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DEFINITIONS

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

Academy: an organisation 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 centres, football camps, football schools, etc.

AFC: Asian Football Confederation.

Association Football: The game controlled by FIFA and organized by FIFA, the Confederations and/or the member associations in accordance with the Laws of the Game.

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.

FABD: Football Association of Brunei Darussalam.

FIFA: Fédération Internationale de Football Association

FIFA Connect System: an information system designed and implemented by FIFA that provides the FIFA ID and the API that provides the technical interface between electronic domestic transfer systems, electronic player registration systems and TMS for the electronic exchange of information.

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

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

Former Association: the association to which the former Club is affiliated.

Former Club: the Club that the player is leaving.

International transfer: the movement of the registration of a player from one association to another association.

Minor: a player who has not yet reached the age of 18.

National transfer: the change of a player from playing for one club at an association to playing for a new and different club within the same association.

New Association: the association to which the new Club is affiliated.

New Club: the Club that the player is joining.

Official Matches: matches played within the framework of organised football, such as national league championships, national cups and international championships for Clubs, but not including friendly and trial matches.

Organised football: association football organised under the auspices of FIFA, the AFC and the FABD, or authorised by them.

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.

Registration period: a period fixed by the FABD in accordance with Article 5.

Season: The period between 28th February to 30 November of the subsequent year.

Training compensation: the payments made in accordance with Article 24 -26 to cover the development of young players.

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.

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.

SCOPE

These Regulations govern the status and transfer of players between Clubs registered/affiliated under the Football Association of Brunei Darussalam, and have been drafted in compliance with the binding Articles of the FIFA Regulations on the Status and Transfer of Players.

As such, these Regulations lay down the rules for the settlement of disputes between Clubs and players, and provide for a system to reward Clubs investing in the training and education of young players.

Additionally, these Regulations include appropriate means to protect contractual stability, paying due respect to mandatory Bruneian Law.

These Regulations are binding on all FABD Club Membership, Players and Officials, as these terms are defined in the Statutes of the FABD.

SECTION A: STATUS OF PLAYERS

ART. 1. PLAYER STATUS

- (a) Players participating in organized football are either **Amateur** or **Professional**.
- (b) A Professional is a player who has a written contract with a Club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.

ART. 2. REACQUISITION OF AMATEUR STATUS

- (a) 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.
- (b) 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 Articles 24 to 26 of these Regulations.

ART. 3. TERMINATION OF ACTIVITY

- (a) Professionals who ended their careers upon expiry of their contracts and amateurs who terminate their activity shall remain registered at the association of their last Club for a period of 30 months.
- (b) This period begins on the day the player made his last appearance for the Club in an official match.
- (C) The Club of a professional player who ends his career upon expiry of his contract shall not be entitled to claim compensation of any kind from him.

SECTION B REGISTRATION OF PLAYERS

ART. 4. REGISTRATION

(a) A player must be registered at the FABD to play for a Club as either a professional or an amateur in accordance with the provisions of Article 1 above. Only registered players are eligible to participate in organized football. By the act of registering, a player agrees to abide by the statutes and regulations of FIFA, AFC and the FABD.

(b) A player may only be registered with one Club at a time.

(c) Players may be registered with a maximum of three Clubs during one season. During this period, the player is only eligible to play official matches for two Clubs. As an exception to this rule, a player moving between two Clubs belonging to associations with overlapping seasons 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 towards his previous Clubs. Equally, the provisions relating to the registration periods as well as to minimum length of a contract as contained in these rules must be respected.

(d) Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a player may not play official matches for more than two Clubs competing in the same national championship or cup during the same season, subject to stricter individual competition regulations of the FABD.

ART. 5. REGISTRATION PERIODS

(a) Players may only be registered during one of the two annual registration periods fixed by the FABD. As an exception to this rule, a professional whose contract has expired prior to the end of a registration period may be registered outside that registration period. The FABD is authorized to register such professionals provided due consideration is given to the sporting integrity of the relevant competition. Where a contract has been terminated with just cause, FIFA may take provisional measures in order to avoid abuse subject to Article 22 of the FIFA Regulations on the Status and Transfer of Players (“the FIFA Regulations”)

(b) The first registration period shall begin after the completion of the season and shall normally end before the new season starts. This period may not exceed 12 weeks. The second registration period shall normally occur in the middle of the season and may not exceed four weeks. The two registration periods for the season shall be entered into TMS at least 12 months before they come into force (as per Art. 6 of the FIFA Regulations on the Status and Transfer of Players). FIFA shall determine the dates for the FABD if these are not communicated on time.

(c) Players may only be registered (subject to the exception provided for in 5(a) above) upon submission of all Registration Documents into the FIFA Connect System from the Club to the FABD during a registration period.

(d) The provisions concerning registration periods do not apply to competitions in which only amateurs participate. The FABD shall specify the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition. Unless otherwise stated, the registration periods for amateur competitions shall be the same as 5(b) above.

(e) An Amateur Player may be registered as a Professional during one of the Transfer Window as per 5(b) above.

ART. 6. PLAYER PASSPORT

(a) The FABD is obliged to provide the Club with which the player is registered with a player passport containing the relevant details of the player. The player passport shall indicate the Club(s) with which the player has been registered since the season of his 12th birthday. If a birthday falls between seasons, the player passport shall indicate the Club with which he was registered during the season following his birthday.

ART. 7. APPLICATION FOR REGISTRATION

(a) The application for registration of a professional must be submitted together with a copy of the player's contract and all other requested documentation listed in the FIFA Connect System.

(b) The relevant decision making body has discretion to take account of any contractual amendments or additional agreements that have not been duly submitted to it.

ART. 8. INTERNATIONAL TRANSFER CERTIFICATE

(a) Players registered at one association may only be registered at a new association once the latter has received an International Transfer Certificate (hereinafter: ITC) from the former association. The ITC shall be issued free of charge without any conditions or time limit. Any provisions to the contrary shall be null and void. The association issuing the ITC shall lodge a copy with FIFA. The administrative procedures for issuing the ITC are contained in Annex 3, article 8, and Annex 3a of the FIFA Regulations.

(b) Associations are forbidden from requesting the issue of an ITC in order to allow a player to participate in trial matches.

(c) The new association shall inform the association(s) of the Club(s) that trained and educated the player between the ages of 12 and 23 (cf. article 6) in writing of the registration of the player as a professional after receipt of the ITC.

(d) An ITC is not required for a player under the age of 10 years.

ART. 9. LOAN OF PROFESSIONALS

- (a) A professional may be loaned to another Club on the basis of a written agreement between him and the Clubs concerned. 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.
- (b) Subject to Rule 4(c) above, the minimum loan period shall be the time between two registration periods. If the period is less, the loan shall be considered null and void.
- (c) 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.
- (d) A Club may only have a maximum of 3 loaned players from any one Club during the season.
- (e) In any event, a Club may only have a maximum of 5 loaned players registered in one season.

ART. 10. UNREGISTERED PLAYERS

- (a) Any player not registered with the FABD 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 Club. The right to impose such sanction lies in principle with the FABD or the organizer of the competition concerned.

ART. 11. OVERDUE PAYABLES

- (a) 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.
- (b) Any club found to have delayed a due payment for more than 30 days without a *prima facie* contractual basis may be sanctioned in accordance with paragraph (d) below.
- (c) 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 10 days for the debtor club to comply with its financial obligation(s)
- (d) Within the scope of their respective jurisdiction (cf. article 22 in conjunction with articles 23 and 24 of the FIFA Regulations), the FABD's and/or FIFA's deciding bodies, namely, the Players' Status & Transfer

Standing Committee, the Dispute Resolution Chamber, the single judge or the NDRC judge may impose the following sanctions:

- i. a warning;
 - ii. a reprimand;
 - iii. a fine;
 - iv. a ban from registering any new players, either nationally or internationally, for one or two entire and consecutive registration periods.
- e) The sanctions provided for in paragraph (d) above may be applied cumulatively.
- (f) A repeated offence will be considered as an aggravating circumstance and lead to a more severe penalty.
- (g) The execution of the registration ban in accordance with paragraph (d)(iv) above may be suspended. By suspending the execution of a registration ban, the deciding body subjects the sanctioned club to a probationary period ranging from six months to two years.
- (h) If the club benefiting from a suspended registration ban commits another infringement during the probationary period, the suspension is automatically revoked and the registration ban executed; it is added to the sanction pronounced for the new infringement.
- (i) The terms of the present article are without prejudice to the application of further measures in accordance with Article 17 of the FIFA Regulations and these Regulations in the event of unilateral termination of the contractual relationship.

ART. 12. PROFESSIONAL PLAYERS & CONTRACTS

- (a) A Player under the age of sixteen years may not enter into a professional contract with a Club Member. Additionally, professional contracts for players under the age of 18 must be signed by a parent or guardian of the player and may not exceed three years.
- (b) Clubs must have a written professional player's contract with each of their professional players. Such an agreement must be dated and signed as per the below by the Club's authorized representatives and by the player.
- (c) Professional Players and Club Members must abide by and respect the terms of the contract at all times.
- (d) In order for a player to be registered as a professional with the FABD, a written contract between a Club member and Player must be uploaded onto FIFA Connect System and include at least the following provisions :
- i. The date in which the contract is signed by all parties;
 - ii. The date in which the contract is to come into force;
 - iii. The details of the parties signing the contract which shall include, on the one hand the details of the parties signing the contract which shall include, on the one hand, the name of the Club, the

- address of the Club, and the names and surnames of the authorized Club representatives signing the agreement, and their respective position within the Club, and on the other hand, the name and surname of the player, passport number or identity card number, and the address of the player;
- iv. the definite term of the contract which shall never be less than one (1) and not more than five (5) football seasons or calendar years. However in the case of players signing a contract under the age of eighteen (18), the term of such contract shall not exceed three (3) football seasons or calendar years;
 - v. the annual gross salary payable to the player in Brunei Dollars, and a declaration stating how the salary shall be paid;
 - vi. any signing on fee, bonuses or other allowances, both of a monetary value and/or in kind;
 - vii. a clause stating that the player shall have the obligation not to be found guilty of any offence relating to doping, the manipulation of football matches and that the player shall not engage in betting on competitions, both domestic and international, in which he is involved;
 - viii. the annual leave to be granted to the player according to Brunei law;
 - ix. a declaration stating that the Club has explained, and the player has understood, the Club's disciplinary regulations in regards to players and the sanctions that may be inflicted on the player for the breach of such regulations;
 - x. a declaration stating that both the Club and the player accept that a contract may be terminated either by written agreement between both parties, or unilaterally for a just cause or sporting just cause according to FIFA or these regulations;
 - xi. a declaration stating that the player shall have the obligation to report to all training sessions, matches and other events of the Club in which his presence is required, unless the Club grants permission to the player not to report to such training sessions, matches or other events of the Club;
 - xii. a declaration stating the expected behaviour of the player by the Club during the term of the contract;
 - xiii. a declaration as to whether FIFA agents or intermediaries have been involved in the negotiations of the contract. If FIFA agents or intermediaries are involved in the negotiations of the contract their name and surname, passport number or Bruneian identity card number, and address are to be included in the contract, including the remuneration due to them for services provided in the negotiation of such contract;
 - xiv. a declaration stating that any alteration to the contract shall be made in writing and in agreement between the parties, and that such alteration shall be filed by the Club to the FABD within fourteen (14) days from the signing of such instrument;
 - xv. a declaration stating that all parties to the contract are submitting themselves to the Statute and regulations of the FABD and of FIFA, and that all disputes relating to such contract shall be submitted exclusively to the Dispute Settlement Committee of the FABD;
 - xvi. a declaration stating that the contract is being signed in triplicate original, and that an original shall be kept by the Club, another original shall be kept by the player, and the other original shall be filed with the FABD by the Club within fourteen (14) days from the signing of the contract;
 - xvii. a declaration stating that in the event of a conflict between the professional contract and the FABD's regulations, the FABD's regulations shall apply, unless the matter is covered by the FIFA Regulations, in which case, these will apply.
 - xviii. the initials of all parties on each page of the contract, and the signatures of all parties on the last page of the contract.

(e) Any dispute arising out of the Professional Contract will be dealt with by the Dispute Settlement Committee (the "NDRC") in accordance with these Rules and the FIFA Regulations.

(f) All contracts must be in the full name of the Club Member. If the Club Member is a corporate body, the contract must also include the Company Registration Number.

- (g) Club Members entering into professional contracts with Players must provide the FABD with a copy of the Business Trade and Professions Certificate in accordance with the Business Trade and Professions Act.
- (h) All payments made to Player Members must be made directly by the Club in Brunei Dollars and fully recorded in the accounting records of the Club Member;
- (i) The written contract must be properly registered with the Labour Department in Brunei Darussalam in accordance with these Rules;
- (j) All salaried payments must be subject to PAYE and Social insurance contributions in accordance with Bruneian Law and these Regulations;
- (k) The validity of the contract may not be made subject to a successful medical examination and/or the grant of a work permit. Thus, the prospective Club of a player is required to make any necessary investigations, studies, tests and/or medical examinations or to take any other appropriate action before concluding the agreement as otherwise it may be liable to pay the full amount of remuneration due to the player
- (l) The Disciplinary Committee of the FABD and/or the FIFA Disciplinary Committee may impose disciplinary measures on Clubs that do not observe the obligations set out in this article.
- (m) A player's contract cannot be terminated for purposes related to an injury sustained by the player whilst rendering services to his Club.
- (n) If a Club fails to adhere to the provisions of this Article, it will be subject to disciplinary measures under the FABD's Disciplinary Rules and (if applicable) the FIFA Regulations.
- (o) 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 5 years. Contracts of any other length shall only be permitted if consistent with national law. 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.
- (p) 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.
- (q) If a professional enters into more than one contract covering the same period, the provisions of Articles 13-15 shall apply.

ART. 13. TERMINATION OF PROFESSIONAL CONTRACT – JUST CAUSE

- (a) A contract between a professional and a Club may only be terminated upon expiry of the term of the contract or by mutual agreement.
- (b) As an exception to 13(a) above, 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.

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

(d) A contract cannot be unilaterally terminated during the course of a season.

ART. 14. CONSEQUENCES OF TERMINATING A CONTRACT WITHOUT JUST CAUSE

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

(a) In all cases, the party in breach shall pay compensation. Subject to the provisions of Training Compensation contained in these Rules and in the FIFA Regulations, and unless otherwise provided for in the contract, compensation for the breach shall be calculated with due consideration for Bruneian law, the specificity of sport, and any other objective criteria. This 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 (amortized over the term of the contract) and whether the contractual breach falls within a protected period.

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

(c) In addition to the obligation to pay compensation, sporting sanctions shall also be imposed on any player found to be in breach of contract during the protected period. This sanction shall be a four-month restriction on playing in official matches. In the case of aggravating circumstances, the restriction shall last six months. These sporting sanctions shall take effect immediately once the player has been notified of the relevant decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs. This suspension of the sporting sanctions shall, however, not be applicable if the player is an established member of the representative team of the association he is eligible to represent, and the association concerned is participating in the final competition of an international tournament in the period between the last match and the first match of the next season. Unilateral breach without just cause or sporting just cause after the protected period shall not result in the 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.

(d) In addition to the obligation to pay compensation, sporting sanctions shall be imposed on any Club found to be in breach of contract or found to be inducing a breach of contract during the protected period. It shall be presumed, unless established to the contrary, that any club signing a professional who has terminated his contract without just cause has induced that professional to commit a breach. The club shall be banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods. The club shall be able to register new players, either nationally or

internationally, only as of the next registration period following the complete serving of the relevant sporting sanction. In particular, it may not make use of the exception and the provisional measures stipulated in article 6 paragraph 1 of the FIFA Regulations in order to register players at an earlier stage.

(e) Any person subject to the FIFA statutes and regulations who acts in a manner designed to induce a breach of contract between a professional and a Club in order to facilitate the transfer of the player shall be sanctioned.

ART. 15. THIRD PARTY INFLUENCE ON CLUBS

(a) 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.

(b) The FIFA Disciplinary Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this Article.

ART. 16. THIRD PARTY OWNERSHIP OF PLAYERS' ECONOMIC RIGHTS

(a) 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 future transfer or transfer compensation.

(b) The interdiction as per paragraph 1 comes into force on 1 January 2022.

(c) Agreements covered by paragraph 1 which predate 1 January 2022 may continue to be in place until their contractual expiration. However, their duration may not be extended.

(d) The validity of any agreement covered by paragraph 1 signed between 1 January 2021 and 31 December 2021 may not have a contractual duration of more than 1 year beyond the effective date.

(e) By the end of December 2021, 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.

(f) The FIFA disciplinary Committee may impose disciplinary measures on clubs or players that do not observe the obligations set out in this Article.

ART. 17. AMATEUR PLAYERS

- (a) Amateur Players may register for a Club for one season at a time.
- (b) Players registered as Amateurs agree and acknowledge their commitment to play for the respective club for the entire season, and accept that they will require written consent from their respective Club in order to transfer to another Bruneian Club in the same season.
- (c) Similarly, Clubs may not unreasonably withhold the said consent and must, if withheld, provide the FABD with a written explanation as to why the consent is not being given. The matter will then be considered by the National Dispute Resolution Committee.
- (d) An Amateur Player can only register with another Club during the Transfer Window(s).
- (e) The Procedure for the transfer of an Amateur Player will be different if the intended transfer will result in the Player becoming Professional. In such a case, the procedure for the player becoming a professional will consist of the steps described in Article 20 (c)-(f) below.

ART. 18. REGISTRATION PROCESS

- (a) Players will be processed for registration with the FABD once;
 - i. all the required documentation and information (the “Registration Documents”) has been uploaded on and submitted to the FABD via the FIFA Connect System ; and
 - ii. The prescribed fee has been paid.
- (b) Upon receipt of the required Registration Documents, the FABD will process the registration of the Player and where applicable, request the International Transfer Certificate from the player’s previous Association.
- (c) Once the ITC has been received and payment of the prescribed fee has been received, the FABD shall complete the registration by no later than two working days of receiving the prescribed fee from time to time in place. In any event, all registrations will take at least 24 hours to process.
- (d) The FABD will inspect the Registration Documents prior to validating and approving the registration of the player. If there are any documents missing or if any document is incomplete/incorrect, the registration will be rejected. In these cases, the FABD will revert to the Club in writing requesting the correct documentation.

(e) The FABD has set parameters within FIFA Connect System to assist Clubs in providing the FABD with accurate and authentic documentation to comply with registration requirements. Clubs must therefore ensure that all the information inputted and all documentation uploaded is accurate and correct.

(f) In consideration of (e) above, the FABD will not be held responsible or accountable for any consequences arising out of any incorrect information inputted or documentation uploaded onto FIFA Connect System by the Club.

(g) A registration will only be considered complete and active once :

- i. The FABD issues the Player with his/her FABD Identification Card; and
- ii. The Player appears in the Club squad list in FIFA Connect System.

(h) FABD Forms completed by Clubs and Players will not be deemed valid until these have been submitted to the FABD via the FIFA Connect System.

(i) At the conclusion of each Transfer Window, every Club must have at least the minimum number of registered players permitted by the respective competition in which it is competing, as well as complying with the Home Grown Player squad quotas permitted. Failure to do so will result in the automatic expulsion of the Club from the respective competition for the current season, as well as the possibility of additional disciplinary action in accordance with FABD Disciplinary Regulations.

HOME GROWN PLAYER REGISTRATION

(j) Clubs must at all times comply with the Home Grown Player Rules from time to time in force in FABD Competitions.

(k) For the Purpose of this rule, a Home Grown Player is defined as a player who is eligible to play for the Brunei Darussalam National Squad and therefore as follows :

- i. The Player must be in possession of a Bruneian passport; and
- ii. must fulfil at least one of the following conditions:-
 1. He or she was born in Brunei Darussalam.
 2. His or her biological mother or biological father was born in Brunei Darussalam.
 3. His or her biological grandmother or grandfather was born in Brunei Darussalam; or
 4. He has lived continuously in Brunei Darussalam for at least two years.

(l) The onus of proof for a Player to be cleared as Home Grown falls entirely with the Club and/or the Player.

(m) In this regard, if a Player, by virtue of residence and/or acquiring a Bruneian Passport, satisfies the Home Grown Player requirements, he/she or his/her Club must apply to the FABD in writing, requesting official confirmation that a player is in fact Home Grown, stating under which requirement above the application is being made, and providing documentary evidence to satisfy the request.

(n) The FABD shall consider all the documentation provided, and either accept or reject the request in writing.

(o) The FABD may also request additional documentation at its own discretion.

(p) Clubs must not choose the Home Grown Player box in FIFA Connect System for the player without this written confirmation from the FABD. The fact that the Player is confirmed by the FABD in FIFA Connect System does not mean that it has accepted the Player's status.

SECTION C: TRANSFERS

ART. 19. INTERNATIONAL TRANSFERS

(a) Transfers of players between Clubs belonging to different associations shall be regulated by the FIFA Regulations. Transfers of players between Clubs belonging to the FABD shall be governed by these Regulations.

ART. 20. PROFESSIONAL PLAYERS

(a) Clubs are free to transfer their Professional Players during the Transfer Windows, in accordance with the terms of the Professional Contract and these Rules.

(b) The Player must be re-registered by the Club to which he is being transferred;

(c) In order to register the transfer with the FABD, the new Club must, during the Transfer Window period :-

- i. Pay all fees agreed and due as stipulated in the transfer & provide proof of payment; and
- ii. Register the Professional Contract with the FABD together with the duly completed FABD Transfer Form and corresponding documentation requested therein via the FIFA Connect System.

(d) A transfer must be bona fide; applications for the purpose of obtaining a Player's registration for special matches are not permitted.

(e) In the event of a Player registration being transferred from one Team to another in consideration of the payment of a fee, a copy of the written transfer agreement must be sent to the FABD with the transfer and registration forms and the contract of employment. In the event of a transfer of a Player where a consideration is agreed, the consideration can only be paid between the two Teams (the transferor and transferee Teams). The full name of each contracting Team should be stated in the transfer agreement. The full consideration involved must be recorded in the accounting records of both Teams.

(f) The FABD does not recognize restrictive clauses contained in private agreements between teams, regarding player participation in certain matches.

ART. 21. AMATEUR PLAYERS

(a) Amateur Players moving clubs will be required to complete a transfer form which is duly signed by the player and an authorized signatory of both clubs. The transfer form must be uploaded on and submitted to the FABD via the FIFA Connect system by the Player's intended new Club.

(b) A club cannot unreasonably withhold its consent to the transfer of an Amateur Player. In the event of a dispute in this regard, the relevant party may request the FABD to resolve the matter via its National Dispute Resolution Committee.

ART. 22. PROTECTION OF MINORS

(a) International transfers of players are only permitted if the player is over the age of 18;

(b) The following three exceptions to this rule apply :-

- i. The players' parents move to the country in which the new Club is located for reasons not linked to football.
- ii. The transfer takes place within the territory of the European Union or European Economic Area and the player is aged between 16 and 18. In this case, the new Club must fulfil the following minimum obligations :
 1. It shall provide the player with an adequate football education and/or training in line with the highest national standards;
 2. It shall guarantee the player an academic and/or school and/or vocational education and/or training. Which will allow the player to pursue a career other than football should he cease playing professional football;
 3. It shall make all necessary arrangements to ensure the player is looked after in the best possible way (optimum living standards with a host family or in Club accommodation, appointment of a mentor at the Club etc)
 4. It shall, on registration of such a player, provide the relevant association with proof that it is complying with the aforementioned obligations.
- iii. The player lives no further than 50km from a national border and the Club with which the player wishes to be registered in the neighbouring association is also within 50km of that border. The maximum distance between the player's domicile and the Club's headquarters shall be 100km. in such cases, the player must continue to live at home and the two associations concerned must give their explicit consent.

(c) The conditions of this Article shall also apply to any player who has never previously been registered with a Club and is not a national of the country in which he wishes to be registered for the first time and has not lived continuously for at least the last five years in said country.

(d) Every international transfer according to 21(b) above and every first registration according to 21(c) above, as well as every first registration of a foreign minor player who has lived continuously for at least the last five years in the country in which he wishes to be registered is subject to the approval of the sub-committee appointed by the Players' Status Committee for that purpose. The application for approval shall be submitted by the association that wishes to register the player. The former association shall be given the opportunity to submit its position. The sub-committee's approval shall be obtained prior to any request from an association for an International Transfer Certificate and/or a first registration.

(e) Any violations of Article 19 of the FIFA Regulations will be sanctioned by the Disciplinary Committee in accordance with the FIFA disciplinary Code. In addition to the association that failed to apply to the sub-committee, sanctions may also be imposed on the former association for issuing an International Transfer Certificate without the approval of the sub-committee, as well as on the Clubs that reached an agreement for the transfer of a minor.

(f) The procedures for applying to the sub-committee for a first registration and an international transfer of a minor are contained in Annex 2 of the FIFA Regulations.

ART. 23. REGISTRATION AND REPORTING OF MINORS AT ACADEMIES

(a) Clubs that operate an academy with legal, financial or de facto links to the Club are obliged to report all minors who attend the academy to the association upon whose territory the academy operates.

(b) Each association is obliged to ensure that all academies without legal, financial or de facto links to a Club:

- i. run a Club that participates in the relevant national championships; all players shall be reported to the association upon whose territory the academy operates, or registered with the Club itself; or
- ii. report all minors who attend the academy for the purpose of training to the association upon whose territory the academy operates.

(c) Each association shall keep a register comprising the names and dates of birth of the minors who have been reported to it by the Clubs or academies.

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

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

(f) Article 19 shall also apply to the reporting of all minor players who are not nationals of the country in which they wish to be reported.

SECTION D: TRAINING COMPENSATION

ART. 24. RESPONSIBILITY TO PAY TRAINING COMPENSATION

- (a) A player's training and education takes place between the ages of 8 (eight) and 23 (twenty-three). Training compensation shall be payable for training incurred from the age of 8 (eight) till the age of twenty-three (23).
- (b) Training compensation shall be paid to a player's training Club(s) :
- i. When a player signs his first contract as a professional, and
 - ii. Each time a professional is transferred until the end of the season of his 23rd birthday.
- (c) 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.
- (d) On registering as a professional player for the first time with the FABD, the Club with which the player is registered must pay within 30 days of the filing of the registration with the FABD, to every Club with which the player has been previously registered since the year of his eighth birthday.
- (e) If a player, during a period in which he was an amateur player, prior to attaining the age of 23 was transferred on loan to another Club, training compensation shall be payable to such other Club and not the player's original Club.

ART. 25. CALCULATION OF TRAINING COMPENSATION

- (a) A player's training and education takes place between the ages of 12 and 23. Training compensation shall be payable, as a general rule, up to the age of 23 for training incurred up to the age of 21, unless it is evident that a player has already terminated his training period before the age of 21. In the latter case, training compensation shall be payable until the end of the season in which the player reaches the age of 23, but the calculation of the amount payable shall be based on the years between the age of 12 and the age when it is established that the player actually completed his training.
- (b) The obligation to pay training compensation is without prejudice to any obligation to pay compensation for breach of contract.
- (c) Training compensation is due when:
- i. a player is registered for the first time as a professional; or
 - ii. a professional is transferred between two clubs in Brunei (whether during or at the end of his contract), before the end of the season of his 23rd birthday.

(d) Training compensation is not due if:

- i. the former club terminates the player's contract without just cause (without prejudice to the rights of the previous clubs); or
- ii. a professional reacquires amateur status on being transferred.

(e) On registering as a professional for the first time, the Club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from the season of his 12th birthday. The amount payable is calculated on a pro rata basis according to the period of training that the player spent with each club. In the case of subsequent transfers of the professional, training compensation will only be owed to his former club for the time he was effectively trained by that club.

(f) 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.

(g) 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.

(h) 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 shall be based on the training and education costs of an academy.

(i) For the purpose of calculation of training compensation, the players' career history as provided in the player passport shall be considered from the commencement of the previous Season

(j) The NDRC shall adjudicate on the disputes concerning the amount of training compensation payable and shall have discretion to adjust this amount if it is clearly disproportionate to the case under review.

(k) However, till such time as the NDRC is established and/or functional as per the NDRC Regulations, the matters related to dispute concerning the amount of training compensation payable shall be taken up by the FABD Players' Status & Transfer Standing Committee.

(l) If a player for which training compensation has been paid in accordance with the above provisions registers either as an amateur or professional for another Club within twelve months from his first registration as a professional, then the new Club registering the player shall be liable to pay training compensation as if the player has registered as a professional player for the first time. In such cases, the Club which has registered the player as a professional first, shall renounce to the training compensation paid to the Clubs already paid.

ART. 26. DISPUTE SETTLEMENT

(a) If a dispute on the amount of training compensation payable arises between Clubs, then the dispute shall be directed to the National Dispute Resolution Committee following a claim made by one of the Clubs. The decision of the NDRC is final.

(b) If a Club entitled to training compensation under these Regulations does not receive such payment within 30 days from the registration of the player, the Club may file a complaint with the NDRC. The decision of the NDRC may be appealed to the Appeals Committee of the FABD.

SECTION E: MECHANISM

ART. 27. SOLIDARITY CONTRIBUTION

(a) If a professional moves during the course of his 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 solidarity contribution to the Club(s) involved in his training and education over the years (calculated pro rata if less than one year) he was registered with the relevant Club(s) between the season of his 12th and 23rd birthdays, as follows :-

- i. Season of 12th birthday: 5% (i.e. 0.25% of total compensation)
- ii. Season of 13th birthday: 5% (i.e. 0.25% of total compensation)
- iii. Season of 14th birthday: 5% (i.e. 0.25% of total compensation)
- iv. Season of 15th birthday: 5% (i.e. 0.25% of total compensation)
- v. Season of 16th birthday: 10% (i.e. 0.5% of total compensation)
- vi. Season of 17th birthday: 10% (i.e. 0.5% of total compensation)
- vii. Season of 18th birthday: 10% (i.e. 0.5% of total compensation)
- viii. Season of 19th birthday: 10% (i.e. 0.5% of total compensation)
- ix. Season of 20th birthday: 10% (i.e. 0.5% of total compensation)
- x. Season of 21st birthday: 10% (i.e. 0.5% of total compensation)
- xi. Season of 22nd birthday: 10% (i.e. 0.5% of total compensation)
- xii. Season of 23rd birthday: 10% (i.e. 0.5% of total compensation)

(b) The new Club shall pay the solidarity contribution to the training Club(s) pursuant to the above provision no later than 30 days after the player's registration or, in the case of contingent payments, 30 days after the date of such payments.

(c) The Disciplinary Committee may impose disciplinary measures on Clubs that do not observe the obligations set out in this Article 27.

SECTION F: CONCLUDING ARTICLES

ART. 28. QUESTIONS RELATING TO THE REGISTRATION OF PLAYERS

(a) Any question related to the registration of players, unless otherwise specified in these regulations, shall be decided by the Players' Status & Transfer Standing Committee on an appeal by the interested party.

(b) Appeals to the FABD under this rule shall be in writing, filed with the FABD and shall be accompanied by a fee of BND200.00.

(c) The decision of the appropriate committee, as the case may be, shall be final and binding. It shall be in the discretion of the body deciding the appeal whether the appeal's fee shall be retained by the FABD or refunded to the appellant.

ART. 29. RULES AND REGULATIONS REGARDING WOMEN AND FUTSAL PLAYERS

(a) The Governance & Strategy Board may make different rules and regulations regarding female players and players taking part in Futsal competitions.

ART. 30. JURISDICTION AND DISPUTES

(a) Member Clubs, Registered Clubs, Associated Clubs, Member Associations and national players registered and affiliated with the FABD shall submit themselves to the jurisdiction of the FABD in relation to national disputes and in national matters connected with these regulations.

(b) Member Clubs, Registered Clubs, Associated Clubs, Member Associations and international players registered and affiliated with the FABD shall submit themselves to the jurisdiction of the FIFA in relation to international disputes and in international matters connected with these regulations. As such, Article 22 of the FIFA Regulations will apply.

(c) Disputes between FABD Club Members shall be submitted to the NDRC in accordance with the FABD Disciplinary Regulations.

ART. 31. FORMS NEEDED IN ACCORDANCE WITH THESE REGULATIONS

(a) Forms needed in accordance with these regulations shall be established by the Players' Status & Transfer Standing Committee.

ART. 32. MATTERS NOT PROVIDED FOR

(a) Matters not provided for in these regulations shall be decided by the Governance & Strategy Board of the FABD upon recommendation from the FABD Executive Committee, whose decisions are final.

ART. 33. ENTRY INTO FORCE

(a) These Regulations came into force on the 1 JANUARY 2022.

[Statement of approvals].