

\REGULATIONS FOR THE STATUS & DOMESTIC TRANSFER OF PLAYERS PREAMBLE

In accordance with the provisions of Article 26(3) of the FIFA Regulations on the Status and Transfer of Players, these regulations, which shall govern the domestic transfer of players registered with the Ghana Football Association, are hereby adopted by the GFA Congress.

DEFINITIONS

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

- **1. Former Association**: the association to which the former club is affiliated.
- **2. Former Club**: the club that the player is leaving.
- **3. New Association**: the association to which the new club is affiliated.
- **4. 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 confederations and the associations, or authorised by them.
- 7. 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.
- **8.** Registration Period: a period fixed by the relevant association in accordance with Article 6 of this regulation.
- **9.** <u>Season</u>: the period starting with the first official match of the relevant national league championship and ending with the last official match of the relevant national league championship.
- **10.** <u>Training Compensation</u>: the payments made in accordance with Article 20 27 to cover the development of young players.
- 11. Minor: a player who has not yet reached the age of 18.

12. 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.

13. <u>Transfer Matching System (TMS)</u>: the transfer matching system (TMS) is 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.

Article 1: **INTRODUCTORY PROVISION SCOPE**

1. These regulations seek to lay down binding rules concerning the Status of

Players, their eligibility to participate in organized football in the country as well as their Transfer between clubs in membership with the Ghana Football Association.

- 2. The regulations also lay down rules for the settlement of disputes between clubs
 - and players, in accordance with the principles stipulated in the parent legislation, namely the FIFA regulations on the Status and Transfer of players. They further provide a system to reward clubs that invest in the training and education of young players.
- 3(a) Certain provisions in the FIFA regulations that are considered to be sacrosanct,

are embodied without modification in these regulations. These are Article 2 – 8, 10, 11,18a & b, 19a and 19b.

- (b) Other provisions, while not considered mandatory, are nevertheless required to
 - be provided for in these regulations, so however that the basic principles underlying them as contained in the FIFA regulations are respected. These include the following principles, which have been considered:
 - Article 13; The principle that contracts must be respected;

 Article 14: The principle that contracts may be terminated by either party

without consequences where just cause can be established for doing so;

 Article 15; The principle that contracts may be terminated by professionals

with sporting just cause;

 Article 16; The principle that contracts cannot be terminated during the

course of the season;

 Article 17 i & ii; The principle that in the event of termination of contract without Just cause compensation shall be payable and that such

compensation may be stipulated in the contract in advance

- Article 17iii vi. The principle that in the event of termination of a contract without just cause, sporting sanctions shall be imposed on the party in breach.
- 4. These regulations also govern the release of players to associations' national

teams, and players eligibility to play for such teams in accordance with the provisions of Article 33 of these Regulations. These provisions are binding for all clubs within the GFA.

Article 2: **STATUS OF PLAYERS: AMATEUR AND PROFESSIONAL PLAYERS**

- 1. Players participating in organised football in Ghana are either amateurs or professionals.
- 2. A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.

Article 3: **REACQUISITION OF AMATEUR STATUS**

1. A player registered as a professional may not re-register as an amateur until at

least 30 days after his last match as a professional.

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

Article 4: **TERMINATION OF ACTIVITY**

- 1. Professionals who end their careers upon expiry of their contracts and amateurs who terminate their activity shall remain registered at the association of their last club for a period of 30 months.
- 2. This period begins on the day the player made his last appearance for the club in an official match.

Article 5: **REGISTRATION OF PLAYERS**

- 1. A player must be registered with the GFA to play for a club as either a professional or an amateur in accordance with the provisions of article 2. Only registered players are eligible to participate in organised football. By the act of registering, a player agrees to abide by the statutes and regulations of FIFA, CAF, WAFU and the GFA.
- **2.** A player may only be registered with one club at a time.
- 3. 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 (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 towards his previous clubs. Equally, the provisions relating to the registration periods (article 6) as well as to the minimum length of a contract (article 18a paragraph 3) must be respected.
- 4. Under all circumstances, due consideration must be given to the sporting integrity of the competition. In particular, a player may not play in official matches for more than two clubs competing in the same GFA championship or cup during the same season, subject to stricter individual competition regulations of the GFA.

Article 6. **REGISTRATION PERIODS**

1. Players may only be registered during one of the two annual registration periods

fixed by the GFA. 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 GFA is authorised 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, the GFA may take provisional measures in order to avoid abuse, subject to Article 22 of the FIFA Regulations on the Status and Transfer of Players.

- 2. 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 twelve 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 the transfer matching system (TMS) at least 12 months before they come into force (cf Annex 3, Article 5(1) paragraph 1 of the FIFA Regulation on Status and Transfer of Players). FIFA shall determine the dates for any association that fails to communicate them on time.
- 3. Players may only be registered subject to the exception provided for in article 6 paragraph 1 of the FIFA Regulations on the Status and Transfer of Players upon submission of a valid application from the club to the GFA during a registration period.
- 4. The provisions concerning registration periods do not apply to competitions in which only amateurs participate. The GFA shall specify the periods when players may be registered for such competitions provided that due consideration is given to the sporting integrity of the relevant competition.

Article 7 **PLAYER PASSPORT**

The GFA 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.

Article 8 **APPLICATION FOR REGISTRATION**

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

Article 9 **LOAN OF PROFESSIONALS**

- **1.** A professional may be loaned to another club on the basis of a written agreement
 - between him and the club 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. For the avoidance of doubt, only a player under contract can be loaned out.
- 2. Subject to article 5 paragraph 3, the minimum loan period shall be the time between two registration periods.
- **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 authorisation of the club that released the player on loan and of the player concerned.

Article 10 **UNREGISTERED PLAYERS**

Any player not registered by the GFA 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 GFA or the organiser of the competition concerned.

Article 11 ENFORCEMENT OF DISCIPLINARY SUSPENSIONS

Any disciplinary suspension imposed on a player prior to a transfer must be enforced or applied by the new clubs at which the player is registered. The former club is obliged to notify the new clubs of any sanction in writing and upon issuing the DTC.

Article 12 **RESPECT OF CONTRACT**

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

Article 13 **TERMINATING A CONTRACT WITH JUST CAUSE**

Where it can be established that there is just cause to do so, a contract may be terminated by either party (player or club) without consequences of any kind (i.e., either the payment of compensation or the imposition of sporting sanctions)

Article 14 **TERMINATING A CONTRACT WITH SPORTING JUST CAUSE**

- It is legitimate for an established professional, who has featured in less than 10% of his club's official matches in a season, to terminate his contract prematurely by applying to the Players' Status Committee to be granted free agency on the ground of sporting just cause, or just cause justifiable purely on sporting grounds.
- The Committee shall give due consideration to the player's circumstances. The existence of sporting just cause shall be established by the PSC on a case-by-case basis. In such a case, sporting sanctions shall not be imposed, though compensation may still be payable.

Article 15 **RESTRICTION ON TERMINATING A CONTRACT DURING THE SEASON**

It is not permitted for a contract to be unilaterally terminated during the course of a season.

Article 16 CONSEQUENCES OF TERMINATING A CONTRACT WITHOUT JUST CAUSE

Where a contract is terminated without just cause, the following provision shall apply:

- 1. **Payment of Compensation**: Compensation shall be paid by the party (either player or club) in breach of the contract. The compensation shall be calculated with due regard to the labour laws of Ghana, the specific case of football as a sport, and other objective criteria including the player's remuneration and/or other fringe benefits that he may be entitled to under his current or new contract, the time left of his current contract up to a minimum of five (5) years, the fees or expenses paid or incurred by the former club amortised over the term of the contract and finally, whether the contractual breach occurred during the protected period.
- 2. If a professional is liable to pay compensation, the player and his new club shall be held jointly and severally liable for its payment. The amount may be stipulated as a buy-out clause in the contract, or negotiated and agreed between the parties.
- 3. <u>Imposition of Sporting Sanctions</u>: Besides the obligation of the payment of compensation, sporting sanctions shall also be imposed on any player guilty of breaching his contract during the protected period. This sanction shall be a 4month ban on playing any official matches and in more serious areas, the ban shall be extended to 6months (see Art. 17.3 of the FIFA Regulations).
- 4. Unilateral breach without just cause or sporting just cause that occurs 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 15days following the last official match of the season. With regards to a club in breach of contract or found guilty of inducing a player to breach a contract during the protected period, in addition to the obligation to pay compensation, sporting sanctions shall be imposed on such a club. It shall be presumed, unless the club can prove the contrary, that any club signing a professional who has terminated his contract without just cause, has induced the professional to commit the breach. That club shall be banned from registering any new player(s) domestically for one registration period in addition to a fine of not less than Gh \$\psi_5,000.
- 5. Any person subject to the GFA Statutes and Regulations (player, club, official, players' agent, etc) 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, is subject to sanction

Article 17a. SPECIAL PROVISIONS RELATING TO CONTRACTS BETWEEN

PROFESSIONALS AND CLUBS

- 1. All contracts signed between a player and a club shall take effect from the commencement date and terminate on the expiry date as agreed by the parties.
- 2. If an agent is involved in the negotiation of a contract, he shall be named in that contract.
- 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 years. Contracts of any other length shall only be permitted if consistent with labour laws of Ghana. 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 recognised.
- 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.
- 5. The validity of a contract may not be made subject to a successful medical examination and/or the grant of a work permit.
- If a professional enters into more than one contract covering the same period, the provisions set forth in Article 17 shall apply.

Article 17b THIRD-PARTY INFLUENCE

Third-party influence on clubs

- 1. No club shall enter into a contract which enables any other party to that contract or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.
- **2.** The GFA Disciplinary Committee may impose disciplinary measures on clubs

and officials that do not observe the obligations set out in this article.

Article 18a INTERNATIONAL TRANSFERS INVOLVING MINORS Protection of minors

- 1. International transfers of players are only permitted if the player is over the age of 18.
- 2. The following two exceptions to this rule shall apply:
- a) The player's parents move to the country in which the new club is located

for reasons not linked to football.

b) The player lives no further than 50km from any of Ghana's borders 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.

- 3. 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.
- 4. Every international transfer according to paragraph 2 above and every first registration according to paragraph 3 above is subject to the approval of the subcommittee appointed by the FIFA Players' Status Committee for that purpose. The application for approval shall be submitted by the GFA. The former association

shall be given the opportunity to submit its position. The subcommittee's approval shall be obtained prior to any request from the GFA for an International Transfer Certificate and/ or a first registration. Any violation of this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Code. In addition to the GFA 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.

5. The procedures for applying to the sub-committee for a first registration and an

international transfer of a minor are contained in Article 18(a)(4) of these regulations.

Article 18b. REGISTRATION AND REPORTING OF MINORS AT ACADEMIES

1. Clubs in Ghana wishing to operate an academy shall first apply to the GFA for a

license. Any such club that operate an academy with legal, financial or de facto links to the club are obliged to supply bio data on all minors who attend the academy to the GFA.

2. The GFA shall ensure that all academies without legal, financial or de facto links

to a club:

a) run a club that participates in the relevant national championships; all

players shall be reported to the GFA, or registered with the club itself; or

- b) report all minors who attend the academy for the purpose of training to the GFA.
- 3. The GFA 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.

- 4. Through the act of reporting, academies and players undertake to practice football in accordance with the GFA Statutes, and to respect and promote the ethical principles of organised football.
- 5. Any violation of this provision will be sanctioned by the Disciplinary Committee

in accordance with the GFA Disciplinary Code.

6. Article 19 shall also apply to the reporting of all minor players who are not

Ghanaian nationals.

Article 19 **TRAINING COMPENSATION FOR YOUNG PLAYERS** 19(a) **OBJECTIVE**

It is recognized that a player's training and education takes place between the ages of twelve (12) and twenty-three (23). Training compensation shall therefore be payable, as a general rule, up to the age of 23 for training expenses incurred up to the age of twenty-one (21), unless it is evident that a player has already terminated his training earlier. In the latter case compensation shall be due until the player reaches the age of twenty-three (23), but the calculation of the amount of compensation shall be based on the years between twelve (12) and the age when it is established that the player actually completed his training.

19(b) The obligation to pay training compensation is without prejudice to any obligation to pay compensation for breach of contract.

Article 20 **RESPONSIBILITY TO PAY TRAINING COMPENSATION**

- 1. On registering as a professional for the first time, the club with which the player is registered is responsible for paying training compensation within 30 days of registration to every club with which the player has previously been registered (in accordance with the players' career history as provided in the player passport) and that has contributed to his training starting from 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 due to his former club for the time he was effectively trained by that club.
- 2. In both of the above cases, the deadline for payment of training compensation is 30 days following the registration of the professional with the GFA.
- 3. If a link between the professional and any of the clubs that trained him cannot be established, or if those clubs do not make themselves known within 18 months of the player's first registration as a professional, the training compensation shall be paid to the GFA and or any other association(or countries) where the professional was trained. This compensation shall be reserved for youth football development programmes in Ghana or the other country in question.

Article 21(a). PAYMENT OF TRAINING COMPENSATION

- 1. Training compensation is due:
- i. When a player is registered for the first time as a professional; or
- ii. When a player is subsequently transferred within Ghana
- iii. Each time a professional is transferred from Ghana to a club in another

association (whether during or at the end of his contract) before the end of the

season of his 23rd birthday.

iv. The obligation to pay training compensation arises whether the transfer takes

place during or at the end of the player's contract.

- 2. Training compensation is not due if:
- i. the former club terminates the player's contract without just cause (without

prejudice to the right of the previous clubs); or

- ii. the player is transferred to a category 3 or 4 club
- iii. a professional reacquires Amateur Status on being transferred.
- iv. no training compensation shall be payable when a player over the age of twenty three (23) changes clubs.

Article 21(b) CALCULATION OF COMPENSATION FOR TRAINING AND EDUCATION

1.As a general rule, to calculate the training compensation due to a player's former

club(s), it is necessary to take the costs that would have been incurred by the new club if it had trained the player itself.

2.Accordingly, the first time a player registers as a professional, the training

compensation payable is calculated by taking the training costs of the new club multiplied by the number of years of training, in principle from the season of the players' 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 last club.

- 3.To ensure the training compensation for very young players is not set at unreasonably high levels, the training costs for players for the season between their 12th and 15th birthdays (i.e. four seasons), shall be based on the training and education costs of category 4clubs.
- 4. The Players Status Committee may review disputes concerning the amount of

training compensation payable and shall have discretion to adjust this amount if it is clearly disproportionate to the case under review.

Article 22 **TRAINING COSTS**

- 1. In order to calculate the compensation due for training and education, the GFA shall classify their clubs into a maximum of four categories in accordance with the clubs' financial investment in training players. The training costs are set for each category to reflect 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 in order to produce one professional player.
- 2. The training costs, which are established on a league basis for each club, as well as the categorization of clubs for each league, shall be published on the GFA website (www.ghanafa.org). They shall be updated at the end of every calendar year. The GFA shall keep the data regarding the training category of its clubs inserted in the transfer matching system (TMS) up to date at all times.

Article 23. <u>RECOMMENDED TRAINING COSTS AND</u> CATEGORIZATION OF CLUBS

The training costs listed hereunder are recommended for each category in accordance with the table shown below and all will be reviewed as and when it becomes necessary.

LEAGUE OR	CAT. I	CAT. II	CAT. III	CAT. IV
DIVISION	GH¢	GH¢	GH¢	GH¢
Premier				
	5,000	-	-	-
Division 1 & 1st				
Class Academies	-	2,500	-	-
2 nd & 3 rd Divisions	-	-	1,000	-
Juvenile Division	-	-	-	500

Article 24 CALCULATION PARAMETERS

1. In order to calculate the compensation for training and education costs, the clubs are hereby categorized in accordance with their financial investments in training players, which is deemed to roughly correspond to the status of the league.

Four categories shall be established according to the following guidelines:

- a. **Category 1** (top level, training centre): All Premier League clubs in Ghana.
- b. Category 2: (semi professional): All 1^{st} division clubs in Ghana, as well as

Football Academies which are recognized by the GFA as $1^{\rm st}$ Class Academies,

- c. **Category 3**: All 2nd and 3rd division clubs in Ghana
- d. **Category 4**: All juvenile clubs in Ghana
- 2. Guidelines on what type of costs may be included in the calculations of training

and education costs shall be set out in a circular from FIFA.

Article 25 **TIME FOR PAYMENT OF COMPENSATION**

1. The new club shall pay the training clubs the amount due as compensation for

training and education pursuant to the above provisions at the latest within 30 days of the signature of the first contract under the terms of Article 4 of the FIFA

Regulations for the Status and Transfer of players or for any subsequent transfer,

within 30days of the player's new registration.

2. It shall be the responsibility of the new club to calculate the amount of the

compensation for the training and education and the way in which it shall be

distributed in accordance with the players' career history. The player shall, if

necessary, assist the club in discharging this obligation.

3. The GFA Disciplinary Committee shall impose disciplinary measures on clubs

or players that do not observe the obligations stipulated in the previous paragraphs. Appeals against these measures may be lodged to the GFA Appeals Committee, and if still dissatisfied, to the Court of Arbitration for Sports (CAS).

Article 26 **SOLIDARITY MECHANISM**

If a professional player moves during the course of his contract, 5% of any compensation paid (excluding training compensation) 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 between the ages of 12 – 23. This solidarity contribution reflects the number of years that the player was registered with the respective club(s), calculated pro rata for the club(s) between the season of his 12th and 23rd birthdays, as follows:

- 12 13 years 5%
- 13 14 years 5%
- 14 15 years 5%
- 15 16 years 5%
- 16 17 years 10%
- 17 18 years 10%

- 18 19 years 10%
- 19 20 years 10%
- 20 21 years 10%
- 21 22 years 10%
- 22 23 years 10%
- Over 23 years 10%

Article 27 **PAYMENT OF SOLIDARITY CONTRIBUTION**

- 1. The new club shall pay the amount due as a solidarity contribution to the training clubs pursuant to the above provisions at the latest within 30days of the player's registration.
- It is the responsibility of the new club to calculate the amount of the solidarity contribution and the way in which it shall be distributed in accordance with the player's career history. The player shall, if necessary assist the new club in discharging this obligation.
- 3. The Disciplinary Committee shall impose disciplinary measures on clubs or players that do not observe the obligations stipulated in the previous paragraphs. Appeals against these measures may be lodged with the GFA Appeals Committee, and if still not satisfied, to the Court of Arbitration for Sport (CAS).

Article 28 **JURISDICTION OF THE GFA**

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

1. disputes between clubs and players in relation to the maintenance of contractual

stability (Art.13 - 15) where has been an express intention of a player to leave his current club (DTC request) for another and a claim by an interested party in

relation to such intension, especially regarding the issue of the DTC, sporting

sanctions and compensation for breach of contract. For the avoidance of doubt.

these include application for free agency from a player.

2. employment related disputes between a player and a club within the country

which is not before an independent arbitration tribunal set up within the GFA that guarantee fair proceedings and respects the principle of equal representation of players and clubs.

3. employment related disputes between a club or the GFA itself and a coach

unless it is before an independent arbitration tribunal such as the Dispute

Resolution Committee that guarantees fair proceedings.

4. disputes between clubs in relation to training compensation and solidarity

mechanism

- 5. Players whose contracts have expired.
- 6. any other transfer dispute between clubs that does not fall under a e above

Article 29(a). PLAYERS' STATUS COMMITTEE

1. The Players' Status Committee shall adjudicate on any of the cases described

under Article 28 (1-6) above.

2. The Players' Status Committee shall adjudicate in the presence of at least three

members, including the Chairman or his Vice, unless the case is of such a nature that it may be settled by a single judge.

Article 29(b). SINGLE JUDGE OF THE PSC

The Chairman of the Players' Status Committee or a member of the Players' Status Committee appointed by the Chairman may rule as a single judge:

- 1. in cases that are urgent or that raise no complex factual or legal issues and
- 2. for a decision on the provisional registration of a player in relation to

domestic transfers, pending the resolution of the substantive case by the

relevant deciding body.

Decisions reached by the single judge or the Players' Status Committee are subject to appeal to the GFA Appeals Committee.

Article 30. **PROCEDURAL GUIDELINES**

- 1. As a rule, the Players' Status Committee shall adjudicate within 7days while the single judge shall adjudicate within 3 days. Their proceedings shall be governed by the GFA procedural rules. The minimum cost of proceedings before the Players' Status Committee and the Single Judge in respect of disputes regarding training compensation and solidarity mechanism, shall be Gh¢1,000.00, which shall be paid by the unsuccessful party.
- 2. Contractual disputes between clubs and players as well as employment-related disputes shall attract a fee of Gh¢500.00.
- 3. Disciplinary proceedings that may arise from the violation of any provision in the regulations, shall, unless otherwise stipulated herein, conform to the GFA Disciplinary code.
- 4. If there is reason to believe that a case raises disciplinary issues, the PSC and the single judge, as the case may be, shall submit the file to the Disciplinary Committee to be heard in conformity with the GFA Disciplinary Code.
- 5. None of the bodies named in the preceding paragraph shall hear any case subject to these regulations if more than 2 years have elapsed since the event giving rise to the dispute. The application of this time limit shall be examined ex officio, at the sole discretion of the deciding body, in each individual case.
- 6. Each of the bodies named above shall in taking decisions, be guided by these regulations, while also taking congnizance of all relevant national laws and/or collective bargaining agreements as well as the specific case of football.
- 7. The detailed procedure for the resolution of disputes arising from the application of these regulations shall be as further outlined in the GFA General Procedural Rules.

Article 31. RELEASE OF PLAYERS TO ASSOCCIATIONS' NATIONAL TEAMS

1. It shall be obligatory for clubs to release their registered players to the national team of the country for which the player is eligible to play on the basis of his nationality,

if the player is called up by his national association. Any agreement between a player and a club to the contrary is prohibited.

- 2. The release of players under the terms of paragraph 1 of this article is mandatory for all matches on days listed in the FIFA co-ordinated international match calendar as well as for all matches for which a special decision of the G.F.A or FIFA Executive Committee has been made.
- 3. It is however, not compulsory for a club to release players for matches scheduled on days not listed in the co-ordinated international match calendar, though clubs and national associations shall be free to negotiate in such circumstances.
- 4. The release of players is mandatory also for the period of preparation before the match, which is laid down as fellows:
 - a) Friendly matches: 48hrs
 - b) Qualifying matches for an international tournament: 4 days (including the day of the match, if the match is on the same continent), and 5 days if it is on a continent different from that of the player's club and 5 days prior to double dates (Friday Tuesday)
 - c) For qualifying matches of international tournament staged on a date reserved for friendly matches: 48 hrs
 - d) Friendly matches that are staged on a date reserved for qualifying matches for an international tournament: 48 hrs
 - e) The final competition of an international tournament: 14 days before the 1st match of the tournament.
 - f) Players shall join their national team not later than 48 hrs before kick-off.
- 5. The players of associations that have qualified automatically for the final

competition such as the FIFA WORLD CUP or for continental championship for national 'A' teams shall be released for friendly matches on date reserved for official qualifying matches in accordance with the directive that would apply for official matches staged on those dated.

- 6. The clubs and associations are free to agree a longer period of release.
- 7. Player complying with a call-up from their association under the terms of article 3 shall resume duty with their clubs no later than 24hrs after the end of the match. This period shall be extended to 48 hrs if the match concerned took place on a different continent. Clubs shall be informed in writing of the player's outbound and return schedule 10 days before the match. Association shall ensure the timely return of players to their clubs after the match.
- 8. If a player fails to resume duty with his club by the deadline stipulated herein, the period of release shall be reduced as follows the next time he is invited:
 - a) Friendly matches- 24 hrs
 - b) Qualifying matches 2 days
 - c) The final competition of an international tournament 10days

Article 32 FINANCIAL PROVISION & INSURANCE.

- 1. Clubs releasing a player in accordance with the provisions of this regulations, are not entitled to financial compensation.
- 2. Associations (including the G.F.A) calling up a player shall bear the cost of travel by the player as a result of the call-up.
- 3. Any club that releases its professional player to his senior national men's team shall be indemnified or compensated in the event that the player sustains an injury while on duty with the national 'A' team playing

matches listed in the international match calendar for the period between 1st September 2012 and 31st December 2014.

- 4. This provision is pursuant to the FIFA Club Protection Programme adopted at the 2012 FIFA Congress held in Budapest, Hungary. It is an amendment to Article 35(3) of the FIFA Regulations on the Status and Transfer of Players
- 5. The programme covers only players who, while on national 'A' team duty within

the period defined above, suffer a Temporary Total Disablement (TTD) resulting from bodily injury caused by accidents which lasts for more than 28 consecutive days.

6. Further details of the programme are contained in the Technical Bulletin on the FIFA Club Protection Programme.

Article 33 **CALL- UP OF PLAYERS**

- 1. As a general rule, every player registered with a club is obliged to respond affirmatively when called upon by his national association to play for one of its national teams.
- 2. If the Ghana Football Association wishes to call up a player who is playing in Ghana or abroad, it must notify the player in writing at least 15 days before the day of the match. If the invitation is for a final competition of an international tournament, the G.F.A. must notify the player at least 30 days to the beginning of the tournament preparation period allowed under these regulations. The players' club, whether in Ghana or elsewhere shall also be informed simultaneously. The club must confirm the player's release within 6 days.
- 3. Should the G.F.A wish to solicit FIFA's intervention for the release of a player playing abroad; it may only do so under the following 2 conditions:
 - a) It must have asked the association at which the player is registered to intervene without success

b) The case must be submitted to FIFA at least 5 (five) days before the match concerned.

Article 34 **INJURED PLAYERS**

A player who is unable to comply with a call-up from the G.F.A due to injury or illness, shall, if the G.F.A so insists, agree to undergo a medical examination by a doctor of the G.F.A's choice. Such medical examination shall, if the player so wishes, take place on the territory of the association at which he is registered.

Article 35 **RESTRICTIONS ON PLAYING**

A player who has been called up by the G.F.A to play for one of Ghana's National Team is, unless otherwise agreed by the G.F.A, not entitled to play for his club during the period for which he has been released or should have been released pursuant to the provisions contained herein. The restriction from playing for his club shall, moreover, be prolonged by 5(five) days in the event that the player, for whatever reason, did not wish to, or was unable to comply with the call-up or invitation.

Article 36 **DISCIPLINARY MEASURES**

- Any violation of any of the provisions set forth herein, shall result in the imposition of disciplinary measures.
- 2. If a club refuses to release a player or neglects to do so despite the provision of this article, the G.F.A shall invoke its power by asking the FIFA Players Status Committee to request the association to which the player belongs to declare any match(es) in which the players took part as having been lost by his club. Any points thus gained by the club in question shall be summarily forfeited by operation of law. If the match involved was a cup game, the match shall be regarded as having been won by the opposing team, irrespective of the scores.
- 3. If a player reports late for duty with his club more than once after a call-up by his association, the Players' Status Committee of the G.F.A or FIFA as the case may be, at the request of the player's

club, shall impose additional sanction on the player and also his association or the G.F.A.

Article 37. **TRANSITIONAL PROVISIONS**

- 1. Any case which was brought before the GFA prior to the adoption of these regulations, shall be assessed according to the previous regulations.
- 2. As a general rule, all other cases shall be assessed according to these regulations, except the following:
 - a. disputes regarding training compensation
 - b. disputes regarding solidarity mechanism
- c. employment related dispute relating to contracts signed before $\mathbf{1}^{\text{st}}$ July 2012.
- 3. Any case not subject to this general rule, shall be carried according to the regulations which were in force when the contract in dispute was signed, or when the disputed facts arose.

Article 38 MATTERS NOT PROVIDED FOR

Matters not provided for herein, and cases of force majeure, shall be decided by the GFA Executive Committee, whose decision shall be final.

Article 39. **ENFORCEMENT**

These regulations were adopted by the GFA Congress on September 27th, 2012, and came into force on 28th September, 2012.