



INTERNATIONAL  
**ICE HOCKEY**  
FEDERATION

# 2012 IIHF INTERNATIONAL TRANSFER REGULATIONS

**May 2011**

---

# **IIHF INTERNATIONAL TRANSFER REGULATIONS**

## **Preface**

The IIHF has produced and distributed the International Transfer Regulations to all IIHF member national associations to direct and guide the membership in the administrative organization and operation of our universally accepted and approved international player transfer program.

The principles for the international transfer of players are laid down in the IIHF Bylaws. The IIHF player transfer system uses an international transfer card (ITC) to operate this program. The goal of the program is to maintain the worldwide good order of the sport and to protect club teams and players alike. The IIHF player transfer program using ITC's is a service to member national associations and performs a key role in the IIHF player eligibility responsibilities for participation in IIHF Championships or Olympic Winter Games competitions.

The contents of the IIHF International Transfer Regulations have been updated following the 2011 Annual Congress held in Bratislava, Slovakia. The contents of the 2012 IIHF International Transfer Regulations supersede any and all previous printings of these regulations.

Therefore, we are pleased to present this current issue to all IIHF member national associations, providing the membership with the procedures and instructions for the effective operation of our player transfer program. We trust that the contents contained within this document will provide the necessary details and tools for our member national associations, their teams and their players to operate and compete in a fair and business-like manner.

Regulations pertaining to the organization of the technical components of an IIHF Championship, for sport, discipline, medical, doping control and the actual playing rules can be found in the respective rule and regulation documents of the IIHF. Please contact the IIHF Office directly for any clarification on any of the attached, or for questions on topics not covered in this publication.

# Table of Contents

<b>I</b>	<b>The International Transfer Card (ITC)</b> .....	<b>4</b>
1	General Information .....	4
2	The Transfer Procedure .....	4
3	Limited and Unlimited Transfers.....	7
4	Transfer of Players Under 18 Years of Age .....	8
5	Transfer of Players Under Contract .....	9
6	Transfers with Non-Member Organizations .....	10
7	Try-Out Exhibition Games .....	11
8	Fax Approval Procedures .....	11
10	Distribution of Documents.....	12
11	Release of a Player for National Team Games .....	12
<b>II</b>	<b>Provisions on Stability of Professional Player Contracts</b> .....	<b>13</b>
1	Definition of “Professional Player Contract” .....	14
2	Termination of Professional Player Contracts.....	14
3	Consequences of a Breach of Contract .....	14
4	Appeal Procedures for Breaches of Professional Contracts .....	15
<b>III.</b>	<b>Disciplinary Provisions</b> .....	<b>16</b>
1.	Breach of IIHF Bylaws and IIHF International Transfer Regulations	16
2.	Breach of Contracts .....	17
3.	Enforcement .....	17
	<b>Standard Release Contract</b> .....	<b>18</b>
	<b>Under 18 Player Transfer Application</b> .....	<b>20</b>
	<b>Unlimited Transfer Card Request</b> .....	<b>21</b>

# **I The International Transfer Card (ITC)**

## **1 General Information**

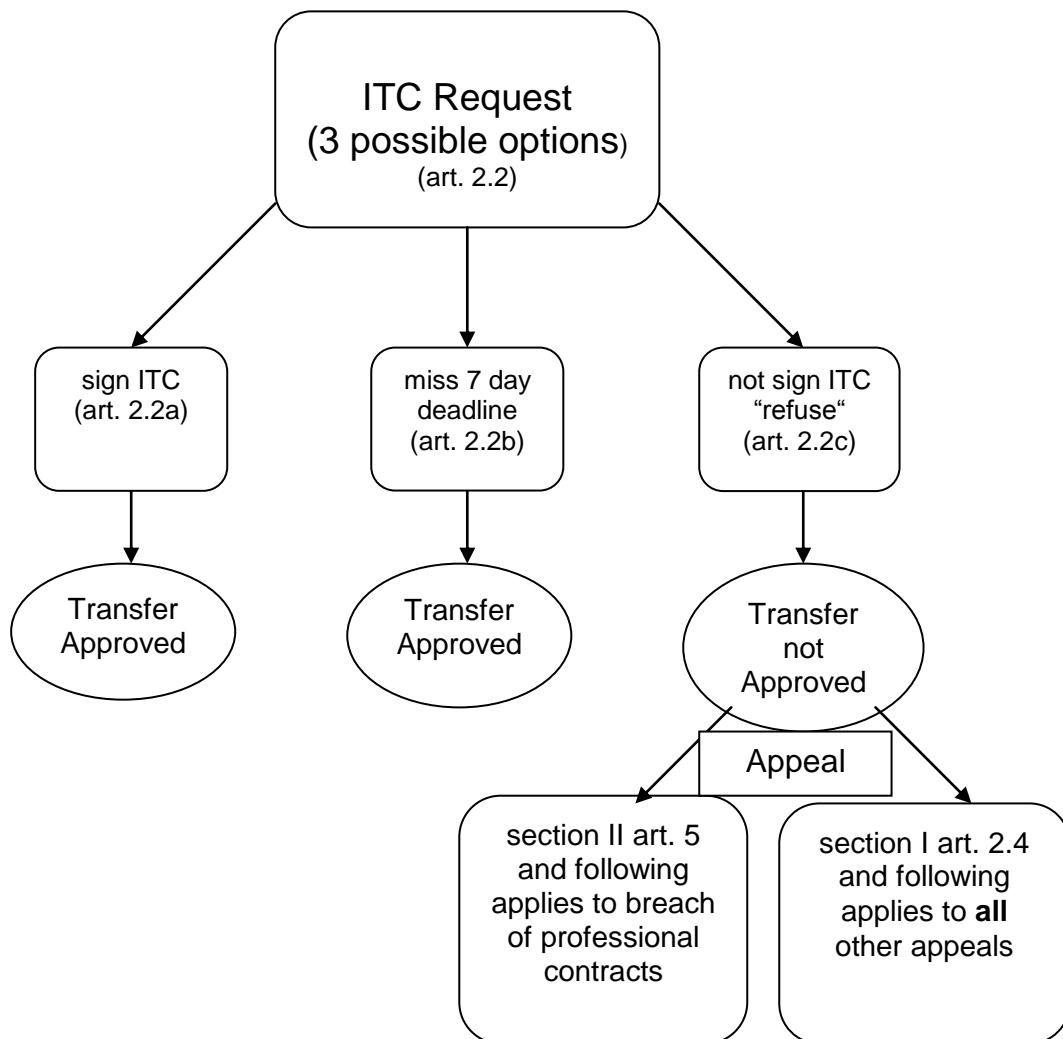
- 1.1 All players - Men or women - who wish to move from one country, irrespective of whether or not they are registered with the member national association of that country, to the member national association of another country to compete in a competition under the jurisdiction of the member national association which leads to a champion being named are required to apply for a transfer by means of the IIHF transfer card. All players under 18 years of age may be transferred by means of a letter of approval (refer to section I, article 4 of these regulations for these procedures).
- 1.2 A valid international transfer card (ITC) must be properly completed and signed by the player, by the former member national association, by the new member national association and confirmed by the IIHF. All information on the transfer card must be properly completed before it can be processed and approved by the IIHF.
- 1.3 The transfer becomes valid on the date of the IIHF confirmation. From that date the player is under the jurisdiction of the new member national association. The member associations concerned will receive a copy of the ITC confirmed by the IIHF. The player may start to play for his new club only when the new member association has received the approved ITC confirmation from the IIHF office.
- 1.4 In the case of a player playing without a valid ITC, the new member national association, the new club, the player and if applicable the new league shall be subject to disciplinary procedures of the IIHF as set out in section III of these regulations.
- 1.5 Every member national association shall organize its internal transfer procedures by issuing regulations. A member national association's internal regulations shall, however, not stand in contradiction to the IIHF Transfer Regulations.

## **2 The Transfer Procedure**

- 2.1 The player transfer procedure must be prepared first by the negotiation of the two clubs concerned if the player is under contract or the negotiation of the new club and player if the player is not under contract. Items to negotiate include the length of the new contract and the corresponding length of the transfer. Following an agreement to transfer the player, the new club to which a player wishes to transfer must begin the transfer process by acquiring and completing the ITC with the details and signatures of the player and the new member national association and must immediately inform the former club and send the ITC by way of the new member national association to the former member national association for their approval.
- 2.2
  - a) Within 7 days of receiving the ITC, the former member national association shall inform the former club and forward the signed ITC to the IIHF office, or submit the reasons for refusal of the transfer with all the relevant evidence to the IIHF office.
  - b) If the IIHF office does not receive any reply within the 7 day period or receives a refusal of the transfer without clear reasons, it will be regarded as an approval of the transfer.

c) The former member national association may only refuse to sign the transfer card if:

- 1) the player is a signed professional player currently under a professional player contract (refer to section II article 4 for appeal procedures);
- 2) the player wishing to transfer has not fulfilled his contractual obligations to his former club (all contractual obligations other than those involving signed professional player contracts) (refer to section I article 2.4 and following for appeal procedures);
- 3) the player has not fulfilled financial commitments to his former club such as debts or has not returned the club's equipment (refer to section I article 2.4 and following for appeal procedures); and
- 4) a material reason between the two clubs regarding the player transfer exists other than issues concerning compensation (an example of a material reason is the existence of a confirmed suspension or pending disciplinary proceeding by either the IIHF or by the player's member national association when such suspension is recognized by the IIHF) (refer to section I article 2.4 and following for appeal procedures).



- 2.3 If the transfer is refused by the former member national association the IIHF office will immediately inform the new member national association with a copy of the objections as submitted by the former member national association. The new member national association is responsible to inform the new club and the player about the refusal.
- 2.4 The player is entitled to appeal to the IIHF General Secretary against the refusal of his transfer within 7 days of receiving such refusal. In the appeal the player must provide the reasons for his transfer with all relevant evidence and address the objections submitted by the former member national association. The IIHF office will immediately inform the former member national association about the appeal and provide a copy of the appeal to the former member national association. See article 2.1 and 2.2 for specific transfer procedures.
- 2.5 If within 7 days the IIHF office does not receive any objections against the reasons for refusal of the transfer from the player, it will be regarded as withdrawal of the transfer application.  
If within seven days the IIHF office does not receive any objections against the player's appeal from the former member national association, it will be regarded as consent of the transfer.
- 2.6 The IIHF General Secretary may grant a longer deadline for submitting a refusals and appeals when special circumstances warrant such. If objections are received from either the player or the former member national association, the case will be investigated and decided by the IIHF General Secretary on an expedited basis. His decision may be appealed to the IIHF Executive Committee within 7 days by the player or the former member national association.
- 2.7 No hearings will be conducted and thus the IIHF General Secretary will make his decision based on the written arguments and evidence provided by the parties.
- 2.8 The IIHF General Secretary will approve the ITC should he ascertain that no reason provided in section I article 2.2(c) of these transfer procedures exists.
- 2.9 Decisions of the IIHF General Secretary may be appealed to the IIHF Executive Committee within 7 days. Such decisions shall remain in effect and shall not be stayed pending outcome of the appeal.
- 2.10 A party wishing to appeal the General Secretary's decision shall submit his appeal brief together with the grounds for such appeal (appellant may object to inaccurate representation of the facts and/or wrong application of the law and/or wrong interpretation of facts/law and/or improper procedures) to the Executive Committee, along with CHF 1000. The IIHF will automatically deduct the CHF 1000 from a member national association's account if the fee is not paid within 10 days of the start of the appeal procedure.
- 2.11 Once received, the appeal brief together with the grounds for such appeal shall be forwarded to the opposing party. The opposing party shall have 7 days in which to provide a response brief to the petition of appeal together with CHF 1000. If the opposing party does not provide a response brief within 7 days, the Executive Committee will make a decision on the appeal without the opposing party's arguments against such appeal.

- 2.12 The Executive Committee reserves the right to allow each respective party to submit further briefs and corresponding responses. A longer deadline may be granted after written request when special circumstances demand such.
- 2.13 Once the Executive Committee receives the opposing party's response brief or the 7 day deadline for the submittal of such brief has lapsed, the Executive Committee will make a final decision on an expedited basis. The Executive Committee will refund the CHF 1000 fee to the winning party. (The Executive Committee maintains wide discretion in the refunding of the appeal fee, such that if an original decision is reversed due to a significant amount of new evidence introduced in the appeal brief(s), the Executive Committee maintains the right to not refund or refund only a portion of the CHF 1000 fee.) The Executive Committee will not refund the CHF 1000 to the losing party. The Executive Committee will use the losing party's fee to cover the costs associated with the appeal procedure.
- 2.14 Decisions of the IIHF Executive Committee may be appealed to the Court of Arbitration for Sport in Lausanne (according to IIHF Statutes & Bylaws). Time limits for such appeals shall be in accordance with the Code of Sports-Related Arbitration. The appeal decision shall remain in effect and shall not be stayed pending the outcome of the appeal.
- 2.15 Any party deemed by the IIHF office to have raised an unsubstantiated objection to a transfer may be referred to the Disciplinary Committee for possible sanction.

### **3 Limited and Unlimited Transfers**

- 3.1 International transfers may be marked limited or unlimited. A limited transfer restricts the player's playing rights to a specific club and for a specific duration.
- 3.2 The duration of a limited transfer shall be negotiated and agreed by the new club and the player and may be for any specified period of time. A limited transfer card must be for a period which specifically corresponds with the duration of the new player contract. An unlimited transfer application must be accompanied with a completed 'Unlimited Transfer Card Request' included in these regulations. If no exact duration is specified on the ITC, the transfer will automatically terminate on June 30<sup>th</sup> for the Northern Hemisphere and August 31<sup>st</sup> for the Southern Hemisphere of the current season, returning the player to his former member national association on that date.
- 3.3 If a player who has obtained a limited transfer wishes to play for another club within the new member national association, he must obtain written approval from the former member national association. A copy of such written approval must be filed with the IIHF before the player may begin to play with the new club.
- 3.4 If a player wishes to return to his former member national association before his limited transfer automatically expires, a new unlimited ITC must be processed following these regulations. For such transfers the 'Unlimited Transfer Card Request' does not need to be completed.
- 3.5 If the term of a limited transfer is to be extended, a new ITC must be processed following these regulations.
- 3.6 If a player wishes to transfer to a new member national association during the duration of his limited transfer, a new ITC will be required. The new ITC shall be

approved by the national association in which the player is currently playing. Written approval is required from the former national association which originally approved the limited transfer. The duration of the new limited transfer must be consistent with the duration of the new player contract.

- 3.7 If the ITC when received by the IIHF office is not marked limited or unlimited as to duration, it will be regarded as a limited transfer and will expire on June 30<sup>th</sup> of the current season.
- 3.8 If a new member national association has a complaint against a player who has played in that national association during his limited transfer, then the complaint must be lodged in writing with the player's former member national association and the IIHF within 15 days of the expiration of the player's limited transfer. All member national associations are required to respect and uphold all other member national associations' valid and reasonable sanctions.
- 3.9 If the international transfer card is specified and signed as unlimited, the player becomes a full member of the new member national association and any future international transfers may be approved only by his new member national association.
- 3.10 A player who has obtained a limited transfer and wishes to change the transfer to an unlimited transfer during the period of the limited transfer may do so by following the procedure outlined in article 2. As a matter of clarification, such a request shall be considered as a new International Transfer Card request.
- 3.11 The transfer deadline for Northern Hemisphere Member National Associations is 23.59h (CET) on January 31 of the applicable season. The transfer deadline for Southern Hemisphere Member National Associations is 23.59h (CET) on July 31 of the applicable season. Should the deadline date fall on a weekend; the deadline date will become 23.59h (CET) on the Monday immediately following the weekend. The IIHF must receive the completed and signed original ITC via mail or a copy via fax or email by the transfer deadline. Players transferring on the transfer deadline or before must cease playing with their former member national association club once the IIHF confirms the transfer.

#### **4 Transfer of Players Under 18 Years of Age**

- 4.1 A player under 18 years of age who will compete in an under 18 or below competition may be permitted to transfer from one member national association to another by a letter of approval from his former member national association. This letter of approval must be marked limited or unlimited.
- 4.2 A copy of the letter of approval must be filed by the new member national association with the IIHF office and the former member national association. The transfer becomes valid once the IIHF office receives the completed and signed letter of approval.
- 4.3 If a player does not receive such approval from his former member national association and wishes to appeal this refusal, section I article 2.4 and following (The Transfer Procedure) will apply, unless proof is shown that the player is under a Professional Player Contract in which case section II article 4 (Appeal Procedure for Breaches of Professional Contracts) will apply. A former member national



association can only refuse to sign a LOA if one of the four reasons in section I article 2.2(c) exists.

4.4 A player who was under 18 years of age and obtained an unlimited transfer from one member national association to another by letter of approval only, then upon reaching his 18<sup>th</sup> birthday the letter of approval substitutes as an unlimited ITC.

4.5 A player who was under 18 years of age and obtained a limited transfer from one member national association to another by letter of approval, then upon reaching his 18<sup>th</sup> birthday or any time he wishes to play junior or senior ice hockey, must apply for an ITC from his former member national association following the procedures in these regulations.

4.6 Player Eligibility Application Assistance:

Player eligibility requests by national associations for players who have moved from one country into their country under the age of 18 years and who cannot be tracked through the International Transfer System may apply for eligibility to the IIHF with original documents, translated into English where necessary, and including original signatures, dates and stamps.

The player would need to have participated for a minimum of two years within the new national association without having played in any other country during this time period.

The following documents must be submitted with the application:

- An affidavit from both parents declaring residency for the period in question
- Signature and stamp on a affidavit from the new national association confirming participation by this player and specifying the exact dates of participation
- Stamped and signed residency papers from the municipality for the period in question
- School records for the period in question
- Approved game sheets for the period in question

Plus two of the following three items must be submitted with the application:

- School principal signature on original school letterhead confirming attendance in their school for the period in question
- Family Doctor's signature on original medical office letterhead confirming residency for the period in question
- Lawyer signature on original lawyer office letterhead confirming residency for the period in question

Application must be made to the IIHF General Secretary at least four weeks before the competition. At the same time, a copy of the player eligibility application must also be sent by the new member national association to the former member national association.

## **5 Transfer of Players under Contract**

5.1 During the period of an existing contract a player shall not be approached by an official of any other club, or by a person in connection with any other club, in

membership with another member national association or league with the goal of inducing the player to breach his current contract and to join a new club.

- 5.2 A club wishing to contract the services of a player who is at present under contract with another club shall be obliged, before commencing any negotiations with that player, to inform his current club in writing of its interest.
- 5.3 All IIHF member national associations, their leagues, and clubs must respect all existing and valid contracts of players playing in member and non-member organizations. The movement to an IIHF club of any player, who is under a valid and binding contract (professional or otherwise) with a club of a non-member organization, cannot occur until the necessary releases have been provided by the club of the non-member organization. It will be the responsibility of the IIHF member national association in the country of the non-member organization to notify the IIHF of any alleged breach of this requirement. Upon IIHF receiving notice from any member national association of a breach of this clause, it will investigate the alleged breach to determine further actions.
- 5.4 Breach of article 5.1, 5.2 or 5.3 will be referred to the IIHF Disciplinary Committee and could result in restrictions on or disqualification from IIHF activities or other sanctions.
- 5.5 The transfer of a player during the term of his contract will not be subject to any restrictive regulations, provided that an agreement is reached between all three parties concerned (the former club, the player and the new club). However, the transfer procedure as set in section I, article 2 shall be applicable.
- 5.6 A player may be transferred during the term of his contract, for a limited period of time, provided that an agreement is reached between all three parties concerned (the releasing club, the player and the receiving club). During the period of such limited transfer the player will be under the jurisdiction of the new member national association. After termination of the limited transfer the player shall continue his contractual obligations to his former club. The transfer procedure as set in section I, article 1 shall be applicable.
- 5.7 With respect to the IIHF transfer procedures, unless proof is shown through national laws to the contrary, the IIHF will view 18 years of age as the legal age of majority for contract/agreement signing purposes.

## **6 Transfers with Non-Member Organizations**

- 6.1 Player transfers with non-member organizations having a transfer agreement with the IIHF will be executed following the conditions specified in the agreement.
- 6.2. Any player who leaves his national association to play in a non-member organization will at all times be regarded as belonging to his former member national association.
- 6.3 Any player of a non-member organization, without an IIHF transfer agreement, who wishes to join an IIHF member national association must apply for an ITC from the member national association where his rights remained ("home MNA") at the time he left to play with a non-member organization. When the new MNA and the home MNA are the same (the player is transferring back to his home MNA), then no ITC is required unless the player being transferred was or is a National Hockey League

("NHL") contracted player. If a NHL contracted player is transferring to his home MNA, then the new MNA must apply for an ITC from the MNA of the non-member organization (MNA where NHL club is located). If a NHL contracted player is transferring to a MNA other than his home MNA, then the new MNA must apply for an ITC from his home MNA and obtain a written approval from the MNA of the non-member organization (MNA where the NHL club is located) No written approval is required when the home MNA is USA Hockey or Hockey Canada. As a matter of clarification, any player who wishes to transfer from a non-member organization to an IIHF member national association will be subject to the IIHF Statutes & Bylaws and Regulations upon signature of the ITC Card. Thus, these regulations including any sanctions will apply to the transfer of such players.

## **7 Try-Out Exhibition Games**

Written permission may be granted from a player's former member national association permitting that player to participate in exhibition games during a specified time period not to exceed 15 days from the first game that he plays. During this time period the player is under the jurisdiction of the member national association in which he is playing and is subject to the disciplinary procedure of the IIHF.

## **8 Expedited Approval Procedures**

- 8.1 In order to expedite the player transfer procedure; the new member national association may request approval for a transfer via fax or email. A photocopy of the completed and signed ITC must be sent by the new member national association to the former member national association for approval. Should everything be in order, the former member national association must then immediately sign and send the photocopied card back to the new member national association. The new member national association must then forward the copy of the ITC to the IIHF office for processing. The IIHF will issue a 30-day temporary approval to the new national association allowing the player to play immediately. The new national association shall immediately send the original ITC to the former member national association for their signature. The former member national association must then immediately forward the original (completed and signed) ITC to the IIHF office for final processing and approval. This process must be completed within 30 days of the date the IIHF confirmed the expedited approval. After 30 days the temporary approval will be terminated.
- 8.2 Should the original ITC not be received by the IIHF and processed within the 30 day period then the new national association may request a second and final expedited approval of the transfer by the IIHF, to permit the player to continue playing. Once the second expedited approval has been processed, the original ITC will be considered lost and the transfer will be confirmed as complete.

## **9 Fees**

- 9.1 The IIHF Council will establish the IIHF fee for ITC and for fax approvals. The IIHF administration costs incurred by each fax approval will be charged by the IIHF office in each individual case.
- 9.2 A transfer service fee reflects the costs connected with the execution of the transfer procedures. The former member national association shall not charge more than a CHF 500.- service fee for the complete transfer procedure.

## **10 Distribution of Documents**

- 10.1 Distribution of all documents in the IIHF transfer procedure must be executed by registered mail, fax or email. The receiving member national association must confirm the receipt of any faxed or emailed document. The IIHF can not guarantee the processing of the ITC if this procedure is not followed.
- 10.2 A faxed or emailed document must be immediately followed by the sending of the original document (article 8: Fax Transfer Procedures).

## **11 Release of a Player for National Team Games**

- 11.1 Any club that has registered a player who is eligible under IIHF By-laws to play for the national team of a member national association must, in the event that he is selected for one of its representative teams, release him to the member national association for which team he is eligible to play, irrespective of age and in accordance with the IIHF International Transfer Regulations, which in this respect includes all players whether transferred or not.
- 11.2 This provision is binding for the following matches:
- a) a total of nine national team matches per league season and for not more than four occasions.
  - b) in addition, any match in world championship, continental championship, Olympic competition and qualifications to such events; maximum 18 days for a senior event and 12 days for a junior event.

The period of release shall allow for training time. The extent of this training time shall be as follows:

- a) for an international match - 48 hours.
- b) for an IIHF Championship Qualification Tournament - 72 hours
- c) for an Olympic Winter Games Qualification Tournament - 72 hours
- d) for an IIHF Championship - 7 days
- e) for an Olympic Winter Games Tournament - 7 days

The club and national association concerned may agree to extend or to reduce the period of release. In any event, a player is obliged to arrive at the match venue at least 48 hours before start of the match.

- 11.3 Any club which releases a player shall not be entitled to any financial compensation, except the compensation agreed upon in the case of an extended period of release to that specified in article 11.2.
- 11.4 The national association summoning a player shall bear the travel costs actually incurred by the player as a result of this summons.
- 11.5 The national association summoning the player shall be responsible for the payment of medical and health care insurance during the period which the player is with the national team in any specific activity.
- 11.6 Any player registered with a club is obliged to respond affirmatively when called upon by the selecting national association to play for one of its representative teams.

- 11.7 A member national association wishing to summon one of its players must do so in writing at least 21 days before the date of the event for which the player is required, and shall use their best endeavors to advise clubs when players may be summoned over the course of the season.
- 11.8 A member national association which requests the assistance of the IIHF to obtain the release of a player may do so only under the following two conditions:
- a) the member national association with which the player is registered must have been asked to intervene but without success
  - b) the case must have been submitted to the IIHF at least 14 days before the date of the match for which the player has been summoned.
- 11.9 A player who is unable to comply with a summons from the selecting national association owing to injury or sickness shall, if the association so requires, agree to undergo a medical examination by a doctor of that national association's choice.
- 11.10 A player who has been summoned by his selecting national association for one of its representative teams shall not be entitled to play for the club with which he is registered during the period for which he has been released or should have been released.
- 11.11 If a club refuses to release a player or neglects to do so despite the provisions as specified above, the following sanctions shall be applied:
- a) a fine
  - b) a caution, censure or suspension of the club concerned.
- 11.12 Any violation by a club of the restriction on playing under article 10.10. shall be subject to the following sanctions:
- a) all or part of the sanctions mentioned under article 11.11.
  - b) the member national association to which the club belongs shall declare the match or matches, in which the player took part, forfeit by the club concerned.
- 11.13 If the player is transferred again to another club, the above obligations shall remain valid for the player, his new following club and the following receiving new member national association.
- 11.14 If upon conclusion of a transfer a special agreement was approved and signed concerning the release of the player for matches of his national representative team (article 11.2.), the said agreement shall be attached by the former member national association to the international transfer card.

## **II Provisions on Stability of Professional Player Contracts**

The IIHF will apply the provisions below on the international transfers of all professional players.

A professional player shall be an ice hockey player who is paid more for his ice hockey player activity than the expenses he directly incurs through playing ice hockey. All other players are considered non-professionals (this includes players signing an

education/hockey school/development agreement). The IIHF General Secretary may, at his sole discretion, decide whether a player is a professional according to this definition.

These provisions on stability of professional player contracts solely apply to professional players as defined above. The provisions of section I solely apply to the extent that they are not provided for in this chapter.

These provisions also apply to players which are transferring from a non-member organization club to an IIHF member national association club according to section I article 6.3.

## **1 Definition of “Professional Player Contract”**

A professional player under contract is a player who has concluded a written contract with an ice hockey club (signed by the player and the club) according to which he is compensated more for his ice hockey player activity (taking part in matches and/or training sessions) than the expense he directly incurs through playing ice hockey. Contracts concluded between clubs and players must be of a specific duration.

## **2 Termination of Professional Player Contracts**

- 2.1 A player contract may be terminated (a) upon expiry of the term of the contract, (b) by mutual agreement, or (c) where there is a just cause.
- 2.2 Any contract provisions for early termination are considered to be mutually agreed upon.
- 2.3 Any other termination shall be considered as a breach of contract.

## **3 Consequences of a Breach of Contract**

- 3.1 Sporting sanctions shall be imposed on players found to be in breach of contract (a) during the first three years of a contract for players aged up to and including 28 years of age, and (b) during the first two years of a contract for players aged 29 and over.

The sanction shall be a four month suspension on playing in official national and international games during playing periods. These sporting sanctions shall take effect from the date as directed by the IIHF General Secretary in its communication. In the case of aggravating circumstances, the IIHF General Secretary may decide upon further disciplinary measures. The total period of suspension shall however never exceed six months playing period.

If a player is found in breach of contract, he must either: (a) go back to his former club, or (b) obtain a release from his former club. If neither action is taken within two weeks, sporting sanctions will take effect. The two week time period starts to run from the date the respective party receives the appeal decision..

- 3.2 A one season ban on international transfers shall be imposed by the IIHF General Secretary on any club found to be inducing a breach of contract. It shall be presumed, unless established to the contrary, that any club signing a player who has breached his contract has induced that player to commit a breach. The period of ban shall commence on the day the IIHF General Secretary communicates its

decision and last until the same date of the following season. In the case of aggravating circumstances, the IIHF General Secretary may decide upon further disciplinary measures.

- 3.3 These regulations do not prevent any party from seeking appropriate compensation and other remedies before a competent body (such as civil courts or arbitration panels).
- 3.4 Any person or body subject to the IIHF Statutes & Bylaws and Regulations who acts in a manner designed to induce a breach of contract between a player and a club in order to facilitate the transfer of the player shall be subject to disciplinary measures by the IIHF Disciplinary Committee.

#### **4 Appeal Procedures for Breaches of Professional Contracts**

- 4.1 A former member national association is entitled to appeal to the IIHF General Secretary against an international transfer on the grounds that the player is still under contract with his former club within 7 days of receiving the ITC request. In the appeal, the former member national association must together with the refusal of the transfer submit to the IIHF General Secretary any relevant evidence (which includes English translations of provisions of national laws or any other regulations which apply to the players contract) and a brief which contains all arguments. Furthermore, it must provide a copy of the original player contract together with an English translation.
- 4.2 The new member national association will get the opportunity to file a response to the brief submitted by the former member national association within 7 days after having received such brief from the IIHF General Secretary.
- 4.3 The IIHF General Secretary shall assess whether it is necessary to entitle the former member national association to submit a second brief following the new member national association's response to the first brief and subsequently give the new member national association the opportunity to file a second response. Should the IIHF General Secretary decide to provide such opportunity, each party shall have 7 days respectively in order to file its new arguments. The IIHF General Secretary may grant longer deadlines for submitting refusals and appeals when special circumstances warrant such. New evidence shall only be submitted and taken into consideration where it represents new factual evidence. If either party does not submit or fails to submit in a timely fashion a brief or response, the IIHF General Secretary will view such inaction as a withdrawal from the proceedings and enter a decision in favor of the opposing party.
- 4.4 No hearings will be conducted and thus the IIHF General Secretary will make its decision based on the written arguments and evidence provided by the parties in their briefs and responses. National laws or any regulations which apply to the player's contract will only be taken into consideration if provided in the English language.
- 4.5 The IIHF General Secretary will approve the ITC, should he ascertain that the player has not committed a breach of contract. (Refer to section I article 2.2(c)).
- 4.6 Should the IIHF General Secretary ascertain that the player has committed a breach of contract; the sanctions as provided for in section II article 3 of these regulations will be applied. In such cases the player's ITC will be approved the

day following his last day of suspension and the club's ban shall be lifted the day following the last day of ban.

- 4.7 Decisions of the IIHF General Secretary may be appealed to the IIHF Executive Committee within 7 days. Such decision shall remain in effect and shall not be stayed pending the outcome of the appeal.
- 4.8 A party wishing to appeal the General Secretary's decision shall submit his appeal brief together with the grounds for such appeal (appellant may object to inaccurate representation of the facts and/or wrong application of the law and/or wrong interpretation of facts/law and/or improper procedures) to the Executive Committee, along with CHF 1000. The IIHF will automatically deduct the CHF 1000 from a member national association's account if the fee is not paid within 10 days of the start of the appeal procedure.
- 4.9 Once received, the appeal brief together with the grounds for such appeal shall be forwarded to the opposing party. The opposing party shall have 7 days in which to provide a response brief to the petition of appeal together with CHF 1000. If the opposing party does not provide a response brief within 7 days, the Executive Committee will make a decision on the appeal without the opposing party's arguments against such appeal.
- 4.10 The Executive Committee reserves the right to allow each respective part to submit further briefs and corresponding responses. A longer deadline may be granted after written request when special circumstances demand such.
- 4.11 Once the Executive Committee receives the opposing party's response brief or the 7 day deadline for the submittal of such brief has lapsed, the Executive Committee will make a final decision on an expedited basis. The Executive Committee will refund the CHF 1000 fee to the winning party. (The Executive Committee maintains wide discretion in the refunding of the appeal fee, such that if an original decision is reversed due to a significant amount of new evidence introduced in the appeal briefs, the Executive Committee maintains the right to not refund or refund only a portion of the CHF 1000 fee.) The Executive Committee will not refund the CHF 1000 to the losing party. The Executive Committee will use the losing party's fee to cover the costs associated with the appeal procedure.
- 4.12 Decisions of the IIHF Executive Committee may be appealed to the Court of Arbitration for Sport in Lausanne (according to IIHF Statutes & Bylaws). Time limits for such appeals shall be in accordance with the Code of Sports-Related Arbitration. The appeal decision shall remain in effect and shall not be stayed pending the outcome of the appeal.
- 4.13 Any party deemed by the IIHF office to have raised an unsubstantiated objection to a transfer may be referred to the Disciplinary Committee for possible sanctions.

### **III. Disciplinary Provisions**

#### **1. Breach of IIHF Bylaws and IIHF International Transfer Regulations**

- 1.1 Any breach of these regulations and/or the related provisions of the IIHF Bylaws shall be reported to the IIHF Disciplinary Committee for disciplinary action.



- 1.2 Notwithstanding any contrary provisions of the IIHF Disciplinary Regulations, the IIHF Disciplinary Committee shall be entitled to commence a proceeding and pronounce sanctions against any party which is under the jurisdiction of the IIHF and has committed a breach of these regulations (such as member national federations, leagues, clubs, players, etc.)
- 1.3 The disciplinary measures which can be applied by the IIHF Disciplinary Committee include:
- Fine
  - Suspension for international and/or national games/competitions
- 1.4 When a player plays without a valid transfer card the following will apply:
- The IIHF General Secretary shall sanction the new Member National Association of the player with a fine of CHF 5'000.- and request the Member National Association to advise the club that the player has to stop playing until provided with an ITC.
  - Should the player continue to play without an ITC, the matter will be submitted to the IIHF Disciplinary Committee. The following sanctions shall be applied by the IIHF Disciplinary Committee:
    - Member National Association: Fine of minimum CHF 5'000.- and up to CHF 150'000.- (maximum) per game the player played without ITC since the IIHF General Secretary's intervention.
    - Club: Ban on international transfers (during international transfer period) of minimum 3 months and up to 24 months (maximum).
    - Player: Suspension from IIHF Competitions for minimum 1 year and up to 3 years (maximum).

In exceptional circumstances the IIHF Disciplinary Committee may abstain from putting forward any sanctions against either party.

## **2. Breach of Contracts**

Any breach of contract shall be dealt with as outlined in section II article 3 of these regulations.

## **3. Enforcement**

Any sanctions against players or clubs which cannot be enforced due to the fact that a player or club has joined a non-member club shall be enforced at the time when the player or club wishes to return to an IIHF member national association.

## Standard Release Contract

Concluded between:

The \_\_\_\_\_ (former Member National Association)  
The \_\_\_\_\_ (new club)  
The \_\_\_\_\_ (player, hereinafter referred to as "the player")

In connection with the transfer granted to the player by the \_\_\_\_\_ (former Member National Association) the following is taken as agreed and will be a constituent part of the IIHF International Transfer Card (ITC):

1. The \_\_\_\_\_ (new club) hereby undertakes to place the player at the disposal of \_\_\_\_\_ (former Member National Association) without compensation for matches of its following national representative team: \_\_\_\_\_
  - a) A total of \_\_\_\_ national team matches per league season
  - b) IIHF World Senior Championships - \_\_\_\_ days,
  - c) IIHF World or Continental Junior Championships - \_\_\_\_ days
  - d) Olympic Winter Games Tournaments - \_\_\_\_ days.
  - e) IIHF Championship Qualifications or Olympic Qualifications - \_\_\_\_ daysThe preparatory period for international matches is \_\_\_\_ hours and for IIHF Championships it is \_\_\_\_ days.
2. The player shall undertake to comply with every invitation, which he receives to represent his national team, which is covered by this release contract, and the \_\_\_\_\_ (new club) shall in return guarantee this release.
3. If the player is unable to comply with the invitation from the \_\_\_\_\_ (former Member National Association) on account of injury or illness, he shall, at the request of this \_\_\_\_\_ (former Member National Association), be obliged to undergo a medical examination. The \_\_\_\_\_ (former Member National Association) shall select the medical examiner.
4. If the release is refused by \_\_\_\_\_ (new club), the \_\_\_\_\_ (former Member National Association) may lodge a complaint against the guilty club with the IIHF Disciplinary Committee. The \_\_\_\_\_ (former Member National Association) has the same right of complaint against the player who refuses to comply with its invitation.
5. In any event the player shall not be entitled to play for his club during the period of his release and referred to under points 3 and 4 above.
6. The club shall undertake to transfer the player to another club only on condition that the latter assumes the obligation laid down in the release contract and likewise undertakes for its part to ensure that said obligations are assumed in the event of a further transfer.  
The following receiving National Association and club shall agree to the conditions of this release contract by signing it. At the same time it shall be obliged to carry out every measure within its power to ensure that the terms of this contract are implemented in full against any guilty party.

---

(Former Member National Association Signature & Date)

---

(New Member National Association Signature & Date)

---

(Player Signature & Date)

---

(New Club Signature & Date)

**Note:**

The above release contract is based on the article 10.2 of the IIHF International Transfer Regulations and may serve as a sample if there are agreed conditions for the release of a player, which differ from the said article.



## Unlimited Transfer Card Request

This note explains the player's rights and responsibilities when planning to transfer from one country to the national association of another country. It should be read carefully and must be signed by the player before the International Transfer Card (ITC) can be processed and must be submitted to the IIHF together with the ITC.

### The choices the player has to make:

1. The player has the option to choose the basis on which he is transferred – limited or unlimited and must complete the ITC accordingly, failing which he will be deemed to have elected to be transferred on a limited basis.
  - 1.1 A limited transfer means that the player transfers temporarily to a specific club under the jurisdiction of the “new” National Association but automatically returns to the former club under the jurisdiction of the former Member National Association when the transfer expires. During the period of the temporary transfer he may still call upon his former Member National Association for support. A limited transfer cannot be limited to less than the period of the player's firm contract with his new club.
  - 1.2 An unlimited transfer means that the player transfers permanently to the jurisdiction of the “new” National Association and ceases to have any connection with, or the option to ask for support from the former Member National Association. If the player wishes to play in the territory of any other National Association including returning to his former Member National Association he will require a new ITC and be responsible for all associated service charges.
2. There are financial implications depending on the choice the player makes – to transfer on a limited or unlimited basis.
  - 2.1 Before signing the ITC the IIHF requires both involved clubs and respective National Associations to carry out certain research designed to protect both the player and the clubs involved. National Associations may charge for this service up to a maximum of 500 Swiss francs. The IIHF will make available ITC's at a cost of 300 Swiss francs per card and make an additional charge of 100 Swiss francs if part of the process has been carried out by fax. The player is responsible for paying these service charges.
  - 2.2 A player who elects to transfer on a limited basis will revert to the jurisdiction of his former Member National Association once the limited period has expired without incurring any service charges at that time.
  - 2.3 A player who elects to transfer on an unlimited basis but then later wishes to revert to the jurisdiction of his former or another Member National Association will have to initiate the transfer procedure as described in 2.1 above and will be responsible for the associated service charges.
3. Other considerations - Before electing to transfer on a limited or unlimited basis you should consider the following:
  - It is usual practice for the club to which the player is going to play to pay, or for the player to negotiate his contract on the basis that the club will pay all the service charges. The player should make sure of the position before signing his contract otherwise he will be responsible for the service charges.
  - The player may feel more at ease by preserving the link with the former Member National Association. If so, and, if having transferred to a “new” National Association on a limited basis and even in the knowledge that he will be renewing his contract with the same club or staying in the same country, he may elect to transfer for consecutive seasons on limited transfers.
  - The player should contact his former Member National Association in order to discuss the consequences that an unlimited transfer may have.

I warrant that I have read understood the choices open to me and that I have had the opportunity to take independent advice in connection therewith, and, I hereby confirm that I wish to transfer from the National Association of

\_\_\_\_\_ to the National Association of \_\_\_\_\_ on  
an unlimited International Transfer Card.

Name in full (please print) \_\_\_\_\_

Signature \_\_\_\_\_ Place and Date \_\_\_\_\_

Witnessed by (Name, Date and Signature): \_\_\_\_\_