# INTERNATIONAL NETBALL FEDERATION LIMITED

## **GENERAL REGULATIONS**

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APPENDIX ONE: DEFINITIONS

## 1. INTRODUCTION, SCOPE AND APPLICATION

- 1.1 These General Regulations will take effect from 21 August 2013 and may be amended from time to time by the Board.
- 1.2 These General Regulations apply to and bind all Regional Federations and Members, all of INF's constituent bodies, officers, employees and appointees (including, without limitation, any person holding any INF appointment or sitting on any INF board, committee or panel), and all persons and entities participating in any way in activities controlled and/or sanctioned by INF (including, without limitation, any person or entity that is involved in organising and/or participates as a player, umpire, match official, tournament official or team official in any International Event). Each such person and entity is deemed to have agreed to be bound by and to comply with these General Regulations.
- 1.3 Capitalised terms in these General Regulations will have the meanings given to them in Appendix One. Unless the context otherwise requires, words denoting any one gender include all other genders, and words denoting the singular include the plural and vice versa; words importing persons (except the word 'individual') will include associations, federations, corporations and other organisations whether incorporated or unincorporated.
- 1.4 These General Regulations and any dispute or claim arising out of or in connection with them (including non-contractual disputes and claims) will be governed by and construed in accordance with English law. Any potential breach of these General Regulations will be investigated, and any alleged breach will be pursued, under and in accordance with the Disciplinary and Dispute Resolution Regulations. Subject strictly thereto, any dispute or claim arising out of or in connection with these General Regulations will be subject to the exclusive jurisdiction of the English courts.

#### 2. GENERAL PROVISIONS

- 2.1 Each person and entity referenced in clause 1.2 is deemed to have agreed and acknowledged that:
  - (a) INF has sole ultimate authority over the governance, regulation, and playing of Netball;
  - (b) she/it will not become a member of or recognise or otherwise support any organisation with similar objects to INF unless that organisation is recognised by INF;
  - (c) she/it is bound by and must comply with the Memorandum, the Articles and the Regulations, and with the decisions taken by INF and its constituent bodies (including Congress, the Board, and other duly appointed officials and bodies of INF) pursuant to and in application and enforcement of the Memorandum, the Articles and the Regulations; and
  - (d) she/it submits to the jurisdiction of the Disciplinary Officer, the Investigations Panel, the Disciplinary Panel, the Appeal Panel, the Dispute Panel and the CAS, as applicable, to hear and determine disputes as set out in the Articles and the Regulations;

and INF may from time to time require any of them to execute a written agreement (in a form to be determined by the Board) confirming that acknowledgement and agreement.

## 3. THE OFFICIAL RULES OF THE GAME OF NETBALL

3.1 All International Events played by Members are governed by the official rules of the game of Netball (the **Rules**).

## Copyright

3.2 The copyright in the Rules and any variation of the Rules developed by INF from time to time, in all languages and formats, vests in INF and each Member will:

- (a) do all things reasonably necessary to credit INF as the copyright owner, by printed notice and otherwise (and will not claim any copyright in the Rules, including as reproduced in its own rule books); and
- (b) assist INF in preventing any unauthorised use of the Rules, including any infringement of INF's copyright.
- 3.3 Any Member wishing to reproduce the Rules in its own rule books must pay a royalty fee to INF in an amount to be determined by the Board from time to time.
- 3.4 Each reproduction of the Rules must include the INF logo on the cover, either in the specified colours or in black and white.
- 3.5 Members may translate the Rules into their own language provided that a copy of the translated Rules is sent to the INF secretariat.

#### Review

- 3.6 A formal review of the Rules will take place at least once every eight years and at such other times as authorised by the Board.
- 3.7 Proposals to change the Rules must be submitted to the INF secretariat at least 12 months prior to the Congress at which they will be considered.
- 3.8 Proposals should be submitted in the following format:
  - (a) Existing rule.
  - (b) New proposal.
  - (c) Reasons for proposed changes.
  - (d) Any relevant supporting information.
- 3.9 The Rules Advisory Panel may determine that there are rules identified in the review which would be best supported by trial, in which case the Rules Advisory Panel will determine the protocols and processes of such a trial in liaison with relevant parties.
- 3.10 The Rules Advisory Panel will draw up draft recommendations for Rules changes for Board approval at least four months prior to the Congress at which such changes will be considered.
- 3.11 Congress has sole and exclusive authority to establish and amend the Rules, which may only be effected by Special Resolution.
- 3.12 Changes to the Rules will come into effect as from the date specified by Congress.

### 4. COMMITTEES AND PANELS

- 4.1 The following committees and panels are hereby appointed by the Board:
  - (a) The Commercial Committee.
  - (b) The Audit and Finance Committee.
  - (c) The Game Committee.
  - (d) The Medical Committee.
  - (e) The Coaching Advisory Panel.
  - (f) The Rules Advisory Panel.
  - (g) The Match Officials Advisory Panel.

Other committees and panels may be appointed from time to time as the Board sees fit.

- 4.2 Committees and panels will conduct their business in accordance with all applicable terms of reference, as agreed by the Board from time to time.
- 4.3 Subject to any applicable terms of reference and policies:

- (a) committees and panels appointed by the Board may consist of any one or more Directors and/or other appropriate persons;
- (b) the chair of the committee or panel will be appointed by the Board;
- (c) committees and panels (and their members and appointed chair) may be reconstituted by the Board as and when it sees fit;
- (d) committees and panels will be responsible to the Board and will report to the Board from time to time and upon the request of the Board;
- (e) committee and panel chairs may be invited to attend Board meetings but will have consultative powers only;
- (f) the quorum for the transaction of the business of the committee or panel will be 50% of its members; and
- (g) in the event of a vacancy, the remaining members of the committee or panel may continue to act and the Board may appoint a replacement for the remainder of the term.

## 5. CORPORATE

- 5.1 INF is the sole owner of:
  - (a) any and all rights of a commercial nature connected with INF events and such other events as specified by the Board;
  - (b) all intellectual property rights in the name 'International Netball Federation Limited', the abbreviation 'INF', the INF logo, the INF event logos, the Regional Federation logos and any other marks developed by or on behalf of INF; and
  - (c) the right to organise "world", "global" and "international" championships (or similar), to determine "world" and "international" champions in the sport of Netball, and to use the terms "World Cup", "Super-Series", "Inter-Continental" and "Grand Prix" (or similar) in connection with any International Event.
- 5.2 Regional Federations and Members may make use of the INF logo provided that they have obtained the express prior written consent of the INF, and provided that such use is at all times in accordance with the INF brand guidelines (available on request from the CEO at the INF secretariat). A charge may be made.
- 5.3 Regional Federations and Members may make use of the INF event logos provided that they have obtained the express prior written consent of the relevant host Member/organising committee, and provided that such use is at all times in accordance with the INF brand guidelines.
- 5.4 INF grants to each Regional Federation a non-exclusive, royalty-free licence to use the relevant Regional Federation logo, provided always that such use is at all times in accordance with the INF brand guidelines. Members may make use of the Regional Federation logos provided that they have obtained the express prior written consent of the relevant Regional Federation and provided always that such use is at all times in accordance with the INF brand guidelines.
- 5.5 Where practicable, Regional Federations and Members should display INF signage at all Events. All INF signage must be in INF colours and must at all times comply with the INF brand guidelines.
- 5.6 All contracts entered into by the Board must be signed by at least two Directors or one Director and one other person with delegated authority from the Board.

5.7 The Board may, in its absolute discretion, confer a service award on any person who has given long and/or outstanding service to the INF or to the sport of Netball at international level.

## 6. INTERNATIONAL EVENTS

Further regulations relating to International Events are set out in the INF Event and Commercial Operations Manual.

## Umpires

- 6.1 The Match Officials Advisory Panel will appoint umpires for senior International Events between national representative teams and the World Youth Netball Championships, taking costs into account. Unless mutually agreed otherwise, umpires' costs will be shared equally between the National Associations involved.
- 6.2 Umpires will be appointed in accordance with the INF Event and Commercial Operations Manual.

## Rankings system

- 6.3 Senior national representative teams of National Associations that are competing regularly in International Events will be ranked according to the INF rankings system.
- 6.4 A rating is a measure of the average performance of a team over a series of matches. Each team earns a certain number of points from each International Event. Their rating is the total number of points earned divided by the number of matches played.
- 6.5 The team with the highest rating is ranked first in the world. The next highest rating is ranked second, and so on.
- 6.6 Each Member must communicate to INF the results of its senior national representative team in all International Events for the purposes of calculating the ranking list.
- 6.7 Members must not, either alone or together with any other Members or third parties, manipulate (or attempt to manipulate) the rankings.
- 6.8 Matches played a long time ago are a poorer guide to current form than more recent results. Accordingly, past results are weighted, giving a lower weighting to earlier results. Each July, the oldest year of results will drop out of the ratings and the weightings will be redistributed. This is the one annual occasion when the ranking list could alter other than through a match being played.
- 6.9 For the purposes of rankings, the number of points earned by a team for any match depends on the following two factors:
  - (a) the result (won, tied or lost); and
  - (b) the opposition (the higher the opposition's rating, the more points are earned for beating them).
- 6.10 It is not meaningful for a team to have a world ranking if they have played only a small number of matches. Accordingly, a team will only be given an official world ranking once they have played at least eight international test matches over a four year rating period. If a team has played fewer than eight international test matches over that period, they will still be given a rating but without a corresponding ranking.

#### Player eligibility for International Events

6.11 To be eligible to play for a National Association's national representative team in any International Event, a player must:

- (a) be a citizen of the relevant Country in accordance with the laws of that Country; or
- (b) be born in that Country or have at least one parent born in that Country; or
- (c) have resided in that Country (as established by the player's physical presence in the Country) for a period of 24 months immediately prior to the start of the relevant International Event.
- 6.12 A player who has played for a Country in any World Netball Championships or World Youth Netball Championships will not be eligible to participate in either the following World Netball Championships or World Youth Netball Championships or any other senior international match for another Country, provided that the Board may, in its absolute discretion, waive the application of this clause:
  - (a) for players under the age of 21 who have played for one Country and will be playing for another Country because of extenuating circumstances (such as genuine family relocation); or
  - (b) for players who are returning to their place of birth; or
  - (c) where there are other exceptional circumstances.
- 6.13 In any age-restricted International Events (such as the World Youth Netball Championships), the players must be under the required age as at midnight on 31 December/1 January prior to the relevant International Event.

#### **INF events**

- 6.14 INF will organise International Events including (but not limited to):
  - (a) a World Netball Championships, to be held during July every four years and, unless agreed otherwise, at the same time and place as Congress; and
  - (b) a World Youth Netball Championships for players under the age of 21, to be held during July every four years in a year other than that of the World Netball Championships and, unless agreed otherwise, at the same time and place as Congress

(collectively, the Championships).

- 6.15 Only national representative teams of Full Members will be eligible to participate in the Championships.
- 6.16 Only Full Members will be eligible to host the Championships. Processes for bidding to host INF events are set out in the INF Event Bid Application Form (available on request from the CEO at the INF secretariat).
- 6.17 The Board will have the power to determine who will host the Championships. Applications to host the Championships must be made in writing to the Board at least six years prior to the relevant Championships.
- 6.18 The Board will consider applications in accordance with the criteria and requirements set out in the host organiser contract and the INF Event and Commercial Operations Manual, and taking into account the views of the Members.
- 6.19 The Board will present the successful host to Congress at least four years prior to the relevant Championships, and representatives of the host must make a presentation to Congress not exceeding 45 minutes (or as otherwise determined by the Board).
- 6.20 Two years prior to the relevant Championships, the host will make an updated presentation to Congress not exceeding 60 minutes (or as otherwise determined by the Board).

## Failure to fulfil fixtures

6.21 Subject to the absolute discretion of the Board to decide otherwise, where a team refuses and/or fails to fulfil an International Event fixture without having given at least 28 days' prior written notice, the team will be deemed to have lost the fixture in question and any rating and ranking points will be awarded accordingly.

## 7. REGULATIONS ON SANCTIONED AND UNSANCTIONED EVENTS

- 7.1 The powers granted to INF under these Regulations on Sanctioned and Unsanctioned Events will be exercised by the Board. Between meetings of the Board, the power to grant or deny applications for sanction pursuant to clauses 7.4.1 to 7.4.6 may be exercised by such person(s) as authorised by the Board. Any such decisions will be duly ratified at the next meeting of the Board.
- 7.2 These Regulations on Sanctioned and Unsanctioned Events will not have retrospective effect, i.e. they will not apply to commitments made prior to the regulations coming into effect, even if those commitments relate to events being staged after that date.

## 7.3 Obligations

#### Unsanctioned Events

- 7.3.1 National Associations and all persons and entities under the jurisdiction of any National Association (including, without limitation, officers, officials, employees, appointees, representatives, contractors, agents, volunteers, members, players, coaches, trainers, managers, umpires, match officials and medical personnel) are prohibited from participating in any capacity in an Unsanctioned Event. It is the responsibility of each person and entity wishing to participate in a particular Event to establish that the Event is a Sanctioned Event and not an Unsanctioned Event.
- 7.3.2 Any person who participates in any capacity in an Unsanctioned Event is automatically ineligible for 12 months thereafter to participate in any capacity in any International Event. During the period of such ineligibility, a National Association or team may not select the person to participate in any capacity in an International Event, and any such selection may be declined by INF or the event organiser. Such person may apply to the Disciplinary Officer for a waiver of all or part of such period of ineligibility. Any such waiver may only be granted in exceptional circumstances. The Disciplinary Officer's decision may be appealed by the relevant person or by INF to an Appeal Panel pursuant to the Disciplinary and Dispute Resolution Regulations.
- 7.3.3 Each National Association must:
  - (a) prohibit participation in Unsanctioned Events by all persons and entities under its jurisdiction;
  - (b) without prejudice to clause 7.3.2, take prompt and effective disciplinary action against any person or entity that participates in an Unsanctioned Event;
  - (c) recognise and enforce within its Country any restriction, exclusion or ineligibility imposed on a person or entity by INF or another National Association for a failure to comply with the prohibition referred to in clause 7.3.3(a); and
  - (d) make it a condition of eligibility for any person or entity from another National Association wishing to participate in any Event played under its jurisdiction that the person or entity has not participated in any capacity in an Unsanctioned Event in the 12 months prior to the Event in question.

#### Sanctioned Events and No-Objection Certificates

- 7.3.4 A player who wishes to participate in:
  - (a) a Domestic Event that is organised and/or sanctioned by a National Association that is not her Home National Association; or
  - (b) an International Club Event that is organised and/or sanctioned by a National Association that is not her Home National Association;

must, if required by her Home National Association, first obtain a No-Objection Certificate in respect of that event. Unless and until she does so, she may not participate in the event.

7.3.5 Each National Association must ensure that no player for whom it is not the Home National Association participates in any Domestic Event or International Club Event that it organises and/or sanctions unless such player has (where required) obtained a valid No-Objection Certificate from her Home National Association in respect of that event.

#### 7.4 Sanctioning events

#### Sanctioning of International Events

- 7.4.1 Where an International Event is open to any National Association or team (including through qualifying events), in order to be recognised as a Sanctioned Event it must be organised and/or sanctioned by INF.
- 7.4.2 For International Events other than those falling within clause 7.4.1, in order to be recognised as a Sanctioned Event it must:
  - (a) be organised and/or sanctioned by the National Associations involved; and
  - (b) for International Events contested by national representative teams, be organised and/or sanctioned by the relevant Regional Federations and by INF.
- 7.4.3 Once an International Event has been sanctioned by INF and included in the INF events calendar, any changes to the dates, venues, participants and/or format of the event must be approved in advance by INF.

#### Sanctioning of Domestic Events

- 7.4.4 Where a Domestic Event involves only teams under the jurisdiction of one National Association and is staged entirely within the relevant Country, in order to be recognised as a Sanctioned Event it must be organised and/or sanctioned by that National Association.
- 7.4.5 Where a Domestic Event is staged by one National Association in another National Association's Country or in more than one Country, in order to be recognised as a Sanctioned Event it must (a) be organised and/or sanctioned by the National Associations involved, and (b) be sanctioned by INF.
- 7.4.6 Notwithstanding clauses 7.4.4 and 7.4.5, where it considers appropriate (for example, due to the particular characteristics of the event), INF may require any particular Domestic Event to obtain sanction from INF in order to be recognised as a Sanctioned Event.

#### Review by INF

7.4.7 INF may review the decision of any National Association or Regional Federation to sanction or not sanction a particular event, and may reverse or amend any such decision as it sees fit where it considers that it was not in the best interests of the sport. Any such reversal or amendment will be final and binding on all parties provided that, before making any such decision, INF will give the deciding body a full and fair opportunity to be heard.

## Applying for sanction

- 7.4.8 It is the responsibility of the organiser of a proposed Event to apply to the body or bodies specified in clauses 7.4.1 to 7.4.6 (as applicable) to sanction the Event. It is the responsibility of each such body to establish a mechanism for the processing of such applications.
- 7.4.9 To reduce the administrative burden, INF, Regional Federations and National Associations (as applicable) may grant advance sanction to categories of Events meeting specified criteria. For example, a National Association may grant advance sanction to all matches played under its jurisdiction (i) by specified teams, (ii) as part of specified Events, and/or (iii) at or below a specified level of competition.
- 7.4.10 Applications for sanction may be granted on a conditional basis. In particular (but without limitation), INF may specify that particular Events must be played in accordance with and subject to INF-compliant anti-doping rules, disciplinary rules, anti-corruption rules, codes of conduct and/or other rules and regulations. It will be the responsibility of the Regional Federation(s) and/or National Association(s) organising and/or sanctioning the Event to ensure compliance with that requirement.
- 7.4.11 An application for sanction will not be deemed approved unless and until written confirmation is received. The Event organiser must not issue any formal invitations to participate in the Event unless and until all necessary sanctions have been granted and any relevant conditions have been satisfied.
- 7.4.12 In deciding whether or not to sanction a proposed Event (conditionally or otherwise), INF, Regional Federations and National Associations must act in accordance with their obligations as custodians of the sport, and must comply with all applicable laws relating to the proper exercise of regulatory powers by a sports governing body.
- 7.4.13 If an Event is not within a category of Events that have been recognised in advance as Sanctioned Events in accordance with clause 7.4.9, and the Event organiser does not apply for and obtain the necessary sanction for the Event, the Event will be an Unsanctioned Event.
- 7.4.14 To ensure clarity as to the status of an Event, all decisions to sanction an Event pursuant to clauses 7.4.1 to 7.4.6 must be confirmed in writing. In addition, INF will include details of all Events that it organises and/or has sanctioned in the INF events calendar, and Regional Federations and National Associations will include details of all Events that they organise and/or have sanctioned in their own respective official fixture calendars. Those calendars must be (i) made available by publication on the internet or similar, and (ii) updated regularly as necessary to ensure that they include details of all Sanctioned Events.

## 7.5 Issuing No-Objection Certificates

- 7.5.1 It is the responsibility of each National Association to establish a mechanism for the processing of applications from its players for No-Objection Certificates (where required). Applications may be granted on a conditional basis.
- 7.5.2 In deciding whether to issue a No-Objection Certificate (conditionally or otherwise), National Associations must act in accordance with their obligations as custodians of the sport, and must comply with all applicable laws relating to the proper exercise of regulatory powers by a sports governing body.
- 7.5.3 INF may review the decision of a National Association to issue or not to issue a No-Objection Certificate in relation to a particular Event, and may reverse or amend that decision as it sees fit where it considers that it was not in the best interests of the sport. Any such reversal or amendment will be final and binding on all parties provided that, before making any such decision, INF will give the National Association in question a full and fair opportunity to be heard.

7.5.4 For the avoidance of doubt, the prohibition on participation in Unsanctioned Events means that a No-Objection Certificate may not be issued in relation to participation in Unsanctioned Events.

### **APPENDIX ONE**

#### DEFINITIONS

**Appeal Panel** means a panel appointed pursuant to the Disciplinary and Dispute Resolution Regulations.

Articles means the Articles of Association of INF, as amended from time to time.

Board means the board of directors of INF, elected pursuant to the Articles.

**CAS** means the Court of Arbitration for Sport in Lausanne, Switzerland.

**CEO** means the chief executive officer of INF.

**Congress** means the Members of INF in general meeting, as referred to in the Articles.

**Country** means the whole country, state, territory or part of a territory under the jurisdiction of a National Association, as recognised by INF in its absolute discretion.

**Director** means a director of INF, elected pursuant to the Articles.

**Disciplinary and Dispute Resolution Regulations** means the disciplinary and dispute resolution regulations of INF, as amended from time to time.

**Disciplinary Officer** means the person appointed by INF to act on its behalf in matters arising under the Disciplinary and Dispute Resolution Regulations.

**Disciplinary Panel** means a panel appointed pursuant to the Disciplinary and Dispute Resolution Regulations.

**Dispute Panel** means a panel appointed pursuant to the Disciplinary and Dispute Resolution Regulations.

**Domestic Event** means an Event that is not an International Event.

**Event** means a Netball match, competition, tournament or event.

Finance Director means the person elected to that role pursuant to the Articles.

**Full Member** means a National Association that has been admitted as a full member of INF in accordance with the Articles.

General Regulations means these general regulations, as amended from time to time.

**Home National Association** means the National Association for whose national representative team the relevant player plays, last played or (if she has not yet played for any national representative team) is qualified to play. If a player is eligible to play for the national representative team of more than one National Association but has not yet played for any of them, she must designate one of those National Associations to be her Home National Association for the purposes of the Regulations on Sanctioned and Unsanctioned Events.

**INF** means the International Netball Federation Limited.

**International Event** means a duly-sanctioned match, competition or event contested by national representative teams or by teams under the jurisdiction of different National Associations or by teams representing different Regional Federations.

**International Club Event** means an International Event contested by teams under the jurisdiction of different National Associations (but not, for the avoidance of doubt, by national representative teams).

**Investigations Panel** means a panel appointed pursuant to the Disciplinary and Dispute Resolution Regulations.

Member means an entity that has been admitted as a member of INF in accordance with the Articles.

Memorandum means the Memorandum of Association of INF, as amended from time to time.

National Association means a national governing body of Netball.

**Netball** means the sport of netball and other derivatives of the game as determined by the Board from time to time.

**No-Objection Certificate** means a document issued by a player's Home National Association, certifying that it has no objection to her participation in an Event organised and/or sanctioned by another National Association.

President means the person elected to that role pursuant to the Articles.

Region means one of the following areas: Africa, Asia, Europe, Oceania and the Americas.

Regional Federation means a regional federation established in accordance with the Articles.

**Regulations** means any rules, regulations, codes or policies made by or on behalf of INF, as amended from time to time.

**Regulations on Sanctioned and Unsanctioned Events** means the regulations on sanctioned and unsanctioned events set out in section 7 of these General Regulations, as amended from time to time.

Rules has the meaning given to that term in clause 3.1.

**Sanctioned Event** means any International Event organised and sanctioned in accordance with clauses 7.4.1 to 7.4.3, and any Domestic Event organised and sanctioned in accordance with clauses 7.4.4 to 7.4.6.

**Special Resolution** means any resolution duly passed at any meeting by 75 per cent or more of those persons attending and entitled to vote or, in the case of a written resolution, duly passed by 75 per cent or more of those persons entitled to receive a copy of the resolution.

**Unsanctioned Event** means an Event that is not a Sanctioned Event.

Vice-President means the person elected to that role pursuant to the Articles.