

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:

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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

This form is to be used by all clubs using the Senior Online Registration System.

Scottish FA



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

PART A Player Details

A1	Surname																									
A2	Forenames																									
A3	Common Name / Previously known as																									
A4	DOB					A5 Player Status Professional <input type="checkbox"/> Amateur <input type="checkbox"/>																				
A6	Place of Birth																									
A7	Country of Birth																									
A8	Nationality																									
A9	Address																									
																					A10 PostCode					
A11	Position	GK <input type="checkbox"/>		DF <input type="checkbox"/>		MF <input type="checkbox"/>		FWD <input type="checkbox"/>		Squad No				Height		Ft			Ins		Weight		St		Lbs	
A12	Email Address																									
																					A13 Player ID					
<p>I agree to be bound by and subject to the Registration Procedures and Articles of Association ("Articles") of the Scottish Football Association ("Scottish FA") and any recognised football body in so much as they may be applicable. The Scottish FA's decision in any dispute shall be final and binding subject to any relevant appeals or arbitration procedures available in terms of the Articles and subject to the relevant appeals procedure within the recognised football body rules, where applicable, having been exhausted.</p>																										
A14	Player's Signature																									
A15	Signing Date:					20		1																		
										<input type="checkbox"/> Agree to Permanent Transfer <input type="checkbox"/> Temporary Transfer (Standard) <input type="checkbox"/> Temporary Transfer (Emergency)																

[illegible]

C1	Club																			Club ID							
C2	Authorised Club Signatory																										
C3	Signature															<input type="checkbox"/> Agree to Permanent Transfer <input type="checkbox"/> Temporary Transfer (Standard) <input type="checkbox"/> Temporary Transfer (Emergency)											
C4	Signing Date:					20		1																			

D1	Transfer Type	Permanent	<input type="checkbox"/>	Must be accompanied by relevant player registration form, contract of employment and any other agreement relating to the transfer, financial or otherwise
		Temporary Transfer (Standard)	<input type="checkbox"/>	Part E must be completed for temporary/emergency transfer and lodged with all appropriate
		Temporary Transfer (Emergency)	<input type="checkbox"/>	correspondence including any supplementary agreements
D2	Was a players' agent used in this transfer by the club or the player? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide in writing agents details			

E1	From	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	201	<input type="text"/>	E2	Expiry	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	201	<input type="text"/>
During this period the player will continue to be paid by the lending club as follows															
E3	Basic Wage £	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Per Week / Month* (Delete as appropriate)				<input type="checkbox"/> Temporary Transfer (Standard) <input type="checkbox"/> Temporary Transfer (Emergency)			

During this period the player will continue to be paid by the lending club as follows:

E3	Basic Wage £						
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Per Week / Month* (Delete as appropriate)

☐ Temporary Transfer (Standard)

- ☐ Temporary Transfer (Emergency)

Bonus and Appearance payments as advised by the borrowing club. A copy of the borrowing club's current bonus and appearance payments schedule must be annexed hereto. Any other provisions should be detailed on a separate sheet and annexed hereto.

The Borrowing Club, where applicable, will reimburse the Lending Club for the Player's wages, bonus and appearance payments within seven days of invoice unless otherwise agreed in writing and advised to the Association and any recognised football body where applicable.

During the period of the temporary transfer the Player will be subject to the regulations and disciplinary procedures of the borrowing club and those of the lending club where applicable.

On termination of the temporary transfer for any reason the Player's registration will automatically revert to the Lending Club subject to a valid contract being effective at that date.

ANY ATTACHED APPENDICES MUST BE COUNTERSIGNED BY ALL RELEVANT PARTIES

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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:

- | | | |
|--|--|--|
| <ol style="list-style-type: none"> 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. 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. 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 | <ol style="list-style-type: none"> 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. 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. 5. The player shall have no claim for wages for any period in which he may be unable to implement the obligations undertaken hereunder. 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. 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, | <ol style="list-style-type: none"> 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. 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.
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.
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. 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. |
|--|--|--|

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 _____ declare that I am the Intermediary used in the negotiation of this contract</p> <p>Signature of Intermediary _____</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 _____</p> <p>Signature of Player _____</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/carers 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 of 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.