



# REGULATIONS OF THE 2008/2009 MTN ELITE ONE SEASON

## **I - GENERAL PROVISIONS**

**Article 1:** 1). FECAFOOT shall organize a competition called MTN Elite One meant for clubs indicated in Article 3 of these regulations.

2). The 2008/2009 MTN Elite One season shall be played at national level and is composed of a single group of 14 (fourteen) clubs.

## **II - ORGANIZATION AND ADMINISTRATION**

**Article 2:** (1)- The National Championships Organizing Committee and the General Secretariat of FECAFOOT shall be responsible respectively for the organization and administration of MTN Elite One.

## **III - PARTICIPATION**

**Article 3:** - (1) The following shall qualify to play in MTN Elite One for the 2008/2009 season:

a). the three clubs promoted from MTN Elite Two at the end of the 2007/2008 season;

b). the clubs in MTN Elite One not relegated to MTN Elite Two at the end of the 2007/2008 season.

2). The clubs referred to in paragraph 1 above may only be admitted to participate in MTN Elite One if they fulfill the conditions stipulated in Articles 4 and 13 below.

## **VI - AFFILIATION**

**Article 4:** 1) - Any club which qualifies to play in MTN Elite One shall forward to the General Secretariat of FECAFOOT:

- a duly filled, signed and stamped affiliation form issued by FECAFOOT, no later than 28 July 2008;
- affiliation fees of MTN Elite One and the Cup of Cameroon;
- affiliation fees of the National Under-20 championship;
- licence fees for senior and Under-20 players;

- the minutes of its annual General Assembly;
- the composition of its managing committee (name and address of members).  
Managing committee members must have reached the age of majority;
- the certificate of ownership or lease contract of the head office of the club;
- a document showing that mail box charges have been settled in the name of the club;
- a document showing that fax charges have been paid in the name of the club;
- the traditional colours of the club;
- the site plan of the club's training grounds;
- the contract signed with the head trainer of the team;
- the contract signed with the administrative secretary or general manager of the club.

2)- The fees for licences and affiliation referred to in paragraph 1 above are specified in the financial regulations.

3). Affiliation shall only become effective after payment of the sums mentioned in paragraph 1 above to the finance officer at the General Secretariat of FECAFOOT, latest on 22 August 2008.

4). Payment by cheque shall be accepted, on condition that it is certified and deposited within the time limit indicated in paragraph 3 above.

5). Applications submitted by clubs after this date shall be rejected.

6) Applications which do not include licences of at least sixteen senior players on 12 September 2008 at 3:00 p.m. excluding upgraded under-20 players, shall equally be rejected.

7). Clubs that cancel their affiliation before the start of the competition shall pay a fine of CFAF 1,000,000 (one million), except in case of *force majeure* duly ascertained by the National Championships Organizing Committee.

#### **V - REPRESENTATION OF CAMEROON IN CONTINENTAL COMPETITIONS LINKED TO MTN ELITE ONE**

**Article 5:** 1-a). Clubs ranked 1<sup>st</sup> and 2<sup>nd</sup> in MTN Elite One shall automatically represent Cameroon at the CAF Champions League. The club ranked 3<sup>rd</sup> shall represent Cameroon at the CAF Confederation Cup.

b). In case of duly ascertained default on the part of the club ranked 1<sup>st</sup>, the clubs ranked 2<sup>nd</sup> and 3<sup>rd</sup> shall represent Cameroon at the CAF Champions League while the club ranked 4<sup>th</sup> shall represent Cameroon at the CAF Confederation Cup, and so on.

2). Defaulting clubs shall pay a fine of CFAF 1,000,000, without prejudice to sanctions stipulated in article 80 of the Statute of FECAFOOT.

#### **VI - RELEGATION TO MTN ELITE TWO**

**Article 6:** Clubs ranked 12<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> at the end of the 2008/2009 MTN Elite One season shall be relegated to MTN Elite Two.

## **VII – TRANSFER PERIODS**

**Article 7:** Transfer periods shall be:

- from 7 July 2008 to 12 September 2008 at midnight;
- during the 'mercato' period, of a duration of 21 (twenty-one) days, following the first phase of MTN Elite One.

## **VIII – UPGRADING OF PLAYERS**

**Article 8:** - 1). Any club shall be authorized to upgrade an unlimited number of players under the following conditions:

- a).- have a team in the national Under-20 or Under-17 championship;
- b).- an application for upgrading a player should be addressed to the Secretary General of FECAFOOT;
- c).- the upgrading should comply with the provisions of Article 58 of the General Regulations of FECAFOOT;
- d).- an upgrading fee equivalent to the cost of a senior licence should be paid for the issue of a licence for an upgraded player;
- e).- the number of upgraded players used during a match shall not be limited;
- f).- upgraded players not used in the senior team shall qualify to play in the championships of their respective categories.

2). – However, an under-17 player shall only be allowed to play in MTN Elite One after the prior and reasoned recommendation of a medical doctor approved by the Federation which shall authorize the double upgrading after a comprehensive medical check-up on the one hand, and provided the player's club entered a team in the national championship of this category, on the other hand.

## **IX – FOREIGN PLAYERS**

**Article 9:** 1). A club may not recruit more than 5 (five) foreign players.

2). The number of foreign players used during a match shall not be limited.

3). Players who are nationals of CEMAC countries shall not be considered as foreign players.

## **X – LOANING OF PLAYERS**

**Article 10:** Only players under contract may be loaned.

## **XI – CONTRACT OF PROFESSIONAL PLAYERS**

**Article 11:** 1). Clubs shall be authorized to sign professional contacts of at most 5 (five) years with players aged above 18 years. Any extension thereof shall be subject to an additional clause.

2).- These contracts shall be registered in 4 (four) copies at the General Secretariat of FECAFOOT, after the approval of the Players' Status Committee. Contracts shall be drawn

up only on forms provided by the Federation. As an interim measure, ongoing contracts shall, as of right, be transcribed onto the new forms while maintaining their initial period of validity but also respecting the obligations stipulated in the new professional player's contract. Such transcription shall be done latest on 31 December 2008. Beyond this date, contracts drawn up on forms other than those provided by FECAFOOT shall no longer be recognized by the Federation.

3)- Only contracted players may be transferred. Players not having signed a contract shall be free at the end of the season.

4)- Foreign players shall be bound to sign a contract under conditions mentioned in paragraph 1 above.

5)- The minimum monthly remuneration of contracted players shall be fixed at CFAF 50,000 (fifty thousand).

## **XII - CONTRACTS OF TRAINERS**

**Article 12:** 1). Clubs in MTN Elite One shall be required to sign a contract with a head trainer, holder of an "A" licence diploma issued by the Federation or its equivalent, valid for 5 (five) years at most. Extension of this contract shall be subject to an additional clause.

2)- Contracts, drafted in 4 (four) copies, shall be registered at the General Secretariat of FECAFOOT, after the approval of the Players' Status Committee. Contracts shall be drawn up only on forms provided by the Federation.

3)- The minimum monthly remuneration received by the head trainer shall be CFAF 150,000 (one hundred and fifty thousand).

## **XIII - OBLIGATIONS OF CLUBS**

**Article 13:** 1)- Clubs in MTN Elite One must:

- undertake to respect the statute, regulations, directives, circulars and decisions of FIFA, CAF and FECAFOOT;
- accept that any administrative, disciplinary and arbitration issue concerning the competition be settled by FECAFOOT, in accordance with its instruments;
- participate in all matches of MTN Elite One for which they are scheduled;
- agree to the use, recording and dissemination by FECAFOOT of images, names and information relating to their players and officials;
- respect the principle of fair play;
- have a head office, post box, functioning telephone line, fax, and email address belonging to the club. Documents attesting to the existence of these means of communication must be included in the MTN Elite One affiliation file. The email address will be provided by FECAFOOT;
- have an administrative secretary or general manager working full-time for the club. The employment contract binding the administrative secretary or manager must imperatively be part of the MTN Elite One affiliation file;
- hold a General Assembly before the start of the 2008/2009 season. The minutes of this General Assembly must be included in the affiliation file;

- undertake to have a good administrative organization;
- undertake to have a financial organization characterized by the production of a detailed statement of revenue and a detailed statement of expenditure. Expenditure and income must be accounted for. There must be a clear separation of the duties of vote-holder and expenditure executor;
- undertake to open a bank account in the club's name in a bank based in Cameroon;
- have adequate financial resources;
- have a permanent training pitch;
- undertake to have a qualified trainer, holder of an "A licence" diploma issued by FECAFOOT or its equivalent;
- enlist the services of a medical doctor or physiotherapist;
- have at least 16 (sixteen) and at most 25 (twenty-five) licences for senior players, excluding upgraded players;
- affiliate a team to the National Under-20 Championship under conditions stipulated in the regulations governing this competition;
- undertake to take out an insurance policy to cover professional liabilities of contracted players;
- affiliate to the Cup of Cameroon competition;
- undertake to have its players undergo medical check-up, according to the protocol prepared by the Sports Medicine Committee of FECAFOOT;
- undertake to provide the members of its managing organs with the special licence issued by the Federation. All clubs shall be entitled to at least 5 (five) and at most 10 (ten) licences for its officials. Officials' licences shall be registered during the transfer period referred to in Article 7 above. In case of non respect of this minimum number, the sanctions provided for in Article 78 of the Disciplinary Code shall be applied.

2). The non respect of the provisions of paragraph 1) above shall lead to rejection of the affiliation file.

#### **XIV – RESPONSIBILITY OF CLUBS**

##### **Article 14:**

1). Any club affiliated in MTN Elite One shall be responsible before FECAFOOT for the actions of its licensed persons and its spectators. It must take necessary measures to guarantee proper conduct and security before, during and after matches.

2). Any MTN Elite One club which habitually accepts direct or indirect benefits from groups of supporters, friends or third parties shall be responsible before the Federation for all acts perpetrated by these groups and which are contrary to FECAFOOT instruments, unless it can prove that it objected to such acts and did not in any way benefit there from.

3). Any MTN Elite One club shall be responsible before FECAFOOT for the marking of the field (goal posts, nets, marking etc) during home matches.

4). The non respect of the provisions of paragraphs 1, 2 and 3 above shall be punished as provided for in Article 89 of the Disciplinary Code of FECAFOOT.

#### **XV - SYSTEM OF COMPETITION**

**Article 15:** 1). MTN Elite One matches shall be played in accordance with the laws of the game as promulgated by the International Football Association Board.

2). Clubs shall meet in home and away matches. Each match shall have a duration of 90 minutes, comprising two periods of 45 minutes separated by a 15-minute break.

3). Classification shall be by addition of points, as follows:

- match won: 3 points;
- match drawn: 1 point;
- match lost: 0 point.

4). A match lost by forfeiture shall be deemed to have been lost by a score of 3 goals to 0.

5)- In case a match is lost as a sanction, the following provisions shall be applied:

- a) If a club wins on the field and is declared winner by a sanction, it shall have 3 points and maintain the advantage of the goals scored while the penalized club shall have 0 point, 0 goal for and the number of goals conceded against.
- b) If a club loses on the field and wins by a sanction, it shall have 3 points, 0 goal for and 0 goal against whereas the penalized club shall have 0 point, 0 goal scored and 0 goal conceded.
- c) If there is a draw, the club that wins by a sanction shall have 3 points on the general classification and maintain the advantage of any goals scored, whereas the penalized club shall have 0 point, 0 goal for and any goals conceded against.
- d) If a club loses on the field and is declared loser by a sanction, it shall lose 3 points on the general classification, have 0 goal for and the goals conceded, against.

6) If the sanction is pursuant of Article 89 of the Disciplinary Code of FECAFOOT, the following provisions shall be applied:

a). If a club was leading at the time of interruption of the match and is declared winner by a sanction, it shall have 3 points and maintain the advantage of goals scored at the time of interruption, whereas the penalized club shall have 0 point, 0 goal for and the goals conceded against.

b). If there was a draw at the time of interruption of the match, the club that wins by a sanction shall have 3 points and maintain the advantage of any goals scored whereas the penalized club shall have 0 point, 0 goal for and the goals conceded against.

7) In case two clubs stand at equal points on the last playing day of MTN Elite One, the classification shall be done as follows:

a)- Classification of the clubs concerned shall take into account their particular goal difference. The particular goal difference shall represent the results obtained by each of the clubs concerned during home and away matches.

b)- In case of parity in particular goal difference, the classification shall take into account the best attack resulting from matches between the two clubs.

c). If the parity persists, the classification shall take into account the best defence resulting from matches between the two clubs.

d). If the parity still persists, a play-off match shall then be organized pursuant to the regulations in force, with possibility of extra time and penalty shoot-out.

8) - In case more than two clubs have equal points at the end of MTN Elite One, the classification of the clubs concerned shall be resolved as follows:

- a) A special classification shall be established taking into account only the home and away matches between the clubs concerned.
- b) If parity persists, account will be taken of the best attack resulting from the particular classification mentioned in a) above.
- c) If the parity still persists, then account will be taken of the best defence resulting from the special classification mentioned in a) above.
- d) If none of the above criteria succeeds in differentiating them, a tournament shall be organized between the teams concerned. Each of the matches of the said tournament must necessarily produce a winner. Extra time will be played in case of a draw at the end of full time, followed possibly by penalty shoot-outs. At the end of the tournament, a classification shall be established following the number of points obtained in accordance with paragraph 2 above.

9)- When a club is excluded from MTN Elite One or declared general forfeiture during the competition, it shall be ranked last and the following provisions applied:

- a) if this situation occurs before the last 5 (five) playing days of the fixtures, all goals for and against and points acquired by clubs continuing with the competition after their second phase matches against this club, shall be cancelled. However, the results of the first phase shall be maintained;
- b) if a club is excluded from MTN Elite One or declared general forfeiture five days to the end, the results acquired during matches played shall be maintained, whereas the remaining matches to be played against such club shall automatically be won by a score of 3 goals to nil.
- c) The provisions of Article 95 of the Disciplinary Code shall also be applied, without prejudice to additional sanctions meted out by the Homologation and Disciplinary Committee.

## **XVI - HOMOLOGATION**

**Article 16:** A match shall be homologated within 7 (seven) days of the day of play.

## **XVII - FIXTURES**

**Article 17:** 1) - Fixtures prepared by the National Championships Organizing Committee in association with the General Secretariat of FECAFOOT, shall be approved by the Executive Committee. Such approval shall make the fixtures final.

2) - However, the Secretary General of FECAFOOT may, in course of the season, postpone or advance any MTN Elite One day of play that he deems necessary to ensure the regularity of the competition.

3) - When a club is afterwards compelled by an exceptional circumstance whose appraisal is within the jurisdiction of the Secretary General, to apply for a match reversal, the application can only be examined if it was formulated at least 1 (one) month before the date of the fixture, and submitted along with the consent of the opposing team.

4) - When a club is afterwards compelled by an exceptional circumstance whose appraisal is within the jurisdiction of the Secretary General, to request for a change of fixture, such application shall only be examined if it is submitted at least 7 (seven) days before the date set for the match.

5) - Upon receipt of the applications referred to in paragraphs 3 and 4 above, submitted along with supporting documents, the Secretary General shall have 15 (fifteen) days to decide in cases of match reversal and 48 hours in cases of change of fixture. He shall immediately notify the parties concerned of his decision.

6) - If the exceptional circumstance motivating the change of fixture occurs within a period which does not allow the application of the provisions of paragraph 4 above, the Secretary General of FECAFOOT shall decide pursuant to the provisions of paragraph 2 above.

### **XVIII - PITCHES**

**Article 18:** Clubs shall be considered as playing at home only when playing on facilities situated in their division of origin or otherwise, on facilities situated in their province of origin or in another province, after the prior authorisation of the Executive Committee.

### **XIX - PITCHES UNFIT FOR PLAY**

**Article 19:** 1). The referee shall be the sole authority to declare a pitch unfit for play. He may take such a decision upon arrival in the locality where the match is to be played. From that moment, he must do everything to notify the two teams of his decision, if he still has time to do so.

2). A match not begun because the pitch is unfit for play shall be played on the following day.

3). A match begun and in which the total time of interruption(s) due to bad weather exceeds 45 minutes, shall be stopped definitively by decision of the referee. The following measures shall then be taken:

- if the match is stopped in the first half or during half-time, it shall be replayed the following day.
- if it is stopped during the second half, it shall be replayed on a later date fixed by the Secretary General of FECAFOOT. In this case, only players qualified on the date of the interrupted match shall be authorized to play the match.

4). The payment for additional living expenses incurred by a visiting team as a result of the postponement of a match shall be done by the Secretary General of FECAFOOT within the month of referral, against the presentation of supporting documents.

## **XX - LICENCES - QUALIFICATION**

**Article 20:** 1) The provisions of Article 40 and following of the General Regulations of FECAFOOT shall apply in whole to MTN Elite One.

2). Players must be qualified, pursuant to the General Regulations of FECAFOOT and the regulations governing the status and transfer of players between clubs affiliated to FECAFOOT.

3). Players, regardless of their status, cannot participate in MTN Elite One if their licences are not registered during the transfer periods referred to in Article 7 above.

4). For matches of the last five playing days of the championship, clubs shall be bound to include on the list of players featuring on the match form, at least fifteen of the players fielded during any of the five previous MTN Elite One matches. In case of infringement and even in the absence of protest, the Secretary General shall refer the matter to the Homologation and Disciplinary Committee which may mete out sports and financial sanctions against the defaulting club.

## **XXI - BALLS**

**Article 21:** At each match balls shall be provided by the Federation.

## **XXII - COLOURS OF CLUBS**

**Article 22:** 1). Players fielded during a match must be decently dressed in jerseys of the colours of their club. These colours must be declared and communicated to FECAFOOT no later than 28 July 2008 at 3:00 p.m.

2). The host team shall play in its traditional colours declared at the start of the season. In case the traditional colours of the clubs are identical or confusing, the visiting club shall have to change its jersey.

3). In case of conflicting traditional colours on a neutral playing field, lots shall be cast to determine the club that shall change its jersey.

4). Clubs shall assign to each senior player a number comprised between 1 and 25 and as from 26 for upgraded players, which he shall be bound to wear during all MTN Elite One matches. The name of the player must be clearly and visibly affixed above the number on the back of his jersey. The non respect of these provisions shall expose the defaulting player and his club to the sanctions stipulated in Article 80 of the Statute of FECAFOOT.

5). If the Federation contracted with an industrial or trading company, clubs having accepted in writing the valuable consideration proposed by such a company shall be bound to have their players wear the jerseys and possibly tracksuits and shorts provided by the Federation and bearing the label of such company, as per the terms of the contract.

6). The non respect of the provisions of paragraph 5 above shall, at the behest of the Homologation and Disciplinary Committee, be punished with loss of the match during which the infringement was ascertained.

### **XXIII – PRE - MATCH MEETING**

**Article 23:** 1) A pre-match meeting, chaired by the match commissioner, shall be organized at the venue of the game, three hours to the start of the match.

2) Apart from the match commissioner, the meeting must be attended by:

- the referee, assistant referees and the 4<sup>th</sup> referee;
- a representative of each club, holder of a valid licence.

3). The representatives of the clubs shall present the jerseys to be used by the clubs.

4). Any absence from the pre-match meeting shall be punished with a fine of CFAF 50,000 (fifty thousand) for clubs and one of the sanctions mentioned in article 80 of the Statute of FECAFOOT for officials.

### **XXIV – ARRIVAL IN THE STADIUM**

**Article 24:** Arrival in the stadium shall be as follows:

- For clubs: one hour thirty minutes before the start of the match;
- For referees: one hour forty-five minutes before the start of the match;
- For the match commissioner: two hours before the start of the match.

### **XXV – MATCH FORM**

**Article 25:** 1). The match form must comprise 18 players (11 starters and 7 substitutes) per club. The first named 11 players must start the match while the 7 others shall sit on the substitutes' bench. The numbers featuring on the jerseys of players must correspond to those indicated on the match form. The goalkeeper and captain must be identified.

2). The two clubs must hand the match form to the referee at least 60 minutes before kick-off.

3). If the match has not yet started after the match forms have been duly filled, signed and handed to the referee, the following instructions shall be followed:

- If one of the 11 starting players is not able to start the match for whatever reason, he may be replaced by one of the seven substitutes. During the match, the three statutory substitutions shall however still be possible.
- If one of the substitutes featuring on the match form cannot keep his place for whatever reason, he cannot be replaced.

4). The original match form must be sent to the General Secretariat of FECAFOOT within twenty-four hours following the match. Failure to respect this time period shall lead to the sanction outlined in article 101 of the Disciplinary Code of FECAFOOT.

## **XXVI – OCCUPATION OF THE SUBSTITUTES' BENCH**

**Article 26:** 1) Occupation of the substitutes' bench by the clubs shall be as follows:

- the host club shall occupy the substitutes' bench to the left of the match commissioner's table;
- the visiting club shall occupy the substitutes' bench to the right of the match commissioner's table.

2). Only the under-mentioned persons shall be admitted to occupy the substitutes' bench:

- two trainers, holders of a valid licence issued by FECAFOOT;
- a medical doctor and an assistant, holder of a valid licence issued by FECAFOOT.
- an official, holder of a valid licence issued by FECAFOOT;
- substitute players duly listed on the match form or substituted players, making a maximum of seven players.

## **XXVII – REFEREES AND ASSISTANT REFEREES**

**Article 27:** 1) Referees, assistant referees and fourth referees shall be designated by the Central Referees Committee at the request of the Secretary General of FECAFOOT. They shall be selected from a list of referees prepared and approved at the start of the season by FECAFOOT.

2) In case of absence of one of the designated referees, the two clubs cannot use such absence as argument to refuse to play if, on the field, there are one or more official referees, holders of a valid licence who accept to referee the match, after the approval of the match commissioner.

3) If several official referees are present, lots shall be cast by the match commissioner to designate the one to handle the match.

4). If there is no official referee with a valid licence, the match cannot take place.

5). If a referee or one of his assistants is prevented from discharging his duties, he shall be replaced by the fourth referee.

6). Referees and assistant referees and fourth referees shall receive their official uniform and materials from FECAFOOT. On match days, they must wear only these uniforms and carry only such materials, subject to one of the sanctions under Article 80 of the statutes of FECAFOOT, meted out by the Homologation and Disciplinary Committee.

7). After each match, the referee shall write and sign an official report and sent it to the General Secretariat of FECAFOOT within 24 (twenty-four) hours.

8). In his report, the referee shall provide as much information as possible on any incidents that took place before, during and after the match as well as report any significant events such as the misconduct of players or team officials leading to a caution or expulsion,

and any unsportsmanlike behaviour by supporters and/or officials or any person acting on behalf of a club.

## **XXVIII – DUTIES OF MATCH COMMISSIONER**

**Article 28:** 1). The Secretary General of FECAFOOT shall, for each match, designate a commissioner selected from a list of commissioners prepared and approved by FECAFOOT at the start of the season.

2). In case of lateness of one of the clubs, he shall appraise the possibility of having the match played.

3). The commissioner shall be specially charged with ensuring the application of the rules of the competition and the proper organization of matches.

4). In agreement with the referee, he shall decide on measures to be taken to ensure the regularity of the encounter.

5). He shall be bound, twenty-four hours after the match, to also address to the Secretary General of FECAFOOT a report which shall indicate:

- incidents of any nature that occurred;
- proposed means of checking future recurrences;
- his remarks on the field of play and facilities;
- the quality of health and security coverage.

6). In case of absence of the commissioner, his duties shall automatically devolve on the referee.

## **XXIX – FORFEITURES**

**Article 29:** 1). In case of absence of one or both clubs, such absence shall be ascertained by the referee fifteen minutes after the time set for the start of the match.

2). The time of ascertainment of the absence(s) shall be mentioned by the referee on the match form.

**Article 30:** 1). A club that enters the field of play with less than eight players to start a match shall be declared forfeiture.

2). If a club cannot present its team on the field at the scheduled time due to a case of duly ascertained *force majeure*, whereas it took all necessary steps to arrive at the match venue on time, the match commissioner or, in his absence, the referee, shall appraise whether the match can be played. In case of protest, the Homologation and Disciplinary Committee shall decide if there are grounds to cause a replay of the match.

3). Any club that abandons a match shall be considered as having declared forfeiture on the field.

**Article 31:** 1). A club declaring or declared forfeiture twice during the same season shall be considered as general forfeiture and Article 95 of the Disciplinary Code shall be applied.

2). Three days to the end of MTN Elite One, a club declaring or declared forfeiture even for the first time, shall be excluded from MTN Elite One and considered general forfeiture with application of article 15 paragraph 9 (b) above and article 95 of the Disciplinary Code of FECAFOOT.

### **XXX – CLAIMS**

**Article 32:** 1) Claims in regard to the qualification of players filed in the forms prescribed in Articles 123, 125 and 154 of the General Regulations of the Federation shall be addressed to the Secretary General who shall table them before the Homologation and Disciplinary Committee for decision.

2) Claims in regard to technical issues must also be formulated as prescribed in article 126 of the General Regulations of FECAFOOT. They shall be addressed to the Secretary General of FECAFOOT who will table same before the Homologation and Disciplinary Committee for decision.

3) Any club liable to the provisos formulated for non-presentation of licence must communicate to the Secretary General of FECAFOOT, within forty-eight hours, all facts necessary for the study of the petition.

4) For any player liable to the provisos formulated for fraud, his presumed forged licence shall be withheld by the referee who shall straightaway forward it to the General Secretariat of the Federation for onward transmission to the Homologation and Disciplinary Committee. Mention shall be made of this withholding, the reason(s) for the withholding, the name(s) and licence number of the implicated player(s) on the disciplinary form handed to clubs.

### **XXXI – APPEALS**

**Article 33:** 1). Decisions of the Homologation and Disciplinary Committee may be appealed before the Appeals Committee by any interested individual or corporate body.

2). Appeals must be filed in the forms and timeframes specified in articles 145 and 147 of the Disciplinary Code of the Federation, except for decisions taken in the first instance on disputes arising during the last four playing days of the competition and in which case may be appealed within forty-eight hours as from the date of notification of the said decision.

3). Notification by electronic mail shall be valid.

### **XXXII – DISPUTES**

**Article 34:** 1) Pursuant to article 82 of the Statute of FECAFOOT, clubs in MTN Elite One, players and officials shall not be authorized to refer disputes before ordinary law-courts, but before the sole jurisdiction of FECAFOOT.

2) The clubs of MTN Elite One, players and officials shall recognize and agree that once all avenues are exhausted within FECAFOOT, their only resort shall be the Court of Arbitration for Sports (CAS) at Lausanne, Switzerland. These arbitration proceedings shall be governed by the Sports Arbitration Code of CAS whose decisions shall be final and binding.

### **XXXIII – DOPING**

**Article 35:** 1). Doping shall be forbidden. FECAFOOT shall inform clubs in MTN Elite One of doping control procedures and banned substances by way of a circular.

2). The Disciplinary Code of FECAFOOT, the Doping Control Regulations of FIFA as well as other FIFA directives in force shall be applied to MTN Elite One.

### **XXXIV – COMMERCIAL RIGHTS**

**Article 36:** 1) FECAFOOT shall own and manage all commercial rights related to MTN Elite One.

2). FECAFOOT shall publish at a later date, the guidelines governing all the commercial rights of MTN Elite One. All clubs in MTN Elite One must follow these commercial guidelines and ensure that they are also followed by their members, officials, players, delegates and other affiliates.

### **XXXV- TRAVEL EXPENSES OF MATCH OFFICIALS**

**Article 37:** 1) Travel expenses incurred by match officials shall be borne by the Federation.

2) Where a match is postponed under the conditions stipulated in article 19 above, the officials shall be compensated.

3) The compensation owed match officials having travelled for matches that are postponed or interrupted during the first half of play due to a case of *force majeure*, shall be paid by the Federation.

### **XXXVI – TRAVEL EXPENSES OF CLUBS**

**Article 38:** Any club in MTN Elite One shall bear the full cost of transportation and accommodation linked to its travels.

### **XXXVII – PROCEEDS**

**Article 39:** 1) The share of the gross gate-takings allocated to clubs shall be according to the distribution scheme in force.

2) The totality of the share of proceeds referred to in (1) above shall be allocated to the host club.

**XXXVIII – FINANCIAL PROVISIONS IN CASE  
OF MATCH REPLAY**

**Article 40:** In case of a match replay, the share of gate takings reverting to the clubs shall be as provided for in article 39 above.

**XXXIX – MISCELLANEOUS AND FINAL PROVISIONS**

**Article 41:** Cases not provided for by these regulations and the General Regulations of FECAFOOT shall be decided by the Executive Committee.

**Article 42:** These regulations shall come into force on 16 July 2008, date of their adoption by the Executive Committee of FECAFOOT. They shall be published in English and French.

**MOHAMMED IYA,**

**PRESIDENT OF FECAFOOT**