



INTERNATIONAL  
ICE HOCKEY  
FEDERATION

# 2021 IIHF INTERNATIONAL TRANSFER REGULATIONS

---

These Regulations come into effect on 1 June 2020.

## Contents

Preface .....	3
I. The International Transfer .....	4
1. Definitions .....	4
2. General Information.....	5
3. The Transfer Procedure .....	5
4. Limited and Unlimited Transfers .....	6
5. Transfer of Players Under 18 Years of Age .....	7
6. Transfer of a suspended Player.....	7
7. Player Eligibility Application Assistance.....	8
8. Transfer of Players under Contract.....	8
9. Transfers with Non-Member Organizations .....	9
10. Try-Out Exhibition Games .....	10
11. Fees.....	10
12. Confidentiality and Access .....	11
13. Release of a Player for National Team Games.....	11
II. Appeal Procedures and Disciplinary Provisions .....	13
1. Appeal Procedures.....	13
2. Player Support Compensation Dispute Procedures.....	14
3. Disciplinary Provisions .....	15
4. Breach of Professional Player Contracts .....	16
5. Enforcement.....	16

# **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 regulations and operation of our universally accepted and approved international player transfer program.

The principles for the international transfer of players are included in the IIHF Bylaws. The IIHF player transfer system uses an IIHF online system 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 online transfer system is a service provided 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 2019 Annual Congress held in Bratislava, Slovakia. The contents of the present 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 regulations that govern the player transfer program. In addition, the IIHF has developed Guidelines and instructions to effectively operate the online transfer system, which shall be published annually and available on the IIHF intranet. We trust that the contents contained within this document will provide the necessary regulations 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.

# **I. The International Transfer**

## **1. Definitions**

The following terms shall have the following meanings in these Regulations:

- a) "Contract" – a Professional Player Contract and/or an Education Agreement;
- b) "Current MNA" – the MNA in which the Player is currently registered or, if the Player is not currently registered, the Player's Home MNA;
- c) "Deadline" – seven (7) days after the date that a Transfer request notice is issued to the Player's Current MNA by the System, or any extension of that period under Article 3.2;
- d) "Education Agreement" – education/hockey school/amateur ice hockey contract (all other Ice Hockey Agreements besides a Professional Player Contract);
- e) "Guidelines" – the Online Transfer System Guidelines;
- f) "Hockey Competition" - an organized hockey activity that leads to a champion being named;
- g) "Home MNA" - the MNA in the Player's country of birth or, if the Player has been granted an unlimited Transfer, the MNA that the Player joined through that Transfer;
- h) "IIHF" – the International Ice Hockey Federation;
- i) "MNA" – a Member National Association of the International Ice Hockey Federation;
- j) "New MNA" – the MNA that a Player is requesting a Transfer to;
- k) "Non-Member Organization" – a hockey team, league, or other organization that is not part of the International Ice Hockey Federation;
- l) "Player" – either a male or female ice hockey player;
- m) "Professional Player Contract" – a written agreement of a specific duration between a Player and an ice hockey club, signed by both parties, according to which the Player is compensated more for his ice hockey Player activity (games and/or training sessions) than the expenses he directly incurs to play ice hockey;
- n) "Regulations" – these International Transfer Regulations;
- o) "System" – the Online Transfer System;
- p) "Transfer" – an International Transfer;
- q) "Transferred Player" – a Player transferred via the Online Transfer System.

## **2. General Information**

- 2.1 Any Player who wishes to participate in a Hockey Competition under the jurisdiction of an MNA other than their Current MNA is required to obtain a Transfer.
- 2.2 All Transfer requests shall be made and processed using the System and the procedures described in the Guidelines.
- 2.3 Every MNA shall organize its internal Transfer procedures by issuing regulations. An MNA's internal regulations shall not contradict these Regulations.

## **3. The Transfer Procedure**

- 3.1 The MNA of any club wishing to register a Player who requires a Transfer shall submit an online Transfer request to the Player's Current MNA via the System.

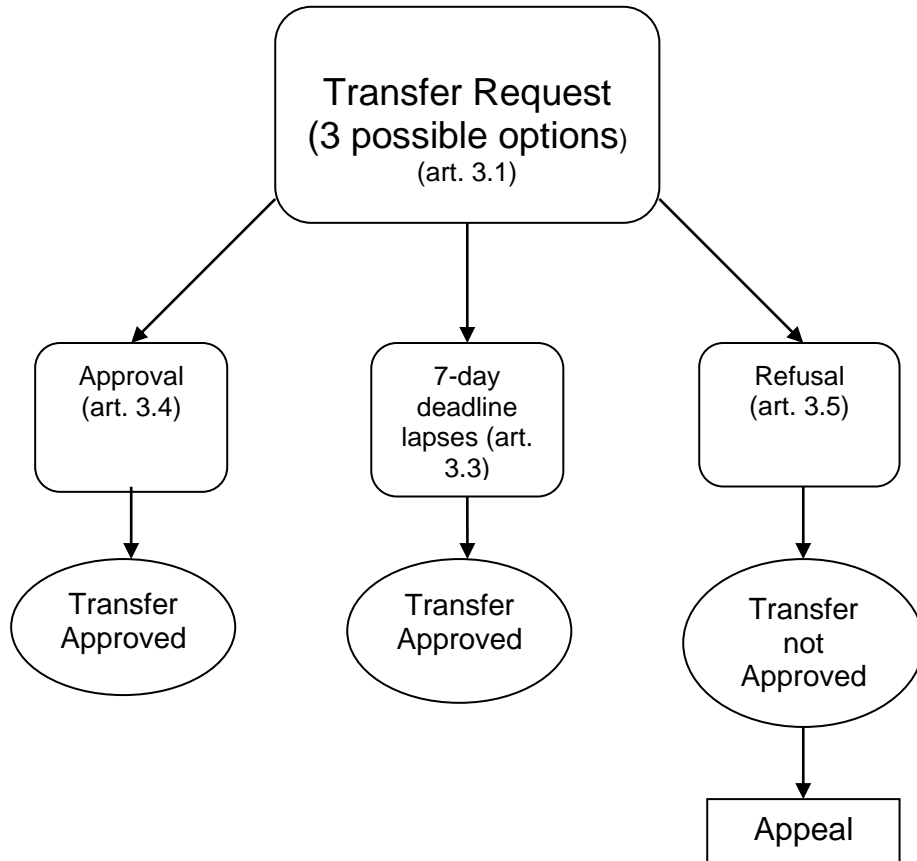
### **Transfer Approval**

- 3.2 The Player's Current MNA shall either approve or refuse the Transfer before the Deadline lapses. The IIHF may extend the Deadline upon request from the Current MNA prior to the Deadline lapsing, if the IIHF is satisfied that there are reasonable grounds for the request.
- 3.3 If the Transfer is not approved or refused before the Deadline lapses, the Transfer will automatically be approved.
- 3.4 A Transfer is officially approved on the date the New MNA receives a Transfer approval confirmation from the System. A Player is under the jurisdiction of the New MNA from the date the Transfer is approved. A Player may only start to play for his new club when the Transfer is approved, and must immediately cease playing for his former club as of the date the Transfer is approved.

### **Transfer Refusal**

- 3.5 The Current MNA may only refuse the Transfer if:
  - a) the Player has an existing Professional Player Contract with a club in the Current MNA;
  - b) the Player wishing to Transfer has not fulfilled his contractual obligations to his former club (all contractual obligations other than those in accordance with 3.5(a));
  - c) the Player has not fulfilled financial commitments to his former club such as debts or has not returned the club's equipment; or
  - d) a material reason exists between the two clubs regarding the Transfer 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 Current MNA when such suspension is recognized by the IIHF).

If the Current MNA refuses the Transfer based on any of the grounds described above, it must specifically identify its reasons for the refusal, and shall upload all relevant evidence/documents to the System.



3.6 If the Transfer is refused, the New MNA shall receive a notice of the refusal via the System. The New MNA is responsible to inform the new club and the Player about the refusal.

3.7 A Player whose Transfer is refused may appeal that refusal using the procedure described in Part II of these Regulations.

#### **4. Limited and Unlimited Transfers**

4.1 Transfers may be limited or unlimited. A limited Transfer restricts the Player's playing rights to a specific MNA for a specific duration.

##### **Limited Transfers**

4.2 The new club and the Player shall negotiate and agree upon the duration of a limited Transfer. A limited Transfer must be for a period equal to the duration of the new Contract.

4.3 A new Transfer must be processed to extend a limited Transfer. If the aforementioned Transfer is extended in accordance with an option clause in a Contract enabling one or both parties to extend the duration of that Contract, the limited Transfer fee does not apply. A limited Transfer can only be extended once in accordance with the original Contract's option clause without incurring additional Transfers fees under this Article.

4.4 If a Player wishes to Transfer from his Current MNA to any other MNA, including his Home MNA, during the duration of his limited Transfer, a new Transfer is required.

If the new MNA is not the Player's Home MNA, both the Current MNA and the Home MNA must approve the new limited Transfer. The duration of the new limited Transfer must be consistent with the duration of the new Contract.

- 4.5 A Player who has obtained a limited or unlimited Transfer and wishes to change the Transfer to unlimited or limited respectively, must process a new Transfer request, unless the request to change the limited or unlimited Transfer is received within two (2) months of the approval of the original limited or unlimited Transfer.

### **Unlimited Transfers**

- 4.6 A Player who wishes to Transfer his playing rights to an MNA other than his Home MNA permanently, must request an unlimited Transfer to his new MNA, and execute an Unlimited Transfer Request Form (UTR). Once the executed UTR is uploaded on the System, and the unlimited Transfer request has been approved, the Player becomes a full member of the New MNA and any future Transfers must be approved by his New "Home MNA".

### **Transfer Deadlines**

- 4.7 The Transfer deadline for Northern Hemisphere MNAs is 23.59h (CET) on February 15 of the applicable season. The Transfer deadline for Southern Hemisphere MNAs 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 Transfer approval within the System by the Transfer deadline. The IIHF may extend the February 15<sup>th</sup> deadline in a Winter Olympic year to enable Player movement after that event is complete.

## **5. Transfer of Players Under 18 Years of Age**

- 5.1 A Player under 18 years of age is permitted to Transfer from one MNA to another utilizing the System. No Transfer fee shall apply for a Transfer completed before the Player's 18<sup>th</sup> birthday.
- 5.2 The IIHF Transfer Deadline indicated in Article 4.7 shall not apply for the Transfers of Players under 18 years of age.

## **6. Transfer of a suspended Player**

- 6.1 Notwithstanding Article 3.5(d), a Player that is suspended from league play either by the IIHF or by the Current MNA is allowed to Transfer under the condition that the Player sits out the remaining amount of games/days as imposed by the IIHF or the Current MNA, in league play of the New MNA.
- 6.2 The IIHF shall immediately require the New MNA to impose the remaining suspension period.
- 6.3 The IIHF may impose a fine of CHF 5,000 CHF on each MNA that fails to indicate in the System to the MNA a Player wishes to Transfer to, that this Player is still serving a suspension.

6.4 If a Player, after obtaining a Transfer in Accordance with Article 6.1 of these Regulations, plays in a New MNA without complying with the imposed sanction, the following will apply:

- The IIHF shall sanction the New MNA of the Player with a fine of CHF 5,000 if the New MNA had knowledge of the suspension or if the suspension was listed in the System. The MNA New MNA shall have the right to appeal the IIHF's decision to the Disciplinary Board within seven (7) days of that decision.

- Should the Player continue to play, the matter will be submitted to the IIHF Disciplinary Board. The following sanctions shall be applied by the IIHF Disciplinary Board:

- Member National Association: Fine of minimum CHF 5,000 and up to CHF 150,000 (maximum) per game the Player played while he was suspended, since the IIHF General Secretary's intervention.
- Club: Ban on Transfers (during Transfer period) for a minimum of three (3) months and up to twenty-four (24) months (maximum).
- Player: Suspension from IIHF Competitions for a minimum of one (1) year and up to three (3) years (maximum).

## **7. Player Eligibility Application Assistance**

7.1 A Player who wishes to compete for a country in an international competition, but whose eligibility under the IIHF's Player Eligibility Rules (Bylaw 4) is unclear and cannot be confirmed through the System, may apply to the IIHF for an eligibility ruling.

7.2 The application must contain the following documents translated into English where necessary, and including original signatures, dates and stamps:

- Signed Affidavit from the MNA of the country that the Player wishes to compete for, confirming participation of the Player and specifying the exact dates of participation;
- Signed Affidavit from any other MNA the IIHF deems relevant, confirming that the Player did not participate for any club in that MNA during the period in question (an MNA has seven (7) days to provide the aforementioned Affidavit to the requesting MNA);
- Valid proof of residency for the period in question;
- Approved game sheets for the period in question; and
- Any other documentation requested by the IIHF for a particular application.

7.3 Any eligibility application must be submitted via the System at least four (4) weeks before the competition in which the Player wishes to compete.

## **8. Transfer of Players under Contract**

8.1 All MNAs, their leagues, and clubs must respect all existing and valid Contracts of Players playing in other MNAs or Non-Member Organizations.

8.2 A club wishing to contract the services of a Player who is at present under a Professional Player Contract with a club in another MNA or a Non-Member



Organization shall be obliged, before commencing any negotiations with that Player, to inform his current club in writing of its interest, and to obtain that club's written permission to negotiate with the Player.

- 8.3 A Player may be Transferred during the term of his Contract from his Current MNA to a New MNA, 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), and a limited Transfer is requested and approved. During the period of such limited Transfer, the Player will be under the jurisdiction of the New MNA. After that limited Transfer expires, the Player shall return to his former club to continue his contractual obligations to that club. The Transfer procedure set in Article 3 and Article 4.4 shall be applicable.

### **Tampering/Inducing Breach of Contract**

- 8.4 During the period of an existing Professional Player Contract, a Player shall not be approached by an official of any other club or league, or by any person on behalf of any other club or league, that is a member of another MNA or Non-Member Organization, with the goal of inducing the Player to breach his current Professional Player Contract and to join a new club or league.
- 8.5 Any breach of Articles 8.1 to 8.4 will be referred to the IIHF Disciplinary Board and could result in restrictions on or disqualification from IIHF activities or other sanctions, as described in Article 2 of Part II of these Regulations.
- 8.6 Where the Player is under a Professional Player Contract with a Non-Member Organization, it will be the responsibility of the MNA in the country of the Non-Member Organization to notify the IIHF of any alleged breach of Article 8 or Article 9. Upon the IIHF receiving such notice from any MNA, it will investigate the alleged breach to determine further actions.

### **Contracting Age**

- 8.7 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 signing purposes.

## **9. Transfers with Non-Member Organizations**

- 9.1 Player Transfers with Non-Member Organizations having a Transfer agreement with the IIHF will be executed following the conditions specified in that agreement.
- 9.2 Any Player competing in his Current MNA under a limited Transfer, who leaves that MNA to play in a Non-Member Organization, and who then wishes to return to play in any MNA, may only do so by obtaining a Transfer approved from his Current MNA at the time he left for the Non-Member Organization and his Home MNA.
- 9.3 Except in the circumstance described in Article 9.2, if a Player wishes to return from a Non-Member Organization to play in any MNA other than his Home MNA, his New MNA must request a Transfer, and his Home MNA must either approve or refuse that request.
- 9.4 If a Player wishes to return from a Non-Member Organization to play in his Home MNA, and Article 9.2 does not apply, no Transfer is required.

## **National Hockey League (NHL) and American Hockey League (AHL)**

- 9.5 Notwithstanding anything in Articles 9.2 to 9.4, if the Non-Member Organization that the Player wishes to return from is either the NHL or the AHL, the following applies:
- a) if the Player wishes to play in his Home MNA, that Home MNA must request a Transfer, which will be either approved or refused by the MNA where the NHL/AHL team is located;
  - b) if the Player wishes to play in any MNA other than his Home MNA, that MNA must request a Transfer, which will be either approved or refused by the Player's Home MNA and the MNA where the NHL/AHL team is located. If the Player's Home MNA is Hockey Canada or USA Hockey, only the approval of the Home MNA is required.

### **Jurisdiction**

- 9.6 As a matter of clarification, any Player who wishes to transfer from a Non-Member Organization to an MNA will be subject to the IIHF Statutes & Bylaws and Regulations upon approval of the Transfer. Thus, these Regulations, including any sanctions, will apply to the Transfer of any such Player.

### **10. Try-Out Exhibition Games**

- 10.1 Written permission may be granted from a Player's Current MNA permitting that Player to participate in exhibition games during a specified time period not to exceed fifteen (15) days from the first game that he plays.
- 10.2 In the event that a Try-Out period exceeds fifteen (15) days, a new written permission from the Player's Current MNA shall be obtained.
- 10.3 During the Try-Out period, the Player is under the jurisdiction of the MNA in which he is playing and is subject to the disciplinary procedure of that MNA. If the Player is suspended for an action during his Try-Out and returns to his Current MNA prior to the conclusion of the suspension, the Player must serve any remaining period of the suspension with his Current MNA. The MNA with disciplinary jurisdiction shall notify the Current MNA of any suspensions.

### **11. Fees**

- 11.1 The IIHF Council will establish all fees associated with services rendered for a Transfer. Transfer fees shall be indicated in the Guidelines.
- 11.2 A Transfer fee reflects the costs connected with the execution of the Transfer. The Current MNA shall not charge more than a CHF 300 Transfer fee for the Transfer approval.
- 11.3 The New MNA shall not charge a service fee for a Transfer. In the event that the New MNA charges a registration fee/licensing fee to a Transferred Player, such shall be proportionate to the services provided to the Player regarding the registration/licensing of that Player.
- 11.4 The IIHF has the right to monitor all costs and fees charged by the MNAs in connection with a Transfer and registration/licensing of a Transferred Player. In the event that the IIHF determines that the charged amounts are disproportionate

and/or not in accordance with these Regulations, it may refer the matter to the IIHF Disciplinary Board for possible disciplinary action.

- 11.5 All invoices, both IIHF and MNA, must be submitted once per year within 30 days of the IIHF Transfer Deadline indicated in Article 4.7. MNAs must all pay invoices within 30 days of receipt or as indicated in the respective receipt, whichever is longer.
- 11.6 If the Player has never registered before as an ice hockey player or has not been registered for more than fifteen (15) years and has proven his residency for eighteen (18) months in the country of the New MNA as well as the non-registration for more than fifteen (15) years, no costs will be charged for the Transfer.

## **12. Confidentiality and Access**

- 12.1 Member National Associations will keep all data obtained based on their access to the System strictly confidential and will take all reasonable measures and apply the highest degree of care in order to guarantee at all times complete confidentiality. Furthermore, MNAs will access the System and use the confidential information stored on it, exclusively for the purpose of executing Player Transfers in which they are directly involved.
- 12.2 Member National Associations will ensure that only authorized users have access to the System. Furthermore, MNAs will select, instruct and control the authorized users with the highest possible care.
- 12.3 Player data stored on the System is the joint property of the IIHF and the Player's Home MNA, and may not be used for any non-Transfer related purposes without the prior express written consent of the Home MNA and the IIHF.

## **13. Release of a Player for National Team Games**

- 13.1 Unless the respective MNA is required to establish a national player support program for the Transfer of international players and has not done so or a valid outstanding player support compensation payment is due to the respective club from the respective MNA, all club(s), that have a registered Player who is eligible under IIHF Bylaws to play for the national team of an MNA, must, in the event that the Player is selected for one of its representative teams, release him to that MNA, irrespective of age and in accordance with these Regulations, which in this respect includes all Players whether Transferred or not.
- 13.2 This provision is binding for the following games between National Teams:
  - a) a total of nine (9) National Team games per league season which take place during the four (4) official IIHF Breaks.
  - b) in addition, any game in a world championship, continental championship, Olympic competition and qualifications to such events; maximum eighteen (18) days for a senior event and twelve (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 game - 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 MNA concerned may agree to extend or to reduce the period of release. In any event, a Player is obliged to arrive at the game venue at least forty-eight (48) hours before the start of the game.

- 13.3 The MNA summoning a Player shall bear the travel costs actually incurred by the Player as a result of this summons.
- 13.4 The MNA summoning the Player shall be responsible for:
- (a) the payment of medical and health care insurance during the period which the Player is with the National Team in any specific activity; and
  - (b) with respect to MNAs participating in the IIHF Ice Hockey World Championship and the IIHF Ice Hockey World Championship Division I Group A in a given season, during the Official IIHF International Breaks, the payment of a player support compensation to the Player's contracted club in the event the Player misses three (3) or more games as a result of an injury he sustained during, and directly related to, his participation with the MNA during the Official IIHF International Breaks. The MNA's player support compensation shall, at a minimum, equal the amount provided by the IIHF to a club per game missed by a Player in the IIHF Player Support Program. Each MNA must issue player support compensation guidelines in accordance with their national law, approved by the IIHF, which a club/player must follow before the MNA is obligated to make the requisite compensation payment.
- 13.5 The IIHF shall act as a final binding arbitrator in the event that a dispute arises between an MNA and a club with respect to whether player support compensation is due. All disputes shall be handled in accordance with Article 2 of Part II of these Regulations (Player Support Compensation Dispute Procedures).
- 13.6 If, according to the IIHF Player Support Program, the IIHF has undertaken to compensate an MNA and/or its clubs for Player injuries, the IIHF will pay such compensation to the extent it has received cover under its relevant insurance policy. If the IIHF executes a payment to an MNA and/or its clubs according to the IIHF Player Support Program, the MNA shall, and shall ensure its clubs will, pay any taxes and duties, and fulfill any reporting and other obligation, that may arise as a consequence of any such payment.
- 13.7 Any Player registered with a club is obliged to respond affirmatively when called upon by the selecting MNA to play for one of its representative teams.
- 13.8 An MNA wishing to summon one of its Players must do so in writing at least twenty-one (21) days before the date of the event for which the Player is required, and shall use its best endeavors to advise clubs as early as possible during the season regarding when Players may be summoned over the course of the season.
- 13.9 An MNA 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 MNA 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 fourteen (14) days before the date of the game for which the Player has been summoned.

- 13.10 A Player who is unable to comply with a summons from the selecting MNA owing to injury or sickness shall, if the MNA so requires, agree to undergo a medical examination by a doctor of that MNA's choice.
- 13.11 A Player who has been summoned by his selecting MNA 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.
- 13.12 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.
- 13.13 Any violation by a club of the restriction on playing under Article 13.10 shall be subject to the following sanctions:
- a) all or part of the sanctions mentioned under Article 13.11;
  - b) the MNA to which the club belongs shall declare the game or games, in which the Player took part, forfeited by the club concerned.
- 13.14 If the Player is Transferred to another club, the above obligations shall remain valid for the Player, his new club and the New MNA.
- 13.15 If, upon conclusion of a Transfer a special agreement was approved and signed concerning the release of the Player for games of his national representative team, the said agreement shall be uploaded by the MNA of that National Team to the Player's profile on the System.

## **II. Appeal Procedures and Disciplinary Provisions**

### **1. Appeal Procedures**

#### **Appeal of Transfer Refusal**

- 1.1 A Player has the right to appeal the refusal of his Transfer. All appeal procedures shall be conducted via the System – Appeal Management.
- 1.2 The Player's New MNA, is entitled to appeal the Transfer refusal on behalf of the Player within seven (7) days of receiving a refusal notification from the System. Any such appeal submission must specifically respond to the grounds for the refusal indicated by the Current MNA, and specify the reasons why the Transfer should be approved. The New MNA must upload all relevant documentation/evidence translated into English as part of its submission.
- 1.3 After receiving an appeal notification from the System, the Current MNA shall have seven (7) days to provide a response to the Player's appeal, specifying the reasons why the Transfer should be refused, including uploading onto the System all relevant documentation/evidence translated into English.
- 1.4 The IIHF shall assess whether it is necessary to provide both the Player's New MNA and the Current MNA the opportunity to make further written submissions or

provide further documentation. The IIHF may grant longer deadlines for submitting an appeal or response when it determines that special circumstances exist.

- 1.5 No oral hearings will be conducted. The IIHF will make its decision based on the written arguments and evidence provided by the Current MNA and the Player's New MNA.
- 1.6 The IIHF will approve the Transfer should it ascertain that no reason provided in Part I Article 3.5 of these Regulations exists.

### **Appeal of IIHF Transfer Decision**

- 1.7 Any IIHF Transfer decision may be appealed to the IIHF Disciplinary Board within seven (7) days of the date of the decision. Such decisions shall remain in effect and shall not be stayed pending outcome of the appeal.
- 1.8 A party wishing to appeal the IIHF's Transfer 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 Disciplinary Board, along with CHF 1,000. The IIHF will automatically deduct the CHF 1,000 from an MNA's account if the fee is not paid within 10 days of the start of the appeal procedure.
- 1.9 Once received, the Disciplinary Board shall forward the appeal brief together with the grounds for such appeal to the opposing party. The opposing party shall have seven (7) days in which to provide a response brief to the petition of appeal together with CHF 1,000. If the opposing party does not provide a response brief within the seven (7) days, the Disciplinary Board will make a decision on the appeal without the opposing party's arguments against such appeal.
- 1.10 The Disciplinary Board Procedures shall be conducted in accordance with the IIHF Disciplinary Code.
- 1.11 The Disciplinary Board will refund the CHF 1,000 fee to the winning party. (The Disciplinary Board 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 Disciplinary Board maintains the right to not refund or refund only a portion of the CHF 1,000 fee.) The Disciplinary Board will not refund the CHF 1,000 to the losing party. The Disciplinary Board will use the losing party's fee to cover the costs associated with the appeal procedure.

### **Appeal of Disciplinary Board Decision**

- 1.12 Decisions of the IIHF Disciplinary Board 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. Player Support Compensation Dispute Procedures**

- 2.1 A club has the right to dispute an MNA's refusal to pay the player support compensation in accordance with Article 13.4(b) of these Transfer Regulations within seven (7) days of receiving the MNA's refusal in writing or within fourteen

(14) days of submitting a second reminder to the respective MNA for the player support compensation.

- 2.2 The club shall submit the formal dispute in writing to the IIHF Office. The formal dispute shall specifically respond to the grounds for the refusal indicated by the MNA and the specific reasons why the MNA has an obligation to pay the player support compensation. The club shall submit all documents/evidence in English.
- 2.3 Once the IIHF receives the formal dispute, the IIHF shall provide the respective MNA seven (7) days to provide a response to the formal dispute, specifying the reasons why the player support compensation was refused. The MNA shall submit all documents/evidence in English.
- 2.4 The IIHF will assess whether it is necessary to provide both the club and the MNA the opportunity to make further written submissions or provide further documentation. The IIHF may grant longer deadlines for submitting a formal dispute or response when it determines that special circumstances exist.
- 2.5 No oral hearings will be conducted. The IIHF will make its decision based on the written arguments and evidence provided by the club and the respective MNA.
- 2.6 The IIHF will approve the player support compensation payment should it ascertain that the MNA should have made the respective payment in accordance with these Transfer Regulations and the MNA's player support compensation guidelines.

### **3. Disciplinary Provisions**

- 3.1 Any breach of these Regulations, related IIHF Bylaw provisions, and/or Guideline provisions, may be reported to the IIHF Disciplinary Board for possible disciplinary action.
- 3.2 Any party deemed by the IIHF to have raised an unsubstantiated objection to a Transfer may be referred to the Disciplinary Board for possible sanction.
- 3.3 Notwithstanding any contrary provisions of the IIHF Disciplinary Code, the IIHF Disciplinary Board is 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, related IIHF Bylaws and/or Guidelines.
- 3.4 All disciplinary proceedings shall be conducted in accordance with the IIHF Disciplinary Code.
- 3.5 If a Player plays in a New MNA without obtaining an approved Transfer, the following will apply:
  - The IIHF shall sanction the New MNA of the Player with a fine of CHF 5,000, and will request that the MNA advise the club that the Player must stop playing until he obtains a Transfer. The MNA shall have the right to appeal the IIHF's decision to the Disciplinary Board within seven (7) days of that decision.
  - Should the Player continue to play without an approved Transfer, the matter will be submitted to the IIHF Disciplinary Board. The following sanctions shall be applied by the IIHF Disciplinary Board:

- Member National Association: Fine of minimum CHF 5,000 and up to CHF 150'000 (maximum) per game the Player played without an approved Transfer since the IIHF General Secretary's intervention.
- Club: Ban on Transfers (during Transfer period) for a minimum of three (3) months and up to twenty-four (24) months (maximum).
- Player: Suspension from IIHF Competitions for a minimum of one (1) year and up to three (3) years (maximum).

In exceptional circumstances, the IIHF Disciplinary Board may abstain from sanctioning any party.

#### **4. Breach of Professional Player Contracts**

- 4.1 Sporting sanctions shall be imposed on Players found to be in breach of Professional Player Contract.

The sanction shall be a four (4) 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 in its communication. In the case of aggravating circumstances, the IIHF may decide upon further disciplinary measures. The total period of suspension shall never exceed six (6) months of playing periods.

If a Player is found in breach of a Professional Player 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 (2) weeks, sporting sanctions will take effect. The two (2) week time period starts to run from the date of the decision determining that a breach of the Professional Player Contract has occurred.

- 4.2 The IIHF shall impose a one season ban on Transfers for any club found to have induced a breach of a Professional Player Contract. It shall be presumed, unless established to the contrary, that any club signing a Player who has breached his Professional Player Contract has induced that Player to commit a breach. The period of ban shall commence on the day the IIHF communicates its decision and last until the same date of the following season. In the case of aggravating circumstances, the IIHF may decide upon further disciplinary measures.
- 4.3 Any person or body subject to the IIHF Statutes & Bylaws and Regulations who acts in a manner designed to induce a breach of a Professional Player 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 Board.
- 4.4 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).

#### **5. Enforcement**

Any sanction against Players or clubs which cannot be enforced due to the fact that a Player or club has joined a Non-Member Organization shall be enforced at the time when the Player or club wishes to return to an MNA.



## Unlimited Transfer 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 can be processed and must be uploaded to the online transfer system when requesting the transfer.

### 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 this would be indicated in the transfer request made in the Online Transfer System
  - 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 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 transfer 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 processing the transfer 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 CHF, except for the transfer of players under the age of 18 (IIHF International Transfer Regulation Section I Article 5) The IIHF will charge an administrative fee to process the transfer within the online system. 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 and 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.

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

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

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