



### **REGULATIONS ON THE STATUS AND TRANSFER OF PLAYERS**

Great is the club that does its utmost best to win. Greater is the club that accepts defeat with dignity.

# TABLE OF CONTENTS

<b>DEFINITIONS.....</b>	<b>5</b>
<b>PREAMBLE.....</b>	<b>10</b>
<b>CHAPTER I: INTRODUCTORY PROVISION.....</b>	<b>11</b>
Article 1- Scope.....	11
<b>CHAPTER 2: STATUS OF PLAYERS.....</b>	<b>12</b>
Article 2 – Status of Players.....	12
Article 3 – Reacquisition of Player's Status.....	13
<b>Article 4 – Termination of Player's Activity.....</b>	<b>13</b>
<b>CHAPTER 3: REGISTRATION OF PLAYERS.....</b>	<b>13</b>
Article 5 – Registration of players.....	13
<b>Article 6 – Registration of Foreign Players.....</b>	<b>14</b>
Article 7 – Bridge Transfers.....	15
<b>Article 8 – Registration Period.....</b>	<b>16</b>
Article 9: Player Passport.....	18
Article 10 – Application for Registration Process.....	18
<b>Article 11 –Players Transfer Certificate.....</b>	<b>20</b>
<b>Article 12 – International Transfer Certificate.....</b>	<b>20</b>
<b>Article 13 – Process of Transferring Players.....</b>	<b>20</b>
<b>Article 14 – Transfer Fees.....</b>	<b>22</b>
<b>Article 15 – Loan of Professional Players.....</b>	<b>23</b>
<b>Article 16 – Unregistered Players.....</b>	<b>23</b>
<b>Article 17 – Enforcement of Disciplinary Sanctions.....</b>	<b>23</b>
<b>Article 18: Overdue Payables.....</b>	<b>24</b>
<b>CHAPTER 4: CONTRACTUAL STABILITY.....</b>	<b>25</b>
<b>Article 19 – Respect of Contract.....</b>	<b>25</b>
<b>Article 20 – Terminating a contract with just cause.....</b>	<b>25</b>
<b>Article 21 – Terminating a contract with just cause for outstanding salaries.....</b>	<b>25</b>
<b>Article 22 – Terminating a contract with sporting just cause.....</b>	<b>26</b>

Article 23 – Restriction on terminating a contract during the season.....	26
Article 24: Consequences of terminating a contract without just cause .....	26
Article 25 - Special provisions relating to contracts between professionals and clubs.....	29
Article 26 - Special provisions between amateur and semi-professional and clubs.....	30
CHAPTER 5: THIRD PARTY INFLUENCE AND OWNERSHIP OF PLAYER’S ECONOMIC RIGHTS .....	32
Article 27: Third Party influence on clubs .....	32
Article 28: Third Party ownership of Players’ Economic rights .....	32
CHAPTER 6: INTERNATIONAL TRANSFER OF MINORS .....	33
Article 29: International transfer of minor players .....	33
Article 30: Registration and Reporting of minors at Youth Teams or Academies .....	33
CHAPTER 7: TRAINING COMPENSATION AND SOLIDARITY CONTRIBUTION .....	34
Article 31 – Training Compensation .....	34
Article 32: Solidarity Mechanism .....	38
CHAPTER 8: COMPETENCE OF BFA .....	40
Article 33 – Competence of BFA .....	40
Article 34 – BFA Players Status Committee (PSC).....	41
Article 35 – BFA National Dispute Resolution Chamber (NDRC).....	41
Article 36: Consequences for failure to pay relevant amounts in due time...	41
Article 37 Implementation of decisions and confirmation letters .....	44
Article 38: Transitional measures .....	45
CHAPTER IX: FINAL PROVISIONS .....	45
Article 39: Matters not provided for.....	45
Article 40: Official Languages and Publication.....	45
Article 41: Enforcement.....	46
ANNEXURE A: RELEASE OF PLAYERS TO NATIONAL TEAMS .....	47
1. National Team Selection for Players .....	47
2. Injured Players.....	48

3. Financial implications - Clubs.....	48
4. Penalties for violations .....	49

## DEFINITIONS

For the purpose of these regulations, the terms set out below are defined as follows;

1. Amateur Registration Period: One of the two registration periods prescribed by BFA NEC for the registration of amateur and semi-professional players.
2. Amateur club is a club that is not professional
3. BFA: Botswana Football Association
4. BFL: Botswana Football League which is a BFA Special Member responsible for the organization and administration of the professional league.
5. Former association: the association to which the former club is affiliated.
6. FIFA Connect System: It is a central electronic player registration system operated and managed by BFA whose access will be given to every RFA, Special Members, and every affiliated club for ease of access.
7. FIFA ID: FIFA Identity number as allocated by the FIFA Connect Registration System.
8. Former club: the club that the player is leaving.
9. Fully Registered Player: a player who has been registered and approved in the online system by any competent BFA authority as assigned by the BFA CEO and has been allocated a FIFA ID and MA ID.
10. New Association: the association to which the new club is affiliated.
11. NEC – the BFA National Executive Committee
12. New club: the club that the player is joining.

13. MA ID: Member Association Identity.(the local player identity number ) as allocated by the FIFA Connect Registration System.
14. Normalization Period: A period where corrections and player renewals can be done immediately after the transfer window to normalize all registrations. The period will be 20 days after the transfer period where 15 days will be allocated to all clubs and 5 days to the BFA to make sure all players are approved. No new registration will be done during this period
15. Official matches: matches played within the framework of organized football, such as national league championships, national cups and international championships for clubs, but not including friendly and trial matches.
16. Organized football: association football organized under the auspices of FIFA, CAF, COSAFA and BFA, or authorized by them.
17. Professional Registration Period: One of the two registration periods prescribed by BFA NEC for the registration of Professional players.
18. Protected period: a period of three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28th birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28th birthday of the professional.
19. Season: a 12-month period commencing on the first day of the first registration period fixed by an association in accordance with article 6.
20. Training compensation: the payments made in accordance with Article 31 to cover the development of young players.
21. Minor: a player who has not yet reached the age of 18.
22. Academy: an organization or an independent legal entity whose primary, long-term objective is to provide players with long-term training through the provision of the necessary training facilities and infrastructure. This shall

primarily include, but not be limited to, football training centers, football camps, football schools, etc.

23. Transfer matching system (TMS): a web-based data information system with the primary objective of simplifying the process of international player transfers as well as improving transparency and the flow of information.
24. Third party: a party other than the player being transferred, the two clubs transferring the player from one to the other, or any previous club, with which the player has been registered.
25. Eleven-a-side football: football played in accordance with the Laws of the Game as authorised by the International Football Association Board.
26. Futsal: football played in accordance with the Futsal Laws of the Game that have been drawn up by FIFA in collaboration with the Sub-Committee of the International Football Association Board.
27. Registration: the act of making a written record containing details of a player but not limited to include:
  - the start date of the registration (format: dd/mm/yyyy);
  - the full name (first, middle and last names) of the player; as they appear on their National Identity or birth Certificate
  - date of birth, gender, nationality and status as an amateur, semiprofessional or a professional (as per article 8 of these regulations);
  - the type(s) of football the player will play (eleven-a-side football / futsal / beach soccer);
  - the name of the club at the association where the player will play (including the FIFA ID of the club);
  - the training categorisation of the club at the moment of the registration;
  - the FIFA ID of the player;
  - the FIFA ID of the association.
28. Electronic player registration system: an online electronic information system with the ability to record the registration of all players at their association. The electronic player registration system must be integrated with the FIFA Connect ID Service and the FIFA Connect Interface in order to exchange information electronically. The electronic player registration

system must provide all registration information for all players from the age of 12 through the FIFA Connect Interface and, in particular, must assign each player a FIFA ID utilising the FIFA Connect ID Service.

29. FIFA Connect ID Service: a service provided by FIFA assigning globally valid unique identifiers (the FIFA ID) to individuals, organizations, and facilities, providing duplicate information in case of a second registration of the same entity, and keeping a central record of the current registration(s) of all entities with an assigned FIFA ID.
30. FIFA ID: the worldwide unique identifier given by the FIFA Connect ID Service to each club, association and player.
31. International transfer: the movement of the international registration of a player from one association to another association.
32. National transfer: the movement of the LOCAL registration of a player at an association from one club to another within the same association.
33. Electronic domestic transfer system: an online electronic information system with the ability to administer and monitor all national transfers within an association, in line with the principles of the model implemented at international level through the Transfer Matching System. At a minimum, the system must collect the full name, gender, nationality, date of birth and FIFA ID of the player, the status (amateur or professional as per article 2 paragraph 2 of these regulations), the name and FIFA ID of the two clubs involved in the national transfer, as well as any payments between the clubs, if applicable. The electronic domestic transfer system must be integrated with the electronic registration system of the association and with the FIFA Connect Interface in order to exchange information electronically.
34. Bridge transfer: any two consecutive transfers, national or international, of the same player connected to each other and comprising a registration of that player with the middle club to circumvent the application of the relevant regulations or laws and/or defraud another person or entity.



35. Purely amateur club: a club with no legal, financial or de facto links to a professional club that:
- i. is only permitted to register amateur and/or semi amateur players; or
  - ii. has no registered professional players; or
  - iii. has not registered any professional players in the three years prior to a particular date.
36. FIFA Connect Interface: a technical interface provided by FIFA within the FIFA Connect Programme, used to exchange electronic end-to-end encrypted messages between member associations, and between member associations and FIFA.
37. Training rewards: the mechanisms which compensate training clubs for their role in the training and education of young players, namely training compensation and the solidarity mechanism.
38. Coach: a license carrying individual employed in a football-specific occupation by a professional club, amateur or association whose employment duties consist of one or more of the following:
- i. training and coaching players,
  - ii. selecting players for matches and competitions,
  - iii. taking tactical choices during matches and competitions; and/or
  - iv. employment requires the holding of a coaching licence in accordance with a domestic or continental licensing regulation.
39. Professional club: a club that is not a purely amateur club.
40. Maternity leave: a minimum period of 14 weeks' paid absence granted to a female player due to her pregnancy, of which a minimum of eight weeks must occur after the birth of the child.

Reference is also made to the Definitions section in the FIFA Statutes.

NB: Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice-versa.

## PREAMBLE

These Regulations deals with the status and eligibility of Players, as well as the Rules applicable whenever Players move between Clubs which are members of the Botswana Football Association (BFA) and from and to other National Associations.

Where a particular matter is not adequately covered in these Regulations on the Status and Transfer of Player, provisions in the relevant FIFA Statutes shall apply. Otherwise, these Regulations on the Status and Transfer of Player shall be applied as part of BFA Play rules and Regulations and/or in conjunction with other relevant BFA and FIFA Statutes and Principles.

These regulations came into effect on the ..... 2022.

## CHAPTER I: INTRODUCTORY PROVISION

### Article 1- Scope

- 1.1 These regulations lay down binding rules concerning the status of players, their eligibility to participate in organised football and official matches, and their transfer between clubs affiliated to the BFA.
- 1.2 These provisions are binding for all Members of the BFA and all clubs affiliated to the BFA.
- 1.3 The use of the FIFA Connect system is mandatory for all national new registrations, renewals and transfers of professional, amateur and youth players (both male and female) within the scope of eleven-a-side football. Any registration of a player for a new club without the use of the FIFA Connect system shall be invalid. For international transfers, the FIFA Transfer Matching System shall be preferred and binding to all parties.
- 1.4 These Regulations are intended to uphold principles pertaining to the protection of contractual stability and paying due respect to mandatory national laws. In this regard, in particular, the following principles shall be mandatory:
  - a) All contracts must be respected;
  - b) All contracts may be terminated by either party without consequences where there is just cause;
  - c) contracts may be terminated by professionals with sporting just cause;
  - d) contracts cannot be terminated during the course of the season subject to certain provisions in these Regulations;
  - e) In the event of termination of contract without just cause, compensation shall be payable and that such compensation may be stipulated in the contract;
  - f) In the event of termination of contract without just cause, sporting sanctions may be imposed on the party in breach.
- 1.5 These Regulations also govern the release of players to national teams in accordance with the provisions of Annexe-1.

## CHAPTER 2: STATUS OF PLAYERS

### Article 2 – Status of Players

- 2.1 Players participating in organised football are either semi-professionals, professionals, or amateurs.
- 2.2 A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs and filed with Botswana Football League. A standard contract to be signed by the professional player shall be issued by the BFL board in agreement with the Botswana Football Players Union.
- 2.3 A semi-professional is a player who has a written agreement with a club and is afforded an agreed allowance/s as per the signed agreement by both and filed at the respective Regional Football Association. A standard agreement to be signed by semiprofessional players shall be issued by the BFA Secretariat.
- 2.4 All other players who are neither a professional player nor semi-professional player shall be considered as amateur players. An amateur standard registration form to be signed by amateur players shall be issued by the BFA Secretariat.
- 2.5 All players participating in the Botswana Premier League shall be registered as professionals.
- 2.6 All players participating in the First Division Leagues shall be registered as professionals, semi-professionals or amateurs.
- 2.7 All players registered in the BFA Regional Leagues shall either be registered as amateurs or semi-professionals.
- 2.8 Provided that all foreign players shall be registered as professionals regardless of where they are participating.

### Article 3 – Reacquisition of Player's Status

- 3.1 A player registered as a professional may not re-register as an amateur until at least 30 days after his last match as a professional.
- 3.2 No compensation is payable upon reacquisition of amateur status. If a player re-registers as a professional within 30 months of being reinstated as an amateur, his new club shall pay training compensation in accordance with article 28.

### Article 4 – Termination of Player's Activity

- 4.1 Professional players who end their careers upon expiry of their contracts and semi-professional who terminate their activity shall remain registered at their last club for a period of 18 months from the day they played their last official match.
- 4.2 A club of a professional or semi- professional player who ends his career upon expiry of his contract shall not be entitled to claim compensation of any kind from him.
- 4.3 If within the period mentioned in Article 4.1 above, a player who has ended his career wishes to start playing again with the same professional status, he shall remain registered with the club with which he was last employed.

## CHAPTER 3: REGISTRATION OF PLAYERS

### Article 5 – Registration of players

- 5.1 All player registrations (i.e. new registrations, renewals, loaning and/or transfers etc.) whether professional, semi-professional, or amateur shall be done through the FIFA Connect System or any other system as adopted by the BFA NEC. For new registrations, the system will assign each player a FIFA ID and MA ID after a successful registration. Only fully registered

players identified with a FIFA ID or MA ID are eligible to participate in organized football.

- 5.2 An amateur club shall be allowed to register up to ten (10) senior players and an additional thirty (30) development players (up to 20 years) to make a maximum of forty (40) players at any given time for its main team. As an exception to this rule, Professional clubs shall be guided by their governing statutes as to how many players they can register as approved by the BFL board and ratified by the BFA NEC.
- 5.3 A player may only be registered with one club at a time for the purpose of playing organized football. However, Players may be registered with a maximum of three (3) clubs during one (1) season. During this period, the player is only eligible to play official matches for two (2) clubs. As an exception to this rule, a player moving between two (2) clubs belonging to associations with overlapping seasons (i.e. start of the season in summer/autumn as opposed to winter/spring) may be eligible to play in official matches for a third club during the relevant season, provided he has fully complied with his contractual obligations and relevant statutes of the new association.
- 5.4 Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a player may not play official matches for more than two clubs competing in the same national Tournaments or cups during the same season, subject to stricter individual competition regulations of member associations.
- 5.5 Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a player may not play official matches for more than two clubs competing in the same national Tournaments or cups during the same season, subject to stricter individual competition regulations of member associations.

## **Article 6 – Registration of Foreign Players**

- 6.1 A foreign Player is any Player who is not a Botswana citizen unless the player has obtained permanent residence in terms of the Botswana Immigration Laws.

- 6.2 Foreign Players shall only be allowed to be registered at the National Leagues and can only be registered as Professionals.
- 6.3 A Club in the Botswana Football League may not have more than five (5) foreign Players contracted with it at any point in time.
- 6.4 A Club in the Botswana Football League may include a maximum of three (3) of its registered foreign Players in the starting line-up for each match.
- 6.5 A club shall not register a foreign Player unless:
  - 6.5.1 He has a valid residence permit;
  - 6.5.2 He has a valid work permit or proof of submission of an application or a temporary/waver work permit, authorising him to play for the new team;
  - 6.5.3 He has a duly signed contract with the club;
  - 6.5.4 He has fulfilled all other requirements for registration and/or transfer of a player in terms of these Regulations.
  - 6.5.4 He has 3 or more caps in any of their national teams. This is effective from the 2023-2024 season and it shall apply to new registrations from the 2023-2024 season or that season's first registration period. For players up to the age of eighteen (17) no caps are required. This does not apply to foreign players with running contracts but once their contracts expire this rule shall apply upon renewal.

## **Article 7 – Bridge Transfers**

- 7.1 No club or player shall be involved in a Bridge transfer.
- 7.2 It shall be presumed, unless established to the contrary, that if two consecutive national transfers, of the same player occur within a period of 16 weeks, the parties (clubs and players) involved in those two transfers have participated in a Bridge transfer.

- 7.3 The BFA Disciplinary Committee, in accordance with the BFA Disciplinary Code and any other BFA Statutes, will impose sanctions on any party subject to the BFA Constitution and regulations involved in a Bridge transfer.

## **Article 8 – Registration Period**

- 8.1 Professional Players may only be registered during one of the two annual professional registration periods fixed by the BFA National Executive Committee and communicated to and approved by FIFA.

8.1.1 A professional whose contract has expired or was terminated by either party prior to the end of a registration period may be registered outside the registration period.

8.1.2 BFA is authorized to register such professionals provided due consideration is given to the sporting integrity of the Official Matches. Where a contract has been terminated with just cause, BFA may take provisional measures in order to avoid abuse.

- i. As a temporary exception to this provision, a professional whose contract has expired or terminated as a result of illness or a declared pandemic has the right to be registered by the BFA outside a registration period, regardless of the date of expiry or termination.
- ii. As an exception to paragraph 1, a club shall be allowed to promote and register any player they have registered with their development sides at any time outside the transfer window provided it does not exhaust the quota as defined in Article 5.2.
- iii. As an exception to paragraph 8.1, a club may be allowed to replace an injured player with a passive player or player registered with their development sides subject to providing proof and confirmation from a registered medical practitioner that the injured player will not play any more games for that particular team in that particular season.
- iv. As an exception to this provision, a foreign player whose work permit or residence permit is delayed due to the government processes and the registration period ends, shall be allowed to be registered once the



documents are available provided the period does not exceed 30 days after the registration period ends.

- 8.2 Amateurs and Semi-Amateurs (including Women Football) players may only be registered to play for a club during the term of either one of two (2) amateur registration periods per year fixed by BFA NEC. No amateur players will be registered outside the prescribed windows or renewed beyond the normalization period.
- i. As an exception to paragraph 8.2, a female player may be registered outside of a Registration Period to temporarily replace a female player that has taken Maternity leave. The period of the contract or agreement of the temporary replacement female player shall, unless otherwise mutually agreed, be from the date of registration until the day before the start of the first Registration Period after the return of the female player that has taken Maternity leave.
  - ii. A female player may be registered outside of a Registration Period upon completion of her maternity leave.
  - iii. As an exception to paragraph 8.2, a club shall be allowed to promote and register any player they have registered with their development sides at any time outside the transfer window provided it does not exhaust the quota as set out in Article 5.2.
  - iv. As an exception to paragraph 8.2, a club may be allowed to replace an injured with a passive player or player registered with their development side subject to providing proof and confirmation from a registered medical practitioner that the injured player will not play any more games for that particular team.
- 8.4 The first registration period for the purpose of Article 8.1 read with Article 8.2 above shall begin on the first day of the Season or at a date as directed by the BFA NEC from time to time. This period may not exceed twelve (12) weeks. The second registration period shall normally occur in the middle of the season and may not exceed four (4) weeks. The two professional registration periods for the season shall be entered into TMS at least 12 months before they come into force, all of this, in accordance

with art. 6 par. 2 of the FIFA Regulations on the Status and Transfer of Players. The Amateur registration period shall be communicated six (6) months before coming into effect.

- 8.4 The normalization period will begin immediately after the last day of any of the prescribed transfer windows. No players shall be register during this period.

#### Article 9: Player Passport

- 9.1 The BFA will provide the clubs for which the player is registered with a player's passport (not to be confused with a travel document and hereinafter referred to as "Player Passport") containing the relevant details of the player and will indicate the club(s) for which the player has been registered since the season of his 12th Birthday. If the Birthday falls between the seasons, the player shall be listed in the player passport for the club for which he was registered in the season following his birthday.

#### Article 10 – Application for Registration Process

- 10.1 The application for registration of professional players must be made and submitted, together with a Certified copy of the Identity card or passport (for foreigners), a Passport size photo with a clear background (no hats, earrings and mask), a copy of the player's contract, copy of Medical Certificate (not more than 6 months), copy of International Clearance Certificate (where applicable), copy Proof of payment (issued by relevant structure) and all other essential information required for the success of Registration process into the BFA FIFA Connect System before the end of the relevant Registration Period. If there are errors in the registration information or documents submitted, corrections have to be made and approved within the normalization period.
- 10.2 The application for registration of an amateur and semi professional-players must be made and submitted, together with a Certified copy of the Identity card or passport, Passport size photo with a clear background (no hats, earrings and mask),and copy of the player's standard agreement form (for semi-Professional players), copy of Medical Certificate (not more than 6 months for semi-amateur), copy of International Clearance Certificate (where applicable), copy Proof of

payment (issued by relevant structure) and all other essential information required for the success of Registration process in the BFA FIFA Connect System before the end of the relevant Registration Period. If there are errors in the registration information or documents submitted, corrections have to be made and approved within the normalization period.

- 10.3 No transfers, or loaning and no new registrations of players shall be done during the normalization period. Only passive players may be renewed during this period subject to fulfillment of Article 10.1 read with article 10.2 and also read with article 5.2 of these regulations.
- 10.4 All applications for registration of a professional player which have been submitted without the copy of the player's contract and/or after the expiry of the time limit provided for under Article 8.1 shall be considered invalid and such player's registration shall be deemed to be incomplete. Such a player shall be ineligible to play in any Official Matches for the club with which the player is being sought to be registered with unless directed otherwise by the BFA Players Status Committee. Article 7.2 IV shall apply to Foreign Players.
- 10.5 All renewals and/or amendments made to the player's contract after the said contract has been submitted into the BFA FIFA Connect System, as well as all additional agreements made subsequent to the submission of the player contract into the BFA FIFA Connect System, shall be submitted to the relevant office before the end of the ongoing or upcoming Registration Period, whichever the case may be.
- 10.6 Failure to submit the respective renewal and/or amendment and/or additional agreement in the manner provided under Article 10.4 shall mean that the change in the status of the player's registration as a result of the renewal and/or amendment and/or additional agreement shall be invalid and incomplete.
- 10.7 After all applications are made as per article 10.1 read with article 10.2, the BFA Competent Authorities responsible for approving applications as appointed by the BFA CEO shall immediately start approving the players in the FIFA Connect System and will continue approving the players until the end of the normalization period. No player shall be approved after

the normalization period unless otherwise directed by the BFA Players Status Committee.

### **Article 11 –Players Transfer Certificate**

- 11.1 Players registered with one Club may only be registered with a New Club, once a Players Transfer Certificate (PTC) has been issued and signed by the former club. Any provisions to the contrary shall be null and void and the provisions of these Regulations shall supersede over such provisions to the contrary. A PTC is not required for a player under the age of 10 years.
- 11.2 After receipt of the PTC in the case of a player who is under the age of 23, The BFA shall inform the originating club(s) that trained and educated the player between the ages of 12 and 23 in writing of the registration of the player as a professional.
- 11.3 In addition to the PTC, when an amateur player is transferred, they will be requested to sign a new amateur standard registration form with the new team.

### **Article 12 – International Transfer Certificate**

- 12.1 Players registered with another association may only be registered with BFA affiliated club once the latter has received an International Transfer Certificate (hereinafter: ITC) from the former association. An ITC is not required for a player under the age of 10 years.
- 12.2 After receipt of the ITC in the case of a player who is under the age of 23, The BFA shall inform the originating association(s) of the club(s) that trained and educated the player between the ages of 12 and 23 (cf. article xxx of FIFA Regulations on the Status and Transfer of Players) in writing of the registration of the player as a professional.

### **Article 13 – Process of Transferring Players**

- 13.1 A club in Botswana wishing to acquire the services of a player from another club in Botswana shall, prior to approaching the player, first write to the club that owns the player or with whom the player is registered with

proof of delivery, for permission to talk to the player with a view to agreeing terms with the player. The player's club must notify the said player and respond within five (5) days in writing and Failure to respond in that prescribed period shall mean the player's club has agreed to the request.

- 13.2 Once the club has been informed and/or permission has been granted as the case may be, the recruiting club shall go ahead and engage the player for negotiations provided that in case of a professional player, the two clubs shall agree first before the recruiting club could finalize agreement regarding the player's terms.
- 13.3 Once an agreement has been reached with both the club and the player, the player shall submit to the club he/she is registered with a letter indicating that he/she wishes to be released to the club that has approached him/her. Upon such letter being submitted, the two clubs shall enter into final negotiations and conclude their agreement regarding the terms of transfer.
- 13.4 The two teams shall then complete the transfer process in the FIFA Connect system. The registration will only be valid if completed before the end of the registration period or if it satisfies article 10.1 read with 10.2 fully.
- 13.5 Note that a professional player whose contract is left with less than six months before expiry may sign a pre-contract agreement with any club of his choice during that period in accordance with FIFA Regulations for the Transfer and Registration of Players. Both the club and player shall fulfill their respective contractual obligations up to and including the last day of the contract. A pre-contract shall be a binding contract except that during the remaining contract period with the current club, the player shall be bound by his/her contractual obligations to his/her current club and shall not participate in any activities of his/her new club.
- 13.6 No player shall train with another club until he has been released from or specifically permitted by his club or is a free agent. Failure to abide by this provision by any player shall constitute a misconduct and the player shall be liable for disciplinary action by his club provided that further action

may be taken against such a player by a competent BFA authority if the misconduct also puts the name of the game into disrepute.

No transfer shall be made within the last 7 days of the window period. (this is to allow the team that has to release the player the opportunity to replace that player if need be) NO LAST MINUTES REQUESTS.

## **Article 14 – Transfer Fees**

- 14.1 The transfer fee of a professional player shall be negotiated by the two clubs concerned, either directly and/or through registered players' agents with the objective of agreeing on a reasonable fee for the transfer of the player. In determining the value to be placed on a professional player, the two clubs shall negotiate in good faith and shall ensure fair play in their dealings with each other. The clubs shall enter into a written agreement which will stipulate the agreed terms. Provided that a professional player whose contract with the club has ended shall be deemed a free agent and the concerned club shall, with immediate effect, issue such player with a free clearance.
- 14.2 The transfer fee of an amateur player shall be a fixed fee set by the National Executive Committee from time to time and issued through a circular. Where an amateur player wishes to transfer from his current team to a new team, the new team shall pay the current team, either:
  - i. The transfer fee applicable to amateur players, as set by the National Executive Committee, or;
  - ii. Development/training compensation in case of a development player as per article 28 of these regulations;
  - iii. In the event that an amateur player turns professional, article 28 relating to development/training compensation shall apply.
- 14.3 The registration fees of previously unregistered players or free agents shall be set by the National Executive Committee. Provided that there shall be no registration fee for first time registration of players in women football and players registered for and playing in junior team's/youth leagues.

## **Article 15 – Loan of Professional Players**

- 15.1 A player may be loaned to another club on the basis of a written agreement between him and the clubs concerned and approved by the respective structure. Any such loan is subject to the same rules as apply to the transfer of players, including the provisions on training compensation and the solidarity mechanism (where applicable).
- 15.2 The minimum loan period shall be the time between two registration periods.
- 15.3 The club that has accepted a player on a loan basis is not entitled to transfer him to a third club without the written authorization of the club that released the player on loan and the player concerned.
- 15.4 Amateur, Women or Youth Players shall not be loaned under any circumstances.

## **Article 16 – Unregistered Players**

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

## **Article 17 – Enforcement of Disciplinary Sanctions**

- 17.1 Any disciplinary sanction of up to four matches or up to three months that has been imposed on a player by the former association but not yet (entirely) served by the time of the transfer shall be enforced by the new association at which the player has been registered in order for the sanction to be served at domestic level. When issuing the ITC, the former association shall notify the new association via TMS of any such disciplinary sanction that has yet to be (entirely) served.

- 17.2 Any disciplinary sanction of more than four matches or more than three months that has not yet been (entirely) served by a player shall be enforced by the new association that has registered the player only if the FIFA Disciplinary Committee has extended the disciplinary sanction to have worldwide effect. Additionally, when issuing the ITC, the former association shall notify the new association via TMS of any such pending disciplinary sanction.

## **Article 18: Overdue Payables**

- 18.1 All clubs are required to comply with their financial obligations towards players and other clubs as per the terms stipulated in the contracts signed with their professional players and in the transfer agreements.
- 18.2 Any club found to have delayed a due payment for more than 30 (thirty) days without a prima facie contractual basis may be sanctioned in accordance with Article 84.4 below.
- 18.3 In order for a club to be considered to have overdue payables in the sense of the present article, the creditor (player or club) must have put the debtor club in default in writing and have granted a deadline of at least ten days for the debtor club to comply with its financial obligation(s).
- 18.4 Within the scope of its respective jurisdiction the BFA Players' Status Committee and/ or the NDRC, may impose the following sanctions:
- I. a warning;
  - II. a reprimand;
  - III. a fine;
  - IV. a ban from registering any new players, for one or two entire and consecutive registration periods.
- 18.5 The sanctions provided in Article 14.4 above may be applied cumulatively. A repeated offence will be considered as an aggravating circumstance and lead to a more severe penalty.
- 18.6 The execution of the registration ban in accordance with sub-clause (iv) of Article 14.4 above may be suspended. By suspending the execution of



a registration ban, the judicial body shall subject the sanctioned club to a probationary period ranging from 6 (six) months to 2 (two) years.

- 18.7 If the club benefiting from a suspended registration ban commits another infringement during the probationary period, such suspension of the ban is automatically revoked, and the registration ban executed. The same shall be added to the sanction pronounced for the new infringement.
- 18.8 The terms of the present article are without prejudice to the application of further measures in accordance with Article 22 in the event of unilateral termination of the contractual relationship without just cause.

## **CHAPTER 4: CONTRACTUAL STABILITY**

### **Article 19 – Respect of Contract**

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

### **Article 20 – Terminating a contract with just cause**

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

### **Article 21 – Terminating a contract with just cause for outstanding salaries**

- 21.1 In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days

for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.

- 21.2 For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above.
- 21.3 Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 21.1 and 21.2 above. The terms of such an agreement shall prevail.

## **Article 22 – Terminating a contract with sporting just cause**

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

## **Article 23 – Restriction on terminating a contract during the season**

- 23.1 A contract cannot be unilaterally terminated during the course of a season.

## **Article 24: Consequences of terminating a contract without just cause**

- 22.1 In all cases, the party in breach of contract without just cause shall pay compensation. Subject to the provisions of Chapter-VII and Article 28 in relation to training compensation, and unless otherwise provided for in the

concerned contract, compensation for the breach shall be calculated by the aggrieved party with due consideration of the nature of breach and actual damages faced along with any other objective criteria. The same shall be subject to verification and/or ratification by BFA. These objective criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club and whether the contractual breach falls within a protected period.

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

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

- 22.3 Entitlement to compensation cannot be assigned to a Third Party. If a professional player is required to pay compensation, the professional player and his new club shall be jointly and severally liable for its payment. The amount may be stipulated in the contract or agreed between the Parties in writing.
- 22.4 In addition to the obligation to pay compensation, sporting sanctions may also be imposed on any player found to be in breach of contract during the protected period. This sanction shall be a 4 (four) month restriction on playing in official matches. In the case of aggravating circumstances, sporting sanctions may go up to, but not exceed, an effective period of 6 (six) months. These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs. This suspension of the sporting sanctions shall, however, not be applicable if the player is an established member of the representative team of the association he is eligible to represent, and the association concerned is participating in the final competition of an international tournament in the period between the last match and the first match of the next season.
- 22.5 Unilateral breach without just cause or sporting just cause after the protected period shall not result in sporting sanctions. Disciplinary measures may, however, be imposed outside the protected period for failure to give notice of termination within 15 days of the last official match of the season (including national cups) of the club with which the player is registered. The protected period starts again when, while renewing the contract, the duration of the previous contract is extended.
- 22.6 In addition to the obligation to pay compensation, sporting sanctions may be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period. It shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach. The club shall be banned from registering any new players, for 2 (two) entire and consecutive registration periods. The club shall be able to register new players, only as

of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and the provisional measures stipulated in Article 8 of these Regulations in order to register players at an earlier stage.

- 22.7 A club seeking to register a player who has unilaterally breached a contract during the "protected period" will be presumed to have induced a breach of contract. Further, a club signing a contract with a player or paying him a sum of money as an advance during the period of contract of that player with another club, will also be presumed to have induced a breach of contract.
- 22.8 Any person affected by all BFA Statutes, who acts in a manner designed to induce a breach of contract between a professional player and a club in order to illegally facilitate or hinder the transfer of the player shall be subjected to appropriate sanctions by the BFA Players' Status Committee. It is clarified that in the case of Intermediaries, till such time as a separate body is established to preside over disputes pertaining to Intermediaries, the BFA Players' Status Committee shall have the authority to take up such matters and pass orders accordingly.

#### **Article 25 - Special provisions relating to contracts between professionals and clubs**

- 25.1 No club shall enter into a contract with a player with the terms and conditions less favorable than the minimum requirements for a standard professional contract as prescribed by the NEC in agreement with the Botswana Football Players Union.
- 25.2 If the service of a licensed intermediary has been used to negotiate and conclude a contract for the transfer of a player between two clubs and/or an employment contract between a player and a club, a clear reference shall be made to this fact in the relevant contract(s). These contracts shall, moreover, clearly mention the name of the particular licensed intermediary who has been given such a mandate.
- 25.3 The minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five

(5) years. Contracts of any other length shall only be permitted if consistent with Botswana's national labor laws. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognized.

- 25.4 A club intending to conclude a contract with a professional must inform the player's current club in writing before entering into negotiations with him. A professional shall only be free to conclude a contract with another club if his contract with his present club has expired or is due to expire within six months. Any breach of this provision shall be subject to appropriate sanctions.
- 25.5 The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.
- 25.6 If a professional enters into more than one contract covering the same period with two different clubs, the provisions outlined in Chapter IV shall be applicable. If the professional signs a second contract, the said professional shall be said to have effectively terminated the first one. Besides the circumstances surrounding the breach committed by the professional, the role played by the second club for inducement to contractual breach must also be ascertained.
- 25.7 Contractual clauses granting the club additional time to pay to the professional player any amounts that have fallen due under the terms of the contract (so-called "grace periods") shall not be recognized. Grace periods contained in collective bargaining agreements validly negotiated by clubs' and players' representatives at state or national level in accordance with applicable laws shall however, be legally binding and recognized. Contracts existing at the time of this provision coming into force shall not be affected by this prohibition.

## **Article 26 - Special provisions between amateur and semi-professional and clubs**

- 26.1 An amateur should sign an amateur registration form when being registered by a club.

- 26.2 A semi-Professional player shall sign a standard agreement when being registered by a club and shall be given an allowance by the said club. An amateur player shall not be paid any remuneration by the Club or any third party for his playing activities other than the expenses he effectively incurs in return for his footballing activity.
- 26.3 Any player, registered as an Amateur, receiving money or taking advantage over and above the reimbursement or payment for his account of expenses for traveling or hotel (duly justified), shall be deemed to be in breach of his Amateur registration. Traveling and hotel expenses are to be understood as those necessary for training or taking part in matches, whether as playing members of a team or as a reserve.
- 26.4 Amateur players are prohibited from playing in football competitions for which permission has not been granted. Players so doing shall be subject to penalties decided by the BFA.
- 26.5 A semi-Professional or amateur player can terminate his/ her registration with a club at any time during the season and may not join any team until the next transfer window.
- 26.6 A club can terminate the registration of a semi-Professional or amateur player by issuing a termination/ release letter at any time during the season and may not replace them until the next transfer window.
- 26.7 Both the club and the player (including the player's parents and/or legal guardians in case the player in question is a minor) may choose to mutually cancel the player's registration for the season by submitting a duly signed mutual cancellation letter to a competent BFA authority.
- 26.8 Medical fees incurred in connection with an injury sustained by semi-Professional or an amateur player while playing for his club may be paid by such club without infringing the player's status as an amateur, and likewise an amateur player may be reimbursed by an insurance company in terms of an existing policy for any period during which he is prevented by incapacity from following his normal course of employment by reason of an injury sustained while playing for such club.

- 26.9 Any dispute between an amateur player (including the player's parents and/or legal guardians in case the player in question is a minor) and his club shall be determined by the BFA Players' Status Committee, subject to a right of appeal to the AIFF Appeals Committee in accordance with the provisions of these Regulations.
- 26.10 The BFA Players' Status Committee shall have the jurisdiction, competency and responsibility for imposing sanctions on clubs and players who violate the provisions of this Article in accordance with these Regulations.

## **CHAPTER 5: THIRD PARTY INFLUENCE AND OWNERSHIP OF PLAYER'S ECONOMIC RIGHTS**

### **Article 27: Third Party influence on clubs**

- 27.1 No club shall enter into a contract which enables the counter club/counter clubs, and vice versa, or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.
- 27.2 The BFA Disciplinary Committee may impose disciplinary measures as per the BFA Disciplinary Code on clubs that do not observe the obligations set out in this article.

### **Article 28: Third Party ownership of Players' Economic rights**

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



- 28.2 The interdiction in the above paragraph comes to force upon approval of these regulation. And agreements which came before these regulations may continue to be in place until their contractual expiration. However, their duration may not be extended.
- 28.3 The validity of any agreement covered by Article 25.1 signed before the approval of these regulations may not have a contractual duration of more than one year beyond the effective date.
- 28.4 By the end of current season, all existing agreements covered by paragraph 1 need to be recorded within the Transfer Matching System (TMS). All clubs that have signed such agreements are required to upload them in their entirety, including possible annexes or amendments, in TMS, specifying the details of the third party concerned, the full name of the player as well as the duration of the agreement.
- 28.5 The BFA Disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this article.

## **CHAPTER 6: INTERNATIONAL TRANSFER OF MINORS**

### **Article 29: International transfer of minor players**

- 29.1 International transfers of minor players shall only be permitted in accordance with Article 19 of FIFA Regulations on Status and Transfer of players.

### **Article 30: Registration and Reporting of minors at Youth Teams or Academies**

- 30.1 Teams or Clubs that operate an academy with legal, financial or de facto links to the club are obliged to report all minors who attend that youth team and/or academy to the Regional Football Association upon whose territory the team or the academy operates.

- 30.2 Each Regional Football Association (RFA) is obliged to ensure that all youth teams or academies without legal, financial or de facto links to a particular registered club:
- I. Registers and run a club that participates in the relevant BFA Regional, Block or National Youth Leagues or Tournaments; all players shall be reported to the RFA upon whose territory the team operates, or registered with the club itself; or
  - II. report all minors who attend the academy for the purpose of training to the RFA upon whose territory the team or academy operates.
- 30.3 Each RFA shall ensure that the names and dates of birth of the minors who have been reported to it by the clubs or academies are registered in the FIFA Connect System by the said club.
- 30.4 Through the act of reporting, youth teams or academies and players undertake to practice football in accordance with the BFA Statutes, and to respect and promote the ethical principles of organized football. We have a youth policy and it is also proper that we mention it or refer to it since it has clauses that protect minors and it also have requirements for registration of academies and employment of officials who are eligible to run or work with kids.
- 30.5 Any violations of this provision will be sanctioned by the BFA Disciplinary Committee in accordance with the BFA Disciplinary Code.
- 30.6 Article 19 of the FIFA Regulations on Players' Status and Transfers shall apply to the reporting of all minor players who are not nationals of the country in which they wish to be reported.

## **CHAPTER 7: TRAINING COMPENSATION AND SOLIDARITY CONTRIBUTION**

### **Article 31 – Training Compensation**

- a. Objective

31.1 Training compensation shall be payable, as a general rule, up to the age of twenty-three (23) for training incurred up to the age of twenty-one (21), unless it is evident that a player has already terminated his training period before the age of twenty-one (21). In the latter case, Training Compensation shall be payable until the end of the season in which the player reaches the age of twenty-three (23), but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the player actually completed his training.

31.2 The obligation to pay Training Compensation is without prejudice to any obligation to pay compensation for breach of contract.

b. Payment of training compensation

31.3 It shall be paid to a player's training club(s) on the following conditions:

- (i) a player is registered for the first time as a professional; and
- (ii) a professional is transferred between two clubs in Botswana (whether during or at the end of his contract) before the end of the season of his 23rd birthday.
- (iii) a professional is transferred internationally (whether during or at the end of his contract) before the end of the season of his 23rd birthday.

31.4 In addition to the above conditions, the season for which the former club(s) is claiming the Training Compensation, the following conditions shall also be fulfilled for training compensation to be due:

- (i) The former club(s) should have played in at least one of such competitions as provided under the list issued by the BFA in accordance with point 4.2 of this Article;
- (ii) The player should have been registered on the FIFA Connect System by the former club to play in at least one of such competitions or

tournaments as provided under the list issued by the BFA in accordance with point 4.2 of this Article;

- (iii) the former club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or
- (iv) the player is transferred to a category 1 club as per the table in Article 31.9;
- (v) a professional reacquires amateur status on being transferred;

c. Responsibility to pay Training Compensation

- 31.5 On registering as a professional, semi-professional or amateur for the first time, the club with which the player is registered is responsible for paying Training Compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the season of his 12th birthday.
- 31.6 The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club.
- 31.7 In both of the above cases, the deadline for payment of Training Compensation following the registration of the professional with the new club.
- 31.8 BFA is entitled to receive the training compensation which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – with which the professional was registered and trained – has in the meantime ceased to participate in organized football and/ or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This compensation shall be reserved for youth football development programmes in the association(s) in question

d. Training costs

31.9 In order to calculate the Training Compensation due, the clubs are divided into four categories as mentioned below, BFA may from time to time amend the cost categories. The training costs are set for each category and correspond to the amount needed to train one player for one year multiplied by an average "player factor", which is the ratio of players who need to be trained to produce one professional player.

Categories Clubs Costs

Category I Clubs participating in the Botswana Premier League P 20,000.00

Category II Clubs participating in the First Division League P 15, 000.00

Category III Clubs Participating in Regional First Tier Leagues (Division 1) P 10, 000.00

Category IV All Other Clubs participating in other leagues or Competitions/ Leagues P 5, 000.00

31.10 To provide clarity, BFA from time to time will publish the list of such competitions which will fall under Categories mentioned above. All Clubs which are participating in such competitions as per the list issued by BFA will only fall under the categorization as provided above.

31.11 In accordance with this Article, this categorization of clubs will be valid and in force till the time the same is updated by the BFA NEC.

e. Calculation of Training Compensation

31.12 As a general rule, to calculate the Training Compensation due to a player's Former Club(s), it is necessary to take the costs that would have been incurred by the New Club if it had trained the player itself.

31.13 Accordingly, the first time a player registers as a professional, the Training Compensation payable is calculated by taking the training costs of the New Club multiplied by the number of years of training, in principle from the season of the player's 12th birthday to the season of his 21st birthday. In the case of subsequent transfers, Training Compensation is calculated

based on the training costs of the New Club multiplied by the number of years of training with the Former Club.

31.14 To ensure that Training Compensation for very young players is not set at unreasonably high levels, the training costs for players for the seasons between their 12th and 15th birthdays (i.e. four seasons) shall be based on the training and education costs of category 4 clubs.

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

f. Administrative Fee

31.16 An administrative fee amounting to 4% (four percent) of any Training Compensation amount paid under this article shall be payable to the RFA that the professional was registered and trained with by the new club.

g. Disciplinary measures

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

## **Article 32: Solidarity Mechanism**

a. Solidarity Contribution

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

– Season of 12th birthday: 5% (i.e. 0.25% of total compensation)

- Season of 13th birthday: 5% (i.e. 0.25% of total compensation)
- Season of 14th birthday: 5% (i.e. 0.25% of total compensation)
- Season of 15th birthday: 5% (i.e. 0.25% of total compensation)
- Season of 16th birthday: 10% (i.e. 0.5% of total compensation)
- Season of 17th birthday: 10% (i.e. 0.5% of total compensation)
- Season of 18th birthday: 10% (i.e. 0.5% of total compensation)
- Season of 19th birthday: 10% (i.e. 0.5% of total compensation)
- Season of 20th birthday: 10% (i.e. 0.5% of total compensation)
- Season of 21st birthday: 10% (i.e. 0.5% of total compensation)
- Season of 22nd birthday: 10% (i.e. 0.5% of total compensation)
- Season of 23rd birthday: 10% (i.e. 0.5% of total compensation)

b. Payment Procedure

- 32.2 The new club shall pay the solidarity contribution to the training club(s) pursuant to the above provisions no later than 30 days after the player's registration or, in case of contingent payments, 30 days after the date of such payments.
- 32.3 It is the responsibility of the new club to calculate the amount of the solidarity contribution and to distribute it in accordance with the player's career history as provided in the player's passport. The player shall, if necessary, assist the new club in discharging this obligation.
- 32.4 An association is entitled to receive the proportion of solidarity contribution which in principle would be due to one of its affiliated clubs, if it can provide evidence that the club in question – which was involved in the professional's training and education – has in the meantime ceased to participate in organized football and/or no longer exists due to, in particular, bankruptcy, liquidation, dissolution or loss of affiliation. This solidarity contribution shall be reserved for youth football development programmes in the association(s) in question.

c. Administrative Fee

- 32.5 An administrative fee amounting to 4% (four percent) of any Training Compensation amount paid under this article shall be payable to the RFA that the professional was registered and trained with by the new club.

d. Disciplinary measures

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

## **CHAPTER 8: COMPETENCE OF BFA**

### **Article 33 – Competence of BFA**

33.1 Without prejudice to the right of any player, coach, association, or club to seek redress before a civil court for employment-related disputes, BFA is competent to hear:

- a) disputes between clubs and players in relation to the maintenance of contractual stability where there has been an ITC request and a claim from an interested party in relation to said ITC request, in particular regarding the issue of the ITC, sporting sanctions or compensation for breach of contract;
- b) employment related dispute pertaining to maintenance of contractual stability between a club and a player of an international dimension wherein the said dispute is submitted by the parties to the jurisdiction of the BFA in the form of an independent arbitral tribunal established at the national level within the framework of the BFA which guarantees fair proceedings and respects the principle of equal representation of players and clubs. Such arbitration clause shall be clearly and expressly included directly in the contract applicable to the parties;
- c) employment related disputes between a club and a Coach of an international dimension wherein the said dispute is submitted by the parties to the jurisdiction of the BFA in the form of an independent arbitral tribunal established at the national level within the framework of the BFA which guarantees fair proceedings and respects the principle of equal representation of Coaches and clubs. Such arbitration clause shall be clearly and expressly included directly in the contract applicable to the parties.



- d) disputes relating to training compensation and the solidarity mechanism between local clubs and international clubs or whatever the case may be;
  - e) disputes between clubs belonging to different associations that do not fall within the cases provided for in a), d) and e).
- 33.2 BFA is competent to decide regulatory applications made these regulations or any other FIFA regulations as the case maybe.

#### **Article 34 – BFA Players Status Committee (PSC)**

- 34.1 The scope and jurisdiction of the BFA PSC shall be defined in the BFA Rules Governing the Procedures of the BFA Players' Status Committee.

#### **Article 35 – BFA National Dispute Resolution Chamber (NDRC)**

- 35.1 The scope and jurisdiction of the BFA NDRC shall be defined in the Players Status Manual governing their operations.

#### **Article 36: Consequences for failure to pay relevant amounts in due time**

- 36.1 When:
- a) The BFA National Dispute Resolution Chamber or the BFA Players' Status Committee orders a party (a club or a player) to pay another party (a club or a player) a sum of money (outstanding amounts or compensation), the consequences of the failure to pay the relevant amounts in due time shall be included in the decision;
  - b) parties to a dispute accept (or do not reject) a proposal made by the BFA general secretariat pursuant to the BFA Rules Governing the Procedures of the BFA Players' Status Committee, the consequences of the failure to pay the relevant amounts in due time shall be included in the confirmation letter.

36.2 Such consequences shall be included in the findings of the decision and will be the following:

- a) Against a club: a ban from registering any new players, up until the due amounts are paid. The overall maximum duration of the registration ban, including possible sporting sanctions, shall be of three entire and consecutive registration periods, subject to Article 31.7 below;
- b) Against a player: a restriction on playing in official matches up until the due amounts are paid. The overall maximum duration of the restriction, including possible sporting sanctions, shall be 6 (six) months on playing in official matches.

36.3 Such consequences may be excluded where the BFA National Dispute Resolution Chamber or the BFA Players' Status Committee has:

- a) imposed a sporting sanction on the basis of Article 14, 20 or 23A in the same case; or
- b) been informed that the debtor club was subject to an insolvency-related event pursuant to the relevant national law and is legally unable to comply with an order.

36.4 Where such consequences are applied, the debtor must pay the full amount due (including all applicable interest) to the creditor within 45 days of notification of the decision.

36.5 The 45-day time limit shall commence from notification of the decision or confirmation letter.

- a) The time limit is paused by a valid request for the grounds of the decision. Following notification of the grounds of the decision, the time limit shall recommence.
- b) The time limit is also paused by an appeal to the BFA Appeals Committee.

- 36.6 The debtor shall make full payment (including all applicable interest) to the bank account provided by the creditor, as set out in the decision or confirmation letter.
- 36.7 Where the debtor fails to make full payment (including all applicable interest) within the time limit, and the decision has become final and binding:
- a) the creditor may request that BFA enforce the consequences;
  - b) upon receipt of such request, BFA shall inform the debtor that the consequences shall apply;
  - c) the consequences shall apply immediately upon notification by BFA, including, for the avoidance of doubt, if they are applied during an open registration period. In such cases, the remainder of that registration period shall be the first “entire” registration period for the purposes of Article 31.2 (i) above;
  - d) the consequences may only be lifted in accordance with Article 31.8 below.
- 36.8 Where the consequences are enforced, the debtor must provide proof of payment to BFA of the full amount (including all applicable interest), in order for them to be lifted.
- a) Upon receipt of the proof of payment, BFA shall immediately request that the creditor confirm receipt of full payment (including all applicable interest) within five days.
  - b) Upon receipt of confirmation from the creditor, or after the expiry of the time limit in the case of no response, BFA shall notify the parties that the consequences are lifted.
  - c) The consequences shall be lifted immediately upon notification by BFA.

- d) Notwithstanding the above, where full payment (including all applicable interest) has not been made, the consequences shall remain in force until their complete serving.

### **Article 37 Implementation of decisions and confirmation letters**

- 37.1 The sporting successor of a debtor shall be considered the debtor and be subject to any decision or confirmation letter issued pursuant to this article. The criteria to assess whether an entity is the sporting successor of another entity are, among others, its headquarters, name, legal form, team colours, players, shareholders or stakeholders or ownership and the category of competition concerned.
- 37.2 Where a debtor is instructed to pay a creditor a sum of money (outstanding amounts or compensation) by a relevant decision-making body;
  - a) payment is made when the debtor pays the full amount instructed (including any applicable interest) to the creditor;
  - b) (ii) payment is not deemed to have been made where the debtor makes any unilateral deduction from the full amount instructed (including any applicable interest).
- 37.3 The following actions do not contravene a registration ban described in Article 14, 20, 23A, or 31:
  - a) the return from loan of a professional, solely where the loan agreement expires naturally;
  - b) the extension of the loan of a professional, beyond the natural expiry of the loan agreement;
  - c) the definitive engagement of a professional who was temporarily registered for the club directly prior to the registration ban being imposed;

- d) the registration of a professional who was already registered with the club as an amateur directly prior to the registration ban being imposed.

### **Article 38: Transitional measures**

38.1 Any case and/or dispute that has been brought to the BFA before these Regulations came into force shall be assessed in accordance with the provisions of the previous regulations which were in force at the time the said case/dispute was brought to the BFA.

38.2 As a general rule, all other cases shall be assessed according to these Regulations with the exception of the following:

- a) disputes regarding training compensation;
- b) disputes regarding the solidarity mechanism.

38.3 Provided that the BFA Players' Status Committee shall have adjudicatory powers for such matters till the time specific bodies are established and functional for such matters.

## **CHAPTER IX: FINAL PROVISIONS**

### **Article 39: Matters not provided for**

39.1 Matters not provided for under these regulations and cases of force majeure shall be settled by the BFA Players Status Committee, subject to review by the BFA Executive Committee and the FIFA regulations.

### **Article 40: Official Languages and Publication**

40.1 These regulations shall be published in English.

## Article 41: Enforcement

These regulations were approved and adopted by the Botswana Football Association Executive Committee on the 24 day of OCTOBER. 2022 and it shall come into force on from the on the 24 day of OCTOBER. 2022.

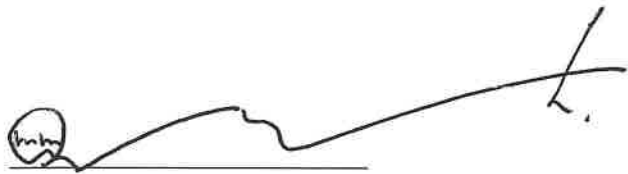
These regulations shall be ratified by the General Assembly of the Botswana Football Association in its next meeting in accordance with Article 34.3 of the BFA Constitution.

Gaborone, Botswana

For the BFA Executive Committee



President:  
Maclean C. Letshwiti



Secretary General:  
Mfolo E. Mfolo

## **ANNEXURE A: RELEASE OF PLAYERS TO NATIONAL TEAMS**

1. National Team Selection for Players
  - a. Clubs are obliged to release their registered players to the representative teams of the country for which the player is eligible to play on the basis of his nationality if they are called up by the association concerned. Any agreement between a player and a club to the contrary is prohibited.
  - b. For the selection of international players, any Club which has an amateur or professional player registered during a particular football season is obliged to release the player to play for a foreign national association of which the player is a national, if he is selected for one of its representative teams, irrespective of age. Club/s releasing the player/s shall not be entitled to any financial compensation during the period of release.
  - c. For the selection of domestic players, Any Club which has an amateur or professional player registered during a particular football season is obliged to release the player to play for any of Botswana National Teams, if he is selected irrespective of his age. Club/s releasing the player/s shall not be entitled to any financial compensation during the period of release. Any agreement between a player and a club to the contrary is prohibited.
  - d. The release of players under the terms of the above paragraphs is mandatory for all international windows listed in the international match calendar as well as for all official competitions of the regional (COSAFA), continental (CAF), and an international (FIFA), subject to the BFA participating in any of those competitions. The release of players includes friendlies organized by BFA.
  - e. It is not compulsory to release players outside an international window or outside the international competitions (as per paragraph d above) included in the international match calendar. Exceptions to this rule can be by all stakeholders being the BFA and the respective clubs.
  - a. As a general rule, every player registered with a club is obliged to respond affirmatively when called up by the national association he is eligible to

represent on the basis of his nationality to play for one of its representative teams.

- b. Associations wishing to call up a player must notify the player in writing at least 15 days before the first day of the international window in which the representative teams' activities for which he is required will take place. Associations wishing to call up a player for the final competition of an international tournament must notify the player in writing at least 15 days before the beginning of the relevant release period.
- c. The player's club shall also be informed in writing at the same time. Equally, associations are advised to copy the association of the clubs concerned into the summons. The club must confirm the release of the player within the following six days.
- d. Associations that request FIFA's help to obtain the release of a player playing abroad may only do so under the following two conditions;
  - i. The association at which the player is registered has been asked to intervene without success.
  - ii. The case is submitted to FIFA at least five days before the day of the match for which the player is needed.
- f. The rule shall apply for both men and women's national teams as well as boys and girl's national teams.

## 2. Injured Players

- a. A player who due to injury or illness is unable to comply with the call-up from BFA under this Annexure, shall, if BFA so requires, agree to undergo a medical examination by a doctor of BFA's choice. If the player so wishes, such medical examination shall take place within the territory of the area with which the Club at which he is registered is affiliated.

## 3. Financial implications - Clubs



- a. Clubs releasing a player in accordance with the provisions of this annexure are not entitled to financial compensation.
  - b. BFA shall bear all costs of travel incurred by the player as a result of the call-up.
  - c. The club with which the player concerned is registered shall be responsible for his insurance cover against illness and accident during the entire period of his release. This cover must also extend to any injuries sustained by the player during the international match(es) for which he was released.
4. Penalties for violations
- a. Violations of any of the provisions outlined in this annexure shall result in the imposition of disciplinary measures to be decided by the BFA Disciplinary Committee based on the BFA Disciplinary Code.