

Translation from Bulgarian

# **BULGARIAN FOOTBALL UNION**

## **REGULATIONS ON THE CONTRACTS AND TRANSFER OF PLAYERS**

**Sofia, December 2022**

## DEFINITIONS

For the purposes of these Regulations, the terms listed below are defined as follows:

<b>1.</b>	<b><i>FIFA:</i></b>	Fédération Internationale de Football Association
<b>2.</b>	<b><i>UEFA:</i></b>	Union of European Football Associations
<b>3.</b>	<b><i>BFU:</i></b>	Bulgarian Football Union
<b>4.</b>	<b><i>BPFL:</i></b>	Bulgarian Professional Football League
<b>5.</b>	<b><i>AFL:</i></b>	Amateur Football League
<b>6.</b>	<b><i>ITC:</i></b>	International Transfer Certificate
<b>7.</b>	<b><i>CABFU:</i></b>	Court of Arbitration at the Bulgarian Football Union
<b>8.</b>	<b><i>New Club:</i></b>	The club that the player is joining
<b>9.</b>	<b><i>Official matches:</i></b>	Matches played within the framework of organized football, such as BFU, BPFL, AFL championships, the national cup championship, Super Cup and international championships for clubs, but not including friendly and trial matches, as well as matches of parallel football teams .
<b>10.</b>	<b><i>Organised football:</i></b>	Football organized within the BFU, organized under the auspices of BFU, UEFA and FIFA, or authorized by them.
<b>11.</b>	<b><i>Registration period:</i></b>	A period fixed by BFU in accordance with the provisions of these Regulations.
<b>12.</b>	<b><i>Season:</i></b>	The period starting with the first official match of the respective national championship of BFU, BPFL or AFL, and ending with the last official match of that national championship.
<b>13.</b>	<b><i>Half-season:</i></b>	The period between two consecutive registration periods.
<b>14.</b>	<b><i>Training compensation:</i></b>	The payments made in accordance with these Regulations to cover the development of young players.
<b>15.</b>	<b><i>Minor:</i></b>	A player who has not yet reached the age of 18.
<b>16.</b>	<b><i>Academy:</i></b>	An organization or an independent legal entity whose primary long-term objective is to provide players with long-term training through the provision of the necessary training facilities and infrastructure. This shall primarily include, but not

		be limited to football training centres, football camps, football schools, etc.
<b>17.</b>	<b><i>Bridge Transfer:</i></b>	Any two consecutive transfers, national or international, of the same player connected to each other and comprising a registration of that player with the middle club to circumvent the application of the relevant regulations or laws and/or defraud another person or entity.

**NB:** Terms referring to natural persons are applicable to both genders, unless the provision specifically specifies the natural person's sex. Any term in the singular applies to the plural and vice-versa.

## **PART 1**

### **CHAPTER 1. GENERAL PROVISIONS.**

#### **Scope. Definitions.**

**Art. 1.** (1) These Regulations lay down the binding rules concerning the procedures for signing, amending and terminating the contracts with professional players, as well as for the transfer of players participating in BFU organized football.

(2) A professional footballer is a player who has a written contract with a club and for whom playing football is his/her main occupation.

### **CHAPTER II. PROFESSIONAL FOOTBALLER.**

#### **Section I. General provisions**

#### **Definition.**

**Art. 2.** A player acquires the status of a professional upon signing a contract with a football club, as stipulated in Art. 1, para. 2.

#### **Trials. General provisions regarding international trials.**

**Art. 2a.** *(new Art. 2a - Decision of the EC of the BFU, dated 06.12.2022)* (1) A club may invite a player to trial with it for a defined period of time. A professional may only trial with another club with the express written permission of their current club.

(2) The inviting club and the invited player must have agreement on the conditions of the trial period (e.g. payment for accommodation, travel, meals, daily expenses, etc.) on the FIFA Trial Form before the trial commences. A complete and duly signed FIFA Trial Form must be lodged in FIFA TMS by the club at the latest ten days before the trial commences.

(3) During a trial, the club owes a duty of care to the triallist. In particular, the club shall provide the triallist with, and cover the cost of, any necessary medical treatment for injuries sustained while performing activities within the trial.

(4) The maximum length of trial for an under-21 football player is eight weeks, consecutive or non-consecutive, per club during the season.

(5) The maximum duration of a trial period for a football player over the age of 21 is three weeks, consecutive or non-consecutive, per club during the season.

(6) A trial football player is only allowed to participate in friendly matches and other activities that do not fall within the scope of organized football.

(7) Any person subject to the FIFA Statutes shall not request, offer and/or receive any payment related to the trial period. This prohibition does not apply to the agreement between the club and the player in a trial period, regarding the conditions during the trial period, according to para. 2.

(8) Clubs having a player on trial are not entitled to receive training rewards for the period during which a player was on trial with that club.

## **Section II. Contract of a professional footballer.**

### **Form and content of the contract.**

**Art.3.** (1) The contract between a player and a football club shall be executed in writing, and shall contain:

1. The date of signing the contract and its Start date;
2. The term of validity of the contract;
3. The amount of the remuneration due and payable to the player, and due dates;
4. Rights and obligations of the club and of the player;
5. Insurance, health and medical insurance, and social security of the player;
6. Terms and procedures for terminating the contract, including in the event of transfer;
7. Compensation payable by the breaching party;
8. Arbitration clause, pursuant to which any disputes between the parties shall be within the jurisdiction of the CABFU, unless otherwise provided by the applicable law;

9. The full name of the agent of players representing the professional player or the club.

(2) The contract may also contain a clause pursuant to which disputes between the parties concerning its implementation may be resolved through mediation in accordance with the Mediation Act, or another method for amicable settlement by signing a written agreement.

(3) The contract shall be drawn up and signed in three identical counterparts – one for the club, another for the player, and the other – for BFU. The player shall personally write his/her names, as they appear in his/her ID, and put his signature on each counterpart of the contract. The three counterparts of the contract shall be submitted to the Sports-Technical Department of BFU. It is not required that the contract should be certified by a notary.

(4) An additional agreement may be signed, as an integral part of the contract, for a renewal/extension of the term of validity of the contract or for changes to the financial terms. Any additional agreement shall be signed by the player as provided in para.3.

(5) The additional agreement for the extension of the term of the contract shall be submitted to the Sports-Technical Department of BFU within 7 days of its signing.

(6) No clauses for reviewing the abilities and qualities of the player to practice the profession of a “footballer” shall be included in the contract with a professional player.

(7) The Executive Committee of BFU shall adopt a sample contract for employing a professional player, which sets out the minimum requirements regarding its contents.

#### **Term of Validity.**

**Art. 4.** (1) A contract is signed for a fixed term of validity.

(2) The minimum term of validity is from the Start date to the end of the half-season.

(3) The maximum term of validity of a contract shall not exceed three years.

#### **Start date. Entry into Force of the Contract.**

**Art. 5.** (1) The contract between a player and a club shall enter into force as of the date specified in the contract.

(2) (*amended by Resolution No.2 of the Bureau of the Executive Committee of 10<sup>th</sup> January 2020*). The entry into force of a contract or its validity shall not be conditional on the results from a medical check-up or

the issuance of Single residence and work permit for the Republic of Bulgaria.

### **Rights and Obligations of the Professional Player.**

**Art. 6.** (1) A professional player, on the basis of a contract, shall train and participate in matches only in favor of the club.

(2) A professional player, during the term of validity of the contract, shall not:

a) perform activities in the club of a nature that is beyond the scope of para.1;

b) be a member of the football club, elect or be elected to management positions in the football club;

c) participate in betting or similar activities on results in championships and tournaments organized by BFU or BPFL, or international events and competitions in which the club takes part.

(3) A professional player has the right to be a member of the Bulgarian Professional Footballers' Association.

### **Restriction on signing more than one contract.**

**Art. 7.** (1) A player shall not have valid contracts under Art.1, para.2 with more than one football club, except in the cases of loans of players.

(2) A player who has violated the restriction under para.1 shall be imposed a disciplinary sanction – ban from competing for a period equal to the term of validity of either contract (whichever happens to be longer).

(3) A sanction shall be imposed pursuant to a resolution of the Disciplinary Committee. Until the Disciplinary Committee makes a decision, the player is banned from all football-related activity.

(4) The decision of the DC may be appealed before the Appeals Commission within the time period and under the terms and conditions set out in the Disciplinary Regulations.

### **Rights to sign a contract.**

**Art. 8.** (1) A professional player may sign a contract with another club only in the event that his/her contract with the former club has been terminated or has expired.

(2) A professional player with a valid contract may commence negotiations for signing a contract with a football club, different from the one the player has a valid contract with, only six months or less before the expiry of the valid contract.

(3) A football club wishing to contact a professional player with a valid contract with another football club shall not commence negotiations with the said player until it receives a written permission from the current club of the player, unless there are six months or less until the expiry of the player's valid contract.

(4) Any violation of the provisions of para.3 shall result in a disciplinary sanction for the breaching football club – a ban on registering new players for the first upcoming registration period.

(5) A disciplinary sanction under para.4 shall be imposed pursuant to a decision of the Disciplinary Committee (DC). The decision of the DC may be appealed before the Appeals Commission within the time period and under the terms and conditions set out in the Disciplinary Regulations.

**Provisions relating to female professional football players.**

**(new Art. 8a - Decision of the EC of the BFU dated 06.12.2022)**

**Art. 8a.** (1) The validity of a contract may not be made subject to a player being or becoming pregnant during its term, being on maternity leave, or to use statutory maternity rights.

(2) If a club unilaterally terminates a contract on the grounds of a player being or becoming pregnant, being on maternity leave, or utilising statutory maternity rights, the club will be deemed to have terminated the contract without just cause.

(3) It is assumed, until proven otherwise, that the unilateral termination of a contract by a club during pregnancy or on authorized maternity leave is due to the pregnancy of a female professional football player.

(4) When the contract of a professional female football player is prematurely terminated without reason, the club owes compensation for the time during which the female football player was unemployed, but for no more than the remainder of the term of the prematurely terminated contract.

(5) When a collective bargaining agreement in professional football regulates better conditions for compensation, its provisions shall apply.

(6) For a club found to have unilaterally terminated a contract on the grounds that a professional female football player is or has become pregnant; uses maternity leave or other statutory rights related to maternity, a sports sanction is imposed " prohibition on registering new female football players", both from Bulgaria and abroad, for two complete and consecutive transfer periods. For the period of the imposed sports sanction, the club cannot use the exception and temporary measures under Art. 15.

(7) The sports sanction under para. 6 can be applied cumulatively with a property sanction of the club.

(8) When a female professional football player becomes pregnant, she has the right, during the term of her contract:

1. to continue to provide sporting services to her club (ie playing and training), only after confirmation by her attending physician or an independent medical professional (selected by consensus between her and the club) that it is safe to do so. In these cases, the club must respect the decision and adopt a plan to continue her participation in a safe manner, prioritizing her health and that of the unborn child;

2. to provide alternative services to her club if her attending physician determines that it is not safe for her to continue to provide sports services, or if she chooses not to exercise her right to continue to provide sports services. In these cases, the club is obliged to accept the decision and work with the female professional football player by adopting a plan for her alternative employment. The player is entitled to receive her full salary until she takes maternity leave;

3. to independently determine the date of commencement of maternity leave, according to the current legislation in the Republic of Bulgaria. A club that pressures or forces a female professional football player to take maternity leave at a specified time is subject to sanctions by the BFU Disciplinary Regulations.

(9) The female professional football player is allowed to return to football activity after the completion of her maternity leave, only after confirmation by her attending physician or an independent medical professional (selected by consensus between the player and her club) that it is safe for her to do so. In this case, if there are no legal obstacles to it, her club is obliged to respect her decision, reinstate her in football activity and provide adequate ongoing medical care. A female professional football player is entitled to receive her full remuneration upon her return to football activity.

(10) A female professional football player should be given the opportunity to feed a baby while providing sporting services to her club. The club must provide suitable premises in accordance with national legislation or with a collective labor agreement if it regulates better conditions.

### **Part III. Contract with a club's own junior player**

#### **Right to sign a contract with a club's junior player**

**Art. 9.** (1) A football club in which a player has turned 18 and at that time is registered with the club, has the right to be the first to offer the said

player a professional player's contract (contract with a club's own junior player).

(2) The player shall reply in writing within 14 days of receiving the offer from the football club.

(3) When the footballer under para.1 is taking part in an already commenced national championship and a contract is signed with him/her, the contract may enter into force as of the day following the day on which the last match in the championship is played. In this case, the player has the rights of an amateur player until the end of the championship.

(4) If the offer is not accepted, the footballer is a free player and the provisions of Art.11, para.3 shall apply to him/her.

### **Right to sign a contract with a minor over the age of 16.**

**Art. 10.** (1) The football club with which a player who has turned 16 is registered has the right to be the first club to offer the player a professional contract (contract with a minor).

(2) The contract shall be signed in compliance with the provisions of Ordinance No.6 of 24<sup>th</sup> July 2006 on the terms and procedures for issuing a work permit to minors (the Official Gazette, No.64 of 2006) and these Regulations.

(3) Within 7 days of signing the contract, the following shall be submitted to the Sports-Technical department of BFU:

1. a professional player's contract signed by the player and his/her parents (custodians);

2. a medical certificate for fitness to work, issued by a general practitioner;

3. a medical conclusion issued by the occupational health service;

4. a work permit issued by the regional Labor Inspectorate.

(4) When the footballer under para.1 is taking part in an already commenced national championship and a contract is signed with him/her, the contract may enter into force as of the day following the day on which the last match in the championship is played. In this case, the player has the rights of an amateur player until the end of the championship.

**PART TWO**  
**TRANSFER OF PLAYERS CHAPTER**  
**I. GENERAL PROVISIONS**

**Transfer Rights.**

**Art. 11.** (1) Transfer rights constitute a set of rights to negotiate a change in the club registration of a professional player and the right to receive a transfer fee.

(2) The football club with which the professional player has a valid, effective contract holds the transfer rights.

(3) A professional player who does not have a valid contract with a football club (a free player) may independently, through a football agent or a third party, registered with BFU, negotiate a contract with a football club.

**Prohibition of third party influence and ownership.**

**Art. 12.** (1) No football club shall enter into a contract which enables the counter club or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams.

(2) *(new para. 2 - Decision of the EC of the BFU, dated 06.12.2022)* No club or player may enter into an agreement with a third party whereby the third party is entitled to participate, in whole or in part, in compensation payable in connection with a future transfer of a player from one club to another or to transfer to her any or rights in connection with a future transfer or compensation for a transfer.

(3) Violations of para. 1 and para. 2 shall be punished in accordance with the terms and conditions of the Disciplinary Regulations.

**Transfer periods (Transfer windows).**

**Art. 13.** (1) *(amended, Minutes of Meeting No.2/05.07.2016)* The following transfer periods (transfer windows) are determined within a calendar year:

1. Summer (mid-season) transfer window – not longer than twelve weeks;

2. Winter (pre-season) transfer window – not longer than four weeks.

(2) *(amended, Minutes of Meeting No.2/05.07.2016)* The beginning and the end of the transfer windows (periods) under para.1 shall be announced annually in the Calendar of the sports and competition year, and shall also be posted on the website of BFU.

(3) The transfer windows under para.1 shall not apply to competitions in which only amateur players take part.

(4) The transfer windows shall be registered by BFU in the international TMS (transfer matching system).

### **Registration Periods.**

**Art. 14.** A professional player may be registered only during the transfer window stipulated in Art. 13.

### **Registration outside the transfer period.**

**Art. 15.** (1) As an exception to the provisions of Art.14, a professional player whose contract has expired or has been terminated by mutual consent by the end of the transfer window may registered outside the transfer window.

(2) The administering body shall apply para.1 in accordance with the principle of guarantying the fairness of the championship.

### **Exceptions for female football players.**

*(new Art. 15a - Decision of the EC of the BFU dated 06.12.2022)*

**Art. 15a. (1)** As an exception to the rule of Article 14, a female football player may be registered outside the transfer period to temporarily replace a female football player who has taken maternity leave.

(2) The term of the substitute female player's contract is from the date of registration to the date of completion of the half-season.

### **Registration in the event of a contract terminated or expired outside the transfer period.**

**Art. 16.** When a professional player's contract has been terminated or has expired outside the transfer period, the concerned player may be registered in the first transfer period following the termination of the contract.

(2) *(new para. 2 - Decision of the EC of the BFU dated 06.12.2022)*  
As a temporary exception from para. 1, a professional whose contract has expired or terminated as a result of COVID-19 is eligible to be registered by an association outside the registration period, regardless of the date of expiration or termination.

(3) *(new para. 3 - Decision of the EC of the BFU dated 14.01.2021)*

If a player's contract has been expired or terminated as a result of COVID-19, it will only be accepted when either party terminates the contract unilaterally on grounds that are directly related to the COVID-19 pandemic.

(4) *(new para. 4 - Decision of the EC of the BFU dated 14.01.2021)*

The termination of a contract as a result of COVID-19 is ascertained by a decision of the Sports technical committee within 7 days from the date of receipt of the notice of termination of the contract with attached written evidence.

### **Registration body.**

**Art. 17.** (1) The registration of a professional player is performed by the SportsTechnical Department of BFU (STD).

(2) The registration shall be done on the basis of:

1. an offer from a football club with which the professional footballer has signed a contract;
2. a contract with the football club which has made the offer;
3. an application from the professional player;
4. *(amended pursuant to Resolution No.2 of the Bureau of the ExCo of 10<sup>th</sup> January 2020)* Single work and residence permit for the Republic of Bulgaria – for a player who is not a citizen of an EU member-state, of a country that is party to the Agreement on the European economic area, or the Swiss Confederation;
5. paid transfer fee, as determined by BFU;
6. other documents required by the STD of BFU.

(3) The registration is valid until the end of the season. The football club is responsible for the needed work and residence permits and documents of players without Bulgarian citizenship.

## **CHAPTER II. TRANSFER AND LOAN CONTRACTS**

### **Part I. Transfer contract for a professional player.**

#### **Definition.**

**Art. 18.** (1) Pursuant to a transfer contract, a player's registration from one association football club to another.

(2) The transfer fee shall be negotiated without restrictions between the parties.

(3) A transfer contract, within BFU, shall be executed in writing and signed before a notary, with a notarial certification of the signatures, and shall be filed in the Transfer register of BFU.

(4) The transfer of a player's registration shall be performed with the prior written consent of the professional player.

#### **Bridge transfer.**

**Art. 18a.** (1) No club or player shall be involved in a bridge transfer.

(2) It shall be presumed, unless established to the contrary, that if two consecutive transfers, national or international, of the same player occur within a period of 16 weeks, the parties (clubs and player) involved in those two transfers have participated in a bridge transfer.

(3) The BFU Disciplinary Committee, in accordance with the BFU's Disciplinary Regulations, will impose sanctions on any party subject to the involved in a bridge transfer on a national level.

### **Transfer List.**

**Art. 19.** (1) The transfer list is a written list announcing the change in the club registration of professional players, registered with BFU.

(2) The transfer list is kept by and stored in the Sports-Technical Department of BFU.

(3) The transfer list includes:

1. Professional players who have changed their club registration;
2. Professional players with terminated contracts in accordance with Art.35, para.1 of these Regulations;

(4)The transfer list contains a section in which players whose contracts will expire in the next six months, or players with whom BFU wishes to part in the next transfer period at a certain transfer fee, are listed. The names of the players are listed pursuant to a written proposal of the football club to the Sports-Technical Department of BFU.

(5) The data from the Transfer list under para.4 may be posted on the official website of BFU pursuant to a written proposal of the football club to the SportsTechnical Department of BFU.

## **Part II. Contract for loan of a professional player.**

### **Definition.**

**Art. 20.** (1) Pursuant to a contract for loan of a professional player, the registration of a player is temporarily transferred from the club with which the player has a valid contract to another club.

(2) The price for the loan of a player is subject to the independent negotiations between the parties.

(3) A loan contract, within BFU, shall be executed in writing and signed before a notary, with a notarial certification of the signatures, and shall be filed in the Register of loaned players of BFU.

(4) The loan of a player shall be effected with the prior written consent of the professional player.

(5) Types of loans of professional players:

1. Unremunerated loan – when the club loaning the player does not pay the remuneration payable to the player under the main employment contract, for the period of the loan. In this case, the following rules shall apply:

a) for the period of the loan, the player is on unpaid leave from the loaning club;

b) the accepting club signs a contract for employing a player with the player (using a sample form), and pays all remunerations, health insurance, social security, accommodation and travel expense, as well as other costs, for the period of the loan;

c) the accepting club submits to the decision-making body: a certified by a notary transfer contract, signed also by the footballer; a contract for employing a player under cl.6.b, and a letter of certification issued by NRA, certifying that the contract has been duly filed;

2. Remunerated loan – when the loaning club pays all its financial liabilities to the player for the period of the loan. In this case, the following rules shall apply:

a) for the period of the loan, the player is seconded to the accepting FC;

b) the loaning club issues a certificate (following a sample form) stating that the club shall pay all the amounts due and payable to the player under his main employment contract – salaries, insurances, social security, etc.;

c) the accepting FC may cover expenses, such as accommodation and travel costs, bonuses, etc., as agreed in the loan contract;

(6) When the loan is effected in the order provided in para.5.1, for transfer, the Training compensation for the period of the loan is in favour of the accepting FC.

#### **Term of the loan contract.**

**Art. 21.** (1) A player shall be loaned for a fixed period of time;

(2) In any case, the loan period shall not exceed the remaining period of the player's contract with the loaning club.

(3) *(new para. 3 - Decision of the ExCo of the BFU, dated 06.12.2022)*  
During the transfer period, the contractual obligations between the professional and the transferring club are suspended, unless otherwise agreed in writing (Article 20, paragraph 5).

(4) *(new para. 4 - Decision of the ExCo of the BFU, dated 06.12.2022)*  
The minimum term of a transferring contract is the period between two transfer periods..

(5) *(new para. 5 - Decision of the EC of the BFU, dated 06.12.2022)*  
The maximum term of a transferring contract is one year. The end date of the contract should fall within one of the transferring club's association transfer periods. Any clause referring to a longer term of the transferring is null and void.

(6) *(new para. 6 - Decision of the ExCo of the BFU, dated 06.12.2022)*  
The transfer agreement can be extended, subject to compliance with the provisions established in para. 4 and 5, minimum and maximum term, with the written consent of the professional.

## **Restrictions to loans of players.**

**Art. 22.** (1) A football club may loan a maximum of three players to another football club from the same group during the respective season.

(2) cancelled - *Decision of the ExCo of the BFU, dated 06.12.2022.*

(3) A football club which has accepted a player under a loan contract shall not subloan the player without the explicit written consent of the club which has loaned the player, and of the player.

(4) A player may be loaned only during the determined transfer periods.

(5) *(new para. 5 - Decision of the ExCo of the BFU, dated 06.12.2022)*

The following restrictions apply from 1 July 2024:

a) a club can have a maximum of six professionals on loan at any time of the season;

b) a club can have a maximum of six professionals employed at any time of the season.

(6) *(new para. 6 - Decision of the ExCo of the BFU, dated 06.12.2022)*

The rules under para. 5 do not apply when the transfer takes place before the end of the season of the transferring club in which the professional reaches the age of 21, and he/she was trained there.

(7) *(new para. 7 - Decision of the ExCo of the BFU, dated 06.12.2022)*

From July 1, 2024 the following rules apply, regardless of the age or status of the club-trained player:

a) a club may have a maximum of three professionals transferred to another club at any time during the season;

b) a club may have a maximum of three professionals accepted as transfers from another club at any time during the season.

(8) *(new para. 8 - Decision of the ExCo of the BFU, dated 06.12.2022)*

Until the entry into force of the rules under para. 5, the following transition periods apply:

a) from July 1, 2022 up to June 30, 2023: a maximum of eight professionals for each restriction under para. 5 - "a" and "b";

b) from July 1, 2023 up to June 30, 2024: a maximum of seven professionals for each restriction under para. 5 - "a" and "b".

## **Rights of the loaned player**

**Art. 23.** (1) A player is entitled and obliged to take part in the training and matches of the football club he has been loaned to, for the period of the contract.

(2) The loaned player shall not be registered, for the period of the loan, with the football club which has loaned him.

(3) *(amended, Resolution No.2 of the Bureau of the ExCo of 10.01.2020)* Following the expiry of the period of the loan, the loaned player re-acquires his rights in the football club which has loaned him, but not earlier than the beginning of the first transfer period that follows.

## **CHAPTER III. COMPENSATIONS.**

### **Part I. Training compensation.**

#### **Training compensation when a player signs his first professional contract.**

##### **Definition**

**Art. 24.** (1) Training compensation is the amount of money paid to compensate for the costs incurred in connection with a player's training and development as a footballer from the player's attaining the age of 12 to his attaining the age of 23.

##### **Amount of the compensation when the player signs his first professional contract**

**Art. 25.** (1) The basic amount of the Training compensation for football clubs in the system of BFU, upon the player's signing his first professional contract, is 75 000 BGN, with VAT included.

(2) When the footballer has played in at least 50% of the matches of the national team of the Republic of Bulgaria in the last season, upon his signing his first professional contract, the amount of the Training compensation is 100 000 BGN, with VAT included.

(3) (*new – Minutes of meeting No.2/05.07.2016*) A FC from the First or Second professional league shall sign the first professional contract with a player by the end of the first transfer period following the date of the player's 18<sup>th</sup> birthday. If a FC fails to sign a contract within the specified time frame, the respective FC may place claims against a Bulgarian FC for a training compensation of 10 000 BGN, with VAT included.

(4) (*former para.3 – Minutes of Meeting No.2/05.07.2016*) The amount of the training compensation, when the player, appearing in championships and tournaments of BFU, is transferred as a professional player to a foreign football club, shall be determined in accordance with the regulations of FIFA.

##### **Distribution of the Training compensation upon a player's signing his first professional contract**

**Art. 26.** (1) The Training compensation upon signing the first professional contract is distributed by years as follows:

1. for the season of those who have reached the age of 12 - 5 %;
2. for the season of those who have reached the age of 13 - 7 %;
3. for the season of those who have reached the age of 14 - 8 %;
4. for the season of those who have reached the age of 15 - 15 %;
5. for the season of those who have reached the age of 16 - 15 %;
6. for the season of those who have reached the age of 17 - 15 %;
7. for the season of those who have reached the age of 18 - 15 %;
8. for the season of those who have reached the age of 19 - 10 %;

- 9. for the season of those who have reached the age 20 - 5 %;
- 10. for the season of those who have reached the age 21 - 5 %.

(2) (new para. 2 - Decision of the ExCo of the BFU, dated 06.12.2022)

After the age of 21, no Training compensation is due.

### **Payment of Training compensation upon signing the first professional contract**

**Art. 27.** (1) (amended Decision of the ExCo of the BFU, dated 06.12.2022) Training compensation is due to all football clubs where the player trained from the calendar year in which he turned 12 until the end of the calendar year in which he turned 21. Compensation is due by the end of the calendar year in which the player turns 23. To the training compensation is added the amount spent by the FC for the term of the "Sports training and development" contract with the footballer, when such a contract was concluded and executed.

(2) The football club which signs the first professional contract with a player shall:

1. identify the clubs in which the player trained and developed, as per the BFU register. The player shall provide assistance for the purpose of identifying the respective clubs;

2. calculate the amount payable to each club under sub-para.1 as Training compensation;

3. pay the full amount of the Training compensation within 30 days of the date on which the professional player is registered;

(3) The football club which signs the first contract shall submit to the Sports Technical Department of BFU evidence from each football club under para.2 of paid Training compensation.

(4) Such evidence, as provided under para.3, may be:

1. An official letter of certification, following the sample form of the football club where the player trained and developed, certifying the receipt of the full amount of the training compensation due;

2. Payment documents evidencing the payment of the training compensation due;

3. A contract with the football club where the player trained and developed, regulating the payment of the training compensation.

(5) In the event of a partial or complete waiver of training compensation on the part of the respective amateur club involved in the training and development of the player who has signed his first professional contract, the justified decision for a waiver, adopted with a majority of over half of the members of the collective governing body of the club, shall be submitted in a written form to the Sports-Technical Department.

### **Training compensation for a professional player in the event of a subsequent transfer.**

**Art. 28.** (1) When a professional player signs a subsequent contract with another football club, Training compensation is due and payable only to his former club, for the period during which the player actively trained and developed there.

(2) In accordance with para.1, Training compensation is not due and payable in the following cases:

1. In the event of termination of the contract by the professional player with a just cause;

2. In the event that the license for participating in professional football of the club has been denied or revoked;

3. When the contract has been terminated by mutual consent.

(3) When a remunerated transfer contract has been signed regarding the player, it is assumed that the payable training compensation is included in the transfer price, unless otherwise provided.

### **Amount of the Training compensation.**

**Art. 29** (1) The amount of the Training compensation is determined in accordance with the table in Art. 26. The amount of the Training compensation, as calculated on the basis of the table, is unconditional and payable in accordance with Art. 27, para.2.

(2) Disputes concerning the Training compensation, outside that determined in Art. 26, shall be resolved in accordance with Part II of this Chapter. The concerned football club shall support its claim by all admissible means of proof.

*(3) cancelled - Decision of the ExCo of the BFU, dated 06.12.2022.*

(4) In the event of reacquisition of an amateur status, no training compensation is due and payable. When an amateur player signs a professional contract again within 30 months of his reacquisition of amateur status, his new club shall owe training compensation in accordance with Art. 26 of these Regulations.

### **Undetermined Training compensation**

**Art. 30.** (1) In the event that the membership of the football club in BFU has been terminated, as per Art. 27 – 29 of the Statutes of BFU, the part of the training compensation due and payable to that club shall be deposited into the account of BFU and shall be used for the development of junior football.

(2) By decision of the management of BFU, the amount of the training compensation may be given to the municipal council on the territory of which the football club under para.1 was domiciled, on condition that the

amount shall be used for the development of junior football or for the building of football infrastructure.

## **PART II. Disputes regarding the amount of the Training compensation.**

### **Jurisdiction**

**Art. 31.** Disputes regarding the amount of or the grounds for the Training compensation between football clubs, or between them and BFU, shall be within the jurisdiction of CABFU. The decision of the Court shall be final and binding to the parties.

### **Term of validity**

**Art. 32.** The concerned party may refer the dispute to CABFU within five years of the date on which the grounds for the dispute arise.

### **Rights and obligations for implementing the contract of a professional player, or of a football club**

**Art. 33.** Disputes regarding the grounds for and the amount of the training compensation, for due compensation for the termination of a contract ahead of schedule, or other outstanding financial liabilities between football clubs or players, shall not delay or obstruct the development of the sports career and participation of the professional player in organized football; the player has the right to play in matches for his new club and to receive the agreed remuneration.

**Art. 33.a.** (*new – Minutes of Meeting No.2/20.06.2017*) (1) Football clubs shall pay the remuneration due and payable to the professional player within the agreed timeframe, as well as their financial liabilities resulting from transfer contracts signed by them.

(2) A football club which has delayed, without any sound reason, a payment due under para.1 for more than 30 days, shall be imposed a disciplinary sanction in accordance with the Disciplinary Regulations.

(3) The concerned party – a creditor (a player or a club) shall, before informing the Disciplinary Committee, notify in writing the debtor-club of the delayed payment under para.2 and grant the debtor a period of at least 10 days for effecting the payment.

## **CHAPTER IV. TERMINATING A CONTRACT**

### **PART I. General rules for terminating a contract with a professional player.**

#### **The principle of contractual stability.**

**Art. 34.** The principle of contractual stability means that an executed contract shall not be terminated unilaterally during the season, unless there are valid reasons for its termination.

#### **Grounds for terminating a contract.**

**Art. 35.** (1) A contract between a professional player and a football club may be terminated:

1. Upon the expiry of the term of the contract; or
2. By mutual agreement.

(2) A valid contract shall legally be terminated as of the date of expiry of the term specified in the contract.

(3) A valid contract may be terminated ahead of schedule by mutual agreement with a written statement for terminating the contract, signed by the professional player and an authorized representative of the football club. The signatures of the parties shall be certified by a notary.

(4) The statement under para.3 shall be submitted to the Sports-Technical Department of BFU within 7 days of its signing, and shall be forwarded to Sports-Technical Department, which shall pass a resolution certifying the termination of the contract and the competition rights of the professional player.

(5) In cases other than the ones stipulated in para.1, the contract shall be terminated in accordance with the provisions of the Labour Code.

### **PART II. Terminating a contract with just cause.**

**Art. 36.** (1) A contract may be terminated by either party without consequences of any kind (sporting sanctions) where there is a just cause.

(2) A breach of the contract by either party or both parties constitutes a just cause, and shall be established separately for each case.

(3) In the case of a club unlawfully failing to pay a player his monthly remuneration on or after the due date, or regularly breaching the contract, the player will be deemed to have a just cause to terminate the contract before its expiry.

(4) In the case of a professional player regularly breaching the training or competition discipline, the anti-doping rules, as well as in the case of engaging in gambling or similar activities /betting/ connected with the participation of the football club in championships and tournaments

organized by BFU and PFL, in international matches, tournaments, etc., the football club shall be deemed to have a just cause to terminate the contract prior to its expiry.

(5) The termination of the contract shall be verified and enforced by resolution of Sports-Technical Department within 7 days of receiving a notification of the termination, with enclosed supporting documents.

### **Consequences of terminating a contract without just cause**

**Art. 37.** (1) In the event that a contract is terminated by one party prior to its expiry without just cause, it shall owe compensation to the other party to the terminated contract.

(2) In the event of disagreement between the parties with regard to the nature of the cause for terminating the contract or the amount of the compensation due, the dispute shall be resolved by the Commission on Contractual Stability.

### **Commission on Contractual Stability. Jurisdiction.**

**Art. 38.** (1) The Commission consists of:

a) three representatives of BPFL and three representatives of ABPF. The members are approved by the Executive Committee of BFU when dealing with cases involving professional football players.

b) three representatives of the Amateur Football League /AFL/ and three representatives of the ABPF - when considering cases related to amateur football players.

(2) The staff of the commission is approved by the Executive committee of the BFU.

(3) The Commission is chaired in turn for six months by a representative of the respective quota, as determined by the Commission. The first chairperson is determined by lot.

(4) The Commission adopts resolutions when at least two representatives from each quota are present. In the event of equal votes, the resolution supported by the chairperson is adopted (the chairperson has the casting vote).

(5) The Commission rules on disputes on the nature of the cause for termination of a contract prior to its expiry, and on the amount of the compensation for breached contractual stability. The amount of the compensation shall be determined by the Commission equitable.

(6) Claims to the Commission, together with the supporting documents shall be filed by the concerned party to the dispute: a professional player or a football club, within 30 days of the termination of the contract prior to its expiry.

(7) The decision (ruling) of the Commission may be appealed before CABFU within 14 days of the notification of the said ruling. The decision of CABFU shall be final and binding to the parties.

### **Consequences of terminating a contract without just cause**

**Art. 39.** (1) It is assumed that unless otherwise established a football club, which has signed a contract with a professional player, and has terminated the contract without just cause, is the reason for the footballer's breaching the contract. A sporting sanction is imposed on the club – a ban on registering new players for one transfer period.

(2) A sporting sanction is imposed pursuant to a resolution of the Disciplinary Commission of BFU.

(3) The resolution of the Disciplinary Commission of BFU may be appealed before the Appeals Commission within the terms and in accordance with the provisions of the Disciplinary Regulations.

## **CHAPTER V. INTERNATIONAL TRANSFER OF MINORS**

### **Transfer of minors is prohibited.**

**Art. 40.** The transfer of players between two national associations is only permitted if the player is over the age of 18.

### **Exceptions.**

**Art. 41.** (1) A player who has not attained 18 years of age may be registered with another national association in the event of the following exceptions to the rule in Art. 40:

1. The football player's parents move to the country in which the new club is located for reasons not linked to football;

2. The transfer takes place within the territory of the European Union (EU) or European Economic Area (EEA) and the player is aged between 16 and 18. In this case, the new club must fulfill the following minimum obligations:

a) It shall provide the player with an adequate football education and/or training in line with the highest national standards;

b) It shall guarantee the player an academic and/or school and/or vocational education and/or training, in addition to his football education and/or training, which will allow the player to pursue a career other than football, should he cease playing professional football.

c) It shall make all necessary arrangements to ensure that the player is looked after in the best possible way (optimum living standards with a host family or in club accommodation, appointment of a mentor at the club, etc.).

3. It shall, on registration of such player, provide BFU with proof that it is complying with the obligations under para. 2.

4. The player lives no further than 50 km from the Bulgarian border and the club with which the player wishes to be registered in the neighbouring association is also 50km of that border. The maximum distance between the player's domicile and the club's headquarters shall be 100km. In such cases, the player must continue to live at home and BFU and the other association must give their explicit consent.

5. *(new item 6 - Decision of the ExCo of the BFU, dated 06.12.2022)*  
The player has at least temporary permission to reside in the country of arrival and/or is recognized by the competent state authorities as vulnerable and in need of state protection in the country of arrival, having left his/her country of origin (or former country of residence) for humanitarian reasons, without his parents, due to any of the following circumstances:

a) their life or freedom is threatened because of race, religion, nationality, belonging to a particular social group or political views; or

b) any other circumstances in which their survival is seriously threatened.

6. *(new item 6 - Decision of the ExCo of the BFU, dated 06.12.2022)*  
If the the minor has been officially recognised as a refugee or a protected person, he/she can be registered in a professional club or a purely amateur club. There are no restrictions on the subsequent national transfer of a minor person before the age of 18.

7. *(new item 7 - Decision of the ExCo of the BFU, dated 06.12.2022)*  
If the minor has been officially recognized as an asylum seeker or is recognized by the competent state authorities as vulnerable in accordance with point 5 above, he/she can only be registered in a purely amateur club. They can be subject to a subsequent national transfer but are not allowed to register with a professional club until they reach 18 years of age.

8. *(new item 8 - Decision of the ExCo of the BFU, dated 06.12.2022)*  
The player is a student and is moving without his parents to another country temporarily for academic reasons to participate in an exchange program. The duration of the player's registration with the new club until reaching the age of 18 or until the end of the academic or school program cannot exceed one year. The player's new club can only be a purely amateur club without a professional team or without a legal, financial or factual connection to a professional club.

*(new para. 2, 3, 4, 5, 6, 7, 8 и 9 - Decision of the EC of the BFU dated 06.12.2022)*

(2) The provisions of this article shall also apply to any player who has never before been registered with a club, is not a national of the country

in which the association in which he wishes to be registered for the first time is located and has not lived continuously for at least the last five years in the said country.

(3) Where a minor player is at least ten years old, the Players' Status Chamber of the Football Tribunal must approve:

a) their international transfer according to para. 1;  
b) their first registration according to para. 2; or their first registration where the minor player is not a national of the country in which the association in which he wishes to be registered is located and has lived continuously for at least the last five years in that country.

(4) The approval according to paragraph 3 is required before any application for ITC and/or first registration by an association.

(5) Where a minor player is under ten years of age, it is the responsibility of the association intending to register the player, at the request of its associated club, to verify and ensure that the player's circumstances fall beyond any doubt under one of the exceptions provided for in para. 1, 2 and 3. Such verification must be made prior to each registration.

(6) A National Association may apply to the Football Tribunal's Players' Status Chamber for a limited minors exemption (LME).

(7) The LME, if granted, exempts the national association, subject to specific rules and conditions and only for minor amateur players who must be registered in purely amateur clubs, from the application obligations referred to in para. 3.

In such event, prior to any request for ITC and/or first registration, the relevant association is required to verify and ensure that the player's circumstances fall beyond doubt within one of the exceptions provided in para. 1, 2 or 3.

(8) A club that has registered a minor player after a national transfer, international transfer or first registration must:

- has a duty of care to the minor person;
- takes all reasonable measures to protect and safe the minor from any possible abuse; and
- ensure that the minor person is provided with the opportunity to obtain an academic education (according to the highest national standards) enabling him to pursue a career other than football.

(9) Procedures for applications to the Football Tribunal Players' Status Chamber in the matters set out above are contained in the Rules of Procedure Governing the Football Tribunal.

(10) Every international transfer according to para. 1 and every first registration according to para. 2, as well as every first registration of a foreign minor player who has lived continuously for at least the last five years in the country in which he wishes to be registered, is subject to the approval of the subcommittee appointed by the Players' Status Committee for that purpose. The application for approval shall be submitted by the association that wishes to register the player. The former association shall be given the opportunity to submit its position. The subcommittee's approval shall be obtained prior to any request from an association for an international transfer certificate and/or a first registration. Any violations of

this provision will be sanctioned by the Disciplinary Committee in accordance with the FIFA Disciplinary Regulations. In addition to the association that failed to apply to the subcommittee, sanctions may also be imposed on the former association for issuing an International Transfer Certificate without the approval of the subcommittee, as well as on the clubs that reached an agreement for the transfer of a minor.

## **CHAPTER VI. REGISTRATION AND DECLARING MINORS IN ACADEMIES.**

**Art. 42.** A club working with an academy with legal, financial or actual relationships with the club, shall declare before BFU – Children’s and Adolescents’ Football Division – the minor players attending the academy.

**Art. 43.** (1) BFU shall guarantee that any academies without legal, financial or actual relationships with a club:

a) Work with a club participating in the respective national championships; all players shall be declared before BFU or shall be registered with the said club;

b) Shall declare before BFU the minor players attending the academy for the purpose of being trained;

(2) BFU shall keep a register with the names and dates of birth of the minor players declared by the clubs or the academies.

(3) Pursuant to the notifications under Art. 42 or Art. 43, para.1, academies and players shall participate in organized football in accordance with the Statutes of BFU and FIFA, and shall abide by and promote the ethical principles of organized football.

(4) Any breach of this Chapter shall result in a sanction by the Disciplinary Commission of BFU, in accordance with the Disciplinary Regulations.

(5) The provisions of this Chapter shall apply to all minor players who are not Bulgarian citizens. Any breach of this clause shall be sanctioned by the Disciplinary Commission of BFU, in accordance with the Disciplinary Regulations.

## **CHAPTER VII. REGISTER OF TRANSFERS. REGISTER OF LOANED PLAYERS.**

### **Part I. Register of Transfers.**

**Art. 44.** (1) A Register of Transfers is established and kept by BFU. Each contract for transfer of a professional player from a football club in the system of BFU to another football club in the system of BFU or to a foreign football club, shall be filed in this register.

(2) The Register of transfers shall be kept by the Sports-Technical Department of BFU in a digital form and as a hard copy.

(3) The Register of transfers shall be comprised of consecutively numbered pages.

(4) Each page of the Register shall contain:

1. The order number of the record;
2. The full name of the player and the number of his footballer's passport;
3. The exact name and domicile/headquarters of the transferring FC; the person who has signed the contract in the capacity of legal representative of FC; when the contract has been signed by a proxy, the power of attorney shall be described – date, number and name of the certifying notary;
4. The exact name and domicile/headquarters of the receiving FC; the person who has signed the contract in the capacity of legal representative of FC; when the contract has been signed by a proxy, the power of attorney shall be described – date, number and name of the certifying notary;
5. Number and date on which the transfer contract was signed;
6. Date on which the ITC was issued;
7. The filing date and the full name of the person submitting and recording the document.

(5) The data under para.4.2 – 4.7 shall be submitted to the Sports-Technical Department of BFU within 7 days of signing the transfer contract, with an enclosed letter of certification, signed by the president or managing director of the transferring football club.

## **Part II. Register of Loaned Players.**

**Art. 45.** (1) A Register of Loaned Players is established and kept by BFU. Each contract for loan of a professional player from a football club in the system of BFU to another football club in the system of BFU or to a foreign football club, shall be filed in this register.

(2) The Register of Loaned Players shall be kept by the Sports-Technical Department of BFU in a digital form and as a hard copy.

(3) The Register of Loaned Players shall be comprised of consecutively numbered pages.

(4) Each page of the Register shall contain:

1. The order number of the record;

2. The full name of the player and the number of his footballer's passport;

3. The exact name and domicile/headquarters of the loaning FC; the person who has signed the contract in the capacity of legal representative of FC; when the contract has been signed by a proxy, the power of attorney shall be described – date, number and name of the certifying notary;

4. The exact name and domicile/headquarters of the receiving FC; the person who has signed the contract in the capacity of legal representative of FC; when the contract has been signed by a proxy, the power of attorney shall be described – date, number and name of the certifying notary;

5. Number and date on which the Contract for loan of player was signed;

6. The filing date and the full name of the person submitting and recording the document.

(5) The data under para. 4.2 – 4.6 shall be submitted to the Sports-Technical Department of BFU within 7 days of signing the transfer contract, with an enclosed letter of certification, signed by the president or managing director of the loaning football club.

## **FINAL PROVISIONS**

**§ 1.** The Regulations on the contracts and transfer of players were adopted by Resolution No.2.V of 03.06.2014 of the Executive Committee of BFU, in accordance with Art.49, para.14 of the Statute of BFU, and enters into force as of the date on which it is approved by the Minister of Youth & Sports.

The Regulations on the contracts and transfer of players were amended and supplemented with Resolution of the Executive Committee of BFU on Item 4 of Minutes of Meeting No.2/05.07.2016, Resolution of the Executive Committee of BFU on Item 2 of Minutes of Meeting No.2/20.06.2017, and Resolution of the Executive Committee of BFU on Item 2 of Minutes of Meeting No.1/10.01.2020, Resolution of the Executive Committee of BFU on Item 4.1 of Minutes Meeting No. 1/14.01.2021 and Resolution of the Executive Committee of BFU on Item 5 of Minutes Meeting No.9/ 06.12.2022.

**§ 2.** To all cases and issues that are not settled in these regulations, the provisions of the Labor Code, the Physical Education and Sports Act and its implementation rules, the common civil law of the Republic of Bulgaria, and the regulations of FIFA, UEFA and BFU shall apply.

**§ 3.** The countries – members of the European economic area, are the EU membercountries, Norway, Iceland and Lichtenstein.

**§ 4.** These Regulations are available on the website of BFU – [www.bfunion.bg](http://www.bfunion.bg).

**§ 5.** (*new - Decision of the IC of the FSB dated 14.01.2021*) The provisions of para. 2, 3 and 4 of Art. 16 apply only for the period specified therein.