

COMPARATIVE TABLE ON TRAINING COMPENSATION IN 16 INTERNATIONAL SPORTS ASSOCIATIONS

by

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Whereas in the name of *autonomy* and *specificity* of sport each Sports Association both at International and national level has adopted its own rules on training compensation, the table here below aims to give a general overview of the training compensation systems in some International Sports Associations.

Hopefully the analysis of the relevant provisions will enable everybody to better understand the impact of the Bernard Judgement by the Court of Justice on the sports world. I am very grateful to all authors who made this table possible.

Brussels, 25 of April 2010
Michele Colucci

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<p>FOOTBALL <i>Paolo Amato - Michele Colucci</i></p>	<p>Art. 1 FIFA Regulations on Status and Transfer of Players</p> <p>“A professional is a player who has a written contract with a club and is paid more for his footballing activity than the expenses he effectively incurs. All other players are considered to be amateurs.”</p>	<p style="text-align: center;">Yes</p> <p>Art. 20 FIFA regulations on Status and Transfer of Players</p> <p>“Training compensation shall be paid to a player’s training club(s): (1) when a player signs his first contract as a professional and (2) each time a professional is transferred until the end of the season of his 23rd birthday. The obligation to pay training compensation arises whether the transfer takes place during or at the end of the player’s contract. The provisions concerning training compensation are set out in Annexe 4 of these regulations.”</p> <p>Art. 21 FIFA regulations on Status and Transfer of Players</p> <p>If a professional is transferred before the expiry of his contract, any club that has contributed to his education and training shall receive a proportion of the compensation paid to his former club (solidarity contribution). The provisions concerning solidarity contributions are set out in Annexe 5 of these regulations.</p>	<p>ANNEX 4 FIFA regulations on Status and Transfer of Players</p> <p>Art. 2 Payment of training compensation</p> <p>1. Training compensation is due when:</p> <ul style="list-style-type: none"> i. a player is registered for the first time as a professional; or ii. a professional is transferred between clubs of two different associations (whether during or at the end of his contract) before the end of the season of his 23rd birthday. <p>Art. 4 Training costs</p> <p>1. In order to calculate the compensation due for training and education costs, associations are instructed to divide their clubs into a maximum of four categories in accordance with the clubs’ financial investment in training players. The training costs are set for each category and correspond to the amount needed to train one player for one year multiplied by an average “player factor”, which is the ratio of players who need to be trained to produce one professional player.</p> <p>Art. 5 Calculation of training compensation</p> <p>1. As a general rule, to calculate the training compensation due to a player’s former club(s), it is</p>

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			<p>necessary to take the costs that would have been incurred by the new club if it had trained the player itself.</p> <p>2. Accordingly, the first time a player registers as a professional, the training compensation payable is calculated by taking the training costs of the new club multiplied by the number of years of training, in principle from the season of the player's 12th birthday to the season of his 21st birthday. In the case of subsequent transfers, training compensation is calculated based on the training costs of the new club multiplied by the number of years of training with the former club.</p> <p>FIFA circular letter 1185 All Clubs are divided per category:</p> <p>i. <u>Category 1</u> (top level, e.g. club possesses high quality training centre): - all first-division clubs of national associations investing on average a similar amount in training players.</p> <p>ii. <u>Category 2</u> (still professional, but at a lower level): - all second-division clubs of national associations with clubs in category 1 - all first-division clubs in all other countries with professional football.</p> <p>iii. <u>Category 3</u>: - all third-division clubs of national associations with clubs in category 1 - all second-division clubs in all other countries with professional football .</p> <p>iv. <u>Category 4</u>: - all fourth- and lower division clubs of the national associations with clubs in category 1 - all third and lower division clubs in all other countries with professional football - all clubs in countries with only amateur football .</p> <p>FIFA circular letter 769 (now repealed) Training Costs should cover:</p> <p>- Salaries and/or allowances and/or benefits paid to players (such as pensions and health insurance);</p>

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			<ul style="list-style-type: none"> - Any social charges and/or taxes paid on salaries; - Accommodation expenses; - Tuition fees and costs incurred in providing internal or external academic education programmes; - Travel costs incurred in connection with the players' education Training camps; - Travel costs for training, matches, competitions and tournaments; - Expenses incurred for use of facilities for training including playing fields, gymnasiums, changing rooms etc. (including depreciation costs); - Costs of providing football kit and equipment (e.g. balls, shirts, goals etc.); - Expenses incurred in playing competitive matches including referees expenses, and competition registration fees; - Salaries of coaches, medical staff, nutritionists and other professionals; - Medical equipment and supplies; - Expenses incurred by volunteers; - Other miscellaneous administrative costs (a % of central overheads to cover administration cost accounting, secretarial services etc.). <p>FIFA circular letter 799 (now repealed)</p> <p>i. <u>For each different category of clubs</u>, national associations should arrive at a figure, which represents the average annual training costs incurred by a club in that category.</p> <p>ii. The figure arrived at for each category at (i) above, should then be divided by the total number of players that are effectively trained, on average, by a club in each category i.e. the number of players between 12 and 21 years of age who are trained by a club, who have not yet completed their training and who are registered to play for that club. The resulting figure represents the average cost for training one player at a club in a particular category.</p> <p>iii. Finally, to work out the training compensation amount for each category, the figure obtained under (ii) should be multiplied by what is referred to in the</p>

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			<p>Application Regulations as an average “player factor”. The “player factor” is a <i>ratio</i> that takes into account the number of players who need to be trained on average by a club in a given category in order to ‘produce’ one professional player .</p> <p>The player factor for each given category is obtained by dividing the total number of players being effectively trained, on average, by a club in that category (as defined at (ii) above), by the average number of those players being offered a full professional contract each year.</p>
BASEBALL <i>Katbleen E. Carey</i>	International Federation defers to National level for regulation	No specific rules; League by league basis	N/A
BASKET <i>Ann Marie Litt</i>		<p>FIBA Regulation H RULES GOVERNING PLAYERS, COACHES, SUPPORT OFFICIALS, AND PLAYERS' AGENTS</p> <p>H.3.4.1.2 Compensation for the development of a player under the age of eighteen (18) where the transfer has been approved under H.3.4.1.1.b. <u>The Secretary General shall fix a reasonable compensation for the development of the player payable as per H.3.4.8. Such compensation shall be based primarily on the investments made by the club(s) that have contributed to the development of the player and shall take into account the aspects as per H.3.4.1.1.b.</u></p> <p>H.3.4.2 At or after the player’s eighteenth (18) birthday, the club of origin, i.e. <u>the club or other organisation for which he is licensed at his eighteenth (18) birthday (the “club of origin”)</u>, has the right to sign the first contract with the young player.</p> <p>H.3.4.3 Such contract shall be in written form and respect the law of the country and of the federation of origin. It shall have a minimum duration of one (1) year and a maximum duration of four (4) years. A copy of such contract shall be submitted to the Secretary General who shall keep it on a confidential basis.</p> <p><u>H.3.4.4 Should the player refuse to sign such contract</u></p>	<p>H.3.4.1.1 Special cases</p> <p>a. If the proposed transfer is not linked to basketball, the transfer may be authorised.</p> <p><u>b. If the proposed transfer is linked to basketball, the following criteria shall be taken into account when making the decision on the authorisation of the transfer:</u></p> <p>i. <u>The player’s new club shall guarantee adequate academic and/or school and/or vocational training which prepares him for a career after his career as a professional athlete.</u></p> <p>ii. <u>The new club shall provide appropriate basketball training in order to develop and/or further the player’s career as a professional athlete.</u></p> <p>iii. <u>The new club shall demonstrate that it conducts an appropriate training programme for young players of the nationality of the club’s home country.</u></p> <p>iv. <u>The new club shall make a contribution to a Solidarity Fund established by FIBA to support the development of young players.</u></p> <p>v. <u>The young player, his parents, the new club, and the new national member federation shall declare in writing that, until his eighteenth (18) birthday, the player will make himself available for his home country’s national team and, if necessary, for the preparation time as well as for training camps provided that they do not interfere with school activities.</u></p> <p>vi. The transfer does not disrupt the player’s schooling.</p> <p>c. Not more than five outward transfers of players under</p>

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		<p><u>and elect to move to a new club in another country, the two clubs shall agree on a compensation sum to be paid as per H.3.4.8 and inform FIBA.</u></p> <p><u>H.3.4.5 In the event that the clubs are unable to agree on the compensation within four (4) weeks of the date on which a letter of clearance for the player in question was first requested by the new club's federation, either club has the right to request that the compensation be determined by FIBA.</u> Such request has to be made in writing within six (6) weeks of the date on which a letter of clearance for the player in question was first requested by the new club's federation.</p> <p>H.3.4.6 The decision as per H.3.4.5 shall be taken by the Secretary General who may hear the two clubs and/or federations involved and/or the player if he deems it appropriate.</p> <p><u>H.3.4.7 The player shall not be allowed to play for his new club until the compensation agreed upon by the two clubs (H.3.4.4) or determined by the Secretary General (H.3.4.6) has been paid as per H.3.4.8.</u> In the event that an appeal is filed against the decision of the Secretary General, the player shall be allowed to play for his new club as soon as the sum of compensation determined by the Secretary General has been paid into an account of FIBA or the FIBA Zone where it will be held in escrow until the decision on the compensation is final.</p>	<p>the age of eighteen (18) can be approved in any one year from any one national member federation; similarly, not more than ten such transfers inward can be approved for any one national member federation. These restrictions relate only to transfers linked to basketball, apply separately to male and female players and shall be based on the order in which transfer requests were received by FIBA.</p> <p>National member federations have the right to withdraw a transfer request for a young player before FIBA issues a decision on the matter.</p> <p>d. In transfer cases linked to basketball where the player lives close to the border, as determined by FIBA on a case by case basis, FIBA may waive the contribution to the Solidarity Fund and not include such transfers in the total inward/outward number of transfers of the national member federations involved. Any subsequent national transfer of the player before his eighteenth (18) birthday, requires approval by FIBA and shall be included in the inward/outward number of transfers.</p>
CRICKET <i>Daniel Cassidy</i>	Professionals only when the are registered.	No training compensation	
CYCLISM <i>Sabina van Nijnatten-Bestulic</i>	<p>JOINT AGREEMENTS part of UCI Cycling regulation (ROAD RACES)</p> <p>Art.6. Contract shall be for a specified period ending on 31 December.</p> <p>Contracts coming into force before 1 July of the registration year shall be valid at least until 31 December</p>	<p>UCI Cycling regulation (ROAD RACES) 2.16.041</p> <p>On the expiry of the term of the contract, the rider is free to leave the professional continental team and join another team.</p> <p>All transfer payment systems are prohibited.</p>	NO

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	<p>of the same year.</p> <p>For a new professional, the contract shall be valid until at least 31 December of the following registration year. Contracts coming into force after 30 June shall be valid at least until 31 December of the following registration year and, in the case of a new professional, until 31 December of the year after that.</p> <p>Art. 7</p> <p>1. The status of new professional is given to any rider who joins a UCI ProTeam or Professional Continental Team for the first time no later than during his twenty-second year.</p> <p>For the application of this article the date of joining shall be the date on which the rider's contract comes into force.</p> <p>The age of the rider is determined by the difference between the year of his hiring and the year of his birth.</p> <p>2. The status of new professional ends:</p> <p>a. If the contract comes into force before 1 July: on 31 December of the subsequent registration year;</p> <p>b. If the contract comes into force after 30 June: on 31 December of the second subsequent registration year.</p> <p>During this period the rider shall retain the status of new professional even if:</p> <p>a. The rider reaches the age of 23 during this period;</p> <p>b. The contract is terminated early and the rider changes team.</p> <p>3. If, at the time that the new professional's contract comes into force, the remaining term of the contract between the paying agent and the principle partner or contracts between the paying agent and the two principal partners is less than duration of the contract as determined under the first paragraph of point 2 above but equal to at least one year, the duration of the new professional's contract may be limited to the remaining duration of the contract with the principal partner or the longer of the contracts with the two principal partners.</p> <p>If, on expiry of the contract between the paying agent and the principle partner or the contracts between the paying agent and the two principle partners, the team</p>	<p>The same applies to other types of cycling:</p> <ul style="list-style-type: none"> • TRACK RACES <p>3.7.023, 3.7.024, 3.7.025</p> <ul style="list-style-type: none"> • MOUNTAIN BIKE <p>4.10.019, 4.10.022</p>	

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	<p>continues its activities or the paying agent continues its activities in another team, he must reemploy the rider at that rider's request for at least one year and under conditions which may not be less favourable to the rider.</p> <p>Art. 8 The contract of employment shall not provide a trial period.</p> <p>Art. 9 Before 30 September prior to the end of the contract, if the contract has not already been renewed, each party shall inform the other in writing of their intentions as regards any renewal of the contract. A copy of this document shall be sent to Cyclistes Professionels Associés (CPA)</p>		
FENCING <i>Giampiero Pastore</i>	No Specific rules	No Training Compensation	Amateurs
HANDBALL <i>Maelle Hofmaan</i>	<p>Art. 2 IHF PLAYERS' ELIGIBILITY CODE Player status Players in national federations under the International Handball Federation are either a) non-contract players or b) contract players, including professionals</p> <p>Article 3 IHF PLAYERS' ELIGIBILITY CODE Non-contract players 3.1. Players without a written contract between themselves and their club or federation, and who are not paid compensation over and above the customary costs of game participation, shall be termed non-contract players. 3.2. Customary costs, which all players may receive without affecting their player status, shall be in the form of travel and accommodation expenses in connection with a match, sports clothing, insurance and training participation. Financial contributions which are not related to any customary costs shall in principle be regarded as</p>	<p>Article 5 of the EHF Rules on Procedure for Transfer.</p> <p>A club may request training compensation if a player is transferred to a club in another country of Europe under the following conditions:</p> <ul style="list-style-type: none"> - the player must be between 16 and 23 years old at the time of his/her transfer - the club must have had a contract with the player at any time between his/her 16 and 23 years old - the contract with the player must be terminated at the date of his/her transfer - the training compensation shall be requested during the transfer procedure (by the last club having a contract with the player) - the transfer/request for training compensation shall be made within 12 months after the end of the last contract of the player with a club in the respective country (by the last club having a 	

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	<p>remuneration for the player's services as a handball player.</p> <p>Article 4 IHF PLAYERS' ELIGIBILITY CODE Contract players 4.1. Each player receiving payment over and above the re-imbursments mentioned in (3) is a contract player. A written agreement/contract, defining the rights and duties of the parties involved, shall be concluded. 4.2. National federations shall generate a central register of contract players within their jurisdiction by 31 December of each year. 4.3. Every national federation shall provide a central register of all contract players to their continental federation concerned by 28 February of each year. The continental federation shall record the contract players and communicate a complete list to the IHF by 31 March. 4.4. The IHF or the continental federation concerned has the right to determine the status of a player by itself. The respective request may be forwarded by the national federation, a club or a player. 4.5. The agreement/contract between the player and the club shall include all details that rule the mutual rights and duties and shall be valid for a concrete period of time. The details mentioned in the specimen contract (see Regulations IV) can be considered elements of an agreement/contract between the a player and a club. The parties involved are free to rule further details in the respective agreement/contract which must not contravene the specimen contract. 4.6. In case of disputes, a copy of the contract shall be made available to the IHF or the continental federation concerned, if required. 4.7. National federations may add their own provisions to their player contracts, so long as they do not contradict this Player Eligibility Code.</p> <p>Article 5 IHF PLAYERS' ELIGIBILITY CODE Professional players 5.1. Professional players are defined as players whose livelihood is derived from playing handball.</p>	<p>contract with the player)</p> <p>If a request for training compensation is made during the transfer procedure of a "young" player under the conditions defined here above, each club which had a contract with this player (between the age of 16 and 23) can receive a training compensation from the "new" club.</p> <p>The compensation can be agreed on between the "new" club and the "training clubs"; if no agreement is reached, the EHF regulations provide that the "training" clubs shall receive 2,500€ for each season during which they had a contract with the player.</p> <p>The EHF Regulations also provide that the respective National Federation may request a training compensation if a "young" player is transferred to a club in another country of Europe; the conditions are the following:</p> <ul style="list-style-type: none"> - the player must be between 16 and 23 years old at the time of his/her transfer - the player must have been part of the national team in an official match at least once before his/her transfer (he/she shall appear at least once in the match report of an official match of the national team – friendly games are not valid) - the training compensation shall be requested during the transfer procedure <p>The compensation can be agreed on between the "new" club and the National Federation; if no agreement is reached, the EHF regulations provide that the National Federation shall receive 500€ as training compensation for each season the player was at least once part of the national team in an official match.</p>	

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<p>HOCKEY <i>Dennis Koolaard</i></p>	<p>5.2. In addition, the provisions of (4) shall apply.</p> <p>There are no regulations in the FIH Status and Bye-Laws on the status of players. So all players are considered amateurs.</p> <p>(Due to the increasing power of money in Hockey, the Dutch Hockey Association (KNHB) initiated regulations for the transfers of players. Disputes between clubs will be settled by the Dutch Football Association (KNVB).)</p>	<p>No, but maybe through:</p> <p>FIH Statutes and Bye-Laws</p> <p>Art. 20 The Juridical Commission and any other body authorised under the Statutes, Bye-Laws, Rules and Regulations to hear and determine any complaint, protest, claim, dispute or appeal may impose such sanction or sanctions as are laid down by the Statutes, Bye-Laws, Rules and Regulations or, by default thereof, such sanction or sanctions as it considers appropriate including but not limited to reprimand, fine (including interest), disqualification or suspension for such period as it determines appropriate, compensation, an order requiring a party to do or refrain from doing any act or thing and may also in its discretion award costs (including fees, charges and expenses).</p>	<p>There are no regulations in the FIH Statutes and Bye-Laws on the calculation of training compensation.</p>
<p>ICEHOCKEY <i>Lieke van Berkel</i></p>	<p>Section II of the IIHF International Transfer Regulations, art 1 definition of a professional players contract:</p> <p>The provisions below will be applied by the IIHF with regards to international transfers of professional players.</p> <p>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. The IIHF General Secretary may, at its sole discretion decide whether a player is a professional according to this definition.</p> <p>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.</p>	<p>Yes, there is a sort of a transfer fee:</p> <p>Art. 8 Fees</p> <p>8.1 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.</p> <p>8.2 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.</p>	<p>There are no real provisions that calculate the transfer compensation fees, other than art. 8 that gives a straight fee. But there are two articles in the IIHF International Transfer Regulation that give the procedure of the transfer:</p> <p>2 The Transfer Procedure</p> <p>2.1 The player transfer procedure must be prepared first by negotiation of the two clubs concerned. Items to negotiate include the length of the contract and the corresponding length of the transfer. Following an agreement between the two clubs 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.</p>

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			<p>2.2 The former member national association shall immediately 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, at the latest 7 days after the receipt of the ITC. The former member national association may not refuse to sign the transfer card unless the player wishing to transfer has not fulfilled his contractual obligations to his former club, has not fulfilled financial commitments to his former club such as unpaid debts or has not returned the club's equipment, or other issues between the two clubs regarding the player transfer other than issues concerning compensation (for professional players please also refer to section II of these regulations). 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.</p> <p>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.</p> <p>2.4 The player is entitled to appeal to the IIHF General Secretary against the refusal of his transfer. 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.</p> <p>2.5 If within seven 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</p>

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			<p>objections against the player's appeal from the former member national association, it will be regarded as consent with the transfer.</p> <p>2.6 If objections are received from either the player or the former member national association, the case will be investigated and decided within seven days by the IIHF General Secretary. His decision may be appealed to the IIHF Executive Committee within seven days by the player or the former member national association.</p> <p>2.7 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.</p> <p>2.8 A player cannot transfer during the period when he is under suspension by the IIHF or by his member national association (when such suspension is recognised by the IIHF).</p> <p>Section II art. 4 Transfer of Players Under Contract</p> <p>4.1 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.</p> <p>4.2 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.</p> <p>4.3 Breach of article 4.1 or 4.2 could be referred to the IIHF Disciplinary Committee and could result in restrictions on or disqualification from IIHF activities or other sanctions.</p> <p>4.4 The transfer of a player during the term of his</p>

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			<p>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.</p> <p>4.5 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 2) shall be applicable.</p>
<p>MOTOR SPORTS (Organized by FIA) <i>Stefan Kamenski</i></p>	<p>Article 108 ISC (Registration for Competitors and drivers): Any person wishing to qualify as a competitor or as a driver, as defined in Articles 44 and 45, shall make a formal application for a licence to the ASN of the country of which they are a citizen (see Article 47). If the driver enters the car, then they are also the competitor and must hold the two corresponding licences (see Article 109). Article 109 ISC (Issuing of licences): Certificates of registration drawn up in accordance with a model approved by the FIA, bearing the name of the ASN and termed either 'Competitor's licence' or 'Driver's licence' may be issued by the ASN (see Article 113). Two different kinds of FIA international licences have been established i.e. : – competitor's licence; – driver's licence. Each ASN is authorised to issue these licences as specified under Article 110. An ASN may also issue national licences, the model of which may be chosen by that ASN. It may use for that purpose the FIA licences by adding an inscription which will restrict the validity to its country only, or to a specific category of sporting</p>	<p style="text-align: center;">No specific rules</p> <p>The results of my research showed that the big manufacturers organise training courses for jeune espoirs themselves and I suppose that they conclude individual contracts with every young driver individually. However this is total speculation since I haven't seen such a contract myself. Below you can find a link to a programme for jeune espoirs organized by McLaren Mercedes Team: http://mclaren.com/article/2010/mclaren-driver-development-programme-1</p> <p style="text-align: center;">Transfer Compensation</p> <p>There are no specific provisions governing the training compensation regime. This is rather strange since it is obvious that drivers competing in series such as Formula 1, GP 2 and GP 3 are professionals with contracts with their respective teams. However, in Formula one Sporting regulations one can find under Appendix 5 Regulations of the Driver Contract Recognition Board. However the substance of these regulations are inaccessible because they are "reserved for the exclusive use of competitors entered in the FIA Formula One World Championship" Below, I am providing an article concerning cases decided by the Driver Recognition Board. However for me it was impossible to find neither</p>	

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	<p>event.</p> <p>Article 110 ISC (Rights of issuing licence) Each ASN shall be entitled to issue licences</p> <ol style="list-style-type: none"> 1) to its nationals; 2) to the nationals of other countries represented on the FIA, in compliance with the following statutory conditions : <ol style="list-style-type: none"> a) that their parent ASN gives its prior agreement to the issuing which may only take place once a year and in special cases; b) that they can produce for their parent ASN (the country of their passport) a permanent proof of residence in the other country; c) that their parent ASN has recovered the licence originally issued. <p>No person authorised by their parent ASN to apply for a licence from some other ASN shall hold a licence from their parent ASN valid for the current year. Exceptionally bona fide students at an ASN recognized competition driving school may take part in up to two national events organised by that school on the strict condition that they have the agreement of both their parent ASN and the host ASN. In such cases their original licence must be lodged with the host ASN who will then issue a suitable licence for the event. This licence will be exchanged for their original licence at the conclusion of the event(s).</p> <p>If for very special reasons however, a licence-holder wishes to change the nationality of his licence during the current year, he would only be able to do so after having obtained his parent ASN's consent and once his old licence has been taken back by his parent ASN.</p> <p>An ASN may also grant a licence to a foreigner belonging to a country not yet represented on the FIA but only on condition that the FIA is immediately informed of the intention to do so, in which case the FIA will at once state if there is any reason why such a licence should not be granted. An ASN shall advise the FIA of any refusal on its part to comply with a request of this nature.</p> <p>The requirement for acquiring different types of licences</p>	<p>the decisions on the merits nor the rules of procedure of this body.</p> <p>http://www.grandprix.com/ns/ns13683.html</p>	

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	<p><i>granting rights for participation in different series</i> organized by FIA can be found in Appendix L of the International Sporting Code, Chapter I.</p> <p>The only documents that contain distinction between professionals, semi-professionals and amateurs are the Sporting Regulations of FIA GT2 and GT3 series. However, there is no definition of amateurs and professionals. Instead these are stated in the different categorizations of drivers which are based on the drivers' performance and various other indicators including age. The categorization is: PLATINUM category – professional driver (other requirements); GOLD – semi-professional (other requirements); SILVER – amateurs (other requirements); BRONZE – amateurs (other requirements).</p> <p>See Article 42 and 43 2010 Sporting regulations – FIA GT2 European Championship and Article 38 2010 Sporting regulations – FIA GT3 European Championship</p> <p style="text-align: center;">Lex Specialis</p> <p>We can see the influence of EU law and especially the freedom of movement of worker over the International Sporting Code of FIA in the provisions regulating the issue of licencing rights. For example Article 47(a) 3rd subparagraph ISC states: A parent ASN is the ASN of the country of which the licence-holder is a national. In the case of a professional competitor or driver as defined by article 18 of the present Code, a parent ASN may also be the ASN of the E.U. country of which the licence-holder is a bonafide permanent resident.</p> <p>Another similar provision concerns the access of nationals of EU Member States to national competitions of other Member States, namely this is Article 47(b) 1st subparagraph ISC which states: National licences issued by an E.U. ASN or ASN of a comparable country by decision of the FIA, to professional competitors or drivers, as defined by article 18 of the present Code, will allow their holders to take</p>		

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	<p>part in national events taking place in E.U. countries (or <i>comparable country</i> by decision of the FIA) without the need for special authorisation. Such national competition licences will feature an E.U. flag.</p> <p>Each E.U. ASN or ASN of a comparable country by decision of the FIA will ensure that insurance arrangements take these regulations into account.</p> <p>The problematic issue here is the existence of the term <i>comparable country</i>, determined by FIA on the basis of criteria unknown to me. It seems that by designating a comparable country FIA unilaterally extend the free movement rights to third country nationals, a provision which will be rather problematic if it ends up in ECJ.</p>		
<p>POLO <i>Maria Josefina Gonzalez Lopez</i></p>	<p>There are no regulations in the FIP Status/Bylaws on the status of players or contracts of players. Meaning that all players would legally be considered as amateurs.</p> <p>(In the world of polo - as in several other sports - it's a thin line between amateurs and players who get paid for playing as they regularly play together and against each other.)</p> <p>However for example art.1.6 of the HPA Regulations 2009 (English association of polo) states the following about financial commitments: <i>'Associate Members of the HPA are expected to settle or procure settlement of all accounts arising in consequence of their involvement in playing Polo promptly in the ordinary course of business even though they may not be the actual legal creditor. Such accounts include, without limitation, agreed payments to players, farrier's charges, vets charges, feed accounts, livery charges and transport. Accordingly, provided the matter is not the subject of an ongoing Court case or arbitration, where the HPA is informed that such accounts are outstanding the Chief Executive shall seek an explanation from the Associate Member. This will be passed to the Disciplinary Steward who shall cause to be convened a Disciplinary Enquiry if he considers the failure to settle the account(s) to be a Disciplinary Incident. Where a Court or arbitration process has found that an</i></p>	<p>No training compensation.</p> <p>Some extra information about how players make a living out of playing polo: <i>'To be a patron and sponsor a medium goal team a player will pay a pro anywhere from \$3500 per game to \$150,000 and up for a high goal tournament. Pros usually require housing and vehicles for themselves (and their families) while they are playing in tournaments which can last anywhere from two weeks to two months. A patron can spend from \$300,000 to \$1,000,000 and up to compete in high goal polo at the tournament level. Many polo professionals also derive income from club management and teaching.'</i>¹</p>	<p>N/A</p>

¹ "Professional Polo Players" available at [<http://www.sportpolo.com/default.htm>] - visited 31 March 2010.

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	<p><i>Associate Member or any company or entity with which he may be connected has avoided or delayed settling an account alleged to arise in connection with the Associate Member's involvement in playing polo, the Stewards shall impose without any enquiry an immediate and automatic suspension on the Associate Member concerned until the account has been settled or is being met in accordance with the directions of the Court or arbitrator. The Associate Member concerned may apply in writing to the Disciplinary Steward to have his suspension lifted pending an appeal to the courts. The Stewards shall also be empowered to impose such an immediate and automatic suspension without enquiry where an Associate Member has admitted that an account arising in consequence of his involvement in playing polo is outstanding even though he may not be the legal creditor.</i></p> <p>The following is mentioned about players' contracts in art. 1.7 of the HPA Regulations 2009 (English association of polo): <i>'Stewards consider financial arrangements between players and patrons to be a civil contract and would not expect to get involved unless they were concerned that the dealings of either party were either prejudicial to the good order of the HPA or the game of polo, or all parties concerned, including the HPA, were in agreement that they should do so.'</i></p>		
<p>RUGBY <i>Dennis Koolaard</i></p>	<p>Contract Players:</p> <p>IRB Regulation 4 on Player status, Player contracts and Player movement</p> <p>Art. 4.5.7 Players who are Registered and are currently receiving, or who have received, Material Benefit shall be regarded as Contract Players (save for those Players who are no longer classified as Contract Players in accordance with the provisions of Regulation 4.8.1 below). All other Players who are Registered shall be regarded as Non-Contract Players.</p> <p>Art. 4.8.1 A Player who has been Registered as a Contract Player will continue to be classified as a Contract Player until a period of 12 months has elapsed from the date such Player competed in his last Match when registered as a Contract Player.</p>	<p>Contract Players:</p> <p>Yes</p> <p>IRB Regulation 4 on Player status, Player contracts and Player movement</p> <p>Art. 4.7.2 In recognition of the investment made by Unions, Rugby Bodies or Clubs (as the case may be) in the training and/or development of Players, when:</p> <p>(a) a Contract Player whose written agreement has expired enters into a written agreement for the first time with a Union, Rugby Body or Club outside his Home Union, his Home Union (or Rugby Body or Club in membership of his Home Union as the case may be) shall, be entitled to compensation for his training and/or development;</p> <p>(b) a Non-Contract Player enters into a written</p>	<p>Contract Players:</p> <p>Paragraph 4.7 IRB Regulation 4 on Player status, Player contracts and Player movement.</p> <p>Art. 4.7.3 Disputes over which Union constitutes a Player's Home Union for the purposes of determining entitlement to compensation for a Player's training and development may be referred, by Unions or Associations only, to the CEO who shall via the Judicial Panel Chairman, or his designee, refer such disputes to a Judicial Officer or Judicial Committee to be dealt with in accordance with the provisions of Regulation 18.10. In determining such entitlement, the Judicial Officer or Judicial Committee shall, in particular, take into account the following factors:</p> <p>(a) the length of time the Player trained with the relevant Union, Rugby Body or Club;</p>

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	<p>Associate Players:</p> <p>SECTION 3. Compensation for the training and development of young players</p> <p>Art. 3 Under an Associate Player scheme, players over the age of 16, but under the age of majority, who are receiving regular/frequent training and/or coaching services in a Licensed Training Centre, may be registered in that Licensed Training Centre as an Associate Player.</p>	<p>agreement for the first time with a Union, Rugby Body or Club outside his Home Union, his Home Union (or Rugby Body or Club in membership of his Home Union as the case may be) shall be entitled to compensation for his training and/or development; and</p> <p>(c) a Non-Contract Player moves outside his Home Union and retains his status as a Non-Contract Player, then, subject to Regulation 4.8.3, the Player's Home Union (or Rugby Body or Club in membership of his Home Union, as the case may be) shall have no claim to compensation.</p> <p>Associate Players:</p> <p>Yes</p> <p>SECTION 2. Young players protocol</p> <p>Art. 6 Compensation for the investment made in Associate Players may be payable whether the player is transferred before acquiring the status of a Contract Player or if his registration should be transferred while he is still an Associate Player. Any compensation payable in such circumstances should reflect, and be based on the factors set out in paragraph 13 of Section 3 of these Guidelines, in particular, the actual investment made by a Union, Rugby Body or Club in a player registered with a Licensed Training Centre. This will include the quality, regularity/frequency of training and coaching received.</p>	<p>(b) actual training costs incurred by the relevant Union, Rugby Body or Club;</p> <p>(c) the quality and regularity of the training undertaken; and</p> <p>(d) the progress of the Player during his time at the relevant Union, Rugby Body or Club.</p> <p>Art. 4.7.4 The amount of compensation payable pursuant to Regulation 4.7.2, shall be calculated in accordance with Figure 1 below:</p> <p>Figure 1 $A = B \times C$ Where A = the compensation payable; B = the Standard Annual Development Investment of £5,000; C = the number of years, between the ages of 17 and 23, a player has spent in development programmes of the Current Union.</p> <p>For illustrations of the formula see Section 7 of the Explanatory Note to Regulation 4.</p> <p>Art. 4.7.5 The Standard Annual Development Investment figure represents the average level of per Player funding attributable to development programmes in IRB High Performance and Performance Unions. The factors below constitute a guide to what is included within the Standard Annual Development Investment:</p> <p>(a) Actual and identifiable training costs in relation to Player development incurred by the Union, Rugby Body or Club (as the case may be) including, but not limited to:</p> <ul style="list-style-type: none"> (i) proportionate salary or compensation paid to coaches; (ii) board and lodging (iii) proportionate costs of training infrastructure (for example, hire of facilities, equipment) ; <p>(b) Other general costs that can be attributed, either in full or in part, to a Player's rugby education, training and development; and</p> <p>(c) Assembly costs for next senior fifteen-a-side National Representative Team, senior National Representative Sevens Team and National Age Grade Teams.</p> <p>For the avoidance of doubt, the following items are</p>

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			<p>specifically excluded from the Standard Annual Development Investment:</p> <p>(d) Medical and non-rugby specific costs (e.g., school fees and other education costs);</p> <p>(e) Domestic and international competition costs; and</p> <p>(f) Assembly costs for domestic club teams and international club teams.</p> <p>Art. 4.7.6 The number of years a Player has spent in development programmes of the Current Union is a key component of the calculation. It is recognised that there is a defined period in which Unions invest in Player development, and this is deemed to be between the ages of 17 and 23. During the defined development period therefore, there is a maximum of seven years investment in Player development.</p> <p>Art. 4.7.7 Any disagreement over the fee payable pursuant to Regulation 4.7.2 and Figure 1 for such Player’s training and/or development, may be referred, by Unions or Associations only, to the CEO who shall via the Judicial Panel Chairman, or his designee, refer such disputes to a Judicial Officer or Judicial Committee to be dealt with in accordance with the provisions of Regulation 18.10.</p> <p>Art. 4.7.8 Any disagreement between the relevant parties regarding the payment of compensation for the training and/or development of a Player, shall not affect a Player’s playing activity and Clearance may not be refused for this reason.</p> <p>Art. 4.7.9 Compensation for a Player’s training and development shall be paid by the Rugby Body or Club (as the case may be) to which the Player is proposing to move, to the Player’s Home Union.</p> <p>Art. 4.7.10 Each Union shall be entitled to establish its own regulations for the distribution of compensation monies received by it to Rugby Bodies and Clubs in its membership or otherwise.</p>

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			<p>4.7.11 When compensation for a Player's training and development is payable by a Rugby Body or Club, then the Union with which such Rugby Body or Club is affiliated shall, in the event of default or non-performance by such Rugby Body or Club be liable for the payment of the compensation as principal debtor.</p> <p>Associate Players:</p> <p>SECTION 3. COMPENSATION FOR THE TRAINING AND DEVELOPMENT OF YOUNG PLAYERS</p> <p>Specific criteria for compensation:</p> <p>Art. 9 An Associate Player who is registered with a Licensed Training Centre shall be entitled, at any time, to apply to the Licensed Training Centre for cancellation of his registration as an Associate Player. In the event of such an application, an Associate Player cannot be registered with a Licensed Training Centre (and may not be registered with or play or train for a Union Rugby Body or Club for a period of 6 months from the date of the application), except with the consent of the Licensed Training Centre with which he was registered as an Associate Player, and/or on payment of compensation to that Licensed Training Centre by the Licensed Training Centre, Union, Rugby Body or Club for whom the player wishes to register. If an Associate Player believes that the Licensed Training Centre that he is registered with is in breach of its obligations and/or failing to provide appropriate training and development activities, the Associate Player may apply to the Union that licenses the Centre in question and request that his registration be cancelled. The Union should undertake an investigation into such application and, where appropriate, refer the matter to its relevant body for adjudication.</p> <p>Art. 10 If an Associate Player's registration is transferred from one Licensed Training Centre to another, or the player is registered with a Union, Rugby Body or Club in</p>

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			<p>another capacity, the Union, Rugby Body or Club responsible for funding/operating the Licensed Training Centre, at which the player received regular training and coaching services and was registered as an Associate Player, is entitled to make a claim for compensation for the training and development of the Associate Player. When the Union, Rugby Body or Club responsible for the operation of a Licensed Training Centre believes that it is entitled to compensation then the Union, Rugby Body or Club, as the case may be, must complete a standard form setting out the basis of the claim and submit it to the relevant Union, Rugby Body or Club. It should then seek to agree the amount of compensation as soon as possible.</p> <p>Art. 11 Associate Players approaching or attaining majority may, where appropriate, be offered a contract pursuant to which he will receive Material Benefit, and sign as Contract Players, with the Union, Rugby Body or Club operating the Licensed Training Centre. Such offers may only be made within the 6 months before the player acquires the age of majority. If the Associate Player rejects the offer to become a Contract Player with the Union, Rugby Body or Club (as the case may be) that operated the Licensed Training Centre that he is registered with as an Associate Player (and in which he received his training/coaching services) then, if that player elects to move to another Union, Rugby Body or Club as a Contract Player within 12 months from the date of the offer made through the Licensed Training Centre with which he is registered as an Associate Player the Union, Rugby Body or Club that funded/operated the Licensed Training Centre shall be entitled to claim compensation for that Associate Player's training and development.</p> <p>Calculation of the amount of compensation:</p> <p>Art. 12 The amount of compensation, if any, payable pursuant to paragraphs 9, 10 or 11 above shall be agreed between the relevant parties. If no agreement can be reached between the relevant parties within 28 days from</p>

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			<p>the request for compensation, the relevant Union, Rugby Body or Club having jurisdiction over and/or responsible for the funding of the Licensed Training Centre(s) should refer the matter to the body designated by the Union or IRB (as the case may be) who shall set the appropriate level of compensation, if any, for that player's training and development.</p> <p>Art.13 If a dispute over the payment of compensation for the registration of an Associate Player arises and such dispute is between Licensed Training Centres or Rugby Bodies or Clubs within the Jurisdiction of one Union, then the dispute should be dealt with by that Union having Jurisdiction over those Licensed Training Centre(s), Rugby Bodies or Clubs. If the dispute concerns Licensed Training Centres or Rugby Bodies or Clubs in different Unions then the matter shall be adjudicated on by the CEO or his designee(s). The CEO or his designee(s) shall be entitled to regulate its own procedures provided the parties are allowed to make representations and have a reasonable opportunity to present their case. For the avoidance of any doubt, any dispute over the payment of compensation for the training and development of an Associate Player shall not prevent that player from moving, subject to paragraph 9 above, and/or where that player is in breach of the Associate Player regulations.</p> <p>Art. 14 In determining the amount of compensation, if any, in respect of an Associate Player's training and development the following factors shall be taken into account:</p> <p>(a) Actual training costs in relation to the player incurred by the relevant Union, Rugby Body or Club operating the Licensed Training Centre during the period of the player's registration with the Licensed Training Centre. Training costs shall include, but not be limited to:</p> <ul style="list-style-type: none"> (i) proportionate salary or compensation paid to coaches; (ii) board and lodging; (iii) proportionate costs of training infrastructure (for example, hire of facilities, equipment); <p>(b) Medical costs expended on the player;</p>

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			<p>(c) Non-rugby related expenditure in respect of a player provided by the Licensed Training Centre (for example, schooling and academic expenses);</p> <p>(d) Other general costs that can be attributed, either in full or in part, to the player's rugby education, training and development.</p> <p>(e) National Representative Team appearances of the player (at all age levels);</p> <p>(f) Age of the player; and</p> <p>(g) Length of time the player trained in the Licensed Training Centre.</p>
SKYING <i>Nikolaus Stelzig</i>	No relevant rules	No relevant rules	
SWIMMING (including Waterpolo, Open Water Swimming, Diving and Synchronised Swimming) <i>Tim de Klerck</i>	FINA REGULATIONS NO OFFICIAL STATUS “any swimmer who is a member to a national federation would automatically qualify as a competitor and be therefore eligible to compete in games.”	NO TRAINING COMPENSATION	
VOLLEYBALL <i>Nikolaus Stelzig</i>	NO specific rules In Austria: Contract players and Amateur players. Contract Players are players, which have signed a contract with a club, and are obliged to play for the club and get remuneration	NO TRAINING COMPENSATION At international level In Austria , “a compensation is a equivalent for former performances and training costs of the former club. The new club has to pay those costs, which the new club did not have to spend for education and training costs”.	
WINTERSPORT (Alpine Skiing, Ski Jumping, Nordic-Combined, Cross-country, Freestyle skiing and Snowboard) <i>Nikolaus Stelzig</i>	Art 204.1.2 of the International Ski Competition rules ICR 2008 the athlete is not allowed to accept directly or indirectly any money to participate in a competition.	NO training compensation	