive Directors;
- (d) to appoint auditors and authorise the Board to fix their remuneration;
- (e) to consider proposed alterations, if any, to the Challenge Cup Competition Rules; and
- (f) all such other business as by statute and these Articles can be transacted at general meetings.

42. QUORUM AT GENERAL MEETINGS

- 42.1 No business shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. 20 members entitled to be represented at general meetings and to vote thereat shall be a quorum.
- 42.2 If within 30 minutes from the time appointed for any general meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week at the same time and, if available, the same place, and if at such adjourned meeting a quorum is not present it shall stand adjourned sine die.

43. CHAIRMAN

- 43.1 The President or, in his absence, the Vice-President, shall preside as chairman at every general meeting. If at any general meeting neither the President nor the Vice-President is present within 15 minutes after the time appointed for holding such meeting, the members represented and entitled to vote shall choose one of their number to be chairman of the meeting.
- 43.2 The chairman at all general meetings shall have a casting as well as a deliberative vote.

44. ADJOURNMENT

The chairman may, with the consent of the meeting at which a quorum is present, adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. Whenever a meeting is adjourned for 30 days or more or to a different place, at least 7 clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Save as aforesaid it shall not be necessary to give notice of an adjournment.

45. VOTES OF MEMBERS

- 45.1 At general meetings:-
 - (a) matters requiring to be passed by ordinary resolution shall be so passed if the relevant resolution is carried by a simple majority of the members who, being present and entitled to vote upon the resolution, do vote; and
 - (b) matters requiring to be passed by special resolution shall be so passed if the relevant resolution is carried by a majority of not less than three-fourths of the members who, being present and entitled to vote upon the resolution, do vote.

- 45.2 Other than as provided in Article 45.3, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.
- 45.3 Notwithstanding the terms of Articles 45.2 and 45.6, if voting is required at the Annual General Meeting for the election or re-election as the case may be of the Office-Bearers or the Independent Non-Executive Directors, it shall be by ballot.
- 45.4 Every member entitled to be represented at general meetings shall have one vote.
- 45.5. A member otherwise entitled to be represented at general meetings shall not be entitled to vote thereat unless all monies due by such member to the Scottish FA shall have been paid.
- 45.6 A declaration by the chairman of the general meeting that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority and an entry to that effect in the minute book of the Scottish FA shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution.
- 45.7 Without prejudice to the generality of Article 5.1(e), no member shall, directly or indirectly, offer any bribe, consideration or other improper inducement to any other member for the purpose of procuring a vote and for any member to accept such offer.

46. PROXY VOTING

- 46.1 Each member entitled to be represented at general meetings shall be entitled to appoint another person as its proxy to exercise all or any of its rights to attend and to speak and vote at a general meeting.
- 46.2 Proxies may only validly be appointed by a proxy notice which:-
- (a) states the name and address of the member appointing the proxy;
 - (b) identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Board may determine; and
 - (d) is delivered to the Scottish FA in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- 46.3 The Scottish FA may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes.
- 46.4 Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 46.5. Unless a Proxy Notice indicates otherwise, it must be treated as:-
- (a) granting the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.
- 46.6 On a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote, save that a proxy has one vote for and one vote against the resolution if:-
- (a) the proxy has been duly appointed by more than one member entitled to vote on the resolution; and

- (b) the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against it.
- 46.7 The appointment of a proxy to vote on a matter at a general meeting authorises the proxy to demand, or join in demanding, a poll on that matter.
- 46.8 On a poll taken at a general meeting, the voting rights of a member may be exercised by any proxy present who has been duly appointed by such member in relation to the resolution in respect of which the poll is taken.
- 46.9 A member which is entitled to attend, speak or vote (either on a show of hands or a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Scottish FA by or on behalf of that member.
- 46.10 An appointment made under a Proxy Notice may be revoked by delivering to the Scottish FA a notice given by or on behalf of the member by or on behalf of which the proxy was given.
- 46.11 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 46.12 If a Proxy Notice is not executed by the member appointing the proxy, it must be accompanied by written evidence of the authority of the member who executed it to execute it on the appointer's behalf.
- 46.13 A Proxy Notice to be effective must be lodged with the Secretary at the Office not less than 48 hours before the time for holding the meeting or adjourned meeting and in calculating such period no account shall be taken of any part of a day that is not a working day.

THE HONORARY OFFICE-BEARERS AND THE OFFICE-BEARERS

47. THE HONORARY OFFICE-BEARERS AND THE OFFICE-BEARERS

- 47.1 The Honorary Office-Bearers and the Office-Bearers shall consist of not more than:-
- (a) the President;
 - (b) the Vice-President; and
 - (c) such former Presidents as are appointed by the Board from time to time as Honorary Vice-Presidents.
- 47.2 An Office-Bearer shall not belong to or have any prohibited connection with the same member club as any other Office-Bearer.
- 47.3 An Office-Bearer, for the period of his term of office as an Office-Bearer, shall be entitled, at any time during the period of his term of office as an Office-Bearer, to renounce all connections with the club on whose Official Return he is specified, subject to prior written intimation to the Board.
- 47.4 At the expiry, or earlier termination, of his period of office, each Office-Bearer who renounced his connection with the club or the full member on whose Official Return he was specified immediately prior to the commencement of the period of his term of office shall be entitled to renew his connections with his former club or full member (as the case may be).
- 47.5 For the avoidance of all doubt, neither the exercise by an Office-Bearer of his right in terms of Article 47.3 shall in any way whatsoever prejudice nor impinge upon the power, authority and role of such Office-Bearer as contained within these Articles.

48. NOMINATION OF CANDIDATES AS OFFICE-BEARERS

- 48.1 The nomination of any other candidate as an Office-Bearer shall state the office to which such candidate seeks to be elected and must be submitted by electronic communication or by recorded delivery letter to the Secretary so as to be received by him in the period commencing on 28th February and ending on 31st March prior to the Annual General Meeting at which election or re-election for such office is determined.
- 48.2 A candidate nominated as an Office-Bearer shall:-
- (a) be an office-bearer, secretary, director or member of the board of management or committee of a full member and must be listed as such in the Official Return of such full member;
 - (b) have served a minimum of two years (in the five year period immediately preceding the nomination) on the Professional Game Board or the Non-Professional Game Board or the Referee Committee or the Licensing Committee or the Congress or the entity previously known as the Council (excluding any co-opted persons thereon) or have acted in an official capacity for a recognised football body for a minimum of two years, such minimum period of two years being effective from the date of election to the office of Office Bearer and not from the date of nomination as prescribed in Article 48.1;
 - (c) be nominated by a full member on whose Official Return he is listed in terms of Article 48.2(a);
 - (d) not be listed in the Official Return of more than one club in full membership;
 - (e) not be participating as a player or a referee in Association Football and, in the case of a person who was formerly such a participant, the Board must be satisfied that he has permanently ceased so to be; and
 - (f) not belong to or have any prohibited connection with the same member club such as would cause his election to fail in terms of Article 47.2.

For the avoidance of doubt, the terms of Articles 48.2(a) and 48.2(c) shall not apply in the event that the candidate, as aforesaid, is an Office-Bearer at the date of submission of the nomination, as aforesaid.

- 48.3 The Secretary shall on issuing the notices convening the Annual General Meeting intimate to the members entitled to receive notice of such meeting the names of the candidates for office.
- 48.4 A member shall only be entitled to participate either by nomination or voting in the election of the Office-Bearers if:-
- (a) it is a full member;
 - (b) it has played and completed its participation in the Challenge Cup Competition in the preceding playing season unless the circumstances surrounding its failure to do so have been accepted by the Board; and
 - (c) it is not under suspension imposed or confirmed by the Scottish FA.

THE CONGRESS

49. PURPOSE OF THE CONGRESS

The Congress shall be established and shall meet three times in each Season in order to:-

- (a) provide a consultation forum for Scottish FA initiatives;
- (b) provide a debating forum for key issues for the game of Association Football in Scotland;
- (c) review areas of concern;
- (d) provide a platform to discuss Scottish FA strategic outputs; and
- (e) consider and perform its functions as prescribed in these Articles.

50. COMPOSITION

50.1 The Congress shall comprise of:-

- (a) the President;
- (b) the Vice-President;
- (c) the Chief Executive;
- (d) such of the Directors as appointed by the Board from time to time;
- (e) no more than six (6) representatives of the Scottish Professional Football League as determined pursuant to Article 51.1;
- (f) a representative of each of the East of Scotland Football League, the Scottish Highland Football League, the Scottish Lowland Football League and the South of Scotland Football League as determined pursuant to Article 51.2;
- (g) a representative of each of the respective Affiliated National Associations as determined pursuant to Article 51.3;
- (h) no more than six (6) representatives of the Football Family appointed by the Board from time to time pursuant to Article 51.4, and
- (i) a representative unconnected with Association Football in Scotland, as appointed by the Board from time to time.

50.2 In addition to the members of the Congress referred to in Article 50.1, the Board shall be entitled (at its sole discretion) to invite third parties to appear before the Congress for the purpose of making presentations or facilitating or contributing to discussions under Article 49(b) and (c) or providing information in relation to any such discussion, provided that no such invited person shall be entitled to vote on any matters put to the Congress.

51. REPRESENTATION ON THE CONGRESS

51.1 Scottish Professional Football League Representatives

51.1.1 The Scottish Professional Football League shall be entitled to nominate to the Congress six (6) representatives, all of whom shall comply with Article 51.1.3.

51.1.2 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed send a nomination form to the Scottish Professional Football League. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.

51.1.3 Each representative nominated by the Scottish Professional Football League shall:-

- (a) be (i) an office-bearer, secretary, director or member of the board of management or committee of a full member club and must be listed as such in the Official Return of such club or (ii) be a director of the Scottish Professional Football League and must be listed as such in the Official Return of the Scottish Professional Football League; and
- (b) not be the subject of an endorsed Disclosure from Disclosure Scotland.

51.2 **League Representatives**

51.2.1 The East of Scotland Football League, the Scottish Highland Football League, the Scottish Lowland Football League and the South of Scotland Football League shall each be entitled to nominate one (1) representative to the Congress and each such representative shall comply with the conditions laid down in Article 51.2.3.

51.2.2 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed, send a nomination form to each League which is entitled to nominate one representative to the Congress. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.

51.2.3 Each representative nominated by the East of Scotland Football League, the Scottish Highland Football League, the Scottish Lowland Football League and the South of Scotland Football League shall:-

- (a) be a member of the committee or board of the relevant league he represents and must be listed as such on the Official Return of such league;
- (b) not be listed in the Official Return of any Affiliated National Association or any other recognised league; and
- (c) not be the subject of an endorsed Disclosure from Disclosure Scotland.

51.3 **Affiliated National Associations**

51.3.1 An Affiliated National Association shall not be a member of another Affiliated National Association.

51.3.2 Notwithstanding anything contained in or implied by these Articles, the Affiliated National Associations as defined in Article 1.1 shall be deemed to be full members of the Scottish FA.

51.3.3 An Affiliated National Association shall be entitled to nominate one representative to the Congress, in all cases subject to an Affiliated National Association's conforming to the following conditions:-

- (a) it has lodged a copy of its constitution and rules with the Secretary and such constitution and rules and any changes or amendments thereto have been approved by the Board; and
- (b) it has no club in its membership which is in membership of another Affiliated National Association.

51.3.4 The Secretary shall immediately after those Annual General Meetings succeeding

which a new Congress will be formed, send a nomination form to each Affiliated National Association. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.

51.3.5 Each representative nominated by an Affiliated National Association shall:-

- (a) be a member of the committee of the Affiliated National Association he represents and must be listed as such in the Official Return of such Affiliated National Association;
- (b) not be listed in the Official Return of any other Affiliated National Association;
- (c) not be listed in the Official Return of an Affiliated Association; and
- (d) comply with the condition laid down in Article 51.1.3(b).

51.4 **Representatives of the Football Family**

51.4.1 Each member of the Football Family shall be entitled to nominate one representative to the Congress.

51.4.2 Each representative nominated by each member of the Football Family shall comply with the condition laid down in Article 51.1.3(b).

51.4.3 The Secretary shall immediately after those Annual General Meetings succeeding which a new Congress will be formed, send a nomination form to each member of the Football Family. The form shall be completed and returned as soon as possible thereafter to the Secretary to be received by him within 10 days from the date of issue of such form.

51.5 A club shall not have more than one person listed in its Official Return on the Congress unless such representation is exceeded due to any other person or persons listed in its Official Return being appointed as an Honorary Vice-President.

51.6 Each nomination received by the Secretary in accordance with Article 51 will be subject to the approval of the Board, whose decision shall be final and binding.

51.7 The representatives on the Congress nominated as aforesaid are not to be nominated for nor be a member of the Board or any other Committee or sub-committee of the Scottish FA. Without prejudice to the foregoing generality, the Board shall be entitled to over-ride the terms of this Article 51.7, at its sole discretion, on application by the relevant nominating body.

52. **OBLIGATIONS, RIGHTS AND DUTIES OF CONGRESS MEMBERS**

52.1 For the duration of their term of office, members of the Congress shall:-

- (a) comply with these Articles and any regulations, procedures or decisions promulgated by the Board, the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee or sub-committee, FIFA or UEFA;
- (b) act in the best interests of the Scottish FA and comply with its Code of Conduct at all times;
- (c) comply with the policies of the Scottish FA as approved by the Board from time to time;
- (d) use their reasonable endeavours to attend all meetings of the Congress and/or the Board, as appropriate, and of any appropriate Committee or sub-committee in person;
- (e) perform such functions as are allocated to them, all as specified in these Articles;

- (f) comply with the principles of natural justice;
- (g) refrain from engaging in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010; and
- (h) behave towards the Scottish FA and its members with utmost good faith.

52.2 Subject to Article 59.3, any member of the Congress failing to comply with his obligations and duties, as specified in these Articles, shall be liable to penalty or sanction as the Judicial Panel considers appropriate.

52.3 **Membership Card**

During his period in office, each Honorary Office-Bearer, Office-Bearer and ordinary member of the Congress shall be provided with a membership card entitling him to admission to all matches played in Scotland under the jurisdiction of the Scottish FA, except when the Board shall decide otherwise.

53. QUORUM OF THE CONGRESS

10 members of the Congress present and entitled to vote at meetings of the Congress shall constitute a quorum for the transaction of the business of the Congress.

54. CHAIRMAN OF THE CONGRESS

The President or, in his absence, the Vice-President, shall preside as chairman at every meeting of the Congress. If at any meeting of the Congress neither the President nor the Vice-President is present within 15 minutes after the time appointed for holding such meeting, the members of the Congress present and entitled to vote shall choose one of their number to be chairman of the meeting.

55. VOTING AT CONGRESS MEETINGS

55.1 Questions arising at any meeting of the Congress shall be determined by a majority of votes of the members of the Congress present and entitled to vote and, in the case of an equality of votes, the chairman, in addition to his deliberative vote, shall have a casting vote. Voting at meetings of the Congress shall be by show of hands.

TERM OF OFFICE OF HONORARY OFFICE-BEARERS, OFFICE-BEARERS AND MEMBERS OF THE CONGRESS

56. GENERAL

The Office-Bearers and the ordinary members of the Congress shall continue in office for two years from the date of the Annual General Meeting at which or succeeding which they are elected until the Annual General Meeting in the second year thereafter and at such meeting the Office-Bearers shall be elected or re-elected. A new Congress shall thereafter be appointed in the manner provided in Article 51, and at every second Annual General Meeting, the Office-Bearers shall be so elected or re-elected and the Congress thereafter appointed for the ensuing two years.

57. HONORARY OFFICE-BEARERS AND OFFICE-BEARERS

57.1 On conclusion of his tenure as President, such former President may be appointed by the Board as an Honorary Office-Bearer. Once so appointed, the Honorary Office-Bearer shall retain that appointment unless such appointment is withdrawn by the Board.

Retiring Office-Bearers shall be eligible for re-election unless disqualified in terms of any of these Articles.

57.2 Save as provided in Article 57.4, no Office-Bearer may hold the same position (as detailed in Article 57.1) for more than four years after initial election to such position. The maximum continuous or aggregate period of time during which any individual can hold office as an Office-Bearer (in whichever of the positions he is elected to serve as detailed in Article 57) shall be eight years.

57.3 An Office-Bearer who is eligible and who seeks election or re-election, as the case may be, as President or Vice-President, as the case may be, at the Annual General Meeting succeeding which a new Congress will be formed shall not later than 28th February in the year of such Annual General Meeting lodge with the Secretary written notice of his desire to seek such election or continue in office, as appropriate. The Secretary shall within 7 days thereafter inform full members and the Congress of which such Office-Bearer is seeking such election or re-election, as aforesaid. If, in the interval between 28th February and the date of the Annual General Meeting, an Office-Bearer intimates withdrawal of his application for election or re-election, as the case may be, or if any eventuality which would preclude his election or re-election has arisen, the Secretary shall proceed as instructed by the Board.

57.4 If, for any reason, the office of President or of Vice-President becomes vacant, the Board either on its own or on the requisition of the members in accordance with the Act may convene expeditiously a General Meeting to elect a candidate to fill such vacant office. In the event that as a result of the application of this Article 57.4, a person elected to office as President or Vice-President would, in order to meet the four-year limitation on the holding of such offices set out in Article 57.2, require to resign from any such office prior to the expiry of any two-year term which he was subsequently elected to serve in respect of such office, it is declared that such person will be entitled to remain in office until the expiry of such two-year term notwithstanding the provisions of Article 57.2 and as an exception to them. Any period of office served as a consequence of the invocation of this Article 57.4 shall therefore be disregarded when assessing the application of the limitation on the holding of the same offices within the Scottish FA, all as set out in Article 57.2.

57.5 Articles 48.1 and 48.3 shall not apply to the nomination or election of a candidate pursuant to Article 57.4. The nomination of any candidate for the vacated office of President or Vice-President shall state the office to which such candidate seeks to be elected and shall be submitted by electronic communication or by recorded delivery letter to the Secretary at any time up to and including the date to be set by the Board for receipt of such nominations prior to the date of the convened General Meeting to fill such vacant office and the Secretary shall, within 7 days of his receipt, issue to the members entitled to receive notice of such a General Meeting the names of the candidates for office. For the avoidance of doubt the provisions of Articles 48.2 and 48.4 shall apply to the nomination of a candidate pursuant to Article 57.4.

57.6 The provisions of Article 45.3 shall apply to any election to the office of President or Vice-President, pursuant to Article 57.4, save that the references to "Annual General Meeting" shall be deleted and replaced by the words "General Meeting".

- 57.7 Any candidate elected pursuant to Article 57.4 shall be deemed to retire at the next Annual General Meeting at which the Office-Bearers elected pursuant to Articles 56 and 57.1 retire.
- 57.8 The Scottish FA in general meeting may by a simple majority remove an Office-Bearer before the expiration of his period of office, and the person appointed in his place shall be elected in the manner provided in Article 57.4. The foregoing terms which apply to an Office-Bearer are subject to the terms of Article 60.

58. NOT USED

59. MEMBERS OF THE CONGRESS

- 59.1 The retiring ordinary members of the Congress, unless disqualified under these Articles, shall be eligible for re-election or re-appointment.
- 59.2 If, for any reason, a vacancy occurs amongst the members of the Congress appointed in terms of Article 51, the Board may authorise that the vacancy be filled subject to the conditions prescribed for the nomination of such a member to serve on the Congress and any person appointed to fill such vacancy shall hold office until the expiry of the period to which the member of Congress so replaced was subject.
- 59.3 The Board may by a simple majority remove any ordinary member of the Congress before the expiration of his period of office, and the person appointed in his place shall be elected in the manner provided in Article 59.2.

60. DISQUALIFICATION OF MEMBERS OF THE CONGRESS AND DIRECTORS

- 60.1 The office of a member of the Congress or a Director, other than as excepted below, shall be vacated if he:-
- (a) becomes bankrupt, or makes any arrangement or composition with his creditors generally;
 - (b) be under suspension imposed or confirmed by the Scottish FA, or the club or recognised football body from which he derived his appointment be under such suspension, provided that this Article 60.1(b) shall not apply in the case of an Office-Bearer who has renounced all connection with the club on whose Official Return he was specified, in accordance with Article 47.3;
 - (c) ceases to be an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment, or is suspended from being an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment as a consequence of an insolvency event involving a member or recognised football body, provided that this Article 60.1(c) shall not apply in the case of an Office-Bearer who has revoked all connection with the club on whose Official Return he was specified, in accordance with Article 47.3;
 - (d) in the case of a Director, ceases to be resident in Scotland;
 - (e) in the case of a Director, he is removed at a general meeting by a simple majority of the members entitled to vote thereat in terms of Article 57.8 or, in the case of an ordinary member of the Congress, he is removed by a simple majority of the Directors in terms of Article 59.3;
 - (f) resigns his office by notice in writing to the Secretary;
 - (g) becomes disqualified as or prohibited from being a company director by reason of any relevant

order made against him in terms of the Company Directors' Disqualification Act 1986;

- (h) becomes at any time during his term of office the subject of an endorsed Disclosure from Disclosure Scotland;
- (i) in the case of a representative of the Football Family the nominating body intimates to the Scottish FA the removal of this representative;
- (j) fails to comply with policies of the Scottish FA as approved by the Board from time to time; or
- (k) fails to comply with the obligations and duties incumbent on him as specified in these Articles.

60.2 In the event that during his two year term a member of the Congress or a Director ceases to be an office-bearer, secretary, director or member of the board of management or committee of the member from which he derived his appointment as a member of the Congress or a Director (as the case may be), such person shall forthwith resign from his position on the Congress and/or the Board and shall not be eligible to be reinstated to the Congress and/or the Board, until the expiration of the full two year term, provided that this Article 60.2 shall not apply in the case of an Office-Bearer who has revoked all connection with the club or the full member on whose Official Return he was specified, in accordance with Article 47.3.

THE BOARD

61. COMPOSITION OF THE BOARD

- 61.1 Unless otherwise determined by ordinary resolution of the Scottish FA, there shall be no maximum number of Directors but the minimum number of Directors shall be not less than two.
- 61.2 The Board shall comprise:-
- (a) the President;
 - (b) the Vice-President;
 - (c) the Chief Executive;
 - (d) a member of the Non-Professional Game Board nominated annually by the Non-Professional Game Board;
 - (e) two members of the Professional Game Board nominated annually by the Professional Game Board; and
 - (f) 2 Independent Non-Executive Directors.
- 61.3 Each of the President and the Vice-President shall serve on the Board for so long as they hold their respective offices in accordance with Articles 56 and 57. The Chief Executive will be entitled to a seat on the Board for so long as he holds such position.
- 61.4 Each of the Directors referred to in Articles 61.2 (d) and (e) shall be appointed for a period of 1 year, subject always to the provisions of Article 61.6. Each such Director shall be eligible for nomination to the Board by the Professional Game Board or the Non-Professional Game Board, as the case may be, at the first meeting of the Professional Game Board or Non-Professional Game Board, as the case may be, at the commencement of each Season. Each Independent Non-Executive Director shall be eligible to be appointed for a maximum of two (2) periods of three (3) years each subject to the Independent Non-Executive Director being nominated by the Board, in accordance with Article 61.5, for re-election after the initial three (3) year period, provided that if this would result in a breach of Article 61.6, he shall be appointed for such lesser period as shall ensure compliance with such Article.
- 61.5 Subject to Article 61.6, the Board may nominate a retiring Independent Non-Executive Director for re-election at the relevant Annual General Meeting, in which case the Board shall not later than 28th February in the year of such Annual General Meeting lodge with the Secretary written notice of the relevant nominees. The Secretary shall within 7 days thereafter inform full members and the Congress of the persons seeking such election or re-election, as aforesaid. If, in the interval between 28th February and the date of the Annual General Meeting, any such person intimates withdrawal of the application for election or re-election, as the case may be, or if any eventuality which would preclude the election or re-election has arisen, the Secretary shall proceed as instructed by the Board.
- 61.6 Notwithstanding the provisions of Article 61.5, no Independent Non-Executive Director shall hold office on the Board for a continuous period of more than 6 years. The respective terms of the President, the Vice-President and the Chief Executive are as prescribed in Article 61.3. None of the appointees to the Board from the Non-Professional Game Board or the Professional Game Board shall hold office for a continuous period of more than 6 years.
- 61.7 If, for any reason, the office of a Director (other than the President, the Vice-President or the Chief Executive) becomes vacant:-
- (a) if the Director was nominated by the Professional Game Board, it may elect a candidate to fill such vacant office;
 - (b) if the Director was nominated by the Non-Professional Game Board, it may elect a candidate to fill such vacant office; or
 - (c) if the Director is an Independent Non-Executive Director, the Board may elect a candidate to fill such vacant office.

The candidate elected pursuant to Article 61.7(c) shall be deemed to retire at the next Annual General Meeting, in addition to any other Director required to retire by rotation pursuant to Article 61.4, and the vacancy shall be filled in accordance with the provisions of those Articles as if the relevant Director had retired by rotation in accordance with Article 61.4.

61.8 The office of Director shall be vacated if any of the circumstances detailed in Article 60 occurs.

62. POWERS OF THE BOARD

62.1 The management of the business and the control of the Scottish FA shall be vested in the Board, which shall be entitled to exercise all such powers and carry out all such objects of the Scottish FA as are not by these Articles or by statute expressly directed or required to be exercised or done by the Scottish FA in general meeting subject, nevertheless, to any regulations from time to time made by the Scottish FA in general meeting, provided that no regulation shall invalidate any prior act of the Board which would have been valid if such regulation had not been made.

62.2 Without prejudice to the general powers conferred by Article 62.1 and of the other powers conferred by these Articles, it is hereby expressly declared that the Board shall have the following powers:-

- (a) it may make, alter and revoke all such rules, bye-laws and regulations relative to the use of the property of the Scottish FA and to the conduct or holding of meetings, or for such other purpose as it may deem fit and proper, provided that no rule, bye-law, or regulation shall be made under the foregoing which would amount to such an addition to or alteration of these Articles as could only by law be made by a resolution of the members;
- (b) it may draw, make, accept, endorse, discount, execute and issue, respectively, promissory notes, bills, cheques or other negotiable instruments, provided that every promissory note, bill, cheque or other negotiable instrument drawn, made, accepted, endorsed, discounted, executed or issued shall be signed by the President, the Vice-President and the Secretary or in such other manner as the Board may determine;
- (c) it may borrow any sum or sums of money not exceeding in all the sum of £10,000,000 on such security and upon such terms as to interest or otherwise as it may deem fit;
- (d) it may extend the playing season as from time to time it in its discretion shall deem necessary or desirable;
- (e) it may suspend the game entirely or in any district or districts or under the auspices of a recognised football body as from time to time it in its absolute discretion may deem necessary or desirable, provided that in the case of restricted stoppage it shall have power to exempt any club or number of clubs or recognised football body from such stoppage;
- (f) it may suspend or abandon or discontinue any or all of the competitions of the Scottish FA;
- (g) it shall have power to call upon any recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA to produce any books, letters, or documents or any other evidence at any time it desires;
- (h) it shall have power to enquire into all and any financial arrangements between recognised football bodies, clubs and players and to cancel any agreement between clubs and players contrary to these Articles and to publish in the public press or otherwise the findings of the Board in this regard and the substance of any and all evidence tendered in such enquiries;
- (i) it shall have the power, where a recognised football body or club fails to make any payment to the Scottish FA or to another recognised football body or club, to deduct and retain any sums due to it and/or to another recognised football body or club from any monies, fund or account held by the Scottish FA which would otherwise have been payable to the defaulting recognised football body or club. Any such monies deducted or retained by the Scottish FA shall be applied first to meet any payment due to the Scottish FA and thereafter to meet any payment due by the defaulting recognised football body or club to another recognised football body or club in which

case if the sum deducted/retained is insufficient to pay all sums due to such recognised football bodies or clubs, the remaining deducted/retained monies will be distributed in equal portions between those recognised football bodies or clubs;

- (j) it shall have power to affiliate any national football association within Scotland to which it may or may not grant representation on the Congress;
- (k) it shall have power to promulgate from time to time such regulations as it deems necessary in respect of the requirements and standards of football stadia;
- (l) it shall have power to pay reasonable travelling expenses, referees' fees and expenses and other sums where necessary in connection with all matches arranged by it;
- (m) it may remove co-opted persons from any Committee or sub-committee by such procedures as are prescribed by the Board from time to time;
- (n) without prejudice to its common law rights in relation to compensation, retention, set off or any other applicable legal principle, it shall have the power to deduct and retain or otherwise withhold monies from members or recognised football bodies which fail to settle fines levied by or any other financial obligations or liabilities of whatsoever nature, whether direct or indirect, to the Scottish FA as determined by the Scottish FA (in its sole discretion) from any monies, funds or account held by the Scottish FA which would otherwise have been payable to the defaulting member or recognised football body, provided that this Article 62.2(n) shall be without prejudice to any sanction otherwise imposed in terms of these Articles;
- (o) it shall be entitled to revoke or alter as it considers appropriate any powers delegated by it from time to time to the Professional Game Board, the Non-Professional Game Board or such other Committee or sub-committee as may be formed by it subject to the terms of these Articles;
- (p) it may disclose details of any registered player to such third party for commercial and regulatory purposes; and
- (q) it may appoint a commission formed entirely of co-opted persons (who need not be Directors or ordinary members of Congress), all as it may think fit, to attend to and/or determine any matter(s) referred to it by the Board.

63. COMMITTEES: GENERAL

- 63.1 In addition to and without prejudice to the terms of Article 64, the Board may by vote resolve itself into a committee of the whole Board and, notwithstanding the establishment of the Committees and any other provision of the Board Protocols, may also appoint committees of some or all of the Directors, together with such co-opted persons as the Board thinks fit in the circumstances.
- 63.2 The Board may also delegate any of its powers to Committees consisting of Directors, members of the Congress and co-opted persons, and any such Committee may in turn delegate powers to sub-committees on such terms as that Committee shall determine from time to time. For the avoidance of doubt, membership of any such sub-committee may include some or all of the members of the Committee which formed it and other co-opted persons, but may also be formed entirely of co-opted persons who need not be Directors, members of the Committee which formed the sub-committee or members of the Congress. The membership of any such sub-committee shall be subject to the prior approval of the Board.
- 63.3 Any Committee or sub-committee formed pursuant to this Article 63 shall in the exercise of the powers so delegated conform to any regulation that may be imposed on it in the case of a Committee by the Board or in the case of a sub-committee by the Board or by the relevant Committee or in the case of a sub-committee formed by a sub-committee, by the Board, by the relevant Committee or by the sub-committee which established it.
- 63.4 Without prejudice to the foregoing generality, the Board shall be entitled to exercise its powers under this Article 63 by including within the Board Protocols details of the Committees to which it has delegated its powers and the powers to be exercised by such Committees, provided that before any delegation by the Board of its powers to Committees takes effect, the Board Protocols including such details shall first have

been approved by a vote conducted in accordance with Article 66 at a meeting of the Board.

- 63.5 Without prejudice to the generality of Article 5.1(e), no member shall, directly or indirectly, offer any bribe, consideration or other improper inducement to a member of the Congress, to a Director, to a member of the Professional Game Board or the Non Professional Game Board, or to a person co-opted to a Committee or sub-committee, in each case for the purpose of procuring a vote, and for any member of the Congress, Director, member of the Professional Game Board or the Non Professional Game Board or such co-opted person to accept such offer.
- 63.6 No member of any Committee, the Professional Game Board, the Non-Professional Game Board or Congress, whether at first instance or at any subsequent appeal stage or in any arbitration or any process commenced pursuant to these Articles and/or the Judicial Panel Protocol shall be permitted to represent any player, official or employee of a club, or a club, on whose Official Return such individual is listed in the event that such player, official or employee or club is called to appear before or is required to address the Board, a Committee, the Professional Game Board, the Non-Professional Game Board or Tribunal of the Judicial Panel. Under no circumstances shall an Office Bearer be permitted to represent any player, official or employee of a club or a club.

64. DELEGATION OF POWERS BY THE BOARD: SPECIFIC

- 64.1 Without prejudice to and as a specific application of Article 63, the Board shall have the power to appoint the Professional Game Board and the Non-Professional Game Board, each of which shall be entitled to exercise any powers conferred on it under these Articles and the Board Protocols.
- 64.2.1 Notwithstanding any delegation of powers by the Board as detailed in the Board Protocols, the Board shall at any time be entitled to exercise its powers in relation to such areas of responsibility over any like matters considered and determined by the Professional Game Board, the Non-Professional Game Board, any Committee or sub-committee or the Chief Executive in priority to any such body or person.
- 64.2.2 The chairmen of the Professional Game Board and the Non-Professional Game Board shall be as determined by the Office-Bearers in their sole discretion. The Board will be entitled to determine and appoint the chairmen of the Referee Committee, the Licensing Committee, any Committee or sub-committee provided any nominee for chairman is otherwise eligible to serve on the Committee or sub-committee in question.
- 64.3 **The Professional Game Board**
- 64.3.1 The Professional Game Board, which shall be responsible for driving the development of the professional game in Scotland, shall comprise:-
- (a) the President;
 - (b) the Vice-President;
 - (c) the Chief Executive; and
 - (d) 7 nominated representatives, being:-
 - (i) 5 representatives of the Scottish Professional Football League, one of whom shall be its Chief Executive for the time being;
 - (ii) 1 representative of the Scottish Highland Football League; and
 - (ii) 1 representative of the Scottish Lowland Football League.
- 64.3.2 In order to be nominated as one of the 7 nominated representatives on the Professional Game Board, a candidate shall:-
- (a) be (i) an office-bearer, secretary, director or member of the board of management or committee

of a full member which is a professional club and must be listed as such in the Official Return of such full member or (ii) be a member of the board of management or committee of the league he represents and must be listed as such in the Official Return of such league;

- (b) without prejudice to Article 64.3.2 (a) not be listed in the Official Return of more than one club in full membership; and
- (c) not be participating as a player or a referee in Association Football and, in the case of a person who was formerly such a participant, the Board must be satisfied that he has permanently ceased so to be.

For the avoidance of doubt it will not be necessary to qualify for participation on the Professional Game Board for a nominated representative to be a serving member of the Congress.

64.3.3 Subject to his annual nomination, each of the nominated representatives on the Professional Game Board shall serve for a continuous period of 4 years. At the expiry of such period, the relevant member must stand down from office and shall be eligible to stand for re-nomination.

64.3.4 The Professional Game Board shall annually elect two of its 7 nominated representatives to sit on the Board. Such persons shall serve on the Board in accordance with Article 61. For the avoidance of doubt, in any such election processes, each position on the Board to be filled shall be elected separately and none of the nominated representatives on the Professional Game Board can nominate himself to be the representative(s) of the Professional Game Board on the Board. It will not be competent for the Office-Bearers or the Chief Executive to nominate or to vote in relation to any election under this Article 64.3.4 unless there is a tied vote in which event there will be a second ballot in which process the Office-Bearers and the Chief Executive will be entitled to participate and to vote. If after such second ballot there remains a tied vote, the Board will determine the identity of the relevant nominee to the Board.

64.4 The Non-Professional Game Board

64.4.1 The Non-Professional Game Board, which shall be responsible for driving the development of the non-professional game in Scotland, shall comprise:-

- (a) the President;
- (b) the Vice-President;
- (c) the Chief Executive; and
- (d) 8 nominated representatives, being 1 representative of each of the 6 Affiliated National Associations, 1 representative of the East of Scotland Football League, and 1 representative of the South of Scotland Football League.

64.4.2 In order to be nominated as one of the 8 nominated representatives on the Non-Professional Game Board, a candidate will in the case of a representative of the East of Scotland Football League or a representative of the South of Scotland Football League be an office bearer, secretary, director or member of the board of management or committee of the East of Scotland Football League or the South of Scotland Football League (as the case may be) and be listed as such on the Official Return of such body and comply with Article 51.1.3 (b), and in the case of the representatives of the Affiliated National Associations, will meet the eligibility criteria set out in Article 51.3.5.

64.4.3 Each of the nominated representatives on the Non-Professional Game Board shall serve for a continuous period of 1 year. At the expiry of such period, the relevant member must stand down from office and shall be eligible to stand for re-nomination. Each of the bodies nominating the nominated representatives on the Non-Professional Game Board shall be entitled to nominate one

alternate to attend meetings of the Non-Professional Game Board in the absence of the elected representative. Such alternate to comply with the eligibility criteria set out in Article 64.4.2.

64.4.4 The Non-Professional Game Board shall elect one of its 8 nominated representatives to sit on the Board. Such person shall serve on the Board in accordance with Article 61. For the avoidance of doubt, in any such election process, none of the nominated representatives on the Non-Professional Game Board can nominate himself to be the representative of the Non-Professional Game Board on the Board. It will not be competent for the Office-Bearers or the Chief Executive to nominate or to vote in relation to any election under this Article 64.4.4 unless there is a tied vote in which event there will be a second ballot in which process the Office-Bearers and the Chief Executive will be entitled to participate and to vote. If after such second ballot there remains a tied vote, the Board will determine the identity of the nominee to the Board.

65. THE JUDICIAL PANEL

- 65.1 Alleged breaches of the Articles which fall under the jurisdiction of the Judicial Panel shall be dealt with and be construed in accordance with the Judicial Panel Protocol.
- 65.2 Without prejudice to Article 63 the Board shall have the power to appoint the Judicial Panel, which together with any tribunal appointed from it, and together with any officers, persons or bodies with functions in terms of the Judicial Panel Protocol, shall be entitled to exercise any powers conferred on it or them under these Articles and the Judicial Panel Protocol.
- 65.3 All persons or bodies who are subject to the jurisdiction of the Articles shall act in accordance with, and are subject to, the provisions of the Judicial Panel Protocol, including any Decisions or Determinations (as defined in the Judicial Panel Protocol) arising therefrom.
- 65.4 The Judicial Panel shall comprise such persons as are appointed to serve on it by the Scottish FA from time to time. Such persons need not be members of the Congress.
- 65.5 The fact of membership of the Scottish FA shall constitute an agreement by a member that it, or any body or person interested through such member, shall submit (and/or agree to submission of) such complaints, breaches, claims, disciplinary matters, appeals and/or disputes as are specified in the Judicial Panel Protocol to the jurisdiction of the Judicial Panel and shall not be permitted to take such differences or questions to a court of law.
- 65.6 The Board shall be entitled to promulgate and amend the Judicial Panel Protocol, provided that any amendments to the Judicial Panel Protocol made by the Board shall require the approval in writing of the Independent Scrutineers.
- 65.7 The Scottish FA shall appoint a Compliance Officer (as defined in the Judicial Panel Protocol) who shall have the powers and responsibilities as provided in the Judicial Panel Protocol.

66. PROCEEDINGS OF THE BOARD

- 66.1 The Board shall have power to promulgate from time to time Board Protocols regulating the proceedings of the Congress, the Board, the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees. Such Board Protocols may, in addition, set out the nature and extent of any delegation of powers to the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees.
- 66.2 Subject to the provisions of these Articles, the Board may regulate its proceedings as it thinks fit.
- 66.3 The Board shall meet as considered appropriate by the Board in accordance with the Act and at least 7 days' clear notice of a meeting shall be required to be given, save where each Director agrees to a shorter notice period.
- 66.4 The President (or in his absence the Vice President) shall act as the chairman of meetings of the Board.

- 66.5 The quorum for a meeting of the Board shall be 4, provided that at least two of the President, the Vice-President and the Chief Executive must be present for a meeting to be quorate.
- 66.6 If a quorum is not present within half an hour of the time for which the meeting was called or ceases to be present thereafter, the meeting (“**the first meeting**”) shall be adjourned to the same day in the next week and at the same time and place. The Scottish FA shall give notice to each Director who did not attend the first meeting requiring him either to attend the adjourned meeting of the Directors or to state in writing his views on the matter to be discussed at that meeting.
- 66.7 Questions arising at any meeting of the Board, the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee shall be determined by a majority of votes of the Directors or the members of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) present and entitled to vote, and in the case of an equality of votes the chairman, in addition to his deliberative vote, shall have a casting vote. Voting at meetings of the Board, the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee shall be by show of hands and, on any resolution, each Director or member of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) shall have one vote.
- 66.8 A resolution in writing signed by all of the Directors entitled to receive notice of a meeting of directors or by all of the members of the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee entitled to receive notice of a meeting of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) shall be as valid and effectual as if it had been passed at a meeting of the Directors, the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) duly convened and held; it may consist of several documents in the same form, each signed by one or more Directors or members of the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be).
- 66.9 All or any of the Directors or the members of the Professional Game Board, the Non-Professional Game Board or a Committee or sub-committee may participate in a meeting of the Directors, the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be) by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and provided the relevant quorum as specified elsewhere in these Articles and/or the Board Protocols is participating as aforesaid (notwithstanding that such quorum is not present together in one place) such meeting shall be quorate and subject to the provisions of these Articles the meeting shall constitute a meeting of the Directors, the Professional Game Board, the Non-Professional Game Board or the relevant Committee or sub-committee (as the case may be). A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is located.
- 66.10 The Scottish FA or the Board shall be entitled to publish in the public press, or in any other manner it shall think fit, reports of its proceedings, acts, resolutions and decisions whether the same shall or shall not reflect on the character or conduct of any recognised football body, club, official, Team Official or other member of Team Staff, player, referee or any other body or person and all of the aforementioned shall be deemed to have assented to such publication and to regard the same as privileged in law.

67. MINUTES

The Board shall cause minutes to be prepared recording:-

- (a) all appointments of the Honorary Office-Bearers, the Office-Bearers, the Directors, members of the Congress, co-opted persons and the Secretary and other members of the Scottish FA’s staff;
- (b) the names of the members present at each meeting of the Congress, the Board, the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees;
- (c) all orders made by the Board, the Professional Game Board, the Non-Professional Game Board, the Committees and sub-committees; and

- (d) all resolutions and proceedings of general meetings and of meetings of the Board, the Professional Game Board, the Non-Professional Game Board, the Committees or sub-committees and any such minutes of any meeting of the Board, the Professional Game Board, the Non-Professional Game Board, the Committees or sub-committees or of any general meeting, if signed by the chairman of such meeting or by the chairman of the next succeeding meeting, shall be conclusive evidence of the matters stated in such minutes.

Such minutes may be distributed via the Scottish FA's website or via any other form of electronic communication, and shall be kept for at least 10 years from the date of the relevant meeting.

68. VALIDITY OF ACTS

All acts done by any meeting of the Board or by the Professional Game Board, the Non-Professional Game Board, the Judicial Panel or a Committee or sub-committee, or by any person acting bona fide as a Director or as a member of the Professional Game Board, the Non-Professional Game Board, the Judicial Panel or a Committee or sub-committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of the said member or person acting as aforesaid, be as valid as if such member or person had been duly appointed and was qualified to act.

69. SECRETARY

Subject to the provisions of the Act, the Secretary shall be appointed by the Board for such time, at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by it. The Board may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting. The Secretary shall ordinarily also serve in the capacity of Chief Executive but, at the entire discretion of the Board, different persons may be appointed to office as the Secretary and the Chief Executive, respectively.

GENERAL PROVISIONS APPLICABLE TO HONORARY OFFICE-BEARERS, OFFICE-BEARERS, MEMBERS OF THE CONGRESS AND DIRECTORS

70. INDEMNITY, ETC.

70.1 Subject to Article 70.2, every Honorary Office-Bearer, Office-Bearer, Director, ordinary member of the Congress, co-opted person, Secretary, Chief Executive or other officer or employee of the Scottish FA may be indemnified out of the Scottish FA's assets against:-

- (a) any liability incurred by that person in connection with any negligence, default, breach of duty or breach of trust in relation to the Scottish FA;
- (b) any liability incurred by that person in connection with the activities of the Scottish FA in its capacity as a Trustee of an occupational pension scheme (as defined in Section 236(6) of the Act); and
- (c) any other liability incurred by that person as an officer of the Scottish FA,

except such as may happen from his own respective wilful neglects or defaults.

70.2 This Article 70 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

70.3 Without prejudice to the provisions of Article 70.1, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Honorary Office-Bearers, Office-Bearers, Directors, ordinary members of the Congress, co-opted persons, Secretary, Chief Executive or other officer or employee of the Scottish FA, or of any other company in which the Scottish FA or any of the predecessors of the Scottish FA has any interest, whether direct or indirect, or which is in any way allied to or associated with the Scottish FA, or of any subsidiary undertaking of the Scottish FA or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Scottish FA or of any such other company or subsidiary undertaking are interested, including insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Scottish FA or any such other company, subsidiary undertaking or pension fund.

71. REMUNERATION AND EXPENSES

71.1 Members of the Congress and, where appropriate, third parties invited to appear before the Congress under Article 50.2, and such other third parties as approved by the Board, shall be entitled to expenses properly incurred by them for attending meetings of the Scottish FA in connection with the discharge of their duties on a scale to be determined by the Board.

71.2 The Directors (specifically excluding the Chief Executive) and, where appropriate, co-opted persons shall be entitled to such remuneration as the Scottish FA may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

71.3 In the event of prolonged absence of the President, the Vice-President shall deputise for the President, as required, and receive the remuneration of the President, pursuant to Article 71.2; subject to a maximum period of 12 months.

72. LIBERTY TO CONTRACT

A member of the Congress, the Board, the Professional Game Board or the Non-Professional Game Board or a co-opted person shall be at liberty to contract with the Scottish FA and shall not be disqualified by reason of his having so contracted, and such member of the Congress, the Board, the Professional Game

Board or the Non-Professional Game Board or co-opted person shall not be bound to account to the Scottish FA for any profit which he may derive from the Scottish FA from his having so contracted with it, provided that at the time the contract is entered into he discloses his interest therein and does not participate in any part of any meeting of the Congress, the Board, the Professional Game Board or the Non-Professional Game Board (as the case may be) at which such contract is discussed, count in the quorum for such part of any such meeting or vote in the matter.

COMMERCIAL AND FINANCIAL

73. COMMERCIAL ARRANGEMENTS

- 73.1 The Board may approve contracts on behalf of the Scottish FA with commercial sponsors, broadcasters, publishers and others for the benefit of members and Association Football generally or otherwise as required by law.
- 73.2 Any such contracts shall be binding upon each member subject to the terms of any sponsorship or other commercial contract of a member previously approved by the Scottish FA and in force on the date any such contract is entered into by the Scottish FA. Where there is any conflict between a commercial contract entered into by the Scottish FA and one entered into by a member, the Scottish FA's contract shall prevail and members shall reflect this Article 73 in all of their commercial contracts.
- 73.3 Such contracts to be entered into on behalf of the Scottish FA shall include:-
- (a) central sponsorship of the Challenge Cup Competition or any other competitions organised or promoted by the Scottish FA;
 - (b) transmission and recording by any means of any match organised or promoted by the Scottish FA;
 - (c) commercial exploitation of the Scottish FA's name, badge, emblem, trade marks and other intellectual property; and
 - (d) publications, including sound, video and DVD recordings and such other appropriate media, relating to the history and matches of the Scottish FA.
- 73.4 Members shall take all reasonable steps to assist in securing compliance by the Scottish FA with its obligations to third parties in implementing the terms of such contracts and, in particular, shall, without prejudice to the foregoing generality, make available appropriate facilities for the transmission or recording by any means of matches organised or promoted by the Scottish FA and for the preparation of publications or official photographs related thereto and shall be deemed to license the use by the Scottish FA of all such transmissions, recordings, publications or official photographs and of any other copyright or other intellectual property rights of members required by the Scottish FA in connection with such transmissions, recordings, publications or official photographs.
- 73.5 Monies received by the Scottish FA in terms of any contract referred to in this Article 73 shall be apportioned by the Board in its discretion.
- 73.6 The Board may require any club to provide services and facilities pursuant to any contract relating to sponsorship of the Challenge Cup Competition or any other competitions organised or promoted by the Scottish FA.

74. SPONSORSHIP

- 74.1 Any recognised football body, club, official, Team Official or other member of Team Staff, player or referee contemplating any form of sponsorship shall procure that the requirements of the Scottish FA pursuant to these Articles and the Challenge Cup Competition Rules shall take precedence over any of its obligations to the contemplated sponsor and that such obligations will be harmonised and be consistent with the requirements of the Scottish FA.
- 74.2 No recognised football body shall be permitted to change its name to one which could be associated with a sponsor or with any commercial enterprise or product or to assume a name which could be similarly associated.

75. EXECUTION AND AUTHENTICATION OF DOCUMENTS

- 75.1 Every deed, contract, document, instrument or other writing shall be subscribed on behalf of the Scottish FA in accordance with the requirements of the Act.
- 75.2 Any Director or the Secretary or any person appointed by the Board shall have power to authenticate any documents affecting the constitution of the Scottish FA, any resolutions passed by the Scottish FA, and any books, records, documents and accounts relating to the business of the Scottish FA, and to certify copies thereof or extracts therefrom as true copies or extracts. Where any books, records, documents or accounts are elsewhere than at the Office, the officer, servant or agent of the Scottish FA having the custody thereof shall be deemed to be a person appointed by the Board as aforesaid. A document purporting to be a copy of a resolution, or a copy of or an extract from the minutes of a meeting of the Scottish FA or of the Board, the Professional Game Board, the Non-Professional Game Board or any Committee or sub-committee which is certified as aforesaid shall be conclusive evidence in favour of all persons dealing with the Scottish FA upon the faith thereof that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

76. FINANCIAL ACCOUNTS

- 76.1 The Board shall cause accounting records to be kept in accordance with the requirements of the Act. The accounting records shall be kept at the Office or, subject to the provisions of the Act, at such other place or places as the Board shall think fit.
- 76.2 The Board may from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records or other books or documents of the Scottish FA or any of them shall be open to the inspection of members and no member shall have any right of inspecting any accounting records or other books or documents of the Scottish FA except as conferred by statute or authorised by the Board or by the Scottish FA in general meeting.
- 76.3 At the Annual General Meeting in every year the Board shall in accordance with the provisions of the Act lay before such meeting an income and expenditure account for the period since the last preceding accounting reference date of the Scottish FA, together with a proper balance sheet as at the same date as such account. In cases where any item of expenditure which may in fairness be distributed over several years has been incurred in any one year, the amount of any such item may be so distributed. Every such balance sheet shall be signed by any two Directors, and shall be accompanied by proper reports of the Board and the Scottish FA's auditors, and copies of such account, balance sheet and reports all of which shall be stated in accordance with any statutory requirements for the time being in force and of any other documents required by law to be annexed or attached thereto or to accompany the same shall, not later than the end of the period for filing of such account, balance sheet and reports prescribed by the Act or, if earlier, the date on which the Scottish FA actually delivers such account, balance sheet and reports to the Registrar of Companies be delivered or sent by post to all persons entitled to receive notices of general meetings in accordance with the Act in the manner in which notices are in terms of these Articles directed to be served, and to UEFA.

77. AUDIT

- 77.1 In accordance with the provisions of the Act, at least once in every year the accounts of the Scottish FA shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified auditor or auditors.
- 77.2 Auditors shall be appointed and their duties regulated in accordance with the provisions of the Act, the Directors being treated for all purposes as the directors mentioned in those provisions.

PLAYERS

78. STATUS

- 78.1 A player shall be either an amateur or a professional. A player who has never received any remuneration or consideration other than for the actual expenses incurred during the course of his participation in or for any activity connected with Association Football shall be regarded as amateur. A player who is registered with the Scottish FA as a professional or who has ever received or is receiving, in respect of his participation in or an activity connected with Association Football, remuneration or consideration of any sort above or in addition to his necessary hotel and travelling expenses actually paid and the necessary provision of his playing equipment and insurance, shall be regarded as professional. A player who takes part in a football contest for a money prize shall be deemed to be professional. When a player is registered as a professional he immediately loses his status as an amateur.
- 78.2 Medical fees incurred in connection with an injury sustained by an amateur player while playing for his club may be paid by such club without infringing the player's status as an amateur, and likewise an amateur player may be reimbursed by an insurance company in terms of an existing policy for any period during which he is prevented by incapacity from following his normal course of employment by reason of an injury sustained while playing for such club.
- 78.3 Reinstatement of a player from professional status to amateur status may only be granted by the Scottish FA. A player of professional status who makes a written application to the Scottish FA to be granted reinstatement from professional status to amateur status may be granted such provided that:-
- (a) he is not currently registered for any member club of the Scottish FA; and
 - (b) a period of not less than 30 days has elapsed since he competed in his last match as a professional.
- Any such reinstatement shall not annul any infringement subsequently reported or disclosed to the Scottish FA.
- 78.4 Reinstatement to amateur status under Article 78.3 may not be granted until a period of 6 months has elapsed from the date upon which any suspension resulting from the infringement expired.
- 78.5 Reinstatement to amateur status under Article 78.3 shall only apply to the area under the jurisdiction of the National Association named in the application form.
- 78.6 A player of professional status shall not be inhibited because of such status from moving from one club to another or from playing for any club provided that his doing so is within the limitations of the regulatory framework governing player movement and participation.

79. SUBJECT TO ARTICLES AND RULES

- 79.1 A player having signed a registration form shall be subject to and shall comply with these Articles, the Laws of the Game and the rules, procedures and regulations of the Scottish FA, whose decision in all matters in dispute shall be final and binding, subject to any relevant appeals or arbitration procedure available in terms of these Articles, and all registration forms shall display prominently a statement to this effect. Failure to so comply by a player may result in the player being deemed ineligible to play for the club for which he is registered and/or being liable to such penalties or conditions as the Judicial Panel may think proper.
- 79.2 A player who participates in any match played under the jurisdiction of the Scottish FA shall also be subject to the terms of Article 79.1.
- 79.3 A player who has signed a registration form or who participates in any match played under the jurisdiction of or with the permission of the Scottish FA shall be subject also to the regulations and authority of UEFA and FIFA and decisions issued by the Court of Arbitration for Sport.

79.4 A player having signed a registration form of any description shall not sign another unless as authorised elsewhere in these Articles. A signing can be made invalid only by declaration of the Scottish FA.

80. PROHIBITION ON APPROACH TO REGISTERED PLAYER

80.1 Except as otherwise provided by these Articles, the Registration Procedures or such regulations as are issued by FIFA, in connection with the status and transfer of players, from time to time, a club, official, Team Official or other member of Team Staff, Team Scout, player or other person, shall not directly or indirectly induce or attempt to induce a registered player of another club to leave for any purpose whatsoever the club for which he is so registered. Public statements by officials of their interest in registered players of other clubs or by players expressing interest in registered players of other clubs shall be regarded as attempts to induce within the meaning of this Article 80.1.

80.2 Except as otherwise provided by these Articles, no club shall employ a player who is registered for any other club or who has failed to comply with a decision of the Board.

80.3 Except as otherwise provided by these Articles, the Registration Procedures or such regulations as are issued by FIFA, in connection with the status and transfer of players, from time to time, a registered player shall not directly or indirectly through an agent or otherwise communicate with or approach another authorised club or any official or player of another authorised club or other person with the object of negotiating or arranging the transfer of registration of himself or another player of any other authorised club during the currency of his or that other player's contract.

80.4 No member or person instructed by such member shall either directly or indirectly induce or attempt to induce any manager, coach, trainer or other person involved in the training or management of the team of another member to terminate a contract of employment with that other member (whether or not by breach of contract) or either directly or indirectly approach any manager, coach, trainer or other person, as aforesaid, with a view to offering employment without first obtaining the consent in writing of that other member.

81. REVERSION OF TRANSFER OF REGISTRATION RIGHTS

81.1 If any club is expelled, resigns, retires or ceases for whatever reason to be a member of the Scottish FA, the registrations of the players who are registered with the Scottish FA by such club shall continue to be held by the Scottish FA for such period as the Board determines. Without prejudice to the foregoing generality, the Scottish FA shall not be responsible to meet any financial obligations to such registered players.

82. INTERNATIONAL SELECTION

82.1 No player selected to attend any international or other match arranged by the Scottish FA shall refuse to comply with the arrangements for playing in such match or fail to attend such match without good and sufficient cause. No club or official or Team Official or other member of Team Staff shall encourage or instigate or cause such player so to refuse.

82.2 Any player selected to attend any international or other match arranged by the Scottish FA shall comply with these Articles and any statutes, regulations, directives, codes, decisions and International Match Calendar promulgated by the Board, the Professional Game Board, a Committee or sub-committee, FIFA, UEFA or the Court of Arbitration for Sport, including the Anti-Doping Regulations.

83. NOT USED

84. REGISTRATION FOR COMPETITIONS

For competition purposes only, any Affiliated Association, Affiliated National Association or other recognised football body may make provision in its rules for the registration of players but such registration shall not be binding on the player in any manner contrary to these Articles.

85. REPRESENTATIVES OF PLAYERS AND WORKING WITH INTERMEDIARIES

- 85.1 All clubs and persons under the jurisdiction of the Scottish FA shall be bound by and shall comply with the Intermediary Regulations and the FIFA Intermediary Regulations.
- 85.2 In respect of any Intermediary Activity all clubs and players must either retain the services of an Intermediary in accordance with the Intermediary Regulations or shall represent themselves. No club or player or Intermediary shall participate in and/or undertake any Intermediary Activity in any other manner. The Judicial Panel will have jurisdiction to deal with any alleged breach of the Intermediary Regulations and to impose sanctions in relation to a breach thereof as prescribed within the Judicial Panel Protocol.

PROVISIONS APPLICABLE TO RECOGNISED FOOTBALL BODIES, CLUBS, PLAYERS, ETC.

86. COMMUNICATIONS AND ENQUIRIES

- 86.1 In order that the affairs of the Scottish FA may be conducted without unreasonable hindrance, a recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA is required to answer a written communication from the Scottish FA timeously. Any such body or person will comply with all instructions and/or requests regarding delivery of documents or any other form of evidence as are issued by the Scottish FA.
- 86.2 The Board, the Professional Game Board, the Non-Professional Game Board and each Committee and sub-committee is authorised to compel any recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA to appear before it as a witness and/or to assist it in its enquiries.

87. ACCEPTANCE OF AWARDS, ETC.

- 87.1 No club, manager, trainer or other official, Team Official or other member of Team Staff or player of any club or any referee shall accept or receive or permit it or its name to be associated with the acceptance of any testimonial, presentation or gift, where the value of the gift is more than £200, without the prior approval of the Scottish FA.
- 87.2 A club, or any manager, trainer or other official, Team Official or other member of Team Staff or player of a club, referee or other person under the jurisdiction of the Scottish FA shall not contribute to any testimonial, presentation or gift which has not been sanctioned as appropriate by the Scottish FA or by an Affiliated National Association.

ANTI-DOPING

88. THE ANTI-DOPING REGULATIONS

- 88.1 All players, recognised football bodies, clubs, officials, Team Officials, Team Staff, referees and other persons under the jurisdiction of the Scottish FA are bound by and are required to comply in all respects with the provisions of the Anti-Doping Regulations.
- 88.2 Any allegations that Article 88.1 and the provisions of the Anti-Doping Regulations have been breached shall be considered and determined by the Scottish FA (or its designee) in accordance with the terms of the Anti-Doping Regulations.
- 88.3 The Scottish FA (or its designee) shall have the power to impose such penalties as are specified in the Anti-Doping Regulations for any breaches of this Article 88 and of the Anti-Doping Regulations.
- 88.4 If it is established that a breach of the Anti-Doping Regulations has occurred, the Scottish FA (or its designee) shall impose such penalties and consequences as are provided in the Anti-Doping Regulations. Any such decision is subject to the appeal rights and mechanisms outlined in the Anti-Doping Regulations.
- 88.5 All suspensions imposed for any breach of Article 88 and the Anti-Doping Regulations shall be regulated strictly in accordance with the provisions of the Anti-Doping Regulations.

REFEREES

89. REFEREES

All persons intending to participate as referees in Association Football played under the jurisdiction of the Scottish FA require to be registered as a referee with the Scottish FA and in membership of one of the Referees' Associations. The Referee Committee shall determine the classification system for all referees. No person below 16 years of age shall be registered as a referee.

90. REGISTER OF REFEREES

90.1 The Scottish FA shall maintain a register of referees. Referees having been included within the register of referees shall be subject to and comply with these Articles and to any regulations, statutes, directives, codes or decisions promulgated or issued by the Board, the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee or sub-committee, FIFA, UEFA or the Court of Arbitration for Sport. From this register, the Referee Committee shall determine annually the List of Referees for matches involving a club or clubs in full membership.

90.2 Unless the rules of a European or other competition prescribe to the contrary, or unless the Scottish FA gives permission to the contrary, every match in which a club in full membership is engaged within Scotland shall be controlled by a Referee whose name is included within the List of Referees. All other matches which are played under the jurisdiction of the Scottish FA in which one or both clubs are in registered membership shall be controlled by a referee who is a registered referee, and any exception to this Article 90.2 shall only be allowable at the discretion of the Referee Committee.

90.3 The Scottish FA will use its reasonable endeavours to facilitate the appointment(s) of match officials to matches as specified in Article 90.2, and those matches played under the jurisdiction of the Scottish Junior FA and Scottish Women's Football.

91. PARTICIPATION AS A PLAYER OR REPRESENTATIVE OF A RECOGNISED FOOTBALL BODY

91.1 A referee whose name is included in the List of Referees shall not be eligible to take part in any match as a player or to be nominated as a representative of a recognised football body or club as prohibited in terms of these Articles unless he has officially resigned as a registered referee and from membership of his Referees' Association and has satisfied the Referee Committee that he has permanently ceased to be a referee.

91.2 All other registered referees may participate in football as a player or as a representative of a recognised football body or club, provided that to do so is not contrary to these Articles and that there is no conflict of interest between his role as a referee and his role as a player, Team Official or other member of Team Staff or official.

91.3 If a referee is suspended as a player, Team Official or other member of Team Staff or official his registration as a referee is suspended for the duration of the period of such suspension.

92. PAYMENT TO REFEREES

It is not permitted that any club may pay more than the authorised tariff for the services of a match official from the List of Referees, nor is it permitted for a match official to accept payment in excess of the tariff. A club cannot issue more than two complimentary tickets to each of the appointed match officials at any match. In all Challenge Cup Competition appointments made by the Scottish FA the remuneration of match officials shall be on the scale laid down in the tariff for the List of Referees. In all appointments made by Affiliated National Associations or other recognised football bodies to matches under their direct jurisdiction the authorised tariff of the relevant appointing body shall apply.

93. DISCUSSION OF POINTS OF PLAY

A referee shall be permitted to discuss points of play related to a match strictly in accordance with instructions promulgated by the Referee Committee and approved by the Board from time to time.

PENALTIES

94. JUDICIAL PANEL'S POWERS

- 94.1 No recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other persons under the jurisdiction of the Scottish FA shall bring the game into disrepute.
- 94.2 Any recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA is obliged to comply with the decisions and/or determinations of the Scottish FA (including the Professional Game Board, the Non-Professional Game Board, the Judicial Panel, a Committee and any sub-committee), subject to any right of appeal available to such entity or person pursuant to these Articles.
- 94.3 When a sentence of expulsion has been passed, the permanency or otherwise of such expulsion shall be a matter for the discretion of the Judicial Panel.

95. INFRINGEMENT OF THESE ARTICLES

The Judicial Panel shall have jurisdiction, subject to the terms of the Judicial Panel Protocol, to deal with any alleged infringement of any provision of these Articles. A recognised football body, club, official, Team Official or other member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA if found to have infringed the Articles shall be liable to censure or to a fine or to a suspension or to an expulsion or to ejection from the Challenge Cup Competition, to any combination of these penalties or such other penalty, condition or sanction as the Judicial Panel considers appropriate, including such other sanctions as are contained within the Judicial Panel Protocol, in order to deal justly with the case in question.

96. OTHER SANCTIONS

- 96.1 No recognised football body, club, official, Team Official or other member of Team Staff, player or other person under the jurisdiction of the Scottish FA, reported to the Scottish FA by a referee for misconduct, or any such body or person, shall, in an interview, a "blog" on the Internet, on a social networking or micro-blogging site, or in any other manner calculated or likely to lead to publicity which is brought to the Scottish FA's attention or of which the Scottish FA becomes aware by whatever manner or means, criticise the performance(s) of any or all match official(s) in such a way as to indicate bias or incompetence on the part of such match official or make remarks about such match official which impinge upon his character.
- 96.2 No club, official, Team Official, other member of Team Staff or player shall make public comments which relates to a referee who has been appointed to a match involving the club of the official, Team Official, other member of Team Staff or player; such comments having been made by the official, Team Official, other member of Team Staff or player at any time prior to the relevant match.
- 96.3 Suspension of a referee by an Affiliated National Association or other recognised body shall only be effective within that association or body.
- 96.4 If a person is debarred by the Scottish FA from taking part in football management, any office held by him in relation to the Scottish FA or its members or other recognised football body shall be immediately vacated.
- 96.5 No official, Team Official, other member of Team Staff or player shall engage in harassment, either orally or physically, of any of the match officials so officiating, during and/or directly after a match involving the club of the official, Team Official, other member of Team Staff or player.
- 96.6 A recognised football body, club, official, Team Official, other member of Team Staff, player or other person under the jurisdiction of the Scottish FA shall, at all times, act in the best interests of Association Football and shall not act in any manner which is improper or use any one, or a combination of, violent conduct, serious foul play, threatening, abusive, indecent or insulting words or behaviour.

97. FAILURE TO PAY A FINE

In the event that any fine imposed upon any recognised football body, club, official, Team Official or other member of Team Staff, player, Intermediary, referee, Team Scout or any other person under the jurisdiction of the Scottish FA is not paid by or on behalf of such person, in accordance with the direction(s) of the Judicial Panel, pursuant to the Judicial Panel Protocol, the Scottish FA will be entitled to offset such outstanding fine from and against the relevant amount of any monies held by the Scottish FA by or on behalf of such person or owed by the Scottish FA to such person. In the case of an official, Team Official or other member of Team Staff or player or Team Scout, the Scottish FA will be entitled to effect offset in the context of monies otherwise due to the club with which such official, Team Official or other member of Team Staff or player or Team Scout is associated.

98. NOT USED

RESOLUTION OF DISPUTES BETWEEN MEMBERS

99. ARBITRATION

General

- 99.1 This Article 99 comprises an agreement by parties who are subject to the jurisdiction of the Scottish FA, to submit disputes of certain natures, as specified in more detail below, to arbitration. It is important for parties to understand that the resolution of any dispute under this Article 99 comprises resolution by arbitration. Accordingly the provisions of the Arbitration (Scotland) Act 2010 (“**the 2010 Act**”), together with the Scottish Arbitration Rules which form Schedule 1 to the 2010 Act (with the exception of default rules which are disapplied by this Article 99) must be considered together with this Article 99, together with any amendments to the said Act and/or any other statutory or other provisions which may be relevant to the conduct of an arbitration in Scotland.
- 99.2 It is also important for parties to recognise that arbitrations under this Article 99 provide for resolution by an independent arbitral tribunal. The role of the Scottish FA and officers thereof, arises (in disputes which do not involve the Scottish FA) in respect of the appointment of tribunals. In respect of any jurisdictional matter, which cannot be agreed between the parties, such matters shall be determined by the arbitral tribunal, who shall have available the powers provided to them in this Article 99 and in the 2010 Act or otherwise by the law of Scotland. The Scottish FA may, in its appointment role, point out to parties an obvious jurisdictional issue, or an obvious conflict issue (for instance in a party’s nomination of an arbitrator in terms of this Article) or otherwise. Insofar as a party does not agree with the Scottish FA in such circumstances, then the appointment of the tribunal shall proceed and the tribunal shall resolve the matter. Where the Scottish FA has raised such a matter with a party, and the party declines to take a step suggested by the Scottish FA, an arbitral tribunal may take such into consideration in any award of costs.
- 99.3 In respect of all arbitrations conducted under this Article 99, the law governing the arbitration shall be the law of Scotland and the seat of the arbitration shall be Scotland.
- 99.4 Where a player, official, referee, club, league or association has the right to refer a dispute to any recognised football body, then such dispute shall be so referred to such recognised football body and any appeal shall proceed in accordance with the provisions of Paragraph 14 of the Judicial Panel Protocol. Similarly appeals against Determinations of a Disciplinary Tribunal, disciplinary committee or a Club Licensing determination shall proceed in accordance with the relevant provisions of Paragraph 14 of the Judicial Panel Protocol. Where such a right of appeal exists to the Judicial Panel or tribunals appointed therefrom, then such matters shall not be referred to arbitration under this Article 99.

Definitions

- 99.5 An “**associated person**” shall have the definition ascribed to it in Article 1.1.
- 99.6 A “**Scottish FA Dispute**” in this Article 99 shall be any dispute or difference (with the exception of a matter which falls within the supervisory jurisdiction of the Court of Session, and with the exception of any matter for which the Judicial Panel or tribunals appointed therefrom have jurisdiction under these Articles) with the Scottish FA.
- 99.7 A “**Football Dispute**” in this Article 99 shall be a dispute between or among members and/or any associated person(s) arising out of or relating to Association Football (with the exception of a matter which falls within the supervisory jurisdiction of the Court of Session, and with the exception of any matter for which the Judicial Panel or tribunals appointed therefrom have jurisdiction under these Articles).
- 99.8 Other definitions shall have the meaning ascribed to them elsewhere in the Articles.

Scottish FA Dispute Arbitrations

- 99.9 The fact of membership of the Scottish FA and/or the submission to the jurisdiction of the Articles and/or association with such member by an associated person shall constitute an agreement by a member; and/or an associated person and/or the Scottish FA that such member and/or associated person and/or the

Scottish FA shall settle a Scottish FA Dispute by arbitration conducted in accordance with Articles 99.9 to 99.12.

- 99.10 Failing agreement, in respect of a Scottish FA Dispute, the arbitrator shall be selected and appointed by the Chairman or Vice Chairman of the Chartered Institute of Arbitrators (Scottish Branch) or by the President or Vice President of the Law Society of Scotland or by the Executive Director or the Chairman of Sports Resolutions (UK) (a trading name of Sports Dispute Resolution Panel Limited, company no. 03351039, registered at 1 Salisbury Square, London, EC4Y 8AE) ("Sport Resolutions"). Where appointment is by Sport Resolutions, Sports Resolution's Arbitration Rules, as amended by Sports Resolutions from time to time (https://www.sportresolutions.co.uk/uploads/related-documents/D_3_-_Arbitrations_Rules.pdf), shall apply, save that (1) all such arbitrations shall follow the Full Arbitration Procedure; and (2) their provisions regarding the seat, applicable law, and statutory regime shall be deleted, so that the the law governing the arbitration shall be the law of Scotland and the seat of the arbitration shall be Scotland, and the Arbitration (Scotland) Act 2010 (as amended), shall apply.
- 99.11 With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, Rules 11, 22, 26, 41, 43 and 46 of the Scottish Arbitration Rules shall not apply.
- 99.12 A member, an associated person and/or the Scottish FA shall not take a Scottish FA Dispute to a court of law except with the prior approval of the Board. For the avoidance of doubt, this Article 99.12 does not prevent a member, associated person and/or the Scottish FA from raising proceedings for time bar purposes, subject to such proceedings being sisted at the earliest opportunity for resolution in accordance with this Article 99.

Football Dispute Arbitrations

- 99.13 The fact of membership of the Scottish FA and/or the submission to the jurisdiction of the Articles and/or association with such member by an associated person shall constitute an agreement by (i) a member; and/or (ii) an associated person that such member and/or associated person shall settle a Football Dispute by arbitration conducted in accordance with Articles 99.13 to 99.29.
- 99.14 A Football Dispute shall not be referred under these provisions where (i) the Scottish FA (including the Judicial Panel and any Committee or sub-committee) has power to determine a dispute or other issue in accordance with a different provision of these Articles or the Judicial Panel Protocol; or (ii) the member or associated person has not taken every possible step to have the Dispute resolved in accordance with these Articles or rules of the Scottish FA and appeals processes contained therein.
- 99.15 A member or an associated person may not take a Football Dispute to a court of law except with the prior approval of the Board. For the avoidance of doubt, this Article 99.15 does not prevent a member or associated person from raising proceedings for time bar purposes, subject to such proceedings being sisted at the earliest opportunity for resolution in accordance with this Article 99.
- 99.16 The submission of a Football Dispute to arbitration by a member or associated person ("**the Referring Party**") shall be lodged in writing by delivery to the Secretary and, at the same time, to the other party or parties to the Football Dispute of a notice to refer to arbitration (a "**Notice to Refer**"), which notice shall include (i) the nature and a brief description of the dispute and of the parties involved; (ii) details of where and when the dispute has arisen; (iii) the nature of the redress which is sought; and (iv) the names and addresses of the parties to the contract (including, where appropriate, the addresses which the parties have specified for the giving of notices). The last date on which the Notice to Refer is served on the other parties and the Secretary shall be deemed to be the date on which the arbitral proceedings are commenced.
- 99.17 Where a Football Dispute has been referred to arbitration, each such member or any associated person involved in the Football Dispute shall submit to the jurisdiction of the Tribunal and shall adhere to the provisions in this Article 99.
- 99.18 The Scottish FA shall maintain a list of qualified candidates ("**the Tribunal Candidate List**") to sit as arbitrators in tribunals to determine Football Disputes referred in accordance with this Article 99. The Secretary is authorised by the Board to appoint members of the Tribunal Candidate List for the purposes of this Article 99.

- 99.19 Any arbitration referred to arbitration in accordance with this Article 99 shall be conducted pursuant to the following provisions:-
- (a) upon receipt of a Notice to Refer by the Secretary, the Secretary, or his nominee, shall send notice (“**the Secretary’s Notice**”) to the Referring Party and to any other party or parties with an interest in the Dispute (“**the Respondents**” and, together with the Referring Party, “**the Parties**”) which notice shall include (i) a copy of the Notice to Refer; (ii) a list of the component members of the Tribunal Candidate List; (iii) a copy of the provisions of this Article 99; and (iv) an invitation to the Parties to nominate or agree to the appointment of arbitrators in accordance with this Article 99.19;
 - (b) the arbitral tribunal (“**the Tribunal**”) may consist of three arbitrators. If so, each Party shall nominate an individual from the Tribunal Candidate List as its arbitrator, and the two arbitrators so appointed shall appoint a third arbitrator who shall be or has been a solicitor or advocate or member of the judiciary (Sheriff Court or Court of Session) of not less than 10 years’ standing (including cumulatively in a combination of the said functions) and who shall act as chairman of the Tribunal (“**the Tribunal Chairman**”). The Tribunal Chairman shall generally be a suitable person appointed from the Tribunal Candidate List, but may, where appropriate, be a solicitor or advocate, or member of the judiciary (Sheriff Court or Court of Session) of not less than 10 years’ standing (including cumulatively in a combination of the said functions) who is not included in the Tribunal Candidate List;
 - (c) if either Party fails to nominate an arbitrator within 14 days of receiving the Secretary’s Notice, such arbitrator(s) shall be appointed from the Tribunal Candidate List by the Secretary, or his nominee. In such circumstances, the Secretary or his nominee shall have the power in his sole discretion to appoint a single arbitrator or a panel of three arbitrators;
 - (d) if the two arbitrators nominated by the Parties fail to agree upon the appointment of a third arbitrator within 14 days of the appointment of the second arbitrator, the third arbitrator shall be appointed by the President or Vice President of The Law Society of Scotland at the written request of either Party or the Secretary. The Party so requesting shall initially bear the nomination fee, but the Tribunal shall in its sole discretion have the power to order that the nomination fee is paid or repaid by any Party;
 - (e) the Parties may agree to appoint jointly a single arbitrator from the Tribunal Candidate List. If so, the Parties shall nominate such single arbitrator within 14 days of receiving the Secretary’s Notice; failing which the single arbitrator shall be appointed by the Secretary. Such a single arbitrator shall generally be a suitable person appointed from the Tribunal Candidate List, but may, where appropriate, be a person who is not included in the Tribunal Candidate List;
 - (f) if any arbitrator appointed by a Party, the Secretary, or the President or Vice President of The Law Society of Scotland shall die, refuse to act or become incapacitated from acting prior to the making of an award, a further arbitrator shall be appointed to replace him in the same manner as such original arbitrator was appointed. The provisions of Article 99.19(c) shall apply to a replacement appointment by a Party with notice of the death, refusal or incapacity of the original arbitrator being substituted for the Secretary’s Notice; and
 - (g) with reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default rules of the Scottish Arbitration Rules shall be modified or disapplied, so as to comply with the express rules of this Article 99. Rules 11, 22, 41, 43 and 46 of the Scottish Arbitration Rules shall not apply.
- 99.20 As soon as practicable after it has been convened the Tribunal may convene a meeting with the Parties or their representatives.
- 99.21 The Tribunal may adopt such procedures as it considers appropriate for the resolution of the Football Dispute to ensure its just, expeditious, economic, and final determination and may proceed by way of oral hearing or by written submission and by such manner of evidence as it considers appropriate. Any award or procedural decision of the Tribunal shall if necessary be made by a majority and, in the event that no majority may be formed, the Tribunal Chairman shall make his determination as if he were a sole arbitrator.
- 99.22 The Tribunal may make part awards on different issues at different times.

- 9.23 If, before the award is made, the Parties agree on a settlement of the Football Dispute, the Tribunal shall either issue an order for termination of the reference to arbitration or, if requested by both Parties and accepted by the Tribunal, record the settlement in the form of an award on joint consent, and in such case the award shall be treated as an Arbitral award. The Tribunal shall then be discharged and the reference to arbitration concluded subject to payment by the Parties of any outstanding fees and expenses of the Tribunal.
- 99.24 The Tribunal shall have the power to assess and grant an award and/or damages, and interest thereon, and make such other order as it deems appropriate in its reasonable discretion.
- 99.25 The Tribunal shall have the power to make such order against one or more of the Parties as it considers appropriate as to the costs of the arbitration, which shall include the fees and expenses of the arbitrators and of any hearings (including any administrative costs) and the Parties' expenses and outlays of the Scottish FA (which shall follow the direction of the Tribunal Chairman and shall be as agreed by the Parties and the Scottish FA or, failing such agreement, as determined by means of taxation, on the application of the Parties or the Scottish FA to the auditor of the sheriff court at Glasgow and the Parties and the Scottish FA agree that the Tribunal shall have the power to order a Party to pay the costs of the taxation) in the arbitration. For the avoidance of doubt, the whole costs, expenses and outlays of the arbitration, including the Tribunal's fees and outlays and any reasonable fees and outlays incurred by the Scottish FA, shall be borne by the Parties.
- 99.26 In the event of default by either Party in respect of any procedural order of the Tribunal, the Tribunal shall have the powers provided in the Scottish Arbitration Rules.
- 99.27 None of the Tribunal, the Tribunal's clerk (if any), the Secretary, nor the Scottish FA shall be liable to any Party for any act or omission in connection with any arbitration in respect of a Football Dispute conducted under this Article 99, unless the act or omission is in bad faith, and any employee or agent of the Scottish FA is similarly protected from any such liability.

General provisions

- 99.28 Any Scottish FA Dispute or Football Dispute decided under the procedure referred to in this Article 99 shall be final and binding on the Parties.
- 99.29 For the avoidance of doubt, the parties to any arbitration established pursuant to this Article 99 agree to renounce their respective rights of appeal, save in respect of the mandatory provisions of the Arbitration (Scotland) Act 2010 in respect of challenging awards, or as otherwise expressly provided in this Article 99.

NOTICES

100. NOTICES

- 100.1 Any notice to be given to or by any person pursuant to these Articles shall be in writing, except that a notice calling a meeting of the Board need not be in writing.
- 100.2 The signature on any notice required to be given by the Scottish FA may be typed or printed or otherwise written.
- 100.3 A notice may be served by the Scottish FA upon any member or upon any Director, member of the Congress or co-opted person by sending it through the post in a prepaid letter addressed to such member or person at its registered address (in the case of a body corporate, which expression shall include unincorporated associations of persons) or such address (home or business) as shall be nominated for the purpose, failing which the last address known to the Scottish FA for the relevant member or person (in the case of an individual), or by electronic communication. Notwithstanding the foregoing, the Scottish FA shall assess entitlement to any expenses claimed by individuals by reference to their respective nominated addresses. All such individuals shall be obliged to notify such addresses (together with any changes) and their personal e-mail addresses to the Scottish FA in writing. By furnishing their details to the Scottish FA, all persons consent to the inclusion of their nominated addresses and contact information in the Scottish FA's Handbook from time to time.
- 100.4 Any notice sent by post shall be deemed to have been served on the day following that on which the envelope containing the same was posted, and in proving such service it shall be sufficient to produce a certificate that the envelope containing the notice was properly addressed and duly posted. Any notice served by electronic communication will be deemed to be served at the time a read receipt has been sent in relation to it.
- 100.5 Where a given number of days' notice or notice extending over any period is required to be given, neither the day for which notice is given nor the day of service (i.e. the day following that upon which the envelope containing same was posted) shall be included in such number of days or other period.
- 100.6 The accidental omission to give notice of a meeting to, or the non-receipt of a notice for any meeting of the Scottish FA by any member or any member of the Congress, co-opted person, Director or any person entitled to receive notice shall not invalidate the proceedings at such meeting.
- 100.7 A member present at any meeting of the Scottish FA shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 100.8 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Scottish FA is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by electronic communication.

THE PROFESSIONAL GAME BOARD

1 INTRODUCTION

- 1.1 Pursuant to Article 63 of the Scottish FA's Articles of Association (the "Articles"), the Board has resolved to establish a sub-board of the Board to be known as the Professional Game Board (the "PGB") which will perform, on behalf of the Board, certain delegated functions in relation to the Professional Game. The Board has, with the authority of the Articles, provided for the due discharge by the PGB of the functions referred to above, in accordance with the undernoted terms ("Terms").
- 1.2 Unless otherwise defined in these Terms, words and expressions shall have the same meaning as set out in the Articles, as amended from time to time.
- 1.3 References in these Terms to Clauses are to clauses of these Terms. References in these Terms to Articles are to articles of the Articles.

2 DEFINITIONS

In these Terms:

"Budget"	means the operating budget for the Scottish FA, together with any forecasts, as approved by the Board from time to time;
"Distributable Surplus"	means those funds to be dispersed by the Board through the PGB and NPGB respectively as directed by the Board;
"Football Management Board"	means the forum established by the Board, generally to review and discuss matters affecting the development of the game in Scotland, composing senior executives of the Scottish FA as approved by the Board;
"Funding Formula"	means a ratio of 85:15 (PGB:NPGB) of any Distributable Surplus which will be used to provide funds to each of the PGB and NPGB;
"nominated representatives"	means those PGB Members referred to in Clauses 4.1.2 to 4.1.4 inclusive;
"NPGB"	means the Non-Professional Game Board – being a sub-board established by the Board which will perform, on behalf of the Board, certain delegated functions in relation to the Non-Professional Game;
"Operational Board"	means the forum established by the Board generally to administer the internal operations of the Scottish FA, composing senior executives of the Scottish FA as appointed by the Board, which undertakes activities on behalf of the Board under a scheme of delegated authority;
"PGB Chairman"	means the chairman of the PGB, as appointed from time to time in accordance with Clause 9;

“PGB Members”	means those persons appointed from time to time to the PGB in accordance with Clause 4.1;
“Professional Game”	means the Scottish Professional Football League, the Scottish Highland Football League and the Scottish Lowland Football League or any member organisation, who in the opinion of the Licensing Committee are eligible to join the Professional Game;
“Professional Game Distributions”	means that part of the Distributable Surplus that shall have been allocated by the Board as distributions to the Professional Game, in accordance with the Funding Formula.

3 ESTABLISHMENT AND PURPOSE

The PGB is established by the Board and the Board has delegated to the PGB power to undertake the following functions, subject always to Clause 4.3:

- 3.1 in relation to the Challenge Cup Competition (the “Competition”),
- (i) administering the Competition and the rules of the Competition; and
 - (ii) administering and overseeing the Board’s policy on distributions and deductions in respect of clubs participating in the Competition, PROVIDED ALWAYS THAT the Board shall retain and reserve the responsibility for determining all commercial issues (including the sale and exploitation of sponsorship, broadcasting and licensing rights) and taking any decisions relating to the structure, format and regulation of the Competition, including the drafting of rules and regulations of the Competition, which matters shall not be delegated to the PGB;
- 3.2 in relation to the activities of the relevant Scottish FA’s national teams (Men’s ‘A’ team and age-group teams, and Womens and Girls ‘A’ team and age group teams) and such other team as selected by the Scottish FA from time to time (the “National Teams”),
- (i) determining venues for hosting of matches of the National Teams;
 - (ii) determining the participation of the National Teams in tournaments/matches and the hosting of tournaments/matches involving the National Teams;
 - (iii) considering and determining matters relative to the eligibility of players to play at international level; and
 - (iv) monitoring and reviewing the activities of the Scottish FA’s Performance Department and its performance against budget and objectives, PROVIDED ALWAYS THAT the Board shall retain and reserve the responsibility for determining all commercial issues relating to all the National Teams (including the sale and exploitation of sponsorship, broadcasting and licensing rights, and any conditions for the staging of matches);
- 3.3 making recommendations to the Board on the allocation and disbursement of the Professional Game Distributions, and the implementation and monitoring on behalf of the Board of any conditions attached by the Board to the Professional Game Distributions;
- 3.4 liaising and consulting with and making recommendations to the Board on any matters relating to the Professional Game debated by the Board where the Board has asked for advice on behalf of the Professional Game;
- 3.5 liaising and consulting with and advising the Board on its consideration from time to time of the Budget in accordance with the Funding Formula, to the extent that the same affects the Professional Game Distributions;

- 3.6 making recommendations and decisions relating to medical, sports science, anti-doping, nutrition and fitness issues as the same affect or impact upon the Professional Game;
- 3.7 making recommendations to the Board of the annual domestic and National Teams fixture schedule as the same relates to the Professional Game, PROVIDED ALWAYS THAT the final decision on the said schedule shall remain with and be reserved to the Board;
- 3.8 making recommendations to the Board on the policies that should be adopted in relation to FIFA, UEFA, other football associations' and confederations' policies and having discussions as the same may affect or impact upon the Professional Game, and making recommendations to the Board on the persons that the Board shall appoint or propose to committees and panels of FIFA and UEFA which affect or impact upon the Professional Game;
- 3.9 approving and advising, where requested by the Board, policies and reports relating to the Professional Game to be adopted by the Scottish FA and consulting as required with supporters' representatives relating to customer issues in the Professional Game;
- 3.10 implementing and monitoring policies set by the Board relating to the development of players and coaches in the Professional Game, and any initiatives designed to improve and promote standards in relation to the same, including policy matters and initiatives relating to underage football played within the Professional Game, together with the disbursement of funds allocated by the Board to such issues;
- 3.11 liaising on matters of policy with any committees or other relevant bodies established in connection with refereeing, equality, child protection or any other issues, insofar as they affect the Professional Game;
- 3.12 monitoring of the Scottish FA's expenditure on the player and coach education and development aspects of the Professional Game;
- 3.13 considering matters relative to the Professional Game in respect of:
- (i) discussions relating to the structure;
 - (ii) improving the quality of players developed by the professional clubs;
 - (iii) the development and education of professional coaches;
 - (iv) technical and scientific support of the game;
 - (v) Youth Initiative and/or Club Academy Scotland;
 - (vi) registration of players in the Professional Game;
 - (vii) matters which are capable of influencing the Professional Game, including Match Agents, Intermediaries, Sports Integrity (ie gambling), Release of Players for International football, and Facilities;
 - (viii) Status and Transfer of Players and the policies and regulation thereof;
 - (ix) consideration and making of recommendations to the Board (and such other committees or panels as appropriate) regarding matters in connection with the Professional Game; and
 - (x) to give and/or receive recommendations (as the case may be) to or from the Football Management Board on all matters relating to the player pathway.
- 3.14 considering, devising and administering (all as appropriate) criteria and such other matters in respect of funding schemes for the Professional Game, including the Club Academy Scotland programme, all in accordance with the Scottish FA's Performance Strategy;
- 3.15 in respect of the Professional Game:
- (i) approving changes to an Official Return where a non-conformity within the amendment to

Official Return has been referred by the Operational Board;

- (ii) ensuring all required persons are specified on an Official Return;
- (iii) approving persons to hold position within Association Football, and of changes to details on Official Return where a non-conformity within the amendment to Official Return has been referred by the Operational Board;
- (iv) approval of changes to registered grounds;
- (v) granting consent to any club having an interest in another club;
- (vi) granting consent to any person having an interest in more than one club;
- (vii) prescribing conditions in giving consent to dual interests in clubs;
- (viii) calling upon any recognised football body, club, Team Official, member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA to produce any books, letters or documents, or any other evidence at any time it desires;
- (ix) requiring clubs to provide services and facilities pursuant to any contract relating to sponsorship of the Scottish FA's competitions;
- (x) instructing reply to communications (inferred power to deal with non-reply);
- (xi) approval of changes to operating bodies constitutions and rules;
- (xii) authorising charity committee or association and relevant competition;
- (xiii) approving participation in or organisation of football matches or competitions;
- (xiv) approving of matches or competitions in which full or associate member clubs can play;
- (xv) approving of match or competition involving a club or team which is not under the jurisdiction of the Scottish FA;
- (xvi) approving of contracts or agreements relative to participation in, organisation of or promotion of a match or competition;
- (xvii) approving of the use of proceeds from matches or competitions;
- (xviii) approving of testimonial matches to which it may attach conditions;
- (xix) approving of the use of club ground for a testimonial match;
- (xx) approving transmission of football matches;
- (xxi) approving any proposed change in colour or design of a member club's playing shirt;
- (xxii) approval of name/logo/design for advertising on playing shirt;
- (xxiii) ensuring clubs maintain playing fields;
- (xxiv) ensuring clubs produce receipts re payments to players;
- (xxv) declaring registration form invalid;
- (xxvi) promulgating terms on which Player's Agents are authorised by the Scottish FA to represent players within the Scottish FA's territory; power to issue appropriate licences to registered Player's Agents;

- (xxvii) permitting (former) referee to play as player or to be nominated in representative role;
- (xxviii) approving club, official, players, etc. to receive testimonial gifts, presentations; and
- (xxix) approving club, official, players, etc. to contribute to testimonial gifts, presentations, etc.

3.16 such other responsibilities and activities as the Board may from time to time decide.

4 MEMBERSHIP

4.1 Subject to Clauses 5 and 7, the members of the PGB shall comprise:

4.1.1 the President, the Vice-President and the Chief Executive of the Scottish FA;

4.1.2 five (5) representatives from the Scottish Professional Football League ("SPFL") who shall be nominated in writing by the SPFL, one of whom shall be the Chief Executive of the SPFL for the time being. Any such nominee may be a person who is:

- (i) a director or officer of a football club in membership of the SPFL, or
- (ii) be a member of the board of management or committee of the SPFL and must be listed as such on the Official Return of the SPFL;

4.1.3 one (1) representative from the Scottish Football Highland League ("SHFL") who shall be nominated in writing by the SHFL. Such nominee may be a person who is:

- (i) a director or officer of a football club in membership of the SHFL, or
- (ii) be a member of the board of management or committee of the SHFL and must be listed as such on the Official Return of the SHFL; and

4.1.4 one (1) representative from the Scottish Lowland Football League ("SLFL") who shall be nominated in writing by the SLFL. Such nominee may be a person who is:

- (i) a director or officer of a football club in membership of the SLFL; or
- (ii) be a member of the board of management or committee of the SLFL and must be listed as such on the Official Return of the SLFL.

4.2 Subject to Clause 10, the PGB Members may exercise all such powers of the PGB, and do on behalf of the PGB all such acts as may be exercised and done by the PGB, and as are not by statute or by the Articles or by the Board Protocols or by these Terms required to be exercised or done by the Board or other emanation of the Board or in some other manner, PROVIDED NEVERTHELESS THAT the PGB may not do anything which contravenes or is inconsistent with:

- (i) any policy or decision of the Board;
- (ii) the Budget;
- (iii) the Funding Formula;
- (iv) the Professional Game Distributions (and any conditions attached by the Board thereto); or
- (v) the Articles, these Terms or any rules and regulations of the Scottish FA, FIFA and/or UEFA in force from time to time or any other agreement entered into by the Scottish FA with the agreement of the Board or under a general power delegated by the Board.

4.3 The PGB Members for the time being may act notwithstanding any vacancy in their number PROVIDED THAT the meeting(s) of the PGB is quorate in accordance with Clause 8.1.

4.4 In addition, and without prejudice to any other powers hereby or by law conferred on the PGB, the PGB

may from time to time and for such period and to such extent and generally on such terms as the PGB Members shall think fit, delegate to PGB Members and/or any employee of the Scottish FA and/or any co-optee duly appointed by the PGB (and approved by the Board) any powers and duties of the PGB as may be reasonable, subject to prior approval of the Board.

5 APPOINTMENT AND RETIREMENT OF PGB MEMBERS

5.1 Subject to Clauses 5.2 and 7, each nominated representative shall be appointed on an annual basis and can serve for a maximum continuous period of four years. At the expiry of such period, the relevant nominated representative must stand down from office and shall be eligible to stand for re-nomination.

5.2 No person may be appointed as a PGB Member:

5.2.1 unless he has attained the age of 18 years; or

5.2.2 in circumstances such that, had he already been a PGB Member, he would have been disqualified from acting under the provisions of Clause 7.

6 APPOINTMENT PROCESS OF PGB CHAIRMAN AND MEMBERS

6.1 The PGB Chairman shall be appointed in accordance with Clause 9. The PGB Chairman shall continue in office for 2 years from the date of the Annual General Meeting at which or succeeding which he is elected as an Office Bearer until the Annual General Meeting in the second year thereafter, and at such meeting the PGB Chairman shall be elected or re-elected as an Office Bearer.

6.2 Nominated representatives to the PGB shall be appointed as follows:

6.2.1 as soon as possible after 7th June 2011 and annually thereafter, after the Annual General Meetings, the SPFL, the SHFL and the SLFL, respectively, shall formally intimate to the Chief Executive of the Scottish FA their respective nominations for nominated representatives in accordance with Article 64.3.1 and Clause 4;

6.2.2 each nominated representative shall comply with Article 64.3.2; and

6.2.3 the Board shall consider and approve the intimated nominations, in its sole discretion.

6.3 In the event that the Board does not approve an intimated nominee for appointment to the PGB it will advise the nominating body of its decision. The nominating body shall be required to nominate an alternative nominee, who complies with Article 64.3.2, and intimate such alternative nomination to the Chief Executive of the Scottish FA within the subsequent 10 days for consideration by the Board.

6.4 In the event that a PGB Member resigns, or is disqualified from holding such office pursuant to Clause 7, the SPFL, the SHFL or the SLFL, as the case may be (being the relevant nominating body from whom the PGB Member derived his nomination), shall formally intimate a replacement nominee to the Chief Executive of the Scottish FA as soon as reasonably practicable thereafter.

7 DISQUALIFICATION OF PGB MEMBERS

The office of a PGB Member shall be vacated if:

7.1 by notice in writing to the Board he resigns from the PGB; or

7.2 being a PGB Member nominated by the SPFL, he is removed in writing by the SPFL; or

7.3 being a PGB Member nominated by the SHFL, he is removed in writing by the SHFL; or

7.4 being a PGB Member nominated by the SLFL, he is removed in writing by the SLFL; or

7.5 he becomes bankrupt, or makes any arrangement or composition with his creditors generally; or

- 7.6 he is under or is pending suspension imposed or confirmed by the Scottish FA, or the club or recognised football body from which he derived his appointment is itself under or pending such suspension; or
- 7.7 if appropriate, ceases to be an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment, or is suspended from being an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment as a consequence of an insolvency event involving a member or recognised football body; or
- 7.8 he ceases to be resident in Scotland; or
- 7.9 he becomes disqualified as or prohibited from being a company director by reason of any relevant order made against him in terms of the Company Directors' Disqualification Act 1986; or
- 7.10 he becomes at any time during his term of office the subject of an endorsed Disclosure from Disclosure Scotland; or
- 7.11 he fails to comply with policies of the Scottish FA as approved by the Board from time to time; or
- 7.12 he fails to comply with the obligations and duties incumbent on him as specified in the Articles.

8 PROCEEDINGS OF THE PGB

- 8.1 The PGB may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, unless otherwise determined in writing by the Board. The quorum for a meeting of the PGB shall be 6 provided that at least 1 of the President, the Vice-President or the Chief Executive must be present for a meeting to be quorate. In the event that a meeting is or becomes temporarily inquorate the PGB Chairman shall be entitled at his discretion to adjourn the commencement or conduct of the meeting for a period of up to 30 minutes, and to commence or re-commence the meeting when a quorum has been achieved. A quorum will be deemed to subsist even if a PGB Member or PGB Members is or are obliged to retire temporarily from the meeting for the reasons set out in Clause 8.10 and PROVIDED THAT at least 4 PGB Members remain, the PGB shall transact the business in question.
- 8.2 Questions arising at any meeting of the PGB shall be determined by a majority of votes of the PGB Members present and entitled to vote, and in the case of an equality of votes the PGB Chairman, in addition to his deliberative vote, shall have a casting vote. Voting at the meetings of the PGB shall be by show of hands and, on any resolution, each PGB Member shall have one vote.
- 8.3 The PGB Chairman or two PGB Members may, at any time, summon a meeting of the PGB by written notice served upon PGB Members.
- 8.4 A meeting of the PGB at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the PGB generally under these Terms.
- 8.5 A PGB Member who is unable to attend a meeting of the PGB is required, whenever possible, to give no less than 48 hours' notice of his non-attendance to the PGB Chairman.
- 8.6 The PGB may delegate any of its powers to committees consisting of such PGB Members or employees of the Scottish FA or such co-optees as appointed by the PGB (and approved by the Board) and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the PGB. The meetings and proceedings of any such committee shall be governed by regulations (if any) made by the PGB.
- 8.7 All acts bona fide done by any meeting of the PGB or of any committee of the PGB, or by any person acting as a member of the PGB or committee thereof shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a PGB Member or member of the committee as the case may be.

- 8.8 The PGB shall cause proper minutes to be made of the proceedings of all meetings of the PGB and of committees of the PGB and all business transacted at such meetings, which minutes shall be made available to the Board and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 8.9 A resolution in writing signed by all the PGB Members or by all the members for the time being of any committee of the PGB who are entitled to receive notice of a meeting of the PGB or of such committee shall be as valid and effectual as if it had been passed at a meeting of the PGB or of such committee duly convened and held; it may consist of several documents in the same form each signed by one or more of the PGB Members or members of any committee of the PGB, as the case may be.
- 8.10 If it is possible that a material decision may require to be taken regarding a matter which involves or concerns his club (including any matter in relation to a player, employee, member of Team Staff or Team Official of his club) or any recognised football body or any entity which he represents on the Council or PGB, a PGB Member shall retire from any deliberation of the PGB and he shall not be entitled to vote or direct any vote to be cast with regard to such a matter.
- 8.11 Save to the extent provided to the contrary in the Articles or the Board Protocols, the PGB Chairman shall be responsible for all matters of procedure relating to the PGB and his decision on such matters will be final and binding.

9 PGB CHAIRMAN

- 9.1 The PGB Chairman shall be as determined by the Office Bearers in their sole discretion.
- 9.2 The PGB Chairman shall preside as chairman at all meetings of the PGB at which he shall be present, but if he is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside, the alternative Office Bearer or the Chief Executive shall preside, and if neither of these persons are present at that time or are unwilling to preside, those PGB Members present shall nominate one of the other PGB Members to act as chairman for the purposes of that meeting at that meeting.

10 RESTRICTIONS

The PGB will not authorise or commit the Scottish FA to any expenditure in excess of the Professional Game Distributions nor borrow from any source nor pledge nor grant any security or right over any of the assets of the Scottish FA to any third party.

11 ELECTION TO THE BOARD

- 11.1 The PGB shall annually elect two of the nominated representatives to sit on the Board.
- 11.2 The election process shall take place at the first quorate meeting of the PGB called and held at a time determined by the PGB Chairman, in accordance with Clause 8.3 at the commencement of each Season.
- 11.3 None of the PGB Members can nominate himself to be one of the representatives of the PGB on the Board.
- 11.4 Subject to Clause 11.5, each PGB Member shall have one vote.
- 11.5 It will not be competent for the Office-Bearers or the Chief Executive to vote in this election process unless there is a tied vote, in which event there will be a second ballot in which process the Office-Bearers and the Chief Executive will be entitled to participate and vote. If after such second ballot there remains a tied vote, the Board will determine the identities of the nominees to the Board.

12 AMENDMENT

These Terms can only be amended by the Board. Any amendment made pursuant to this Clause 12 shall be binding on the PGB Members, all employees of the Scottish FA, all members of any sub-committees of the PGB and any others acting in any capacity for the PGB whatsoever, with immediate effect.

June 2017

THE NON-PROFESSIONAL GAME BOARD

1 INTRODUCTION

- 1.1 Pursuant to Article 63 of the Scottish FA's Articles of Association (the "Articles"), the Board has resolved to establish a sub-board of the Board to be known as the Non-Professional Game Board (the "NPGB") which will perform, on behalf of the Board, certain delegated functions in relation to the Non-Professional Game. The Board has, with the authority of the Articles, provided for the due discharge by the NPGB of the functions referred to above, in accordance with the undernoted terms ("Terms").
- 1.2 Unless otherwise defined in these Terms, words and expressions shall have the same meaning as set out in the Articles, as amended from time to time.
- 1.3 References in these Terms to Clauses are to clauses of these Terms. References in these Terms to Articles are to articles of the Articles.

2 DEFINITIONS

In these Terms:

"Budget"	means the operating budget for the Scottish FA, together with any forecasts, as approved by the Board from time to time;
"Distributable Surplus"	means those funds to be dispersed by the Board through the PGB and NPGB respectively as directed by the Board;
"Football Management Board"	means the forum established by the Board, generally to review and discuss matters affecting the development of the game in Scotland, composing senior executives of the Scottish FA as approved by the Board;
"Funding Formula"	means a ratio of 85:15 (PGB:NPGB) of any Distributable Surplus which will be used to provide funds to each of the PGB and NPGB;
"nominated representatives"	means those NPGB Members referred to in Clause 4.1.2;
"Nominating Body"	means the entity entitled to nominate one nominated representative onto the NPGB in accordance with the Articles; specifically being the East of Scotland League, the South of Scotland League, Scottish Junior FA, Scottish Amateur FA, Scottish Schools FA, Scottish Women's Football, Scottish Welfare FA and Scottish Youth FA, as the case may be;
"NPGB Chairman"	means the chairman of the NPGB, as appointed from time to time in accordance with Clause 9;
"NPGB Members"	means those persons appointed from time to time to the NPGB in accordance with Clause 4.1;
"Non-Professional Game"	means the levels of football in Scotland not involved in the Professional Game;
"Non-Professional Game Distributions"	means that part of the Distributable Surplus that shall have been allocated by the Board as distributions to the Non-Professional Game, in accordance with the Funding Formula;

“Operational Board”	means the forum established by the Board generally to administer the internal operations of the Scottish FA, composing senior executives of the Scottish FA as appointed by the Board, which undertakes activities on behalf of the Board under a scheme of delegated authority;
“PGB”	means the Professional Game Board – being a sub-board established by the Board which will perform, on behalf of the Board, certain delegated functions in relation to the Professional Game;
“Professional Game”	means the Scottish Professional Football League, the Scottish Highland Football League and the Scottish Lowland Football League or any member organisation, who in the opinion of the Licensing Committee are eligible to join the Professional Game.

3 ESTABLISHMENT AND PURPOSE

The NPGB is established by the Board and the Board has delegated to the NPGB power to undertake the following functions, subject always to Clause 4.2:

- 3.1 deciding on the allocation and disbursement of the Non-Professional Game Distributions and the implementation and monitoring on behalf of the Board of any conditions attached by the Board to the Non-Professional Game Distributions;
- 3.2 liaising and consulting with and making recommendations to the Board on any matters relating to the Non-Professional Game debated by the Board where the Board has asked for advice on behalf of the Non-Professional Game;
- 3.3 liaising and consulting with and advising the Board on its consideration from time to time of the Budget in accordance with the Funding Formula, to the extent that the same affects the Non-Professional Game Distributions;
- 3.4 making recommendations and decisions relating to medical, sports science, anti-doping, nutrition and fitness issues as the same affect or impact upon the Non-Professional Game;
- 3.5 making recommendations to the Board on the policies that should be adopted in relation to FIFA, UEFA, other football associations’ and confederations’ policies and having discussions as the same may affect or impact upon the Non-Professional Game, and making recommendations to the Board on the persons that the Board shall appoint or propose to committees and panels of FIFA and UEFA which affect or impact upon the Non-Professional Game;
- 3.6 approving, and advising, where requested by the Board, policies and reports relating to the Non-Professional Game to be adopted by the Scottish FA and consulting as required with supporters’ representatives relating to customer issues in the Non-Professional Game;
- 3.7 implementing and monitoring policies set by the Board relating to the development of players and coaches in the Non-Professional Game, and any initiatives designed to improve and promote standards in relation to the same, including policy matters and initiatives relating to underage football played within the Non-Professional Game, together with the disbursement of funds allocated by the Board to such issues;
- 3.8 liaising on matters of policy with any committees or other relevant bodies established in connection with refereeing, equality, child protection or any other issues, insofar as they affect the Non-Professional Game;
- 3.9 monitoring of the Scottish FA’s expenditure on the player and coach education and development aspects of the Non-Professional Game;

- 3.10 considering matters relative to the Non-Professional Game in respect of:
- (i) discussions relating to the structure;
 - (ii) improving the quality of players developed by clubs within the Non-Professional Game;
 - (iii) the development and education of coaches for and within the Non-Professional Game;
 - (iv) technical and scientific support of the game;
 - (v) registration of players in the Non-Professional Game; and
 - (vi) matters which are capable of influencing the Non-Professional Game, including Sports Integrity (ie betting), Facilities, Quality Mark etc;
- 3.11 considering all matters in connection with the playing of the Non-Professional Game including but not limited to:
- (i) consideration and making of recommendations to the Board (and such other committees or panels as appropriate) regarding matters in connection with the Non-Professional Game; and
 - (ii) conducting itself as a discussion forum for the bodies involved in the Non-Professional Game;
- 3.12 considering, devising and administering (all as appropriate) criteria and such other matters in respect of funding schemes for the Non-Professional Game, all in accordance with the Scottish FA's One National Plan;
- 3.13 in respect of the Non-Professional Game:
- (i) to consider and develop activities to the mutual advancement and benefit of senior Leagues which are not the subject of Club Licensing and also the Affiliated National Associations;
 - (ii) to consider all matters relating to associations, leagues, clubs and players within the Non-Professional Game in Scotland including but not limited to maximisation of participation levels, playing facilities, player registration (including national player registration system);
 - (iii) to enhance relationships with governmental agencies to maximise public sector support for participation in the Non-Professional Game in Scotland;
 - (iv) to consider and issue recommendations to the Board (and other Standing Committees and Panels as appropriate) regarding matters in connection with senior Leagues which, as determined by the Board, are not the subject of Club Licensing and also the Affiliated National Associations;
 - (v) to advance the implementation of matters relating to the Scottish FA's One National Plan;
 - (vi) to consider and determine on all relevant matters in respect of the Quality Mark Award;
 - (vii) to allocate expenditure on the Non-Professional Game in Scotland from the Scottish FA's budget as determined by the Board,
 - (viii) to liaise with, encourage and stimulate partnership activities in the Non-Professional Game in Scotland in support of the Scottish FA's Player Pathway;
 - (ix) to receive reports from and supervise the activities of the Regional Committees;
 - (x) to monitor, and to receive reports on, the activities of the Development Department in respect of Coach and Player Education programmes affecting the Non-Professional Game in Scotland; and
 - (xi) to give and/or receive recommendations (as the case may be) to or from the Football Management Board on all matters relating to the player pathway.

3.14 in respect of the Non-Professional Game:

- (i) approving changes to an Official Return where a non-conformity within the amendment to Official Return has been referred by the Operational Board;
- (ii) ensuring all required persons are specified on an Official Return;
- (iii) approving persons to hold position within Association Football, and of changes to details on Official Return where a non-conformity within the amendment to Official Return has been referred by the Operational Board;
- (iv) approval of changes to registered grounds;
- (v) calling upon any recognised football body, club, Team Official, member of Team Staff, player, referee or other person under the jurisdiction of the Scottish FA to produce any books, letters or documents, or any other evidence at any time it desires;
- (vi) enquiring into all and any financial arrangements between recognised football bodies, clubs and players and to cancel any agreement between clubs and players contrary to the Articles and to publish in the public press or otherwise the findings of the NPGB in this regard and the substance of any and all evidence tendered in such enquiries;
- (vii) requiring clubs to provide services and facilities pursuant to any contract relating to sponsorship of the Scottish FA's competitions;
- (viii) instructing reply to communications (inferred power to deal with non-reply);
- (ix) approving of the formation of associations, leagues, etc which are not subject to the jurisdiction of an Affiliated National Association;
- (x) approving of applications to form leagues and competitions, and approval of changes to such operating bodies constitution and rules where these are not under the jurisdiction of an Affiliated National Association;
- (xi) authorising charity committee or association and relevant competition;
- (xii) approving participation in or organisation of football matches or competitions where these are outwith the scope of a competition which is under the jurisdiction of an Affiliated National Association;
- (xiii) approving of matches or competitions in which full member clubs can play;
- (xiv) approving of match or competition involving a club or team which is not under the jurisdiction of the Scottish FA;
- (xv) approving of contracts or agreements relative to participation in, organisation of or promotion of a match or competition;
- (xvi) approving of the use of proceeds from matches or competitions;
- (xvii) approving of testimonial matches to which it may attach conditions where the beneficiary is a player, Team Official or official who would not normally participate under the jurisdiction of an Affiliated National Association;
- (xviii) approving of the use of club ground for a testimonial match where such ground is not normally under the jurisdiction of an Affiliated National Association;
- (xix) ensuring full member clubs maintain playing fields;
- (xx) ensuring clubs produce receipts re payments to players;
- (xxi) declaring registration form invalid;

- (xxii) arranging transfer or compensation fees in respect of players whose clubs cease to be members of the Scottish FA;
- (xxiii) approving club, official, players, etc. to receive testimonial gifts, presentations; and
- (xxiv) approving club, official, players, etc. to contribute to testimonial gifts, presentations, etc; and
- (xxv) power to reinstate to amateur status a player of non-amateur status; and
- (xxvi) power to consent to reinstated amateur playing outwith the jurisdiction of the association as an amateur.

3.15 such other responsibilities and activities as the Board may from time to time decide.

4 MEMBERSHIP

4.1 Subject to Clauses 5 and 7, the members of the NPGB shall comprise:

- 4.1.1 the President, the Vice-President and the Chief Executive of the Scottish FA; and
- 4.1.2 one representative from each Nominating Body, who shall be nominated in writing by the relevant Nominating Body.

4.2 Subject to Clause 10, the NPGB Members may exercise all such powers of the NPGB, and do on behalf of the NPGB all such acts as may be exercised and done by the NPGB, and as are not by statute or by the Articles or by the Board Protocols or by these Terms required to be exercised or done by the Board or other emanation of the Board or in some other manner, PROVIDED NEVERTHELESS THAT the NPGB may not do anything which contravenes or is inconsistent with:

- (i) any policy or decision of the Board;
- (ii) the Budget;
- (iii) the Funding Formula;
- (iv) the Non-Professional Game Distributions (and any conditions attached by the Board thereto); or
- (v) the Articles, these Terms or any rules and regulations of the Scottish FA, FIFA and/or UEFA in force from time to time or any other agreement entered into by the Scottish FA with the agreement of

4.3 The NPGB Members for the time being may act notwithstanding any vacancy in their number PROVIDED THAT the meeting(s) of the NPGB is quorate in accordance with Clause 8.1.

4.4 In addition, and without prejudice to any other powers hereby or by law conferred on the NPGB, the NPGB may from time to time and for such period and to such extent and generally on such terms as the NPGB Members shall think fit, delegate to NPGB Members and/or any employee of the Scottish FA and/or any co-optee duly appointed by the NPGB (and approved by the Board) any powers and duties of the NPGB as may be reasonable, subject to prior approval of the Board.

5 APPOINTMENT AND RETIREMENT OF NPGB MEMBERS

5.1 Subject to Clauses 5.2 and 7, each nominated representative shall be appointed on an annual basis and can serve for a maximum continuous period of one (1) year. At the expiry of such period, the relevant nominated representative must stand down from office and shall be eligible to stand for re-nomination.

5.2 No person may be appointed as a NPGB Member:

- 5.2.1 unless he has attained the age of 18 years; or

5.2.2 in circumstances such that, had he already been a NPGB Member, he would have been disqualified from acting under the provisions of Clause 7.

6 APPOINTMENT PROCESS OF NPGB CHAIRMAN AND MEMBERS

- 6.1 The NPGB Chairman shall be appointed in accordance with Clause 9. The NPGB Chairman shall continue in office for two (2) years from the date of the Annual General Meeting at which or succeeding which he is elected as an Office Bearer until the Annual General Meeting in the second year thereafter, and at such meeting the NPGB Chairman shall be elected or re-elected as an Office Bearer.
- 6.2 Nominated representatives to the NPGB shall be appointed as follows:
- 6.2.1 annually after the Annual General Meetings the Nominating Bodies shall formally intimate to the Chief Executive of the Scottish FA their respective nominations for representatives in accordance with Article 64.4.1 and Clause 4;
 - 6.2.2 each such representative shall comply with Article 64.4.2; and
 - 6.2.3 the Board shall consider and approve the intimated nominations, in its sole discretion.
- 6.3 In the event that the Board does not approve an intimated nominee for appointment to the NPGB it will advise the Nominating Body of its decision. The Nominating Body shall be required to nominate an alternative nominee, who complies with Article 64.4.2, and intimate such alternative nomination to the Chief Executive of the Scottish FA within the subsequent ten (10) days for consideration by the Board.
- 6.4 Each Nominating Body shall be entitled to nominate one alternate to attend meetings of the NPGB in the absence of the nominated representative.
- 6.5 In the event that a NPGB Member resigns, or is disqualified from holding such office pursuant to Clause 7, the Nominating Body (being the relevant Nominating Body from whom the NPGB Member derived his nomination), shall formally intimate a replacement nominee to the Chief Executive of the Scottish FA as soon as reasonably practicable thereafter.

7 DISQUALIFICATION OF NPGB MEMBERS

The office of a NPGB Member shall be vacated if:

- 7.1 by notice in writing to the Board he resigns from the NPGB; or
- 7.2 he is removed in writing by his Nominating Body; or
- 7.3 he becomes bankrupt, or makes any arrangement or composition with his creditors generally; or
- 7.4 he is under suspension imposed or confirmed by the Scottish FA, or the club or recognised football body from which he derived his appointment be under such suspension; or
- 7.5 if appropriate, ceases to be an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment, or is suspended from being an office-bearer, secretary, director or member of the board of management or committee of the club or recognised football body from which he derived his appointment as a consequence of an insolvency event involving a member or recognised football body; or
- 7.6 he ceases to be resident in Scotland; or
- 7.7 he becomes disqualified as or prohibited from being a company director by reason of any relevant order made against him in terms of the Company Directors Disqualification Act 1986; or
- 7.8 he becomes at any time during his term of office the subject of an endorsed Disclosure from Disclosure Scotland; or

- 7.9 he fails to comply with policies of the Scottish FA as approved by the Board from time to time; or
- 7.10 he fails to comply with the obligations and duties incumbent on him as specified in the Articles.

8 PROCEEDINGS OF THE NPGB

- 8.1 The NPGB may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless otherwise determined in writing by the Board. The quorum for a meeting of the NPGB shall be 6 provided that at least 1 of the President, the Vice President or the Chief Executive must be present for a meeting to be quorate. In the event that a meeting is or becomes temporarily inquorate the NPGB Chairman shall be entitled at his discretion to adjourn the commencement or conduct of the meeting for a period of up to 30 minutes, and to commence or re-commence the meeting when a quorum has been achieved. A quorum will be deemed to subsist even if a NPGB Member or NPGB Members is or are obliged to retire temporarily from the meeting for the reasons set out in Clause 8.10 and PROVIDED THAT at least 4 NPGB Members remain, the NPGB shall transact the business in question.
- 8.2 Questions arising at any meeting of the NPGB shall be determined by a majority of votes of the NPGB Members present and entitled to vote, and in the case of an equality of votes the NPGB Chairman, in addition to his deliberative vote, shall have a casting vote. Voting at the meetings of the NPGB shall be by show of hands and, on any resolution, each NPGB Member shall have one vote.
- 8.3 The NPGB Chairman or two NPGB Members may, at any time, summon a meeting of the NPGB by written notice served upon NPGB Members.
- 8.4 A meeting of the NPGB at which a quorum is present shall be competent to exercise all the authorities, powers and discretions for the time being vested in the NPGB generally under these Terms.
- 8.5 A NPGB Member who is unable to attend a meeting of the NPGB is required, whenever possible, to give no less than 48 hours' notice of his non-attendance to the NPGB Chairman.
- 8.6 The NPGB may delegate any of its powers to committees consisting of such NPGB Members or employees of the Scottish FA or such co-optees as appointed by the NPGB (and approved by the Board) and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the NPGB. The meetings and proceedings of any such committee shall be governed by regulations (if any) made by the NPGB.
- 8.7 All acts bona fide done by any meeting of the NPGB or of any committee of the NPGB, or by any person acting as a member of the NPGB or committee thereof shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such person or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a NPGB Member or member of the committee as the case may be.
- 8.8 The NPGB shall cause proper minutes to be made of the proceedings of all meetings of the NPGB and of committees of the NPGB and all business transacted at such meetings, which minutes shall be made available to the Board and any such minutes of any meeting, if purporting to be signed by the chairman of such meeting, or by the chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.
- 8.9 A resolution in writing signed by all the NPGB Members or by all the members for the time being of any committee of the NPGB who are entitled to receive notice of a meeting of the NPGB or of such committee shall be as valid and effectual as if it had been passed at a meeting of the NPGB or of such committee duly convened and held; it may consist of several documents in the same form each signed by one or more of the NPGB Members or members of any committee of the NPGB, as the case may be.
- 8.10 If it is possible that a material decision may require to be taken regarding a matter which involves or concerns his club (including any matter in relation to a player, employee, member of Team Staff or Team Official of his club) or any recognised football body or any entity which he represents on the Council or NPGB, a NPGB Member shall retire from any deliberation of the NPGB and he shall not be entitled to vote or direct any vote to be cast with regard to such a matter.

- 8.11 Save to the extent provided to the contrary in the Articles or the Board Protocols, the NPGB Chairman shall be responsible for all matters of procedure relating to the NPGB and his decision on such matters will be final and binding.

9 NPGB CHAIRMAN

- 9.1 The NPGB Chairman shall be as determined by the Office-Bearers in their sole discretion.
- 9.2 The NPGB Chairman shall preside as chairman at all meetings of the NPGB at which he shall be present, but if he is not present within fifteen minutes after the time appointed for holding a meeting or is unwilling to preside, the alternative Office Bearer or the Chief Executive shall preside, and if neither of these persons are present at that time or are unwilling to preside, those NPGB Members present shall nominate one of the other NPGB Members to act as chairman for the purposes of that meeting at that meeting.

10 RESTRICTIONS

The NPGB will not authorise or commit the Scottish FA to any expenditure in excess of the Non-Professional Game Distributions nor borrow from any source nor pledge nor grant any security or right over any of the assets of the Scottish FA to any third party.

11 ELECTION TO THE BOARD

- 11.1 The NPGB shall annually elect one of the nominated representatives to sit on the Board.
- 11.2 The election process shall take place at the first quorate meeting of the NPGB called and held at a time determined by the NPGB Chairman, in accordance with Clause 8.3, after each Annual General Meeting.
- 11.3 None of the NPGB Members can nominate himself to be the representative of the NPGB on the Board.
- 11.4 Subject to Clause 11.5, each NPGB Member shall have one vote.
- 11.5 It will not be competent for the Office-Bearers or the Chief Executive to nominate or to vote in this election unless there is a tied vote, in which event there will be a second ballot in which process the Office-Bearers and the Chief Executive will be entitled to participate and vote. If after such second ballot there remains a tied vote, the Board will determine the identity of the nominee to the Board.

12 AMENDMENT

These Terms can only be amended by the Board. Any amendment made pursuant to this Clause 12 shall be binding on the NPGB Members, all employees of the Scottish FA, all members of any sub-committees of the NPGB and any others acting in any capacity for the NPGB whatsoever, with immediate effect.

BOARD PROTOCOLS

THE REGULATION OF THE PROCEEDINGS OF MEETINGS OF THE CONGRESS

The proceedings of the Congress shall be regulated by the applicable provision of the Articles and as follows:-

1. There shall be no more than three (3) ordinary meetings of the Congress per year to be held at a date and hour decided by the Board.
2. Any member wishing to have an item of business placed on the agenda shall provide full details of same in writing to the Secretary not less than fourteen (14) days prior to the meeting of the Congress.
3. Special meetings of the Congress may be convened by the President or Secretary on less than three (3) clear days' notice to consider matters of urgency. The notice convening such meeting shall state the particular business to be transacted, and no other business will be competent.
4. The Secretary, who shall prepare the agenda, shall give at least five (5) clear days' notice (including such agenda) to each member of the Congress of every ordinary meeting of the Congress (special meetings excepted).
5. Unless of a routine nature, business shall not be brought before the Congress if the subject matter has not been notified to the Secretary, in accordance with the terms of Paragraph 2 above.
6. Ten members (10) of the Congress present and entitled to vote at a meeting of the Congress shall constitute a quorum for the transaction of the business of the Congress. In the event that a meeting is or becomes temporarily inquorate the Chairman shall be entitled at his discretion to adjourn the commencement or conduct of the meeting for a period of up to thirty (30) minutes, and to commence or recommence the meeting when a quorum has been achieved. If a quorum is not achieved, the Chairman shall declare the meeting at an end.
7. The President or in his absence the Vice-President shall preside as Chairman at every meeting of the Congress. If at any meeting of the Congress neither the President nor the Vice-President is present within fifteen (15) minutes after the time appointed for holding such meeting, the members of the Congress present and entitled to vote shall choose one of their number to be Chairman of the meeting.
8. Order of business at meetings of the Congress shall be as follows:-
 - (a) Minutes of previous ordinary meetings and of any special meeting shall be submitted, and, if approved, be signed by the Chairman;
 - (b) Business arising under Paragraph 2 and/or 5;
 - (c) Any other business listed in the agenda circulated by the Secretary pursuant to Paragraph 4;
 - (d) Any other competent business.

The Chairman shall have power at any time to alter the rotation of the order of business.

9. It shall be the duty of the Chairman to preserve order, and to secure that every member shall obtain a fair hearing. He shall decide all questions of order that may arise. He shall decide the question of priority as between two or more members claiming to be heard by calling on the member whom he first observed indicating a desire to speak.
10. Each member on speaking shall address himself to the Chairman, and not to any other member of the Congress.
11. The mover of every original motion, but not of any amendment (unless it becomes an original motion), shall alone have the right to reply, and on his having replied, the discussion shall be held closed, and the question be immediately put from the chair. No other member shall be allowed to speak more than once

on the same motion, unless permission be given to explain, or the attention of the Chairman be called to a point of order. The cross-examination of parties before the Congress will also be conducted by the Chairman. Members may also ask questions relating to the motion through the Chairman.

12. When two (2) or more amendments have been proposed against any one (1) motion, the order of procedure shall be by first voting on these amendments, placing one against the other, the Chairman finally putting the successful amendment against the motion, the result of which shall become the finding of the meeting, and duly recorded in the minutes.
13. Questions arising at any meeting of the Congress shall be determined by a majority of votes of members of the Congress present and entitled to vote and in the case of an equality of votes the Chairman, in addition to his deliberative vote, shall have a casting vote.
14. All votes shall be taken by a show of hands.
15. No motion to alter or rescind a resolution of the Congress shall be competent within six (6) months from the date of the adoption of such resolution, except with consent of two-thirds of the members present.
16. Minutes shall be recorded of all ordinary and of any special meetings of the Congress and a copy shall be distributed to each member along with the notice calling the next meeting of the Congress.
17. The minutes of a meeting of the Congress, if signed by the Chairman or by the Chairman of the next succeeding meeting shall be conclusive evidence of matters stated in such minutes.

June 2017

THE LICENSING COMMITTEE (“COMMITTEE”)

1. The Committee shall be determined by the Board at the earliest opportunity following the Annual General Meeting succeeding which a new Congress is formed. The Chairman and Vice Chairman shall be appointed by the Board upon a recommendation from the Office Bearers and Chief Executive. The other members of the Committee shall ideally have a legal or accountancy background and shall be appointed from the list of Congress members by the Board or shall be co-opted by the Board from outwith Congress. In choosing the members of the Committee, the Board will ensure that the composition of the Committee meets the current requirements of the UEFA Club Licensing and Financial Fair Play Regulations.
2. In addition, the President and the Chief Executive are ex officio members of the Committee. If the President and/or the Chief Executive are ex officio members of the Committee he shall not be entitled to vote.
3. A member of the Committee shall be appointed for a period of two (2) years or until the next round of appointments and such appointments may be renewed without limit. If a member should demit office for any reason, the Board may authorise that the vacancy be filled.
4. The Committee shall have full powers of the Board as detailed herein. The powers of the Committee shall include (but shall not be limited to) the powers of the Board to grant, suspend, refuse to grant or withdraw a Club Licence (on such terms as the Committee thinks fit) and, if a Club Licence is granted, which category of Club Licence to grant to the applicant club. Furthermore it will be a matter for the Committee to determine whether a club has complied with the Club Licensing Procedures. The Committee shall be responsible for communicating such breaches to the Judicial Panel which has the jurisdiction to deal with such matters in accordance with the Scottish FA’s Articles of Association (“Articles”).

The Committee shall have the power at any time to recommend to the Board that amendments be made to its terms of reference as set out in this document.

Pursuant to Article 63 of the Articles, the Committee shall have the power at any time to delegate any of its powers to sub-committees whose membership shall be comprised (i) of some or all of the members of the Committee and other co-opted persons or (ii) entirely of co-opted persons who need not be Directors (as defined in the Articles), members of the Committee or members of the Congress. Any sub-committee so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on it by the Committee. In accordance with the foregoing, the Committee hereby delegates to the CAS Assessment Panel such relevant power in order to undertake its activities as detailed in Paragraph 15 below.

5. A meeting of the Committee may be convened by the Secretary upon giving notice to the members of the Committee.
6. A member of the Committee who is unable to attend a meeting of the Committee, is required whenever possible, to give 48 hours notice of his non-attendance, to the Secretary.
7. All or any of the members of the Committee may participate in a meeting of the Committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and provided the relevant quorum is participating as aforesaid (notwithstanding that such quorum is not present together in one place) such meeting shall be quorate and subject to the provisions of these Articles the meeting shall constitute a meeting of the relevant Committee. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is located.
8. The quorum for any meeting of the Committee shall be three (3) members. In the event that a meeting is or becomes temporarily inquorate the Chairman shall be entitled at his discretion to adjourn the commencement or conduct of the meeting for a period of up to 30 minutes, and to commence or recommence the meeting when a quorum has been achieved. If a quorum is not achieved, or cannot be sustained the Chairman shall declare the meeting at an end.

9. In the absence of the Chairman and, in the alternative the Vice Chairman, from any meeting, the members present shall nominate one of their members to act as Chairman for the purposes of that meeting.
10. A resolution in writing signed by (a majority) of the members of the Committee entitled to receive notice of a meeting of the Committee shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held and may consist of several documents in the like form each signed by one or more member or members of the Committee PROVIDED THAT such resolution will be effective only if it can be demonstrated that every member of the Committee received notice of the intention to pass the resolution prior to the receipt by the Scottish FA of the resolution signed by the majority of the Committee. If the majority of the members present at a meeting of the Committee agree, the authority to make a decision may be remitted to the Chairman of the Committee, subject to satisfactory updates being received by the licensing administration in respect of any outstanding matter that prevented a decision being made on the day of the committee meeting. Clear deadlines for a club to provide any outstanding information will be outlined in the decision note issued to the club following the meeting.
11. Each member of the Committee shall retire from, and shall not take part in, any deliberation of the Committee which relates to any matter which involves or concerns his club (including any matter in relation to a player or employee or official of his club) or a recognised football body which he represents on Congress.
12. Save to the extent provided to the contrary in the Articles and to the procedures established by the Board, the Chairman of the Committee shall be responsible for all matters of procedure relating to the Committee and his decision on such matters will be final and binding. Each member of the Committee shall have one vote and the Chairman shall, in the event of a tie, have a casting vote.
13. The minutes of a meeting of the Committee if signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be conclusive evidence of the matters stated in such minutes.
14. The Committee shall have the following powers:-
 - (a) those powers which are conferred upon it by the Articles or which are delegated to it by the Board from time to time;
 - (b) to deal with and consider all matters relating to the Club Licensing system and Club Licensing Procedures including but not limited to:-
 - (i) making recommendations to the Board (and such other Committees as appropriate) regarding matters in connection with Club Licensing Criteria and Club Licensing Procedures;
 - (ii) verifying applicable criteria standards developed for implementation in any Scottish FA- organised youth development programme, SPECIFICALLY EXCEPTING those matters which are within the remit of the CAS Assessment Panel;
 - (c) to exercise a supervisory role in respect of the general auditing functions (excluding finance) of the Scottish FA; and
 - (d) to consider, devise and recommend to the Board any general matter aimed at improving the standards at member clubs, including but not limited to the level of service available from the Scottish FA in the support of member clubs.
15. The CAS Assessment Panel, being a sub-committee of the Committee as established pursuant to Paragraph 4 above, shall have the power to deal with all matters relating to verifying applicable criteria standards developed for implementation within the Club Academy Scotland programme

June 2017

BOARD PROTOCOL FOR THE REFEREE COMMITTEE

1. The Committee shall be determined by the Board at the earliest opportunity following the Annual General Meeting succeeding which a new Congress is formed. The Chairman and two Vice Chairmen shall be appointed by the Board upon a recommendation from the Office Bearers and Chief Executive. The Chairman shall be a former referee, with the number of former referees on the Committee being no less than six. All of the former referees shall be of a suitable standing in refereeing. The two Vice Chairmen may be appointed from the list of Congress members or co-opted from outwith such list.
2. In addition, the President and the Chief Executive are ex officio members of the Committee. If the President and/or the Chief Executive are ex officio members of the Committee he shall not be entitled to vote.
3. A member of the Committee shall be appointed for a period of 2 years or until the next round of appointments and such appointments may be renewed without limit. If a member should demit office for any reason, the Board may authorise that the vacancy be filled.
4. The Committee shall have the power at any time to recommend to the Board that amendments be made to its terms of reference as set out in this document.

Persuant to Article 63 of the Articles, the Committee shall have the power at any time to delegate any of its powers to sub-committees and such sub-committees shall themselves be entitled to delegate powers to further sub-committees; membership of all sub-committees associated with the Committee shall be comprised (i) of some or all the members of the Committee and other co-opted persons or (ii) entirely of co-opted persons who need not be Directors (as defined in the Articles), members of the Committee or members of the Congress. Any Committee or sub-committee so formed shall in the exercise of the powers so delegated conform to any regulation that may be imposed on it in the case of a Committee by the Board or in the case of a sub-committee by the Board or by the relevant Committee or in the case of a sub-committee formed by a sub-committee, by the Board, by the relevant Committee or by the sub-committee which established it.

5. A meeting of the Committee may be convened by the Secretary upon giving notice to the members of the Committee.
6. A member of the Committee who is unable to attend a meeting of the Committee, is required whenever possible, to give 48 hours' notice of his non-attendance, to the Secretary.
7. All or any of the members of the Committee may participate in a meeting of the Committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and provided the relevant quorum is participating as aforesaid (notwithstanding that such quorum is not present together in one place) such meeting shall be quorate and subject to the provisions of these Articles the meeting shall constitute a meeting of the relevant Committee. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is located.
8. The quorum for any meeting of the Committee shall be four members. In the event that a meeting is or becomes temporarily inquorate the Chairman shall be entitled at his discretion to adjourn the commencement or conduct of the meeting for a period of up to 30 minutes, and to commence or recommence the meeting when a quorum has been achieved. If a quorum is not achieved, or cannot be sustained the Chairman shall declare the meeting at an end.

A quorum will be deemed to subsist even if a member or members of the Committee is or are obliged to retire temporarily from the meeting for the reasons set out in paragraph 12, and provided that at least three members remain, the Committee shall transact the business in question.

9. In the absence of the Chairman and, in the alternative the Vice Chairman, from any meeting, the members present shall nominate one of their members to act as Chairman for the purposes of that meeting.

10. A resolution in writing signed by (a majority) of the members of the Committee entitled to receive notice of a meeting of the Committee shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held and may consist of several documents in the like form each signed by one or more member or members of the Committee PROVIDED THAT such resolution will be effective only if it can be demonstrated that every member of the Committee received notice of the intention to pass the resolution prior to the receipt by the Association of the resolution signed by the majority of the Committee.
11. If it is possible that a decision may require to be taken or made regarding a matter which involves or concerns his club (including any matter in relation to a player or employee or official of his club) or a recognised football body which he represents on Congress, a member of the Committee shall retire from any deliberation of the Committee. Neither shall he vote nor direct any vote to be cast with regard to such a matter.
12. Save to the extent provided to the contrary in the Articles and to the procedures established by the Board, the Chairman of the Committee shall be responsible for all matters of procedure relating to the Committee and his decision on such matters will be final and binding. Each member of the Committee shall have one vote and the Chairman shall, in the event of a tie, have a casting vote.
13. The minutes of a meeting of the Committee if signed by the Chairman of such meeting or by the Chairman of the next succeeding meeting, shall be conclusive evidence of the matters stated in such minutes.
14. The Committee shall have the following powers:-
 - (a) Those powers which are conferred upon it by the Articles or which are delegated to it by the Board from time to time.
 - (b) To develop and implement a strategy for the continual development of refereeing in Scotland, including the setting of annual goals and objectives and review thereof.
 - (c) To determine the categories of referees within the List of Registered Referees.
 - (d) To set the policy in regard to the training courses for referees and the registration of referees.
 - (e) To compile, at its discretion, the composition of the List of Referees and thereafter to issue such List, including the issue of an annual Notification of Classification to each referee on the List. The members who were formerly referees conduct the business in this connection. The Chairman and Vice-Chairman act as observers in this process and do not have any voting powers. The refereeing members shall at the commencement of the Grading meeting elect from their number a Chairman to conduct proceedings.
 - (f) To provide strategic guidance to the administration on refereeing appointments.
 - (g) To provide a structure for the observation and assessment of referees and to review their performances.
 - (h) To ensure the provision of instructional and educational programmes for referees, assistant referees, Referee Observers and Instructors.
 - (i) To approve the appointment of Referees' Associations' Managers who shall comprise the Referees' Associations' Managers' Sub-Committee.

The Referees' Associations' Managers' Sub-Committee shall constitute a sub-committee of the Referee Committee and shall, without prejudice to the foregoing generality, be subject to the terms of paragraph 4 hereof.
 - (j) To approve the appointment of Referee Observers (including Assistant Referee Observers) who shall comprise the Referee Observers' Sub-Committee.

The Scottish FA Observers' Sub-Committee shall constitute a sub-committee of the Referee Committee and shall, without prejudice to the foregoing generality, be subject to the terms of paragraph 4 hereof.

- (k) To assign the roles of Scottish FA Referees' Associations' Managers and of Referee Observers.
- (l) To nominate officials to FIFA for inclusion in its List of International Referees and Assistant Referees, or any other such International List as may be deemed appropriate.
- (m) To consider and implement as appropriate guidelines on referees and refereeing issued by FIFA and UEFA.
- (n) To co-operate with FIFA, UEFA and other National Associations in the appointment of match officials for International Competitions and Matches.
- (o) To propose and to consider any proposed alterations to the Laws of the Game and to make recommendations in this regard to the Board.
- (p) To promulgate guidelines to Referees on points of play related to a match which referees are allowed to discuss.
- (q) To oversee the operation of the Scottish FA Referees' Associations and the provision of financial support to them; the members of the Committee who were formerly referees share liaison responsibilities for the Referees' Associations.
- (r) To conduct an investigation into any matter related to the application of the Laws of the Game in a match involving a registered referee and to take such action as deemed appropriate in the context of a performance review.
- (s) To oversee the promotion of referees and refereeing in all aspects, including the issuing of instructional resources and publications on the application of the Laws of the Game and by ensuring that information on the Laws of the Game is made available as possible to all participants in Association football in Scotland.
- (t) To deal with all other relevant matters concerning referees and refereeing.

CUP COMPETITION RULES

RULES OF THE SCOTTISH CUP (“THE “RULES””)

Introduction

- (a) Unless the context otherwise requires, words or expressions contained in the Rules shall bear the same meaning as in the Articles of Association of the Scottish FA as adopted or amended from time to time (“the Articles of Association”).
- (b) Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing any gender shall include all genders.
- (c) The headings are inserted for convenience only and shall not affect the construction of the Rules.
- (d) All references to a ground shall mean a registered ground, unless otherwise specified, within the context of these Rules.

1. NAME OF CUP

The cup shall be called “The Scottish Cup.” (“the Cup”).

2. THE CUP – OWNERSHIP AND PRESENTATION

- (a) The Cup, including any replicas, is the property of the Scottish FA.
- (b) The Cup shall be presented to the club which wins the Final Tie (“the Winner”).
- (c) The Cup shall be returned to the Scottish FA by the Winner before the end of March of the year following presentation, in good order and condition. The cost of repair of any damage to the Cup whilst in the custody or control of the Winner shall be met by the Winner.

3. AWARDS TO PLAYERS, OFFICIALS AND MATCH OFFICIALS

The Scottish FA shall present a medal or a souvenir in such forms as the Board may decide to each of the players, to each of such substitutes as are eligible, the Manager or Head Coach and to the match officials, in the Final Tie.

4. ANNUAL COMPETITION

The Cup Competition (“the Competition”) shall be played annually, in accordance with the Laws of the Game, and as directed by the Board, to promote, foster, and develop, without discrimination against any organisation or person for reason of age, gender, disability, ethnicity, religion or politics the game of Association Football, and to take all such steps as may be deemed necessary or advisable for preventing infringements of the rules of the game, or other improper methods or practices in the game, and for protecting it from abuses.

5. COMMENCING DATE

The Competition shall commence on a date to be determined in each season by the Board.

6. ELIGIBLE CLUBS

Entry to the Competition is available to clubs in Full Membership of the Scottish FA.

Clubs in membership of the Scottish Junior Football Association, the Scottish Amateur Football Association, the East of Scotland Football League and the South of Scotland Football League may also be permitted to enter the Competition (Rule 8 refers).

- (a) Eligible Scottish Junior Football Association clubs will be restricted to the winners of the North, West and East Junior League Championships and the Scottish Junior Football Association Cup.
- (b) Eligible Scottish Amateur Football Association clubs will be restricted to the winners of the Scottish Amateur Football Association Cup.
- (c) The winners of the East of Scotland Football League and South of Scotland Football League Championships will be permitted to enter the Competition, irrespective of their membership status with the Scottish FA.
- (d) The winners of the South & East Cup Winners Shield will be permitted to enter the Competition, irrespective of their membership status with the Scottish FA.

Prior to the commencement of the Competition, the Scottish Junior Football Association, the Scottish Amateur Football Association, the East of Scotland Football League and the South of Scotland Football League shall provide the Scottish FA with written confirmation of its participating clubs.

The Scottish Junior Football Association, the Scottish Amateur Football Association, the East of Scotland Football League and the South of Scotland Football League shall also, respectively, provide the Scottish FA with written confirmation of each participating club's registered ground, field dimensions, approved playing kit and colours and formal written acknowledgement on behalf of the participating clubs of the authority of and their obligation to comply with the Rules and the Disciplinary Procedures and the Anti-Doping Regulations.

7. COMPLIANCE WITH ARTICLES OF ASSOCIATION

Without prejudice to any other obligation assumed by them, the clubs eligible to compete in the Competition shall be subject to and shall comply with the Articles of Association, the Registration Procedures, the Disciplinary Procedures and the Rules, and the Anti-Doping Regulations, as amended from time to time.

7.1 Sponsorship and Broadcasting Matters

The Scottish FA, in accordance with the Articles of Association, may enter into contracts with commercial sponsors and broadcasters and grant certain rights as the Scottish FA may in its discretion determine ("Scottish FA's Obligations") to such parties in relation to the Cup and the Competition.

The Scottish FA will intimate in writing annually to all clubs eligible to compete in the Competition, the terms of the Scottish FA's Obligations, which apply to such clubs (the "Statement"). The Statement will constitute a definitive description of the Scottish FA's Obligations.

All clubs participating in the Competition undertake to provide any rights, facilities and other services as may be necessary for the Scottish FA to perform the Scottish FA's Obligations.

Without prejudice to the terms of the Articles of Association, the Judicial Panel Protocol and the Rules and any other rule and regulation of the Scottish FA any failure and/or refusal by a club to comply with any of the terms of the Statement may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation and possible sanction in accordance with the Judicial Panel Protocol.

For this purpose, the Articles of Association will be deemed to include all rules, regulations, protocols, directions and decisions made pursuant to them which relate to the Competition.

8. CLUBS EXEMPT FROM PLAYING IN PRELIMINARY TIES, ROUND ONE, ROUND TWO AND ROUND THREE OF THE COMPETITION

PRELIMINARY TIES

The clubs which, in the current season, are members of The Scottish Professional Football League, the Scottish Highland Football League and the Scottish Lowland Football League, shall be exempt from playing in the Preliminary Ties of the Competition.

If more than one preliminary round is required, the clubs which, in the current season, do not participate in the Club Licensing System and are not in possession of a Club Licence, as at the date of the

draw, shall be required to play in the first preliminary round ties. For the purposes of these Rules, a club which has had its Club Licence suspended for whatever reason shall be deemed not to be in possession of a Club Licence.

ROUND ONE

The clubs which, in the current season, are members of The Scottish Professional Football League, shall be exempt from playing in Round One of the Competition.

A club which, at the end of the previous season, is relegated from the Scottish Professional Football League Two shall also be exempt from playing in Round One of the Competition.

The clubs which, in the previous season, have won the Scottish Highland Football League Championship or the Scottish Lowland Football League Championship shall also be exempt from playing in Round One, as shall the runners up in the Scottish Highland Football League Championship or the Scottish Lowland Football League Championship.

ROUND TWO

The clubs which, in the current season, are members of The Scottish Professional Football League Premiership, Championship and League One, shall be exempt from playing in Round Two of the Competition.

ROUND THREE

The clubs which, in the previous season, were members of The Scottish Professional Football League Premiership and those clubs finishing in The Scottish Professional Football League Championship positions one to four shall be exempt from playing in Round Three of the Competition.

9. BALLOT FOR TIES

- (a) The ballot for the preliminary round(s), if applicable, shall be so arranged that a combination of ties and byes will produce the required number of clubs to compete in Round One.

The names of the clubs shall be placed in a lot and drawn in couples at a time, until the requisite number of ties is drawn.

- (b) For Round One, the names of the 36 clubs shall be placed in a lot and drawn in couples at a time. The clubs in each couple shall compete, and the winning clubs will qualify to play in Round Two.
- (c) For Round Two, the names of the 32 clubs shall be placed in a lot and drawn in couples at a time. The clubs in each couple shall compete, and the winning clubs will qualify to play in Round Three.
- (d) For Round Three, the names of the 32 clubs shall be placed in a lot and drawn in couples at a time. The clubs in each couple shall compete and the winning clubs will qualify to play in Round Four.
- (e) For Round Four and subsequent rounds, the names of the 32 clubs (in the case of Round Four) shall be placed in a lot and drawn in couples at a time. The clubs in each couple shall compete, and the names of the winning clubs shall be placed in a lot and drawn in couples at a time, and so on, until two clubs are left to compete in the Final Tie.
- (f) Clubs not drawn in the ballot will receive a bye into the next round of the Competition. Clubs receiving a bye are not considered to have participated in that particular round (and will not be eligible to participate in any financial distribution relating to it).

10. INTIMATION OF BALLOT TO CLUBS

After each ballot, the Secretary will inform each club of the name of the club against which it is drawn and of the date of the match and of the hour of kick-off, both of which shall be decided by the Board.

The two clubs in any tie may agree to kick-off at an earlier hour than that fixed by the Board. They may not play earlier in the week, unless with the consent of the Board.

11. GROUNDS FOR TIES, EXCLUDING SEMI-FINAL AND FINAL TIES

Subject, in every case, to the terms of Rule 13:-

- (a) In each tie, a match shall be played on the ground of the club first drawn in the ballot.
- (b) If the result is a draw, a second match shall be played on the ground of the club drawn second in the ballot, unless, in the case of a Preliminary Round match (if applicable), a match in Round One, Round Two or Round Three, the clubs agree to play on a neutral ground.

12. SEMI-FINAL AND FINAL TIES

- 12.1 The Semi-Final and Final Ties shall be under the direct control of the Board who shall make all of the arrangements therefor.
- 12.2 Without prejudice to the foregoing generality, each of the clubs participating in the Semi-Final and/or the Final Ties, respectively, shall be liable for any damage caused to the stadium at which such a Tie is played ("the Stadium") by that club's supporters, acting with malicious intent or recklessly.
- 12.3 All costs and expenses incurred by the venue operator at whose ground the relevant Semi-Final or Final Tie is being played in repairing the damage caused to the Stadium or otherwise to reinstate the Stadium shall be deducted from the financial proceeds of the Competition normally payable to the participating club referred to in Rule 12.2 by the Scottish FA and paid to the venue operator at whose ground the relevant Semi-Final or Final Tie is being played.
- 12.4 Any dispute as to whether the damage referred to above was caused by that club's supporters, acting with malicious intent or recklessly, shall be determined by the Scottish FA, who shall act as an expert and not as an arbitrator, whose decision shall be final and binding on the club and whose costs and expenses in reaching such determination shall be met from that club's share in the financial proceeds of the Competition as aforesaid.
- 12.5 The costs of repair or reinstatement will be determined by an independent contractor, who shall act as an expert and not as an arbitrator, whose decision shall be final and binding on the club and whose costs and expenses shall be met from that club's share in the financial proceeds of the Competition as aforesaid.
- 12.6 Each club authorises, instructs and mandates the Scottish FA to pay the costs of any damage or repair, so determined, to the venue operator at whose ground the relevant Semi-Final or Final Tie is being played, together with any costs payable under Rules 12.4 and 12.5 out of that club's share in the financial proceeds of the Competition as aforesaid.
- 12.7 In the event that the club's share in the financial proceeds of the Competition as aforesaid is less than the aggregate amount of the costs referred to in Rule 12.3 to Rule 12.5 (both inclusive), the club undertakes to indemnify the Scottish FA against, and to pay within 7 days of a written demand, an amount equal to the amount by which such aggregate amount exceeds the club's share in the financial proceeds of the Competition as aforesaid.
- 12.8 The aggregate amount of any sums paid to the Scottish FA under this Rule 12 shall not exceed the sum of FIFTY THOUSAND POUNDS (£50,000) Sterling exclusive of VAT (or such other sum as is specified in the Rules from time to time).

13. GROUNDS FOR TIES

Notwithstanding anything which is contained in Rule 11 if a club notifies the Scottish FA that it considers that its registered ground as detailed in the Official Return (Rule 6 and the Articles of Association refer) is unsuitable for the playing of a Cup match for whatever reason, or if the Secretary considers that a club's registered ground is unsuitable for the playing of a Cup match for whatever reason, and (in either case) the Board is satisfied of the validity of such reason, the match shall be played at the nearest available registered ground of at least equivalent capacity which in the opinion of the Board is most suitable for the occasion. If

a replay should be necessary, it will take place at the ground of its opponents.

If more than one club from the same city or town or with the same nominated registered ground is drawn to play at home in the same Round and it is deemed, for whatever reason, that their matches cannot be played on the same day or at the same kick-off time then the clubs shall decide in rotation as to which club has the choice as to when the notifying club's match is played.

REGISTERED CLUBS

The grounds of Registered clubs participating in the Preliminary Round (if applicable), Round One, Round Two and Round Three are subject to the following minimum criteria:

- a) The ground must be enclosed with a suitable barrier to keep spectators from gaining entry to the ground without payment.
- b) The club must provide the following facilities inside the ground and closely adjacent to the playing field:
 - 1) Separate changing, showering and toilet facilities accommodation for home and visiting teams; and
 - 2) Separate changing, showering and toilet facilities accommodation for three match officials.
- c) The ground must comply with prevailing Health and Safety regulations, and, where applicable, have relevant certification issued by the local authority.
- d) Appropriate facilities to provide refreshments for visiting players and match officials.
- e) Adequate car parking provision for players and match officials.
- f) Technical areas capable of holding up to thirteen persons.
- g) Adequate toilet and catering facilities for spectators.

14. NUMBER OF PLAYERS AND SUBSTITUTES

Except for the circumstances described within Rule 22(a) relating to extra time being played in any match, a team shall consist of 11 starting players and up to a maximum of 7 named substitutes, of whom not more than three may be used at any time during the match, save that in the event that extra time is played in any match, a team may use four substitutes in total, provided that the fourth substitute shall only be used during the period of extra time. The team list must include two designated goalkeepers, one of whom must be named as a substitute.

The players in a team may be changed from match to match, but a club may not play, or list as a named substitute, any player who, in the same season, has already played (as one of the 11 starting players or as a fielded substitute), for another club in the Competition.

15. ELIGIBILITY OF PLAYERS

- (a) A goalkeeper, who is not qualified by registration under the terms of Rule 16(a), but is registered in compliance with Rule 17 may not, for any reason whatsoever, play in any other position.
- (b) When a match which is postponed, drawn, or abandoned, is played or replayed, only those players who were eligible by means of their registration, pursuant to the Registration Procedures, at the date fixed for originally playing the Round, may play. For the avoidance of doubt the operation of the Disciplinary Procedures has no impact on the application of this rule.
- (c) All players in the Competition must be eligible to play in the relevant match having regard in particular (but without prejudice to the generality) to the Registration Procedures and the Disciplinary Procedures.
- (d) A player must be aged 16 years or more to be eligible to play for a club in a match in the Competition.

16. ELIGIBILITY OF PLAYER TO PLAY IN FINAL TIE

- (a) Except in the case of a player whose customary position is that of goalkeeper, a player to be eligible to participate in the Final Tie of the Competition must have been eligible to participate in the Semi-Final Round of the Competition for the club for which he is to participate in the Final Tie.
- (b) A goalkeeper who gains exemption under sub-paragraph (a) may not for any reason whatsoever play in any other position.

17. COMPULSORY REGISTRATION OF PLAYERS

Subject to Rule 15 above, a player must not be listed on the Official Team Line as one of the 11 starting players or as a named substitute for a tie in the Competition without having been registered prior to such tie, with the Scottish FA, for the club for which he is to play. During the term of a temporary transfer the player concerned shall not be eligible to play against the transferor club. A player must not be listed on the Official Team Line, as one of the 11 starting players or as a named substitute, for a tie if he is subject to a relevant suspension pursuant to the Disciplinary Procedures. Each participating club is responsible for ensuring that all of its players who are listed on the Official Team Line, as one of the 11 starting players or as a named substitute, for a tie in the Competition are eligible to be so listed pursuant to the Registration Procedures and the Disciplinary Procedures.

18. FIELD OF PLAY AND MATCH REQUIREMENTS

Matches in the Competition shall be played on a natural grass surface or on an artificial turf surface. Artificial turf surfaces must comply with quality standards set for football by FIFA.

Home clubs with artificial turf surfaces will be required to provide a current test certificate proving compliance to FIFA pitch standards.

Clubs may only use test agencies in relation to artificial turf surfaces which have been accredited for the purpose by FIFA.

- (a) The length of the field of play shall not be more than 130 yards (120 metres) and not less than 100 yards (90 metres). The breadth of the field of play shall not be more than 80 yards (75 metres) and not less than 55 yards (50 metres).

Subject to the foregoing, the dimensions shall not differ from those contained in the Official Return for the current season lodged with the Scottish FA by the club on whose ground a match is played, unless such dimensions have been changed with the consent of the Board (Rule 6 refers).

- (b) Spectators must be separated from the field of play by a wall, a rope, a railing or a fence.
- (c) Goal nets and corner flags shall be used at all matches in the Competition.
- (d) A new football of first grade quality shall be provided by the ground or host club for each match played in the Competition. The Scottish FA will provide balls for matches to be played on a neutral ground at the semi-final and final stage of the Competition.
- (e) It is the responsibility of the home (or host) club to ensure that adequate first aid facilities, requisite equipment and stretcher facilities/carrying chair(s) capable of conveying spectators from seated areas are available for all ties in the Competition and that at least one fully qualified person is present and equipped to administer first aid. The home or host club should take cognisance of the expected attendance and provide additional first aid cover as appropriate for the configuration of the ground.
- (f) No match in the Competition shall take place at any stadium where the playing area is covered or partially covered by a roof or other form of canopy without the prior consent of the Board.

19. DURATION OF MATCH AND STADIUM CLOCKS

- (a) Except when extra time is played in accordance with the terms of Rule 24 a match will consist of two halves each of 45 minutes in duration.
- (b) A match which has started and which, for any reason, is abandoned, may not be continued as a “friendly” match.
- (c) The half time interval shall be of 15 minutes duration, or as determined by the match official.
- (d) Clocks in a stadium provided for the purposes of showing the amount of time played may run during the match, provided they are stopped at the end of normal time in each half, i.e. after 45 and 90 minutes respectively. This requirement also applies in the event of extra time being played (i.e. after 15 minutes of each half).
- (e) Public address announcements, where made, should specify that any added time to be played is a minimum number of minutes.

20. APPOINTMENT OF MATCH OFFICIALS

Match officials shall be appointed from those referees whose names are included in the List of Referees. In the Preliminary Round (if applicable), Round One and Round Two, Assistant Referees may be appointed from the List of Registered Referees.

Fourth Officials shall be appointed to all ties from Round 5 onwards and to any ties in prior Rounds which are broadcast live on television or any ties which the Scottish FA considers appropriate.

Additional Assistant Referees shall be appointed to the Semi-Final and Final ties.

The Secretary shall make all appointments.

Appointments shall take precedence over all other appointments, except with the permission and consent of the Secretary.

- (a) A club may not refuse to accept the services of any match officials appointed by the Board or by the Secretary.

If any club refuses to play a tie due to an objection to or concern about the identity of any match official, such refusal may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation and possible sanction in accordance with the Judicial Panel Protocol.

- (b) The fees and expenses of match officials shall be defrayed by the Scottish FA.

20.1 Replacement of a Match Official

(a) Replacement of a Referee

In the event the referee is unable to start or complete the match, he will be replaced by another match official in accordance with the following provisions:

Preliminary Ties, Rounds One and Two

Assistant Referee 1 replaces the referee.

In the event that Assistant Referee 1 is a Category 3 Specialist Assistant Referee or a Category 3 Specialist Assistant Referee Development and Assistant Referee 2 is a Category 3 Referee, then Assistant Referee 2 replaces the referee.

Round Three

Assistant Referee 2 replaces the referee.

Round Four

Where appointed, the Fourth Official replaces the referee.

Where a Fourth Official is not appointed to a tie, Assistant Referee 2 replaces the referee.

Rounds Five, Six, Semi-Final and Final Ties

The Fourth Official replaces the referee.

(b) Replacement of an Assistant Referee

In the event an assistant referee is unable to start or complete the match or he replaces the referee in accordance with Rule 20.1(a), he will be replaced by another match official in accordance with the following guidance:

Preliminary Ties and Rounds One, Two, Three, Four, Five and Six

In ties where a Fourth Official is appointed, the assistant referee will be replaced by the Fourth Official.

In ties where a Fourth Official is not appointed, the assistant referee will be replaced by a registered referee in attendance at the match, failing which the replacement will be a club official decided by the referee.

If it is Assistant Referee 1 who is being replaced, Assistant Referee 2 moves to become Assistant Referee 1 and the replacement assistant referee becomes Assistant Referee 2.

Semi-Final and Final Ties

The assistant referee will be replaced by the Fourth Official (or by a Reserve Assistant Referee if one is appointed).

(c) Replacement of a Fourth Official

In the event the Fourth Official is unable to start or complete the match or is required to replace another match official, he will be replaced by a registered referee in attendance at the match, failing which no replacement will be made.

(d) Replacement of an Additional Assistant Referee

In the event the Additional Assistant Referee is unable to start or complete the match, he will be replaced by the Fourth Official. In the event that two match officials require to be replaced during a match, the referee will decide what should happen in regard to the second replacement of a match official to enable the match to be completed.

21. REGISTERED COLOURS

- (a) Before the first day of August in each year, each club shall register with the Secretary, the colours and design of its shirts and stockings. Clubs will register their first choice colours and second choice colours and, should clubs so desire, they may also register a third set of colours. Subject to the terms of the following sections (b) (c) and (d) of this Rule, a club shall play in its registered colours.

Exceptionally, a club may, with the approval of the Board, play in colours which are modified from those which have been registered.

- (b) When a match is played on the ground of one of the competing clubs and the first choice colours of both clubs are the same, or similar, the away club shall change and play in distinctive colours as specified pursuant to Rule 21(a).

When a match is played on a neutral ground and the first choice colours are the same, or similar, then both teams shall change and play in distinctive colours.

In the case of the Semi-Final and Final Ties of the Competition, the first drawn club at the draw for both Semi-Final Ties will be permitted to play in the home strip and the second drawn club (if necessary) is required to change. The winning team of the first Semi-Final will automatically become the home team in the Final.

- (c) A club may play in its second or third choice registered colours under Rule 21(a) provided that this does not prevent the opposing club from observing the terms of paragraph (b) or from playing in its first choice registered colours if it chooses to do so.

A club which elects to play in its second or third choice registered colours shall inform the opposing club, the referee and the Scottish FA in writing not later than seven days before the date of the match. If it fails to do so, the colours that the club is to wear shall be determined by the referee having regard to Rule 21(a).

- (d) If there is any dispute as to whether the colours of the clubs are the same, or similar, the referee shall decide the issue and his decision will be final and binding on the clubs.
- (e) Goalkeepers shall wear colours which distinguish them from the other players and from the Match Officials. The referee's decision on whether this Rule is met will be final and binding on all parties.
- (f) Every player and substitute of each team shall wear a distinguishing number on his shirt or shorts.
- (g) Any failure by any club to adhere to any of the terms of this Rule 21 may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation and possible sanction in accordance with the Judicial Panel Protocol.

22. TEAM LINES

The Official Team Line for matches in the Competition shall permit the listing of 11 starting players, a maximum of seven named substitutes, and six technical personnel. The template of the Official Team Line shall be provided by the Scottish FA. The Official Team Line must be submitted in order to enable a club to participate in a match in the Competition.

- a) Not later than 75 minutes before the start of the match, each club shall hand to the referee, the Official Team Line and to its opponent, a duplicate thereof. The Official Team Line shall contain accurate and complete details of the numbers, proper player names and dates of birth in relation to not more than 18 players, together with proper names of the technical personnel to be seated within the technical area (subject to a maximum of six such technical personnel). The Official Team Line must be properly completed in block capitals, and signed by the Secretary or other accredited official. Upon signature by the Secretary or other accredited official, such Official Team Line will be deemed to be complete and binding on the club concerned.

The 11 starting players in the Official Team Line must commence the match. The other named players are designated as substitutes. The numbers on the players' shirts must correspond with the numbers indicated on the Official Team Line. The goalkeepers and team Captain must be identified.

Only three of the named substitutes on the Official Team Line may take part in the match as fielded substitutes, except in the event that extra time is played in any match where a team is permitted to use an additional substitute, a fourth in total, during such period of extra time. A player who has been substituted may take no further part in the match.

If so required pursuant to the Club Licensing Procedures, each club shall also list the proper name of the club's Doctor in the Official Team Line. In all other circumstances, it is recommended that a club's Doctor and Physiotherapist are listed on the Official Team Line and accommodated in the technical area within the category of technical personnel.

Replacement of players on the Official Team Line

- (i) If any of the 11 starting players listed on the Official Team Line is not able to start the match due to unexpected physical incapacity or other extreme circumstances (which are explained

to and accepted by the referee), he may only be replaced by one of the named substitutes. The substitute(s) in question may then only be replaced by an eligible player(s) not originally listed on the Official Team Line as signed, so that the quota of substitutes is not reduced. During the match, three players may still be substituted, except in the event that extra time is played in any match where a team is permitted to use an additional substitute, a fourth in total, during such period of extra time.

If for any reason changes require to be made to the Official Team Line pursuant to Rule 22(a) (i), (ii) and (iii) (and said changes are accepted by the referee) then the club must notify its opponent immediately thereafter.

- (ii) If any of the named substitutes listed on the Official Team Line is not able at the start of the match to be fielded due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), he may only be replaced by an eligible player not originally listed on the Official Team Line as signed.
- (iii) If a goalkeeper listed on the Official Team Line is not able to be fielded due to unexpected physical incapacity suffered by him or other extreme circumstances (which are explained to and accepted by the referee), then he may be replaced but only by an eligible player not originally listed on the Official Team Line as signed, and who must be designated as a goalkeeper pursuant to Rule 14.

The club concerned must in addition to the requirements set out above, upon request, provide the Scottish FA with necessary medical certificates and/or a full written explanation of the circumstances that caused the change.

- (b) The Secretary shall keep a register of the names of all of the players who take part in the Competition. The register shall be open for inspection by all clubs.

23. DRAWN OR UNPLAYED TIES, EXCLUDING SEMI-FINALS AND FINAL TIES

- (a) When a first match in the Preliminary Round (if applicable), Round One, Round Two or Round Three is drawn, or is not played on or before the original date, the drawn or unplayed match shall be replayed or played on the Saturday following the first match or the date fixed therefor, or in the second midweek following the original match date, unless the two clubs, the relevant authorities and the Scottish FA are all agreeable that the match be played on an earlier date.

The drawn or unplayed match shall take place on a day to be mutually agreed by the two clubs, other than Thursday or Friday.

- (b) In subsequent Rounds, the drawn or unplayed match shall be replayed or played in the second midweek following the first match or the date fixed therefor, on a day other than Thursday or Friday, unless the two clubs, the relevant authorities and the Scottish FA are all agreeable that the match be played on an earlier date.
- (c) If, in either case, regulated by Rule 23(a) or (b), a tie is still undecided clubs are required to make two attempts to play or to replay the tie in succeeding mid-weeks until a decision is reached. These attempts will be made on Mondays and Wednesdays. Clubs may however elect to play on a Tuesday rather than a Monday, but if doing so, will be required to play or replay on the Wednesday of that midweek in the event of a draw or a postponement. Competition replays will have priority over league matches in the Scottish Professional Football League or any other relevant league either scheduled or re-scheduled except in exceptional circumstances and by agreement of the Board.

24. DRAWN TIES - EXTRA TIME/KICKS FROM THE PENALTY MARK

- (a) When a second match is drawn in any of the Rounds up to and including the Sixth Round, an extra thirty minutes shall be played. Thereafter, if the tie is still undecided, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the rules laid down by IFAB. The Club which scores more times in respect of such kicks will be declared the winner of the tie.

- (b) When a Semi-Final or Final Tie is drawn, an extra thirty minutes shall be played. Thereafter, if the tie is still undecided, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the rules laid down by IFAB. The Club which scores more times in respect of such kicks will be declared the winner of the tie.

25. MATCH UNFINISHED

- (a) In the event of any match in the Competition being unfinished owing to weather conditions or other causes over which neither competing club has any control, the disbursement of receipts from the unfinished match shall be made in accordance with the relevant Rules which would have been applicable had the match been completed.
- (b) When such unfinished match is subsequently re-scheduled and played, the disbursement of receipts from that match shall be made in accordance with the relevant Rules, subject to the discretionary provisions contained in section (c) of this Rule 25.
- (c) The competing clubs shall have discretion, subject to the Board's endorsement of the exercise of such discretion and notwithstanding the provisions for charges for admission stipulated elsewhere in the Rules, to agree to admit on a concessionary basis to the re-scheduled match, those spectators for whom an admission charge had been accounted in respect of the unfinished match.

In calculating the division of receipts in accordance with the relevant Rules, the following provisions shall apply:-

- (1) when a levy is payable to the Scottish FA, it shall be calculated from the gross receipts of the match excluding concessionary admissions assuming that the concessionary admissions are on a no charge basis. If there is a concessionary charge for admission the concessionary charges shall be included in the gross receipts.
- (2) when the match is played on the ground of one of the competing clubs, the deduction from receipts which the host club is entitled to make shall be calculated on the basis of the notional gross receipts of the match which will include the full corresponding charges for those spectators admitted on a concessionary basis.
- (3) when the match is played on a neutral ground, the rental payable to the club on whose ground the match is played shall be calculated on the basis of the notional gross receipts of the match which shall include the full corresponding charges for those spectators admitted on a concessionary basis.

If the sums calculated under paragraphs (2) or (3) of this Rule 25 (c) cannot be met from the actual match receipts, which shall include concessionary admissions if a concessionary charge for admission is made, the deficit shall be met equally by the competing clubs.

- (d) The disbursement of receipts from any match in the Competition which is unfinished due to circumstances other than as stated in paragraph (a) of this Rule 25 and from any subsequent re-scheduling of such match, shall be determined by the Board.

26. ARRANGEMENTS FOR MATCHES PLAYED ON A NEUTRAL GROUND

Except for matches in the Semi-Final and Final Rounds of the Competition, the ground club, in conjunction with the competing clubs, shall make all of the arrangements for the match, and the competing clubs shall accept complete responsibility and liability for all loss or damage of any kind, whether to individuals or property.

27. CONDITION OF GROUND

- (a) When a match is to be played on the ground of one of the two competing clubs, or on a neutral ground whether or not it has been selected by the Board or by the Secretary, and there is reason to believe that it may not be in a condition for play, the Secretary shall, at the request of either competing club or the club providing the neutral ground, appoint an official to inspect the ground.

In addition, the Secretary has discretion to initiate a pitch inspection. The inspection may be made on the day before the match is to be played. If an inspection is made on the day of the match, it shall be made early enough on the day of the match but not later than four hours before the time set for the kick-off, in order to warn the visiting club against travelling, if need be.

- (b) The referee's decision shall be final on whether or not the match should proceed. His fee and expenses shall be defrayed by the Scottish FA.
- (c) A ground which is unfit for Competition tie purposes, shall not be used that same day for any other match.
- (d) Any failure by any club to adhere to any of the terms of this Rule 27 may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation and possible sanction in accordance with the Judicial Panel Protocol.

28. DISORDERLY CONDUCT

Each club is responsible for the behavior of its players, officials, Team Staff, Team Officials, members, supporters and any person carrying out a function at a match on its behalf before, during and after such a match.

In the event of damage being sustained to a stadium (including any part of the stadium) where a match in the Competition is played as a consequence of misbehavior by a player, official, Team Staff member, Team Official, member, supporter or any person carrying out a function at a match who is representing, belonging to and/or associated with a club, then that club shall be responsible for any costs arising in the reparation of same, including all costs and expenses incurred by the venue owner and/or operator of the stadium in which a match is played.

The Scottish FA shall have the power to request such reports as may be necessary in determining responsibility for restitution.

The provisions of this Rule 28 are without prejudice to the terms of Article 28, which apply to clubs in the context of their participation in the Competition. Any failure by any club to adhere to any of the terms of this Rule 28 may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation and possible sanction in accordance with the Judicial Panel Protocol.

29. DISAGREEMENT ON DATE OF MATCH

If, in any case in which the date is not specified in these Rules or decided by the Board, the two clubs in any tie are unable to reach agreement on a date on which to play or replay, they shall, except when there are exceptional circumstances which would cause the Board to decide to the contrary, or unless the tie is to be played or replayed on a neutral ground, play or replay on the date which is agreeable to the host club.

The Board shall decide in the case of a match to be played or replayed on a neutral ground and the participating clubs will be bound by the decision of the Board.

30. REFUSAL OR FAILURE TO PLAY

If a club refuses or fails to play the club against which it is drawn, such refusal or failure may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation and possible sanction in accordance with the Judicial Panel Protocol.

31. CLUB SCRATCHING OR WITHDRAWING

A club which intends to scratch or withdraw from the Competition will give notice to the Secretary and to the secretary of the club against which it is drawn, at least four days before the date fixed for playing the tie.

Any decision by a club to scratch or withdraw from the Competition may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation and possible sanction in accordance with the Judicial Panel Protocol.

32. PROTESTS

- (a) When a club intends to lodge a protest, the secretary or other accredited official shall inform a match official and an accredited official of the opposing team within 30 minutes of the end of the match, and shall, at the same time, inform them of the grounds of protest. The secretary or other accredited official of such club shall be required to confirm the protest in writing by recorded delivery letter, to the Secretary within 24 hours of the end of the match (Sunday excluded). The Scottish FA will confirm receipt of the protest to both clubs and the match officials and the nature of the protest(s). A deposit of £250 will be lodged by the protesting club at that time.

The Board, whose decision shall be final and binding, shall have the power to uphold or reject the protest, to retain the deposit lodged by the protesting club, to order either club to pay such sum towards defraying the expenses incurred as may be considered desirable and take such actions as it deems fit.

- (b) Any objection to the ground, goal posts, crossbars, or other appurtenances of the game shall be intimated to the referee before the start of the match. The host club shall be responsible for ensuring compliance with Rule 18, and Law I of the Laws of the Game - The Field of Play.

33. PROTEST - INTERESTED PARTY

If a member of the Board is connected currently with a club which is involved in a protest, he shall not sit on the Board while the protest is being heard. If he fails to recuse himself, the decision of the Board will not be valid and the protest will require to be reheard.

34. INFRINGEMENT OF RULES

- 34.1 Any infringement of any of these Rules by a club, official, player or other person may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation in accordance with the Judicial Panel Protocol.
- 34.2 Notwithstanding the terms above, the Scottish FA has the power to investigate any matter pursuant to the operation of the Competition.

35. MINIMUM CHARGE FOR ADMISSION

Subject to a minimum adult non concessionary charge for admission to matches in the Preliminary Round (if applicable), Round One, Round Two and Round Three, of £5, and of £8 for matches in subsequent Rounds excluding the Semi-Final and Final Ties, the charges for admission shall be arranged by the competing clubs. If they are unable to agree, the charges which are normally made for the regular fixtures of the club at whose ground the match is to be played, will apply.

36. TICKETS FOR SALE

For any match to which admission is wholly or partly by ticket or by cash admission at the turnstiles, the visiting club shall have the right to claim admissions up to 20% of the spectator capacity of the ground, in which case the supporters of the visiting club shall be accommodated in an area of the ground which

is agreed by both clubs and the Police authorities after having taken cognisance of the Safety at Sports Ground Act, 1975, where appropriate. The exercise of such right shall be subject to the following conditions:-

- a) Except in the case of a replay the right is exercised within three days of the date on which the ballot is made.
- b) In the case of any replay, the right is exercised immediately after the drawn game.
- c) The visiting club shall be responsible for payment of all tickets asked for and allotted.
- d) The visiting club shall ensure that any tickets which are not required, together with a remittance for the total allotment, are in the hands of the ground club at least twenty-four hours before the time of kick-off.
- e) If any of the tickets which are so returned are subsequently sold, an appropriate refund will be made by the host club.

The tickets which are allotted to the visiting club, if numbered and for reserved positions, shall be equal in position to those retained by the host club.

37. RESTRICTION ON MEMBERS, ETC., TICKETS

- (a) Except in the case of a match in the Competition which is played on a neutral ground and subject to the visiting club having an entitlement to claim admissions up to 20% of the permitted spectator capacity of the host to accommodate their supporters, there is no restriction on the number of members, season ticket holders and complimentary ticket holders who may be admitted by the host club.

In calculating the gate drawings, the host club shall be entitled to exclude 100 season tickets and complimentary tickets actually issued and used from the calculation of the gate drawings. The host club shall be entitled to further exclude all season tickets and complimentary tickets actually issued and used up to a maximum of 10% of the remaining total attendance, subject to such a limit not exceeding 1,000 such persons. Tickets issued as part of a paid hospitality package may not be included in the total number of complimentary tickets.

Thereafter the club shall include the corresponding charges for admission in respect of every season ticket holder and complimentary ticket holder in excess of such limit. The corresponding charges shall be those charges which are applicable to all other paying spectators admitted to the match, relative to the area, or comparable area of the stadium to which a member, season ticket holder or complimentary ticket holder, in excess of the number of such persons allowed for the purpose of calculating the gate drawings, is admitted.

- (b) Except with the agreement of the competing clubs, members' tickets, season tickets and complimentary tickets issued by the host club shall not be valid when a match is played on a neutral ground.

38. COMPLIMENTARY TICKETS

Subject to a maximum of ten for the Directors' Box, the host club shall give to the opponent club such number of complimentary tickets as may be agreed by the two clubs. The Directors' Box tickets shall give access to reserved seats. Accreditation, to permit entry to the Dressing Room and other designated areas, shall be agreed between the two clubs.

39. NOT USED

40. TRAVEL - FINANCIAL ASSISTANCE AND GUARANTEE

- (a) The Scottish FA will, as a measure of financial assistance, provide a payment to each club drawn away from home in the Preliminary Round (if applicable), Round One and Round Two of the Competition, (except those which are played on a neutral ground) whether it be a first match or a replay, which requires travel from a club's home ground to away ground of a distance of more than 50 miles to play a tie.

In this event, and subject to the submission of an original travel invoice, the Scottish FA will refund up to a maximum of £400 to the club.

- (b) In all other ties from Round Three onwards (except those which are played on a neutral ground) the host club, whether it be a first match or a replay, shall give a financial guarantee to the opposing club, up to a maximum of £400.
- (c) Subject to the receipts being sufficient, when a match is played on a neutral ground, both clubs shall be guaranteed reimbursement of travel expenditure incurred, up to a maximum of £400 as defined in section (a) of this Rule 40.

41. DIVISION OF RECEIPTS AND PAYMENT OF EXPENSES

- (a) Subject, in every case, to the terms of Rule 40, except when a match is played on a neutral ground, the monies received from all admission charges to a match in the Preliminary Round (if applicable), Round One, and Round Two, shall be divided equally between the clubs after deduction of 20% from the gross receipts by the host club. In respect of Round Three the following will apply:-

- (1) The host club shall be entitled to make a deduction of 20% from the gross receipts.
- (2) When half of the receipts remaining exceed the guarantee, the said receipts shall be divided, equally, between the clubs.
- (3) When half of the receipts remaining do not exceed the guarantee, the visiting club shall only receive the guarantee.

The host club shall be responsible for payment of the match expenses.

- (b) When a match in the Preliminary Round (if applicable), Round One, Round Two and Round Three is played on a neutral ground, the club on whose ground the match is played shall be paid a rental of 20% of the monies received from all admission charges to the match.

Subject to the foregoing, the balance of the receipts shall be divided between:- the two competing clubs as follows:-

- (1) When the balance is sufficient, each competing club shall be entitled to reimbursement of expenditure on travel, in terms of Rule 40.
 - (2) When the balance is insufficient, the sum available shall be divided between them, in proportion to their expenditure on travel.
 - (3) Any surplus remaining after payment of travel expenses, shall be divided, equally, between them. The competing clubs shall be responsible, jointly, for payment of the match expenses.
- (c) Except when a match is played on a neutral ground, the monies received from all admission charges to a match in any Round other than the Preliminary Round (if applicable), First, Second, Third, Semi-Final and Final Rounds, shall be divided as follows:-
 - (1) A levy of 5% of the monies received from all admission charges to the match shall be paid to the Scottish FA within three days of the date on which the match is played.
 - (2) The host club shall be entitled to make a deduction of 20% from the gross receipts.
 - (3) When, after payment of the levy and of the deduction foresaid, half of the remainder of the receipts exceeds the guarantee, the said remainder of the receipts shall be divided, equally, between the two clubs.
 - (4) When, after payment of the levy and of the deduction foresaid, half of the said remainder of the receipts does not exceed the guarantee, the visiting club shall only receive the guarantee.

The host club shall be responsible for payment of the match expenses.

- (d) When a match in any Round other than the Preliminary Round (if applicable), First, Second, Third, Semi-Final and Final Rounds is played on a neutral ground:-
- (1) A levy of 5% of the monies received from all admission charges to the match shall be paid to the Scottish FA within three days of the date on which the match is played.
 - (2) After payment of the levy foresaid, the club on whose ground the match is played shall be paid a rental of 20% of the balance of the monies received from all admission charges to the match.
 - (3) When the balance is sufficient, each competing club shall be entitled to reimbursement of expenditure on travel, in terms of Rule 40.
 - (4) When the balance is insufficient, the sum available shall be divided between them, in proportion to their expenditure on travel.
 - (5) Any surplus remaining after payment of travel expenses, shall be divided, equally, between them.

The competing clubs shall be responsible, jointly, for payment of the match expenses.

- (e) The host club shall provide a written statement of the share of the gate receipts, or the guarantee, ideally, on the day of the match but in any event not later than 5pm on the immediately following working day, and shall pay the appropriate amount within five working days of the match date.
- (f) Competition levies taken by the Scottish FA in the Fourth, Fifth and Sixth Rounds shall be retained in the Sponsorship Pool.
- (g) The receipts from the Semi-Final matches in the Competition shall be pooled and shall be deemed to include monies received from all admission charges to the matches, radio and television fees, and any sums in respect of advertising within the stadium specially for the occasion.

The Scottish FA shall retain 10% of the balance, after payment of the expenses of the two matches and the clubs' guarantees.

The remainder, after payment of the rental for the use of a ground or grounds, the scale of which shall be determined by the Board, shall be divided, equally, among the four clubs.

- (h) The receipts at the Final Tie shall be calculated in the manner defined in section (g) foresaid mutatis mutandis.

The Scottish FA shall retain 10% of the balance, after payment of the expenses of the match and the clubs' guarantees. The remainder, after payment of the rental for the use of the ground, the scale of which shall be determined by the Board, shall be divided, equally, between the competing clubs.

42. ALTERATIONS AND ADDITIONS TO RULES

- (a) The Board shall have the power to temporarily suspend, amend or add to these Rules as circumstances may dictate from time to time, as it deems appropriate in its reasonable discretion, to facilitate the smooth running of the Competition, or in order to ensure that the Scottish FA is capable of meeting the commitments put upon it under the terms of its television and sponsorship contracts.

Subject to the foregoing, alterations or additions may only be made at the Annual General Meeting of the Scottish FA.

- (b) Notice of any proposed alteration or addition for consideration at the ensuing Annual General Meeting of the Scottish FA, shall be submitted in writing and be in the Secretary's hands by 28 February in the year of the Annual General Meeting of the Scottish FA at which such proposed alteration or addition is to be considered.

RULES OF THE SCOTTISH FA YOUTH CUP (THE “RULES”)

INTRODUCTION

- (a) Unless the context otherwise requires, words or expressions contained in the Rules shall bear the same meaning as in the Articles of Association.
- (b) Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing any gender shall include all genders.
- (c) The headings are inserted for convenience only and shall not affect the construction of the Rules.
- (d) All references to a ground shall mean a registered ground, unless otherwise specified, within the context of these Rules.

1. NAME OF CUP

The cup shall be called “the Scottish FA Youth Cup”. (“the Cup”)

2. THE CUP – OWNERSHIP AND PRESENTATION

- (a) The Cup, including any replicas, is the property of the Scottish FA.
- (b) The Cup shall be presented to the club which wins the Final Tie. (“the Winner”)
- (c) The Cup shall be returned to the Scottish FA by the Winner before the end of March of the year following presentation, in good order and condition. The cost of repair of any damage to the Cup whilst in the custody or control of the Winner shall be met by the Winner.

3. AWARDS TO PLAYERS, REFEREES AND ASSISTANT REFEREES

The Scottish FA shall present a medal or a souvenir in such form as the Board may decide, to each of the players, to each of the substitutes as are permitted and to the match officials in the Final Tie.

4. ANNUAL COMPETITION

The Cup Competition (“the Competition”) shall be played annually, in accordance with the Laws of the Game, and as directed by the Board, to promote, foster, and develop, without discrimination against any organisation or person for reason of age, gender, disability, ethnicity, religion or politics the game of Association football, and to take all such steps as may be deemed necessary or advisable for preventing infringements of the rules of the game, or other improper methods or practices in the game, and for protecting it from abuses.

5. COMMENCING DATE

The Competition shall commence on a date determined by the Board. Matches in the Competition must take place on the determined date as intimated by the Board unless the two clubs, the relevant authorities and the Scottish FA are all agreeable that the match be played on an alternative date.

6. ELIGIBLE CLUBS

Entry to the Competition is available to clubs in Full Membership of the Scottish FA, unless debarred in terms of Rule 13, and other clubs approved by the Professional Game Board prior to the commencement of each season’s Competition.

7. DATE FOR ENTRY

Each club wishing to participate in the Competition shall notify the Scottish FA in writing to be received on or before 18 July in the year in which the Competition commences.

8. COMPLIANCE WITH ARTICLES OF ASSOCIATION

Without prejudice to any other obligation assumed by them, the clubs eligible to compete in the Competition shall be subject to and shall comply with the Articles of the Association, the Registration Procedures, the Disciplinary Procedures and the Rules, and the Anti-Doping Regulations, as amended from time to time.

8.1 Sponsorship and Broadcasting Matters

The Scottish FA, in accordance with the Articles of Association, may enter into contracts with commercial sponsors and broadcasters and grant certain rights as the Scottish FA may in its discretion determine ("Scottish FA's Obligations") to such parties in relation to the Competition.

All clubs participating in the competition undertake to provide any rights, facilities and other services as may be necessary for the Scottish FA to perform the Scottish FA's Obligations.

Without prejudice to the terms of the Articles of Association, the Judicial Panel Protocol and the Rules and any other rule and regulation of the Scottish FA, any failure and/or refusal by a club to comply with any of the terms of the Scottish FA's Obligations as intimated may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation and possible sanction in accordance with the Judicial Panel Protocol.

9. ORGANISATION OF THE COMPETITION

In Rounds One and Two clubs shall be divided into groups geographically convenient, with names of the clubs in each group being placed in a lot and drawn in couples at a time, until the requisite number of ties, which shall be decided by the Board, is drawn. The clubs whose names are not drawn shall receive a bye into the next round. Clubs receiving a bye are not considered to have participated in that particular round.

Clubs reaching the fourth round of the previous season's competition will enter the current competition at the third round stage.

For Round Three, the names of thirty two clubs shall be placed in a lot and drawn in couples at a time. The clubs in each couple shall compete, and so on, until two clubs are left to compete in the Final Tie.

10. INTIMATION OF BALLOT TO CLUBS

After each ballot the Scottish FA shall inform each club of the name of the club against which it is drawn, and in the case of all rounds up to and including the semi-final round, the date by which the tie must be played. The date for the Final Tie shall be fixed by the Board.

11. DURATION OF MATCHES

- (a) Each match will consist of two halves each of 45 minutes of duration. In the event of the tie still being level at the end of the 90 minutes, an extra half hour shall be played. Thereafter, if the tie is still undecided, the winner shall be determined by the taking of kicks from the penalty mark in accordance with the rules laid down by IFAB.
- (b) The half time interval shall be of 15 minutes duration or as determined by the referee.
- (c) A match which has started and which for any reason is abandoned, may not be continued as a "friendly" match.

12. POSTPONED OR RE-SCHEDULED MATCHES

Participating clubs must submit to the Scottish FA an alternative mutually agreeable date for the playing of ties in the event of a postponement or re-scheduled match. Postponed or re-scheduled ties must be played by the second midweek following the date of the original tie.

13. REFUSAL OR FAILURE TO PLAY

Any club which refuses or fails to play the club against which it is drawn, without, in the opinion of the Judicial Panel, having sufficient reason for so doing, shall be adjudged to have lost the tie and will take no further part in the remainder of that season's Competition. Such club might be liable to additional sanctions as specified in these Rules.

14. CLUB SCRATCHING OR WITHDRAWING

A club which intends to scratch or withdraw from the Competition will give notice to the Secretary and to the secretary of the club against which it is drawn, at least four days before the date fixed for playing the tie.

Any such case shall be reported to the Board, who shall have power to order the said club to reimburse its opponents for any expenditure, loss or damage incurred by such scratching or withdrawal. The Board may also take such other action as it deems fit including the imposition of sanctions as specified in these Rules.

Any club which fails to give a satisfactory reason for scratching, or which withdraws from the Competition without first obtaining the consent of the Board, shall not be eligible to take part in the Competition in the following season.

15. DISAGREEMENT ON DATE OF MATCH

If, in any case in which the date is not specified in these Rules or decided by the Board, the two clubs in any tie are unable to reach agreement on a date on which to play or replay, they shall, except when there are exceptional circumstances which would cause the Board to decide to the contrary, or unless the tie is to be played or replayed on a neutral ground, play or replay on the date which is agreeable to the host club.

The Board shall decide in the case of a match to be played or replayed on a neutral ground and the participating clubs will be bound by the decision of the Board.

16. ELIGIBILITY OF PLAYERS

- (a) Only those players born on or after **1st January 1998** are eligible to participate in the competition.
- (b) To take part in the competition, a player need not be registered for the club he represents, but he must otherwise be eligible to play for the club in terms of the Articles of Association.
- (c) A player may play for his Parent Club in the Scottish FA Youth Cup whilst on Temporary Transfer to another Club (as said terms are defined in the Registration Procedures) it being acknowledged that a player may only play for one club in the Competition.

Notwithstanding the above provision, of players listed on the Official Team Line, 50% must be registered with the club they are nominated to play for.

17. NUMBER OF PLAYERS AND SUBSTITUTES

Except for the circumstances described within Rule 18 a team shall consist of eleven players and may use three substitutes from the nominated seven denoted on the Official Team Line.

The players in a team may be changed from match to match, but a club may not play, or list as a named substitute, any player who, in the same season, has already played, or been a fielded substitute, for another club in the Competition.

18. TEAM LINES

The Official Team Line for matches in the competition shall permit the listing of 11 starting players and seven substitutes. It is recommended that one of the listed substitutes is a designated goalkeeper. The template of the Official Team Line shall be provided by the Scottish FA. The Official Team Line must be submitted in order to enable a club to participate in a match in the Competition.

- (a) Not later than 75 minutes before the start of a match, each club shall hand to the referee, and to its opponent, a duplicate of the Official Team Line. The Official Team Line shall contain accurate and complete details, including the proper names and dates of birth of the players in its team, together with the proper names of a maximum of seven substitutes and a maximum of six technical personnel. The club shall also state on the form the name of the club for whom each listed player is registered and/or currently playing.

It is recommended that a club's Doctor and Physiotherapist are listed on the Official Team Line and accommodated in the technical area.

Should any nominated player or substitute sustain an injury or due to extenuating circumstances be unable to participate after the submission of the list of players to the referee and prior to kick-off, the following provisions shall apply:-

- (i) If any of the 11 starting players listed on the Official Team Line is not able to start the match due to unexpected physical incapacity or other extreme circumstances (which are explained to and accepted by the referee), he may only be replaced by one of the seven substitutes. The substitute(s) in question may then only be replaced by an eligible player(s) not originally listed on the Official Team Line as signed, so that the quota of substitutes is not reduced. During the match, three players may still be substituted.

If for any reason changes require to be made to the Official Team Line pursuant to Rule 18 (a) (i), (ii) and (iii) (and said changes are accepted by the match official) then the club must notify its opponent immediately thereafter.

- (ii) If any of the seven named substitutes on the Official Team Line is not able at the start of the match to be fielded due to unexpected physical incapacity or other extreme circumstances, (which are explained to and accepted by the referee), he may only be replaced by an eligible player not originally listed on the Official Team Line as signed.
- (iii) If a goalkeeper listed on the Official Team Line is not able to be fielded due to unexpected physical incapacity suffered by him or other extreme circumstances (which are explained to and accepted by the referee), then he may be replaced but only by an eligible player not originally listed on the Official Team Line as signed, and who should be designated as a goalkeeper.

The club concerned must, in addition to the requirements set out above, upon request, provide the Scottish FA with necessary medical certificates and/or a full written explanation of the circumstances that caused the change.

- (iv) Any alterations made to a completed Official Team Line must be formally endorsed in writing by an accredited club official and initialed by the referee.

- (b) The Secretary shall keep a register of the names of all of the players who take part in the Competition. The register shall be open for inspection.

19. APPOINTMENT OF MATCH OFFICIALS

Match Officials shall be appointed from those referees whose names are included in the List of Referees. The appointment of Assistant Referees will be made by nominated Referees' Associations when requested to do so by the Secretary. Assistant Referees may be appointed from the List of Registered Referees.

Appointments shall take precedence over all other appointments, except with the permission and consent of the Secretary.

- (a) A club may not refuse to accept the services of any match officials appointed by the Board, the Secretary or the nominated Referee Association.

If any club refuses to play a tie due to an objection to or concern about the identity of any match official, such refusal may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation and possible sanction in accordance with the Judicial Panel Protocol.

- (b) The fees and expenses of match officials shall be defrayed by the Association.

- (c) Replacement of a Match Official

Replacement of a Referee

In the event the referee is unable to start or complete the match, he will be replaced by Assistant Referee 1 with the exception of the Final where the Fourth Official will replace the referee.

Replacement of an Assistant Referee

In all ties prior to the Final, an assistant referee will be replaced by a registered referee in attendance at the match, failing which the replacement will be a club official decided by the referee.

If it is Assistant Referee 1 who is being replaced, Assistant Referee 2 moves to become Assistant Referee 1 and the replacement assistant referee becomes Assistant Referee 2.

In the Final Tie, an assistant referee will be replaced by the Fourth Official.

Replacement of a Fourth Official

In the event the Fourth Official is unable to start or complete the match or is required to replace another match official, he will be replaced by a registered referee in attendance at the match, failing which no replacement will be made.

In the event that two match officials require to be replaced during a match, the referee will decide what should happen in regard to the second replacement of a match official to enable the match to be completed.

20. CLUB COLOURS

- (a) In each match, if the colours of the competing clubs are similar, the away club shall change and play in distinctive colours.
- (b) In the case of the Semi Final and Final Ties, if the colours of the competing clubs are similar, the first drawn club at the draw for both Semi Final ties will be permitted to play in the home strip and the second drawn club will be required to change. The winning team of the first Semi Final will automatically become the home team in the Final.
- (c) If there is any dispute as to whether the colours of the teams are the same, or similar, the referee shall decide the issue.
- (d) Goalkeepers shall wear colours which distinguish them from the other players and from the referee. The referee's decision on whether this Rule is met will be final and binding on all parties.
- (e) Every player and substitute of each team shall wear a distinguishing number on his shirt or shorts.

21. GROUNDS FOR TIES, EXCLUDING THE FINAL TIE

In each tie, excluding the Final Tie, a match shall be played on the ground of the club first drawn in the ballot, or if such ground for some reason is unplayable or unavailable, on its second nominated venue. The Board expects all clubs, drawn first in the ballot, ensure that matches are played on the club's recognised ground.

In order to assist the playing of matches in the Competition, participating clubs, on submission of the club entry to the competition, will be required to nominate a second venue at which competition matches may be staged in the event of the club's recognised ground being unavailable. Clubs will be obliged to formally confirm in writing the reason for their recognised ground being unavailable when nominating the second venue for use in the Competition.

When a match is postponed or abandoned it shall be played on the same ground, unless the Board is satisfied that there is valid reason for the match to be played at another venue.

22. CONDITION OF GROUND

- (a) When a match is to be played on the ground of one of the two competing clubs, or on a neutral ground whether or not it has been selected by the Board or by the Secretary of the Scottish FA, and there is reason to believe that it may not be in a condition for play, the Secretary shall, at the request of either competing club or the club providing the neutral ground, appoint an official to inspect the ground.

In addition, the Secretary has discretion to initiate a pitch inspection. The inspection may be made on the day before the match is to be played. If an inspection is made on the day of the match, it shall be made early enough on the day of the match but not later than four hours before the time set for the kick-off, in order to warn the visiting club against travelling, if need be.

- (b) The referee's decision shall be final. His fee and expenses shall be defrayed by the Scottish FA.
- (c) A ground which is unfit for cup tie purposes shall not be used on the same day for any other match.

23. GOAL NETS AND CORNER FLAGS

Goal nets and corner flags shall be used at all matches in the Competition.

24. PROVISION OF NEW FOOTBALLS

A new football of first grade quality shall be provided by the ground or host club for each match played in the Competition. The Scottish FA will provide balls for the match played at the final stage in the competition.

25. FIRST AID PROVISIONS

It is the responsibility of the home or host club to ensure that adequate first aid facilities, requisite equipment and stretcher facilities/carrying chair(s) capable of conveying spectators from seated areas are available for all ties in the Competition and that at least one fully qualified person is present and equipped to administer first aid. The home or host club should take cognisance of the expected attendance and provide additional first aid cover as appropriate for the configuration of the ground.

26. ARRANGEMENTS FOR FINAL TIE

The Final Tie shall be played on a neutral venue or on the ground of one of the competing clubs, as decided by the Board, who shall make all of the arrangements therefor. In the event of it being decided that the tie shall be played on the ground of one of the competing clubs, the venue shall be decided by the drawing of lots unless otherwise agreed by the competing clubs.

27. ADMISSION CHARGES AND MATCH EXPENSES

27.1 All matches except Semi-Final Ties

- (a) When a match is played on the ground of one of the competing clubs, the host club shall be responsible for all ground expenses. If a charge is made for admission, the host club shall retain all of the sums received.

- (b) Each competing club shall be responsible for its own matches.
- (c) When a match is played on a neutral ground, the host club shall be entitled to make a deduction of 20% of any net gate receipts. The balance shall be divided, equally, between the two competing clubs. The competing clubs shall be responsible, jointly, for payment of the ground expenses.

27.2 Semi-Final and Final Ties

When a Semi-Final Tie is hosted by one of the competing clubs, a statement of income and expenditure for the match should be forwarded to the opponent club within 28 days of the match, together with a payment of 50% of any excess income over expenditure. Should expenditure exceed income, 50% of this deficit should be paid to the host club by the opponent club within 14 days of receipt of the match statement.

When a Semi-Final Tie is played on a neutral ground, the host club shall be entitled to make a deduction of 20% of any net gate receipts. The balance shall be divided equally between the two competing clubs. The competing clubs shall be responsible, jointly, for payment of the ground expenses.

When the Final Tie is hosted by one of the competing clubs, the gross gate receipts shall be forwarded to the Scottish FA. After payment of the match expenses, any surplus remaining shall be divided equally between the two competing clubs.

When the Final Tie is played on a neutral ground the host club shall forward to the Scottish FA the amount of the gross gate receipts less a ground rental equivalent to 20% of the net gate receipts, or £500 whichever is the greater. After payment of the match expenses, any surplus remaining shall be divided equally between the two competing clubs.

28. TRAVEL - FINANCIAL GUARANTEE

The Scottish FA will, as a measure of financial assistance, provide a payment to each club drawn away from home, which requires travel from a club's home ground to away ground of a distance of more than 50 miles to play a tie. In this event, and subject to the submission of an original travel invoice, the Scottish FA will refund up to a maximum of £300 to the club.

29. COMPLIMENTARY TICKETS

Subject to a maximum of five for the Directors' Box, the host club shall give to the opponent club such number of complimentary tickets as may be agreed by the two clubs. The Directors' Box tickets shall give access to reserved seats. Accreditation, to permit entry to the Dressing Room and other designated areas, shall be agreed between the two clubs.

30. DISORDERLY CONDUCT

The clubs are responsible for the behaviour of their players, officials, members, supporters and any person carrying out a function at a match on their behalf.

In the event of damage being sustained to a stadium where a tie in the Competition is played as a consequence of misbehaviour by a player, official, member, supporters, or any other person acting on behalf of or associated with a club, then that club shall be responsible for any costs arising in the reparation of same.

The Scottish FA shall have the power to request such reports as may be necessary in determining responsibility for restitution.

The provisions of this Rule 30 are without prejudice to the terms of Article 28, which apply to clubs in the context of their participation in the Competition. Any failure by any club to adhere to any of the terms of this Rule 30 may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation and possible sanction in accordance with the Judicial Panel Protocol.

31. PROTESTS

- (a) When a club intends to lodge a protest, the Secretary or other accredited official shall inform a match official and an accredited official of the opposing team within 30 minutes of the end of the match, and shall, at the same time, inform them of the grounds of protest. The secretary or other accredited official shall be required to confirm the protest in writing by recorded delivery letter, to the Secretary of the Scottish FA within 24 hours of the end of the match (Sunday excluded). The Association will confirm receipt of the protest to both clubs and the match officials and the nature of the protest(s). A deposit of £30 will be lodged by the protesting club at that time.

The Board, whose decision shall be final and binding, shall have the power to uphold or reject the protest, to retain the deposit lodged by the protesting club, to order either club to pay such sum towards defraying the expenses incurred as may be considered desirable and take such other action as it deems fit.

- (b) A successful protest against a player who has violated any of the Articles of Association, or any of these Rules, shall not be regarded by the Board as sufficient cause for its ordering a replay.
- (c) Any objection to the ground, goal posts, crossbars, or other appurtenances of the game shall be intimated to the referee before the end of the match.

32. PROTEST - INTERESTED PARTY

If a member of the Board is connected currently with a club which is involved in a protest, he shall not sit on the Board or on any committee which may be delegated to hear such a protest while the protest is being heard. If he fails to recuse himself, the decision of the Board will not be valid and the protest will require to be reheard.

33. INFRINGEMENT OF RULES

- 33.1 Any infringement of any of these Rules by a club, official, player or other person may result in the matter being referred to the Compliance Officer (as defined in the Judicial Panel Protocol) for investigation in accordance with the Judicial Panel Protocol.
- 33.2 Notwithstanding the terms above, the Scottish FA has the power to investigate any matter pursuant to the operation of the Competition.

34. ALTERATIONS AND ADDITIONS TO RULES

The Board shall have the power to temporarily suspend, amend or add to these Rules as circumstances may dictate from time to time, as it deems appropriate in its reasonable discretion, to facilitate the smooth running of the Competition, or in order to ensure that the Scottish FA is capable of meeting the commitments put upon it under the terms of its television and sponsorship contracts.

Any matter not specifically mentioned in these rules shall be governed by the terms of the Articles of Association and the rules of The Scottish Cup.

REGISTRATION PROCEDURES

PART A : PRELIMINARY PROVISIONS

- 1 OPERATIVE PROVISIONS
- 2 INTERPRETATION

PART B : PARTICULAR PROVISIONS RELATING TO PROFESSIONAL PLAYERS

- 3 REGISTRATION PERIODS
- 4 GENERAL
- 5 REGISTRATION FORM FOR PROFESSIONAL PLAYERS
- 6 TRANSFERS
- 7 AGREEMENT BETWEEN CLUB AND PLAYER
- 8 BREACH OF CONTRACT

PART C : PARTICULAR PROVISIONS RELATING TO PROFESSIONAL NON-CONTRACT PLAYERS

- 9 GENERAL

PART D : PARTICULAR PROVISIONS RELATING TO AMATEUR PLAYERS

- 10 GENERAL

PART E : PARTICULAR PROVISIONS RELATING TO AMATEUR PLAYERS AGE GROUPS 10 -17

- 11 GENERAL
- 12 END OF SEASON PROCEDURES

PART F : GENERAL PROVISIONS

- 13 DISPUTE RESOLUTION
- 14 COMMUNICATIONS
- 15 INFORMATION AND PERSONAL DATA
- 16 PERIODS OF TIME
- 17 REGISTRATION FORM
- 18 TRANSFERS
- 19 THIRD PARTY INFLUENCE
- 20 APPROACH TO PLAYERS

ANNEXES

- 1 DEFINITIONS
- 2 DISPUTE RESOLUTION PROCEDURES
- 3 GOVERNING BODY ENDORSEMENT REQUIREMENTS
- 4 THE REGISTRATION FORM
- 5 PLAYER TRANSFER FORM
- 6 AGREEMENT BETWEEN PLAYER AND CLUB
- 7 SCOTTISH FA DECLARATION AND SCOTTISH PROFESSIONAL FOOTBALL LEAGUE CODE OF CONDUCT
- 8 COMPENSATION ENTITLEMENT AND REIMBURSEMENT OF COSTS OF TRAINING AND DEVELOPMENT
- 9 RULES FOR APPROACHES TO AND SIGNING OF SCOTTISH YOUTH FA CLUBS' REGISTERED PLAYERS AND CLUB ACADEMY SCOTLAND PLAYERS
- 10 ELIGIBILITY ISSUES
- 11 SIGNING OF RECREATIONAL FORM PLAYERS, COMPENSATION PAYABLE AND TRAINING FUND CONTRIBUTIONS

REGISTRATION PROCEDURES

PART A PRELIMINARY PROVISIONS

1. OPERATIVE PROVISIONS

- 1.1 In terms of Article 5.1 (b)(iv), Article 5.2(c)(iv) and the declaration in the Registration Form and/or the Transfer Form Clubs, Players and other appropriate persons under the jurisdiction of the Scottish FA agree to be bound by the Registration Procedures as amended from time to time.
- 1.2 No Player shall be entitled to play Association Football in Scotland under the auspices of the Scottish FA unless they are registered at the Scottish FA in accordance with the Registration Procedures.
- 1.3 A Player registered under these Registration Procedures, may only play Association Football in Scotland in accordance with, and subject to the particular rules contained herein.
- 1.4 Players, Clubs and other persons under the jurisdiction of the Scottish FA must comply with the FIFA Regulations on the Status and Transfer of Players as may be amended by FIFA from time to time ("FIFA Regulations") and with the rules of the competition in which a Player is playing. The current FIFA Regulations can be found at <http://www.fifa.com/aboutfffa/officialdocuments/doclists/laws.html>
- 1.5 Subject to Paragraph 2.1, below, notwithstanding registration at the Scottish FA in terms of the Registration Procedures, Clubs also have to comply with the appropriate eligibility rules in place for competitions in which they compete.
- 1.6 Notwithstanding registration at the Scottish FA in terms of the Registration Procedures, Clubs have to comply with relevant employment legislation in force from time to time together with (where relevant) the Endorsement Requirements which are set out at Annex 3 hereto as may be amended from time to time.
- 1.7 Clubs, Players and other persons under the jurisdiction of the Scottish FA shall also comply with the Supplementary Registration Procedures, as amended from time to time. The current Supplementary Registration Procedures can be found at www.scottishfa.co.uk.
- 1.8 Terms in these Registration Procedures shall be as defined in Annex 1. Disputes will be referred in accordance with the specific provisions within these Registration Procedures which provide for determination of disputes in accordance with Annex 2. Clubs shall comply with the Endorsement Requirements at Annex 3 hereto (or as amended from time to time), in terms of paragraph 1.6 above. Registrations shall be registered by way of the form in Annex 4, and the particular provisions of these Registration Procedures. Transfers shall be registered by way of the form in Annex 5, and the particular provisions of these Registration Procedures. Clubs in membership of the Scottish Junior FA and also clubs in membership of any relevant Affiliated Associations and Recognised Football Bodies (aside from those in the Scottish Professional Football League) shall enter into agreements with their Players by way of the form in Annex 6. Annex 7 will be reproduced on the reverse of the Registration Form and applies to Amateur Players Age Groups 10-17 and all Scottish Professional Football League Under 18 Players. Clubs shall comply with the provisions of Annex 8 in terms of any compensation, training fund contributions or reimbursement of costs of training and development which they require to pay. Clubs shall comply with the rules set out in Annex 9 regarding their approaches for signing Scottish Youth FA Clubs' registered Players and Club Academy Scotland Players. Clubs shall comply with the eligibility provisions contained at Annex 10. Clubs shall only sign Recreational Form Players in accordance with the provisions of Annex 11 and the particular provisions of these Registration Procedures.

2. INTERPRETATION

- 2.1 Unless otherwise provided for, where Competition Rules conflict with the Registration Procedures, then the Registration Procedures shall take precedence.
- 2.2 References herein to Paragraphs are to the paragraphs and rules set out in these Registration Procedures.
- 2.3 Terms herein referring to natural persons are applicable to both genders. Any term in the singular shall

- include the plural and vice versa.
- 2.4 References herein to the Articles are to the Articles of Association of the Scottish FA (as may be amended from time to time)
- 2.5 For the purpose of the Registration Procedures, unless otherwise specifically stated herein, the terms set out in Annex 1 are as defined therein.

PART B PARTICULAR PROVISIONS RELATING TO PROFESSIONAL PLAYERS

3. REGISTRATION PERIODS

- 3.1 Registration Periods will apply to Professional Players who compete in football at Scottish Professional Football League level.
- 3.2 To those Clubs to which Registration Periods apply, a Professional Player may only be registered to play with such a Club during one of two Registration Periods per year as determined by the Board from time to time. Notwithstanding the foregoing provision, and subject to Paragraph 3.3 below, a Professional Player who at the conclusion of a Registration Period is not registered to a Club, may sign and be registered for a Club outwith the Registration Period.
- 3.3 Internationally and Domestically, a Professional Player may be registered with a maximum of three Clubs to which Registration Periods apply during one Season. Notwithstanding the foregoing the Professional Player is only eligible to play Official Matches for two Clubs, to which Registration Periods apply, in any one Season.
- 3.4 Subject to Paragraph 3.2, the Scottish FA will only effect the registration of Professional Players during the two Registration Periods. The Scottish FA will provide the Club for which the Professional Player is registered with a Player Passport indicating the Club(s) said Player has been registered with since his 12th birthday. The date and time of registration will be recorded by the Scottish FA in the Transaction Audit Trail.
- 3.5 The Scottish FA may in its absolute discretion, in exceptional circumstances, sanction an application for registration of a Professional Player outwith the Registration Periods subject to specific conditions, Board approval and, where required, approval of FIFA.

4. GENERAL

- 4.1 Provided that, in respect of relevant Players it is during a Registration Period, or special dispensation has been granted in accordance with Paragraph 3.5 of the Registration Procedures, every Player who has entered into an agreement with a Professional Club, providing for payment to him of wages, shall be registered at the Scottish FA as a Professional Player upon a Registration Form. For the avoidance of doubt, an Amateur Player who signs a Professional Player Registration Form immediately ceases the status of an Amateur Player and acquires the status of a Professional Player.
- 4.2 A Player who has not attained School Leaving Age shall not be a Professional Player and shall not be registered at the Scottish FA as a Professional Player upon the Registration Form.
- 4.3 A Player, who is under 18 years of age at the date of signing as a Professional Player upon the Registration Form may only be registered for a period not exceeding 3 years. Any clause referring to a longer duration within the relative agreement between the Player and the Club shall not be recognised and in such circumstances, the Player's registration shall cease after 3 years, from the date of the signing as a Professional Player upon the Registration Form.
- 4.4 The registration of a Player who is 18 years of age and over at the date of signing the Registration Form may be registered for a period up to but not exceeding 5 years from the date of the signing of the Registration Form. Agreements of any other length shall only be permitted if consistent with national laws.
- 4.5 A registration of a Professional Player upon the Registration Form shall be binding on the Player and Club until the date on which the agreement between the Club and the Player terminates unless cancelled at an earlier date in accordance with Paragraph 17.3 of the Registration Procedures.
- 4.6 Such registration shall continue and remain effective and binding on the Player and the Club if a new agreement is concluded and is properly lodged with the Secretary in accordance with the Registration Procedures, not later than the date on which an existing agreement terminates.

5 REGISTRATION FORM FOR PROFESSIONAL PLAYERS

5.1 GENERAL

- 5.1.1 All Professional Clubs shall use the Registration Form to register Professional Players.
- 5.1.2 The Registration Form will not be valid unless it is accompanied by any contract entered into between the Club concerned and the Player stating all the terms and conditions in conformity with Paragraph 7 of the Registration Procedures and/or the specific rules of the Scottish Professional Football League, if applicable.
- 5.1.3 Unless otherwise permitted by the specific Competition Rules, a Professional Player who is registered by means of a Registration Form, may only play in the terms set out at Paragraph 1.4 of Annex 10 of the Registration Procedures.

6 TRANSFERS

6.1 General

- 6.1.1 The transfer of a Player by means of the Transfer Form may be on a permanent transfer (in accordance with Paragraph 6.2), or a loan (in accordance with Paragraph 6.3).

6.2 Permanent Transfer

- 6.2.1 Provided that it is during a Registration Period, applicable to Scottish Professional Football League Clubs only, or special dispensation has been granted in accordance with Paragraph 3.5, a Professional Player, may have his registration transferred immediately to another Club, by the transferring Club, lodging with the Secretary via the Online Registration Procedures or by post, email or fax a Transfer Form and, where applicable, by the Club to which the Player's registration is being transferred uploading the agreement between the Player and that Club, in accordance with Paragraph 7, together with the completed Registration Form.
- 6.2.2 The Player's current registration will be cancelled on, and his registration with the Club to which his registration is to be transferred to shall be effective from, the date of registration as confirmed by the Transaction Audit Trail.
- 6.2.3 The Clubs and the Player concerned, where the Player provides an email address, shall each be issued with written or electronic confirmation of the transfer of registration from the Scottish FA.

6.3 Loan (Temporary Transfer)

- 6.3.1 Subject to the rules of any other Recognised Football Body, a Player may have his registration transferred temporarily to another Club.
- 6.3.2 The Club from which a Player's registration is to be transferred temporarily shall lodge with the Secretary via the Online Registration Procedures or by post, email or fax a completed Transfer Form indicating the type of temporary transfer signed by the Player and on behalf of each Club concerned by a Recognised Official. The terms and conditions under which a Player's registration is to be temporarily transferred shall be clearly stated therein.
- 6.3.3 The temporary transfer of the Player's registration will be effective from the date of registration as contained on the Transaction Audit Trail.
- 6.3.4 The temporary transfer of a Player's registration once effected, shall continue in force until the expiry date of the period of the temporary transfer, unless the terms and conditions of the temporary transfer of registration contain provision for the early termination and/or all parties otherwise agree that the temporary transfer should be terminated early. Such termination shall be notified to the Secretary in writing, signed by the Player and Recognised Officials of each Club concerned.

- 6.3.5 On the termination of a temporary transfer of registration, the Player's registration shall immediately revert to the Club from which his registration was temporarily transferred subject to the rules of any other Recognised Football Body where applicable.

7 AGREEMENT BETWEEN CLUB AND PLAYER

7.1 General Provisions

- 7.1.1 This Paragraph 7 does not apply to Clubs in membership of the Scottish Professional Football League.
- 7.1.2 All provisions of this Paragraph 7 must be embodied in all Agreements between Players and Clubs.
- 7.1.3 A Club must enter into a written agreement with each player it registers upon the form contained at Annex 6. Aside from the form contained at Annex 6 of these Registration Procedures, no further agreement of any description shall be entered into between Clubs and Players.

7.2 Written agreements PRIOR between Player and Club

- 7.2.1 In the case of a Player who has attained 18 years of age at the date of signing then such Agreement between Player and Club may be for a period of time of not less than 28 days and not more than 5 years. Any clause referring to a longer duration within the relative Agreement between Player and Club who has attained 18 years of age at the date of signing shall only be permitted if consistent with national laws.
- 7.2.2 In the case of a Player, who is under 18 years of age at the date of signing, then such Agreement between Player and Club may not be for a period of time exceeding 3 years. Any clause referring to a longer duration within the relative agreement between the Player and the Club shall not be recognised and in such circumstances, the Agreement shall cease after 3 years, from the date of the Agreement.
- 7.2.3 All the terms and conditions must be recorded on the Agreement prior to the Agreement between Player and Club being signed by the Player and a Recognised Official of the Club concerned and lodged with the Secretary via the Online Registration Procedures or by post, email or fax together with the Professional Player's Registration Form. A duplicate, also signed by all parties, shall be given to the Player by the Club.
- 7.2.4 All payments, benefits, or considerations of any description which are made to a Player by or on behalf of a Club in respect of or in connection with such Player's playing or training activities for such Club (other than re-imbursment of expenses actually incurred) must be fully recorded upon the relevant written agreement contained at Annex 6 of the Registration Procedures between the Club and the Player prior to it being signed by all parties. The executed Player Agreement must be submitted to the Scottish FA. No other payments for his playing activities may be made to a Player via a third party or otherwise.
- 7.2.5 If the services of an Intermediary have been used in contractual negotiations the Clubs shall ensure that the Intermediaries name and signature appears upon the relevant Agreement.
- 7.2.6 If the services of an Intermediary have not been used then the Club must expressly state this upon the relevant Agreement.

7.3 Notice of Termination of Agreement and Player's Right of Appeal

- 7.3.1 When an agreement between a Club and a Professional Player who has signed a Registration Form, is the subject of a notice of termination by the Club, the registration of the Player at the Scottish FA shall be cancelled by the Scottish FA, 5 days after being advised of such termination. Where a contractual dispute has arisen between a Club and Player in relation to the termination

of such Agreement, such dispute shall be resolved in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.

- 7.3.2 In the event of such Professional Player not commencing arbitration in accordance with the Dispute Resolution Procedure contained in Annex 2 hereto against termination of his engagement within 5 days of the notice of termination, the Player's registration at the Scottish FA shall be cancelled.

7.4 Suspension of Player

A Professional Player who is registered with a Club in full membership of the Scottish FA by means of a Registration Form shall, during the period of any suspension imposed upon him for any reason other than breach of contract, be paid the basic minimum wage to which he is entitled under the terms of his written agreement with the Club.

8 BREACH OF CONTRACT

- 8.1 A Professional Player, who leaves a Club in violation of his Agreement with that Club may be suspended and may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.
- 8.2 A Club who dismisses a Professional Player in violation of his Agreement with that Professional Player may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.
- 8.3 A Club, or any other person under the jurisdiction of the Scottish FA, which induces a Professional Player to break his Agreement with another Club may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.
- 8.4 A Club, or any other person under the jurisdiction of the Scottish FA, which induces another Club to break their Agreement with a Professional Player may be liable to sports sanctions and the payment of any compensation claims in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.

PART C PARTICULAR PROVISIONS RELATING TO PROFESSIONAL NON-CONTRACT PLAYERS

9 GENERAL

- 9.1 Clubs in membership of the Scottish Professional Football League may not register a Player as a Professional Non-Contract Player.
- 9.2 A Professional Non-Contract Player shall not be paid for his playing activities. It shall be a breach of the Scottish FA's Disciplinary Rules, and thus subject to disciplinary action in accordance with the Judicial Panel Protocol to pay a Professional Non-Contract Player a signing on fee, a weekly wage or any payment more than the expenses he effectively incurs in return for his footballing activity.
- 9.3 A Professional Non-Contract Player who is registered with a Club may, within one month prior to the end of the Season in which he is registered, sign and be registered with the same Club for the following Season.
- 9.4 Unless re-registered in accordance with Paragraph 9.3 above, the registration of a Professional Non-Contract Player will lapse automatically at the end of the Season in which he signed the Registration Form and the Player will be free to sign with another Club, thereafter.
- 9.5 For the avoidance of doubt, the following provisions of the Registration Procedures also apply to Professional Non-Contract Players.

PART D PARTICULAR PROVISIONS RELATING TO AMATEUR PLAYERS

10 GENERAL

10.1 Clubs may sign and register an Amateur Player by registering them as an Amateur Player upon the Registration Form. For the avoidance of doubt, a Professional Player cannot sign as an Amateur Player unless he is reinstated to amateur status in accordance with the Articles.

10.2 Terms and Conditions

The following terms and conditions shall apply in relation to registrations of Amateur Players:

10.2.1 An Amateur Player shall be subject to the Articles and the Registration Procedures.

10.2.2 An Amateur Player shall not be paid any remuneration by the Club or any third party for his playing activities other than the expenses he effectively incurs in return for his footballing activity. It shall be a breach of the Scottish FA's Disciplinary Rules, and thus subject to disciplinary action in accordance with the Judicial Panel Protocol to pay an Amateur Player for his playing activities other than the expenses he effectively incurs in return for his footballing activity.

10.2.3 The registration of an Amateur Player will lapse automatically at the end of the Season in which he signed the Registration Form and the Player will be free to sign with another Club, thereafter except in the case of Amateur Players Age Groups 15 and 16.

10.2.4 An Amateur Player may only be registered as an Amateur Player, under the Registration Form for one Club.

10.2.5 A Player may be signed as a Recreational Form Player with more than one Club and in accordance with Annex 11 subject to the relevant provisions of the rules and regulations of the relevant Affiliated National Association and, where applicable, the Registration Procedures.

10.3 End of Season Procedures

10.3.1 An Amateur Player may:

10.3.1.1 sign and be registered with his current Club for the next Season between 1st June and 30th June each year; or

10.3.1.2 An Amateur Player with the exception of Amateur Players Age Groups 15 and 16 will be free from 1st July each year to sign with the Club of his choice providing he has not signed for the next Season in the above mentioned terms.

PART E PARTICULAR PROVISIONS RELATING TO AMATEUR PLAYERS AGE GROUPS 10-17

11 GENERAL

- 11.1 A Player qualified by age as stipulated under this Paragraph 11 may be registered as an Amateur Player Age Groups 10-17 upon a Registration Form, by a Professional Club. The application of Registration Periods, Domestically, does not apply to Amateur Players Age Groups 10-17.
- 11.2 A Player who has attained 10 years of age is eligible to sign and be registered at the Scottish FA as an Amateur Player Age Groups 10-17. To be valid the Registration Form must be completed and signed by the Player, the Player's parent(s)/guardian(s)/carer(s) and an official of the Club. By signing the form all parties are agreeing to be bound by the Scottish FA Amateur Player Age Groups 10-17 Declaration Form in all cases and the Scottish Professional Football League Code of Conduct if the club is also in membership of that body.
- 11.3 The qualifying date for each age group is a Player born on or after 1st January of the appropriate year up to and including age group 17. By way of example only, in relation to Season 2017/2018:
- Age Group 12 – born on or after 1st January, 2006 and not after 31st December, 2006
Age Group 13 – born on or after 1st January, 2005 and not after 31st December, 2005
- 11.4 A Club competing within the Club Academy Scotland Programme is permitted to sign and register up to a maximum of twenty Youth Players in each age group at any one time.
- 11.5 A Club which does not compete within the Club Academy Scotland Programme may sign up to a maximum of twenty Amateur Players Age Groups 10 – 17 in total.
- 11.6 The registration of an Amateur Player for Age Groups 10 through to 14 will lapse automatically at the end of the Season in which such Amateur Player Age Groups 10-14 and his parent(s)/guardian(s)/carer(s) signed the Registration Form and the Amateur Player Age Groups 10-14 will be free to sign with another Club thereafter. Providing the Amateur Player Age Groups 10-14 former Club has conformed with the End of Season Procedures set out in Paragraph 12 of the Registration Procedures, it will have retained a right to reimbursement of training costs of the Player as provided for in Annex 8 of the Registration Procedures.
- 11.7 The registration of an Amateur Player Age Groups 10-17 for age group 15 allows a Club should it wish and providing it has conformed with the End of Season Procedures set out in Paragraph 12 of the Registration Procedures, to bring the Player's registration forward to age group 16 for the following Season on the existing Registration Form.
- 11.8 The registration of an Amateur Player Age Groups 10-17 for age group 16 allows a Club should it wish and providing it has conformed with the End of Season Procedures set out in Paragraph 18 of the Registration Procedures, to bring the Player's registration forward for the following and final Season at youth level upon the existing Registration Form.
- 11.9 An Amateur Player Age Groups 10-17 may, within one month prior to the end of the Season of expiry of his Registration Form sign and be registered with that Club for the following Season unless his current registration is at age group 17 in which case the Registration Form will lapse at the end of that Season unless cancelled at an earlier date under the terms of Paragraph 18 of the Registration Procedures.
- 11.10 To be valid the Registration Form of an Amateur Player Age Groups 10-17 who has not yet attained 16 years of age at the date of signing must in all cases be signed by the Player's parent(s)/guardian(s)/carer(s).
- 11.11 Subject to the foregoing, should an Amateur Player Age Groups 10-17 aged 10 or 11 have his Registration Form cancelled at the request of his parent(s)/guardian(s)/carer(s) then such Player will not be eligible to sign another Registration Form with any Club participating in the Club Academy Scotland Programme during the course of the remainder of the Season of cancellation. In exceptional circumstances however, the Scottish FA may allow said Player to sign such form.

12 END OF SEASON PROCEDURES – AMATEUR PLAYERS AGE GROUPS 10-17

- 12.1 Not later than 30th June in the playing Season of signing at age group 14 and below the Club shall by recorded delivery and, in accordance with the Online Registration Procedures advise the Scottish FA, the Player, his parent(s)/guardian(s)/carer(s) and any other Recognised Football Body where applicable, of any offer of a further period of registration made to the Player.
- 12.2 Not later than 30th June in the playing Season of signing at age group 15 the Club shall by recorded delivery and, in accordance with the Online Registration Procedures, advise the Scottish FA, the Player, his parent(s)/guardian(s)/carer(s) and any other Recognised Football Body where applicable confirming whether a Player's registration is to be continued for the following Season. This procedure must also be carried out if a Club intends to continue a Player's registration from age group 16 to 17. Failure to advise the Scottish FA in writing will result in a Player's registration lapsing.

13 YOUNG PLAYER'S WELLBEING PANEL PROCEDURE

- 13.1 A Club Academy Scotland Player or any player registered upon an Amateur Player Age Groups 10 – 17 form and/or their parent(s)/carer(s) or such a Player's Club who have been unable to resolve a registration issue can refer such matter to the Young Player's Wellbeing Panel in accordance with the terms of Annex 12 of the Registration Procedures
- 13.2 In the event that the Young Player's Wellbeing Panel Tribunal determine that a Club or Player has used the Procedure set out in Annex 12 of the Registration Procedures to circumvent the Registration Procedures, the matter may be referred to the Judicial Panel. The Judicial Panel will have jurisdiction to deal with any such alleged breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.

PART F GENERAL PROVISIONS

14 DISPUTE RESOLUTION

- 14.1 Subject to the remainder of Paragraph 14, below, any dispute arising out of the Registration Procedures between and/or amongst Players, Member Clubs and/or the Scottish FA and/or any other person under the jurisdiction of the Scottish FA shall be determined in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 14.2 Any dispute regarding the application of the Registration Procedures, including the FIFA Regulations, Internationally, will be determined by FIFA in accordance with the FIFA Regulations.
- 14.3 Any dispute between a Professional Non-Contract Player or Amateur Player and his Club in membership of the Scottish Junior FA shall be determined by the Scottish Junior FA, subject to a right of appeal to the Judicial Panel in accordance with the Judicial Panel Protocol.
- 14.4 Any dispute regarding Agreements between a Club in membership of the Scottish Professional Football League and a Player, shall be determined in terms of the rules and provisions of the Scottish Professional Football League.
- 14.5 Any dispute regarding compensation entitlement, training fund contribution and reimbursement of costs of training and development in respect of Annex 8 of the Registration Procedures, shall be determined in accordance with Annex 2 and Annex 8 of the Registration Procedures.
- 14.6 Any dispute involving a Club Academy Scotland Player or any Player registered upon an Amateur Player Age Groups 10-17 form and/or their parent(s)/carer(s) or such a Player's Club who have been unable to resolve a registration issue, shall be determined in Accordance with Annex 12 of the Registration Procedures.

15 COMMUNICATIONS

- 15.1 Unless otherwise provided within the Registration Procedures, a communication or documentation in respect of the Registration Procedures may be made or delivered by any effective means including:
- 15.1.1 By first class ordinary or recorded or registered delivery post;
 - 15.1.2 By hand delivery or courier;
 - 15.1.3 By email to an intimated email address;
 - 15.1.4 By fax to an intimated fax number; or
 - 15.1.5 By any combination of the above.
- 15.2 Unless otherwise provided within the Registration Procedures, a communication or documentation shall be deemed to have been delivered:
- 15.2.1 If issued by recorded delivery or registered first class post, and upon production of evidence of posting by recorded or registered delivery, on the day after the posting of the letter;
 - 15.2.2 If issued by hand or by courier, on the date of delivery upon evidence of delivery by hand or courier; or
 - 15.2.3 If issued by email or by fax, and upon evidence of sending by email or fax, on the day on which the email or facsimile was sent;
- 15.3 Unless otherwise provided within the Registration Procedures, where a communication is communicated orally, at a hearing, it shall be deemed to have been communicated on the date when the communication was made.

16 INFORMATION AND PERSONAL DATA

- 16.1 The Scottish FA is the data controller in respect of any personal data provided to the Scottish FA as a result of the Registration Procedures and the Scottish FA will process such personal data in accordance with its obligations under the Data Protection Act 1998.
- 16.2 The Scottish FA will use personal data for the purposes set out in the Registration Procedures. This may include obtaining an individual's personal data from a third party or disclosing an individual's personal data to a third party where that is necessary for the purpose of proceedings arising in terms of the Registration Procedures and subject to the consideration of the rights, freedoms and legitimate interests of the data subject.

17 PERIODS OF TIME

- 17.1 Unless otherwise provided within the Registration Procedures, periods of time are to be calculated for the purpose of the Registration Procedures as follows:
 - 17.1.1 Where an act requires to be done within a specified period after or from a specified date or event, the period begins immediately after that date.
 - 17.1.2 Where a period is defined in a number of days, then every day shall count whether or not it is a weekend or a public holiday, unless expressly provided elsewhere in the Registration Procedures.
 - 17.1.3 Where an act requires to be done by a specified time, all times will be local time, unless otherwise specified.

18 REGISTRATION FORM

- 18.1 General
 - 18.1.1 A Player shall be deemed to be registered at the date and time upon which his Registration Form and any Agreement if applicable has been received by the Scottish FA via the Online Registration Procedures, by post, email or fax and is fully compliant with the Registration Procedures, and as confirmed by the Transaction Audit Trail except in a case when a FIFA International Transfer Certificate is required in which case the date of registration will be as the date of receipt of the Certificate. Acknowledgement of the registration will be via the Club Extranet when the Player's name appears on the Club's list of registered Players. The Club will have access to the Player Passport history in accordance with the FIFA Regulations via the Club Extranet;
 - 18.1.2 A Registration Form, which is lodged with the Secretary and which is not compliant with these Registration Procedures shall be invalid.
- 18.2 Completion of Registration Form
 - 18.2.1 All fields on the Registration Form must be completed and properly inserted and all details including the date of signing must be accurate. Failure to do so will result in the Registration Form being deemed to be invalid and the registration not being completed.
 - 18.2.2 The Registration Form must be signed by the Player and a Recognised Official of the Club.
 - 18.2.3 In the case of a Player who has not attained the age of 16 at the date of signing then the signature of the Player's parent(s) or guardian(s)/carer(s) is also required.
 - 18.2.4 Wherever possible, the Registration Form and associated paperwork should be submitted via the Online Registration Procedures. Hard copy original documentation is not required for registration documentation submitted and accepted via the Online Registration Procedures.
 - 18.2.5 In exceptional circumstances and/or where it is not possible to submit the Registration Forms and associated papers utilising the Online Registration Procedures, then hard copy documentation requires to be submitted to the Scottish FA.

18.2.6 Any Club in membership of the Scottish Junior FA submitting forms to the Scottish FA using either the Online Registration Procedures, post, fax or email must submit such forms within 3 days of the date of signing (Saturday and Sunday excluded).

18.3 Cancellation of Registration Forms

18.3.1 Registration Forms may be cancelled by the following means:

18.3.1.1 If in respect of a Professional Player by the Club uploading via the Online Registration Procedures, a written cancellation request which shall appear on the headed notepaper of the Club and be signed by the Player and a Recognised Official;

18.3.1.2 If in respect of a Professional Player by the Club sending a written cancellation request, which shall appear on the headed notepaper of the Club and be signed by the Player and a Recognised Official, to the Secretary by post, email or fax;

18.3.1.3 If in respect of an Amateur Player by the Club uploading via the Online Registration Procedures, a written cancellation request which shall appear on the headed notepaper of the Club and be signed by a Recognised Official;

18.3.1.4 If in respect of an Amateur Player by the Club sending a written cancellation request, which shall appear on the headed notepaper of the Club and be signed by a Recognised Official, to the Secretary by post, email or fax.

18.3.1.5 If in respect of an Amateur Player Age Groups 10 – 17 by the Club sending a written cancellation request, which shall appear on the headed notepaper of the Club and be signed by the Player and/or his parent/carer and a Recognised Official;

18.3.1.6 If the matter relates to an Amateur Player Age Groups 10 – 17, then such player may request that his Club cancels his registration if at the end of the season, in relation to Game Time, he has played in less than 25% of his Club's CAS matches that he was eligible to and otherwise able to participate in. If such Player's Club agrees that the Player did play in less than 25% of his Club's CAS matches that he was eligible to and otherwise able to participate in, the registration shall be cancelled. In the event of any dispute as to whether or not such Player shall be entitled to have his Registration Form cancelled without the reimbursement of training costs which may have been due to the Club under these Registration Procedures, then such dispute should be referred to the Young Player's Wellbeing Panel in accordance with Paragraph 13 of the Registration Procedures. Under the terms of this Paragraph 18.3.1.6 a player may only apply to the Young Player's Wellbeing Panel in the 14 days following the end of the Season of his registration (1 July to 14 July).

18.3.1.7 If the matter relates to an Amateur Player Age Groups 15-17, then such Player may request that his Club cancel his CAS registration to return to play in recreational football. If such a Club agrees, then the Player's registration shall be cancelled. If such request is refused by the Club, then such Player shall be entitled to refer the matter to the Young Player's Wellbeing Panel in accordance with Paragraph 13 of the Registration Procedures.

18.3.1.8 If in respect of an Amateur Player Age Groups 10-17, in exceptional circumstances only, by the Club uploading via the Online Registration Procedures a written cancellation request which shall appear on the headed notepaper of the Club and be signed by a Recognised Official of the Club or by post, email or fax to the Secretary. This Paragraph 18.3.1.8 is subject to the Player's right to refer the issue to the Young Player's Wellbeing Panel in accordance with Paragraph 13 of the Registration Procedures.

18.3.1.9 By the authority of the Scottish FA; or

18.3.1.10 As otherwise provided within the Registration Procedures.

18.3.2 In the case of Professional Players only, the registration of a Player who moves to another Club or Club in membership of another national association, upon a loan basis, will be suspended and the registration held in abeyance for the duration of the loan period upon receipt of a written

request for such to the Secretary signed by a Recognised Official of the Club and the Player. Effect will again be given to the Player's registration (for the then remaining period) upon his return to his Club and receipt by the Scottish FA of the necessary FIFA International Transfer Certificate, if required, when returning from a club in membership of another national association.

- 18.3.3 In the case of an Amateur Registration type Player a Registration Form may be cancelled by the Amateur Player writing to the Secretary stating the name of the Affiliated National Association Club, with which he wishes to play. Confirmation of his eligibility to play with the Club nominated will be confirmed and, following a period of 28 days having elapsed from the date of his written application, his Amateur Player Registration Form will be cancelled. Notwithstanding the foregoing, an Amateur Player with a Club in membership of the Scottish Junior FA cannot nominate another Club in membership of that body when exercising his right in terms of this Paragraph 18.3.3. When a registration is cancelled to allow a Player to play with the Club stated in his application he may not play or be registered with any other Club during the same Season.
- 18.3.4 In the case of an an Amateur Player Age Groups 10-14, a Registration Form may be cancelled by the Player and/or his parent(s)/carer(s) writing to the Secretary stating the name of the Affiliated National Association Club, with which he wishes to play. Confirmation of his eligibility to play with the Club nominated will be confirmed and, following a period of 28 days having elapsed from the date of his written application, his Amateur Player Age Group 10 – 14 Registration Form will be cancelled. When a registration is cancelled to allow a Player Age Group 10 – 14 to play with the Club stated in his application he may not play or be registered with any other Club during the same Season except in exceptional circumstances. For the avoidance of doubt the terms of this rule 18.3.4 do not apply to an Amateur Player Age Groups 15, 16 and 17.
- 18.3.5 In the case of an Amateur Player Age Groups 15-17 only, a CAS Player, whose move to a nominated Affiliated National Association Club has been permitted by the Young Player's Wellbeing Panel in accordance with the terms of Registration Procedure Rule 18.3.1.7, will be eligible to train and play for the nominated Affiliated National Association Club and such Player will remain a registered Player of the CAS Club subject to the CAS Club complying, where applicable, with the requirements of Part E of the Registration Procedures relating to such Players,

19 TRANSFERS

- 19.1 The Transfer Form is to be used by Clubs in respect of all Player transfers, whether permanent or temporary.
- 19.2 When a Player is transferred permanently via the transfer form then 5% of any compensation fee will be distributed to the Club(s) involved in the training and education of the Player. This distribution will be made in proportion to the number of years the Player has been registered with the relevant Clubs between the ages of 12 and 23. This distribution will be apportioned amongst the Clubs concerned according to the age of the Player at the time they provided him with training and education. Payment must be made by the transferee Club within 30 days of the Player's new registration or within 30 days of a Registration Tribunal having set the compensation fee.
- 19.3 Scottish Youth FA Players

The Transfer Form shall also be used by Clubs in membership of the Scottish Youth FA when a Player is registered in accordance with any existing agreements that may be in place between the Scottish Youth FA and other Affiliated Associations, Affiliated National Associations or Recognised Leagues and providing such agreement(s) have been formerly approved by the Scottish FA.

20 THIRD PARTY INFLUENCE/OWNERSHIP

- 20.1 No Club shall enter into a contract which enables any other party to that contract and/or any other third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.
- 20.2 Clubs that do not observe the obligations set out in this Paragraph 20 may be liable to sanctions and disciplinary measures in accordance with the Judicial Panel Protocol and/or the FIFA Regulations, as appropriate.

20.3 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.

20.3.1 The interdiction as per Paragraph 20.3 came into force on 1 May 2015.

20.3.2 Agreements covered by Paragraph 20.3 which predate 1 May 2015 may continue to be in place until their contractual expiration. However, their duration may not be extended.

20.3.3 The validity of any agreement covered by Paragraph 20.3 signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than one year beyond the effective date.

20.3.4 For the purpose of these regulations a “third party” is defined as any party other than the two Clubs transferring a Player from one to another, or any previous Club, with which the Player has been registered.

21 APPROACH TO PLAYERS

21.1 Subject to Paragraph 5 of Annex 9 of the Registration Procedures, a Club or an Intermediary (acting on behalf of a Club) may only approach a Player of another Club providing either he or the Club for whom the Intermediary is acting, has firstly advised, in writing, the Player’s current Club of its/his intention to do so and providing the Player has only six months or less of his current contract of employment with his current Club, remaining.

21.2 Under no circumstances shall a club or an Intermediary directly approach a Player who is a Minor.

Annex 1

DEFINITIONS

1. For the purposes of the Registration Procedures (unless otherwise specifically stated herein), the terms set out below are defined as follows:

DEFINITIONS – REGISTRATION PROCEDURES

Affiliated Association	Means an association which is in full membership of the Scottish FA, other than an Affiliated National Association;
Affiliated National Association	Means each of the Scottish Amateur F.A, the Scottish Junior F.A, the Scottish Schools' F.A, the Scottish Welfare F.A, Scottish Women's Football and the Scottish Youth F.A;
Agreement between Player and Club	Means the Agreement between Player and Club as set out in Annex 6;
Amateur Player	Means a player who is not a Professional Player or Professional Non-Contract Player
Articles	Means the Articles of Association of the Scottish FA;
Association Football	Means any football played under the jurisdiction of FIFA and in accordance with the Laws of the Game;
Board	Means the board of directors of the Scottish FA which shall comprise all of the Directors from time to time, as constituted in accordance with these Articles;
Club Academy Scotland	Means performance based youth football development programme organised and managed by the Scottish FA for clubs in membership of the Scottish Professional Football League;

Club Academy Scotland Programme	Means the approved programme for clubs participating in Club Academy Scotland;
Club Extranet	Means the web based application for member clubs to access the Scottish FA website and databases;
Club	Means a football club playing Association Football in accordance with the provisions set out in the Articles;
Commitment Letters	Shall have the meaning prescribed in the Scottish Professional Football League Rules
Competition Rules	Means rules specific to a particular competition;
Compliance Officer	Means the Compliance Officer who shall have general responsibility for observance by all those involved in Association Football in Scotland, of the Disciplinary Rules, including offering fixed term suspensions to Players and Team Staff where provided in the Judicial Panel Protocol and the pursuit of proceedings before Tribunals for enforcement of the Disciplinary Rules, except where enforcement is otherwise provided for in the said Protocol;
Disciplinary Procedures	Means the Disciplinary Procedures of the Scottish FA as provided for in the Judicial Panel Protocol;
Dispute Resolution Procedure	Means the dispute resolution procedure as set out in Annex 2 of the Registration Procedures;
Domestically	Means Association Football played within Scotland;
East of Scotland Football League	Means the unincorporated association of football clubs called The East of Scotland Football League;

End of Season Procedures	Means instructions issued to clubs by the Scottish FA for the retention and release of Players at the end of each Season;
Endorsement Requirements	Means the Governing Body Endorsement Requirements as set out in Annex 3
FIFA	Means Federation of International Football Associations;
FIFA International Transfer Certificate	Certificate issued between National Associations when a Player moves from one country to another confirming his eligibility to pursue his sporting career with his new Club;
Game Time	Period of accumulated time a player is fielded in his club's matches throughout a season where he is eligible and otherwise able to participate;
Intermediary	Shall have the meaning as prescribed in the Scottish FA Working with Intermediaries Regulations
Internationally	Means when a Player moves from one Club to another, both Clubs being in membership of different National Associations;
Judicial Panel Protocol	Means the Protocol relating to the operation of the Judicial Panel promulgated by the Board from time to time in accordance with the Articles, which provides for the Disciplinary Procedures and the Disciplinary Rules;
Junior Club	Means a Club in membership of the Scottish Junior FA;
Minor	Means a Player under 18 years of age;
Notice of Registration Referral	A notice to commence proceedings for determination of a relevant matter in terms of Annex 2 hereto;

Official Matches	Means solely for the purpose of the Registration Procedures a competitive match involving a Club's first team;
Official Return	Shall have the meaning prescribed in the Articles;
Online Registration Procedures	Means the process in which a Club may register a Player via the web-based application for the registration of Players;
Parent Club	Means the Club which holds the main registration of a temporary transfer Player;
Player	Means a Player participating in Association Football under the jurisdiction of the Scottish FA;
Player Passport	Means the playing history of a Player from the season of his 12th birthday indicating the Club(s) he has played with;
Professional Club	Means a Club in full membership of the Scottish FA, Clubs in membership of Affiliated Associations and Junior Clubs;
Professional Non-Contract Player	Means a Player of professional status who is not paid for his playing activities but is registered as a non-contract Player on the Registration Form;
Professional Player	Means a Player who is registered at the Scottish FA as a professional or is receiving, in respect of his participation in or an activity connected with Association Football, remuneration or consideration of any sort above or in addition to his necessary expenses actually paid;
Recognised Football Body	Means an Affiliated Association, an Affiliated National Association or an association, league or other combination of Clubs, Players, officials or referees formed with the consent of the Scottish FA in terms of the Articles, or such bodies or persons as may be formed with the consent of and Affiliated National Association in terms of the Articles;

Recognised Official	Means an official of a Scottish FA Member Club who is listed as such on the Official Return of the Club and a Scottish FA Licensed Team Scout;
Recreational Form Player	Means a Player who has signed a form used to register a player with a Club in membership of an Affiliated National Association other than the Scottish Junior Football Association;
Referring Party	A Party entitled and wishing to refer a matter for determination under Annex 2 hereto;
Registration Form	Means the Player registration form as set out in Annex 4;
Registration Member	Means a person listed by the Scottish FA as available to act as an arbitrators in the determination of matters under Annex 2 hereto;
Registration Periods	Means two periods fixed by the Board for the registering of Professional Players and which shall only apply to Clubs in membership of the Scottish Professional Football League;
Registration Procedures	Means the registration procedures contained herein, and including any Supplementary Registration Procedures
Registration Respondent	A party other than the Referring Party with a relevant interest in an arbitration conducted in terms of Annex 2 hereto;
Registration Tribunal	A tribunal appointed in terms of annex 2 hereto;
School Leaving Age	Means a pupil who has attained the school leaving date as set out in the Education (Scotland) Act 1980;
Scottish FA	Means The Scottish Football Association Limited (Company Number SC005453) whose registered office is at Hampden Park, Glasgow G42 9AY;

Scottish FA Working with Intermediaries Regulations	Shall mean the Scottish FA Working with Intermediary Regulations which came into force on 1 April 2015 and as may be amended from time to time.
Scottish Junior FA	Means The Scottish Junior FA, an unincorporated association, whose office is at Hampden Park Glasgow G42 9DD
Scottish FA Amateur Player Age Groups 10-17 Declaration	Means the Declaration as set out in Annex 7 and reproduced on the reverse of the Registration Form;
Scottish FA Licensed Team Scout	Means a person employed or acting on behalf of a club, holding a license issued by the Scottish FA, who undertakes scouting activities for and on behalf of such club;
Scottish FA Member Club	Means for the purposes of these rules Clubs in membership of the Scottish FA participating in the Club Academy Scotland Programme;
Scottish Highland Football League	Means the unincorporated association of football clubs called The Scottish Highland Football League;
Scottish Highland Football League Youth Development Initiative	Means the Youth Development Initiative organised and regulated by The Scottish Highland Football League;
Scottish Lowland Football League	Means the unincorporated association of football clubs called The Scottish Lowland Football League;
Scottish Professional Football League	Means the combination of association football clubs known as the Scottish Professional Football League operating under and administered and managed by the Scottish Premier League Limited, a company incorporated under the Companies Act 1985 (Registered No. 175364) and having its registered office at Hampden Park, Glasgow G42 9DE and any successor thereto from time to time; where the context admits, references to the Scottish Professional Football League shall be deemed to include the Scottish Premier League Limited;

Scottish Professional Football League Clubs	Means Clubs that form part of the Scottish Professional Football League
Scottish Professional Football League Code of Conduct	Means the code of conduct contained in the form contained at Annex 7 of these Registration Procedures
Scottish Professional Football League Development League	Means a development league for each Season organised by the Scottish Professional Football League Board.
Scottish Professional Football League Rules	Means the rules of the Scottish Professional Football League as may be amended from time to time.
Scottish Welfare FA	Means the Scottish Welfare FA, an unincorporated association, whose Chief Executive Officer's address is 61 High Street, Rothes, AB38 7AY
Scottish Youth FA Club	Means a Club in membership of the Scottish Youth FA.
Scottish Youth FA Club Registered Official	Means a Recognised Official of a Scottish Youth FA Club.
Season	Means solely for the purposes of these rules and the Senior Online Registration system the playing season domestically in Scotland will be the period starting on 1st July and ending on 30th June the following year with the exception of the Scottish Junior FA Season which shall end on the third Saturday in June each year;
Secretary	Means the Secretary of the Scottish FA appointed by the Board in accordance with the Articles and shall include an assistant or deputy Secretary appointed in terms of the Articles.
Secretary's Registration Dispute Notice	A notice by the Secretary or his nominee in accordance with the Dispute Resolution Procedure at Annex 2 hereto.

South of Scotland League	Shall have the meaning given to it in Article 1.1
Supplementary Registration Procedures	Means the registration procedures promulgated by the Board from time to time in connection with the registration of Players and also the Team Officials (if the Board elects to extend such procedures to apply to them).
Transaction Audit Trail	Means the audit trail within the Online Registration Procedures which records by date and time each transaction in the registration process of Players
Transfer Form	Means the Transfer Form as set out in Annex 5.
UEFA	Means Union of European Football Associations;
Young Player's Wellbeing Panel ("YPWP")	Means the panel set up by the Scottish FA to hear and determine registration issues between a Young Player, Player under the age of 18, or their parent(s)/carer(s) and the Player's Club in accordance with Paragraph 13 and Annex 12 of the Registration Procedures.

Annex 2 – Dispute Resolution Procedure

DISPUTE RESOLUTION - PROCEDURAL RULES RELATIVE TO DETERMINATION OF DISPUTES ARISING FROM THE REGISTRATION PROCEDURES

1. Where the Registration Procedures require the determination of a dispute, level of compensation or other matter in accordance with this Dispute Resolution Procedure, then this Annex 2 shall apply.
2. The Scottish FA shall maintain a list of certain persons who are available to act as arbitrators in the determination of matters under this Annex 2 (“**Registration Members**”).
3. Any Party entitled and wishing to refer a matter for determination under this Annex 2, in terms of the Registration Procedures, (“**the Referring Party**”) shall commence proceedings for determination of such relevant matter by delivery of a Notice of Registration Referral to all other Parties with an interest (“**the Registration Respondent(s)**”), and to the Secretary. The Secretary or his nominee may, at his sole discretion, determine which party(s) have a relevant interest in deciding whether such party is a Registration Respondent.
4. The Notice of Registration Referral shall:
 - a. State the provision within the Registration Procedures in terms of which the referral is made;
 - b. Briefly state the basis of the submission and a brief outline of the relevant facts and circumstances; and
 - c. Specify the redress/determination which is sought.
5. Upon receipt of a Notice of Registration Referral, the Secretary or his nominee shall send notice (“**the Secretary’s Registration Dispute Notice**”) to the Referring Party and to each Registration Respondent, which notice shall include (a) a copy of the Notice of Registration Referral; and (b) a copy of the provisions of this Annex 2.
 - a. The Referring Party and the Registration Respondent(s) (together “**the Parties**”) shall endeavour, by agreement, to appoint an arbitrator within 14 days of the date on which the Secretary’s Registration Dispute Notice is sent by the Secretary to the Parties (“**the Appointment Period**”). The Parties should generally appoint an arbitrator from the list of Registration Members.
 - b. Subject to sub-paragraph (c) which follows, if an arbitrator is not appointed by the Parties within the Appointment Period, then an arbitrator shall be appointed by the Secretary, in his sole discretion from the list of Registration Members.
 - c. In respect of a dispute in which the Scottish FA are a party (“**a Scottish FA Dispute**”), in such circumstances, an arbitrator shall be (1) a solicitor or advocate of not less than 10 years standing, appointed by the President of the Law Society; or (2) or a suitable person appointed by the Executive Director of the Chairman of Sports Resolutions (UK) (a trading name of Sports Dispute Resolution Panel Limited, company number 03351039, registered at 1 Salisbury Square, London EC4Y 8AE) (“**Sports Resolutions**”). Where appointment is by Sports Resolutions, then Sports Resolution’s Arbitration Rules, as amended by Sports Resolutions from time to time, shall apply, save that (1) all such arbitrations shall follow the full arbitration procedure; and (2) their provision regarding the seat, applicable law, and statutory regime shall be deleted, so that the law governing the arbitration shall be the law of Scotland and the seat of the arbitration shall be Scotland, and the Arbitration (Scotland) Act 2010 (as amended) shall apply.
 - d. The arbitrator so appointed (“**the Arbitrator**”) shall have jurisdiction to determine the dispute or matter referred.
 - e. Insofar as a nomination fee is incurred in such appointment, the party so requesting shall initially bear the nomination fee, but the Arbitrator shall, in his or her sole discretion, have the power to order that the nomination fee is paid or repaid by any Party.

- f. If the Arbitrator shall die, refuse to act, or become incapacitated from acting prior to making the award, a further Arbitrator shall be appointed to replace him or her in the same manner as such original arbitrator was appointed.
6. With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default rules of the Scottish Arbitration Rules shall be modified or disapplied so as to comply with the express rules of this Annex 2. Rules 22, 41, 43, 46 and 69 shall not apply.
 7. The Arbitrator shall have the following powers (in addition to those powers provided to tribunals by the Arbitration (Scotland) Act 2010 insofar as not disapplied):
 - i. The powers provided to a Judicial Panel, and related provisions provided in the Judicial Panel Protocol, paragraphs 8.2; 8.3; 8.4; 8.5 (with the exception of 8.5.5); 8.6; 10.1.3; 10.1.4; 10.2; 10.3; 10.4; 10.5; 10.6 (except paragraph 10.6.3); 10.7; 10.8; 10.9; 10.10.
 - ii. The powers provided to a tribunal or arbitrator in Article 99 at paragraphs 99.21; 99.22; 99.23; 99.24; 99.26. –
 - iii. In the event of an inconsistency between the said Judicial Panel Protocol powers and Article 99 powers, the Judicial Panel Protocol powers shall have priority.

Unless inconsistent with the particular provisions, the provisions of Paragraphs 17.1; 17.2.1; 17.2.5; 17.2.6; 17.2.7; 17.2.8; 17.3 and 17.6 of the Judicial Panel Protocol shall apply.

8. Upon appointment it is generally anticipated that the Arbitrator shall:
 - a. Invite the Referring Party to provide such further particulars as he or she considers to be appropriate within such time as it considers to be appropriate;
 - b. Invite the Registration Respondent(s) to respond to the submissions and evidence provided by the Referring Party within such time as he or she considers to be appropriate;
 - c. Order a procedural conference call, preliminary hearing, or such other preliminary step, as he or she considers to be appropriate;
 - d. Order further rounds of submissions and evidence by the parties insofar as he or she considers such to be appropriate;
 - e. Where he or she considers a hearing to be appropriate, to order the date and place for such hearing, and generally to follow the Guidance Notes for Principal Hearings at Annex B to the Judicial Panel Protocol;
 - f. Issue his or her final determination of the matter, verbally at the end of the hearing if he or she considers it appropriate to do so, and in any event in writing following the hearing.
9. The Arbitrator is not required to issue reasons unless requested by a Party or by the Scottish FA, in each case by not later than three working days after the date on which the final determination was communicated or delivered to that Party.
10. The law governing the arbitration shall be the law of Scotland. The seat of arbitration shall be Scotland.
11. Parties will bear their own legal and other expenses. Where the Arbitrator requires payment of a fee or seeks recovery of expenses, then the Arbitrator may make an award allocating the parties' liability for such arbitration fees and expenses. The Arbitrator may make an award allocating the parties' liability for additional costs incurred in the arbitration (other than party's own costs and expenses) including but not limited to any nomination fee, the cost of accommodation, and the cost of Arbitrator appointed experts or clerks. With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default Rules 59, 61 to 66 are amended accordingly.

12. None of the Arbitrator, the Arbitrator's clerk (if any), the Secretary, nor the Scottish FA shall be liable for any act or omission in connection with any arbitration conducted under this Annex 2, unless the act or omission is in bad faith. Any employee or agent of the Scottish FA is similarly protected from any such liability.
13. Any dispute determined under the procedure in this Annex 2 shall be final and binding on the parties. For the avoidance of doubt, the parties to any arbitration conducted pursuant to this Annex 2 agree to renounce their respective rights of appeal, save in respect of the mandatory provisions (or the default provisions insofar as not disapplied) of the Arbitration (Scotland) Act 2010 in respect of challenging awards.

Annex 3 - Governing Body Endorsement Requirements for Players of Clubs in membership of the Scottish Professional Football League

POINTS BASED SYSTEM (PBS)

Background

This document explains the criteria for football clubs to obtain Governing Body Endorsements for Tier 2 and 5 of the UK Border Agency points based system for football Players for the 2017/18 season.

Consultation

The following criteria have been agreed by the Home Office following consultation between The Scottish FA, Scottish Professional Football League, Scottish Professional Footballers' Associations, the Managers' and Coaches' Association and the other Home Associations of The FA, The FA of Wales and The Irish FA.

Duration

The criteria will apply for season 2017/18 and will be effective from 1st July 2017 through to 30th June 2018. The criteria will be reviewed in early 2018 in order that revised criteria may be issued by the 1st May 2018 to operate for season 2018/19.

Criteria for Clubs

To be eligible to apply for a Governing Body Endorsement (GBE) and to become a Sponsor and issue Certificates of Sponsorship a club must be in membership of the Scottish Professional Football League and the SWF (Scottish Women's Football Clubs). The ability for SWF Clubs to apply for a Governing Body Endorsement is currently subject to Home Office approval.

Length of Season

For the purposes of the PBS, the playing season for this sport is from July to June for Scottish Professional Football League Clubs and a calendar year for SWF (Scottish Women's Football Clubs).

Criteria for Players

To be eligible for a Governing Body Endorsement under PBS:

1. A player must have played for his/her country in at least 75% of its competitive "A" team matches he/she was available for selection, during the 2 years preceding the date of the application; and
2. The player's country must be at or above 70th (40th place for SWF players) place in the official FIFA World Rankings when averaged over the 2 years preceding the date of the application.
3. The application for a GBE must be made by a club in membership of the Scottish Professional Football League or the SWF (Scottish Women's Football) and the player will only play for clubs in membership of those leagues.

Competitive Matches

The definition of a competitive 'A' team international match is a:

- World Cup Finals game;
- World Cup Qualifying group game; and
- Football Association Confederation game, for example:
 - The FIFA Confederations Cup;
 - The UEFA European Championships and Qualifiers;
 - The African Cup of Nations and Qualifiers;
 - The Asia Nations Cup and Qualifiers;
 - The CONCACAF Gold Cup;

- The CONCACAF The Copa Caribe;
- The CONMEBOL Copa America;
- The OFC Nations Cup and
- The UNCAF Nations Cup

International Appearances

Prior to submitting an application, Clubs should provide written confirmation of the Player's international appearance record over the preceding two years highlighting the competitive 'A' matches. This should be obtained from the Player's home association. The Governing Body will be unable to make a decision on the application until written evidence is provided. If any evidence submitted needs verifying the Governing Body will liaise with other parties and verify all information through all available sources, if necessary.

Injuries

Exclusion from selection for international matches due to injury or suspension will be taken into consideration when applying the criteria. Clubs should submit supporting evidence in such cases stipulating the games the Player has missed.

It should be noted that where a Player is listed as on the substitutes' bench, he will not be considered as injured when reaching a decision on a work permit application.

FIFA Rankings

There are currently 201 international teams listed in the official FIFA world rankings. Those countries which have regularly achieved a 70th placing or higher over a period of two years are regarded as nations who have competed regularly at a highly competitive international level and have Players of the highest standard who have contributed consistently to the achievement of that world ranking.

The Governing Body will produce the aggregated two-year rankings list on a monthly basis when the official FIFA world rankings are published and those countries ranked 70th or above meet the criterion. The aggregated rankings can be downloaded from this website. If Clubs have any queries about the rankings they should contact the Scottish FA (See criteria for players section for Women's game).

Length of Issue

Governing Body Endorsements should be issued for a period appropriate to the period of approval for sponsorship or the tier under which the application is being made, that is:

As a Sponsor – Tier 2 or Tier 5 – for 4 years from date of issue.

Migrant Tier 2 Sport

Initial application – For an initial period of 3 years. If the contract is for fewer than three years, it will be issued for the length of the contract.

Extension application – A further extension of a maximum period of 3 years. If the contract is for fewer than 3 years it will be issued for the length of the contract.

Migrant Tier 5 sporting

Length of contract or up to a maximum of 12 months, whichever is the shorter period. No in-country extensions are possible of more than a total period of 12 months. For example if a Player initially had six months approval he would be allowed to apply for an extension up to another six months. If a Club wishes to continue to employ a Player beyond 12 months, the individual will have to return overseas to make a new application.

Tier 5 to Tier 2 switching

Players may enter under Tier 5 without the need to demonstrate the competency in English required under Tier 2. Players may then apply to switch to Tier 2 as soon as they have passed the examination in the English language at the appropriate level. For this the Club will need to obtain a new endorsement and issue a new Certificate of Sponsorship. If at the end of the maximum 12 months he cannot meet the English language requirement he will need to return home and obtain further entry clearance for another 12 month period under Tier 5.

Switching into Tier 5 whilst in the UK is not allowed.

Extension Applications for existing permit or certificate of sponsorship holders

- Where the Permit/Certificate of Sponsorship is about to expire and the Player meets the criteria outlined above for initial applications;
If a Club wishes to retain the services of a Player, they should submit a new application before the work permit/ Certificate of Sponsorship expires. If the criteria are satisfied a Certificate of Sponsorship will be issued.
- Where the Permit/Certificate of Sponsorship is about to expire and the Player does not meet the criteria for initial applications;
Where a Club has requested a renewal, the Scottish FA will consult with the other relevant football bodies by email. They will ask whether the application needs to be considered at a panel. If the football bodies recommend unanimously they are satisfied that the changes do not need to be considered by a panel, then the case can be processed without one. If any of the bodies have concerns with a particular application, a panel will be arranged. See section below on panels.
- Where the Permit/Certificate of Sponsorship is about to expire and the Player does not meet the criteria for initial applications and the relevant football bodies do not unanimously agree to the renewal then a Club may request that it be considered by a panel.

Changes During the Period of Approval

Change of employment

A Club wishing to sign a Player from another United Kingdom club must submit an application to the Scottish FA. If the criteria are satisfied, a Governing Body Endorsement will be issued for a maximum period appropriate for the tier in which the application is being made. If the criteria are not satisfied, the Scottish FA will consult with the relevant football bodies by email, providing any details put forward by the club in favour of the player, such as their appearance record for that club and details of how far they meet the criteria. If it is their unanimous recommendation that the application does not need to be considered by a panel, then the case can be processed without a panel. If any party expresses concern about the application, an appeal panel will be required.

Temporary Transfer of Registration (Loans)

If a Player on a work permit or Certificate of Sponsorship is moving to another club in the UK on a temporary transfer of registration (loan) his Club must notify UKBA of the fact that he has temporarily moved location. This should be done on the SMS system for Players approved under the Points Based System or by emailing Danielle.Beck@ukba.gsi.gov.uk for Players currently on a work permit.

The temporary club does **NOT** need to make an application for an individual Governing Body Endorsement. When a loan becomes permanent the new club **WILL** need to make a fresh application on behalf of the Player. If the criteria are not satisfied, the Scottish Football Association will consult with the relevant football bodies by email, providing any details put forward by the club in favour of the player, such as their appearance record for that club and details of how far they meet the criteria. If it is their unanimous recommendation that the application does not need to be considered by a panel, then the case can be processed without a panel. If any party expresses concern about the application, an appeal panel will be required.

Clubs should note that the change of employment process must be fully completed before the Player can play as a permanent employee of the new club.

For the purposes of these requirements, loans are defined as temporary transfers that do not extend beyond the end of the season in which the registration is temporarily transferred. Loans are only permissible within the Player's current period of approval and leave. Loans should not be used to avoid making extension or change of employment applications.

Loans from clubs of the FA, FA of Wales and the Irish FA will not need a new GBE from the Scottish FA. Players employed by clubs in the Scottish Professional Football League on work permits or Certificates of Sponsorship cannot be loaned domestically to clubs outside these Leagues.

Players on loan from an overseas club to a UK club must meet all the requirements of Tier 2 or Tier 5 and therefore an endorsement will be required.

Contract changes or re-negotiation during the period of approval

Where a Club wishes to re-negotiate a Player's contract to improve his conditions and/or salary or length of contract part-way through their approved period, the Club should submit a change of employment application (or extension application if the contract period changes).

If the criteria are met, the application will be processed.

If the criteria are not met:

- Where the Player's initial contract was for 12 months or longer and the Club have requested a panel, the Scottish FA will consult with the other relevant football bodies by email. They will ask whether the application needs to be considered at a panel. If the football bodies recommend unanimously they are satisfied that the changes do not need to be considered by a panel, then the case can be processed without one. If any of the football bodies have concerns with a particular application, a panel will be arranged. See section below on panels.
- Where a Player's initial contract was for less than 12 months and the Club have requested a panel, it will be arranged as normal.

Trials Arrangements

GBEs will not be issued to Clubs for the purpose of having Players to trial them. Clubs may wish to approach the Immigration Enquiry Bureau on 0870 606 7766 for further information should they wish to consider taking a non-European Economic Area (EEA) Player on trial.

International Transfer Windows

Governing Body Endorsements may be applied for by Clubs at any time and will be considered against the criteria as above. Clubs should take into consideration the fact that a Governing Body Endorsement for a Player, once issued, must be used within four months.

Panels

Where an application does not meet the published criteria, a Club may request a panel to consider the Player's skills and experience. In these cases the Scottish FA will refer the Club's evidence to an independent panel.

Where possible the Club's supporting evidence will be sent to the Scottish FA and other football bodies in advance for their consideration in order to allow an informed decision.

The panel will normally consist of representatives from the relevant football bodies together with up to three independent experts. The Scottish FA will endeavour to ensure there are no conflicts of interest between the independent experts and the applicant Club. If the applicant Club wishes to object to the involvement of any of the independent experts it must do so in writing at least 24 hours before the panel hearing explaining their reasons for the objection.

The panel's terms of reference are:

- To consider whether the Player is of the highest calibre.
- To consider whether the Player is able to contribute significantly to the development of the game at the top level in Scotland.

The panel will make a recommendation to the Scottish FA whose decision will then be relayed to the Club. The details of the voting will not be disclosed. Each member of the Panel will provide written reasons for their own decision to the Secretary of the Panel. A positive vote is required to approve an application (e.g. 4-2, 5-1 or 6-0).

Full terms of reference and roles of the panel members and the Club are available to attendees.

Clubs should note that, in respect of any application, there will only be one panel available (ie a panel and recommendation, followed by a decision). A Club should therefore ensure that all evidence it wishes to present in support of its application is presented to the panel.

If the Club has previously made an application that was unsuccessful at panel a further panel cannot be requested for the same Player during the season. For these purposes a season is deemed to run from 1 July until 30 June.

Ceasing the employment of Players

If the Club ceases to employ the Player prematurely the Club must inform the UK Border Agency.

Fees

An administration fee of £100 will be charged for each application for a GBE Leave to remain/ Visas.

The Scottish FA is not registered to give advice on immigration. Information on aspects of immigration policy and law can be found on the UK Border Agency's web site www.ukba.homeoffice.gov.uk. Clubs are advised to allow sufficient time for entry clearance to be granted. The time needed to obtain entry clearance may vary depending upon where the Player is applying for entry clearance. Service standards are set out for each overseas post on the UK Visas web site: www.ukvisas.gov.uk/en/aboutus/customerservicestandards. This site also contains a guide to visa processing for specific overseas posts.

Further Information

This guidance is available on the web sites of the Scottish FA (www.scottishfa.co.uk) the Scottish Professional Football League (www.spfl.co.uk).

Contact

Enquiries should be directed to:

Sandy Bryson • Head of Registrations Department

The Scottish Football Association • Hampden Park • Glasgow G42 9AY

Tel: 0141 616 6052 • Fax: 0141 616 6055

Sandy.Bryson@scottishfa.co.uk

Governing Body Endorsement Requirements for Managers of Clubs in membership of the Scottish Professional Football League

POINTS BASED SYSTEM

Background

This document explains the criteria for football Clubs to obtain Governing Body Endorsements for Tier 2 and 5 of the UK Border Agency points based system for football managers and first team coaches for the 2017/2018 season.

Consultation

The following criteria have been agreed by the UK Border Agency following consultation between the Scottish FA, Scottish Professional Football League, Professional Footballers' Association, the Managers' and Coaches' Association and the other Home Associations of The FA, The FA of Wales and The Irish FA.

Duration

The criteria will apply for season 2017/18 and will be effective from 1st July 2017 through to 30th June 2018. The criteria will be reviewed in early 2018 in order that revised criteria may be issued by the 1st May 2018 to operate for season 2018/19.

Criteria for Clubs

To be eligible to apply for a Governing Body Endorsement and to become a Sponsor and issue Certificates of Sponsorship a Club must be in membership of the Scottish Professional Football League Clubs below these leagues are not eligible for endorsement under the Points Based System.

Length of Season

The playing season for this sport is from July to June. Managers and first team coaches are not subject to transfer windows.

Criteria for Managers

Governing Body Endorsements will be issued to managers and first team coaches of the highest calibre who are able to make a significant contribution in footballing terms to the development of the United Kingdom game at the highest level (i.e. clubs competing in the Premier Leagues and Football Leagues in England, the Scottish Professional Football League and the Welsh Premier League and the Irish Premier League in Northern Ireland).

Initial Applications

To be eligible for a Governing Body Endorsement:

Managers and first team coaches must have overall responsibility for first team selection. Joint or partial responsibility for first team selection does not meet the criteria.

The manager or first team coach must also:

- hold a UEFA professional licence or equivalent; or
- have managed or coached in a professional league for at least two of the last five years; or
- have managed or coached an international team with a FIFA ranking of 70th or higher within the last five years.

FIFA Rankings

There are currently 201 international teams listed in the official FIFA world rankings. Those countries which have regularly achieved a 70th placing or higher over a period of two years are regarded as nations who have competed regularly at a highly competitive international level and have managers or first team coaches of the highest standard who have contributed consistently to the achievement of that world ranking.

The Scottish FA will produce the aggregated two-year rankings list on a monthly basis when the official FIFA world rankings are published and those countries ranked 70th or above meet the criterion. The aggregated rankings can be obtained from the contact given at the end of this document. If Clubs have any queries about the rankings they should contact The Scottish FA.

Length of Issue

Governing Body Endorsements will be issued for a period appropriate to the period of approval for sponsorship or the tier under which the application is being made, that is:

As a Sponsor – Tier 2 or Tier 5 – for 4 years.

Migrant Tier 2 Sport

Initial application – length of contract or up to three years maximum, whichever is the shorter period.

Extension Application – length of contract or up to two years maximum, whichever is the shorter period. A second extension of a further two years is possible when the first extension is about to expire.

Migrant Tier 5 sporting

Length of contract or up to 12 months, whichever is the shorter period. No in-country extensions are possible of more than a total period of 12 months. For example, if a manager initially had six months approval he would be allowed to apply for an extension up to another six months. If a Club wishes to continue to employ a manager beyond 12 months, the individual will have to return overseas to make a new application.

Extension Applications

If a club wishes to retain the services of a manager or first team coach, they should submit a new application for a governing body endorsement before the work permit or Certificate of Sponsorship expires. If the Governing Body Endorsement criteria are satisfied, a GBE will be issued for the period of their contract, up to a maximum period appropriate for the tier under which the application is being made.

Change of Employment

A Club wishing to sign a manager or first team coach from another United Kingdom club must submit an application to the Scottish FA at the address given at the end of this document. If the criteria are satisfied, a GBE will be issued for the period of their contract, up to a maximum period appropriate for the tier under which the application is being made.

Salary

Clubs do not need to include details of a manager's or first team coach's salary in the endorsement application.

Panels

Where an application does not meet the published criteria, a Club may request a panel to consider the manager or first team coach's skills and experience. If a Club requests a panel, The Scottish FA will refer the Club's evidence to an independent panel.

The panel will normally consist of representatives from the relevant football governing bodies together with up to three independent experts. The Scottish FA will endeavour to ensure there are no conflicts of interest between the independent experts and the applicant Club. If the applicant Club wishes to object to the involvement of any of the independent experts it must do so in writing at least 24 hours before the panel hearing explaining their reasons for the objection.

The panels' terms of reference are:

- To consider whether the manager or first team coach is of the highest calibre.
- To consider whether the manager or first team coach is able to contribute significantly to the development of the game at the top level in the United Kingdom.

Full terms of reference and roles of the panel members and the Club are available to attendees.

The panel will make a recommendation to the Scottish FA whose decision will then be relayed to the Club. The details of the voting will not be disclosed. Each member of the panel will provide written reasons for their own decision to the Secretary of the panel. A positive vote is required to approve an application (e.g. 4-2, 5-1 or 6-0).

Clubs should note that, in respect of any application, there will only be one panel available (i.e. a panel and recommendation, followed by a decision). A Club should therefore ensure that all evidence it wishes to present in support of its application is presented to the panel.

If the Club has previously made an application that was unsuccessful at panel, a further panel cannot be requested for the same manager or first team coach during the season. For these purposes a season is deemed to run from July until June.

Fees

An administration fee of £100 will be charged for each application for a GBE.

Leave to Remain/Visas

The Scottish FA is not registered to give advice on immigration. Information on aspects of immigration policy and law can be found on the UK Border Agency's web site www.ukba.homeoffice.gov.uk. Clubs are advised to allow sufficient time for entry clearance to be granted. The time needed to obtain entry clearance may vary depending upon where the Player is applying for entry clearance. Service standards are set out for each overseas post on the UK Visas website: www.ukvisas.gov.uk/en/aboutus/customerservicestandards. This site also contains a guide to visa processing for specific overseas posts.

Further Information

This guidance is available on the web sites of the Scottish FA (www.scottishfa.co.uk), Scottish Professional Football League (www.spfl.co.uk), and from the Managers' & Coaches Association (stephen.baillie@gmb.org.uk).

Contact

Enquiries should be directed to:

Sandy Bryson • Head of Registrations Department

The Scottish Football Association • Hampden Park • Glasgow G42 9AY

Tel: 0141 616 6052 • Fax: 0141 616 6055

Sandy.Bryson@scottishfa.co.uk

Player Registration - Version 3

Scottish FA



This form is to be used by all clubs using the Senior Online Registration System.

PART A Player Details

A1 Surname

A2 Forenames

A3 Common Name/Previously known as

A4 Player Status Professional Amateur A5 Player ID A6 DOB

A7 Place of Birth

A8 Country of Birth

A9 Nationality

A10 Address

A11 Post Code

A12 Position GK DF MF FWD Squad No Height Ft Ins Weight St Lbs

A13 Email Address

I agree to be bound by and subject to the Registration Procedures, the Judicial Panel Protocol ("JPP"), Articles of Association ("Articles") of the Scottish Football Association ("Scottish FA") and the rules and regulations of any recognised football body including the SPFL Code of Conduct for Under 18 players in so much as they be applicable. I understand that the Registration Procedures, JPP and the Articles are available on the Scottish FA website and confirm that I have read them.

The Scottish FA may share information on this form with third parties such as the Scottish Professional Football League, the Scottish Youth FA, UEFA and FIFA where that is necessary for us to meet both our regulatory functions and our objective of promoting, fostering and developing Association football.

The Scottish FA would like to use the contact details you have given on this form to contact you by post, email or sms about football related services, training, news, special offers and promotions offered by the Scottish FA or our partners that we believe may be of interest to you.

Please cross this box if you consent to your information being used for this purpose.

I consent do not consent to the sharing of information with third parties in relation to my registration as deemed appropriate and in accordance with the Scottish FA's Code of Conduct for Safeguarding Young Players' Wellbeing (Players Under 18 years of age) and its Policies and Procedures regards wellbeing and protection.

A14 Player's Signature A15 Signing Date: 20

PART B Registration Details

B1 Registration Type (Complete one box only) Contract* Non-Contract Amateur Amateur Age 10-17 (Senior Clubs only)

* By ticking this box I confirm that the Contract of Employment/Player's Agreement entered into between the Club and the Player named in Part A of this form or any contract extension/variation thereafter meets the requirements of the current legislation in relation to the National Minimum Wage.

B2 Club ID B3 Club

B4 Last Club Played for

B5 Last Club Registered for

B6 Country (If club named in either B4 or B5 is outside of Scotland)

B7 Authorised Club Signatory

B8 Signature B9 Signing Date: 20

PART C To be completed in all cases if (1) player is under 16 years of age (2) player is an under 18 player signing for a Club in membership of the Scottish Professional Football League and (3) any player signing this form on a Registration Type Amateur Age 10 - 17

C1 Full Name

C2 Address

C3 Postcode

I hereby confirm that I am the Parent/Guardian of the player named in Part A who is under 18 player as defined in the Rules of and registering with a Club in the Scottish Professional Football League and/or who is signing this form upon Registration Type Amateur age 10-17 and as his Parent/Guardian.

I agree to the Scottish Professional Football League Code of Conduct for under 18 Players (in the case of an Under 18 player registration) and the terms of the Scottish FA Declaration for Amateur Players age 10-17 (in case of Type Amateur age 10-17 registration) which are set out/referred to on Page 2 of this form.

I consent do not consent to the sharing of information with third parties in relation to this registration as deemed appropriate and in accordance with the Scottish FA's Code of Conduct for Safeguarding Young Players' Wellbeing (Players Under 18 years of age) and its Policies and Procedures regards wellbeing and protection.

C4 Signature C5 Signing Date: 20

7582212287



Scottish FA Player's Agreement



To be used by clubs in membership of the Scottish Junior Football Association, and also clubs in membership of any relevant affiliated associations and recognised football bodies other than those in membership of the Scottish Professional Football League.

This Player's Agreement entered into between Secretary
of, and as representing Football Club, duly authorised
to enter into this Agreement on behalf of the said club (hereinafter called "the club"); and
residing at

(hereinafter called "the player"); witnesseth that the parties have agreed the following:

- | | | |
|---|---|---|
| <p>1. The club has engaged the player and the player has agreed to serve the club as a professional football player from the date hereof.</p> <p>2. The player binds himself to play football for the club when and where required, and shall attend the club's ground or any other place decided upon by the club for the purpose of, or in connection with, his training as a player, in accordance with the instructions of the Secretary, team manager, or trainer of the club or such person or persons as the club may appoint; subject to this, that the player shall not be bound but may decline, without being subject to a penalty of any kind, or any deduction from wages, to play football or to attend the club's ground or any such other place on a Sunday.</p> <p>3. The player shall do everything in his power to get and keep himself in good physical condition so as to render the best possible service to the club and shall use his utmost skill when playing for the club. Should he fail to do so or be guilty of a breach of training, unpunctuality, disobedience, intoxication or other misconduct, the club shall have the right to dismiss, fine or suspend him and during the period of any suspension imposed by the club or by any association or league of which the club is a member, no wages, subject to Rule 7.4 of the Registration Procedures, shall be due or payable</p> | <p>by the club to the player, subject always to the rights of appeal conferred on the player by the Scottish FA, ("the Association") referred to hereinafter, and Rule 7.3 and Annex 2 Dispute Resolution Procedure of the Scottish FA Registration Procedures.</p> <p>4. The player shall observe and be subject to all the rules, regulations, procedures and bye-laws of The Association and any other association, league or combination of which the club shall be a member.</p> <p>5. The player shall have no claim for wages for any period in which he may be unable to implement the obligations undertaken hereunder.</p> <p>6. The club shall have the right to terminate this Agreement in terms of the Articles of Association and Registration Procedures of the Association, subject to the rights of appeal allowed to the player under Rule 7.3 of the Registration Procedures and the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.</p> <p>7. The Agreement and the terms and conditions thereof shall be, as to its suspension and the termination, subject to the laws of The Association, and to any action which may be taken by the Board of The Association or any committee and in any proceedings by the player against the club, it shall be a sufficient and complete defence and answer by and on the part of the club,</p> | <p>that such suspension or termination thereof, is due to the action of The Association or the Board thereof or any committee thereof to whom the power may be delegated.</p> <p>8. The player, upon expiry of this Agreement, shall be free to conclude a new agreement with any club which wishes to engage his services.</p> <p>In accordance with Annex 8 of the Registration Procedures of The Association, in order to retain any right it may have to compensation for this player, the club must, not later than the date of expiry of this Agreement, notify the player by Recorded Delivery letter, of the terms of re-engagement which are to remain available to the player to accept or otherwise within a period of 21 days thereafter.</p> <p>A copy of the terms of re-engagement, which in the opinion of the Association shall be not less favourable than the terms of this Agreement, must also be lodged by Recorded Delivery with the Association at the same time as the notification of the terms of re-engagement to the player.</p> <p>9. The Club and the Player hereby agree that Registration Procedure Rule 7 of the Registration Procedures are incorporated into this Agreement and agree to be bound by its terms.</p> |
|---|---|---|

The Scottish FA would like to use the contact details you have given on this form to contact you by post, email or sms about football related services, training, news special offers and promotions offered by the Scottish FA or our partners that we believe may be of interest to you.
Please cross this box if you consent to your information being used for this purpose.

In consideration of these services and of the observance by the player of the terms and conditions of this Agreement, the club shall pay to the player the sum of (£ : per week from to

Any additional terms and conditions must be filled in here, or upon an addendum, signed by all parties, which must be submitted along with this Player's Agreement.

IN WITNESS WHEREOF: these presents are subscribed in triplicate for and on behalf of the said
 Football Club, by the said as
authorised club signatory thereof, and by the said the player, at (PLACE)
on the day of two thousand and
before this witness.

Fill in name, designation
and address of witness

Signature of Witness Signature of Authorised Club Signatory
Signature of Player

<p>Declaration (a)</p> <p>I <input type="text"/> declare that I am the Intermediary used in the negotiation of this contract</p> <p>Signature of Intermediary <input type="text"/></p>	<p>Declaration (b)</p> <p>The player and the club declare that an Intermediary was not used in the negotiation of this contract.</p> <p>Authorised Club Signatory <input type="text"/></p> <p>Signature of Player <input type="text"/></p>
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Note: The attention of the player is directed towards that part of Clause 2 which relates to Sunday football.

Player should be provided with a copy of this Agreement.

The Scottish FA may share the information on this form with third parties such as the Scottish Professional Football League, the Scottish Youth FA, UEFA and FIFA where that is necessary for us to meet both our regulatory functions and our objective of promoting, fostering and developing Association football.

Scottish FA - Amateur Player Age 10-17 Declaration

1. The player has attained 10 years of age at time of signing this form.
2. The registration of a player upon this type of Youth Registration Form for age groups 10 through to 14 will lapse automatically at the end of the season in which the player signed the form and the player will be free to sign for the club of his choice thereafter although his former club may have an entitlement to the reimbursement of training costs from the player's new club providing a renewal of registration has been offered to the player, prior to the expiry of his existing registration, in writing in accordance with the Registration Procedures.
3. Registration at age group 15 allows a club should it wish and providing it has conformed with Paragraph 12 (End of Season Procedures - Youth Players) of the Registration Procedures and any relevant league rules where applicable to bring the player's registration forward to age group 16 and thereafter for a final season at age group 17 on the existing registration form which had been signed at age group 15 or age group 16.
The player's club may retain a right to compensation in relation to the player by offering, in writing, a professional contract prior to the expiry of his existing Youth registration.
4. A player on this type of registration may also play with his school team.
5. The parties have received a copy of the Club Academy Scotland regulations (or the relevant rules and regulations of the League concerned), which have been read and agree to the aforementioned terms.
6. The Scottish FA may pass your name to other members of the Scottish Professional Football League and/or the Scottish Youth FA to allow you to be contacted by other clubs as an available player should your registration/contract with a club terminate.

SPFL Code of Conduct for Under 18 Players (“the Code of Conduct”)

Prior to signing this Code of Contact and Scottish FA Registering the Player full discussion has taken place and agreement has been reached between the Club, the Player and, for Players aged under 16 years, the Player's parents/guardians as to the educational, technical and match programme to be provided by the Club.

The Player has the potential to become a footballer at the highest level in Scotland and will be Scottish FA Registered as a Player by the Club.

Both the Player and, for Players aged under 16 years, the Player's parents/guardians understand that the Club is committed to the Player's wellbeing, future development and realisation of potential, but that the level of achievement ultimately reached cannot be guaranteed.

In Scottish FA Registering the Player, the Club, the Player and the Player's parents/guardians if appropriate agree to the following Code of Conduct.

The Club agrees to provide:

- A safe environment in which the Player can learn and develop without fear of abuse
- Medical screening, monitoring and support for the Player
- A structured football learning programme, appropriate to the age, ability and growth of the Player
- Participation in football matches arranged or approved by the Company and/or Scottish FA
- Trained, screened and qualified coaching and other staff and facilities as determined by the Rules and / or the Club Academy Scotland Programme Regulations from time to time
- Guidelines to the Player, and if appropriate his parents/guardians, on the best ways for him / them to contribute to the Player's football and personal development
- Educational support (in conjunction with the Player's school if he is still at school) to ensure the continued academic and personal development of the Player
- Regular communication and reports to the Player, and if appropriate his parents / guardians, on the Player's progress
- A code of conduct and rules of the Club

The Player agrees to:

- Attend the Club regularly and punctually, behave with self-discipline and give notice of and reason for any absence
- Practice the techniques and skills taught by the Club and attempt to apply them in matches
- Participate in matches away from the Club only as authorised in advance by the Club
- If still at school, attend school regularly and punctually, complete school assignments and behave at school as at the Club
- Follow a lifestyle appropriate to development – spending time positively; eating, drinking, relaxing and sleeping sensibly
- Adhere to the Club's code of conduct and rules

If appropriate (Players under 16 years of age), the parents/guardians agree to:

- Encourage and help the Player meet targets, including this Code of Conduct and the code of conduct and rules of the Club
- Support the Player without pressure, praise good work and refrain from criticising lapses
- Set a good example to the Player
- Respect the opportunity given to the Player and not approach or permit any other person to approach any other club about the Player during the currency of the Player's Scottish FA Registration
- Communicate with Club staff, keeping them informed about matters affecting the Player
- Permit the Player to play only in football matches with the Club or authorised in advance by the Club
- Adhere to the Club's code of conduct and rules

The Club, the Player and, if appropriate, the Player's parent/guardian understand that following the Player's Scottish FA Registration by the Club, contribution/reimbursement of training costs may be payable to the Club by any other club that in the future acquires the Player's Scottish FA Registration. The Player and the Player's parent/guardian have been provided with the current contribution/reimbursement of training costs amounts.

Annex 8 - Compensation Entitlement and Reimbursement of Costs of Training and Development

1. ENTITLEMENT TO COMPENSATION

1.1 PROFESSIONAL PLAYERS

- 1.1.1 Upon expiry of his agreement a Professional Player shall be free to conclude a new agreement with any Club, which wishes to engage his services providing this is during one of the Registration Periods or special dispensation has been granted in accordance with Paragraph 3.5. Following upon expiry of such agreement any rights to a compensation fee by his previous Club shall lapse at the end of the Season in which the Player reaches the age of 23.
- 1.1.2 A Club, which has offered terms of re-engagement to a Professional Player to whom the above Paragraph 1.1.1 of this Annex 8 applies, and who subsequently has decided to conclude an agreement with another Club, shall be entitled to compensation from the other Club subject to the following provisions:
- 1.1.2.1 Where a Player who was previously registered as a Professional Player upon a Registration Form has been offered terms of re-engagement by his Club, and so long as such offer of re-engagement has been made prior to the date of expiry of the agreement, such offer of re-engagement is available to the Player to accept or decline within a period of 21 days thereafter. In the case of a Club in membership of the Scottish Professional Football League, such offer of re-engagement shall be made in accordance with the rules of the Scottish Professional Football League.
- 1.1.3 An offer of re-engagement made in accordance with Paragraph 1.1.2.1 of this Annex 8, shall be not less favourable than the terms of the Player's previous agreement. Should any dispute arise as to whether or not the offer of re-engagement is indeed less favourable than the terms of the Player's previous agreement, such dispute shall be determined in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 1.1.4 Such offer of re-engagement made in accordance with Paragraph 1.1.2.1 of this Annex 8 must also be lodged with the Secretary via the Online Registration Procedures or by recorded delivery post, email or fax, at the same time as it is issued to the Player.
- 1.1.5 Where both Clubs involved in a Player's move from one Club to another are in membership of the Scottish Professional Football League the existing rules of the Scottish Professional Football League will at the same time require to be observed by those Clubs and will be applicable when establishing the former Club's entitlement to compensation.
- 1.1.6 5% of the compensation fee will be distributed to the Club(s) involved in the training and education of the Player. This distribution will be made in proportion to the number of years the Player has been registered with the relevant Clubs between the ages of 12 and 23 applying the same percentage from within the FIFA Regulations, Solidarity Contribution, to the relevant age groups. This distribution will be apportioned amongst the Clubs concerned according to the age of the Player at the time they provided him with training and education. Payment must be made by the transferee Club within 30 days of the Player's new registration or within 30 days of a Registration Tribunal having set the compensation fee.
- 1.1.7 If a Club registers a Player as an Amateur Player and then that Player should subsequently be registered with any other Club, as a Professional Player, such Club may be liable to pay compensation to the Player's former Club to which the Player had been registered as a Professional Player and providing that the Club has retained an entitlement to compensation in accordance with the Registration Procedures. Any decision on whether or not such subsequent registration was an abuse of process as provided for in the Registration Procedures shall be at the general discretion of the Registration Tribunal. In the event of any dispute regarding whether or not compensation is payable, such dispute shall be resolved in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 1.1.8 If a Club registers a Player in the circumstances as set out in Paragraph 1.1.7 of this Annex 8, such Club may be liable to pay compensation to the Player's former Club, in accordance with the FIFA Regulations

and the Registration Procedures generally, if the Player subsequently concludes an agreement with a Club in membership of another national association. Such compensation will be payable if, in terms of FIFA Regulations and the Registration Procedures generally (in place at the time of the expiry date of his agreement with his former Club), the Player's former Club would have been entitled to compensation from the Club with which the Player has concluded an agreement. In the event of any dispute regarding whether or not compensation is payable, such dispute shall be resolved by FIFA in accordance with the FIFA Regulations.

- 1.1.9 The Club with which the Player has been registered as a Professional Player, shall be responsible for contacting the Player's former Club in writing by Recorded Delivery letter, fax or email within 7 days of the date of signing of the Registration Form to open discussions regarding compensation.
- 1.1.10 Both Clubs shall use their best endeavours to reach an agreement on the matter of compensation within 21 days of the date of the Professional Player signing the Registration Form. Such agreement, once reached, shall be committed to writing and be duly signed by both Clubs. In the event that agreement is not reached within said 21 day period, such compensation may be referred for determination in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures. Upon issue of a Notice of Registration Referral, in terms of Annex 2, the Board may, in its sole discretion, decide whether the matter is appropriate for referral to a Registration Tribunal. If the Registration Tribunal is convened, it shall resolve any dispute in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 1.1.11 No rights of compensation that a Club may have in terms of this rule shall prevent a Player moving to a new Club
- 1.1.12 Permanent Transfer of a Player

5% of the transfer/compensation fee will be distributed to the Club(s) involved in the training and education of the Player. This distribution will be made in proportion to the number of years the Player has been registered with the relevant Clubs between the ages of 12 and 23 applying the same percentage from within the FIFA Regulations, Solidarity Contribution, to the relevant age groups. This distribution will be apportioned amongst the Clubs concerned according to the age of the Player at the time they provided him with training and education. Payment must be made by the transferee Club within 30 days of the Player's new registration or within 30 days of a Registration Tribunal having set the compensation fee.

1.2 AMATEUR PLAYERS AGE GROUPS 10-17

- 1.2.1 Upon expiry of his agreement, an Amateur Player Age Groups 10-17 shall be free to conclude a new agreement, with any Club, which wishes to engage his services. If the former Amateur Player Age Groups 10-17 signs as a Professional Player then he may be registered during one of the Registration Periods, if applicable, or if special dispensation has been granted in accordance with Paragraph 3.5 of the Registration Procedures.
- 1.2.2 A Club, which has offered a contract of employment to an Amateur Player Age Groups 10-17 who has subsequently decided to sign as a Professional Player or with another Club, shall be entitled to compensation from the other Club subject to the following provisions:
- 1.2.2.1 In the case of an Amateur Player who was previously registered at the Scottish FA for his former Club as an Amateur Player Age Groups 10-17, the former Club, not later than the date of expiry of the Youth Player's registration, has notified the Amateur Player Age Groups 10-17 by recorded delivery letter of the terms of re-engagement which are to remain available to the Youth Player to accept or decline within a period of 21 days thereafter. In addition to the foregoing:
- (a) A copy of the terms of re-engagement must also be lodged with the Secretary via the Online Registration Procedures or by recorded delivery post, email or fax, at the same time as the notification of terms to the Player; and
 - (b) A copy of the offer of terms must also be sent at the same time to the Scottish Professional Football League where applicable.

- 1.2.3 Any entitlement to a compensation fee by the Amateur Player Age Groups 10-17 previous Club shall lapse at the end of the Season in which the Youth Player reaches the age of 23.
- 1.2.4 5% of the compensation fee will be distributed to the Club(s) involved in the training and education of the Youth Player. This distribution will be made in proportion to the number of years the Youth Player has been registered with the relevant Clubs between the ages of 12 and 23. This distribution will be apportioned amongst the Clubs concerned according to the age of the Youth Player at the time they provided him with training and education. Payment must be made by the transferee Club within 30 days of the Youth Player's new registration or within 30 days of a Tribunal having set the compensation fee.
- 1.2.5 If a Club registers an Amateur Player Age Groups 10-17 as an Amateur Player and then that Player should subsequently be registered with any other Club, as a Professional Player, such Club may be liable to pay compensation to the Club the Player was formerly registered to.
- 1.2.6 If a Club registers an Amateur Age Groups 10-17 Player in the circumstances as set out in Paragraph 1.2.5 of this Annex 8, such Club may be liable to pay compensation to the Player's former Club, in accordance with the FIFA Regulations and the Registration Procedures generally, if the Player subsequently concludes an agreement with a Club in membership of another national association. Such compensation will be payable if, in terms of FIFA Regulations and the Registration Procedures generally (in place at the time of the expiry date of his agreement with his former Club), the Player's former Club would have been entitled to compensation from the Club with which the Player has concluded an agreement. In the event of any dispute regarding whether or not compensation is payable, such dispute shall be resolved by FIFA in accordance with the FIFA Regulations.
- 1.2.7 The Club with which the Amateur Player Age Groups 10-17 has signed as a Professional Player shall be responsible for contacting the Player's former Club in writing by Recorded Delivery letter within 7 days of the date of signing of the Registration Form to open discussions regarding compensation.
- 1.2.8 Both Clubs shall use their best endeavours to reach an agreement on the matter of compensation within 21 days of the date of the Professional Player signing the Registration Form. Such agreement, once reached, shall be committed to writing and be duly signed by both Clubs. In the event that agreement is not reached within said 21 day period, such compensation may be referred for determination in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures. Upon issue of a Notice of Registration Referral, in terms of Annex 2, the Board may, in its sole discretion, decide whether the matter is appropriate for referral to a Registration Tribunal. If the Registration Tribunal is convened, it shall resolve any dispute in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 1.2.9 No rights of compensation that a club may have in terms of this rule shall prevent a Youth Player moving to a new club.

2. REIMBURSEMENT OF COSTS OF TRAINING & DEVELOPMENT FOR AMATEUR PLAYERS AGE GROUPS 10-17

- 2.1 When an Amateur Player who had been registered with a Club as an Amateur Player Age Groups 10-17 in full membership of the Scottish FA and the Scottish Professional Football League signs such a Registration Form as an Amateur Player Age Groups 10-17 with a new Club in membership of the Scottish Professional Football League, then provided his former Club with which he was an Amateur Player Age Group 10-17 has made an offer of a further period of registration to the Player prior to the expiry of his Registration Form, in accordance with the End of Season Procedures set out in Paragraph 12 of the Registration Procedures, the Player's former Club shall be entitled to reimbursement of the costs of the Player's training and development.
- 2.2 When an Amateur Player who had been registered with a Club as an Amateur Player Age Groups 10 - 14 and who had his registration cancelled in accordance with the terms of Registration Procedure 18.3.4 signs again for a Club as an Amateur Player Age Groups 10 - 17 then the Club the player had been with at the time of Cancellation of registration under Registration 18.3.4 Procedure after Registration shall be entitled to reimbursement of the costs of the Player's training and development.

- 2.3 The amount due to a Club in terms of Paragraph 2.1 and 2.2 of this Annex 8 will be based on the formula for reimbursement of costs of training as approved by the Board from time to time, and as is available upon request to the Scottish FA. For the avoidance of doubt, payment of the reimbursement of training costs for the Player in terms of this Paragraph 2.2 of this Annex 8 shall be awarded either by the Scottish FA or relevant league (if applicable), but not both.
- 2.4 No rights of reimbursement of costs of training and development that a Club may have in terms of this rule shall prevent a Player moving to a new Club.
- 2.5 Any dispute arising out of the requirement to pay compensation or otherwise, under Paragraph 2 of this Annex 8 shall be resolved in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.

3. AMATEUR PLAYER, UP TO AGE 19, MOVING BETWEEN SCOTTISH PROFESSIONAL FOOTBALL LEAGUE CLUBS AS AN AMATEUR

- 3.1 When an Amateur Player who had last been registered with a Scottish Professional Football League Club as an Amateur Player is registered as an Amateur Player with another Scottish Professional League Club then the Player's former club shall be entitled to reimbursement of the costs of the Player's training and development.
- 3.2 The amount due to a Club in terms of Paragraph 3.1 of this Annex 8 will be based on the formula for reimbursement of costs of training as approved by the Board from time to time, and as is available upon request to the Scottish FA. For the avoidance of doubt, payment of the reimbursement of training costs for the Player in terms of this Paragraph 3.2 of this Annex 8 shall be awarded either by the Scottish FA or relevant league (if applicable), but not both.
- 3.3 No rights of reimbursement of costs of training and development that a Club may have in terms of this rule shall prevent a Player moving to a new Club.
- 3.4 Any dispute arising out of the requirement to pay compensation or otherwise, under Paragraph 3 of this Annex 8 shall be resolved in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.

Annex 9 - Rules for approaches to and signing of Scottish Youth FA Clubs' registered Players and Club Academy Scotland Players

1 INTRODUCTION

- 1.1 These regulations in this Annex 9 are intended to ensure that Scottish FA Member Clubs follow the Registration Procedures in relation to approaches to and signing of Scottish Youth FA Clubs' registered Players.
- 1.2 This Annex 9 is intended to assist in ensuring that all children participating in football do so in a safe environment, and in recognition of the fact that those Scottish Youth FA Club Registered Officials who organise and/or deliver sport to children have a duty of care to make sure said children are safe and protected from harm and the risk of harm in and through sport.

2 GENERAL

- 2.1 No Club(s) or any other person under the jurisdiction of the Scottish FA shall approach directly a Player under 16 years of age. Any approach for such a Player must be via his parent(s)/guardian(s). Notwithstanding the foregoing any approach to a Player of a Scottish Youth FA Club must be made in accordance with Paragraph 3 of Annex 9 of the Registration Procedures.

3 NOTICE OF INTENTION TO APPROACH AND SIGNING PLAYER OF A SCOTTISH YOUTH FA CLUB

- 3.1 Only a Recognised Official is permitted to make contact with attempt to sign a Scottish Youth FA Club concerning any of its registered Players.
- 3.2 Notice of a Scottish FA Member Club's expression of interest and/or attempt to sign must be made either in writing (including by email or fax) and be lodged with a Recognised Official of the Player's Scottish Youth FA Club. The Scottish Youth FA Club, if granting permission, must do so in writing to the Scottish FA Member Club prior to any approach being made and/or attempt to sign and/or any discussions being had with, the Player or his parent(s)/guardian(s)/carer(s).
- 3.3 Should a Scottish FA Member Club or Recognised Official be contacted by the parent(s)/guardian(s) of a registered Player of a Scottish Youth FA Club, then the Scottish FA Member Club or Recognised Official, must advise a Recognised Official of the Scottish Youth FA Club concerned of the approach and/or attempt to sign. The approach and/or attempt to sign must be notified in writing (including email or fax), and the Scottish FA Member Club must also seek the consent, in writing, of the Scottish Youth FA Club to enter discussions with the Player or his parent(s)/guardians/carers, prior to entering into any discussions with the Player or his parent(s)/guardians.
- 3.4 Should a Scottish FA Member Club approach and/or attempt to sign a Scottish Youth FA Club Player or his parent(s)/guardian(s)/ carer(s) prior to carrying out the procedures set out in this Annex 9 then it will be referred to the Compliance Officer who may refer the matter to the Judicial Panel. The Judicial Panel will have jurisdiction to deal with any such alleged breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.
- 3.5 Should the Recognised Official of the Scottish Youth FA Club formally deny the Scottish FA Member Club permission to enter discussions with one of its Players or their parent(s)/guardian(s)/carer(s) as appropriate then a Recognised Official of the Scottish FA Member Club should contact the Chief Executive of the Scottish Youth FA.
- 3.6 If a Scottish FA Member Club which has observed the procedure in terms of this Annex 9 and is subsequently refused permission by the Player's Club to sign the Scottish Youth FA Player, then it may do so by intimating (by Recorded delivery letter) 7 days' notice of such proposed registration to:

- (a) the Secretary of the Scottish FA
- (b) the Chief Executive of the Scottish Youth FA, and;
- (c) the Secretary of the Player's Scottish Youth FA Club.

Upon receipt of notice in terms of this Paragraph 3.6 of Annex 9, a Scottish Youth FA Club must advise its relevant registration authority of the cancellation thus rendering the Player free to sign and be registered with his new Club.

4 SCOTTISH FA LICENSED TEAM SCOUT ATTENDING A SCOTTISH YOUTH FA CLUB'S MATCH

- 4.1 Should a Scottish FA Licensed Team Scout attending a Scottish Youth FA's Club's match wish to approach a Scottish Youth FA Club's Player, then he must make himself known to a Recognised Official of the Scottish Youth FA Club by first introducing himself and showing his Scottish FA Licensed Team Scout registration card. Permission must be granted by a Recognised Official of the Scottish Youth FA Club prior to any approach being made to the Player and/or his parent(s)/guardian(s)/ carer(s). Only in these limited circumstances, and only if verbal permission from a Recognised Official of the Scottish Youth FA Club is granted as set out in this Paragraph 4.1 of Annex 9, prior written intimation to the Scottish Youth FA Club is not required.

5 CLUB ACADEMY SCOTLAND PROGRAMME

- 5.1 A Club shall not, either directly or indirectly, make any approach to or communicate with a Player who is registered as an Amateur Player with any Club participating within the Club Academy Scotland Programme other than in accordance with Scottish Professional Football League Rules in relation to Commitment Letters which must be strictly adhered to.
- 5.2 A Player who is registered as an Amateur Player with a Club participating within the Club Academy Scotland Programme, shall not, either directly or indirectly, make any approach to another Club.
- 5.3 When a Player is released from a Club participating in the Club Academy Scotland Programme, notification of the Players release will be intimated to the Chief Executive of the Scottish Youth FA who may share names and contact details with other Scottish Youth FA Member Clubs to allow Scottish Youth FA Member Clubs to support Players so released with the intention of ensuring that the Player will have the opportunity to remain in and continue to play football.

Annex 10 – Eligibility Issues

1 GENERAL

- 1.1 A Professional Player who is registered by means of a Registration Form, may only play with his Parent Club in the Scottish Professional Football League Development League or in the Scottish Youth Cup subject to the relevant rules of the competition, whilst on temporary transfer to another Club.
- 1.2 Except where a Professional Player is registered upon a temporary transfer basis and, provided that he is otherwise eligible to do so, a Player who is registered by means of a Registration Form with a Club in membership of the Scottish Junior FA may (with the written permission of the Junior Club with which he is registered) play with any Club in full membership of the Scottish FA or in membership of an Affiliated Association.
- 1.3 In the case of a temporary transfer of a Player from a Club in full membership of the Scottish FA or in membership of an Affiliated Association to a Club in membership of the Scottish Junior FA or vice versa then such a Player, with the written permission of the Club to which the Player has gone on temporary transfer too, may also play with the Club which has temporarily transferred the Player providing that he is otherwise eligible to do so.
- 1.4 Unless otherwise permitted by the specific Competition Rules, a Professional Player who is registered by means of a Registration Form, may only play:
- 1.4.1 With the Club for which he is registered;
 - 1.4.2 With any authorised Club in a friendly match provided that he is otherwise eligible to do so and provided that the written authorisation of the Club with which he is registered is lodged with the Secretary before such match;
 - 1.4.3 With a representative team selected and organised by a Recognised Football Body having jurisdiction over all the Professional Players in the team; and
 - 1.4.4 Any other team and in any other circumstances for which the player has been given permission to play by the Scottish FA.
- 1.5 Except as otherwise provided for in Paragraph 1.6 of this Annex 10, an Amateur Player may only play with the Club(s) for which he is registered provided that to do so is not contrary to the Registration Procedures.
- 1.6 An Amateur Player who is registered upon an Amateur Player Registration Form may also play with:
- 1.6.1 A representative team selected and organised by a Recognised Football Body having jurisdiction over all the Players in the team;
 - 1.6.2 In any circumstances governed by any agreement between the Scottish Junior FA and any other Affiliated National Association; and
 - 1.6.3 In respect of an Amateur Player who plays with a Scottish Junior FA Club only, with a Club in full membership of the Scottish FA or in membership of an Affiliated Association in any match in which he is eligible to play provided that the written permission of his Scottish Junior FA Club is obtained prior to each match. For the avoidance of doubt, this Paragraph 1.6.3 of Annex 10, does not apply if the Player is currently registered as a Youth Player or an Amateur Player with a Club in full membership of the Scottish FA or in membership of an Affiliated Association in which case he may only play with the Club that he is registered with.

2 AMATEUR PLAYERS

- 2.1 An Amateur Player Age Group 10-17 registered with a Club in full membership of the Scottish FA or in membership of an Affiliated Association may also play with his school team.
- 2.2 A Club participating in the Scottish Highland Football League Youth Development Initiative may sign and register a Player of a Scottish Youth FA Club and such a Player will be eligible to play with the Highland Football League Club and the Scottish Youth FA Club subject to the terms and conditions of any existing agreement between the Scottish Highland Football League and Scottish Youth FA.

General

Subject to any agreement(s) between the Scottish Highland Football League, East of Scotland League, South of Scotland League, Scottish Lowland Football League or the Scottish Junior FA and any Affiliated National Association a Scottish Youth FA Player may, providing the terms of any agreement(s) are not contrary to the Articles and these Registration Procedures and subject to Scottish FA approval, play with the club with which he is registered and a second club in accordance with the terms of the aforementioned agreement(s).

Annex 11 – Signing of Recreational Form Players, Compensation Payable and Training Fund Contributions

1 GENERAL

- 1.1 A Club in full membership of the Scottish FA or in membership of an Affiliated Association or in membership of the Scottish Junior FA may sign and register a Player who, at the time of signing with such Club, is registered upon a recreational form, by intimating by recorded delivery 7 days' notice of such proposed registration to: (a) the Secretary; (b), as appropriate for the specific Player, the Secretary of the Scottish Amateur FA or Scottish Welfare FA and; (c) a Recognised Official of the Player's current Club.
- 1.2 Upon receipt of a notice in terms of Paragraph 1.1 of this Annex 11, an Affiliated National Association Club must immediately advise its relevant registration authority of the cancellation thus rendering the Player free to sign and be registered with his new Club thereafter.
- 1.3 It shall be deemed to be a breach of the Registration Procedures and a Club may be liable to sanctions should a Club approach a Player who is, at the time of signing with such Club, registered upon a recreational form prior to carrying out the above procedure. Furthermore, where the Player is under 16 years of age, Clubs must also approach and obtain the consent of a Player's parent(s)/guardian(s)/carer(s) prior to speaking to the Player.

2 COMPENSATION PAYABLE IN RESPECT OF RECREATIONAL FORM PLAYERS

- 2.1 Compensation of £200 will be due to the Club of a Recreational Form Player if the Player currently registered with that Club, signs as a Professional Player with a Club in full membership of the Scottish FA or in membership of an Affiliated Association.
- 2.2 Should a Player who had been registered as a Recreational Form Player, subsequently be registered by a Professional Club as an Amateur Player or Youth Player, and thereafter be registered by such Professional Club as a Professional Player or Professional Non-Contract Player, then compensation in accordance with Paragraph 2.1 of this Annex 11, shall be payable. For the avoidance of doubt, such compensation shall only be payable under this Paragraph 2.2 if the Recreational Form Player has had his registration cancelled at the request of the Professional Club he subsequently signs with.
- 2.3 Compensation of £120 will be due to the Club of a Recreational Form Player if the Player currently registered with that Club, signs as a Professional Non-Contract Player with a Club in full membership of the Scottish FA or in membership of an Affiliated Association.
- 2.4 Any entitlement to compensation under this Paragraph 2 of this Annex 11 shall lapse at the end of the Season of the Player's 23rd birthday.
- 2.5 Any sums payable in accordance with this Paragraph 2 of this Annex 11 must be paid within 30 days of the date the Player signs with his new Club.
- 2.6 Any dispute arising out of the requirement to pay compensation or otherwise, under this Paragraph 2 of this Annex 11 shall be determined in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Registration Procedures.
- 2.7 No rights of compensation that a Club may have in terms of this Paragraph 2 of this Annex 11 shall prevent a player moving to a new Club.

3 TRAINING FUND CONTRIBUTION

- 3.1 When a Professional Club signs a Recreational Form Player as a Youth Player, a fee of £10 must be sent by the Professional Club to the secretary of the relevant Affiliated National Association. Confirmation of this payment should also be lodged with the Scottish FA's Registrations Department. Failure to adhere to this procedure may result in the matter being referred to the Compliance Officer for investigation and possible sanction in accordance with the Judicial Panel Protocol.

- 3.2 This fund is to be redistributed by the Affiliated National Association to its member Clubs in recognition of its member Clubs contribution towards the training and development of Youth Players and confirmation of any payment made to its member club(s) to be sent to the Scottish FA's Registrations Department by the Chief Executive/Secretary of the relevant affiliated national association.
- 3.3 No rights of compensation that a Club may have in terms of this Paragraph 3 of this Annex 11 shall prevent a player moving to a new Club.

Annex 12 – Young Players’s Wellbeing Panel (“YPWP”)

1 ESTABLISHMENT AND PURPOSE

- 1.1 Where the Registration Procedures require the determination of a dispute regarding a registration issue referred to it by a player registered upon an Amateur Player Age Groups 10-17 form and/or their parent(s)/ carer(s)/guardian(s), or such player’s club, then the terms of this Annex 12 shall apply.

2 ADMINISTRATION

- 2.1 The Secretary shall appoint a YPWP secretary to administer the appointments and related functions of the YPWP.
- 2.2 The Secretary shall appoint one or more YPWP secretary(s) to assist tribunals (hereafter referred to as “YPWP Tribunals”) in the administration of the processes.
- 2.3 A person may be both YPWP secretary and YPWP Tribunal secretary.
- 2.4 A Tribunal appointed in terms of the YPWP procedure is appointed in respect of the Scottish FA’s own independent procedures as set out in the Registration Procedures. For the avoidance of doubt, it is not an arbitral tribunal in terms of the Arbitration (Scotland) Act 2010 or otherwise.

3 COMMENCEMENT OF PROCEEDINGS BEFORE YPWP TRIBUNAL

- 3.1 As set out in Paragraph 13 of the Registration Procedures, any Club Academy Scotland Player or any Player registered upon an Amateur Player Age Groups 10 – 17 form and/or their parent/carer or such a Player’s Club who have been unable to resolve a registration issue and who wish to refer a matter for determination under this Annex 12, shall commence proceedings for determination of such relevant matter by delivery of a Notice of YPWP Referral to all other Parties with an interest, and to the Secretary. The Secretary or his nominee may, at his sole discretion, determine which party(s) have a relevant interest.
- 3.2 If any Paragraph of the Registration Procedures require that the Notice of YPWP Referral requires to be delivered within certain timescales then any party submitting the Notice of YPWP Referral shall adhere to such timescales unless any YPWP Tribunal ultimately convened to hear this matter considers in their absolute discretion that such Notice of YPWP Referral should be permitted and the matter should proceed. In the event of a dispute as to whether or not a Notice of YPWP Referral has been delivered timeously a YPWP Tribunal shall be convened, in accordance with Paragraphs 5 and 6 of this Annex 12 of the Registration Procedures to determine such matter. Any determination of the YPWP Tribunal in this regard shall be final and binding.

4 NOTICE OF YPWP REFERRAL

- 4.1 The Notice of YPWP Referral shall:
- 4.1.1 Briefly state the basis of the submission, including the particular provision of the Registration Procedures that forms the basis of the Notice of YPWP Referral and a brief outline of the relevant facts and circumstances; and
- 4.1.2 Specify the redress/determination which is sought.

5 APPOINTMENT OF YPWP TRIBUNALS

- 5.1 Upon receipt of the Notice of YPWP Referral, the Secretary or his nominee may take such steps in respect of the appointment of a YPWP Tribunal as he considers, in his sole discretion, to be appropriate.

6 COMPOSITION OF YPWP TRIBUNALS

- 6.1 A YPWP Tribunal shall generally consist of three members.
- 6.2 A YPWP Tribunal may continue as a tribunal of two or one member(s) if one or two member(s) cease(s) to be a member of an appointed tribunal before or during its proceedings.

7 JURISDICTION AND GENERAL POWERS OF YPWP

- 7.1 A YPWP Tribunal shall consider and determine upon any issue referred to it in accordance with the relevant provisions of the Registration Procedures in the best interests of the young player in acknowledgement of their rights under the United Nations Convention on the Rights of the Child (UNCRC).
- 7.2 In determining its powers and procedures, a YPWP Tribunal may have regard to, and shall have the power to adopt if it considers appropriate, any of the powers available to Tribunals as provided for in Paragraphs 2, 3, 8, 10, 13.6, 16, 17, 18 and 19 of the Judicial Panel Protocol and if necessary shall adopt and/or adapt those provisions (or parts thereof, as appropriate) in the consideration of any matter before them where the issues contained in such Paragraphs are relevant.
- 7.3 Subject to the terms of Paragraph 7.2 of this Annex 12, above, the YPWP Tribunal may adopt such procedures as it considers appropriate for the determination of the matter before it. For the avoidance of doubt, the YPWP Tribunal shall be entitled to take any step which, in the exercise of its discretion, the YPWP Tribunal considers it would be appropriate to take in order to deal justly with the case in question.
- 7.4 Notwithstanding the terms of Paragraph 9 of this Annex 12, in all circumstances, the YPWP may issue the following directions (or any combination thereof):
- 7.4.1 Make a determination on the registration status of the player registered on the Amateur Player Age Group 10- 17 form, setting such conditions as they consider appropriate in all the circumstances;
- 7.4.2 Order that until the matter is resolved between the Player and his current Club, the Player is free to train and play with another Club; and/or
- 7.4.3 Make any order that the YPWP Tribunal considers is fair and reasonable in all of the circumstances to deal justly with the case referred to it, and whilst having regard to the provisions of Paragraph 7.1 of this Annex 12.

8 REPRESENTATION

- 8.1 Any party involved in a matter referred to the YPWP may participate, lodge submissions, make representations and shall be admitted to any hearing in proceedings relating to such matter.
- 8.2 Any party may be represented in proceedings by a single legal representative or any other person, who may speak on his behalf.
- 8.3 Any party and his representative may be accompanied by other persons, up to a maximum of two, who may not speak on his behalf.
- 8.4 Any player involved in proceedings shall be entitled to be accompanied by one or more of his parents, guardians, or other representative in addition to his right or representation under this Paragraph 8.
- 8.5 A party must notify the tribunal, via the YPWP secretary, of his intention to be represented and/or accompanied, providing names and designations of all persons who will represent and/or accompany him during the proceedings, not later than five Working Days prior to the set hearing date.

9 SPECIFIC POWERS OF THE YPWP TRIBUNAL

- 9.1 In addition to the powers available to the YPWP Tribunal under the terms of this Annex 12 and the Registration Procedures generally, the YPWP Tribunal shall have the specific powers set out in this Paragraph 9.
- 9.2 In respect of any reference made under Paragraph 18.3.1.6 of the Registration Procedures, the YPWP Tribunal may:
- 9.2.1 Determine whether or not 25% Game Time has been achieved;
 - 9.2.2 If the determination of the YPWP Tribunal of the issue contained in Paragraph 9.2.1 is that 25% Game Time has not been achieved, the YPWP Tribunal shall cancel such Player's Registration Form and confirm to his Club that it will receive no reimbursement of any training costs in respect of the Player;
 - 9.2.3 If the determination of the YPWP Tribunal of the issue contained in Paragraph 9.2.1 is that 25% Game Time has been achieved, the YPWP Tribunal shall inform the Player that his registration cannot be cancelled on this basis.
- 9.3 In respect of any reference made under Paragraph 18.3.1.7 of the Registration Procedures, the YPWP Tribunal may:
- 9.3.1 Subject to the Parties' agreement, order a further period for resolution of the issue(s) between the Player and the Club, setting whatever timelines and conditions as the YPWP Tribunal deem appropriate;
 - 9.3.2 Grant permission for the Player to train and play for a nominated Affiliated National Association Club whilst remaining registered for a Club Academy Scotland Club, in accordance with Paragraph 18.3.5 of the Registration Procedures;
 - 9.3.3 Cancel the Players' Registration Form, with or without any conditions that the YPWP Tribunal, in their absolute discretion, consider to be fair and reasonable in all of the circumstances.
- 9.4 In respect of any reference made under Paragraph 18.3.1.8 of the Registration Procedures, the YPWP Tribunal may:
- 9.4.1 Confirm the cancellation of the Player's Registration Form;
 - 9.4.2 Refuse to cancel the Player's Registration Form and order a further period for resolution of the issue(s) between the Player and the Club, setting whatever timelines and conditions as the YPWP Tribunal deem appropriate.

10 DECISIONS OF THE YPWP

- 10.1 The decision(s) of a YPWP Tribunal shall be final and binding on all parties and shall not be the subject of appeal.
- 10.2 In the event that a YPWP Tribunal finds that a Player or Club has used the YPWP procedure set out in this Annex 12 to circumvent the Registrations Procedures, the matter may be referred to the Compliance Officer who may refer the matter to the Judicial Panel. The Judicial Panel will have jurisdiction to deal with any such alleged breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.
- 10.3 In the event that a YPWP Tribunal finds that a Club has acted inappropriately, the matter may be referred to the Compliance Officer who may refer the matter to the Judicial Panel. The Judicial Panel will have jurisdiction to deal with any such alleged breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.

SCOTTISH FA REGULATIONS ON WORKING WITH INTERMEDIARIES

Paragraph 1	General Principles
Paragraph 2	Registration of Intermediaries
Paragraph 3	Representation Contract
Paragraph 4	Disclosure and Publication
Paragraph 5	Payments to Intermediaries
Paragraph 6	Conflict of Interest
Paragraph 7	Sanctions
Paragraph 8	Dispute Resolution
Paragraph 9	Communications
Paragraph 10	Information and Personal Data
Paragraph 11	Periods of Time
Annex 1	Definitions
Annex 2	Dispute Resolution Procedure
Annex 3	Intermediary Declaration Form for natural persons
	Intermediary Declaration Form for legal persons

OPERATIVE PROVISIONS

1. The Scottish FA Working With Intermediaries Regulations (“**the Intermediary Regulations**”) came into effect on 1 April 2015 and supersede the Scottish FA Players’ Agent Intermediary Regulations.
2. The Intermediary Regulations are to be read in conjunction with the FIFA Regulations on Working With Intermediaries (as may be amended from time to time (“**FIFA Intermediary Regulations**”). The FIFA Intermediary Regulations can be found at: http://www.fifa.com/mm/document/affederation/footballgovernance/02/36/77/63/regulationsonworkingwithintermediaries_neutral.pdf
3. No person shall be entitled to be an Intermediary in Scotland unless they comply with and are registered with the Scottish FA pursuant to the Intermediary Regulations.
4. An Intermediary may only act in a Transaction in which they are registered as such, in accordance with, and subject to, the Intermediary Regulations.
5. In the event of a conflict between a particular provision of the Intermediary Regulations and the FIFA Intermediary Regulations, the particular provision of the Intermediary Regulations will prevail.
6. Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.
7. References herein to the Articles are to the Articles of Association of the Scottish FA (as defined in the Articles) and, references to specific Article numbers are to the corresponding Article in the Articles.
8. References herein to Paragraphs are to the paragraphs and rules set out in the Intermediary Regulations.
9. Any Players’ Agent’s licence shall cease to have effect as of 1 April 2015 and any person previously referred to as a Players’ Agent shall require to become an Intermediary in relation to each Transaction in which they wish to be involved, in accordance with the Intermediary Regulations.
10. To the extent that any provision of the Intermediary Regulations or its performance contravenes any applicable law or regulation, it shall be deemed to be null and void; provided, however, that such determination shall not affect the validity and enforceability of any other provision of the Intermediary Regulations which shall remain in full force and effect.
11. For the purposes of the Intermediary Regulations (unless otherwise specifically stated herein), the terms set out in Annex 1 are as defined therein.

1 GENERAL PRINCIPLES

- 1.1 Clubs and Players may retain only the services of and pay an Intermediary in relation to any Intermediary Activity, or represent themselves.
- 1.2 Clubs shall act with the appropriate level of due diligence in the selection and engaging of Intermediaries who are acting for them. In this context, due diligence means that Clubs shall use reasonable endeavours to ensure that Intermediaries sign the appropriate Intermediary Declaration Form. Both Clubs and Intermediaries shall ensure that a Representation Contract exists between the Club and the Intermediary.
- 1.3 Players shall act with the appropriate level of due diligence in the selection and engaging of Intermediaries who are acting for them. In this context, due diligence means that Players shall use reasonable endeavours to ensure that Intermediaries sign the appropriate Intermediary Declaration Form. Both Players and Intermediaries shall ensure that a Representation Contract exists between the Player and the Intermediary.
- 1.4 Whenever an Intermediary is involved in a Transaction he shall be registered in accordance with the Intermediary Regulations and in particular, paragraph 2 of the Intermediary Regulations.
- 1.5 Should it come to the attention of the Scottish FA that a person or persons has been engaging in Intermediary Activities but was not registered for that Transaction as an Intermediary, the Scottish FA may

refer the matter to the Compliance Officer for his investigation and possible sanction in accordance with the Judicial Panel Protocol.

- 1.6 A FIFA official cannot act as an Intermediary. For the avoidance of doubt, a FIFA official shall also include an official as defined in Article 1.1 of the Articles for the purpose the Intermediary Regulations.
- 1.7 Every individual acting on behalf of a company which enters into an Intermediary Declaration Form for legal persons (as set out in Annex 4 of the Intermediary Regulations), must also sign an Intermediary Declaration Form for natural persons (as set out in Annex 3 of the Intermediary Regulations). All Intermediary Declaration Forms must be provided to the Scottish FA in accordance with these Intermediary Regulations.

2 REGISTRATION OF INTERMEDIARIES

- 2.1 Where an Intermediary is used, he must be registered each time he is involved in a Transaction.
- 2.2 When acting in a Transaction, the Intermediary must sign the appropriate Intermediary Declaration Form.
- 2.3 Where the Intermediary is acting for a Player, either the Intermediary or the Player shall ensure that the signed Intermediary Declaration Form is delivered to the Club responsible for the registration of the Transaction, as soon as reasonably practicable and in any case, prior to the registration of the Transaction, by the Club.
- 2.4 Clubs must submit all required signed Intermediary Declaration Forms, together with any other documentation required by the Scottish FA, to the Scottish FA at the same time as the Transaction is registered with the Scottish FA.
- 2.5 Where the services of an Intermediary have been engaged, and the Clubs and Players who have engaged the Intermediary have not provided all required Intermediary Declaration Forms, together with any other documentation required by the Scottish FA, to the Scottish FA in accordance with Paragraph 2.4 above, the Scottish FA shall not register the Transaction.
- 2.6 An Intermediary Declaration Form shall only be accepted by the Scottish FA where it is accompanied by the appropriate Representation Contract, together with any other documentation required by the Scottish FA. In the case of a Representation Contract between an Intermediary and a Player, the Intermediary and/or Player must either:
 - 2.6.1 provide the Scottish FA with a copy of the Representation Contract prior to the Club registering the Transaction with the Scottish FA; or
 - 2.6.2 provide the Club with a copy of the Representation Contract prior to the Club registering the Transaction with the Scottish FA to allow the Club to provide the Representation Contract to the Scottish FA in accordance with this Paragraph 2.6.
- 2.7 Where an Intermediary has not been engaged for the purposes of the Transaction, the Club and/or Player shall specifically disclose that fact to the Scottish FA.

3 REPRESENTATION CONTRACT

- 3.1 An Intermediary and a Club or Player, as the case may be, must have entered into a Representation Contract prior to such Intermediary carrying out any Intermediary Activity.
- 3.2 For the Representation Contract to be valid, it shall specify:
 - 3.2.1 the names of the parties to the Representation Contract;
 - 3.2.2 the scope of the services provided by the Intermediary under the Representation Contract;

- 3.2.3 the duration of the legal relationship between the parties of the Representation Contract;
 - 3.2.4 the nature of the legal relationship between the parties of the Representation Contract;
 - 3.2.5 the remuneration due to the Intermediary under the Representation Contract together with the general terms of payment of such remuneration;
 - 3.2.6 the termination provisions of the Representation Contract;
 - 3.2.7 the signature of the parties to the Representation Contract; and
 - 3.2.8 in the event that the Player is a Minor, the Player's legal guardian(s) shall also sign the Representation Contract.
 - 3.2.9 in the event that the Player is a Minor and is a Home Grown Player, the Player shall be entitled to terminate the Representation Contract on not more than three months notice.
- 3.3 No provision of the Intermediary Regulations, the FIFA Intermediary Regulations, or any invalidity or other defect in the Representation Contract or Intermediary Declaration Form shall affect the validity of the Transaction, the relevant employment contract, transfer agreement and/or Player registration, which has been registered by the Scottish FA.

4 DISCLOSURE AND PUBLICATION

- 4.1 The Scottish FA shall publish for every Intermediary a list of each Transaction in which such Intermediary has been involved. Such list shall be published by the Scottish FA at the end of March and will cover the period from 1 February of the previous year to 31 January of that year.
- 4.2 The Scottish FA shall publish the total consolidated amount of all payments made by all Players to Intermediaries and the Clubs' consolidated figure.

5 PAYMENTS TO INTERMEDIARIES

- 5.1 The amount of remuneration paid to an Intermediary engaged to act on a Player's behalf, shall be calculated on the basis of the Player's Basic Gross Income for the entire duration of the Player's contract.
- 5.2 Clubs that engage the services of an Intermediary shall remunerate him by payment of a lump sum agreed prior to the conclusion of the relevant Transaction. If agreed, such a payment may be made in instalments.
- 5.3 While taking account the relevant national regulations and any mandatory provisions of national and international laws, Clubs and Players may adopt the following benchmarks:
 - 5.3.1 the total amount of remuneration per Transaction due to an Intermediary who have been engaged to act on a Player's/Club's behalf should not exceed three per cent (3%) of the Player's Basic Gross Income for the entire duration of the Player's relevant employment contract.
 - 5.3.2 the total amount of remuneration per Transaction due to an Intermediary who has been engaged to act on a Player's/Club's behalf in order to conclude an employment contract with a Player, should not exceed three per cent (3%) of the Player's Basic Gross Income for the entire duration of the Player's relevant employment contract.
 - 5.3.3 the total amount of remuneration per Transaction due to an Intermediary who has been engaged to act on a Player's/Club's behalf in order to conclude a transfer agreement should not exceed three per cent (3%) of the eventual transfer fee in connection with the relevant transfer of such Player.
- 5.4 Clubs shall ensure that payments made, or to be made, by one Club to another Club in connection with a transfer of a Player, such as (but not limited to) Transfer Compensation, Training Compensation or Solidarity Contributions, are not paid to and/or by an Intermediary. For the avoidance of doubt, this Paragraph 5.4 includes (but is not limited to) owning any interest in any transfer compensation or future transfer value of a Player. The assignation of such claims to an Intermediary is also prohibited.

- 5.5 Subject to Paragraphs 5.6 and 5.7, below, any payment for the services of an Intermediary shall be made exclusively by the Club or Player who engaged the services of the Intermediary to the Intermediary.
- 5.6 At the conclusion of the relevant Transaction, and provided the Club agrees, the Player may provide his written consent to the Club, which shall allow the Club to pay the Intermediary on the Player's behalf. Such payment, shall be made in accordance with the payment terms contained within the Representation Contract between the Player and the Intermediary.
- 5.7 Players and/or Clubs that engage the services of an Intermediary when negotiating an employment contract and/or a transfer agreement are prohibited from making any payments to such Intermediary if the player concerned is a Minor.
- 5.8 No FIFA Official shall receive any payment from an Intermediary which comprises of all or any part of the fees paid or due to such Intermediary in a Transaction.

6 CONFLICT OF INTEREST

- 6.1 Subject to Paragraph 6.3, below, prior to engaging the services of an Intermediary, Clubs shall use reasonable endeavours to ensure that no conflicts of interest exist or are likely to exist either for themselves or for the Intermediary involved in a Transaction.
- 6.2 Subject to Paragraph 6.3, below, prior to engaging the services of an Intermediary, Players shall use reasonable endeavours to ensure that no conflicts of interest exist or are likely to exist either for themselves or for the Intermediary involved in a Transaction.
- 6.3 No conflict of interest is deemed to exist if an Intermediary discloses in writing any actual or potential conflict of interest he might have with one of the other parties involved in the Transaction and/or Representation Contract and obtains the express prior written consent of all parties to the Transaction and/or Representation Contract, prior to him providing Intermediary Activity to any other party to the Transaction.

7 SANCTIONS

- 7.1 Any breach of the Intermediary Regulations shall be referred to the Compliance Officer who may refer the matter to the Judicial Panel. The Judicial Panel will have jurisdiction to deal with any such alleged breach and to impose sanctions in relation to it as prescribed within the Judicial Panel Protocol.
- 7.2 The Scottish FA shall publish any disciplinary sanctions issued in accordance with the Intermediary Regulations, including the name and any other relevant information relating to an Intermediary against whom a decision has been made. In addition, the Scottish FA shall pass such information to FIFA. FIFA may then consider if any sanction issued to the Intermediary should have worldwide effect in accordance with the FIFA Disciplinary Code.

8 DISPUTE RESOLUTION

- 8.1 Subject to the remainder of this Paragraph 8, any dispute arising out of the Intermediary Regulations between and/or amongst Players, Clubs and/or the Scottish FA and/or Intermediaries and/or any other person under the jurisdiction of the Scottish FA shall be determined in accordance with the Dispute Resolution Procedure contained at Annex 2 of the Intermediary Regulations.
- 8.2 Any dispute regarding the application of the Intermediary Regulations, including the FIFA Intermediary Regulations, Internationally, will be determined by FIFA in accordance with the FIFA Intermediary Regulations.

9 COMMUNICATIONS

- 9.1 Unless otherwise provided within the Intermediary Regulations, a communication or documentation in respect of the Intermediary Regulations may be made or delivered by any effective means including:
- 9.1.1 By first class ordinary or recorded or registered delivery post;
 - 9.1.2 By hand delivery or courier;
 - 9.1.3 By email to an intimated email address;
 - 9.1.4 By fax to an intimated fax number; or
 - 9.1.5 By any combination of the above.
- 9.2 Unless otherwise provided within the Intermediary Regulations, a communication or documentation shall be deemed to have been delivered:
- 9.2.1 If issued by recorded delivery or registered first class post, and upon production of evidence of posting by recorded or registered delivery, on the day after the posting of the letter;
 - 9.2.2 If issued by hand or by courier, on the date of delivery upon evidence of delivery by hand or courier; or
 - 9.2.3 If issued by email or by fax, and upon evidence of sending by email or fax, on the day on which the email or facsimile was sent;
- 9.3 Unless otherwise provided within the Intermediary Regulations, where a communication is communicated orally, at a hearing, it shall be deemed to have been communicated on the date when the communication was made.

10 INFORMATION AND PERSONAL DATA

- 10.1 The Scottish FA is the data controller in respect of any personal data provided to the Scottish FA as a result of the Intermediary Regulations and the Scottish FA will process such personal data in accordance with its obligations under the Data Protection Act 1998.
- 10.2 The Scottish FA will use personal data for the purposes set out in the Intermediary Regulations. This may include obtaining an individual's personal data from a third party or disclosing an individual's personal data to a third party where that is necessary for the purpose of proceedings arising in terms of the Intermediary Regulations and subject to the consideration of the rights, freedoms and legitimate interests of the data subject.

11 PERIODS OF TIME

- 11.1 Unless otherwise provided within the Intermediary Regulations, periods of time are to be calculated for the purpose of the Intermediary Regulations as follows:
- 11.1.1 Where an act requires to be done within a specified period after or from a specified date or event, the period begins immediately after that date.
 - 11.1.2 Where a period is defined in a number of days, then every day shall count whether or not it is a weekend or a public holiday, unless expressly provided elsewhere in the Intermediary Regulations.
 - 11.1.3 Where an act requires to be done by a specified time, all times will be local time, unless otherwise specified.

Annex 1 - Definitions

"The Articles"	Shall mean the Articles of the Scottish FA
The Scottish FA"	Shall mean The Scottish Football Association Limited
"The Board"	Shall mean the board which shall comprise all of the Directors from time to time as constituted in accordance with these Articles
"Basic Gross Income"	Shall mean a Player's basic gross salary or wage, excluding any bonus that is conditional upon the Player and/or his Club's performances. For the avoidance of doubt, benefits and privileges are also excluded from the Basic Gross Income.
"Club"	Shall mean a football club playing Association Football in accordance with the provisions set out in the Articles
"FIFA"	Shall mean Federation of International Football Associations
"FIFA Disciplinary Code"	Shall have the meaning prescribed to it as contained within the relevant FIFA statutes as may be updated from time to time
"FIFA Official"	Shall have the meaning prescribed to it as contained within the relevant FIFA statutes as may be updated from time to time
"Home Grown Player"	Shall mean a Player who has been registered with a Club or Clubs affiliated to the Scottish FA for a period, continuous or not, of 12 months or more
"Intermediary"	Shall mean any person or persons who carries out an Intermediary Activity and has completed the relevant Intermediary Declaration Form
"Intermediary Activity"	Shall mean acting, for or on behalf of a Player or Club in relation to a Transaction. For the avoidance of doubt, an official is not acting as an Intermediary when he carries out any Intermediary Activity in relation to any matter relating to a Transaction for or on behalf of his Club. Similarly, a Lawyer who is solely and exclusively undertaking or providing Permitted Legal Advice shall not be deemed to be conducting Intermediary Activity.
"Lawyer"	Shall mean an individual who is duly authorised by the appropriate professional or regulatory body to act in the capacity of solicitor, advocate or barrister in the United Kingdom, or the equivalent profession in a jurisdiction outside the United Kingdom.
"Intermediary Declaration Form"	Shall mean the forms as set out in Annexes 3 and 4 of the Intermediary Regulations.
"Judicial Panel"	Shall mean the body with that name formed by the Board in terms of the Articles.
"Judicial Panel Protocol"	Shall mean the Protocol relating to the operation of the Judicial Panel promulgated by the Board from time to time in accordance with the Articles which will incorporate the Disciplinary Procedures and the Disciplinary Rules (as defined in the Articles).
"Minor"	Shall mean a Player who has not yet reached the age of 18.
"official"	Shall have the meaning prescribed in the Articles

<p>“Permitted Legal Advice”</p>	<p>Shall mean advice or assistance provided by a Lawyer to a Club or Player, either directly or indirectly, in relation to any Transaction where:</p> <ul style="list-style-type: none"> (i) the Lawyer has entered into terms of engagement with the Player or Club in the form required by the Lawyer’s professional regulator and solely operates under those terms; and (ii) the Lawyer is providing the advice or assistance as part of a practice which is regulated by the Lawyer’s professional regulator; and (iii) the advice or assistance either relates to: <ul style="list-style-type: none"> (a) the legal form of the documents that arise out of the Transaction, or the legal implications of that Transaction, as opposed to the negotiation of the substantive terms of the Transaction and, in particular, the remuneration terms of the Transaction; or (b) a dispute arising out of a Transaction; and (iv) the Lawyer is remunerated in a manner which is consistent with the manner in which Lawyers are ordinarily remunerated for carrying out such advice or assistance.
<p>“Players”</p>	<p>Shall mean a Player participating in Association Football (as defined in the Articles) under the jurisdiction of the Scottish FA.</p>
<p>“Representation Contract”</p>	<p>Shall mean any agreement between an Intermediary (on the one hand), and a Player and/or Club (on the other), the purpose or effect of which is to cover the provision of Intermediary Activity.</p>
<p>“Solidarity Contributions”</p>	<p>Shall mean any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to the Solidarity Mechanism as defined within those regulations as may be amended from time to time.</p>
<p>“Training Compensation Payment”</p>	<p>Shall mean any payment made pursuant to the requirements of the FIFA Regulations on the Status and Transfer of Players in relation to the Training Compensation as defined within those regulations as may be amended from time to time.</p>
<p>“Transaction”</p>	<p>Shall mean (a) concluding an employment contract between a Player and a Club and/or (b) concluding a transfer agreement between two Clubs or (c) concluding an Amateur or an Amateur Age Group 10-17 registration between a Player and a Club. A concluded Transaction is one that has so achieved the creation or variation of the terms of the Player’s contract of employment with a Club, the registration of the Player with a Club or the transfer of the registration from a Club to a Club.</p>
<p>“UEFA”</p>	<p>Shall mean Union of European Football Associations</p>

Annex 2 – Dispute Resolution Procedure

DISPUTE RESOLUTION - PROCEDURAL RULES RELATIVE TO DETERMINATION OF DISPUTES ARISING FROM THESE INTERMEDIARY REGULATIONS

1. Where the Scottish FA Intermediary Regulations on Working With Intermediaries require the determination of a dispute or other matter in accordance with this Dispute Resolution Procedure, then this Annex 2 shall apply.
2. The Scottish FA shall maintain a list of certain persons who are available to act as arbitrators in the determination of matters under this Annex 2 (“**Intermediary Members**”).
3. Any Party entitled and wishing to refer a matter for determination under this Annex 2, in terms of the Intermediary Regulations, (“**the Referring Party**”) shall commence arbitration proceedings for determination of such relevant matter by delivery of a Notice of Intermediary Referral to all other Parties with an interest (“**the Intermediary Respondent(s)**”), and to the Secretary. The Secretary or his nominee may, at his sole discretion, determine which party(s) have a relevant interest in deciding whether such party is an Intermediary Respondent.

4. THE NOTICE OF INTERMEDIARY REFERRAL SHALL:

- a. State the provision within the Scottish FA Intermediary Regulations on Working With Intermediaries in terms of which the referral is made;
 - b. Briefly state the basis of the submission and a brief outline of the relevant facts and circumstances; and
 - c. Specify the redress/determination which is sought.
5. Upon receipt of a Notice of Intermediary Referral, the Secretary or his nominee shall send notice (“**the Secretary’s Intermediary Dispute Notice**”) to the Referring Party and to each Intermediary Respondent, which notice shall include (a) a copy of the Notice of Intermediary Referral; and (b) a copy of the provisions of this Annex 2.
- a. The Referring Party and the Intermediary Respondent(s) (together “**the Parties**”) shall endeavour, by agreement, to appoint an arbitrator within 14 days of the date on which the Secretary’s Intermediary Dispute Notice is sent by the Secretary to the Parties (“**the Appointment Period**”). The Parties should generally appoint an arbitrator from the list of Intermediary Members.
 - b. Subject to sub-paragraph (c) which follows, if an arbitrator is not appointed by the Parties within the Appointment Period, then an arbitrator shall be appointed by the Secretary, in his sole discretion from the list of Intermediary Members.
 - c. In respect of a dispute in which the Scottish FA are a party (“**a Scottish FA Dispute**”), in such circumstances, an arbitrator shall be (1) a solicitor or advocate of not less than 10 years standing, appointed by the President of the Law Society; or (2) or a suitable person appointed by the Executive Director of the Chairman of Sports Resolutions (UK) (a trading name of Sports Dispute Resolution Panel Limited, company number 03351039, registered at 1 Salisbury Square, London EC4Y 8AE) (“**Sports Resolutions**”). Where appointment is by Sports Resolutions, then Sports Resolution’s Arbitration Rules, as amended by Sports Resolutions from time to time, shall apply, save that (1) all such arbitrations shall follow the full arbitration procedure; and (2) their provision regarding the seat, applicable law, and statutory regime shall be deleted, so that the law governing the arbitration shall be the law of Scotland and the seat of the arbitration shall be Scotland, and the Arbitration (Scotland) Act 2010 (as amended) shall apply.
 - d. The arbitrator so appointed (“**the Arbitrator**”) shall have jurisdiction to determine the dispute or matter referred.

- e. Insofar as a nomination fee is incurred in such appointment, the Party so requesting shall initially bear the nomination fee, but the Arbitrator shall, in his or her sole discretion, have the power to order that the nomination fee is paid or repaid by any Party.
 - f. If the Arbitrator shall die, refuse to act, or become incapacitated from acting prior to making the award, a further arbitrator shall be appointed to replace him in the same manner as such original arbitrator was appointed.
6. With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default rules of the Scottish Arbitration Rules shall be modified or disapplied so as to comply with the express rules of this Annex 2. Rules 22, 41, 43, 46 and 69 shall not apply.
7. The Arbitrator shall have the following powers (in addition to those powers provided by the Arbitration (Scotland) Act 2010 insofar as not disapplied):
- a. The powers provided to a Judicial Panel, and related provisions provided in the Judicial Panel Protocol, paragraphs 8.2; 8.3; 8.4; 8.5 (with the exception of 8.5.5); 8.6; 10.1.3; 10.1.4; 10.2; 10.3; 10.4; 10.5; 10.6 (except paragraph 10.6.3); 10.7; 10.8; 10.9; 10.10.
 - b. The powers provided to a tribunal or arbitrator in Article 99 at paragraphs 99.21; 99.22; 99.23; 99.24; 99.26. –
 - c. In the event of an inconsistency between the said Judicial Panel Protocol powers and Article 99 powers, the Judicial Panel Protocol powers shall have priority.

Unless inconsistent with the particular provisions, the provisions of Paragraphs 17.1; 17.2.1; 17.2.5; 17.2.6; 17.2.7; 17.2.8; 17.3; and 17.6 of the Judicial Panel Protocol shall apply.

8. Upon appointment it is generally anticipated that the Arbitrator shall:
- a. Invite the Referring Party to provide such further particulars as he or she considers to be appropriate within such time as he or she considers to be appropriate;
 - b. Invite the Intermediary Respondent(s) to respond to the submissions and evidence provided by the Referring Party within such time as he or she considers to be appropriate;
 - c. Order a procedural conference call, preliminary hearing, or such other preliminary step, as he or she considers to be appropriate;
 - d. Order further rounds of submissions and evidence by the Parties insofar as he or she considers such to be appropriate;
 - e. Where he or she considers a hearing to be appropriate, to order the date and place for such hearing, and generally to follow the Guidance Notes for Principal Hearings at Annex B to the Judicial Panel Protocol;
 - f. Issue his or her final determination of the matter, verbally at the end of the hearing if he or she considers it appropriate to do so, and in any event in writing following the hearing.
9. The Arbitrator is not required to issue reasons unless requested by a Party or by the Scottish FA, in each case such request being made by not later than three working days after the date on which the final determination was communicated or delivered to that Party.
10. The law governing the arbitration shall be the law of Scotland. The seat of arbitration shall be Scotland.
11. Parties will bear their own legal and other expenses. Where the Arbitrator requires payment of a fee or seeks recovery of expenses, then the Arbitrator may make an award allocating the Parties' liability for such arbitration fees and expenses. The Arbitrator may make an award allocating the Parties' liability for additional costs incurred in the arbitration (other than Parties' own costs and expenses) including but not limited to any nomination fee, the cost of accommodation, and the cost of Arbitrator appointed experts or clerks. With reference to Schedule 1 of the Arbitration (Scotland) Act 2010, the default Rules 59, 61 to 66 are amended accordingly.

12. None of the Arbitrator, the Arbitrator's clerk (if any), the Secretary, nor the Scottish FA shall be liable for any act or omission in connection with any arbitration conducted under this Annex 2, unless the act or omission is in bad faith. Any employee or agent of the Scottish FA is similarly protected from any such liability.
13. Any dispute determined under the procedure in this Annex 2 shall be final and binding on the Parties. For the avoidance of doubt, the Parties to any arbitration conducted pursuant to this Annex 2 agree to renounce their respective rights of appeal, save in respect of the mandatory provisions (or the default provisions insofar as not disapplied) of the Arbitration (Scotland) Act 2010 in respect of challenging awards.

Annex 3 - Intermediary Declaration Form for natural persons

First name(s):

Surname(s):

Date of birth:

Nationality/nationalities:

Fully permanent address:

(incl. phone/fax and email)

I,
(First names(s), surname(s) of intermediary)

For the purposes of this declaration, the defined terms used shall have the same meaning ascribed in the Scottish FA Working With Intermediaries Regulations (“**the Intermediary Regulations**”) and/or the FIFA Regulations on Working With Intermediaries (“**the FIFA Intermediary Regulations**”), unless specifically stated herein.

HEREBY DECLARE THE FOLLOWING:

- 1 I pledge and agree to respect and comply with any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out my activities as an Intermediary. In addition, I agree to be bound by the Statutes and regulations of the Scottish FA and other associations and confederations, as well as by the Statutes and regulations of FIFA in the context of carrying out my activities as an Intermediary.
- 2 I declare that I am currently not a FIFA Official, nor will I hold such a position in the foreseeable future.
- 3 I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
- 4 I declare that I have no contractual relationship with the Scottish FA and/or other leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that I am precluded from implying, directly or indirectly, that such a contractual relationship with the Scottish FA and/or other leagues, associations, confederations or FIFA exists in connection with my activities as an Intermediary.
- 5 I declare, pursuant to article 7 paragraph 4 of the FIFA Intermediary Regulations, that I shall not accept any payment to be made by one club to another in connection with a transfer, such as Transfer Compensation, Training Compensation Payments or Solidarity Contributions.
- 6 I declare, pursuant to article 7 paragraph 8 of the FIFA Intermediary Regulations, that I shall not accept any payment from any party if the player concerned is a Minor.
- 7 I declare that I shall not take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that I am forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc that promote, broker, arrange or conduct such events or transactions.
- 8 I consent, pursuant to article 6 paragraph 1 of the FIFA Intermediary Regulations, to the Scottish FA obtaining full details of any payment of whatsoever nature made to me by a club or a player for my services as an intermediary.
- 9 I consent, pursuant to article 6 paragraph 1 of the FIFA Intermediary Regulations, to the Scottish FA and other leagues, associations, confederations or FIFA obtaining, if necessary, for the purpose of their

investigations, all contracts, agreements and records in connection with my activities as an intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any advice part in the negotiations for which I am responsible.

- 10 I consent, pursuant to article 6 paragraph 3 of the FIFA Intermediary Regulations, to the Scottish FA holding and processing any data for the purpose of their publication.
- 11 I consent, pursuant to article 9 paragraph 2, of the FIFA Intermediary Regulations, to the Scottish FA publishing details of any disciplinary sanctions taken against me and informing FIFA accordingly.
- 12 I am fully aware and agree that this declaration shall be made available to the Scottish FA and other related persons for the purposes of the Scottish FA exercising their regulatory functions.
- 13 I agree to be bound from this date and henceforth by and be subject to the Intermediary Regulations, the Judicial Panel Protocol (“**JPP**”), the Articles of Association (“**Articles**”) of the Scottish FA, the Scottish FA Registration Procedures (“**Registration Procedures**”) and the rules and regulations of any recognised football body in so much as they are applicable. I understand that the Intermediary Regulations, JPP, Articles and Registration Procedures are available on the Scottish FA Website and I confirm that I have read them. I understand that the Scottish FA may share the information on this form with the Scottish Professional Football League and other third parties (such as UEFA and FIFA) where that is necessary for the Scottish FA to meet its regulatory functions and the regulatory functions of other football bodies. I understand that, insofar as I breach any relevant rule contained within the JPP at any time henceforth, a Tribunal has the power to impose an appropriate sanction in accordance with the terms of the JPP. I also hereby agree and acknowledge that any sanction imposed, may also have effect in respect of any future Transaction in which I engage.
- 14 I confirm that where I am involved in providing Intermediary Activity to Minors, I meet the required criteria to allow me to work for such Minors under the current guidelines, rules and regulations as set out by Disclosure Scotland (or other such relevant government agency of my country of domicile).
- 15 Remarks and observations which may be of potential relevance:
I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the Scottish FA shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the Scottish FA immediately.

.....
(Place and date)

.....
(Signature)

Annex 4 - Intermediary Declaration Form for legal persons

Name of company (legal person/entity):

Address of company

(incl. phone/fax, e-mail and website):

Hereinafter referred to as "the company"

First name(s) and surnames(s) of the individual duly authorised to represent the aforementioned company (legal person/entity):

(NB: each individual acting on behalf of the company has to fill in a separate Intermediary Declaration)

I,

(First names(s), surname(s) of the individual representing the legal person/entity)

Duly authorised to represent the company

For the purposes of this declaration, the defined terms used shall have the same meaning ascribed in the Scottish FA Working With Intermediaries Regulations ("the Intermediary Regulations") and/or the FIFA Regulations on Working With Intermediaries ("the FIFA Intermediary Regulations"), unless specifically stated herein.

HEREBY DECLARE THE FOLLOWING:

- 1 I declare that both the company and I represent and that I myself shall respect any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out my activities as an Intermediary. In addition, I declare that both the company I represent and that I myself agree to be bound by the Statutes and regulations of the Scottish FA and other associations and confederations, as well as by the Statutes and regulations of FIFA in the context of carrying out my activities as an Intermediary.
- 2 I declare that I am currently not a FIFA Official, nor will I hold such a position in the foreseeable future.
- 3 I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
- 4 I declare that neither the company I represent nor I myself have any contractual relationship with the Scottish FA and/or other leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that I am precluded from implying, directly or indirectly, that such a contractual relationship with the Scottish FA and/or other leagues, associations, confederations or FIFA exists in connection with its activities as an intermediary.
- 5 I declare, pursuant to article 7 paragraph 4 of the FIFA Intermediary Regulations, that neither the company I represent nor I shall accept any payment to be made by one club to another club in connection with a transfer, such as Transfer Compensation Payment or Solidarity Contributions.
- 6 I declare, pursuant to article 7 paragraph 8 of the FIFA Intermediary Regulations, that neither the company I represent nor I shall accept any payment from any party if the player concerned is a Minor.
- 7 I declare that neither the company I represent nor I shall take part in, either directly or indirectly, or otherwise be associated with, betting gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that both the company I represent and I myself are forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc that promote, broker, arrange or conduct such events or transactions.
- 8 On behalf of the company I represent, I consent, pursuant to article 6 paragraph 1 of the FIFA Intermediary Regulations, to the Scottish FA obtaining full details of any payment of whatsoever nature made to me by a club or a player for its services as an Intermediary.
- 9 On behalf of the company I represent I consent, pursuant to article 6 paragraph 1 of the FIFA Intermediary Regulations, to the Scottish FA and other leagues, associations, confederations or FIFA obtaining, if

necessary, for the purpose of their investigations, all contracts, agreements and records in connection with my activities as an intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any advice part in the negotiations for which the company I represent is responsible.

- 10 On behalf of the company I represent, I consent, pursuant to article 6 paragraph 3 of the FIFA Intermediary Regulations, to the Scottish FA holding and processing any data for the purpose of their publication.
- 11 On behalf of the company I represent, I consent, pursuant to article 9 paragraph 2, of the FIFA Intermediary Regulations, to the Scottish FA publishing and informing FIFA of any disciplinary sanctions taken against the company I represent.
- 12 I am fully aware and agree that this declaration shall be made available to the Scottish FA and other related persons for the purposes of the Scottish FA exercising their regulatory functions .
- 13 The company agrees to be bound from this date and henceforth by and be subject to the Intermediary Regulations, the Judicial Panel Protocol (“**JPP**”), the Articles of Association (“**Articles**”) of the Scottish FA, the Scottish FA Registration Procedures (“**Registration Procedures**”)and the rules and regulations of any recognised football body in so much as they are applicable. I understand that the Intermediary Regulations, JPP, Articles and Registration Procedures are available on the Scottish FA Website and I confirm that I, on behalf of the company, have read them. I understand that the Scottish FA may share the information on this form with the Scottish Professional Football League and other third parties (such as UEFA and FIFA) where that is necessary for the Scottish FA to meet its regulatory functions and the regulatory functions of other football bodies. I understand that, insofar as the company breaches any relevant rule contained within the JPP at any time henceforth, a Tribunal has the power to impose an appropriate sanction in accordance with the terms of the JPP. I also hereby agree and acknowledge, on behalf of the company that any sanction imposed, may also have effect in respect of any future Transaction in which I engage.
- 14 Remarks and observations which may be of potential relevance:

I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the association concerned shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the association concerned immediately.

.....
(Place and date)

.....
(Signature)

The Scottish FA Anti-Doping Regulations

TABLE OF CONTENTS

ARTICLE 1: SCOPE AND APPLICATION

- 1.1 Introduction
- 1.2 Application
- 1.3 Core Responsibilities
- 1.4 Retirement
- 1.5 Interpretation
- 1.6 Commencement and Amendment

ARTICLE 2: ANTI-DOPING RULE VIOLATIONS

- 2.1 Presence of a Prohibited Substance or its Metabolites or Markers in a Player's Sample, unless the Player establishes that the presence is consistent with a TUE granted in accordance with Article 4
- 2.2 Use or Attempted Use by a Player of a Prohibited Substance or a Prohibited Method, unless the Player establishes that the Use or Attempted Use is consistent with a TUE granted in accordance with Article 4
- 2.3 Evading, Refusing or Failing to Submit to Sample Collection
- 2.4 Whereabouts Failures
- 2.5 Tampering or Attempted Tampering with any part of Doping Control
- 2.6 Possession of a Prohibited Substance and/or a Prohibited Method
- 2.7 Trafficking or Attempted Trafficking in any Prohibited Substance or Prohibited Method
- 2.8 Administration or Attempted Administration to any Player In-Competition of any Prohibited Substance or Prohibited Method, or Administration or Attempted Administration to any Player Out-of-Competition of any Prohibited Substance or any Prohibited Method that is prohibited Out-of-Competition, unless the Player establishes that the Administration or Attempted Administration was consistent with a TUE granted in accordance with Article 4
- 2.9 Complicity
- 2.10 Prohibited Association

ARTICLE 3: THE PROHIBITED LIST

- 3.1 Incorporation of the Prohibited List
- 3.2 Prohibited Substances and Prohibited Methods Identified on the Prohibited List
- 3.3 Specified Substances
- 3.4 WADA's Determination of the Prohibited List

ARTICLE 4: THERAPEUTIC USE EXEMPTIONS

- 4.1 Incorporation of the International Standard for Therapeutic Use Exemptions
- 4.2 Scope and Effect of TUEs
- 4.3 Grant of a TUE
- 4.4 Expiration or Cancellation of a TUE
- 4.5 Review of TUE Decisions

ARTICLE 5: TESTING AND INVESTIGATIONS

- 5.1 Incorporation of the International Standard for Testing and Investigations 10
- 5.2 Testing Jurisdiction
- 5.3 In-Competition Testing
- 5.4 Out-of-Competition Testing
- 5.5 ABP Testing
- 5.6 Selection of Players for Testing
- 5.7 Testing of Minors
- 5.8 Liability for Testing
- 5.9 Investigations

ARTICLE 6: ANALYSIS OF SAMPLES

- 6.1 Incorporation of the International Standard for Laboratories
- 6.2 Use of Accredited and Approved Laboratories
- 6.3 Substances Subject to Detection
- 6.4 Further Analysis of Samples
- 6.5 Research on Samples

ARTICLE 7: RESULTS MANAGEMENT

- 7.1 Responsibility for Results Management
- 7.2 Review of Adverse Analytical Findings
- 7.3 Review of Atypical Findings
- 7.4 Review of Adverse Passport Findings
- 7.5 Review of Whereabouts Failures
- 7.6 Review of Evidence Other Than Adverse Analytical Findings, Atypical Findings or Adverse Passport Findings
- 7.7 Notice of Charge
- 7.8 B Sample Analysis
- 7.9 Provisional Suspension
- 7.10 Statute of Limitations

ARTICLE 8: DISCIPLINARY PROCEEDINGS

- 8.1 Jurisdiction of the NADP
- 8.2 Observers
- 8.3 Rules of Evidence and Procedure
- 8.4 Publication of Decisions
- 8.5 Single Hearing before CAS

ARTICLE 9: AUTOMATIC DISQUALIFICATION OF RESULTS

- 9.1 Disqualification of Competition Results as a Consequence of an Anti-Doping Rule Violation Committed in Connection with or Arising out of an In-Competition test
- 9.2 Impact of Disqualification on an Opponent's Results

ARTICLE 10: INELIGIBILITY SANCTIONS FOR INDIVIDUALS

- 10.1 Disqualification of Competition Results as a Consequence of an Anti-Doping Rule Violation Committed During or in Connection with a Match in the Competition
- 10.2 Imposition of a Period of Ineligibility for the Presence, Use or Attempted Use, or Possession of a Prohibited Substance and/or a Prohibited Method
- 10.3 Imposition of a Period of Ineligibility for Other Anti-Doping Rule Violations
- 10.4 Elimination of the Period of Ineligibility where there is No Fault or Negligence
- 10.5 Reduction of the period of Ineligibility based on No Significant Fault or Negligence
- 10.6 Elimination, Reduction, or Suspension of the Period of Ineligibility or other Consequences for Reasons Other than Fault
- 10.7 Multiple Violations
- 10.8 Disqualification of Results in Matches Taking Place After the Commission of the Anti-Doping Rule Violation
- 10.9 Allocation of CAS Cost Awards and Forfeited Prize Money
- 10.10 Financial Consequences
- 10.11 Commencement of Ineligibility Period
- 10.12 Status During Ineligibility
- 10.13 Automatic Publication of Sanction
- 10.14 Reinstatement

ARTICLE 11: CONSEQUENCES TO TEAMS

- 11.1 Target Testing of teams
- 11.2 Consequences for teams

ARTICLE 12:

ARTICLE 13: APPEALS

- 13.1 Appeal Rights
- 13.2 Appeals from TUE Decisions
- 13.3 Appeals from Provisional Suspensions
- 13.4 Appeals from Other Decisions
- 13.5 Appeals by WADA
- 13.6 Appeals from NADP Appeal Tribunal Decisions
- 13.7 Appeal Procedure
- 13.8 Publication of Decisions

ARTICLE 14: CONFIDENTIALITY AND REPORTING

- 14.1 Reporting of Pending Cases
- 14.2 Reporting of Testing
- 14.3 Reporting under the WADC

ARTICLE 15: APPLICATION AND RECOGNITION OF DECISIONS

- 15.1 Recognition of Signatories' Decisions
- 15.2 Recognition of Non-Signatories' Decisions

ARTICLE 16: CHALLENGES TO A DECISION OR THESE REGULATIONS

- 16.1 Governing Law and Jurisdiction
- 16.2 Limitation of Liability
- 16.3 Severability

ARTICLE 17: MISCELLANEOUS

- 17.1 Data 31
- 17.2 Notices 31
- 17.3 Matters Not Otherwise Provided For

APPENDIX: DEFINITIONS

THE SCOTTISH FA ANTI-DOPING REGULATIONS

ARTICLE 1: SCOPE AND APPLICATION

1.1 INTRODUCTION

- 1.1.1 The Scottish Football Association ("Scottish FA") has adopted these Anti-Doping Regulations (the "Regulations") to impose clear prohibitions and controls on doping in the sport of association football in accordance with the mandatory provisions of the World Anti-Doping Code (the "WADC"), the FIFA Anti-Doping Regulations ("the FIFA ADR") and the UEFA Anti-Doping Regulations ("the UEFA ADR") in order to preserve the integrity of and values of fair play in the sport of association football, and to protect the rights and health of participants in the sport.
- 1.1.2 The Scottish FA is a member of and subject to the jurisdiction of FIFA and UEFA. In the event of a conflict, contradiction or inconsistency between these Regulations and the FIFA ADR and the UEFA ADR, the FIFA ADR and/or the UEFA ADR (as applicable) shall prevail.
- 1.1.3 The Regulations are adopted pursuant to the Articles of Association of the Scottish FA.
- 1.1.4 The Scottish FA believes in the principles of natural fitness and fair play in all aspects of association football. The Scottish FA condemns the use of doping or doping methods by participants in the sport of association football as being contrary to these fundamental principles.
- 1.1.5 Capitalised terms have the meaning ascribed to them at the Appendix of this document

1.2 APPLICATION

- 1.2.1 These Regulations shall apply to:
- (a) all Players;
 - (b) all Player Support Personnel;
 - (c) any other Person who, by virtue of a contractual arrangement or otherwise, is subject to the jurisdiction of the Scottish FA for purposes of anti-doping; and
 - (d) any other Person who is subject to the authority of the Scottish FA;
- whether or not such person is a citizen of or resident in the United Kingdom.
- 1.2.2 To be a member of the Scottish FA and/or of member or affiliate organisations or licensees of the Scottish FA, or to be eligible to participate (in the case of a Player) or assist any participating Player (in the case of a Player Support Person) in any Match, Competition or other activity organised, convened or authorised by the Scottish FA or any of its member or affiliate organisations or licensees, a Person must agree to be bound by and to comply with these Regulations. Accordingly, by becoming such a member or by so participating or assisting, a Player/Player Support Person (as applicable) shall be deemed to have agreed:
- (a) to be bound by and to comply strictly with these Regulations (without prejudice to any other anti-doping rules applicable to him/her);
 - (b) to submit to the authority of the Scottish FA and UKAD to apply and enforce these Regulations;
 - (c) to provide all requested assistance to the Scottish FA and UKAD (as applicable) in the application and enforcement of these Regulations, including (without limitation) cooperating fully with any investigation, results management exercise, and/or proceedings being conducted pursuant to these Regulations in relation to any potential Anti-Doping Rule Violation(s);
 - (d) to submit to the exclusive jurisdiction of any NADP first instance tribunal convened under these

Regulations to hear and determine charges and related issues arising under these Regulations;

- (e) to submit to the exclusive jurisdiction of any NADP appeal tribunal and/or CAS Panel convened under these Regulations to hear and determine appeals made pursuant to these Regulations; and
- (f) further to Article 16, not to bring any proceedings in any court or other forum that are inconsistent with the foregoing submission to the jurisdiction of the NADP first instance tribunal, the NADP appeal tribunal and CAS.

1.2.3 It is acknowledged that certain Players or other Persons who are subject to the authority of the Scottish FA may also be subject to the anti-doping rules of other Anti-Doping Organisations, including the FIFA ADR and the UEFA ADR, and that the same conduct of such Players or other Persons may implicate not only these Regulations but also the rules of such other Anti-Doping Organisations. These Regulations are not intended to limit the responsibilities of any Player or other Person under such other rules. The jurisdictional and other issues arising when the same conduct implicates these Regulations and such other rules shall be resolved in accordance with the WADC.

1.2.4 For the avoidance of doubt, nothing in these Regulations shall be interpreted as limiting the functions and obligations of UKAD as a Signatory to the WADC. Nothing in the Regulations prevents UKAD from undertaking Doping Control and/or any other anti-doping activity in accordance with any agreement or arrangement with any other Anti-Doping Organisation, FIFA, UEFA, or other Signatory to the WADC, or in accordance with any right or obligation arising under the WADC.

1.3 CORE RESPONSIBILITIES

1.3.1 It is the personal responsibility of each Player:

- (a) to acquaint him/herself, and to ensure that each Person (including medical personnel) from whom he/she takes advice is acquainted, with all of the requirements of these Regulations, including (without limitation) being aware of what constitutes an Anti-Doping Rule Violation and of what substances and methods are on the Prohibited List;
- (b) to comply with these Regulations in all respects;
- (c) to take full responsibility for what he/she ingests and uses;
- (d) to carry out research regarding any products or substances which he/she intends to ingest or Use (prior to such ingestion or Use) to ensure compliance with these Regulations; such research shall, at a minimum, include a reasonable internet search of (1) the name of the product or substance, (2) the ingredients/substances listed on the product or substance label, and (3) other related information revealed through research of points (1) and (2);
- (e) to ensure that any medical treatment he/she receives does not infringe these Regulations;
- (f) to make him/herself available for Testing at all times upon request, whether In-Competition or Out-of-Competition;
- (g) when included in a Registered Testing Pool, to provide accurate and up-to-date whereabouts information for purposes of Testing;
- (h) to disclose to the Scottish FA, UKAD and to FIFA any decision by a non-Signatory finding that the Player infringed anti-doping rules within the previous ten years; and
- (i) to cooperate fully with the Scottish FA, UKAD and any other Anti-Doping Organisation conducting investigations into possible Anti-Doping Rule Violations.

1.3.2 It is the personal responsibility of each Player Support Person:

- (a) to acquaint him/herself with all of the provisions of these Regulations, including (without limitation) being aware of what constitutes an Anti-Doping Rule Violation and what substances and methods

are on the Prohibited List;

- (b) to comply with these Regulations in all respects;
- (c) not to Use or Possess any Prohibited Substance or Prohibited Method without valid justification. A Player Support Person who Uses a Prohibited Substance or Prohibited Method without valid justification may not provide support to any Player;
- (d) to cooperate fully with the Testing of Players;
- (e) to use his/her influence on Player values and behaviour to foster anti-doping attitudes;
- (f) to disclose to the Scottish FA, UKAD and to FIFA any decision by a non-Signatory finding that the Player Support Person infringed applicable anti-doping rules within the previous ten years; and
- (g) to cooperate fully with the Scottish FA, UKAD and any other Anti-Doping Organisation conducting investigations into possible Anti-Doping Rule Violations.

1.4 RETIREMENT

1.4.1 Each Player or other Person shall continue to be bound by and required to comply with these Regulations unless and until he/she has given written notice to the Scottish FA that he/she has retired from all football-related activities. Where a Player is in the National Registered Testing Pool or Domestic Pool at the time of such retirement, he/she must also send written notice to UKAD of such retirement. The Scottish FA, UKAD, the NADP, an NADP appeal tribunal and CAS (as applicable) shall continue to have jurisdiction over him/her under these Regulations after such retirement in respect of matters taking place prior to retirement.

1.4.2 Subject to Article 1.4.3, a Player who retires from playing all forms of football in accordance with Article 1.4.1 at a time when he/she is in the National Registered Testing Pool or the Domestic Pool may not return to compete in the sport unless:

- (a) he/she has given the Scottish FA, UKAD and FIFA (if applicable) written notice of no less than six months of his/her intent to return to competition; and
- (b) during that notice period he/she has submitted to the application of these Regulations and to the jurisdiction of the Scottish FA, UKAD, the NADP and CAS (as applicable) for the purposes of these Regulations, including by making him/herself available for Out-of-Competition Testing and (if requested by UKAD) by providing information as to his/her whereabouts during the notice period in accordance with ISTI Annex I.

WADA, in consultation with UKAD and FIFA, may grant an exemption to the six-month written notice rule where the strict application of that rule would be manifestly unfair to a Player. WADA's decision may be appealed under Article 13.

1.4.3 If a Player retires while serving a period of Ineligibility, such that he/she is no longer bound by and required to comply with these Regulations, that Player may not return to compete in the sport unless:

- (a) he/she has given the Scottish FA, UKAD and FIFA (if applicable) written notice of no less than six months (or notice equivalent to the period of Ineligibility remaining as of the date the Player retired, if that period was longer than six months) of his/her intent to return to competition;
- (b) during that notice period he/she has submitted to the application of these Regulations and to the jurisdiction of the Scottish FA, UKAD, the NADP and CAS (as applicable) under the Regulations, including by making him/herself available for Out-of-Competition Testing and (if requested by UKAD) by providing information as to his/her whereabouts during the notice period in accordance with ISTI Annex I.

1.4.4 Any competitive results obtained in violation of Article 1.4.2 or 1.4.3 shall be Disqualified.

1.4.5 For the avoidance of doubt, a Player who chooses to withdraw or retire from international-level football but who continues to play football for any Club will remain subject to these Regulations, and to the

jurisdiction of the Scottish FA, the NADP, an NADP appeal tribunal, UKAD and CAS (as applicable). Moreover, such Player will remain subject to Testing, including Out-of-Competition Testing, unless and until he/she has retired from playing all forms of football and given written notice of that fact to the Scottish FA and to UKAD

1.5 INTERPRETATION

- 1.5.1 The Appendix to these Regulations shall be considered an integral part of these Regulations.
- 1.5.2 Save where otherwise indicated defined terms used in these Regulations (i.e., those words or phrases starting with capitals) shall have the meaning given to them in the Appendix.
- 1.5.3 The headings used in these Regulations are for convenience only and shall not be deemed part of the substance of these Regulations or to affect in any way the language of the provisions to which they refer.
- 1.5.4 These Regulations shall be interpreted and applied at all times (a) as an independent and autonomous text and not by reference to existing laws or statutes; and (b) in a manner that is consistent with the WADC. The comments annotating various provisions of the WADC shall be used to interpret these Regulations. However, for the avoidance of doubt, in the event of a conflict, contradiction or inconsistency between these Regulations, and the WADC, the FIFA ADR and the UEFA ADR, the FIFA ADR and/or the UEFA ADR (as applicable) shall prevail.

1.6 COMMENCEMENT AND AMENDMENT

- 1.6.1 These Regulations shall come into full force and effect on the Effective Date. They shall not apply retroactively to matters arising prior to the Effective Date; provided, however, that:
- (a) Any case pending prior to the Effective Date, or brought after the Effective Date but based on an anti-doping rule violation that occurred prior to the Effective Date, shall be governed by the rules in force at the time of the anti-doping rule violation, save that (i) Articles 7.10 and 10.7.5 shall apply retroactively (unless, in the case of Article 7.10, the original statute of limitations has already expired by the Effective Date, in which case Article 7.10 shall not apply); and (ii) the anti-doping tribunal hearing the case may decide to apply other provisions from these Regulations as well where doing so benefits the Player or other Person alleged to have committed the Anti-Doping Rule Violation, based on the principle of *lex mitior*.
 - (b) Any Whereabouts Failure (whether a Filing Failure or a Missed Test) declared by the Scottish FA, UKAD or any other Anti-Doping Organisation under rules in force prior to the Effective Date, which has not expired prior to the Effective Date, shall be carried forward and may be relied upon (prior to its expiry in accordance with such rules) as one of the requisite elements of an Anti-Doping Rule Violation under Article 2.4 of these Regulations.
 - (c) With respect to cases where a final decision finding an anti-doping rule violation has been rendered prior to the Effective Date, but the Player or other Person is still serving the period of Ineligibility as of the Effective Date, the Player or other Person may apply to UKAD for a reduction in the period of Ineligibility in light of the 2015 WADC. To be valid, such application must be made before the period of Ineligibility has expired. The decision rendered by UKAD may be appealed pursuant to Article 13.4. The 2015 WADC shall have no application to any anti-doping rule violation case where a final decision finding an anti-doping rule violation has been rendered and the period of Ineligibility has expired.
 - (d) Anti-Doping Rule Violations committed prior to the Effective Date, whether under predecessor versions of these Regulations and/or other relevant rules, count as prior offences for purposes of determining sanctions under Article 10, including Article 10.7 and especially Article 10.7.5. For purposes of assessing the period of Ineligibility for a second violation under Article 10.7.1, where the sanction for the first violation was determined based on pre-2015 WADC rules, the period of Ineligibility which would have been assessed for that first violation had 2015 WADC rules been applicable, shall be applied.

1.6.2 These Regulations can be amended from time to time in accordance with the Articles of Association of the Scottish FA. Amendments by WADA to the WADC, the Prohibited List and any International Standard shall come into effect automatically in the manner set out in the WADC. Such amendments shall be binding upon all Players and other Persons without further formality.

ARTICLE 2: ANTI-DOPING RULE VIOLATIONS

Doping is defined as the occurrence of one or more of the Anti-Doping Rule Violations set forth in Article 2.1 through Article 2.10 of these Regulations.

The purpose of Article 2 is to specify the circumstances and conduct which constitute Anti-Doping Rule Violations. Hearings in doping cases will proceed based on the assertion that one or more of these specific rules have been violated.

Players or other Persons shall be responsible for knowing what constitutes an Anti-Doping Rule Violation and the substances and methods which have been included on the Prohibited List.

The following constitute Anti-Doping Rule Violations:

2.1 PRESENCE OF A PROHIBITED SUBSTANCE OR ITS METABOLITES OR MARKERS IN A PLAYER'S SAMPLE, UNLESS THE PLAYER ESTABLISHES THAT THE PRESENCE IS CONSISTENT WITH A TUE GRANTED IN ACCORDANCE WITH ARTICLE 4

- 2.1.1 It is each Player's personal duty to ensure that no Prohibited Substance enters his/her body. A Player is responsible for any Prohibited Substance or any of its Metabolites or Markers found to be present in his/her Sample. Accordingly, it is not necessary that intent, Fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an Anti-Doping Rule Violation under Article 2.1; nor is the Player's lack of intent, Fault, negligence or knowledge a valid defence to a charge that an Anti-Doping Rule Violation has been committed under Article 2.1.
- 2.1.2 Proof of any of the following to the standard required by Article 8.3.1 is sufficient to establish an Anti-Doping Rule Violation under Article 2.1:
- (a) Presence of a Prohibited Substance or any of its Metabolites or Markers in the Player's A Sample, where the Player waives his/her right to have his/her B Sample analysed and so the B Sample is not analysed;
 - (b) Where the Player's B Sample is analysed and such analysis confirms the presence of the Prohibited Substance or any of its Metabolites or Markers found in the Player's A Sample; or
 - (c) Where the Player's B Sample has been split into two bottles and the analysis of the second bottle confirms the presence of the Prohibited Substance or its Metabolites or Markers found in the first bottle.
- 2.1.3 Except in the case of those substances for which a quantitative threshold is specifically identified in the Prohibited List or other International Standard, the presence of any quantity of a Prohibited Substance or any of its Metabolites or Markers in a Player's Sample shall constitute an Anti-Doping Rule Violation, unless the Player establishes that such presence is consistent with a TUE granted in accordance with Article 4.
- 2.1.4 As an exception to the general rule of Article 2.1.3, the Prohibited List or other International Standard may establish special criteria for the evaluation of Prohibited Substances that can also be produced endogenously.

2.2 USE OR ATTEMPTED USE BY A PLAYER OF A PROHIBITED SUBSTANCE OR A PROHIBITED METHOD, UNLESS THE PLAYER ESTABLISHES THAT THE USE OR ATTEMPTED USE IS CONSISTENT WITH A TUE GRANTED IN ACCORDANCE WITH ARTICLE 4

- 2.2.1 It is each Player's personal duty to ensure that no Prohibited Substance enters his/her body and that he/she does not Use any Prohibited Method. Accordingly, it is not necessary that intent, Fault, negligence or knowing Use on the Player's part be demonstrated in order to establish an Anti-Doping Rule Violation for Use of a Prohibited Substance or a Prohibited Method; nor is the Player's lack of intent, Fault, negligence or knowledge a valid defence to a charge that an Anti-Doping Rule Violation for Use has been committed under Article 2.2.

- 2.2.2 It is necessary to demonstrate intent on the Player's part to establish an Anti-Doping Rule Violation of Attempted Use under Article 2.2.
- 2.2.3 The success or failure of the Use or Attempted Use of a Prohibited Substance or Prohibited Method is not material. For an Anti-Doping Rule Violation to be committed, it is sufficient that the Player Used or Attempted to Use a Prohibited Substance or Prohibited Method.
- 2.2.4 Out-of-Competition Use of a substance that is only prohibited In-Competition is not an Anti-Doping Rule Violation. If, however, an Adverse Analytical Finding is reported for such substance or any of its Metabolites or Markers in respect of a Sample collected In-Competition, that may amount to an Anti-Doping Rule Violation under Article 2.1.

2.3 EVADING, REFUSING OR FAILING TO SUBMIT TO SAMPLE COLLECTION

Evading Sample collection, or without compelling justification, refusing or failing to submit to Sample collection after notification of Testing as authorised in these Regulations or other applicable anti-doping rules.

2.4 WHEREABOUTS FAILURES

- 2.4.1 Any failure to file whereabouts information in accordance with ISTI Article I.3 shall be deemed a "Filing Failure". Any failure to be available for Testing at the declared whereabouts in accordance with ISTI Article I.4 shall be deemed a "Missed Test".
- 2.4.2 Any combination of three Filing Failures and/or Missed Tests committed within a 12-month period by a Player in a Registered Testing Pool, as declared by UKAD or any other Anti-Doping Organisation with the requisite jurisdiction over the Player in accordance with the International Standard for Testing and Investigations shall constitute an Anti-Doping Rule Violation under Article 2.4.

2.5 TAMPERING OR ATTEMPTED TAMPERING WITH ANY PART OF DOPING CONTROL

Conduct that subverts the Doping Control process but that would not otherwise be included in the definition of Prohibited Methods. Tampering shall include, without limitation, intentionally interfering or attempting to interfere with a Doping Control official, providing fraudulent information to an Anti-Doping Organisation or intimidating or attempting to intimidate a potential witness.

2.6 POSSESSION OF A PROHIBITED SUBSTANCE AND/OR A PROHIBITED METHOD

- 2.6.1 Possession by a Player In-Competition of any Prohibited Substance or any Prohibited Method, or Possession by a Player Out-of-Competition of any Prohibited Substance or any Prohibited Method which is prohibited Out-of-Competition unless the Player establishes that the Possession is consistent with a Therapeutic Use Exemption ("TUE") granted in accordance with Article 4 or other acceptable justification.
- 2.6.2 Possession by a Player Support Person In-Competition of any Prohibited Substance or any Prohibited Method, or Possession by a Player Support Person Out-of-Competition of any Prohibited Substance or any Prohibited Method which is prohibited Out-of-Competition in connection with a Player, Competition or training, unless the Player Support Person establishes that the Possession is consistent with a TUE granted to a Player in accordance with Article 4 or other acceptable justification.

2.7 TRAFFICKING OR ATTEMPTED TRAFFICKING IN ANY PROHIBITED SUBSTANCE OR PROHIBITED METHOD

2.8 ADMINISTRATION OR ATTEMPTED ADMINISTRATION TO ANY PLAYER IN-COMPETITION OF ANY PROHIBITED SUBSTANCE OR PROHIBITED METHOD, OR ADMINISTRATION OR ATTEMPTED ADMINISTRATION TO ANY PLAYER OUT-OF-COMPETITION OF ANY PROHIBITED SUBSTANCE OR ANY PROHIBITED METHOD THAT IS PROHIBITED OUT-OF-COMPETITION, UNLESS THE PLAYER ESTABLISHES THAT THE ADMINISTRATION OR ATTEMPTED ADMINISTRATION WAS CONSISTENT WITH A TUE GRANTED IN ACCORDANCE WITH ARTICLE 4

2.9 COMPLICITY

Assisting, encouraging, aiding, abetting, conspiring, covering up or any other type of intentional complicity involving an Anti-Doping Rule Violation, Attempted Anti-Doping Rule Violation or violation of Article 10.12.1 by another Person.

2.10 PROHIBITED ASSOCIATION

2.10.1 Association by a Player or other Person who is subject to the authority of the Scottish FA in a professional or sport-related capacity with any Player Support Person who:

- (a) (if subject to the authority of an Anti-Doping Organisation) is serving a period of Ineligibility; or
- (b) (if not subject to the authority of an Anti-Doping Organisation, and where Ineligibility has not been addressed in a results management process pursuant to these Regulations or the WADC) has been convicted or found in a criminal, disciplinary or professional proceeding to have engaged in conduct which would have constituted a violation of these Regulations or the WADC if WADC-compliant rules had been applicable to such Person. The disqualifying status of such Person shall be in force for the longer of six years from the criminal, professional or disciplinary decision or the duration of the criminal, disciplinary or professional sanction imposed; or
- (c) is serving as a front or intermediary for an individual described in Article 2.10.1(a) or 2.10.1(b).

2.10.2 In order for this provision to apply, it is necessary that (a) the Player or other Person has previously been advised in writing by the Scottish FA, UKAD, or by any other Anti-Doping Organisation with jurisdiction over the Player or other Person, or by WADA, of the Player Support Person's disqualifying status and the potential Consequences of prohibited association; and (b) the Player or other Person can reasonably avoid the association. The Scottish FA and UKAD shall also use reasonable efforts to advise the Player Support Person who is the subject of the notice to the Player or other Person that the Player Support Person may, within 15 days, come forward to the Scottish FA or UKAD to explain that the criteria described in Articles 2.10.1(a) and 2.10.1(b) do not apply to him/her. (For the avoidance of doubt and notwithstanding Article 7.10, this Article 2.10 applies even when the Player Support Person's disqualifying conduct occurred prior to the Effective Date.)

2.10.3 The burden shall be on the Player or other Person to establish that any association with Player Support Personnel described in Article 2.10.1(a) or 2.10.1(b) is not in a professional or sport-related capacity.

2.10.4 If the Scottish FA or UKAD becomes aware of Player Support Personnel who meet the criteria described in Article 2.10.1(a), 2.10.1(b), or 2.10.1(c), it shall submit that information to WADA.

ARTICLE 3: THE PROHIBITED LIST

3.1 INCORPORATION OF THE PROHIBITED LIST

- 3.1.1 These Regulations adopt and incorporate the Prohibited List, as amended from time to time.
- 3.1.2 The Prohibited List may be amended by WADA from time to time in accordance with WADC Article 4.1. Unless provided otherwise by WADA in the Prohibited List or a revision thereto, such amendments shall come into effect automatically under these Regulations three months after publication of the amendments by WADA on its website, without requiring any further action by the Scottish FA or UKAD.
- 3.1.3 All Players and other Persons shall be deemed to accept the Prohibited List, and any amendments thereto, without further formality. It is the responsibility of all Players and other Persons to familiarise themselves with the most up-to-date version of the Prohibited List and related International Standard and all amendments thereto.

3.2 PROHIBITED SUBSTANCES AND PROHIBITED METHODS IDENTIFIED ON THE PROHIBITED LIST

- 3.2.1 The Prohibited List identifies those Prohibited Substances and Prohibited Methods which are prohibited at all times (i.e., both In-Competition and Out-of-Competition) and those additional substances and methods which are prohibited In-Competition only.
- 3.2.2 Prohibited Substances and Prohibited Methods may be included in the Prohibited List by general category (e.g. anabolic agents) or by specific reference to a particular substance or method or sport.

3.3 SPECIFIED SUBSTANCES

- 3.3.1 For purposes of these Regulations, all Prohibited Substances shall be "Specified Substances" except those substances identified on the Prohibited List as not being "Specified Substances" (e.g. substances in the classes of anabolic agents, hormones and certain stimulants, hormone antagonists and modulators, as identified on the Prohibited List). The category of Specified Substances shall not include Prohibited Methods.
- 3.3.2 In the event that WADA expands the Prohibited List by adding a new class of Prohibited Substances, WADA's Executive Committee shall determine whether any or all of the Prohibited Substances within the new class of Prohibited Substances shall be considered Specified Substances within the meaning of Article 3.3.1.

3.4 WADA'S DETERMINATION OF THE PROHIBITED LIST

The following shall be final and shall not be subject to challenge by any Player or other Person based on an argument that the substance or method was not a masking agent or did not have the potential to enhance performance, represent a health risk or violate the spirit of sport:

- 3.4.1 WADA's determination of the Prohibited Substances and Prohibited Methods that will be included on the Prohibited List;
- 3.4.2 WADA's classification of substances into categories on the Prohibited List (e.g., as a Specified Substance or a non-Specified Substance); and
- 3.4.3 WADA's classification of a substance as prohibited at all times or In-Competition only.

ARTICLE 4: THERAPEUTIC USE EXEMPTIONS

4.1 INCORPORATION OF THE INTERNATIONAL STANDARD FOR THERAPEUTIC USE EXEMPTIONS

- 4.1.1 The WADC permits Players to apply for permission to Use, for therapeutic purposes, substances or methods on the Prohibited List whose Use would otherwise be prohibited.
- 4.1.2 The International Standard for Therapeutic Use Exemptions sets out the circumstances in which Players may claim such a therapeutic use exemption (or "TUE"). These Regulations adopt and incorporate that International Standard, as amended from time to time. All Players and other Persons shall be deemed to accept the International Standard and any amendments thereto as binding upon them without further formality.

4.2 SCOPE AND EFFECT OF TUEs

- 4.2.1 The presence of a Prohibited Substance or its Metabolites or Markers, and/or the Use or Attempted Use, Possession or Administration or Attempted Administration of a Prohibited Substance or Prohibited Method shall not be considered an Anti-Doping Rule Violation if it is consistent with the provisions of a TUE validly granted to the Player in question in accordance with these Regulations and the International Standard for Therapeutic Use Exemptions.
- 4.2.2 A Player who is not an International-Level Player should apply to UKAD for a TUE. Any TUE granted to a Player by or on behalf of a Signatory (including any TUE granted prior to the Effective Date) will be recognised under these Regulations in accordance with the terms of the grant, provided that the grant is consistent with the WADC and the criteria set out in the International Standard for Therapeutic Use Exemptions and is within that Signatory's authority. Otherwise, however, a Player required by Article 4.2.4 or Article 4.2.5 to obtain a TUE must obtain one from the UK TUE Committee in accordance with those articles, Article 4.2.6 and Article 4.3.
- 4.2.3 A Player who is an International-Level Player should apply to FIFA for a TUE in accordance with the FIFA ADR. A Player who is due to play in any Match or International Competition sanctioned, organised and convened by FIFA should apply to FIFA for a TUE in accordance with the FIFA ADR. A Player who is due to play in any Match or International Competition sanctioned, organised and convened by UEFA should apply to UEFA for a TUE in accordance with the UEFA ADR.
- (a) Players should note that a TUE granted by the UK TUE Committee shall not be valid for purposes of the FIFA ADR or the UEFA ADR (e.g., if the Player becomes an International-Level Player or competes in an International Competition) unless and until FIFA and/or UEFA (as applicable) recognise that TUE in accordance with the International Standard for Therapeutic Use Exemptions. Players are also warned that TUEs granted by the UK TUE Committee, FIFA or UEFA may not be automatically recognised by Major Event Organisations (e.g. the IOC, for the Olympic Games).
- (b) Pursuant to WADC Article 4.4.3.1, where a Player already has a TUE granted by the UK TUE Committee for the substance or method in question:
- (i) if the TUE granted by the UK TUE Committee meets the criteria set out in the International Standard for Therapeutic Use Exemptions, then FIFA and/or UEFA must recognise it.
- (ii) if FIFA and/or UEFA considers that the TUE granted by the UK TUE Committee does not meet those criteria and so refuses to recognise it, it must notify the Player and UKAD promptly, with reasons. The Player and UKAD shall have 21 days from such notification to refer the matter to WADA for review. If the matter is referred to WADA for review, the TUE granted by the UK TUE Committee remains valid for national-level Competition and Out-of-Competition Testing (but is not valid for international-level Competition) pending WADA's decision. If the matter is not referred to WADA for review, the TUE becomes invalid for any purpose when the 21-day review deadline expires.
- (c) Pursuant to WADC Article 4.4.3.2, where FIFA or UEFA grant a TUE to a Player who did not already have a TUE granted by the UK TUE Committee for the substance or method in question, FIFA or UEFA (as applicable) must notify the Player and UKAD. If UKAD considers that the TUE does

not meet the criteria set out in the International Standard for Therapeutic Use Exemptions, it has 21 days from such notification to refer the matter to WADA for review. If UKAD refers the matter to WADA for review, the TUE granted by FIFA or UEFA (as applicable) remains valid for the international-level Competition in question and Out-of-Competition Testing (but is not valid for national-level Competition) pending WADA's decision. If UKAD does not refer the matter to WADA for review, the TUE granted by FIFA or UEFA (as applicable) becomes valid for national-level Competition as well when the 21-day review deadline expires.

4.2.4 Subject only to Articles 4.2.2 (which provides that a TUE granted by another Signatory, such as FIFA or UEFA, may be recognised under these Regulations) and 4.2.5 (which identifies the limited circumstances in which a TUE may be granted retroactively):

- (a) A Player in the National Registered Testing Pool must obtain a TUE in accordance with Article 4.3 prior to Use or Possession or Administration of the Prohibited Substance or Prohibited Method in question;
- (b) UKAD may also establish a further pool of Players not in the National Registered Testing Pool (the "Domestic Pool") who are required to obtain a TUE in accordance with Article 4.3 prior to Use or Possession or Administration of the Prohibited Substance or Prohibited Method in question; and
- (c) In the event that a Player who is not included in the National Registered Testing Pool or Domestic Pool wishes to obtain a TUE in accordance with Article 4.3 prior to Use, Possession or Administration of the Prohibited Substance or Prohibited Method in question, UKAD may, at its sole and absolute discretion, choose to process the Player's advance TUE application or refer the Player to the procedure for retroactive TUE applications set out in Articles 4.2.5 and 4.2.6.

4.2.5 A TUE may be granted retroactively in the following limited circumstances:

- (a) Where a Player who is not in the National Registered Testing Pool or the Domestic Pool is tested pursuant to these Regulations, and that Player has been Using a Prohibited Substance or Prohibited Method for which he/she is entitled to a TUE;
- (b) Where emergency treatment or treatment of an acute medical condition was necessary;
- (c) Where, due to other exceptional circumstances, there was insufficient time or opportunity for the Player to submit, or for the TUE Committee to consider, an application for the TUE prior to Sample collection; or
- (d) Where it is agreed by UKAD and by WADA that fairness requires the grant of a retroactive TUE.

4.2.6 A Player must submit an application for a retroactive TUE to the UK TUE Committee no later than five working days after an Adverse Analytical Finding is reported in respect of the Sample collected from that Player; provided that:

- (a) UKAD may extend this deadline upon request by the Player for good cause shown; and
- (b) any such TUE application shall be resolved before any Adverse Analytical Finding, Atypical Finding or Adverse Passport Finding relating to that Player's Sample is processed under Articles 7.2, 7.3 or 7.4.

4.2.7 Subject to Articles 4.2.2 and 4.2.3, a Player may not apply to more than one Anti-Doping Organisation for a TUE. A Player who applies for a TUE pursuant to the FIFA ADR, the UEFA ADR or the rules of another Anti-Doping Organisation shall report the grant or denial of the application immediately to UKAD, by sending it copies of the application and the decision.

4.2.8 The submission of false or misleadingly incomplete information in support of a TUE application (including but not limited to the failure to advise of the unsuccessful outcome of a prior application to another Anti-Doping Organisation for such a TUE) may result in a charge of Tampering or Attempted Tampering under Article 2.5.

4.3 GRANT OF A TUE

- 4.3.1 A Player requiring a TUE must apply to the UK TUE Committee in accordance with the TUE application process set out in the UK Anti-Doping Procedures Guide.
- 4.3.2 The UK TUE Committee will determine the TUE application in strict accordance with the criteria set out in the International Standard for Therapeutic Use Exemptions.
- 4.3.3 All decisions by the UK TUE Committee (whether for the grant/denial or recognition/non-recognition of a TUE application) will be notified to the Player in writing by UKAD and made available by UKAD to other Anti-Doping Organisations and WADA via ADAMS or any other system approved by WADA, in accordance with Article 5.4 of the International Standard for Therapeutic Use Exemptions.
- (a) A decision to grant a TUE must specify the dosage(s), frequency, route and duration of Administration of the Prohibited Substance or Prohibited Method in question that the UK TUE Committee is permitting, reflecting the clinical circumstances, as well as any conditions imposed in connection with the TUE.
- (b) A decision to deny a TUE application must include an explanation of the reason(s) for the denial.
- 4.3.4 A TUE will be effective as of the date it is granted (save where a retroactive TUE is granted pursuant to Article 4.2.5, in which case the UK TUE Committee will specify the applicable effective date in its decision) and will have a specified duration as decided on a case by case basis by the UK TUE Committee. The TUE may also be granted subject to such conditions or restrictions as the UK TUE Committee sees fit.
- 4.3.5 A Player may not assume that his/her application for a TUE (or for renewal of a TUE) will be granted. Any Use or Possession or Administration of a Prohibited Substance or Prohibited Method before an application has been granted shall be entirely at the Player's own risk.

4.4 EXPIRATION OR CANCELLATION OF A TUE

- 4.4.1 A TUE granted pursuant to these Regulations:
- (a) shall expire automatically at the end of any term for which it was granted, without the need for any further notice or other formality;
- (b) may be cancelled by the UK TUE Committee if the Player does not promptly comply with any requirements or conditions imposed by the UK TUE Committee upon grant of the TUE;
- (c) may be withdrawn by the UK TUE Committee if it is subsequently determined that the criteria for grant of a TUE are not in fact met; or
- (d) may be reviewed by WADA pursuant to Article 4.5.
- 4.4.2 A Player in a National Registered Testing Pool or Domestic Pool who wishes to continue to Use the Prohibited Substance or Prohibited Method in question after the term for which the TUE has been granted must apply well in advance of the end of the term for renewal of the TUE in accordance with Article 4.3.
- 4.4.3 Cancellation of a TUE pursuant to Article 4.4.1(b) or withdrawal of a TUE pursuant to Article 4.4.1(c) shall be made in writing and notified by UKAD to the Player in accordance with Article 17.2, and made available by UKAD to other Anti-Doping Organisations and WADA via ADAMS or any other system approved by WADA, in accordance with Article 5.4 of the International Standard for Therapeutic Use Exemptions. Such notice shall take effect upon receipt, in accordance with Article 17.2.
- 4.4.4 In the event of an expiration, cancellation or withdrawal of the TUE pursuant to Article 4.4.1, the Player shall not be subject to any Consequences based on his/her Use or Possession or Administration of the Prohibited Substance or Prohibited Method in question in accordance with the TUE at any time prior to the effective date of expiry, cancellation or withdrawal of the TUE. The review pursuant to Article 7.2 or 7.4 of any subsequent Adverse Analytical Finding or Adverse Passport Finding shall include consideration of whether

such finding is consistent with Use of the Prohibited Substance or Method prior to that date, in which event there shall be no case to answer.

4.5 REVIEW OF TUE DECISIONS

- 4.5.1 In accordance with WADC Article 4.4 and Article 8 of the International Standard for Therapeutic Use Exemptions, WADA may review TUE decisions as follows:
- (a) WADA must review any decision by FIFA or UEFA (as applicable) not to recognise a TUE granted by UKAD that is referred to it by UKAD or the Player. In addition, WADA must review any decision by FIFA or UEFA (as applicable) to grant a TUE that is referred to it by UKAD.
 - (b) WADA may review any other TUE decisions at any time, whether upon request by those affected (e.g. at the request of a Player in the National Registered Testing Pool whose application for a TUE has been denied by the UK TUE Committee) or on its own initiative.
 - (c) If the TUE decision being reviewed meets the criteria set out in the International Standard for Therapeutic Use Exemptions, WADA will not interfere with it. If the TUE decision does not meet those criteria, WADA will reverse it.
- 4.5.2 Decisions of FIFA, UEFA, the UK TUE Committee (and decisions of the UK TUE Appeal Panel), and WADA may be challenged by appeal in accordance with Article 13.2.
- 4.5.3 A failure to take action (whether by UEFA, FIFA, the UK TUE Committee, or WADA) within a reasonable time on a properly-submitted TUE application shall be considered a denial of the application for purposes of the appeal rights set out in Article 13.2.
- 4.5.4 Until such time as the grant or denial of a TUE application made pursuant to these Regulations has been reversed pursuant to Article 4.5.1 or Article 4.5.2 (and Article 13.2), such grant or denial shall remain in full force and effect.

ARTICLE 5: TESTING AND INVESTIGATIONS

5.1 INCORPORATION OF THE INTERNATIONAL STANDARD FOR TESTING AND INVESTIGATIONS

These Regulations adopt and incorporate the International Standard for Testing and Investigations, as amended from time to time. All Players and other Persons shall be deemed to accept that International Standard and any amendments thereto as binding upon them without further formality.

5.2 TESTING JURISDICTION

- 5.2.1 All Players (including but not limited to Players in the National Registered Testing Pool) must make themselves available for and must submit to Testing by (or as authorised by) UKAD (urine and/or blood) pursuant to these Regulations at any place and time (whether In-Competition or Out-of-Competition, whether in the UK or overseas).
- 5.2.2 Testing pursuant to these Regulations shall be carried out in accordance with the International Standard for Testing and Investigations in force at the time of Testing. Testing shall only be undertaken under these Regulations for anti-doping purposes, i.e., to obtain analytical evidence as to the Player's compliance (or non-compliance) with the strict prohibition on the presence/Use of Prohibited Substances and Prohibited Methods. For the avoidance of doubt, UKAD may select Players for Target Testing so long as such Target Testing is not used for any purpose other than legitimate anti-doping purposes. Save in exceptional and justifiable circumstances, all Out-of-Competition Testing shall take place without advance notice to the Player in question.
- 5.2.3 A Player shall continue to be subject to UKAD's Testing jurisdiction unless and until he/she retires from sport in accordance with Article 1.4.1.
- 5.2.4 A Player who is in the National Registered Testing Pool shall continue to be subject to the requirements of ISTI Annex I unless and until:
- (a) he/she retires from his/her sport in accordance with Article 1.4.1; or
 - (b) UKAD has informed him/her in writing that he/she no longer satisfies the criteria for inclusion in the National Registered Testing Pool.
- 5.2.5 Other Anti-Doping Organisations may also have jurisdiction to test Players who are subject to these Regulations, in accordance with WADC Article 5. The Scottish FA and UKAD shall recognise such Testing in accordance with WADC Article 15.1 (Application and Recognition of Decisions) and UKAD may bring proceedings against a Player pursuant to these Regulations for an Anti-Doping Rule Violation arising in relation to such Testing.

5.3 IN-COMPETITION TESTING

- 5.3.1 At National Competitions, UKAD shall determine the number of Players to be selected for Testing in each Competition and the procedures for selecting the Players for Testing.
- 5.3.2 At International Competitions held in the United Kingdom, the collection of Samples shall be initiated and directed by the ruling body for the Competition, subject always to the right of UKAD to initiate and conduct such Testing in accordance with WADC Article 5.3.2.

5.4 OUT-OF-COMPETITION TESTING

- 5.4.1 In addition to the general obligation on all Players to submit to Testing, including Out-of-Competition Testing, at any time and place, in accordance with ISTI Article 4.8 and I.2, UKAD shall establish a pool of Players (the "National Registered Testing Pool") who are required to provide whereabouts information in accordance with ISTI Article I.3 and to make themselves available for Testing at such whereabouts in

accordance with ISTI Article I.4. Unless otherwise specified by UKAD, Players in the National Registered Testing Pool shall use ADAMS to file their whereabouts information. This whereabouts information shall be maintained in strict confidence at all times; shall be used exclusively for purposes of planning, coordinating or conducting Doping Control, providing information relevant to the Player Biological Passport or other analytical results, to support an investigation into a potential Anti-Doping Rule Violation; and shall be destroyed after it is no longer relevant for these purposes in accordance with the International Standard for the Protection of Privacy and Personal Information.

5.4.2 Subject to the results management provisions set out at ISTI Article I.5 and Article 7.1.2 of these Regulations:

- (a) the failure of a Player in the National Registered Testing Pool to provide whereabouts information in accordance with ISTI Article I.3 shall be deemed a Filing Failure for purposes of Article 2.4 where the conditions of ISTI Article I.3.6 are met; and
- (b) the failure of a Player in the National Registered Testing Pool to be available for Testing at such whereabouts in accordance with ISTI Article I.4 shall be deemed a Missed Test for purposes of Article 2.4 where the conditions of ISTI Article I.4.3 are met.

5.4.3 A Player will be notified in writing of his/her inclusion in (or removal from) the National Registered Testing Pool. A Player may be included in the National Registered Testing Pool notwithstanding that he/she is also included in an International Registered Testing Pool. In that case, UKAD and FIFA will agree on which of them receives the Player's whereabouts filings and shares it with the other and with other Anti-Doping Organisations with jurisdiction to test that Player in accordance with ISTI Articles I.2.2 and I.2.3 (and, in the absence of agreement, then WADA shall decide which of them shall take that responsibility). In any event, the Player will only be required to file whereabouts information with either UKAD or FIFA.

5.4.4 A Player is personally responsible for compliance with the provisions of this Article 5.4. It is recognised that in practice the relevant whereabouts information may be provided by a third party (e.g. the Club) but it is and remains the personal responsibility of the Player to ensure the accuracy of his whereabouts information and to be available for Testing at such whereabouts at the relevant time.

5.5 ABP TESTING

5.5.1 UKAD shall implement its ABP Programme in accordance with the International Standard for Testing and Investigations, the International Standard for Laboratories, and the ABP Guidelines.

5.5.2 UKAD will designate one or more person(s) to administer and manage the ABP Programme within and on behalf of UKAD (the "Player Passport Management Unit", or "APMU"). UKAD will also appoint suitably qualified, independent experts to form an expert panel ("Expert Panel") for purposes of the ABP Programme.

5.5.3 UKAD will decide, in its sole discretion, which Players will be selected for ABP Testing. UKAD will also decide, consulting as appropriate with the Expert Panel (via the APMU), on the timing of such Testing. UKAD will also coordinate as necessary with other competent Anti-Doping Organisations carrying out ABP Testing in relation to any Player(s). Players consent to UKAD and such other Anti-Doping Organisations sharing their data in relation to such ABP Testing with each other for purposes of their respective ABP Programmes.

5.5.4 Samples that are intended to be part of the ABP Programme will be collected, transported and analysed in accordance with the International Standard for Testing and Investigations, the International Standard for Laboratories, and the mandatory protocols set out in the ABP Guidelines.

5.5.5 The data arising from analysis of such Samples will be processed and reviewed in accordance with the ABP Guidelines to identify Atypical Passport Findings that warrant referral to a single expert from the Expert Panel, and thereafter (in the event that the evaluation of the single expert supports the proposition that the profile is unlikely to be the result of a normal physiological or pathological condition) to a group of three experts from the Expert Panel (composed of the single expert appointed in the initial review and two further experts chosen by the APMU from the Expert Panel), for consideration in accordance with the ABP Guidelines.

- 5.5.6 Where all of the three experts from the Expert Panel, having reviewed the ABP Documentation Package conclude that, subject to any explanation provided by the Player, it is highly likely that the Player Used a Prohibited Substance or Prohibited Method, and unlikely that there is any other plausible explanation for the Atypical Passport Finding, that conclusion (which should include the reasons for the conclusion) (an "Adverse Passport Finding"), shall be dealt with as set out in Article 7.4.

5.6 SELECTION OF PLAYERS FOR TESTING

- 5.6.1 UKAD will select Players for Testing using Target Testing, Weighted and random selection methods, in accordance with the International Standard for Testing and Investigations in force at the time of selection.
- 5.6.2 In order to preserve the ability to conduct Testing without advance notice, those who become aware of the selection of a Player for Testing shall only disclose such information on a strictly need-to-know basis. Any failure to comply with this requirement may result in a charge of Tampering or Attempted Tampering under Article 2.5.

5.7 TESTING OF MINORS

- 5.7.1 Testing of a Player who is a Minor shall be conducted in accordance with ISTI Annex C (Modifications for Players who are Minors).
- 5.7.2 For purposes of these Regulations, consent to Testing shall be deemed from the fact that the Minor has been permitted by his/her parent or guardian to participate in any Match, Competition or activity organised, convened or authorised by the Scottish FA. Confirmation in writing of such consent may be required to be provided at any time. Where the Minor is included in the National Registered Testing Pool or the Domestic Pool, such consent must be confirmed upon notification of inclusion in the pool as a pre-condition to further participation in the sport.

5.8 LIABILITY FOR TESTING

Although every reasonable effort will be made to avoid inconvenience to the Player being tested, no liability shall arise on the part of the Scottish FA or UKAD or any of their respective members, directors, officers, employees, agents or representatives for any inconvenience or loss arising on the part of the Player as a result of such Testing.

5.9 INVESTIGATIONS

- 5.9.1 In addition to conducting the Testing referenced in this Article 5, UKAD shall have the power to gather anti-doping intelligence and conduct investigations in accordance with the requirements of the WADC and the International Standard for Testing and Investigations into matters that may evidence or lead to the discovery of evidence of an Anti-Doping Rule Violation. UKAD shall conduct an automatic investigation of Player Support Personnel within its jurisdiction (i) in the case of any Anti-Doping Rule Violation by a Minor, and (ii) where the Player Support Person has provided support to more than one Player found to have committed an Anti-Doping Rule Violation. Investigations may be conducted in conjunction with, and/or information obtained in such investigations may be shared with, other Anti-Doping Organisations and/or other relevant authorities. UKAD shall have discretion, where it deems appropriate, to stay its own investigation pending the outcome of investigations being conducted by other Anti-Doping Organisations and/or other relevant authorities.
- 5.9.2 In its investigation as to whether there is a case to answer under Article 2, UKAD may seek to obtain additional information from any source, which may include (without limitation):
- (a) Where UKAD considers it appropriate to do so, giving the Player(s) or other Person(s) implicated in the potential Anti-Doping Rule Violation an opportunity, subject to compliance with a strict timetable, to make such submissions as he/she may wish. If UKAD decides to invite such submissions, a formal hearing is not required to be held. Instead, UKAD shall determine how the submissions should be made, such as (for example) in writing, or by telephone conference;

(b) UKAD may make a written demand to a Player or other Person (a "Demand") to furnish to UKAD any information that may evidence or lead to the discovery of evidence of an Anti-Doping Rule Violation, including (without limitation) requiring the Player or other Person to attend an interview and/or to provide a written statement setting forth the Player's or other Person's knowledge of the relevant facts and circumstances. The Player or other Person must furnish such information within seven business days of the making of such Demand, or within such other deadline as may be specified by UKAD. Any information furnished to UKAD shall be kept confidential except when it becomes necessary to disclose such information to further the investigation of and/or to bring proceedings relating to an Anti-Doping Rule Violation, or when such information is reported to administrative, professional, or judicial authorities pursuant to an investigation or prosecution of non-sporting laws or regulations.

- 5.9.3 Where a Player or other Person knows or suspects that any other Player or other Person has committed an Anti-Doping Rule Violation, it shall be the first Player's or other Person's obligation to report such knowledge or suspicion to UKAD as soon as possible. The first Player or other Person shall have a continuing obligation to report any new knowledge or suspicion regarding any Anti-Doping Rule Violation to UKAD, even if the Player's or other Person's prior knowledge or suspicion has already been reported. Failure to comply with any of the foregoing without acceptable justification may be treated as misconduct under the disciplinary rules of the Scottish FA or other applicable disciplinary procedures and may be sanctioned accordingly.
- 5.9.4 Players and other Persons must cooperate fully with investigations conducted pursuant to this Article 5.9. Failure or refusal to do so without acceptable justification may be treated as misconduct under the disciplinary rules of the Scottish FA or other applicable disciplinary procedures and may be sanctioned accordingly.
- 5.9.5 If the Player or other Person subverts or Attempts to subvert the investigation process (e.g., by providing false, misleading or incomplete information, and/or by destroying potential evidence), proceedings may be brought against him or her for violation of Article 2.5 (Tampering or Attempted Tampering).
- 5.9.6 Where, as the result of an investigation under this Article 5.9, UKAD considers that a Player or other Person has a case to answer under Article 2, it shall refer the matter to one or more Independent Reviewers, as appropriate, to be dealt with as set out in Article 7.6.

ARTICLE 6: ANALYSIS OF SAMPLES

6.1 Incorporation of the International Standard for Laboratories

These Regulations adopt and incorporate the International Standard for Laboratories, as amended from time to time. All Players and other Persons shall be deemed to accept the International Standard for Laboratories and any amendments thereto as binding upon them without further formality.

6.2 Use of Accredited and Approved Laboratories

6.2.1 For purposes of detecting the presence of a Prohibited Substance or any of its Metabolites or Markers, or to screen a blood Sample to determine whether the Player's corresponding urine Sample should be analysed, Samples collected under these Regulations shall be sent for analysis only to a WADA-accredited laboratory or a laboratory otherwise approved by WADA selected exclusively by UKAD.

6.2.2 Laboratories shall analyse Samples collected under these Regulations, and shall report the results of such analysis, in compliance with the WADC and the International Standard for Laboratories in force at the time of analysis.

6.2.3 Save in the circumstances set out at Article 7.8.5, UKAD shall be responsible for the costs of analysis of Samples under these Regulations.

6.3 SUBSTANCES SUBJECT TO DETECTION

6.3.1 Samples shall be analysed:

- (a) to detect Prohibited Substances (and their Metabolites or Markers) and Prohibited Methods and other substances as may be directed by WADA pursuant to the Monitoring Programme described in WADC Article 4.5; and/or
- (b) to assist UKAD in profiling relevant parameters in a Player's urine, blood or other matrix, including DNA profiling, or for any other legitimate anti-doping purpose.

6.3.2 Samples may be collected and stored for future analysis for the purposes set out in Article 6.3.1.

6.4 FURTHER ANALYSIS OF SAMPLES

6.4.1 Any Sample may be subject to further analysis by UKAD (provided that it is responsible for results management) at any time before both the A and B Sample analytical results (or A Sample result where B Sample analysis has been waived or will not be performed) have been communicated by UKAD to the Player as the asserted basis for an Article 2.1 Anti-Doping Rule Violation.

6.4.2 Any Sample collected under these Regulations may be stored and subjected to further analysis for the purposes set out in Article 6.3.1 at any time exclusively at the direction of UKAD (provided that it initiated and directed the Sample collection) or WADA. Any Sample storage or further analysis initiated by WADA shall be at WADA's expense. The circumstances and conditions for further analysis of Samples shall conform with the requirements of the International Standard for Laboratories and the International Standard for Testing and Investigations.

6.5 RESEARCH ON SAMPLES

6.5.1 As between the Player and UKAD, Samples provided by a Player under these Regulations shall be the property of UKAD, and UKAD shall be entitled (subject to Article 6.5.2) to determine all matters regarding the analysis and disposal of such Samples.

6.5.2 No Sample may be used for research without the Player's written consent. A Sample used (with the Player's consent) for purposes other than as described in Article 6.3 shall have the identity code removed or shall be transferred into an anonymous container so that it cannot be traced back to the Player.

- 6.5.3 Any Adverse Analytical Finding reported by the laboratory shall be dealt with in accordance with Article 7.2.
- 6.5.4 Any Atypical Finding reported by the laboratory shall be dealt with in accordance with Article 7.3.
- 6.5.5 Any Adverse Passport Finding reported by the laboratory shall be dealt with in accordance with Article 7.4.

ARTICLE 7: RESULTS MANAGEMENT

7.1 RESPONSIBILITY FOR RESULTS MANAGEMENT

7.1.1 Results management and the investigation of potential Anti-Doping Rule Violations shall proceed under these Regulations in accordance with Article 7.1 of the WADC and Article 7.1 of these Regulations. Without prejudice thereto, this includes where the conduct in question:

- (a) was identified by Testing initiated and directed by UKAD pursuant to these Regulations or otherwise arose in relation to these Regulations;
- (b) was identified by Testing conducted pursuant to other applicable rules (e.g. at an International Competition) or otherwise arose in relation to those other rules, and the Anti-Doping Organisation that issued such rules requests or it is otherwise appropriate in all of the circumstances for UKAD to take jurisdiction over the matter; or
- (c) was identified by means other than Testing, and UKAD was the first Anti-Doping Organisation to provide notice to the Player or other Person of an asserted Anti-Doping Rule Violation and it diligently pursues that Anti-Doping Rule Violation.

7.1.2 UKAD shall have results management authority in relation to an Article 2.4 Anti-Doping Rule Violation (subject to ISTI Article I.6) where the Player in question files his/her whereabouts information with UKAD.

- (a) Results management in relation to potential Whereabouts Failures shall be conducted by UKAD in accordance with this Article 7.1.2 and Article I.5 of the International Standard for Testing and Investigations (with the administrative review, if any, carried out by one or more Independent Reviewers in accordance with Article 7.5) in order to determine whether all of the requirements of Article I.3.6 of the International Standard for Testing and Investigations (in the case of a Filing Failure) or all of the requirements of Article I.4.3 of the International Standard for Testing and Investigations (in the case of a Missed Test) are met such that a Whereabouts Failure should be declared and recorded against the Player.
- (b) Where a Whereabouts Failure by a Player who is subject to UKAD's results management authority is uncovered through an attempt by or on behalf of an Anti-Doping Organisation other than UKAD to test that Player, then UKAD shall procure the requisite information and assistance from that other Anti-Doping Organisation pursuant to ISTI Article I.5.2, so that UKAD may carry out its result management in respect of the Whereabouts Failure in accordance with this Article 7.1.2 and Article ISTI Article I.5.
- (c) Where a Player who is subject to UKAD's Article 7.1.2 results management authority is declared to have committed three Whereabouts Failures (i.e. any combination of Filing Failures and/or Missed Tests adding up to three) within any 12-month period, then the matter shall be referred to one or more Independent Reviewer(s) to determine, in accordance with Article 7.5 and ISTI Article I.5.4, whether the Player has a case to answer under Article 2.4.

7.1.3 Where responsibility for results management arises under these Regulations, it shall be undertaken by UKAD. Any dispute between UKAD and another Anti-Doping Organisation over which organisation has results management authority shall be settled by WADA in accordance with WADC Article 7.1.

7.1.4 Where UKAD has responsibility for results management under these Regulations in respect of a case that has been passed to it by FIFA or other Anti-Doping Organisation, UKAD may (at its sole discretion) submit the file received from FIFA or other Anti-Doping Organisation to one or more Independent Reviewer(s) to review the file in accordance with Articles 7.2-7.6 (as applicable).

7.1.5 If a Player or other Person retires while UKAD is conducting the results management process, UKAD retains jurisdiction to complete its results management process. If a Player or other Person retires before any results management process has begun, and UKAD would have had results management authority over the

Player or other Person at the time the Player or other Person committed an Anti-Doping Rule Violation, UKAD has authority to conduct results management in respect of that Anti-Doping Rule Violation.

7.2 REVIEW OF ADVERSE ANALYTICAL FINDINGS

- 7.2.1 Upon receipt of an Adverse Analytical Finding in relation to an A Sample, UKAD (involving Independent Reviewers as appropriate) shall conduct a review of any TUE granted to the Player as well as of the documentation relating to the Doping Control and the A Sample analysis, and any other relevant documentation, to determine whether:
- (a) the presence of the Prohibited Substance or its Metabolite or Marker in the Player's Sample is consistent with a valid and applicable TUE held by the Player (or which could be referred to the retroactive TUE procedure in accordance with Articles 4.2.5 and 4.2.6); or
 - (b) there has been any apparent departure from the International Standard for Testing and Investigations or the International Standard for Laboratories that caused the Adverse Analytical Finding.
- 7.2.2 If it is determined pursuant to Article 7.2.1 either that the Adverse Analytical Finding is consistent with a valid and applicable TUE held by the Player (or with a retroactive TUE), or that there has been an apparent departure from either the International Standard for Testing and Investigations or the International Standard for Laboratories that caused the Adverse Analytical Finding, then UKAD shall advise the Player and each Interested Party of that fact. UKAD shall take no further action in relation to such Adverse Analytical Finding.
- 7.2.3 If pursuant to Article 7.2.1 UKAD determines that there is neither a valid and applicable TUE with which the Adverse Analytical Finding is consistent, nor a departure from either the International Standard for Testing and Investigations or the International Standard for Laboratories that caused the Adverse Analytical Finding, then there shall be deemed to be a case to answer under Article 2 and UKAD shall send the Player a Notice of Charge in accordance with Article 7.7.

7.3 REVIEW OF ATYPICAL FINDINGS

- 7.3.1 As provided in the Prohibited List and/or in the International Standard for Laboratories, where a Prohibited Substance or its Marker or Metabolite that may also be produced endogenously is found to be present in an A Sample, in certain circumstances laboratories are directed to report such presence as an Atypical Finding that should be investigated further. In that case, UKAD (using Independent Reviewers as appropriate) will conduct a review to determine whether:
- (a) the presence of the Prohibited Substance or its Marker or Metabolite in the Player's Sample is consistent with a valid and applicable TUE held by the Player (or which could be referred to the retroactive TUE procedure in accordance with Articles 4.2.5 and 4.2.6); or
 - (b) there has been any apparent departure from the International Standard for Testing and Investigations or from the International Standard for Laboratories that caused the Atypical Finding.
- 7.3.2 If it is determined pursuant to Article 7.3.1 either that the Atypical Finding is consistent with a valid and applicable TUE held by the Player (or with a retroactive TUE), or that there has been an apparent departure from either the International Standard for Testing and Investigations or the International Standard for Laboratories that caused the Atypical Finding, then UKAD shall advise the Player and each Interested Party of that fact. UKAD shall take no further action in relation to such Atypical Finding.
- 7.3.3 If it is determined pursuant to Article 7.3.1 that there is neither a valid and applicable TUE with which the Atypical Finding is consistent, nor a departure from either the International Standard for Testing and Investigations or the International Standard for Laboratories that caused the Atypical Finding, then UKAD may conduct any necessary follow-up investigation.
- 7.3.4 The results of the investigation shall be referred to one or more Independent Reviewers, as appropriate. If the Independent Reviewer(s) conclude(s) that the Atypical Finding should be considered an Adverse

Analytical Finding, such that there is a case to answer under Article 2, UKAD shall send the Player a Notice of Charge in accordance with Article 7.7.

- 7.3.5 Pending the outcome of the investigation, the Atypical Finding shall be kept confidential, save that:
- (a) if it determines that the B Sample should be analysed as part of the investigation, UKAD shall notify the Player in accordance with Article 7.7.1(e), and such notice shall additionally include a description of the Atypical Finding and specify the Player's right to request copies of the A and B Sample laboratory documentation packages; and
 - (b) if requested by the Scottish FA, FIFA or Major Event Organisation or a sports organisation that is about to select Players to participate in an International Competition, UKAD may confirm that the Player has a pending Atypical Finding, after informing the Player.
- 7.3.6 If UKAD decides not to pursue the Atypical Finding as an Adverse Analytical Finding, it shall notify the Player and each Interested Party of that fact. Any Interested Party may either appeal that decision as set out in Article 13 or may elect to treat the Atypical Finding as an Adverse Analytical Finding and initiate proceedings under its own rules.

7.4 REVIEW OF ADVERSE PASSPORT FINDINGS

- 7.4.1 If an Adverse Passport Finding is reported, UKAD will notify the Player and WADA of the Adverse Passport Finding, send the Player a copy of the ABP Documentation Package, invite the Player to provide (by a specified deadline) an alternative explanation for the data on which the Adverse Passport Finding is based, and explain that, in the absence of a satisfactory alternative explanation, UKAD will proceed on the basis that the Player has a case to answer under Article 2.2. UKAD will forward any explanation provided by the Player in response to that notice, together with any information supplied by the Player in support of that explanation, to the three experts from the Expert Panel referred to in Article 5.5.5, for consideration (along with any other information that the three experts deem necessary) in accordance with the ABP Guidelines.
- 7.4.2 If, following such consideration, the three experts from the Expert Panel are no longer unanimously of the view that it is highly likely that the Player Used a Prohibited Substance or Prohibited Method, UKAD shall notify the Player and each Interested Party and (subject to the rights of appeal set out at Article 13) the matter shall not proceed any further.
- 7.4.3 If, following such consideration, the three experts from the Expert Panel maintain, notwithstanding the Player's explanation, that it is highly likely that the Player Used a Prohibited Substance or Prohibited Method, and unlikely that the Adverse Passport Finding is the result of any other cause, then UKAD shall send the Player a Notice of Charge in accordance with Article 7.7.

7.5 REVIEW OF WHEREABOUTS FAILURES

- 7.5.1 Where (in accordance with Article I.5.2 of the International Standard for Testing and Investigations) a Player requests an administrative review of a Filing Failure or Missed Test declared by UKAD (pursuant to Article 7.1.2), UKAD shall refer the file to one or more suitably qualified Independent Reviewer(s), who shall carry out that administrative review in accordance with the applicable Article of the International Standard for Testing and Investigations.
- 7.5.2 If the conclusion following administrative review is that all of the requirements for recording a Whereabouts Failure are not met, UKAD shall so advise the Interested Parties (and the Anti-Doping Organisation that uncovered the Whereabouts Failure, if applicable), giving reasons for that decision. Subject to the rights of appeal set out at Article 13, the matter shall not proceed any further.
- 7.5.3 If the conclusion following administrative review is that all of the requirements for recording a Whereabouts Failure are met, or if the Player does not request an administrative review, UKAD shall notify the Player and shall record the notified Whereabouts Failure against him/her.

- 7.5.4 UKAD shall report a decision to record a Whereabouts Failure against a Player to WADA and all other relevant Anti-Doping Organisations on a confidential basis via ADAMS or another system approved by WADA.
- 7.5.5 Where two Whereabouts Failures have already been recorded against the Player in the 12-month period prior to the alleged Whereabouts Failure under administrative review, if the Independent Reviewer(s) determines(s) that the alleged Whereabouts Failure under review should be recorded against the Player as well, then Article 7.1.2(c) shall apply, and if that/those Independent Reviewer(s) determines(s) there is a case to answer under Article 2.4, then UKAD shall send the Player a Notice of Charge in accordance with Article 7.7.

7.6 REVIEW OF EVIDENCE OTHER THAN ADVERSE ANALYTICAL FINDINGS, ATYPICAL FINDINGS OR ADVERSE PASSPORT FINDINGS

- 7.6.1 Where a matter is referred to one or more Independent Reviewer(s) that involves evidence of a potential Anti-Doping Rule Violation other than an Adverse Analytical Finding, an Atypical Finding or an Adverse Passport Finding, UKAD shall identify one or more Independent Reviewer(s) who have the expertise required by the nature of the particular case to review the evidence to determine whether there is a case to answer under Article 2.
- 7.6.2 Where the Independent Reviewer(s) conclude(s) that there is a case to answer under Article 2, UKAD shall send the Player or other Person a Notice of Charge in accordance with Article 7.7.

7.7 NOTICE OF CHARGE

- 7.7.1 Where it is determined, pursuant to Article 7, that a Player or other Person has a case to answer under Article 2, then UKAD shall as soon as practicable notify the Player or other Person in writing (the "Notice of Charge") of:
- (a) the Anti-Doping Rule Violation(s) that the Player or other Person is charged with committing;
 - (b) a summary of the facts and evidence relied upon by UKAD in support of such charge, and (where the charge is based upon an Adverse Analytical Finding) the Player's right to request copies of the A and B Sample laboratory documentation package which includes information as required by the International Standard for Laboratories;
 - (c) (where applicable) notice of the Provisional Suspension to be imposed on the Player or other Person pursuant to Article 7.9.1 or Article 7.9.2, along with an explanation of the Player's or other Person's Article 7.9.3 rights in relation to such Provisional Suspension;
 - (d) the Consequences applicable under these Regulations if it is established that the Player or other Person has committed the Anti-Doping Rule Violation(s) charged (including identifying any discretion that may exist in relation to such Consequences under these Regulations);
 - (e) where the charge is based on an Adverse Analytical Finding:
 - (i) the right of the Player to promptly request the analysis of the B Sample and, failing such request, the B Sample analysis shall be deemed to be waived;
 - (ii) the scheduled place, time and date for the B Sample analysis if the Player, UKAD or the Scottish FA chooses to request an analysis of the B Sample; and
 - (iii) the right of the Player and/or the Player's representative to attend the analysis of the B Sample, in accordance with Article 7.8;
 - (f) the right of the Player or other Person to respond to the Notice of Charge in one of the following ways:
 - (i) to admit the Anti-Doping Rule Violation(s) charged, and accede to the Consequences specified in the Notice of Charge;

- (ii) to admit the Anti-Doping Rule Violation(s) charged, but to dispute and/or seek to mitigate the Consequences specified in the Notice of Charge, and to have the Consequences determined at a hearing conducted in accordance with Article 8; or
- (iii) to deny the charge, and to have the charge and (if the charge is upheld) any Consequences determined at a hearing conducted in accordance with Article 8;

provided that if the Player or other Person wishes to exercise his/her right to a hearing, he/she must submit a written request for such a hearing so that it is received by UKAD as soon as possible, but in any event within 10 days of the Player's or other Person's receipt of the Notice of Charge. The request must also state how the Player or other Person responds to the charge in the Notice of Charge and must explain (in summary form) the basis for such response. In the event no such response is received by that deadline, the Player or other Person will be deemed to have admitted the Anti-Doping Rule Violation(s) charged, and, unless UKAD (at its sole discretion) refers the determination of the applicable Consequences to a hearing conducted in accordance with Article 8, the Player or other Person shall also be deemed to have acceded to the Consequences specified in the Notice of Charge.

7.7.2 UKAD shall send copies of the Notice of Charge to each Interested Party. The Scottish FA shall also notify the Player's Club of the charge(s) against the Player.

7.7.3 In the Notice of Charge, and/or at any other time prior to the determination of the charge at a hearing, UKAD may invite the Player or other Person to admit the Anti-Doping Rule Violation(s) charged and accede to the specified Consequences.

7.7.4 In the event that UKAD withdraws the Notice of Charge, or the Player or other Person admits the Anti-Doping Rule Violation(s) charged and accedes to the Consequences specified by UKAD (or is deemed to have done so in accordance with Article 7.7.1), neither B Sample analysis nor a hearing is required. Instead, UKAD shall promptly issue a reasoned decision confirming the commission of the Anti-Doping Rule Violation(s) and the imposition of the specified Consequences, shall send notice of the decision to the Player or other Person and to each Interested Party, and shall Publicly Disclose the decision in accordance with Article 8.4.

7.8 B SAMPLE ANALYSIS

7.8.1 If the Player exercises the right to have his/her B Sample analysed, such analysis shall be conducted on the date and at the time and place notified to the Player (in accordance with Article 7.7.1(e)(ii)) and the Player and/or his/her representative shall have a right to attend on that date at the Player's cost to witness the opening and analysis of the B Sample, as shall representatives of UKAD, FIFA and the Scottish FA (at their own cost). If the Player declines to be present or the Player or the Player's representative does not respond to the invitation or if the Player or the Player's representative continuously claims not to be available on the date of the opening of the B Sample, despite reasonable attempts to accommodate their dates, the analysis shall proceed regardless and the laboratory shall arrange for an independent witness to attend the B Sample analysis to verify, in accordance with the International Standard for Laboratories, that the B Sample container shows no signs of tampering and that the identifying numbers correspond to those on the Sample collection documentation. Where a Player has been provisionally suspended (in accordance with Article 7.9.1 or 7.9.2), he shall remain provisionally suspended notwithstanding the fact that he has requested the analysis of his B Sample.

7.8.2 If the Player admits the Anti-Doping Rule Violation(s) charged, and/or does not exercise his/her right to the B Sample analysis (in accordance with Article 7.7.1(e)(i)), he/she will be deemed to have accepted the Adverse Analytical Finding based on the A Sample analysis alone. UKAD may however proceed with such analysis at any time if it believes that it is relevant to the proceedings against the Player, in which case an independent witness shall attend the analysis for the purpose set out in Article 7.8.1.

7.8.3 If the analysis of the B Sample does not confirm the Adverse Analytical Finding in respect of the A Sample, then (unless UKAD charges the Player with Use under Article 2.2) the entire test shall be considered negative and the Player and each Interested Party will be so informed. In such circumstances, the

Notice of Charge will be withdrawn, the proceedings instituted against the Player shall be discontinued, any Provisional Suspension previously imposed on the Player pursuant to Article 7.9 shall be deemed automatically vacated with immediate effect, and no further disciplinary action shall be taken against the Player by UKAD in relation to the original Adverse Analytical Finding (provided, however, that UKAD may investigate why the A Sample did not match the B Sample). In addition, where the Player or the Player's team has been removed from a Match as a result of the Adverse Analytical Finding, if it is still possible (without otherwise affecting the Competition) for the Player or team to be reinstated, the Player or team may be reinstated and continue to take part in the Competition.

7.8.4 If the B Sample analysis confirms (or is deemed to confirm) the Adverse Analytical Finding in respect of the A Sample, then UKAD shall provide the B Sample laboratory documentation package to the Player (if applicable), and the matter shall proceed to a hearing as set out in Article 8. In case of doubt as to whether the B Sample analysis confirms the Adverse Analytical Finding in respect of the A Sample, UKAD may refer the matter to one or more Independent Reviewer(s), as it deems appropriate.

7.8.5 Where Article 7.8.2 and/or 7.8.3 applies, UKAD shall be responsible for the costs of the B Sample analysis. Where Article 7.8.4 applies, UKAD may require the Player to pay the costs of the B Sample analysis.

7.9 PROVISIONAL SUSPENSION

7.9.1 Mandatory Provisional Suspension after an Adverse Analytical Finding:

Where an Adverse Analytical Finding or Adverse Passport Finding is issued against a Player for a Prohibited Substance or for evidence of a Prohibited Method, other than a Specified Substance, and it has been concluded in accordance with Article 7.2 or Article 7.4 that the Player has a case to answer under Article 2, then (subject only to Article 7.9.3) a Provisional Suspension will come into effect automatically on the date specified by UKAD in the Notice of Charge.

7.9.2 Discretionary Provisional Suspension in other cases:

- (a) In all other cases not covered by Article 7.9.1 where it is determined that a Player or other Person has a case to answer under Article 2, unless UKAD decides to disapply this Article 7.9.2 then (subject only to Article 7.9.3) a Provisional Suspension will come into effect automatically on the date specified by UKAD in the Notice of Charge.
- (b) If UKAD disapplies Article 7.9.2(a) so that no date is specified in the Notice of Charge for a Provisional Suspension to come into effect, no Provisional Suspension will come into effect prior to determination of the charge unless so ordered by the NADP on application by UKAD, which application must be based on evidence that was not available to UKAD at the time the Notice of Charge was sent.

7.9.3 A Player's or other Person's right to challenge the imposition of a Provisional Suspension:

A Player or other Person who receives notice of an automatic Provisional Suspension pursuant to Article 7.9.1 or Article 7.9.2(a) has the right to apply to the NADP, either immediately (i.e., before the Provisional Suspension comes into force) or at any time prior to the full hearing, showing cause why the Provisional Suspension should not be imposed (or, where it has been imposed, why it should be lifted), provided that:

- (a) If the Player or other Person applies for an order that the Provisional Suspension not be imposed before the Provisional Suspension comes into effect under Article 7.9.1 or 7.9.2(a), then the Provisional Suspension shall not come into effect pending the decision on the application.
- (b) If the Player or other Person does not make an application before the Provisional Suspension comes into effect under Article 7.9.1 or 7.9.2(a), but makes an application after that date for the Provisional Suspension to be lifted, the Provisional Suspension shall remain in place pending the decision on the application.
- (c) The Provisional Suspension shall be imposed (or shall not be lifted) unless the Player or other Person establishes that:

- (i) the charge(s) has/have no reasonable prospect of being upheld, e.g., because of a patent flaw in the case against the Player or other Person;
- (ii) the Player or other Person has a strong arguable case that he/she bears No Fault or Negligence for the Anti-Doping Rule Violation(s) charged, so that any period of Ineligibility that might otherwise be imposed for such a violation is likely to be completely eliminated by application of Article 10.4;
- (iii) the violation is likely to have involved a Contaminated Product; or
- (iv) some other facts exist that make it clearly unfair, in all of the circumstances, to impose a Provisional Suspension prior to a full hearing on the merits of the charge(s) against the Player or other Person. This ground is to be construed narrowly, and applied only in truly exceptional circumstances. For example, the fact that the Provisional Suspension would prevent the Player or other Person participating in a particular Competition or Competition shall not qualify as exceptional circumstances for these purposes.

7.9.4 Provisional Suspensions may be appealed as provided under Article 13.3.

7.9.5 No Provisional Suspension if B Sample analysis does not confirm A Sample analysis:

In accordance with Article 7.8.3, if the B Sample analysis does not confirm the Adverse Analytical Finding in respect of the A Sample, then no Provisional Suspension shall be imposed upon the Player. If a Provisional Suspension was imposed prior to receipt of the non-confirmatory results of the B Sample analysis, it shall be deemed automatically vacated with immediate effect, without the need for any order from the NADP.

7.9.6 Effect of Provisional Suspension:

A Player or other Person who is subject to a Provisional Suspension may not, during the period of Provisional Suspension, participate in any capacity (or, in the case of a Player Support Person, assist a Player who is participating in any capacity) in any Competition, Competition or other activity organised, convened, authorised or recognised by the Scottish FA or by any body that is a member of, or affiliated to, or licensed by the Scottish FA. In addition, the Scottish FA shall take all steps within its power to have the Provisional Suspension recognised and enforced by all other relevant parties, including in accordance with WADC Article 15.1.

7.9.7 Notice of Provisional Suspension:

- (a) Any Provisional Suspension imposed under this Article 7.9 will be notified to all Interested Parties, but will otherwise remain confidential in accordance with Article 14, save only to the extent disclosure is required to ensure that the Provisional Suspension is recognised and enforced, including in accordance with WADC Article 15.1.
- (b) In all cases where a Player has been notified of an Anti-Doping Rule Violation that does not result in a mandatory Provisional Suspension under Article 7.9.1, the Player shall be offered the opportunity to accept a Provisional Suspension pending the resolution of the matter.

7.9.8 Right to expedited hearing:

A Player who is subject to a Provisional Suspension has the right, if he/she so wishes, to an expedited hearing on the merits of the charge(s) against him/her pursuant to Article 8, to take place (save in exceptional circumstances) no later than 14 days after the date of imposition of the Provisional Suspension.

7.10 STATUTE OF LIMITATIONS

Notwithstanding any other provision of these Regulations, no charge may be brought under these Regulations against a Player or other Person in respect of an Anti-Doping Rule Violation unless he/she has been notified of the Anti-Doping Rule Violation as provided in Article 7.7, or notification has been reasonably attempted, within ten years from the date that the Anti-Doping Rule Violation is asserted to have occurred.

ARTICLE 8: DISCIPLINARY PROCEEDINGS

8.1 JURISDICTION OF THE NADP

The following matters arising under these Regulations shall be submitted for determination by the National Anti-Doping Panel (NADP), in accordance with the NADP Rules, as amended from time to time:

- 8.1.1 A charge that one or more Anti-Doping Rule Violations has been committed: see Article 7.7. Where such charge is upheld, the NADP first instance tribunal will determine what Consequences (if any) should be imposed, in accordance with and pursuant to Articles 9 and 10.
- 8.1.2 An application that a Provisional Suspension not be imposed (or be lifted): see Article 7.9.3.
- 8.1.3 An appeal brought in accordance with Article 13.

8.2 OBSERVERS

Interested Parties who are not joined as a party to the proceedings before the NADP shall have the right (a) to be kept advised of the status and outcome (with reasons) of the proceedings; and (b) to attend all hearings as observers.

8.3 RULES OF EVIDENCE AND PROCEDURE

- 8.3.1 UKAD shall have the burden of establishing that the Player or other Person charged has committed the Anti-Doping Rule Violation(s) specified in the Notice of Charge. To meet that burden, UKAD must establish the Player's or other Person's commission of the Anti-Doping Rule Violation(s) charged to the comfortable satisfaction of the hearing panel, bearing in mind the seriousness of the allegations that are made. This standard of proof in all cases is greater than a mere balance of probability but less than proof beyond a reasonable doubt.
- 8.3.2 Where these Regulations place the burden of proof upon the Player or other Person charged with the commission of an Anti-Doping Rule Violation to rebut a presumption or establish specified facts or circumstances, then the applicable standard of proof shall be by a balance of probability.
- 8.3.3 The hearing panel shall have the power to decide on the admissibility, relevance and weight of any evidence (including the testimony of any fact or expert witness) and shall not be bound by any legal rules in relation to such matters. Facts may be established by any reliable means, including admissions.
- 8.3.4 Analytical methods or decision limits approved by WADA after consultation within the relevant scientific community and which have been the subject of peer review shall be presumed to be scientifically valid. Any Player or other Person seeking to rebut this presumption of scientific validity shall, as a condition precedent to any such challenge, first notify WADA of the challenge and the basis of the challenge. CAS, on its own initiative, may also inform WADA of any such challenge. At WADA's request, the CAS panel shall appoint an appropriate scientific expert to assist the panel in its evaluation of the challenge. Within 10 days of WADA's receipt of such notice, and WADA's receipt of the CAS file, WADA shall also have the right to intervene as a party, appear amicus curiae or otherwise provide evidence in such proceeding.
- 8.3.5 WADA-accredited laboratories, and other laboratories approved by WADA, shall be presumed to have conducted Sample analysis and custodial procedures in accordance with the International Standard for Laboratories. The Player or other Person charged with the commission of an Anti-Doping Rule Violation may rebut this presumption by establishing that a departure from the International Standard for Laboratories occurred that could reasonably have caused the Adverse Analytical Finding (or the factual basis for any other Anti-Doping Rule Violation with which the Player or other Person is charged). If he/she does so, then UKAD shall have the burden of establishing that such departure did not cause the Adverse Analytical Finding (or the factual basis for such other Anti-Doping Rule Violation).

- 8.3.6 Departures from any other International Standard or other anti-doping rule or policy set forth in these Regulations of the WADC that did not cause an Adverse Analytical Finding or the factual basis for any other Anti-Doping Rule Violation with which the Player or other Person is charged shall not invalidate such evidence or results. If the Player or other Person charged with committing the Anti-Doping Rule Violation establishes the occurrence of a departure from another International Standard or other anti-doping rule or policy occurred that could reasonably have caused the Anti-Doping Rule Violation based on an Adverse Analytical Finding or the factual basis for any other Anti-Doping Rule Violation with which the Player or other Person is charged, then UKAD shall have the burden of establishing that such departure did not cause the Adverse Analytical Finding or the factual basis for such other Anti-Doping Rule Violation.
- 8.3.7 Any other deviation from these Regulations or the procedures referred to in these Regulations shall not invalidate any finding, procedure, decision or result under the Regulations unless the Player or other Person relying on such deviation establishes that it casts material doubt on the reliability of that finding, procedure, decision or result, and UKAD is unable to rebut that showing.
- 8.3.8 The facts established by a decision of a court or professional disciplinary tribunal of competent jurisdiction that is not the subject of a pending appeal shall be irrebuttable evidence against the Player or other Person to whom the decision pertained of those facts, unless the Player or other Person establishes that the decision violated principles of natural justice.
- 8.3.9 The hearing panel may draw an inference that is adverse to a Player or other Person charged with commission of an Anti-Doping Rule Violation based on the Player's or other Person's refusal, after a request made in a reasonable time in advance of the hearing, to appear at the hearing (either in person or by telephone, as directed by the hearing panel) and to answer questions put by the hearing panel or UKAD.

8.4 PUBLICATION OF DECISIONS

- 8.4.1 Where the hearing panel determines that an Anti-Doping Rule Violation has been committed, the decision shall be Publicly Reported within 20 days of the decision unless the Player or other Person charged has a right to appeal against the decision, in which case the decision shall not be Publicly Reported (a) until the deadline for appeal has passed and no appeal has been filed; or (b) if an appeal is filed, unless and until the decision that an Anti-Doping Rule Violation was committed is affirmed on appeal (in which case the final appellate decision shall also be Publicly Reported within 20 days of that decision). However, this mandatory Public Reporting requirement shall not apply where the Player or other Person who has been found to have committed an Anti-Doping Rule Violation is a Minor. Any optional Public Reporting in a case involving a Minor shall be proportionate to the facts and circumstances of the case.
- 8.4.2 Where the hearing panel has determined that an Anti-Doping Rule Violation has not been committed, the decision shall not be Publicly Disclosed unless the Player or other Person charged consents to such disclosure. Where the Player or other Person charged does not so consent, a summary of the decision may be published, provided that what is disclosed does not enable the public to identify the Player or other Person charged.
- 8.4.3 Publication shall be accomplished at a minimum by placing the required information on UKAD's website and leaving the information up for the longer of one month or the duration of any period of Ineligibility.

8.5 SINGLE HEARING BEFORE CAS

Anti-Doping Rule Violations asserted against International-Level Players or National-Level Players may, with the consent of the Player, the Scottish FA, UKAD, WADA and any other Anti-Doping Organisation that would have had a right to appeal a first instance hearing decision to CAS all consent, charges asserting Anti-Doping Rule Violations may be heard directly by CAS, with no requirement for a prior hearing.

ARTICLE 9: AUTOMATIC DISQUALIFICATION OF RESULTS

9.1 Disqualification of Competition Results as a Consequence of an Anti-Doping Rule Violation Committed in Connection with or Arising out of an In-Competition test

An Anti-Doping Rule Violation in connection with or arising out of an In-Competition test automatically leads to Disqualification of the Player's result obtained in the Competition in question, with all resulting Consequences, including forfeiture of any medals and prizes.

9.2 Impact of Disqualification on an Opponent's Results

There will be no adjustment of results, medals, titles, points, prizes or other consequences for a team contesting a Match in which a Player of the opposition team is subsequently found to have committed an Anti-Doping Rule Violation, irrespective of any Disqualification of results that may be ordered under these Regulations, unless specific provision is made for such adjustment in the FIFA ADR or in the applicable Match or Competition rules.

ARTICLE 10: INELIGIBILITY SANCTIONS FOR INDIVIDUALS

10.1 DISQUALIFICATION OF COMPETITION RESULTS AS A CONSEQUENCE OF AN ANTI-DOPING RULE VIOLATION COMMITTED DURING OR IN CONNECTION WITH A MATCH IN THE COMPETITION

- 10.1.1 Except as provided in Article 10.1.2, where a Player is found to have committed an Anti-Doping Rule Violation during or in connection with one Match in a Competition, then (in addition to the consequences set out at Article 9.1) the Anti-Doping Rule Violation may (upon the decision of the ruling body) lead to the Disqualification of any individual results obtained by the Player in other Matches in that Competition, with all resulting Consequences, including forfeiture of all medals and prizes. Factors to be included in considering whether to Disqualify other results in a Competition might include, for example, the seriousness of the Player's Anti-Doping Rule Violation and whether the Player tested negative in the other Matches.
- 10.1.2 If the Player establishes that he/she bears No Fault or Negligence for the Anti-Doping Rule Violation in question, the Player's individual results in such other Matches shall not be Disqualified unless UKAD - following consultation with the Scottish FA - establishes that the Player's results in those other Matches were likely to have been affected by the Player's Anti-Doping Rule Violation.

10.2 IMPOSITION OF A PERIOD OF INELIGIBILITY FOR THE PRESENCE, USE OR ATTEMPTED USE, OR POSSESSION OF A PROHIBITED SUBSTANCE AND/OR A PROHIBITED METHOD

The period of Ineligibility for an Anti-Doping Rule Violation under Article 2.1, 2.2 or 2.6 that is the Player's or other Person's first anti-doping offence shall be as follows, subject to potential reduction or suspension pursuant to Article 10.4, 10.5 or 10.6:

- 10.2.1 The period of Ineligibility shall be four years where:
- (a) The Anti-Doping Rule Violation does not involve a Specified Substance, unless the Player or other Person can establish that the Anti-Doping Rule Violation was not intentional.
 - (b) The Anti-Doping Rule Violation involves a Specified Substance and UKAD can establish that the Anti-Doping Rule Violation was intentional.
- 10.2.2 If Article 10.2.1 does not apply, the period of Ineligibility shall be two years.
- 10.2.3 As used in Articles 10.2 and 10.3, the term "intentional" is meant to identify those Players or other Persons who cheat. The term, therefore, requires that the Player or other Person engaged in conduct which he or she knew constituted an Anti-Doping Rule Violation or knew that there was a significant risk that the conduct might constitute or result in an Anti-Doping Rule Violation and manifestly disregarded that risk. An Anti-Doping Rule Violation resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition shall be rebuttably presumed to be not "intentional" if the substance is a Specified Substance and the Player can establish that the Prohibited Substance was Used Out-of-Competition. An Anti-Doping Rule Violation resulting from an Adverse Analytical Finding for a substance which is only prohibited In-Competition shall not be considered "intentional" if the substance is not a Specified Substance and the Player can establish that the Prohibited Substance was Used Out-of-Competition in a context unrelated to sport performance.

10.3 IMPOSITION OF A PERIOD OF INELIGIBILITY FOR OTHER ANTI-DOPING RULE VIOLATIONS

The period of Ineligibility for Anti-Doping Rule Violations other than as provided in Article 10.2 shall be as follows, unless Articles 10.5 or 10.6 are applicable:

- 10.3.1 For an Anti-Doping Rule Violation under Article 2.3 or Article 2.5 that is the Player's or other Person's first anti-doping offence, the period of Ineligibility shall be four years unless, in a case of failing to submit to Sample collection, the Player can establish that the commission of the Anti-Doping Rule Violation was not intentional (as defined in Article 10.2.3), in which case the period of Ineligibility shall be two years.

- 10.3.2 For violations of Article 2.4 that is the Player's first anti-doping offence, the period of Ineligibility shall be two years, subject to reduction down to a minimum of one year, depending on the Player's degree of Fault. The flexibility between two years and one year of Ineligibility in this Article is not available to Players where a pattern of last-minute whereabouts changes or other conduct raises a serious suspicion that the Player was trying to avoid being available for Testing.
- 10.3.3 For an Anti-Doping Rule Violation under Article 2.7 or 2.8 that is the Player's or other Person's first anti-doping offence, the period of Ineligibility shall be a minimum of four years up to lifetime Ineligibility, depending on the seriousness of the violation, provided that:
- (a) An Anti-Doping Rule Violation under Article 2.7 or 2.8 involving a Minor shall be considered a particularly serious offence and, if committed by Player Support Personnel for violations other than those involving Specified Substances, shall result in lifetime Ineligibility for such Player Support Personnel.
 - (b) Significant Anti-Doping Rule Violations under Article 2.7 or 2.8 that may also violate non-sporting laws and regulations shall be reported to the competent administrative, professional or judicial authorities.
- 10.3.4 For an Anti-Doping Rule Violation under Article 2.9 that is the Player's or other Person's first offence, the period of Ineligibility imposed shall be a minimum of two years, up to four years, depending on the seriousness of the violation.
- 10.3.5 For an Anti-Doping Rule Violation under Article 2.10 that is the Player's or other Person's first offence, the period of Ineligibility shall be two years, subject to reduction down to a minimum of one year, depending on the Player's or other Person's degree of Fault and other circumstances of the case.

10.4 ELIMINATION OF THE PERIOD OF INELIGIBILITY WHERE THERE IS NO FAULT OR NEGLIGENCE

If a Player or other Person establishes in an individual case that he/she bears No Fault or Negligence for the Anti-Doping Rule Violation charged, then the otherwise applicable period of Ineligibility shall be eliminated.

10.5 REDUCTION OF THE PERIOD OF INELIGIBILITY BASED ON NO SIGNIFICANT FAULT OR NEGLIGENCE

- 10.5.1 Reduction of Sanctions for Specified Substances or Contaminated Products for Anti-Doping Rule Violations under Article 2.1, 2.2 or 2.6:
- (a) **Specified Substances**
Where the Anti-Doping Rule Violation involves a Specified Substance, and the Player or other Person can establish No Significant Fault or Negligence, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two years of Ineligibility, depending on the Player's or other Person's degree of Fault.
 - (b) **Contaminated Products**
In cases where the Player or other Person can establish No Significant Fault or Negligence and that the detected Prohibited Substance came from a Contaminated Product, then the period of Ineligibility shall be, at a minimum, a reprimand and no period of Ineligibility, and at a maximum, two years Ineligibility, depending on the Player's or other Person's degree of Fault.
- 10.5.2 Application of No Significant Fault or Negligence beyond the Application of Article 10.5.1:
- In an individual case where Article 10.5.1 is not applicable, if a Player or other Person establishes that he/she bears No Significant Fault or Negligence, then (subject to further reduction or elimination as provided in Article 10.6) the otherwise applicable period of Ineligibility may be reduced based on the Player's or other Person's degree of Fault, but the reduced period of Ineligibility may not be less than one-half of the period of Ineligibility otherwise applicable. If the otherwise applicable period of Ineligibility is a lifetime, the reduced period under this Article may be no less than eight years.

10.6 ELIMINATION, REDUCTION, OR SUSPENSION OF THE PERIOD OF INELIGIBILITY OR OTHER CONSEQUENCES FOR REASONS OTHER THAN FAULT

10.6.1 Substantial Assistance in Discovering or Establishing Anti-Doping Rule Violations:

- (a) UKAD may, prior to a final appellate decision under Article 13 or the expiration of the time to appeal, suspend a part of the period of Ineligibility imposed in an individual case in which it has results management authority where the Player or other Person has provided Substantial Assistance to the Scottish FA, an Anti-Doping Organisation, criminal authority or professional disciplinary body which results in: (i) the Scottish FA or an Anti-Doping Organisation discovering or bringing forward an Anti-Doping Rule Violation by another Person, or (ii) a criminal or disciplinary body discovering or bringing forward a criminal offense or the breach of professional rules committed by another Person and the information provided by the Person providing Substantial Assistance is made available to UKAD. After a final appellate decision under Article 13 or the expiration of time to appeal, UKAD may only suspend a part of the otherwise applicable period of Ineligibility with the approval of WADA and FIFA.
- (b) The extent to which the otherwise applicable period of Ineligibility and/or other Consequences may be suspended shall be based on the seriousness of the Anti-Doping Rule Violation committed by the Player or other Person and the significance of the Substantial Assistance provided by the Player or other Person to the effort to eliminate doping in sport. No more than three quarters of the otherwise applicable period of Ineligibility may be suspended. If the otherwise applicable period of Ineligibility is a lifetime, the non-suspended period under this Article must be no less than eight years. If the Player or other Person fails to continue to cooperate and to provide the complete and credible Substantial Assistance upon which a suspension of the period of Ineligibility was based, UKAD shall reinstate the original period of Ineligibility and/or other Consequences. If UKAD decides to reinstate a suspended period of Ineligibility and/or other Consequences or decides not to reinstate a suspended period of Ineligibility and/or other Consequences that decision may be appealed by any Person entitled to appeal under Article 13.
- (c) To further encourage Players and other Persons to provide Substantial Assistance to Anti-Doping Organisations, at the request of UKAD (provided it has results management authority) or at the request of the Player or other Person who has, or has been asserted to have, committed an Anti-Doping Rule Violation, WADA may agree at any stage of the results management process, including after a final appellate decision under Article 13, to what it considers to be an appropriate suspension of the otherwise-applicable period of Ineligibility and other Consequences. In exceptional circumstances, WADA may agree to suspensions of the period of Ineligibility and other Consequences for Substantial Assistance greater than those otherwise provided in this Article, or even no period of Ineligibility, and/or no return of prize money or payment of fines or costs. WADA's approval shall be subject to reinstatement of sanction, as otherwise provided in this Article. Notwithstanding Article 13, WADA's decisions in the context of this Article may not be appealed by any other Anti-Doping Organisation.
- (d) If UKAD suspends any part of an otherwise applicable sanction because of Substantial Assistance, then notice providing justification for the decision shall be provided to each Interested Party. In unique circumstances where WADA determines that it would be in the best interest of anti-doping, WADA may authorise UKAD to enter into appropriate confidentiality agreements limiting or delaying the disclosure of the Substantial Assistance agreement or the nature of Substantial Assistance being provided.
- (e) Where UKAD declines to exercise the discretion conferred on it by this Article 10.6.1, and the matter comes before a hearing panel under Article 8 or an appeal panel under Article 13, the hearing panel/appeal panel (as applicable) may exercise such discretion if the conditions of Article 10.6.1(a) are satisfied. Alternatively, the hearing panel/appeal panel may consider a submission that UKAD, in exercising its discretion under this Article 10.6.1, should have suspended a greater part of the period of Ineligibility.

10.6.2 Admission of an Anti-Doping Rule Violation in the Absence of Other Evidence:

Where a Player or other Person voluntarily admits the commission of an Anti-Doping Rule Violation before having received either (a) notification of a Sample collection that could establish the Anti-Doping Rule

Violation (in the case of an Anti-Doping Rule Violation under Article 2.1), or (b) a Notice of Charge (in the case of any other Anti-Doping Rule Violation), and that admission is the only reliable evidence of the violation at the time of the admission, then the otherwise applicable period of Ineligibility may be reduced, but not by more than one half.

10.6.3 Prompt Admission of an Anti-Doping Rule Violation after being Confronted with a Violation Sanctionable under Article 10.2.1 or Article 10.3.1:

A Player or other Person potentially subject to a four-year sanction under Article 10.2.1 or 10.3.1 (for evading or refusing Sample Collection or Tampering with Sample Collection), may receive a reduction in the period of Ineligibility down to a minimum of two years, depending on the seriousness of the violation and the Player's or other Person's degree of Fault by promptly admitting the asserted Anti-Doping Rule Violation after being confronted with it, upon the approval and at the discretion of WADA and UKAD.

10.6.4 Application of Multiple Grounds for Reduction of a Sanction:

Where a Player or other Person establishes entitlement to a reduction in sanction under more than one provision of Article 10.4, 10.5 or 10.6, before applying any reduction or suspension under Article 10.6, the otherwise applicable period of Ineligibility shall be determined in accordance with Articles 10.2, 10.3, 10.4, and 10.5. If the Player or other Person establishes entitlement to a reduction or suspension of the period of Ineligibility under Article 10.6, then the period of Ineligibility may be reduced or suspended, but not below one-fourth of the otherwise applicable period of Ineligibility.

10.7 MULTIPLE VIOLATIONS

10.7.1 For a Player's or other Person's second Anti-Doping Rule Violation, the period of Ineligibility shall be the greater of:

- (a) six months;
- (b) one-half of the period of Ineligibility imposed for the first Anti-Doping Rule Violation without taking into account any reduction under Article 10.6; or
- (c) twice the period of Ineligibility otherwise applicable to the second Anti-Doping Rule Violation treated as if it were a first violation, without taking into account any reduction under Article 10.6.

The period of Ineligibility established above may then be further reduced by the application of Article 10.6.

10.7.2 A third Anti-Doping Rule Violation will always result in a lifetime period of Ineligibility, except if the third Anti-Doping Rule Violation fulfils the conditions for elimination or reduction of the period of Ineligibility under Article 10.4 or 10.5, or involves an Anti-Doping Rule Violation under Article 2.4. In these particular cases, the period of Ineligibility shall be from eight years to lifetime Ineligibility.

10.7.3 An Anti-Doping Rule Violation for which a Player or other Person has established No Fault or Negligence shall not be considered a prior violation for purposes of this Article.

10.7.4 Additional rules for certain potential multiple offences:

- (a) For the purposes of imposing sanctions under Article 10.7, an Anti-Doping Rule Violation will only be considered a second Anti-Doping Rule Violation if UKAD can establish that the Player or other Person committed the second Anti-Doping Rule Violation after he/she received notice, or after UKAD or its designee made a reasonable attempt to give notice, of the first Anti-Doping Rule Violation. Otherwise, the Anti-Doping Rule Violations shall be considered as one single first Anti-Doping Rule Violation, and the sanction imposed shall be based on the Anti-Doping Rule Violation that carries the more severe sanction.
- (b) If, after the imposition of a sanction for a first Anti-Doping Rule Violation, UKAD discovers a second Anti-Doping Rule Violation by the same Player or other Person that occurred prior to notification of the first Anti-Doping Rule Violation, then an additional sanction shall be imposed based on

the sanction that could have been imposed if the two Anti-Doping Rule Violations had been adjudicated at the same time. Results in all Matches dating back to the earlier Anti-Doping Rule Violation will be subject to Disqualification in accordance with Article 10.8.

10.7.5 Multiple Anti-Doping Rule Violations during a ten-year period:

Any prior Anti-Doping Rule Violation shall only be taken into account for purposes of Article 10.7 if it took place within ten years of the Anti-Doping Rule Violation now under consideration.

10.8 DISQUALIFICATION OF RESULTS IN MATCHES TAKING PLACE AFTER THE COMMISSION OF THE ANTI-DOPING RULE VIOLATION

Unless fairness requires otherwise, in addition to the Disqualification of results under Article 9.1 and Article 10.1, any other results obtained by the Player, in Matches taking place after the date the Sample in question was collected or other Anti-Doping Rule Violation occurred through to the commencement of any Provisional Suspension or Ineligibility period, shall be Disqualified, with all of the resulting Consequences, including forfeiture of any medals, titles, points and prizes.

10.9 ALLOCATION OF CAS COST AWARDS AND FORFEITED PRIZE MONEY

The priority for repayment of CAS cost awards and forfeited prize money shall be: first, payment of costs awarded by CAS; second, reallocation of forfeited prize money to other Players only if provided for in the FIFA ADR and/or the ruling body of the Competition in question; and third, reimbursement of UKAD's expenses in relation to its results management in the case and towards UKAD's costs in enforcing these Regulations.

10.10 FINANCIAL CONSEQUENCES

(Intentionally left blank)

10.11 COMMENCEMENT OF INELIGIBILITY PERIOD

The period of Ineligibility shall start on the date of the final decision providing for Ineligibility, or if the hearing is waived, or there is no hearing, on the date Ineligibility is accepted or otherwise imposed, save as follows:

10.11.1 Delays not attributable to the Player or other Person:

Where there have been substantial delays in the hearing process or other aspects of Doping Control that are not attributable to the Player or other Person charged, the period of Ineligibility may be deemed to have started at an earlier date, commencing as far back as the date of Sample collection or the date on which another Anti-Doping Rule Violation last occurred. All competitive results achieved during the period of Ineligibility, including retroactive Ineligibility, shall be Disqualified.

10.11.2 Timely Admission:

Where the Player or other Person promptly (which means, in any event, before he/she competes again) admits the Anti-Doping Rule Violation after being confronted with it by UKAD, the period of Ineligibility may start as early as the date of Sample collection or the date on which another Anti-Doping Rule Violation last occurred. In each case, however, where this Article is applied, the Player or other Person shall serve at least one-half of the period of Ineligibility going forward from the date the Player or other Person accepted the imposition of a sanction, the date of a hearing decision imposing a sanction, or the date the sanction is otherwise imposed. This Article shall not apply where the period of Ineligibility has already been reduced under Article 10.6.3.

10.11.3 Credit for Provisional Suspension or period of Ineligibility Served:

- (a) Any period of Provisional Suspension (whether imposed or voluntarily accepted) that has been respected by the Player or other Person shall be credited against the total period of Ineligibility to be served. If a period of Ineligibility is served pursuant to a decision that is subsequently appealed, then the Player or other Person shall receive credit for such period of Ineligibility served against any period of Ineligibility which may ultimately be imposed on appeal. To get credit for

any period of voluntary Provisional Suspension, however, the Player or other Person must have given written notice at the beginning of such period to UKAD (and UKAD shall copy that notice to each Interested Party) and have respected the Provisional Suspension.

- (b) No credit against a period of Ineligibility shall be given for any time period before the effective date of the Provisional Suspension (whether imposed or voluntarily accepted), regardless of whether the Player elected not to compete or was suspended by his or her team.
- (c) Where a period of Ineligibility is imposed upon a team, unless fairness requires otherwise, the period of Ineligibility shall start on the date of the final decision providing for Ineligibility or, if the hearing is waived, on the date Ineligibility is accepted or otherwise imposed. Any period of team Provisional Suspension (whether imposed or voluntarily accepted) shall be credited against the total period of Ineligibility served.

10.12 STATUS DURING INELIGIBILITY

- 10.12.1 A Player or other Person who has been declared Ineligible may not, during the period of Ineligibility, participate in any capacity (or, in the case of a Player Support Person, assist any Player participating in any capacity) in a Match, Competition or other activity (other than authorised anti-doping education or rehabilitation programmes) organised, convened, authorised or recognised by (a) the Scottish FA or by any body that is a member of, or affiliated to, or licensed by the Scottish FA; (b) any Signatory; (c) any club or other body that is a member of, or affiliated to, or licensed by, a Signatory or a Signatory's member organisation; (d) any professional league or any international- or national-level Competition organisation; or (e) any elite or national-level sporting activity funded by a governmental agency. In addition, save where the Anti-Doping Rule Violation involved a reduced sanction as described in Article 10.4 or 10.5, some or all financial support or benefits (if any) that the Scottish FA might have otherwise provided to the Player or other Person shall be withheld. In addition, the Scottish FA shall take all steps within its power to have the period of Ineligibility recognised and enforced by all relevant parties, including other Signatories pursuant to WADC Article 15.1.
- 10.12.2 Where a Competition that will take place after the period of Ineligibility has an entry deadline that falls during the period of Ineligibility, the Player may submit an application for entry in the Competition in accordance with that deadline, notwithstanding that at the time of such application he/she is still Ineligible.
- 10.12.3 A Player who is Ineligible shall remain subject to Testing and must provide whereabouts information (as applicable) for that purpose during the period of Ineligibility.
- 10.12.4 The only exceptions to Article 10.12.1 are as follows:
- (a) A Player or other Person who is subject to a period of Ineligibility longer than four years may, after completing four years of the period of Ineligibility, participate as a Player in local sport events not sanctioned or otherwise under the jurisdiction of the Scottish FA or by any body that is a member of, or affiliated to, or licensed by the Scottish FA or a Signatory or member of a Signatory, but only so long as the local sports events are not at a level that could otherwise qualify such Player or other Person directly or indirectly to compete in (or accumulate points towards) a national championship or International Competition, and does not involve the Player or other Person working in any capacity with Minors; and
 - (b) A Player may return to train with a team or to use the facilities of a club or other member organisation of the Scottish FA or a Signatory's member organisation during the shorter of: (1) the last two months of the Player's period of Ineligibility, or (2) the last one-quarter of the period of Ineligibility imposed.
- 10.12.5 If a Player or other Person who is Ineligible violates the prohibition against participation during Ineligibility set out in Article 10.12.1, any results he/she obtained during such participation shall be Disqualified, with all resulting Consequences, including forfeiture of all medals, titles, points and prizes, and a new period of Ineligibility equal in length to the original period of Ineligibility shall be added to the end of the original period of Ineligibility. The new period of Ineligibility may be

adjusted based on the Player's or other Person's degree of Fault and other circumstances of the case. The determination of whether a Player or other Person has violated the prohibition against participation, and whether an adjustment is appropriate, shall be made by the Anti-Doping Organisation which brought the charge that led to the initial period of Ineligibility. This decision may be appealed under Article 13.

10.12.6 Where a Player Support Person or other Person assists a Person in violating the prohibition against participation during Ineligibility, UKAD (or the Anti-Doping Organisation with jurisdiction over such Player Support Person or other Person) shall impose sanctions for an Anti-Doping Rule Violation under Article 2.9 for such assistance.

10.13 AUTOMATIC PUBLICATION OF SANCTION

A mandatory part of each sanction shall include automatic publication, as provided in Articles 8.4 and 13.8.

10.14 REINSTATEMENT

10.14.1 Once a Player's or other Person's period of Ineligibility has expired, provided the Player or other Person has (a) respected Article 10.12.3, (b) respected Article 1.4.3, and (c) satisfied in full all forfeiture penalties due under these Regulations and any costs order made against him/her by an NADP tribunal and/or CAS, the Player or other Person will become automatically re-eligible to compete and no application by the Player or other Person for reinstatement will then be necessary (unless the Player or other Person is otherwise Ineligible for reasons not related to the Anti-Doping Rule Violation for which the expired period of Ineligibility was imposed).

10.14.2 UKAD may - following consultation with and approval of the Scottish FA - establish an instalment plan for payment of any prize money forfeited under these Regulations. The payment schedule may extend beyond any period of Ineligibility imposed on the Player in question. In such a case, the Player will be eligible to compete at the end of the period of Ineligibility provided no sums are overdue under that plan. If sums subsequently become overdue, the Player shall be automatically Ineligible again until all remaining sums payable under such plan (or, at UKAD's absolute discretion, only the overdue amounts) are paid in full.

ARTICLE 11: CONSEQUENCES TO TEAMS

11.1 TARGET TESTING OF TEAMS

Where more than one member of a team has been notified of a possible Anti-Doping Rule Violation in connection with a Competition, the team may be subjected to Target Testing during the Competition Period.

11.2 CONSEQUENCES FOR TEAMS

If more than two members of a team are found to have committed an Anti-Doping Rule Violation during a Competition Period, this shall be treated as misconduct pursuant to the disciplinary rules of the Scottish FA or other applicable disciplinary procedures for which an appropriate sanction may be imposed on the team and its Club (e.g., loss of points, Disqualification from a Match or Competition, or other sanction) over and above any Consequences that are imposed on the individual Players committing an Anti-Doping Rule Violation. In addition, the ruling body of the Competition may provide in the Competition rules for further (Competition-specific) sanctions to be imposed on the team and its Club in such circumstances.

ARTICLE 12:

ARTICLE 13: APPEALS

13.1 APPEAL RIGHTS

Decisions made under these Regulations may be challenged only by appeal exclusively as set out in this Article 13 or as otherwise provided under these Regulations. Such decisions shall remain in effect while under appeal unless the appellate body orders otherwise.

13.2 APPEALS FROM TUE DECISIONS

13.2.1 In the event that the TUE application of a Player who is not an International-Level Player is denied by the UK TUE Committee, the Player and/or the Scottish FA may appeal the decision, in whole or in part, exclusively to the UK TUE Appeal Panel, in the manner set out in the UK Anti-Doping Procedures Guide for Sport.

13.2.2 Decisions of the UK TUE Appeal Panel shall be final and binding and are not subject to appeal (but for the avoidance of doubt, they may still be reviewed by WADA at any time in accordance with Article 4.5.1).

13.2.3 Any TUE decision by FIFA or UEFA that is not reviewed by WADA, or that is reviewed by WADA but is not reversed upon review, may be appealed by the Player and/or UKAD exclusively to CAS.

13.2.4 A decision by WADA to reverse a TUE decision may be appealed by the Player, the Scottish FA, UKAD, UEFA and/or FIFA exclusively to CAS.

13.3 APPEALS FROM PROVISIONAL SUSPENSIONS

13.3.1 If an application under Article 7.9.3 not to impose (or to lift) a Provisional Suspension is rejected, only the Player or other Person upon whom the Provisional Suspension is imposed shall have a right to appeal that decision (save that there shall be no right to appeal a decision not to eliminate a mandatory Provisional Suspension on account of the Player's assertion that the violation is likely to have involved a Contaminated Product). The Player or other Person shall have the right to an immediate expedited appeal in accordance with Articles 13.4 and 13.7. The Provisional Suspension shall remain in effect pending a decision on the merits of the appeal.

13.3.2 If an application under Article 7.9.3 not to impose (or to lift) a Provisional Suspension is granted, that decision shall be final and binding on the parties (subject only to reconsideration in the light of any new evidence), and neither UKAD nor any other Person shall have a right to appeal against it.

13.4 APPEALS FROM OTHER DECISIONS

13.4.1 The following decisions -- a decision that an Anti-Doping Rule Violation was (or was not) committed, a decision imposing (or not imposing) Consequences for an Anti-Doping Rule Violation (other than as provided for in Article 13.3); a decision that a charge cannot go forward for procedural reasons (e.g., because of lapse of time); a decision by WADA not to grant an exception to the six month notice requirement for a retired Player to return to Competition under Article 1.4.2; a decision by WADA assigning results management under WADC Article 7.1; a decision not to bring forward an Adverse Analytical Finding or an Atypical Finding as an Anti-Doping Rule Violation, or a decision not to go forward with a charge after an investigation under Article 7.6; UKAD's failure to comply with Article 7.9; a decision on an application made pursuant to Article 1.6.1(c); a decision that UKAD or a hearing panel lacks jurisdiction to deal with an alleged Anti-Doping Rule Violation or its Consequences; a decision made pursuant to Article 10.6.1 in relation to suspension or reinstatement of a period of Ineligibility; a decision under Article 10.12.5; and a decision not to recognise a decision of another Anti-Doping Organisation under WADC Article 15.1 -- may be appealed by any of the following parties exclusively as provided in this Article 13:

- (a) the Player or other Person who is the subject of the decision being appealed;
- (b) the Scottish FA;
- (c) UKAD;
- (d) FIFA;
- (e) the National Anti-Doping Organisation(s) of the Person's country of residence, country of nationality, and country where he/she is licensed to participate in sport (if different from UKAD);
- (f) any other Anti-Doping Organisation under whose rules a sanction could have been imposed for the Anti-Doping Rule Violation in question;
- (g) the International Olympic Committee or International Paralympic Committee, as applicable, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, including decisions affecting eligibility for the Olympic Games or Paralympic Games; and
- (h) WADA.

In the absence of any such appeal, such decisions shall be final and binding on all of the above Persons.

13.4.2 Subject to Article 13.5, an appeal pursuant to Article 13.4.1 shall be made as follows:

- (a) In a case arising from participation in an International Competition or involving an International-Level Player, the appeal shall be made exclusively to CAS, following the procedures set out in CAS Code of Sports-related Arbitration and in Article 13.7 of these Regulations.
- (b) In all other cases, the appeal shall be made to an NADP appeal tribunal, following the procedures set out in the NADP Rules and in Article 13.7 of these Regulations, unless the parties to the appeal all consent that the appeal should be heard by CAS.

13.5 APPEALS BY WADA

13.5.1 Notwithstanding any other provision of these Regulations, where WADA has a right of appeal under these Regulations against a decision, and no other party has appealed against that decision, WADA may appeal such decision directly to CAS without having first to exhaust any other remedy, including (without limitation) without having to appeal to an NADP appeal tribunal.

13.5.2 Where, in a particular case, UKAD fails to render a decision with respect to whether an Anti-Doping Rule Violation was committed within a reasonable deadline set by WADA, WADA shall have a right of appeal to CAS as if UKAD had rendered a decision finding no Anti-Doping Rule Violation. If CAS determines that an Anti-Doping Rule Violation was committed and that WADA acted reasonably in electing to appeal directly to CAS, then WADA's costs and attorney fees in pursuing the appeal shall be reimbursed to WADA by UKAD.

13.6 APPEALS FROM NADP APPEAL TRIBUNAL DECISIONS

For cases under Article 13.4.2, decisions of an NADP appeal tribunal may be challenged by appeal to CAS only by WADA, FIFA, and, where the decision may have an effect in relation to the Olympic Games or Paralympic Games, by the International Olympic Committee and International Paralympic Committee (as applicable). Subject thereto, decisions of the NADP shall be the full, final and complete disposition of the appeal and will be binding on all of the Persons identified in Article 13.4.1. Any party filing an appeal shall be entitled to assistance from CAS to obtain all relevant information from the Anti-Doping Organisation whose decision is being appealed and the information shall be provided if CAS so directs.

13.7 APPEAL PROCEDURE

- 13.7.1 The time to file an appeal to the NADP or to CAS (as applicable) shall be 21 days from the date of receipt of the decision by the appealing party; save that:
- (a) Within 10 days of receipt of the decision, a potential appellant that was not a party to the proceedings that gave rise to the decision shall have the right to request from the body that issued the decision a copy of the file on which such body relied. It shall then have 21 days from receipt of the file to file an appeal.
 - (b) The filing deadline for an appeal filed by WADA shall be the later of:
 - (i) 21 days after the last day on which any other party in the case could have appealed; and
 - (ii) 21 days after WADA's receipt of a copy of the file on which the body that issued the decision relied.
- 13.7.2 Each Interested Party, if not joined as a party to the appeal, shall have the right to be kept apprised of the status and outcome (with reasons) of the appeal, as well as the right to attend appeal hearings as an observer.
- 13.7.3 Cross appeals and other subsequent appeals by any respondent named in cases brought to CAS under these Regulations or the WADC are specifically permitted. Any party with a right to appeal under this Article 13 must file a cross appeal or subsequent appeal at the latest with the party's answer.
- 13.7.4 The scope of review on appeal includes all issues relevant to the matter and is expressly not limited to the issues or scope of review before the initial decision maker.
- 13.7.5 In making its decision, CAS need not give deference to the discretion exercised by the body whose decision is being appealed.
- 13.7.6 UKAD (or any other Anti-Doping Organisation that is a party to an appeal) shall promptly provide the appeal decision to the Player or other Person and to the Interested Parties. Any Interested Party may, within 15 days of receipt of a decision pursuant this Article 13.7.6, request a copy of the full case file pertaining to the decision.

13.8 PUBLICATION OF DECISIONS

- 13.8.1 A decision on appeal that an Anti-Doping Rule Violation has been committed shall be Publicly Reported within 20 days of the decision, unless a further appeal right exists, in which case the decision shall not be Publicly Reported (a) until the deadline for appeal has passed and no appeal against that decision has been filed; or (b) if an appeal against that decision is filed, unless and until the decision that an Anti-Doping Rule Violation has been committed has been affirmed on appeal (in which case the final appellate decision shall also be Publicly Reported within 20 days of that decision). However, this mandatory Public Reporting requirement shall not apply where the Player or other Person who has been found to have committed an Anti-Doping Rule Violation is a Minor. Any optional Public Reporting in a case involving a Minor shall be proportionate to the facts and circumstances of the case.
- 13.8.2 A decision on appeal that an Anti-Doping Rule Violation has not been committed shall not be Publicly Disclosed unless the Player or other Person who is the subject of the decision consents to such disclosure. Where he/she does not so consent, a summary of the decision may be Publicly Disclosed, provided that what is disclosed does not enable the public to identify the Player or other Person.

ARTICLE 14: CONFIDENTIALITY AND REPORTING

14.1 REPORTING OF PENDING CASES

- 14.1.1 Any notice given to Interested Parties and/or other third parties of pending cases pursuant to these Regulations shall be provided to them on the confidential basis set out in WADC Article 14.1.5.
- 14.1.2 Subject to Article 7.9.7, the identity of a Player or other Person charged with an Anti-Doping Rule Violation shall not be Publicly Disclosed except in accordance with Article 8.4 and Article 13.8. Where such Public Disclosure is permitted under those Articles, the Player's or other Person's identity shall be Publicly Disclosed, including on UKAD's website.
- 14.1.3 UKAD will not comment publicly on the specific facts of a pending case (as opposed to general description of process and science) except in response to public comments attributed to the Player or other Person charged or his/her representatives.
- 14.1.4 UKAD may consult with the Scottish FA at any time in relation to pending investigations and/or cases on the confidential basis set out in WADC Article 14.1.5.

14.2 REPORTING OF TESTING

To ensure efficient use of anti-doping resources, completed tests conducted pursuant to these Regulations shall be reported by UKAD to the WADA clearinghouse, using ADAMS or another system approved by WADA as soon as possible after such tests have been conducted. This information will be made accessible, where appropriate and in accordance with the applicable rules, to the Player, FIFA, and any other Anti-Doping Organisation with Testing authority over the Player.

14.3 REPORTING UNDER THE WADC

The number of Adverse Analytical Findings and Anti-Doping Rule Violations arising under these Regulations shall be Publicly Reported by UKAD, as a minimum on a quarterly basis.

ARTICLE 15: APPLICATION AND RECOGNITION OF DECISIONS

15.1 RECOGNITION OF SIGNATORIES' DECISIONS

The Testing, hearing results or other final adjudications of any Signatory that are consistent with the WADC and are within that Signatory's authority shall be applicable worldwide and shall be recognised and respected by UKAD and the Scottish FA, its member and affiliate organisations, its licensees and all those subject to these Regulations automatically upon receipt of the same, without the need for further formality.

15.2 RECOGNITION OF NON-SIGNATORIES' DECISIONS

UKAD and the Scottish FA shall recognise the measures taken by other bodies which have not accepted the WADC if the rules of those bodies are otherwise consistent with the WADC.

ARTICLE 16: CHALLENGES TO A DECISION OR THESE REGULATIONS

16.1 GOVERNING LAW AND JURISDICTION

- 16.1.1 Subject to Article 1.5.4, these Regulations and all matters and proceedings arising in connection with the Regulations shall be governed by the laws of Scotland.
- 16.1.2 These Regulations shall constitute an agreement to arbitrate, and proceedings before an NADP first instance tribunal pursuant to Article 8, or before an NADP appeal tribunal pursuant to Article 13, shall constitute arbitration proceedings with a seat in England or Wales to which the Arbitration Act 1996 shall apply.
- 16.1.3 To the greatest extent allowable under applicable law:
- (a) any challenge to these Regulations or to a decision made pursuant to these Regulations shall be made exclusively in accordance with the provisions of Article 13, and shall not be made by recourse to any court or other forum; and
 - (b) all Players and other Persons shall be deemed to have waived irrevocably any right to appeal against, to seek review of, or otherwise to challenge any decision made by a first instance NADP tribunal, an NADP appeal tribunal, or a CAS Panel under these Regulations.
- 16.1.4 Subject strictly to Article 16.1.2 and 16.1.3, the courts of Scotland shall have exclusive jurisdiction in relation to these Regulations and any decision made hereunder.

16.2 LIMITATION OF LIABILITY

None of the Scottish FA, UKAD, or any of their respective members, directors, officers, employees, agents, representatives and other Persons involved in the administration of the Regulations shall be liable to any Person in any way, in relation to acts done or omitted to be done in good faith in connection with the enforcement of these Regulations.

16.3 SEVERABILITY

If any part of these Regulations is held invalid, unenforceable or illegal for any reason, these Regulations shall remain otherwise in full force apart from such part, which shall be deemed deleted insofar as it is invalid, unenforceable or illegal.

ARTICLE 17: MISCELLANEOUS

17.1 DATA

The Scottish FA and UKAD shall comply with the WADC and International Standards (including specifically the Protection of Privacy and Personal Information) and with applicable data protection and privacy laws in respect of the handling of personal information provided to them under these Regulations.

17.2 NOTICES

- 17.2.1 All written notices or other written communications given or made under or referred to in these Regulations shall be governed by the provisions of this Article.
- 17.2.2 Each Player in the National Registered Testing Pool or Domestic Pool shall provide the Scottish FA and UKAD with a proper postal address to which notice may be delivered. In the event of a change of address, it is the responsibility of the Player to provide the Scottish FA and UKAD with such amended details.
- 17.2.3 Notice to a Player in the National Registered Testing Pool or Domestic Pool shall be delivered by first class registered post to the address provided by that Player pursuant to Article 17.2.2. Such notice shall be deemed to have been received upon the expiry of three working days after the date of posting.
- 17.2.4 Notice to any other Person shall be accomplished by sending the notice first class registered post to the address provided by that Person to the Scottish FA, or to the last known address of such Person, as applicable. Such notice shall be deemed to have been received upon the expiry of three working days after the date of posting.
- 17.2.5 The Scottish FA or UKAD may, at its discretion, as an alternative to, or in conjunction with notice by post, use any other method of secure and confidential communication available, including but not limited to facsimile, email and/or telephone. In the case of such means of communication, there shall be no deemed receipt; if disputed by the Person, actual receipt must be proved.
- 17.2.6 Written notice or other written communications to the Scottish FA or UKAD given or made under or referred to in these Regulations shall be accomplished by hand delivery or by first class registered post to the Scottish FA or UKAD at its registered office or the fax number listed on its official website and shall be deemed to have been given or served on the Scottish FA or UKAD on the day of delivery (if delivered by hand or faxed before 5pm on a business day; otherwise, on the next business day) or upon the expiry of three working days after the date of posting (if delivered by first class registered post), as applicable.
- 17.2.7 Written notices or other written communications given or made under, or referred to in these Regulations, other than as set out in the preceding sub-articles, shall be accomplished by sending the notice by first class registered post to the address of the addressee. Such notice shall be deemed to have been received upon the expiry of three working days after the date of posting.

17.3 MATTERS NOT OTHERWISE PROVIDED FOR

- 17.3.1 Where a matter arises that is not otherwise provided for in these Regulations, the Person or body called upon to resolve the matter shall have discretion to do so in such manner as he/she/it sees fit, provided that such resolution does not materially undermine the reliability of proceedings under these Regulations or otherwise cause material injustice to the Player or other Person to whom the Regulations are being applied.

APPENDIX: DEFINITIONS

ABP:

See definition of Player Biological Passport.

ABP Documentation Package:

The material produced by the Laboratory and APMU to support an Adverse Passport Finding such as, but not limited to, analytical data, Expert Panel comments, evidence of confounding factors as well as other relevant supporting information.

ABP Guidelines:

WADA's Player Biological Passport Operating Guidelines, as amended by WADA from time to time. In the event that these Regulations are not consistent with the ABP Guidelines as amended from time to time, the ABP Guidelines shall take precedence over these Regulations.

ABP Programme:

The programme and methods of gathering and collating biological Markers on a longitudinal basis to facilitate indirect detection of the Use of Prohibited Substances and Prohibited Methods.

ABP Testing:

The collection, transportation and analysis of Samples to measure individual blood variables for longitudinal profiling as part of the ABP Programme.

ADAMS:

The Anti-Doping Administration and Management System maintained by WADA.

Administration:

Providing, supplying, supervising, facilitating, or otherwise participating in the Use or Attempted Use by another Person of a Prohibited Substance or Prohibited Method. However, this definition shall not include the actions of bona fide medical personnel involving a Prohibited Substance or Prohibited Method used for genuine and legal therapeutic purposes or other acceptable justification and shall not include actions involving Prohibited Substances which are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate that such Prohibited Substances are not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance.

Adverse Analytical Finding:

A report from a WADA-accredited laboratory or other WADA-approved laboratory that, consistent with the International Standard for Testing and related technical documents, identifies in a Sample the presence of a Prohibited Substance or its Metabolites or Markers (including elevated quantities of endogenous substances) or evidence of the Use of a Prohibited Method.

Adverse Passport Finding:

See Article 5.5.6.

Anti-Doping Organisation:

A Signatory that is responsible for adopting rules for initiating, implementing or enforcing any part of the Doping Control process. This includes, for example, the International Olympic Committee, the International Paralympic Committee, other Major Event Organisations that conduct Testing at their Competitions, WADA, FIFA, UEFA and National Anti-Doping Organisations such as UKAD.

Anti-Doping Rule Violation:

One of the prohibited acts or omissions set out at Article 2.

APMU:

See definition of Player Passport Management Unit.

Attempt:

Purposely engaging in conduct that constitutes a substantial step in a course of conduct planned to culminate in the commission of an Anti-Doping Rule Violation. Provided, however, there shall be no Anti-Doping Rule Violation based solely on an Attempt to commit a violation if the Player or other Person renounces the Attempt prior to it being discovered by a third party not involved in the Attempt.

Atypical Finding:

A report from a WADA-accredited laboratory or other WADA-approved laboratory that requires further investigation as provided by the International Standard for Laboratories or related technical documents prior to the determination of an Adverse Analytical Finding.

Atypical Passport Finding:

A report described as an Atypical Passport Finding as described in the applicable International Standards.

CAS:

The Court of Arbitration for Sport in Lausanne, Switzerland.

Club:

A football club playing association football under the jurisdiction of the Scottish FA in accordance with the Articles of Association of the Scottish FA (as amended from time to time).

Competition:

A series of football Matches conducted together under one ruling body (e.g. Olympic Games, FIFA World Cup). The term "Competition" used for the purposes of these Regulations corresponds to the term "Event" in the WADC.

Competition Period:

The time between the beginning and the end of a Competition, as established by the ruling body of the Competition.

Confederation:

A group of Associations recognised by FIFA that belong to the same continent.

Consequences of Anti-Doping Rule Violations (or Consequences):

A Player or other Person's violation of an anti-doping rule may result in one or more of the following:

- (a) Disqualification means the Player's results in a particular Competition or Competition are invalidated, with all resulting Consequences including forfeiture of any medals, titles, points and prizes;
- (b) Ineligibility means the Player or other Person is barred on account of an Anti-Doping Rule Violation for a specified period of time from participating in any Competition or other activity or funding, in accordance with Article 10.12.1; and
- (c) Provisional Suspension means the Player or other Person is barred temporarily from participating in any Match, Competition or other activity organised, convened, authorised or recognised by the Scottish FA or by any body that is a member of, or affiliated to, or licensed by the Scottish FA pending determination of a charge that he/she has committed an Anti-Doping Rule Violation, as provided in Article 7.9.
- (d) Public Disclosure or Public Reporting (or to Publicly Disclose or Publicly Report) means the dissemination or distribution of information to the general public or Persons beyond those Persons entitled to earlier notification in accordance with these Regulations.

Teams may also be subject to Consequences as provided in Article 11.

Contaminated Product:

A product that contains a Prohibited Substance that is not disclosed on the product label or in information available in a reasonable internet search.

Disqualification:

See definition of Consequences of Anti-Doping Rule Violations.

Domestic Pool:

See Article 4.2.4(b).

Doping Control:

All steps and processes from test distribution planning through to ultimate disposition of any appeal, including all steps and processes in between, such as provision of whereabouts information, Sample collection and handling, laboratory analysis, TUEs, results management, hearings and appeals.

Effective Date:

1 July 2017.

Expert Panel:

See Article 5.5.2.

Fault:

Fault is any breach of duty or any lack of care appropriate to a particular situation. Factors to be taken into consideration in assessing a Player or other Person's degree of Fault include, for example, the Player's or other Person's experience, whether the Player or other Person is a Minor, special considerations such as impairment, the degree of risk that should have been perceived by the Player and the level of care and investigation exercised by the Player in relation to what should have been the perceived level of risk. In assessing the Player's or other Person's degree of Fault, the circumstances considered must be specific and relevant to explain the Player's or other Person's departure from the expected standard of behaviour. Thus, for example, the fact that a Player would lose the opportunity to earn large sums of money during a period of Ineligibility, or the fact that the Player only has a short time left in his or her career, or the timing of the sporting calendar, would not be relevant factors to be considered in reducing the period of Ineligibility under Article 10.5.1 or 10.5.2.

Filing Failure:

See Article 2.4.

In-Competition:

Unless provided otherwise in the UEFA or FIFA rules, the period commencing twelve (12) hours before a Match in which the Player is scheduled to participate through to the end of the Sample collection procedure conducted at that Match.

Independent Observers:

A team of observers, under the supervision of WADA, who observe and provide guidance on the Doping Control process at certain Competitions and report on their observations.

Independent Reviewer(s):

One or more suitably qualified experts, who are independent of UKAD, and who are appointed by UKAD to carry out the functions ascribed to Independent Reviewer(s) in these Regulations.

Ineligibility:

See definition of Consequences of Anti-Doping Rule Violations.

Interested Party:

FIFA, WADA, the Scottish FA and any other Anti-Doping Organisation that has a right to appeal the decision in question under Article 13.4.

International Competition:

A Competition where the International Olympic Committee, the International Paralympic Committee, FIFA, UEFA, a Major Event Organisation, or another international sport organisation is the ruling body for the Competition or appoints the technical officials for the Competition. The term "International Competition" in these Regulations corresponds to the term "International Event" in the WADC).

International-Level Player:

Players designated by FIFA or a Confederation as being within FIFA's or the Confederation's Registered Testing Pool (as applicable) and/or a Player who participates in International Competitions (as defined in these Regulations) and/or Competitions under the jurisdiction of a Confederation (e.g. UEFA).

International Registered Testing Pool:

A pool of Players designated by FIFA in accordance with ISTI Article 1.2.

International Standard:

A standard adopted by WADA in support of the WADC (including any technical documents issued pursuant

to such standard). Compliance with an International Standard (as opposed to another alternative standard, practice or procedure) shall be sufficient to conclude that the procedures addressed by the International Standard were performed properly. WADA's Executive Committee may approve revisions to an International Standard at any time, and such revisions shall become effective in relation to the Regulations on the date specified by WADA, without the need for any further action by WADA, the Scottish FA or UKAD. The version of each International Standard that is in effect at the relevant time will be the latest version published on WADA's website (www.wada-ama.org).

International Standard for Laboratories:

The International Standard of the same name adopted by WADA in support of the WADC, which is available on WADA's website (www.wada-ama.org).

International Standard for the Protection of Privacy and Personal Information:

The International Standard of the same name adopted by WADA in support of the WADC, which is available on WADA's website (www.wada-ama.org).

International Standard for Testing and Investigations (or ISTI):

The International Standard of the same name adopted by WADA in support of the WADC, which is available on WADA's website (www.wada-ama.org).

International Standard for Therapeutic Use Exemptions:

The International Standard of the same name adopted by WADA in support of the WADC, which is available on WADA's website (www.wada-ama.org).

ISTI:

See definition of International Standard for Testing and Investigations.

Major Event Organisation:

The continental associations of National Olympic Committees and other international multi-sport organisations that function as the ruling body for any continental, regional or other International Competition.

Marker:

A compound, group of compounds or biological variable(s) that indicate(s) the Use of a Prohibited Substance or Prohibited Method.

Match:

A single football match of association football, whether competitive or friendly. The term "Match" for the purposes of these Regulations corresponds to the term "Competition" in the WADC.

Metabolite:

Any substance produced by a biotransformation process.

Minor:

A natural Person under the age of 18.

Missed Test:

See Article 2.4.

NADP:

See definition of National Anti-Doping Panel.

NADP Rules:

The rules issued by the National Anti-Doping Panel, as amended from time to time, setting out the procedures to be followed by NADP arbitral tribunals and NADP appeal tribunals in matters referred to them under these Regulations. The NADP Rules in force as of 1 January 2015 are available on the NADP website (www.nadp.co.uk).

National Anti-Doping Organisation:

The entity designated by each country as possessing the primary authority and responsibility to adopt and implement anti-doping rules, direct the collection of Samples, the management of test results, and the conduct of hearings at the national level. If this designation has not been made by the competent public authority(ies), the entity shall be the country's National Olympic Committee or its designee. The National Anti-Doping Organisation for the UK is UKAD.

National Anti-Doping Panel:

The panel of arbitrators administered by Sport Resolutions (UK) or its successor to whom matters may be referred under Articles 8 and/or 13.

National Anti-Doping Policy:

The document of that name issued by or on behalf of the UK Government, compliance with which is a condition of eligibility for public funding in the UK.

National Competition:

A Competition held in the UK that does not qualify as an International Competition.

National-Level Player:

Any Person who competes at any level in the sport under the jurisdiction of the Scottish FA and who is not an International-Level Player shall be deemed a "National-Level Player" for purposes of the WADC and the International Standards.

National Olympic Committee:

The organisation recognised by the International Olympic Committee. The term National Olympic Committee shall also include the National Sport Confederation in those countries where the National Sport Confederation assumes typical National Olympic Committee responsibilities in the anti-doping area.

National Registered Testing Pool:

See Article 5.4.1.

No Fault or Negligence:

The Player or other Person establishing that he or she did not know or suspect, and could not reasonably have known or suspected, even with the exercise of utmost caution, that he or she had Used or been administered the Prohibited Substance or Prohibited Method or otherwise violated an anti-doping rule. Except in the case of a Minor, for any violation of Article 2.1, the Player must also establish how the Prohibited Substance entered his/her system.

No Significant Fault or Negligence:

The Player or other Person establishing that his or her Fault or negligence, when viewed in the totality of the circumstances and taking into account the criteria for No Fault or Negligence, was not significant in relation to the Anti-Doping Rule Violation. Except in the case of a Minor, for any violation of Article 2.1, the Player must also establish how the Prohibited Substance entered his/her system.

Out-of-Competition:

Any period which is not In-Competition.

Person:

A natural person or an organisation or other entity.

Player:

Any Person who competes at any level in the sport under the jurisdiction of the Scottish FA; save that for purposes of Article 2.8 and Article 2.9, a Player is any Person who participates at any level in any sport under the authority of any Signatory, government or other sports organisation accepting the WADC.

Player Biological Passport (or ABP):

The program and methods of gathering and collating data as described in the International Standard for Testing and Investigations and International Standard for Laboratories.

Player Passport Management Unit (or APMU):

See Article 5.5.2.

Player Support Person or Player Support Personnel:

Any coach, trainer, manager, agent, team staff, official, nutritionist, medical, paramedical personnel, parent or any other Person working with, treating or assisting a Player participating in or preparing for any Match, training or Competition.

Possession:

The actual, physical Possession, or the constructive Possession (which shall be found only if the Person has exclusive control or intends to exercise control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists); provided, however, that if the Person does not have exclusive control over the Prohibited Substance or Prohibited Method or the premises in which a Prohibited Substance or Prohibited Method exists, constructive Possession shall only be found if the Person knew about the presence of the Prohibited Substance or Prohibited Method and intended to exercise control over it. Provided, however, there shall be no Anti-Doping Rule Violation based solely on Possession if, prior to receiving notification of any kind that the Person has committed an Anti-Doping Rule Violation, the Person has taken concrete action demonstrating that the Person never intended to have Possession and has renounced Possession by explicitly declaring it to an Anti-Doping Organisation. Notwithstanding anything to the contrary in this definition, the purchase (including by any electronic or other means) of a Prohibited Substance or Prohibited Method constitutes Possession by the Person who makes the purchase.

Prohibited List:

The Prohibited List International Standard issued by WADA, identifying the Prohibited Substances and Prohibited Methods, as amended from time to time, which is available on WADA's website (www.wada-ama.org).

Prohibited Method:

Any method so described on the Prohibited List.

Prohibited Substance:

Any substance, or class of substances, so described on the Prohibited List.

Provisional Suspension:

See definition of Consequences of Anti-Doping Rule Violations.

Public Disclosure or Public Reporting (or to Publicly Disclose or Publicly Report):

See definition of Consequences of Anti-Doping Rule Violations.

Registered Testing Pool:

The pool of highest-priority Players established separately at the international level by FIFA and at the national level by UKAD, who are subject to focused In-Competition and Out-of-Competition Testing as part of FIFA's or UKAD's test distribution plan and therefore are required to provide whereabouts information as provided in WADC Article 5.6 and the ISTI.

Regulations:

See Article 1.1.1.

Sample:

Any biological material collected for the purposes of Doping Control. Biological material collected for other purposes (e.g. DNA collected as part of an investigation for identification purposes) shall not be considered a 'Sample' (and so shall not be subject to Article 6 for purposes of these Regulations).

Signatories:

Those entities signing the WADC and agreeing to comply with the WADC, as provided in WADC Article 23.

Specified Substance:

See Article 3.3.1.

Strict Liability:

The rule which provides that under Article 2.1 and Article 2.2, it is not necessary that intent, Fault, negligence, or knowing Use on the Player's part be demonstrated by UKAD in order to establish an Anti-Doping Rule Violation.

Substantial Assistance:

For purposes of Article 10.6.1, a Person providing Substantial Assistance must: (1) fully disclose in a signed written statement all information that he/she possesses in relation to Anti-Doping Rule Violations; and (2) fully cooperate with the investigation and adjudication of any case related to that information, including (for example) by testifying at a hearing if requested to do so by UKAD or the hearing panel. Further, the information provided must be credible and must comprise an important part of any case that is initiated or, if no case is initiated, must have provided a sufficient basis upon which such a case could have been brought.

Tampering:

Altering for an improper purpose or in an improper way; bringing improper influence to bear; interfering improperly; obstructing, misleading or engaging in any fraudulent conduct to alter results or prevent normal procedures from occurring.

Target Testing:

Selection of specific Players for Testing based on criteria set forth in the International Standard for Testing and Investigations.

Team Activity:

All sporting activities (e.g. training, travelling, tactical sessions) on a collective basis with the Player's team or other activities under the supervision of the team (e.g. treatment by a team doctor).

Testing:

The parts of the Doping Control process involving test distribution planning, Sample collection, Sample handling, and Sample transport to the laboratory.

Trafficking:

Selling, giving, transporting, sending, delivering or distributing (or Possessing for any such purpose) a Prohibited Substance or Prohibited Method (either physically or by any electronic or other means) by a Player, Player Support Person or any other Person subject to the jurisdiction of an Anti-Doping Organisation to any third party; provided, however, that this definition shall not include (a) the actions of bona fide medical personnel involving a Prohibited Substance used for genuine and legal therapeutic purposes or other acceptable justification; or (b) actions involving Prohibited Substances which are not prohibited in Out-of-Competition Testing unless the circumstances as a whole demonstrate that such Prohibited Substances were not intended for genuine and legal therapeutic purposes or are intended to enhance sport performance.

TUE:

Therapeutic Use Exemption. See Article 4.1.2.

UKAD:

United Kingdom Anti-Doping Limited.

UK Anti-Doping Procedures Guide:

The document of that name issued by UKAD, as amended by UKAD from time to time, which is available on UKAD's website.

UK TUE Committee:

The committee established by UKAD to review TUE applications in accordance with the UK Anti-Doping Procedures Guide.

UK TUE Appeal Panel:

The panel established by UKAD to hear an appeal regarding a denial or conditional grant of a TUE in accordance with the UK Anti-Doping Procedures Guide.

Use:

The utilisation, application, ingestion, injection or consumption by any means whatsoever of any Prohibited Substance or Prohibited Method.

WADA:

The World Anti-Doping Agency.

WADC:

The World Anti-Doping Code. See Article 1.1.1.

Weighted:

A ranking method of selecting Players using criteria where the ranking is based on the potential risk of doping and possible doping patterns.

Whereabouts Failure:

A Filing Failure or a Missed Test.



SCOTTISH FA
HAMPDEN PARK
GLASGOW
