

MLS NEXT RULES & REGULATIONS 2020-2021

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I. <u>OVERVIEW</u>

The elite youth development platform known as MLS NEXT ("MLS NEXT" or the "Program" or "League") is an elite youth soccer competition platform with the mission of providing world class training, development, and competition for select young men between the ages of 11-18 across the United States and Canada. PDev will also provide, as part of MLS NEXT, a professional player and elite development pathway for future college players. MLS NEXT is organized, managed, and administered by Player Development, L.L.C. ("PDev"), a subsidiary of Major League Soccer, L.L.C. ("MLS"). MLS NEXT includes league and postseason competition, as well as other development-focused initiatives.

Each Member Club must comply with these MLS NEXT Rules and Regulations, along with its respective MLS NEXT Membership Agreement, the MLS NEXT Commercial Marketing Guidelines, the MLS NEXT Style Guide, the MLS NEXT Disciplinary Code, the MLS NEXT Concussion Protocol, the PDev Safety and Wellbeing Policy (including its compliance framework and the SafeSport Code), and any other rules, regulations, policies, guidelines, procedures, or directives of PDev, including, without limitation, any other organizational agreements of PDev and its affiliates (in each case, as they exist on the date hereof and as they may be amended, restated, supplemented, or otherwise modified from time to time by PDev) (collectively, the "MLS NEXT Rules").

PDev reserves the right, in its sole and absolute discretion, to, at any time, (i) modify, amend, restate or supplement these MLS NEXT Rules and Regulations and any other MLS NEXT Rules, (ii) create exceptions to, or otherwise waive, any of these MLS NEXT Rules and Regulations or any other MLS NEXT Rules, or (iii) rescind these MLS NEXT Rules and Regulations or any other MLS NEXT Rules. In the event of a change of these MLS NEXT Rules, PDev will make best efforts to provide Clubs with advance notice.

II. <u>DEFINITIONS</u>

Capitalized terms shall have the definitions ascribed to them in this section. Capitalized terms not defined in this section but defined in other sections of the Rules and Regulations ("Rules") will have the meaning ascribed to them in those sections.

"Affiliation" – means a collaboration based on a partnership between a Club and a non-MLS NEXT club and confirmed in a written document that is signed by PDev and approved by the board of directors of each such club.

"Canada Soccer" – means the governing body for soccer in Canada.

"Club" – means a soccer club participating as a Member of the MLS NEXT.

"Club Representative – means any Club personnel, including but not limited to, any Club employees, Coaches, trainers, team administrators, other support or volunteer staff that assist the Club in connection with the MLS NEXT Season.

"Coach" – means an individual that performs the duties and services as may be assigned to an individual by a soccer club regarding the training of youth soccer players, including but not limited to (i) conducting and supervising the team's practices, training camps and training sessions, (ii) coaching the team in all competitions and games, (iii) preparing for all games played by the team, including developing game strategies, (iv) overseeing off-season player development programs for the team, (v) consulting and advising with respect to the team's roster and player trades, (vi) directing and supervising the team's coaching staff, (vii) enforcing club and league rules, and/or (viii) participating in promotional, sponsorship and public relations activities.

"Competitive Season" – means the period of time between the first official MLS NEXT Game scheduled by PDev and the final official MLS NEXT Game scheduled by PDev.

"Division" – means the grouping of teams that compete against each other in the Regular Season and whose performance and standings are tracked and reported together.

"Fixture" – means a set of scheduled games of multiple age groups versus one opponent.

"Game" – means any soccer match played between two MLS NEXT Clubs or any match organized by PDev as part of an MLS NEXT Competition

"Game Day Roster" – means the official Game day Roster that each MLS NEXT Team must create and submit to the referee prior to an MLS NEXT Game.

"Game Decision" – means events or matters that have a direct effect on games, excluding disciplinary matters, including, but not limited to, the eligibility of Players, the state of the field, accessory game equipment, crowd behavior, and stadium installations.

"Game Official" – means the referee, assistant referees, fourth official, game commissioner, referee inspector, the person in charge of safety, and/or any other persons appointed by PDev and/or PRO to assume responsibility in connection with a Game.

"Game Report" – means a form submitted by Game Officials that records Game data on the field of play, including but not limited to, a win, loss, tie, goals scored for, goals scored against, total points achieved, misconduct, suspensions, and injuries.

"Infraction" – means any violation or alleged violation of the MLS NEXT Rules, or any action or alleged action that is against the spirit of the MLS NEXT Rules.

"Lifetime Ban" – means permanently prohibiting an individual from being an MLS NEXT Participant.

"Member" – means any soccer club whose application for membership in MLS NEXT has been accepted and that has signed a Membership Agreement and paid a performance bond in the amount directed by PDev.

"Membership Agreement" – means the document that details the rights and obligations of each MLS NEXT Club; a fully executed membership agreement is required for a Club to become a valid member of MLS NEXT.

"MLS NEXT Championships" – means the MLS NEXT competition held at the conclusion of the MLS NEXT Playoffs that determines the MLS NEXT national champion for the U-15 through U-19 age groups, respectively.

"MLS NEXT Competition" – means the MLS NEXT schedule, collectively referring to friendly matches, MLS NEXT Regular Season matches, MLS NEXT Showcases, MLS NEXT Playoffs, and MLS NEXT Championships (each as applicable), featuring at least one Club and organized by the MLS NEXT.

"MLS NEXT Event" – means any MLS NEXT Game, MLS NEXT Showcase, meeting, or any other activity organized by PDev as part of MLS NEXT.

"MLS NEXT GM" – means the MLS NEXT general manager.

"MLS NEXT High School Waiver" – means the waiver form that must be completed in the event that a registered full-time player's admission or scholarship at a private high school requires their participation on the school's high school soccer team.

"MLS NEXT Participant" – means any Player, Club, Club Representative, Coach, Game Official, parent, administrator, spectator, or volunteer that attends or participates in an MLS NEXT Event.

"MLS NEXT Playoffs" – means the MLS NEXT Competition held at the conclusion of the MLS NEXT Regular Season among the qualifying teams from the U-15 through U-19 age groups, culminating in, but not, the MLS NEXT Championships.

"MLS NEXT Pre-Season" – means the three-to-four-week period before the start of the MLS NEXT Regular Season

"MLS NEXT Post-Season" – means the MLS NEXT Playoffs and the MLS NEXT Championships.

"MLS NEXT Program Staff" – means those individuals that work on behalf of Player Development, L.L.C. to execute all MLS NEXT Events.

"MLS NEXT Regular Season" – means the time period beginning on a date set by PDev (typically in September) and concluding on a date specified by PDev before the beginning of the MLS NEXT Playoffs during which MLS NEXT Competition between Clubs occurs, inclusive of regional and winter MLS NEXT Showcases, and counting towards points for regular season standings.

"MLS NEXT Season" – means the entire year of competitive and non-competitive programming organized by PDev as MLS NEXT Events, including, but not limited to MLS NEXT Pre-Season, MLS NEXT Regular Season, MLS NEXT Post-Season any other events organized by PDev.

"MLS NEXT Showcase" – means the MLS NEXT Competition held regionally and nationally by PDev across select age groups. Club participation is mandatory at MLS NEXT Showcases unless otherwise stated by PDev.

"MLS NEXT Technical Standards" – means all rules and guidelines related to the technical soccer standards of any MLS NEXT Competition.

"MLS NEXT Waiver" – means the waiver and release document that is required to be signed by all Players (and, to the extent applicable, Players' parents/legal guardians), and Club Representatives.

"MLS NEXT Website" – means the official MLS NEXT website, which is currently mlsnext.soccer (subject to change from time to time).

"Player" – means an individual that has registered with the MLS NEXT and is eligible to be added to a Roster.

"Player Add" – means the number of players added to a Club between September 1, 2020 through April 2, 2021; Clubs may add a Player as new full-time Player, transfer a Player to another Club, or add a Future Player as a full-time Player.

"Protest" – means an objection of any kind related to a Game Decision.

"Roster" – means the list of Players and Club Representatives registered to participate on a Team.

"Sanctions" – means a penalty or other discipline to enforce compliance with MLS NEXT Rules.

"Team" – mean any grouping of Players by age by a Club to play in MLS NEXT Competitions.

"USSF" – means the United States Soccer Federation.

III. SAFESPORT, ANTI-ABUSE, AND SAFETY COMPLIANCE FRAMEWORK

PDev is committed to making soccer the preeminent sport in the United States by serving athletes, our members, and their fans. The PDev Safety and Wellbeing Policy, which incorporates policies mandated by federal law, the U.S. Center for SafeSport (the "Center"), and Canada Soccer's equivalent SafeSport policy, as well as the U.S. Soccer Federation, represents a foundational structure for building a soccer community where all participants, be they athletes, coaches, referees, parents, administrators, or volunteers, play an active role in creating a soccer atmosphere free of all forms of emotional, physical, and sexual misconduct.

The PDev Safety and Wellbeing Policy is incorporated into the MLS NEXT Rules and Membership Agreement and can be found on the PDev website. Failure of any MLS NEXT Participant age 18 or over to comply with the PDev Safety and Wellbeing Policy will subject the non-compliant MLS NEXT Club and/or MLS NEXT Participant to discipline in accordance with the MLS NEXT Disciplinary Code and the PDev Safety and Wellbeing Policy.

IV. GOVERNANCE AND ORGANIZATION

a. <u>PDev's Authority & Discretion</u>

MLS NEXT is organized, managed, and administered by PDev, a subsidiary of MLS. By signing the MLS NEXT Membership Agreement, Clubs agree that the decision-making and policy-setting of PDev, including, but not limited to, setting forth the MLS NEXT Rules, setting a competition schedule, and imposing a framework for issuing discipline, shall be made by PDev in its sole and absolute discretion.

b. <u>Committee Structure</u>

PDev believes that the input, collaboration, and expertise of its Clubs will enhance its success. Therefore, PDev will endeavor to receive input from committees ("Working Groups") in areas such as: competition, environment, individual growth, player identification, recruitment, and commercial opportunities. These Working Groups will provide recommendations to PDev (which will retain final decision-making authority.)

In addition, PDev may create additional Working Groups during the 2020-2021 MLS NEXT Season, or future seasons, to ensure engagement and collaboration with key soccer stakeholders in the U.S. and Canada.

c. <u>Discipline</u>

Any and all Infractions may subject a Club or an MLS NEXT Participant to discipline under the MLS NEXT Disciplinary Code. Should a Club or MLS NEXT Participant be found in violation of any of the MLS NEXT Rules, penalties may vary based on the type and frequency of the infraction and may result in denied participation in MLS NEXT Competitions and MLS NEXT Events, fines, expulsion from the Program, among other potential penalties in PDev's sole and absolute discretion. For more information, please see the MLS NEXT Disciplinary Code.

V. <u>MLS NEXT MEMBERSHIP</u>

a. Consideration For Membership

Each club that wishes to participate in MLS NEXT must submit a completed application prior to the application deadline determined by PDev to be considered for admission into the Program. The precise criteria that will be applied in assessing applicant clubs will be determined by PDev in its sole and absolute discretion. However, it is expected that the following factors, among others, may be considered, with the weight of each factor to be decided by PDev in its sole and absolute discretion:

- i. Club philosophy
- ii. History of elite player development
- iii. Strength of current and potential player pool
- iv. Expertise and Credentials of Coaches and Technical Staff"
- v. Daily performance environment, including training, games, facilities, staff

support, non-soccer programs, etc.

- vi. Ability to reduce or eliminate costs to the player
- vii. Geography
- viii. Disciplinary history
- ix. History of diversity and inclusion

The MLS NEXT Program Staff will aim to review and evaluate each application by January 1 of each calendar year.

Once the MLS NEXT Program Staff have reviewed the submitted applications, the MLS NEXT Program Staff will conduct live (virtual) interviews with clubs under consideration and gather feedback from local and national references.

PDev will make the final determination regarding which clubs are accepted and offered the opportunity to become Members of MLS NEXT. An accepted club will not become an MLS NEXT Member until the club has agreed to abide by all MLS NEXT Rules, posted the required performance bond and entered into a fully executed MLS NEXT Membership Agreement.

b. <u>Maintaining Eligibility</u>

To remain in good standing, Clubs must remain in compliance with the MLS NEXT Rules. In addition, PDev reserves the right to conduct evaluations of any Clubs; such evaluations may include both technical and administrative criteria, as determined by PDev in its sole discretion, as well as a review of Club's compliance with the MLS NEXT Rules. In the event PDev determines that a Club is not in compliance with such criteria or any of the MLS NEXT Rules, the Club may be subject to discipline, up to and including removal from MLS NEXT.

c. <u>Withdrawal of a Club</u>

In the event a Club withdraws from MLS NEXT without finishing its scheduled MLS NEXT Season, the Club shall forfeit its Membership and performance bond, and the following will apply:

- i. If at least half of the full schedule of MLS NEXT Games for the Club in question has been played, all resulting scores stand as validated by PDev;
- ii. If less than one-half of the full schedule of MLS NEXT Games for the Club in question has been played, these completed games will be deleted from the standings; and
- iii. In the sole and absolute discretion of PDev, any remaining MLS NEXT Games shall either be recorded as a forfeit victory for the opponent and/or rescheduled, as may be appropriate.

d. <u>Termination</u>

Pursuant to the MLS NEXT Membership Agreement, PDev reserves the right to terminate any Club's MLS NEXT Membership at any time for failure to meet MLS NEXT Technical Standards, violation of any of the MLS NEXT Rules, or taking or failing to take any action that frustrates the purpose or intent of any MLS NEXT Rules, in each case such determination shall be in accordance with the PDev Disciplinary Code.

VI. <u>CLUB NON-FINANCIAL RESPONSIBILITIES</u>

a. Compliance with MLS NEXT Rules

All Clubs and MLS NEXT Participants are required to comply with the MLS NEXT Rules. PDev reserves the right to decide how to enforce the MLS NEXT Rules, in its sole and absolute discretion. Should a Club or any MLS NEXT Participant associated with that Club be found in violation of any of the MLS NEXT Rules, the Club's standing and Membership in MLS NEXT, or the individual's participation in MLS NEXT, may be jeopardized, as further described below. In addition, the MLS NEXT Rules are subject to change from time to time. Although PDev makes every effort not to modify the MLS NEXT Rules mid-season, PDev reserves the right to amend or enact new policies at any time, particularly to the extent required by applicable law, the U.S. Olympic and Paralympic Committee, or the Center, or otherwise where PDev believes it is in the best interest of MLS NEXT and/or the safety of its Players. In the event of a Change of these MLS NEXT Rules, PDev will make best efforts to provide Clubs with advance notice.

Subject to any applicable laws, PDev may use any information in determining disqualifications for participation in MLS NEXT in PDev's absolute discretion. Such information may include, without limitation, conviction of any felony, gross misdemeanors, violation of MLS NEXT Rules, or driving offenses, including, but not limited to: loss of license, reckless driving, impaired driving, or a DUI.

Any person accused of physical or sexual misconduct or otherwise violating the PDev Safety and Wellbeing Policy may be suspended or placed in alternate position by PDev until the matter is resolved. Regardless of criminal or civil guilt in the alleged abuse, as the continued presence of the person could be detrimental to the reputation of the organization and could be harmful to the participants. A person who is accused, but later cleared, of charges may apply to be reinstated to eligibility within MLS NEXT in PDev's sole and absolute discretion. Reinstatement is not a right, and no guarantee is made that they will be reinstated to their former position or any other position within the MLS NEXT ecosystem.

b. <u>Reporting Obligations</u>

Failure by Member Clubs and Covered Persons (as defined in the PDev Safety and Wellbeing Policy) to promptly report violations of the PDev Safety and Wellbeing Policy and SafeSport Code constitute a violation of the MLS NEXT Rules. Clubs and Covered Persons are also encouraged to report pertinent situations which appear to be in non-compliance with the MLS NEXT Rules to PDev. Reporting non-compliance on the part of other Clubs should not be viewed as a negative, but rather as a positive attempt to maintain consistent standards that ensure professionalism and fairness, both on and off the field.

c. <u>Conduct</u>

Each Club must, upon PDev's renewal of a Club's membership in MLS NEXT, execute and deliver their annual Membership Agreement to PDev prior to the start of the upcoming season. In the event a Club does not renew their MLS NEXT Membership by executing their annual Membership Agreement and paying the performance bond as directed by PDev, such Club will not be permitted to participate in MLS NEXT Events for that year. In the event a Club does not provide adequate notice (at least thirty (30) days) of such non-renewal, the Club will forfeit their performance bond. Each Club shall be responsible for the conduct of all Club MLS NEXT Participants, including but not limited to its Club Representatives and Players, parents, volunteers, and spectators.

d. <u>Development</u>

- i. Training Days:
 - 1. Each Club team at the U-14 through U-19 age groups is expected to hold at least four (4) training sessions per week while the team is competing during the MLS NEXT Season.
 - 2. Teams competing in the U-13 age group are expected to train a minimum of three (3) times per week throughout the duration of the MLS NEXT Season.
- ii. Rest Days:
 - 1. Each Club team at the U-13 through U-19 age groups is expected to provide at least one (1) day of rest per week during the MLS NEXT Season.

VII. OUTSIDE COMPETITION

a. <u>Permissible Outside Competition</u>

Clubs may participate in elite tournaments outside of MLS NEXT, in each case subject to approval by PDev (and in the event of international tournament participation, additional PDev, USSF, and/or Canada Soccer approvals may be required.) Clubs will only be permitted to participate in approved competitions and events that follow the MLS NEXT Technical Framework and are in compliance with the standards outlined in the MLS NEXT Outside Competition Standards. Club participation in outside competition without prior approval may result in discipline.

To request permission, the Club must submit to PDev an MLS NEXT Outside Competition Application, including a roster and all necessary background information, to PDev no later than eight (8) weeks before the event. In the event the Team plans to travel internationally, Clubs must also submit the appropriate documentation to the USSF (if Club is U.S. based) or Canada Soccer (if Club is Canada based.)

The PDev Safety and Wellness Policy and the prevention policies therein remain applicable to any Club traveling internationally.

b. <u>Player Participation in Outside Competitions</u>

Club Players must meet all attendance and participation requirements under the MLS NEXT Rules and under any individual Club requirements with respect to training and MLS NEXT Games for their Club during the MLS NEXT Season. Absent extenuating circumstances (to be determined by PDev and the Club), the failure to meet those requirements should result in the Player's removal from the Club. PDev strongly encourages Clubs to ensure that Players meet the attendance and participation requirements – Clubs that do not take appropriate action to ensure that such attendance and participation requirements may be subject to Sanctions.

Clubs may not permit any full-time Club Player to participate in non- MLS NEXT soccer activities during the MLS NEXT Season, except as set forth in this Section and in connection with a Player's National Team duty and/or Youth National Team Identification Center participation. Clubs will be held accountable for the actions of their Players and Club Representatives, as well as the Club's parents, spectators, and volunteers. Club Players will be subject to discipline by both their own Club and PDev.

c. <u>Player Participation in Middle and High School Soccer</u>

Club Players must agree to forgo participating simultaneously in both (1) MLS NEXT and (2) high school or middle school soccer.

Except as set forth herein, players who participate in high/middle school soccer are ineligible to participate in MLS NEXT Events.

Only players who have been granted a waiver by PDev will be allowed to remain on their Club's Roster during the high school soccer season (waivers are not available for middle school). This waiver must be granted by PDev before September 12, 2020, to be considered for the Roster exemption for the 2020-2021 MLS NEXT Season. The waiver eligibility guidelines are as follows and further information may be found in the MLS NEXT High School Waiver:

- i. The Player received or will receive financial aid dependent on high school soccer participation.
- ii. The Player has been accepted into a private high school based on soccer participation.

Although Clubs are not limited to a specific number of waivers, the number is naturally self-limiting to field a full Team throughout the MLS NEXT Season.

Full-time Players registered with a Club who do not meet waiver eligibility and choose to play with their high school team will not be allowed to re-enter the Program during the same MLS NEXT Season after participating in the high school season with their current or a different Club.

d. <u>College Camps</u>

Club Players will be permitted to attend winter college camps, provided that the MLS NEXT Coach has approved attendance in advance. The following guidelines are in place for college camps:

- i. The camp may be no longer than three (3) days in length;
- ii. The Player may only attend one (1) camp per school per year;
- iii. The Player may not attend a camp if it falls during the MLS NEXT Competitive Season or is equal to or less than one (1) week prior to the start of the competitive MLS NEXT Season; and

College summer camps that fall outside of the MLS NEXT Season do not apply and Players may attend such camps without needing to request a waiver.

No insurance coverage provided by PDev will cover any occurrences arising out of attendance in college winter camps, summer camps or other non-MLS NEXT activities.

VIII. EXPECTATIONS OF CLUBS

a. Training and Game Expectations

All Clubs are required to complete their entire MLS NEXT Regular Season schedule, as well as required to attend all MLS NEXT Events scheduled for their age groups unless such training or match participation would be a violation local government directives or recommendations related to COVID-19 ("COVID-19 Directives,") or if Club believes in good faith that holding the match would pose a health and safety risk to its MLS NEXT Participants due to COVID-19. As further detailed in the MLS NEXT Membership Agreement, failure to field a Team for a scheduled MLS NEXT Game resulting in a forfeit will cause the Club to surrender their performance bond (\$5,000) and submit a new bond (\$5,000) before the next scheduled Fixture or Game. All forfeits are subject to additional fines and disciplinary action at the discretion of PDev. Any Club forfeiting an MLS NEXT Game due to failing to field a Team during their Membership in MLS NEXT may be removed from the Program in PDev's sole and absolute discretion.

Clubs are responsible for adhering to all Game Day policies and procedures outlined and explained in the MLS NEXT Game Day Guide. Clubs should make efforts to acquire the best facilities possible. Clubs must train and play home MLS NEXT Games within reasonable geographic proximity to their Club's home location unless approved by PDev. If a Club is unable to provide a home field that meets MLS NEXT minimum standards, the Club may be asked to relocate to an alternate location or may lose the right to host MLS NEXT Games.

b. <u>MLS NEXT Meeting Attendance</u>

The Club must send at least one (1) Club director and one (1) Club administrator to each MLS NEXT meeting or conference call as scheduled by PDev, unless otherwise notified.

c. <u>Recruiting Players/Territories</u>

No Club has exclusive territory rights. Clubs may recruit players for participation on Clubs from any geographic region. However, Clubs are subject to Player transfer limitations, as set forth herein. Prior to contacting a Player on another Club, Clubs are expected to contact the Player's current MLS NEXT Club director and request permission to speak with the Player or invite the Player to any Club meeting or training session. If the Player's current MLS NEXT Club director does not grant another Club permission to speak with the Player, but the other Club nevertheless contacts the Player, then the Club that made the prohibited contact will be subject to disciplinary action, which may include, but is not limited to, monetary fines or limitations on conducting future transactions. These MLS NEXT Rules do not in any supersede or invalidate any other territorial restrictions to which a Club may be subject.

IX. <u>CLUB FINANCIAL RESPONSIBILITIES</u>

a. <u>Performance Bond</u>

As further described in the MLS NEXT Membership Agreement, each Club will be required to post a performance bond of \$5,000 prior to being declared an official MLS NEXT Member. In the event PDev does not approve the Club for renewed membership, PDev will return the Club's performance bond. In the event a Club is removed from MLS NEXT for any reason outlined in the MLS NEXT Rules or a Club's Membership Agreement, the performance bond shall be forfeited by the Club and Club shall have no further rights regarding the performance bond.

b. <u>Travel Costs</u>

All costs associated with the travel to MLS NEXT Competitions (other than as described in the MLS NEXT Post-Season Guide) are the responsibility of the individual Clubs. Clubs will make best efforts to use the travel and lodging providers desginated by MLS NEXT.

c. <u>Training/Coaching Costs</u>

All costs associated with the training and coaching of a Club are the responsibility of the individual Club.

d. <u>Administrative Costs</u>

All costs associated with running a Club, including, without limitation, all insurance premiums and deductibles required by the MLS NEXT Rules or otherwise, are the responsibility of the individual Club.

e. <u>Registration Costs</u>

All Club Players and Club Representatives who will be allowed on any Club Team's sideline during an MLS NEXT Game must register with PDev to participate in MLS NEXT. As detailed in the MLS NEXT Membership Agreement, registration fees for the upcoming season shall be \$50 per participating individual. MLS NEXT Coaches and Club Representatives do not need to pay more if coaching across different age groups or serving in multiple roles. Fees are subject to change in PDev's sole and absolute discretion upon reasonable notice to Clubs.

f. Equipment Costs

Other than game balls and any other equipment that MLS NEXT elects to provide in its sole discretion, all costs associated with equipment are the responsibility of the individual Club.

g. Facility Costs

All costs associated with securing a facility for training and home MLS NEXT Games are the responsibility of the individual Club. The host Club is responsible for covering facility parking fees (if applicable) for the Game Officials, visiting Club Representatives, and team transportation (e.g., bus/van) for MLS NEXT Games.

h. <u>Referee Fees</u>

The home team will cover referee, assistant referee and assignor fees for all age groups in MLS NEXT Games during the MLS NEXT Regular Season that are scheduled by PDev. The home and visiting teams will split previously stated referee fees for all age groups at MLS NEXT Games which are not part of MLS NEXT Regular Season, including MLS NEXT Showcases, MLS NEXT Playoffs, and MLS NEXT Championships.

i. <u>Fines/Penalties</u>

PDev reserves the right to assess fines and/or sanctions for Infractions, as outlined in the MLS NEXT Disciplinary Code. All of the money collected in fines will be reinvested in initiatives to eliminate or reduce costs for Players to participate in MLS NEXT.

j. <u>Certificate of Insurance</u>

Each Club shall carry and maintain liability insurance and, upon request by PDev, shall provide PDev with certificate(s) of insurance evidencing the Club's insurance coverage in the amounts and for the coverages required by PDev.

k. <u>Other</u>

Unless otherwise indicated in these regulations, all expenses related to a Club are the responsibility of the participating Club.

X. <u>FINANCIAL SUPPORT PROVIDED BY PDEV</u>

a. Secondary Player Medical Insurance

PDev provides secondary medical insurance for each Player. This medical insurance is secondary to (i.e., excess over) the Player's personal health insurance and only covers injuries occurring during MLS NEXT Games, MLS NEXT training, MLS NEXT tryouts, and MLS NEXT tournaments. For the avoidance of doubt, this medical insurance does not cover MLS NEXT Coaches, other staff, or spectators. Further, PDev will not cover health insurance for Players that drop their primary health insurance after joining PDev. Sublimits, deductibles, coinsurance, and other conditions may apply.

b. Background Check Costs

PDev will cover all costs associated with the background checks required in MLS NEXT Rules and conducted through the PDev registration system by PDev's selected vendor.

c. ImPACT Baseline Tests

PDev will cover all costs associated with the administration and delivery of individual ImPACT baseline tests that are required for all Players on an annual basis.

XI. <u>REGISTRATION</u>

a. <u>General</u>

PDev will collect the personal information of Players and Club Representatives via its online registration system software, to the extent such information is necessary to enable PDev to provide services (e.g., match execution.)

PDev shall have the authority to establish additional procedures, including deadlines, for registration of Players through the registration software.

b. <u>Club and Club Representative Registration</u>

i. Club Registration

All Clubs must register their respective Clubs through the online registration process via the registration platform designated by PDev, which shall include the following:

- Registration of Club in PDev's designated soccer registration software.
- Paying a \$50 registration fee for each individual that will be on the field or sideline for a Club during a Game.
 - ii. Club Representative Registration

All Club Representatives seeking to work with any Player, including, without limitation, volunteers, any Covered Person as defined in the PDev Safety and Wellbeing Policy, registered Health Care Professionals ("HCP") and Certified Athletic Trainers ("ATC") at any practice, MLS NEXT Game, or other MLS NEXT Event must be fully registered. Names and photos are created digitally through the MLS NEXT registration software and will be used to check in Club Representatives who will be in the Club's technical area via the Game Day Roster. A maximum of five (5) MLS NEXT Coaches/staff members (not including HCP/ATC) from a Club may be in the technical area during an MLS NEXT Game and all must have a photo within the Game Day Roster.

To request approval, all Club Representatives and volunteers must complete the online registration process through PDev via the designated platform by:

- Completing the PDev-mandated background check;
- Uploading a photo of themselves;
- Completing the U.S. Center for SafeSport's Core Training¹ ("Core Training") (for initial approval) or, if the Core training has already been completed, the official SafeSport

¹ Pursuant to the PDev Safety and Wellbeing Policy, PDev will make its SafeSport training code available for the use of any PDev affiliate (including all clubs with which Clubs are affiliated), upon request and at no additional cost. Contact PDev for more details.

refresher course for each subsequent season (available in your training account at www.safesport.org)

- Completing the CDC HEADS UP concussion training; and
- Submitting a signed MLS NEXT Waiver for the applicable season.

NOTE: Individuals subject to disciplinary action by the Center or PDev, whether a temporary or final measure, will not be permitted to participate in any MLS NEXT Events. Clubs are advised to consult the on-line disciplinary records at <u>www.safesport.org</u> as part of their employment background screening process.

Any Club that allows unapproved personnel to participate in any MLS NEXT activity risks termination of their MLS NEXT Membership and agrees to indemnify and otherwise hold PDev and all other Clubs harmless from any resulting liability.

iii. Additional MLS NEXT Coach and MLS NEXT Director requirements.

All MLS NEXT Coaches are required to adhere to the MLS NEXT's Coaching Education standards and hold a minimum 'USSF B' license (or equivalent as recognized by MLS NEXT staff). All MLS NEXT Club directors must hold a minimum 'USSF A' license (or equivalent as recognized by MLS NEXT Program Staff), including but not limited to the Elite Formation Coaching License (EFCL) or U.S. Soccer Academy Directors' Course.

c. <u>Player Registration</u>

All individuals seeking to play for an MLS NEXT Club must be fully registered. Names and photos are created digitally through the MLS NEXT registration software and will be used to check in players who will be in the Club's technical area via the Game Day Roster.

All players must complete the online registration process through PDev via the designated registration platform, including the following:

- i. Execute the MLS NEXT Waiver;
- ii. Complete an ImPACT Baseline Test;
- iii. Provide medical insurance information;
- iv. Complete all aspects of the MLS NEXT registration process and not be subject to suspension.
- v. (For players over the age of 18) Complete SafeSport training

d. <u>Coach Apprentice Program</u>

The Coach Apprentice Program is designed to provide a pathway for coaches who currently hold a USSF D License or above and who are working towards a USSF B License to be approved as apprentice coaches in MLS NEXT. For more information on the Coach Apprentice Program, please click here.

e. <u>Compliance with the MLS NEXT Registration Process</u>

- i. PDev may disapprove, deny registration to, and/or disqualify any individual, and/or deny Membership to or otherwise discipline any Club, which employs or utilizes any individual who either fails to comply with the registration procedures, falsifies information, violates the MLS NEXT Rules, or as a result of such procedures is determined by PDev to be unfit to continue in their current position.
- ii. Anyone who forges a document or falsifies an authentic document or uses a forged or falsified document to deceive in legal relations may be Sanctioned.

XII. PLAYER ELIGIBILITY AND ROSTERING

a. <u>Eligible Players</u>

To be considered an eligible Player, any Players listed on any Club Roster must meet the age requirement for their Club, completed the registration process outlined in Section XI(c), have paid the registration fee, and must not be subject to a Suspension (to serve a suspension, a Player is required to sit for the entire subsequent match day; the Player is not eligible to play with an older age group on the day the Player serves the suspension.)

Players can only be approved and made eligible by PDev.

Players not listed on a Club's Roster or any Player listed on a Club's Roster but not eligible to play, due to reasons such as missing MLS NEXT registration forms, awaiting international clearance, serving a suspension, or not being listed on the official Game Day Roster and line-up sheet, shall be considered an ineligible Player. A Club using an ineligible Player during an MLS NEXT Competition may be subject to a fine or sanction as determined by PDev and/or a forfeit (by a 0-3 margin) of any MLS NEXT Games in which the ineligible Player participated.

Each participating Club shall ensure the following when selecting its Players for each age group in an MLS NEXT Competition:

- i. all Players remain subject to PDev jurisdiction;
- ii. all Players shall be eligible for participation in accordance with the relevant MLS NEXT and FIFA regulations;
- iii. all Players shall meet the applicable age requirements:

Age Group	Born on or After
U-13	January 1, 2008
U-14	January 1, 2007
U-15	January 1, 2006
U-16	January 1, 2005
U-17	January 1, 2004
U-19	January 1, 2002

Players that have participated or are participating in any college program at any level (Division I, Junior College, etc.) are not permitted to participate in any MLS NEXT Events unless the MLS NEXT Club seeking to register such a Player is granted approval by PDev following Club's submission of an MLS NEXT Player Reinstatement Form. As further described in the MLS NEXT Player Reinstatement Form, examples in which PDev may allow such Players to participate in MLS NEXT include, but are not limited to, the following:

- An MLS NEXT age-eligible Player who is under a professional contract with an MLS NEXT Club's professional Affiliate.
- A college player who is no longer participating in their college program and remains age eligible and can commit full-time to all MLS NEXT training.

- College players that are either enrolled and not actively Rostered, or players that have been enrolled in university and withdrawn, who prefer to use MLS NEXT full time as the avenue to further their development.
- An MLS NEXT Player who participated regularly as a full-time Player in the fall season with a Club and subsequently left the MLS NEXT environment for the spring college season (such Players may be reinstated to the MLS NEXT Club for the remainder of the 2020-2021 season after his spring college season concludes.)

If a Player takes part in an official Game despite being ineligible, the Club may be Sanctioned by forfeiting the game. Additional Sanctions may be imposed by PDev against the Player or the Club.

b. MLS NEXT Club Roster

i. Game Day Rosters

Each Team must create and submit a Game Day Roster via a digital match Roster Form to the referee prior to an MLS NEXT Game. Each Game Day Roster must include all Players and Game day Club Representatives. Clubs are responsible for verifying the accuracy of Game Day Rosters and signing a completed copy from the referee crew after the game. PDev will update MLS NEXT Rosters weekly on the MLS NEXT registration website to reflect any suspensions, additions or drops, or other eligibility issues.

ii. General:

Each Club Roster shall be published on the MLS NEXT Website and shall be considered the official MLS NEXT Roster of the Club. The date by which each Club must provide an initial MLS NEXT Roster for the 2020-2021 season is September 1, 2020. Each Club's Roster may average no more than twenty-four (24) Players across each age group based on the minimum of 11 full-time Players and a maximum of 13 Future Players. Roster maximums can vary from one age group to another so long as the full-time minimum and part-time maximum limits for number of Teams are followed. There is no limit to the number of Rostered Players that do not have United States citizenship.

iii. Full-Time Player Adds:

Clubs will have one period during the MLS NEXT Season (September 1, 2020 through April 2, 2021) at which time Players may be added as full-time (either adding a new full-time Player, a Player transfer from one Club to another, or moving a Future Player to full-time status).

The Club will have a total of six (6) Player Adds per Team with the discretion to allocate the Player Adds across their Teams as they see fit. The total number of full-time adds should not exceed the number of Teams multiplied by six (6) and can only be utilized during this window. For example, a Club with only U-15 and U-17 teams can add up to, but not exceeding, twelve (12) total Players across the two teams.

Clubs that pass a Player on to a Club with a professional pathway will not be charged with using a Player Add to replace that individual.

Any unused Player Adds cannot be utilized beyond the deadline unless a Club is promoting a Future Player (added before the deadline) to full-time after the Player Add window and has an open Roster slot.

iv. Injured Players:

If a Club is operating at the Roster maximum, it may replace a Player with a serious injury (as supported by written documentation from a medical professional detailing the injury) with a new Player in their Roster spot. If the injured Player is medically cleared to return during the MLS NEXT Season, the Club may allow him to replace the Player that took his Roster spot with no deduction of Roster adds.

v. Player Transfers / Releases

Any eligible individual is free to sign with any Club during the off-season, subject only to meeting a given Club's registration deadlines/eligibility requirements. Once a Player has signed the MLS NEXT Waiver and registered with a specific Club, the Player will need to follow the formal transfer process to participate with another Club during the same MLS NEXT Season.

A Player who wishes to transfer to a new Club during the Season is required to obtain a release from his original Club in writing before transferring or communicating with another club. Transfers must be sent to PDev, which shall review and have the authority to approve or deny a transfer of a Player in its sole and absolute discretion.

Prior to approval by MLS NEXT of a transfer request, Players may not train or otherwise participate with a Club with which they are not officially registered. If a Player trains with another Club prior to receiving a release, he or she may not be permitted to transfer to that Club. Transfer of a Player from one Club to another shall be treated like any other additions to the Club.

Any transfer Player will not be allowed to compete in all head-to-head MLS NEXT Regular Season Fixtures and MLS NEXT Games between his former and new Club, regardless of being released by his previous Club (this does not apply to preseason or the MLS NEXT Post-Season), unless his former Club allows such Player to do so by writing to PDev. If there are no head-to-head Fixtures that remain in the current season, the Player will be eligible to participate, pending service of any other suspensions.

vi. Future Players

Clubs may add up to an average of 13 Future Players (defined below) averaged across all of a Club's age groups (U-13 through U-19), which will count against Roster totals.

A Future Player is a Player who is Rostered with a Club or its Affiliate who is not ready to contribute at the MLS NEXT level full time. A Future Player is not playing consistently and/or enough minutes in MLS NEXT Games to fully develop; therefore, the Player is eligible to play games outside of MLS NEXT. A Future Player is required to train a minimum of 1x every week with the Club, in addition to his non-MLS NEXT team, and overall should consistently train 3-4 times a week (depending on his age group). For example, a Future Player may train 1-2x every week with his Club and 1-2x every week with his non-MLS NEXT team.

A Future Player can play in a maximum of 12 MLS NEXT Games in an MLS NEXT Season. Note, at U-13 and U-14 age groups, any Future Player added to the Game Day Roster will count as having played in a Game. To supplement his MLS NEXT Game minutes, a Future Player is eligible to also play games outside the MLS NEXT with a non-MLS NEXT team within the Club or in an Affiliate as part of his individual development plan. A Future Player must still follow the MLS NEXT play-to-rest ratio.

A Future Player may not be registered as Future Player with any two different Clubs at the same time during the same MLS NEXT Season. A Future Player may only change his status to full-time once during the MLS NEXT Season and may not return to Future Player status. Furthermore, a Future Player does not automatically garner full-time status after participating in his twelfth game. The Club must submit their intentions in writing to PDev to move the Future Player to full-time status. Players who have played in the maximum twelve (12) games, are not eligible to continue to play in MLS NEXT Games, unless the Club indicates the desire to move the Player to full-time status and the Player status has been updated to full-time by MLS NEXT. Note, continued usage of a Future Player after his 12th game may cause a Club to forfeit games due to the use of an ineligible Player. Additionally, Future Players are eligible to participate in the MLS NEXT Playoffs or the MLS NEXT Championships. The granting of a request to move a Future Player to full time shall be made in the sole and absolute discretion of PDev.

vii. Game Roster Size

For U-13 through U-19 MLS NEXT Games, only 18 Players from the Roster will be eligible to participate in each Game, and these Players must be placed on the Game Day Roster (showing Players that will start and Players eligible for substitution).

viii. Bench and Technical Area

The bench and technical area are reserved for Players and Club Representatives listed on the team's Game Day Roster (max 18 Players, including 7 subs on bench). In addition a maximum of four (4) injured Players marked as not Rostered may sit in the technical area and a maximum of five (5) registered Club Representatives may sit in the technical area, not including a registered HCP or ATC. Any person sitting in the technical area during an MLS NEXT Game must be registered with PDev and listed on the Game Day Roster.

c. <u>Younger Players Playing Up</u>

Players on the U-13, U-14, U-15, U-16, U-17 MLS NEXT Teams may be selected for the U-14, U-15, U-16, U-17, U-19 Game Day Rosters, respectively. The 25% start recommendation and 50% minutes played for U-13 age group is inclusive of all MLS NEXT Games started in any MLS NEXT age group. Players playing up can only compete in cumulative minutes equaling one full game (i.e. 90 minutes for U-17 and U-19 Players) per day split across two (2) MLS NEXT Games.

d. Late Registration

Any registration requests received after Thursday at 5:00pm Eastern Time for the upcoming weekend Fixtures and any midweek MLS NEXT Games for the following week are subject to PDev's approval in its sole discretion and may not be approved in time for the upcoming Fixture.

e. International Clearance

Per FIFA's Regulations on the Status and Transfer of Players, as it may be amended or restated from time to time, the international clearance process is required when any foreign-born Player over the age of 10 attempts to register with an affiliated club in the United States, regardless of that Player's ability or citizenship.² FIFA regulations require PDev to obtain appropriate clearances on behalf of these Players before they can register and participate in MLS NEXT.

² According to FIFA, these Regulations serve an important function in protecting minors: "Young footballers are vulnerable to potential exploitation and abuse when they are in a foreign country without proper controls. While international transfers might, in specific cases, be favourable to a young player's sporting career, they are likely to be contrary to the best interests of the vast majority of players as minors. For FIFA, protecting the appropriate and stable development of a minor as a whole should prevail over purely sporting interests. In the past, the trafficking of young players to clubs, mainly in Europe, by unscrupulous persons led to some minors, whose talent may not have met the expectations of the respective clubs, being virtually abandoned on the streets in foreign countries. In these cases, minor players often do not know the language or culture and have no means to return to their home countries. It is also necessary to mention that, in some cases, what is questioned is not necessarily the quality of the training and overall education provided to the minors by this or that club, but the methods used to bring the minors into the club. Today, although FIFA's approach may appear harsh in an individual case, it is only by enforcing the rules consistently and strictly that the abuses of the past can be avoided, and a proper and safe development of minor players secured."

XIII. CLUB AFFILIATIONS

Club Affiliations are focused primarily on technical standards (not simply commercial/marketing) and should result in improved everyday environments for all clubs involved.

Qualities of recognized Club Affiliations may include, without limitation:

- An active "relationship/partnership" is expected with regular contact (min. 5x per year) between the coaching staff of both clubs (and/or talent identification centers)
- Club/coach development is part of the active "relationship" with the clubs (and/or talent identification centers)

A contract/agreement must be signed by the Club's director and by the Affiliate club representative, with board approval from each of the Club and the Affiliate club and PDev. The signed contract/agreement document must have a clear explanation of the "relationship" between the clubs, e.g., collaboration on talent identification activities to create a clear Player pathway.

XIV. 25% MINIMUM START RECOMMENDATION

All U-13 through U-19 full-time MLS NEXT Players, including goalkeepers, are recommended but not required to start in at least 25% of their Club's MLS NEXT Games during the season. Additionally, we recommend that U-13, U-14 and U-15 players participate in 50% of the minutes played each season in their age group. The official record of Player starts will be on the Game Report and PDev will make best efforts to track Player statistics. The Club is responsible for keeping track of starts by MLS NEXT Players and must use reasonable efforts to ensure their full-time Players will meet this recommendation each season.

- a. If a Player is added midseason, the Player should start at least 25% of the Club's remaining MLS NEXT Games during the season.
- b. PDev will have the authority, upon request by the Club, to allow exceptions to this recommendation in special circumstances (e.g., a serious injury suffered by a Player).
- c. For the U-13 age group, players are expected to play a minimum of 50% of game minutes per month and recommended to start a minimum of 25% of games, as part of the individual Player development plan.
- d. PDev reserves the right to disallow the addition of new Players as a penalty for failing to make reasonable efforts for all Players to meet the 25% minimum start recommendation. PDev will also take this into consideration when reviewing a Club's Membership for renewal.

XV. <u>COMPETITION</u>

a. <u>Overview</u>

PDev will place Clubs into geographically based Divisions and conferences and set a schedule. PDev reserves the right to adjust MLS NEXT Game scheduling.

b. <u>Schedule</u>

PDev will provide a preliminary schedule for MLS NEXT by July 15, 2021 for the 2021-2022 Season and July 15 in all future Seasons. The Season will typically be held from September until mid-July each year (inclusive of the MLS NEXT Post-Season). The MLS NEXT Playoffs and MLS NEXT Championships will typically be held at the end of the Regular Season. If a Club would like to change a Fixture date, it must contact PDev four (4) weeks in advance of the Fixture date. All changes are subject to the approval of PDev.

c. <u>Venue/Kick-off Times/Turnaround Time</u>

PDev shall set the dates of all MLS NEXT Competitions. The venues and specific kick-off times of MLS NEXT Games shall be proposed by the home team, subject to the approval of PDev. The home team shall submit venues and specific kick-off times to MLS NEXT for all MLS NEXT Games by August 15, 2021 for the 2021-2022 MLS NEXT Season so visiting teams can make the appropriate arrangements or offer objections for PDev's consideration. All Clubs must provide a turf or synthetic alternative in the event of inclement weather. Evening MLS NEXT Games may only be played at venues with appropriate lighting installations.

- i. Double Fixture weekends may be played; however, a minimum of eighteen hours must be provided between both kick-off times to allow for necessary travel and recovery.
- ii. For instance, if a Saturday Fixture kick-off is 6 pm local time, the Sunday Fixture may not kick-off earlier than 12 pm local time unless authorized by PDev.
- iii. Clubs may not request to schedule three (3) MLS NEXT Games in four (4) days during MLS NEXT Regular Season competition.
- iv. Games may not kick-off earlier than 9 am local time.
- v. When scheduling home MLS NEXT Games, Clubs should adhere to the following guidelines with regard to kickoff times and order of Games:
 - 1. The home Team determines kickoff order
 - 2. PDev prefers games to be played oldest to youngest when possible
 - 3. When scheduling multiple games on the same field, please allow for at least 30 minutes of warm up time prior to each kickoff

- 4. Less than 30 minutes between each game is permitted if there is adequate warm up space on an adjacent field
- vi. Indoor venues must be pre-approved by PDev at least two weeks prior to the Fixture date.
- vii. Moving a Fixture venue or kick-off time for any reason the week of the scheduled Fixture may result in fines and/or Sanctions that will be levied in accordance with the MLS NEXT Disciplinary Code.

d. Facility Set-Up

The home Team shall be responsible for setting up its venue to include the appropriate lines, goals, nets, corner flags, benches, and water/sideline set up for both teams in accordance with MLS NEXT Rules. The home Team will also provide the official adidas game balls provided by PDev.

e. <u>Postponement</u>

All postponements and cancellations for any reason other than the health and safety of MLS NEXT Participants must be approved by PDev. A Club may postpone any Game in the event Club believes in good faith that proceeding with an MLS NEXT Game would pose a significant risk to the health and safety of any MLS NEXT Participants.

f. <u>Abandonment</u>

If a Club refuses to play a Game or to continue playing one which it has begun, and there is no rationale under the MLS NEXT Rules detailing why this action would be permissible, it may be Sanctioned by forfeiting the MLS NEXT Game. Additional Sanctions may be imposed against the Club in PDev's sole discretion. In serious cases, the Club may also be disqualified from MLS NEXT Competition in progress and their MLS NEXT Membership may be revoked.

g. <u>Rescheduling a Postponed Game</u>

Provided the postponement is approved by PDev or is made in accordance with the exceptions provided for herein, the Clubs in question are given the first opportunity to arrange a reschedule date for a postponed MLS NEXT Game. If there is no rescheduled date by the following Wednesday after the postponed Fixture, PDev will choose the date, location and time for the rescheduled Game and each Club will be required to participate, subject to any health and safety guidelines released by PDev. Fees associated with that date will be the responsibility of the involved Club(s).

h. <u>Rescheduling Considerations</u>

U-13 Games must reach the 55th minute to be considered a completed Game. U-14 and U-15 Games must reach the 60th minute of the Game to be considered a completed Game. U-16, U-17, and U-19 Games must reach the 75th minute to be considered a completed game. If a Game does not reach the designated threshold, PDev shall have the authority to review all of the facts, (including fault on the part of either Team, unavoidable conditions, expense for both Teams and requests by a team to take a particular action in the best interests of MLS NEXT, MLS NEXT Clubs, and the Club's Teams) in determining whether and when a Game should be rescheduled, who should bear the financial burden as a result of cancellation or rescheduling, whether the Game should be forfeited or cancelled

permanently and whether other fines should be levied. Unless the Sanction or remedy is set forth specifically in any MLS NEXT Rules, PDev shall decide what action to take, and PDev's decision shall be final (subject to the MLS NEXT Disciplinary Code.)

i. Facility Clearances

Once a Club has submitted its venues and kick-off times, PDev assumes that a Team's home facility is available for all dates on its schedule. If not available, an alternative location must be provided by the home Team. For the avoidance of doubt, all facilities remain subject to approval by PDev and must be in accordance with all MLS NEXT Rules. PDev reserves the right to reject approval for any facilities in PDev's sole and reasonable discretion.

j. <u>Standings</u>

PDev assumes the responsibility of posting the official MLS NEXT league standings for the U-15 through U-19 age groups on the MLS NEXT Website. The official MLS NEXT league standings include wins, losses, ties, goals scored for, goals scored against, points per game and total league points.

Result	Points
Win	3
Tie	1
Loss	0
Forfeit	0-3 loss

All standings are generated by the Game Report submitted online by the referee within 24 hours of the completion of the Game. Teams have 48 hours to verify their Game Results with PDev.

k. Division Tiebreakers

In the event that two (2) or more Clubs finish the MLS NEXT Regular Season with an equal number of points, the following procedure (in order of priority) will be used to break the tie and determine the final standings ("MLS NEXT Regular Season Tiebreaker"):

- i. Points earned in Head to Head matches during Regular Season
- ii. Total number of wins
- iii. Goal differential
- iv. Goals for
- v. Away goals differential
- vi. Away goals for
- vii. Home goals differential
- viii. Home goals for

ix. Coin toss (tie of two (2) Clubs) or drawing of Lots (tie of three (3) or more Clubs)

After the winner of the MLS NEXT Regular Season Tiebreaker advances, any remaining tied Clubs who did not advance from the first round MLS NEXT Regular Season Tiebreaker shall go through a second round MLS NEXT Regular Season Tiebreaker in order to determine the next advancing Club. The MLS NEXT Regular Season Tiebreaker system will continue until qualification/seeding has been determined.

l. <u>Wildcard Tiebreakers</u>

- i. The ranking of each Team in the Wildcard will be determined as follows:
 - 1. greatest points per game obtained in all MLS NEXT Games;
 - 2. greatest goal difference per game in all MLS NEXT Games;
 - 3. greatest number of goals scored per game in all MLS NEXT Games.
- ii. If two or more Teams are equal on the basis of the above three criteria, rankings will be determined as follows:
 - 1. greatest number of points obtained in the MLS NEXT Games between the Teams concerned if only two Teams are still equal;
 - 2. goal difference resulting from the MLS NEXT Games between the Teams concerned if only two Teams are still equal;
 - 3. greater number of goals scored in the MLS NEXT Games between the Teams concerned if only two Teams are still equal;
 - 4. Team with the fewest number of Discipline Points per game throughout the 2020-2021 season (MLS NEXT Regular Season and MLS NEXT Playoffs) will advance;
 - a. 1 point for YC, 5 points for RC, and 10 points for MLS NEXT Coach send-off/dismissals
 - 5. drawing of lots by PDev if three or more Teams are still equal.

XVI. <u>TECHNICAL FRAMEWORK</u>

a. <u>Game Length:</u>

All U-16 through U-19 MLS NEXT Games will be two 45-minute halves with a 15-minute half time.

All U-14 and U-15 MLS NEXT Games will be two 40-minute halves with a 15-minute half time.

All U-13 MLS NEXT Games will be two 35-minute halves with a ten-minute half time. Upon approval from MLS NEXT Program Staff, a Division may request to play three 30-minute periods with ten-minute breaks prior to the start of the season if all League matches in the Division will utilize this new format. In the event of a division playing in the three-period format, Players will only be permitted to participate in a maximum of two periods.

b. **Substitutions**:

Substitutions are allowed at any stoppage. Games shall follow the Technical Framework provided for at the beginning of each MLS NEXT Season. The maximum limits for substitutions are:

For U-14, U-15, U-16, U-17, and U-19 MLS NEXT Games there will be unlimited substitutions over three (3) moments in the game, plus half time with no re-entry after exiting the match.

For U-13 MLS NEXT Games, there will be unlimited substitutions over three (3) moments per half, plus half time, with no re-entry per half.

Head Injury Substitution: All substitutions relating to head injury, including whether to charge such substitution, shall be handled in compliance with the PDev Concussion Protocol.

c. <u>Heading Education</u>

According to PDev policy, Players age 11 and younger should not be heading the ball regardless of the age group in which they play. If a Player is playing up in an older age group (ex: 11-year-old playing with a U-13 team), Clubs are responsible for providing MLS NEXT Coach education and support to parents to ensure appropriate instruction to the Player in accordance with this policy.

Please consult <u>www.recognizetorecover.org</u> and the PDev Concussion Protocol Policy for the most up-to-date safety programs and concussion management protocols.

d. <u>MLS NEXT Post-Season Competition</u>

For information regarding the MLS NEXT Post-Season, please refer to the MLS NEXT Post-Season Guide.

XVII. LAWS OF THE GAME, DISCIPLINARY MATTERS, DISPUTES, PROTESTS & APPEALS

a. Laws of the Game

Unless otherwise provided in these MLS NEXT Rules and Regulations, all MLS NEXT Games shall be played in accordance with the Laws of the Game in force at the time of the MLS NEXT Competition and as promulgated by the International Football Association Board. In the case of any discrepancy in the interpretation of the Laws of the Game, the English version shall be authoritative.

b. Inappropriate Conduct

PDev will not tolerate any conduct that it believes to be inappropriate. Such conduct includes, but is not limited to, the following:

i. Misconduct Against Game Officials

Misconduct against Game Officials shall be governed by USSF Policy 531-9, available at: <u>www.ussoccer.com/about/governance/bylaws</u>. In the event of misconduct against a Game Official, a fine or Sanctions for the Club may be imposed.

ii. Brawl

Anyone involved in a brawl may be Sanctioned. Anyone who has tried merely to prevent a fight, shield others, or separate those involved in a brawl is not subject to punishment. If, in the case of violence, it is not possible to identify the perpetrator(s), PDev may Sanction the Club to which the aggressors belong.

iii. Team Misconduct

The following constitutes misconduct by a Team and may be Sanctioned by a fine:

- when four (4) Players are Cautioned (receive Yellow Cards) during one Game;
- when three (3) Players are sent off (receive Red Cards) during one Game;
- when several Players together make threats or show force against a Game Official.

iv. Corruption

Betting or gambling of any kind on MLS NEXT Games is strictly prohibited. Anyone who offers, promises, or grants an unjustified advantage to a Club, a Game Official, a Player, or a Club Representative on behalf of himself/herself or a third party in an attempt to incite him/her to violate any of the MLS NEXT Rules will be Sanctioned in accordance with the MLS NEXT Disciplinary Code. Passive corruption (soliciting, being promised, or accepting an unjustified advantage) will be sanctioned in the same manner. In serious cases or in the cases of repetition, a Lifetime Ban may be imposed.

c. <u>Code of Conduct for Club Players and Club Representatives</u>

All Club Players and Club Representatives must abide by the Code of Conduct (the "Code") outlined in the PDev Safety and Wellbeing Policy. The Code is intended to provide standards of conduct for all Club Representatives. Violation of the Code may impact eligibility of Clubs and/or Club Representatives and Players to participate in MLS NEXT activities. Clubs must impose a similar code of conduct for all of Club's MLS NEXT Participants.

d. <u>Disciplinary Matters</u>

Incidents and events requiring disciplinary action are handled in compliance with the MLS NEXT Disciplinary Code. The Players and Clubs participating in MLS NEXT agree to comply with the Laws of the Game and all MLS NEXT Rules. MLS NEXT Players, MLS NEXT Coaches, Club Representatives, and Clubs agree to comply with all further directives set forth by PDev from time to time, including without limitation any health and safety requirements or protocols.

e. <u>Protests of Officiating Decisions</u>

If a Game Decision is subject to Protest, it shall be submitted to the jurisdiction of PDev.

- i. Time: Unless otherwise stipulated in this article, Protests shall be submitted in writing to PDev within 12 hours of the conclusion of the MLS NEXT Game in question and followed up immediately with a full written report, including a copy of the original Protest, to be sent in writing to PDev; otherwise they will be disregarded.
- ii. Eligibility: Protests regarding the eligibility of any MLS NEXT Games shall be submitted in writing to PDev no later than 24 hours after the Game.
- iii. Field Conditions: Protests regarding the state of the field, its surroundings, markings or accessory items (e.g. goals, flag posts or soccer balls) shall be made to the Referee before the start of the Game by the Coach or administrator lodging the Protest and should be included in the referee's post Game Report to be signed by both Teams. PDev must be notified in writing of the Protest prior to kick-off. If the field's playing surface becomes unplayable during a Game, the Referee shall consult PDev and both parties shall have the joint right to determine whether to delay, postpone, or cancel the Game.
- iv. After a Game: Protests against any incidents that occur during the course of a Game shall be made to PDev immediately following the completion of the Game.
- v. Referee's Decisions: No Protests may be made about the Referee's decisions regarding facts connected with play; such decisions are final.
- vi. Frivolous Protests: If an unfounded or irresponsible Protest is lodged, PDev may dismiss the Protest.
- vii. For the avoidance of doubt, all violations of MLS NEXT Rules other than Game Decisions remain subject to the MLS NEXT Disciplinary Code.

f. <u>Match Integrity Policy</u>

PDev prohibits match manipulation of any kind. Clubs that condone or contemplate match manipulation will be subject to immediate expulsion from MLS NEXT and may face additional Sanctioning.

PDev applies the FIFA Code of Ethics and prohibits involvement in soccer sports betting by any Club Representatives or Players, regardless of whether sports betting may be legal in such jurisdiction.

g. <u>Disputes</u>

Any individual or entity involved in a dispute with PDev or an MLS NEXT Club must make a good faith effort to resolve such dispute first through negotiation. All disputes arising out of or related to the Membership Agreement or the MLS NEXT Waiver shall be resolved by arbitration in accordance with the terms therein.

XVIII. RISK MANAGEMENT

a. <u>Overview</u>

PDev is committed to providing a safe environment for its Members and MLS NEXT Participants, and to preventing abusive conduct in any form. Every Member Club and its Club Representatives are responsible for protecting MLS NEXT Participants and ensuring their safety and well-being while involved in MLS NEXT activities.

Guidelines of behavior and procedures have been adopted for Member Clubs, Club Representatives and all other MLS NEXT Participants through the PDev Safety and Wellbeing Policy. All Clubs and all MLS NEXT Participants are expected to observe and adhere to these guidelines. Violation of these Guidelines may be used as a basis for a Club or its Club Representatives' Suspension or other disciplinary action, or a Club Representative's disqualification from registration.

b. <u>Goal Safety</u>

Home Clubs are responsible for inspecting the goals and ensuring the safety of the goals. However, should the visiting Club suspect or become aware of a goal safety issue, they should immediately inform the home Club and the game official. Home Clubs must ensure the following:

- i. Pre-Game:
 - 1. Inspect each goal to ensure
 - 2. The goal is firmly secured to the ground with anchors;
 - 3. All connecting hardware (nuts, bolts, etc.) is properly attached;
 - 4. The structural integrity of the goal has not been compromised (cracks in welds or posts, etc.);
 - 5. The goal is on a level (flat) surface; and
 - 6. The net attachment system is secure and that there are no sharp edges.
- ii. Post-Game:
 - 1. If goals remain in the up-right position, make sure they are secured with ground anchors;
 - 2. if anchored with portable style anchors, goals should be stored by being chained together face-to-face, or placed in a face down position;
 - 3. remove the net when the goal is not in use;
 - 4. make sure that all connecting hardware (nuts, bolts, etc.) are in place and secure;

- 5. inspect the structural integrity of the goal and promptly report any issues to authority responsible for maintenance;
- 6. never allow anyone to climb on the goals;
- 7. if goals are moved, exercise extreme caution and allow adequate manpower to move the goals; and
- 8. make sure that warning labels are visible and in good condition.

c. <u>Field Inspection</u>

Home Clubs are responsible for inspecting the field and ensuring the safety of the Facility. However, should the visiting Club become aware of a safety issue at the facility, they should immediately inform the home Club and the game official. The home Club is responsible for the following:

- a. Inspect for foreign objects
- b. Check for holes, hills, or ruts
- c. Inspect sprinkler heads to make sure that they are seated and properly covered
- d. Ensure there is a restraining line for spectators at least five (5) feet beyond the touch line and outside of the field of play
- e. Inspect bleachers and seating areas
- f. Inspect the field and surrounding areas for any possible "attractive nuisances"

d. <u>Referee Responsibility for Safety</u>

The referee assigned to the Game is responsible for inspecting the field and all equipment and is empowered to stop play until any safety concern is corrected. Any field, equipment or ball conditions deemed by the referee to be unsafe must be corrected by the home Club before play can begin or resume.

e. <u>Club Liability</u>

Clubs assume all risks, responsibilities and liabilities for any and all costs, expenses, fines, loss, property damage, claims, injury or death arising out of or in connection with its use, or participants, staff or volunteers' use, of any Facility, venue or facility for Club trainings or events, MLS NEXT Competitions or other MLS NEXT activities, regardless of whether any cost, expense, fine, loss, property damage, claim, injury or death occurs as a result of any act or failure to act by the Club, PDev or any of their respective officers, employees, representatives, agents or anyone acting under their direction or otherwise.

PDev will not insure or be responsible for any Club's personal liability, commercial general liability, property, cyber, or media exposures, and each Club shall procure the information required in the Membership Agreement.

f. <u>Player Liability</u>

As set forth in the MLS NEXT Waiver that all Players must sign before participation in MLS NEXT, Players shall assume all risks, responsibilities, and liabilities for loss, damage, injury, or death to themselves while engaged as a Player for a Club or as a Player on an MLS NEXT Team, subject to applicable state laws and regulations.

g. Liability Waiver & Indemnification Form

All MLS NEXT Participants will be required to sign the MLS NEXT Waiver prior to their participation in MLS NEXT.

XIX. <u>COMMERCIAL RIGHTS AND EQUIPMENT</u>

a. <u>Uniforms</u>

MLS NEXT Players, and Club Representatives are not allowed to display any image or writing in any language or form on their playing or team uniforms, equipment (including bags, beverage containers, medical bags, etc.) or body for the duration of official MLS NEXT Games, except for inoffensive team names and logos, sponsorships, and Player names, which are all subject to review by PDev in advance of being displayed during MLS NEXT Games. MLS NEXT Players, and Club Representatives with offensive, obscene, distracting, or age inappropriate tattoos may be asked to cover them for the duration of an MLS NEXT Game. Clubs are required to have one white (or similarly light colored) uniform and one dark uniform. Home Teams will always wear white/light color uniforms and visiting teams will be required to wear their dark/contrasting uniforms on single-Fixture weekends. In the event a club has a double Fixture weekend, please refer to the Game Day Guide for the uniform protocol. Clubs are required to apply the MLS NEXT uniform patch on the left sleeve of their Game uniform. In the event the Club cannot reasonably apply the patch on the left sleeve, the Club must contact PDev for guidance on an alternate location. In the event Clubs are not provided an MLS NEXT patch for the beginning of the 2020-2021 MLS NEXT Season, Clubs must cover up the U.S. Soccer Development Academy (or other national league) patch on their game uniform. MLS NEXT uniform patches will be supplied to the Club at no cost. However, the Club is responsible for any costs associated with the application of their patch to their uniforms.

b. Soccer Balls

All MLS NEXT Games are to be played with the official MLS NEXT Game ball. PDev will provide a set number of MLS NEXT Game balls at no cost to the Clubs. No MLS NEXT Game can be played without properly inflated MLS NEXT Game balls. There shall be a minimum of four (4) MLS NEXT Game balls at each game which shall be inspected and subject to approval by the referee. All age groups will play with size 5 balls.

c. Goals, Nets, Corner Flags, and Benches

All goals must be properly anchored. A Game will not start without proper equipment, including secured goals, properly lined fields, and corner flags.

d. Commercial Rights

Clubs shall have the right to commercialize certain items in connection with their MLS NEXT participation, as outlined in the MLS NEXT Commercial Marketing Guidelines. Any Club that wishes to obtain sponsors in connection with their Club must ensure that all such sponsorships comply with the MLS NEXT Commercial Marketing Guidelines. All decisions regarding the MLS NEXT Commercial Marketing Guidelines and any interpretation of the provisions of the guidelines shall be at the sole and absolute discretion of PDev.

XX. <u>REFEREE & GAME INFORMATION</u>

a. <u>Overview</u>

The referees and assistant referees will be assigned for each MLS NEXT Game by the Professional Referee Organization (PRO) or a designee of PRO.

b. <u>Fees</u>

Referee fees will be paid as set forth in Section IX(h).

c. <u>Game Report</u>

After each MLS NEXT Game, the referee shall complete and sign the official Game Report form. The referee shall enter the Game data using the online reporting system designated by PDev within 24 hours of the Game. The Club will be responsible for reviewing the online Game Report and submitting corrections to the appropriate MLS NEXT Member in a timely matter. The Game Report will be used to generate standings, track suspensions, and record statistics.

d. Game Information

On the Game Report, the referee shall note all occurrences of significance, such as injury (serious, any suspected head injury, or any injury that requires emergency medical attention), misconduct of Players leading to caution or expulsion, unsporting behavior by supporters and/or by officials, or any other person acting on behalf of a Club at the MLS NEXT Game and any other incident happening before, during, and after the Game in as much detail as possible.

XXI. <u>MISCELLANEOUS</u>

a. Special Circumstances

PDev will issue any instructions necessitated by special circumstances that may arise in its sole and absolute discretion. These instructions shall form an integral part of these Rules and Regulations and may, in exceptional circumstances, override a specific regulation.

b. Matters not Provided For

Matters not provided for in these regulations and cases of force majeure shall be decided by the MLS NEXT General Manager. All decisions will be final.