

Company Limited by Guarantee
Incorporated in Scotland No 5453

(COPY)

SPECIAL RESOLUTION

of the
Scottish Football Association Limited.

Passed 13th May, 1993

At an EXTRAORDINARY GENERAL MEETING of the above-named Association, duly convened and held at the Moat House International Hotel, Congress Road, Glasgow, G3 8QT, on Thursday, 13th day of May, 1993, the subjoined Special Resolutions were passed.

SPECIAL RESOLUTIONS REFERRED TO

RESOLUTION 1

proposed by S.F.A. Council

That the Articles of Association of the Association be and are hereby altered by the deletion of the words "and General Purposes" as they appear in the fifth paragraph, lines 5 and 6, of Article 29.

RESOLUTION 2

proposed by Heart of Midlothian F.C.

That the Articles of Association of the Association be and are hereby altered by the deletion of Article 133 thereof and by the consequential re-numbering of the succeeding Articles and appropriate cross-references.

RESOLUTION 3

proposed by S.F.A. Council

That the Articles of Association of the Association be and are hereby altered by:—

(1) the insertion of the following as a new Article 112:—

"Upon expiry of his agreement, a non-amateur player shall be free to conclude a new agreement with any club which wishes to engage his services.

Subject to the following provisions, a club in membership of the Association which had offered terms of re-engagement to a non-amateur player who subsequently has decided to conclude an agreement with another club in membership of the Association or in membership of a football body authorised in terms of Article 73 of the Articles of Association, shall be entitled to compensation from the other club—

1. The player was previously registered with the Association for his former club by means of Full Professional registration forms.

2. The former club, not later than the date of expiry of the agreement, or in the case of a club in membership of the Scottish Football League in accordance with the rules of the Scottish Football League relating to 'entitlement to compensation' procedures, has notified the player by Recorded Delivery letter of the terms of re-engagement, which are to remain available to the player to accept or otherwise within a period of 21 days thereafter.

A copy of the terms of re-engagement, which in the opinion of the Association shall be not less favourable than the terms of the player's previous agreement, must also be lodged by Recorded Delivery with the Association, at the same time as the notification of terms to the player.

Notwithstanding the foregoing provisions, when both of the clubs involved in a player's move from one club to another, are in membership of the Scottish Football League, or if one club is in membership of the Scottish Football League and the other club is in membership of the Scottish Junior F.A., the existing rules of the Scottish Football League and the existing agreement between the Scottish Football League and the Scottish Junior F.A., respectively, for as long as they remain in force, will at the same time require to be observed by those clubs and will be applicable when establishing the former club's entitlement to compensation.

3. The player is registered with the Association for his new club by means of Full Professional or Form 'A' (Professional) registration forms.

If a club should register a player to whom the aforesaid provisions apply excepting clause 3, on any other registration form of the Association, it shall be held liable, subject to investigation by the Association, to pay compensation to the player's former club if the player should subsequently be registered for any other club in membership of the Association or in membership of a football body authorised in terms of Article 73 of the Articles of Association, by means of Full Professional or Form 'A' (Professional) registration forms within a period of 2 years from the date of expiry of his agreement with his former club. A club in similar circumstances shall be held liable, subject to investigation by the Association, to pay compensation to the player's former club, if the player concludes an agreement for a club in membership of another National Association, within a period of 2 years from the date of expiry of his agreement with his former club, allowing that in terms of FIFA and UEFA rules existing at the time of the date of expiry of his agreement with his former club, the player's former club would have been entitled to compensation from the club with which the player has concluded an agreement.

The following procedures will require to be observed by the clubs concerned, in determining an entitlement to compensation:—

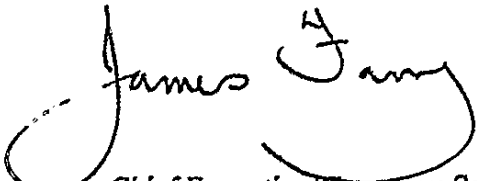
1. The club for which the player has been registered by means of Full Professional or Form 'A' (Professional) registration forms shall be responsible for contacting the player's former club in writing, by Recorded Delivery letter, within 7 days of the date of signing of the forms, to open discussions regarding compensation.
2. Both clubs shall be responsible for reaching agreement on the matter of compensation within 21 days of the date of the player's signing of Full Professional or Form 'A' (Professional) registration forms. The agreement so reached is to be committed to writing, and be duly signed by both clubs.
3. In the event that agreement is not reached within the 21 day period stated, the former club may request in writing by Recorded Delivery letter to the Association, within a further period of 7 days thereafter, that a Tribunal appointed by Council, be convened to resolve the matter.

The Tribunal shall have full power to regulate its own procedure and to award costs, and its decision on matters coming before it shall be final and binding."

- (2) the deletion of the second paragraph, including sub-paragraphs (a) to (e), as they appear in Article 111.
- (3) the deletion of the fourth paragraph, including sub-paragraphs (a) and (b), as they appear in Article 77.
- (4) the insertion of the following as a new fourth paragraph in Article 77:—
"Notwithstanding the foregoing, the registration shall remain effective and binding if a new agreement is negotiated, and is lodged with the Secretary and in his hands, not later than the date on which an existing agreement terminates."
- (5) the re-numbering of the succeeding Articles and appropriate cross-references.

BY ORDER OF THE COUNCIL

6 PARK GARDENS
GLASGOW G3 7YF
24th May, 1993


~~Chief Executive~~ Company Secretary.