



**MLS NEXT  
RULES & REGULATIONS  
2021–2022**

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## I. OVERVIEW

Player Development, L.L.C. (“PDev”), a subsidiary of Major League Soccer, L.L.C. (“MLS”), organizes, manages, and administers the elite youth development platform (“Program” or “League” operating as “MLS NEXT”) with the mission of providing world class training, development, and competition for boys and select girls between the ages of 11–18 across the United States and Canada. MLS NEXT provides a professional player and elite development pathway for future college, professional, and international players, and includes league and postseason competition, as well as other development-focused initiatives.

## II. DEFINITIONS

*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 these Rules and Regulations or in other MLS NEXT Rules and Policies (as defined below) will have the meaning ascribed to them in those sections or documents.*

- a. Affiliation. 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.
- b. CSA. The Canadian Soccer Association, the governing body for soccer in Canada.
- c. Club (or “Member”). 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. A fully-executed Membership Agreement is required for a Club to become a valid member of MLS NEXT.
- d. Club Representative. Any Club personnel, including but not limited to, any Club employees, Coaches, trainers, Team administrators, other support or volunteer staff, or any individual who represents themselves as being affiliated with a Club in a manner that is known or should be known to the Club, that assist the Club in connection with the MLS NEXT Season.
- e. Coach. An individual who performs the duties and services as may be assigned to an individual by a 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.

- f. Competitive Season. The period of time between the first official MLS NEXT Game scheduled by MLS NEXT and the final official MLS NEXT Game scheduled by MLS NEXT (including MLS NEXT Cup Playoffs and Showcase).
- g. Division. The grouping of Teams that compete against each other in the Regular Season and whose performance and standings are tracked and reported together.
- h. FIFA. The Fédération Internationale de Football Association (International Federation of Association Football), the international governing body of association soccer.
- i. Fixture. A set of scheduled Games of multiple age groups versus one opponent.
- j. Game. Any soccer match played between two MLS NEXT Clubs or any match organized by PDev as part of an MLS NEXT Competition.
- k. Game Day Roster. The official game day roster that each MLS NEXT Team must create and submit to the referee prior to an MLS NEXT Game, which for U13 through U19 lists 18 Players from the Roster who will be eligible to participate in that Game as well as all individuals who will be in the Club's technical area at any point during the Game.
- l. Game Decision. 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.
- m. Game Official. 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 Professional Referee Organization ("PRO") to assume responsibility in connection with a Game.
- n. Game Report. 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.
- o. Infraction. Any violation or alleged violation of the MLS NEXT Rules and Policies, or any action or alleged action that is against the spirit of the MLS NEXT Rules and Policies.
- p. Lifetime Ban. Permanently prohibiting an individual from being an MLS NEXT Participant.
- q. Membership Agreement. The document that details the rights and obligations of each Club; a fully executed Membership Agreement is required for a Club to become a valid member of MLS NEXT.

- r. MLS NEXT Competition. The MLS NEXT schedule, collectively referring to friendly matches, MLS NEXT Regular Season matches, MLS NEXT Showcases, and MLS NEXT Cup Playoffs (each as applicable), featuring at least one Club and organized by PDev.
- s. MLS NEXT Events. This definition includes, but is not limited to, MLS NEXT-sanctioned tournaments, leagues, showcases, and camps run by PDev or MLS NEXT Clubs, including local affiliate organizations (if the event is sanctioned by PDev). While PDev may not have authority or control over non-sanctioned events operated or organized by Clubs, any conduct prohibited by this policy even at non-sanctioned events may serve as an independent basis for disciplinary action if it calls into question an MLS NEXT Participant's fitness to participate in MLS NEXT Events or MLS NEXT Competitions.
- t. MLS NEXT GM. The MLS NEXT General Manager.
- u. MLS NEXT High School Waiver. The waiver form that must be completed if a registered full-time Player's admission or scholarship at a private high school requires the Player's participation on the school's high school soccer team.
- v. MLS NEXT Participant. Any Player, Club, Club Representative, PDev employee that does not otherwise fall under the definition of MLS NEXT Program Staff, Game Official, parent, spectator, volunteer, independent contractor (including, but not limited to, security or medical personnel including an athletic trainer that does not fall under Club Representative), or other individual that attends or contributes to an MLS NEXT Event.
- w. MLS NEXT Cup Playoffs. The MLS NEXT Competition held at the conclusion of the MLS NEXT Regular Season among the qualifying Teams from the U15 through U19 age groups, culminating in a champion in the U15, U16, U17, and U19 age groups.
- x. MLS NEXT Pre-Season. The three-to-four week period before the start of the MLS NEXT Regular Season.
- y. MLS NEXT Post-Season. The MLS NEXT Cup Playoffs.
- z. MLS NEXT Program Staff. Those individuals who work on behalf of PDev to execute all MLS NEXT Events.
- aa. MLS NEXT Regular Season. The time period beginning on a date set by MLS NEXT (typically in September) and concluding on a date specified by MLS NEXT before the beginning of the MLS NEXT Cup 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.

- bb. MLS NEXT Rules and Policies. Collectively, these Rules and Regulations, along with each Club's MLS NEXT Membership Agreement, the MLS NEXT Commercial Marketing Guidelines, the MLS NEXT Style Guide, the MLS NEXT Disciplinary Code (including the Code of Conduct), the MLS NEXT Safety and Wellbeing Policy, the MLS NEXT Privacy Policy, 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).
- cc. MLS NEXT Season. 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, and any other events organized by PDev.
- dd. MLS NEXT Showcase. 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 MLS NEXT.
- ee. MLS NEXT Technical Standards. All rules and guidelines related to the technical soccer standards of any MLS NEXT Competition as well as training standards. These include, but are not limited to, substitutions, field size, and coach licensing and certification.
- ff. MLS NEXT Waiver. The waiver and release agreement that is required to be signed by all Players (and, to the extent applicable, Players' parents/legal guardians), and Club Representatives.
- gg. MLS NEXT Website. The official MLS NEXT website, currently [www.mlssoccer.com/mlsnext](http://www.mlssoccer.com/mlsnext).
- hh. Player. An individual who has completed the MLS NEXT Registration process and is eligible to be added to a Roster.
- ii. Player Add. The number of Players added to a Club between September 1, 2021 through April 7, 2022; Clubs may add a Player as a new full-time Player, transfer a Player to another Club, or add a Future Player as a full-time Player.
- jj. Protest. An objection of any kind related to a Game Decision.
- kk. Registration. The process by which each Player, Club, and Club Representative submits required information and agrees to abide by the MLS NEXT Rules and Policies. Registration is currently done online.
- ll. Roster. The list of Players and Club Representatives registered to participate on a Team.



- mm. Sanction. A penalty or other means to enforce compliance with MLS NEXT Rules and Policies.
- nn. Team. Any grouping of Players by age by a Club to play in MLS NEXT Competitions.
- oo. USSF (or “U.S. Soccer”). The United States Soccer Federation, the official governing body of the sport of soccer in the United States.

### **III. SAFESPORT, ANTI-ABUSE, ANTI-DISCRIMINATION, AND SAFETY COMPLIANCE FRAMEWORK**

PDev is committed to making soccer the preeminent sport in the United States by serving our Players, our Members, and their fans. The MLS NEXT 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 promulgated by the Canadian Centre for Ethics in Sport (“CCES”), Sport Information Resource Centre (“SIRC”), and by Sport Canada), 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.

In addition, the MLS NEXT Safety and Wellbeing Policy prohibits engaging in any conduct that amounts to unfair, adverse, or unequal treatment based on an individual’s Protected Status, including, without limitation, racism or sexism. PDev is committed to maintaining an environment at all MLS NEXT Events that is free from all forms of Discrimination.

The MLS NEXT Safety and Wellbeing Policy is incorporated into all MLS NEXT Rules and Policies and can be found on the PDev Website. Failure of any MLS NEXT Participant to comply with the MLS NEXT 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 MLS NEXT Safety and Wellbeing Policy.

### **IV. GOVERNANCE AND ORGANIZATION**

#### **a. PDev’s Authority & Discretion**

MLS NEXT is organized, managed, and administered by PDev. 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 and Policies, setting a competition schedule, and imposing a framework for issuing discipline, shall be made by PDev in its sole and absolute discretion.

#### **b. Committee Structure**

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,

commercial opportunities, and diversity, equity, and inclusion. 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 course of the 2021–2022 MLS NEXT Season, or future seasons, to ensure engagement and collaboration with key soccer stakeholders in the U.S. and Canada.

**c. Discipline**

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 and Policies, 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. MLS NEXT MEMBERSHIP**

**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 and support of diversity and inclusion

The MLS NEXT Program Staff will aim to review and evaluate each application by March 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 a Member until the club has agreed to abide by all MLS NEXT Rules and Policies, provided the required performance-bond payment to PDev, and entered into a fully-executed MLS NEXT Membership Agreement.

**b. Maintaining Eligibility**

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

**c. Withdrawal of a Club**

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 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. Termination**

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 and Policies, or taking or failing to stop any action that frustrates the purpose or intent of any MLS NEXT Rules and Policies, in each case such determination shall be in accordance with the MLS NEXT Disciplinary Code.

## **VI. CLUB NON-FINANCIAL RESPONSIBILITIES**

### **a. Compliance with MLS NEXT Rules and Policies**

All Clubs and MLS NEXT Participants are required to comply with the MLS NEXT Rules and Policies. In order to comply, Clubs must adopt the MLS NEXT Rules and Policies on behalf of their employees and all other Club Representatives. PDev reserves the right to decide how to enforce the MLS NEXT Rules and Policies, 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 and Policies, 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 and Policies are subject to change from time to time. Although PDev makes every effort not to modify the MLS NEXT Rules and Policies mid-season, PDev reserves the right, in its sole and absolute discretion, 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 and Policies, 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 and Policies, 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 MLS NEXT Safety and Wellbeing Policy may be terminated, suspended, or placed in an alternate position by PDev until the matter is resolved. 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. Reporting Obligations**

All Clubs and Covered Persons (as defined in the MLS NEXT Safety and Wellbeing Policy to mean any individual age eighteen or older ("Adult") that is an MLS NEXT Participant who has Regular Contact (which means, recurring, repeated or periodic contact between an Adult and anyone under the lesser of (1) the age of 18, or (2) the age of majority in the applicable state or province ("Minor"), or a person with supervisory or decision-making authority over an Adult who has recurring, repeated or periodic contact with Minors, including but not limited to overseeing, supervising, chaperoning, or otherwise interacting) with any Player or Game Official, who is a Minor, in connection with Covered Programs (as defined in the Safety and Wellbeing Policy)) must comply with all reporting obligations set forth in the MLS NEXT Rules and Policies. Failure by Clubs and Covered Persons to promptly report violations of the MLS NEXT Safety and Wellbeing Policy and SafeSport Code constitutes a violation of the MLS NEXT Rules and Policies. Clubs, Covered Persons, and all MLS NEXT Participants should report pertinent

situations that appear to be in non-compliance with the MLS NEXT Rules and Policies 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, safety, and fairness, both on and off the field.

**c. Conduct**

Each Club must, upon PDev's renewal of a Club's membership in MLS NEXT, execute and deliver its annual Membership Agreement to PDev prior to the start of the upcoming season. In the event a Club does not renew its MLS NEXT Membership by executing the 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 its performance bond. Each Club shall be responsible for the conduct of all its MLS NEXT Participants, including, but not limited to, its Club Representatives and Players, parents, volunteers, and spectators.

**d. Development**

i. Training Days:

1. Each Team at the U14 through U19 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 U13 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 Team at the U13 through U19 age groups is expected to provide at least one (1) day of rest per week during the MLS NEXT Season.

**VII. OUTSIDE COMPETITION**

**a. Permissible Outside Competition**

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 may participate in elite tournaments outside of the MLS NEXT platform. Clubs will only be permitted to participate in approved competitions and events that follow the MLS NEXT Technical Standards (*see* Section XVI below) 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, the Club must also submit the appropriate documentation to the USSF (if the Club is based in the U.S.) or CSA (if the Club is based in Canada).

The MLS NEXT Safety and Wellbeing Policy and the prevention policies therein remain applicable to any Club traveling internationally.

**b. Player Participation in Outside Competitions**

Players must meet all attendance and participation requirements under the MLS NEXT Rules and Policies 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 are met may be subject to Sanctions.

Clubs may not permit any full-time 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. Players will be subject to discipline by both their own Club and PDev.

**c. Player Participation in Middle and High School Soccer**

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 9, 2021, to be considered for the Roster exemption for the 2021–2022 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; and/or
- 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.

If a waiver is granted, the Player must comply with the disclosure requirement and provide a full injury and disciplinary report from their high school team to provide to their MLS NEXT Team.

**d. College Camps**

Players will be permitted to attend winter college camps, provided that the 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; and
- iii. The Player may not attend a camp if it falls during the competitive MLS NEXT Season or is equal to or less than one (1) week prior to the start of the competitive MLS NEXT Season.

Summer college summer 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 winter or summer college 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, and to attend all MLS NEXT Events scheduled for their age groups unless such training or match participation would be a violation of local government directives or recommendations related to COVID-19 (“COVID-19 Directives”) or if a 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 its 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 its membership in MLS NEXT may be removed from the Program in PDev’s sole and absolute discretion.

Clubs are responsible for fielding teams that provide meaningful competition for other Members. In the event a Club is not able to field consistently competitive teams in MLS NEXT, PDev will

notify the Club of the concern and work in good faith on solutions and timelines to improve the Club's competitiveness. In the event the Club is unable to become more competitive, such that the Club is providing meaningful games for other Members, the Club may be subject to removal from the Program.

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 as outlined below. 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 (minimum of 70 x 110 yards for U15 and older; minimum of 64 x 105 yards for U13 and U14), the Club may be asked to relocate to an alternate location or may lose the right to host MLS NEXT Games.

**b. Diversity, Equity, and Inclusion**

MLS NEXT is an Anti-Racist, inclusive, and non-discriminatory league. MLS NEXT recognizes that racism consists of principles and practices that cause and justify an inequitable distribution of rights, opportunities, and experiences across racial groups. Because of this reality, MLS NEXT is committed to actively address these issues through engagement, reflection, and listening, and is further committed to making attempts to unlearn behaviors and assumptions. MLS NEXT does not and will not tolerate any racist or inappropriately exclusive behavior by any MLS NEXT Participant, including any Club.

MLS NEXT has set out to create an equitable, diverse, and inclusive development environment. To that end, Clubs shall make all efforts to establish a positive and safe environment for all MLS NEXT Participants, without regard to race, ethnicity, income level, culture, sexual orientation, and gender identity and expression. As outlined in the MLS NEXT Safety and Wellbeing Policy, each Club is required to provide and mandate comprehensive diversity, equity, and awareness training for its MLS NEXT Participants. Such training shall be provided on an annual basis, and each Club shall ensure that its Players and Club Representatives complete such training prior to the beginning of the MLS NEXT Regular Season (and more frequently if needed).

**c. Non-Technical Facility Requirements**

Clubs should acquire Facilities that (if feasible): (1) have separate locker rooms for Players on different teams; (2) have separate and functionally equivalent changing areas for different genders, as well as separate restrooms for Adults and Minors; and (3) the field must be designed for soccer use and adequately maintained and repaired. In addition, prior to the use of a field, the field must be inspected as set forth in the Safety and Wellbeing Policy.

**d. MLS NEXT Mandatory Meeting Attendance**

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



**e. Recruiting Players/Territories**

No Club has exclusive territory rights. Clubs may recruit Players for participation on Clubs from any geographic region. Please refer to the MLS NEXT Player Movement Policy with respect to requests for trials and player transfers, and related communications.

**IX. CLUB FINANCIAL RESPONSIBILITIES**

**a. Performance Bond**

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 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 and Policies, the performance bond shall be forfeited by the Club and the Club shall have no further rights regarding the performance bond.

**b. Travel Costs**

All costs associated with travel to MLS NEXT Competitions (other than as described in the MLS NEXT Post-Season Guide) are the responsibility of the individual Clubs.

**c. Training/Coaching Costs**

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

**d. Administrative Costs**

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

**e. Registration Costs**

All Players and Club Representatives who will be allowed on any 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. Coaches and Club Representatives do not need to pay more if coaching across different age groups or serving in multiple roles, each individual only needs to be accounted for once. 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. Game Officials Fees**

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 that are not part of the MLS NEXT Regular Season, including the MLS NEXT Showcases, MLS NEXT Cup Playoffs, and any other MLS NEXT event requiring match officials.

**i. Fines/Penalties**

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. Certificate of Insurance**

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 and the MLS NEXT Rules and Policies. For further information, see the MLS NEXT Membership Agreement.

**k. Other**

Unless otherwise expressly addressed in these regulations, all expenses related to a Club and the Club's participation in MLS NEXT are the sole responsibility of the participating Club.

**X. FINANCIAL SUPPORT PROVIDED BY PDEV**

**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 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 the MLS NEXT Rules and Policies 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. REGISTRATION**

**a. General**

PDev will collect the personal information of all Players and certain 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. Club and Club Representative Registration**

**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; and
- 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, any Covered Person as defined in the 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) Coaches/staff members (not including HCP/ATC, video analyst, videographer, Club Sporting Director, or Club General Manager) 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 must complete the online Registration process through PDev's platform by:

- Completing the PDev-mandated background check (and for new hires a reference check conducted by the Club as well);
- Uploading a photo of themselves;
- Completing the U.S. Center for SafeSport’s Core Training<sup>1</sup> (“Core Training”) (for initial approval) or, if the Core training has already been completed, the official SafeSport refresher course for each subsequent season (available in your training account at [www.safesport.org](http://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 MLS NEXT. Clubs must consult the on-line disciplinary records at [www.safesport.org](http://www.safesport.org) as part of their employment background screening process.

Clubs must not allow unregistered individuals to start their employment or be active in any other role until they have been registered with MLS NEXT and received official approval from PDev. Any Club that allows unapproved personnel to participate in any MLS NEXT activity risks termination of its MLS NEXT Membership and agrees to indemnify and otherwise hold PDev and all other Clubs harmless from any resulting liability.

### iii. Additional Coach and MLS NEXT Director Requirements

All Coaches are required to adhere to the MLS NEXT’s Coaching Education standards (as part of the MLS NEXT Technical 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.

All Coaches and Club directors are required to complete annual diversity, equity, and inclusion training, as directed by PDev.

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<sup>1</sup> Pursuant to the MLS NEXT 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 to the Club or the non-MLS NEXT entity to which it is being provided. Contact PDev at [Brandon.Turton@MLSsoccer.com](mailto:Brandon.Turton@MLSsoccer.com) for more details.

**c. Player Registration**

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. Provide required medical clearance information;
- v. Complete all aspects of the MLS NEXT Registration process and not be subject to suspension; and
- vi. Complete mandated SafeSport training, if applicable.

**d. Compliance with MLS NEXT Registration Process**

- i. MLS NEXT 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 and Policies, or as a result of such procedures is determined by MLS NEXT 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 may be Sanctioned.

**XII. PLAYER ELIGIBILITY AND ROSTERING**

**a. Eligible Players**

To be considered an eligible Player, any Players listed on any Club Roster must meet the age requirement for their Club, have 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 ineligible Players. A Club using an ineligible Player during an MLS NEXT Competition may be subject to a Sanction as determined by MLS NEXT 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; and
- iii. All Players shall meet the applicable age requirements:

<u>Age Group</u>	<u>Born on or After</u>
U13	January 1, 2009
U14	January 1, 2008
U15	January 1, 2007
U16	January 1, 2006
U17	January 1, 2005
U19	January 1, 2003

Players who 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 MLS NEXT following the Club’s submission of an MLS NEXT Player Reinstatement Form. As further described in the MLS NEXT Player Reinstatement Form, examples in which MLS NEXT 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 his/her/their college program and remains age eligible and is able to commit full-time to all MLS NEXT training.
- A college player who is either enrolled and not actively Rostered, or a player who has been enrolled in university and withdrawn, who prefers to use MLS NEXT full time as the avenue to further his/her/their development.

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 via a digital form a Game Day Roster 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 Game Officials after the game. PDev will update the 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 2021–2022 season is September 1, 2021. Each Club’s Roster may average no more than twenty-four (24) Players across each age group based on the minimum of 14 full-time Players. Roster maximums can vary from one age group to another so long as the full-time minimum 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 season (September 1, 2021 through April 7, 2022) 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 MLS NEXT Team with the discretion to allocate the Player Adds across their MLS NEXT Teams as they see fit. The total number of full-time adds should not exceed the number of MLS NEXT Teams multiplied by six (6) and can only be utilized during this window. For example, an MLS NEXT Club with only U15 and U17 teams can add up to, but not exceed, 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. In addition, Clubs that promote a Player on to a professional team in that Club’s pathway in good faith will not be charged with using a Player Add to replace that individual and will be permitted an extra roster spot in the event that the promoted Player returns to the MLS NEXT Club.

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/her/them to replace the Player that took his/her/their Roster spot with no deduction of Player 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 in order 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/her/their 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, the Player 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/her/their former and new Club, regardless of being released by his/her/their previous Club (this does not apply to preseason or the MLS NEXT Post-Season), unless his/her/their 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 Future Players across all of a Club's age groups (U13 through U19), 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, including a Future Player from an Affiliate, is required to train a minimum of 1x per week with the Club, in addition to his/her/their non-MLS NEXT team, and overall should consistently train 3-4 times per week (depending on the age group). For example, a Future Player may train 1-2x per week with his/her/their Club and 1-2x per week with his/her/their non-MLS NEXT team.



A Future Player can play in a maximum of 12 MLS NEXT Games in an MLS NEXT Season. Note, at U13 and U14 age groups, any Future Player added to the Game Day Roster will count as having played in a Game. To supplement his/her/their MLS NEXT Game minutes, a Future Player is eligible to also play games outside MLS NEXT with a non-MLS NEXT team within the Club or in an Affiliate as part of his/her/their individual development plan. A Future Player must still follow the MLS NEXT play-to-rest ratio.

A Future Player may not be registered as a Future Player with any two different Clubs at the same time during the same MLS NEXT Season. A Future Player may only change his/her/their 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/her/their twelfth (12<sup>th</sup>) game. The Club must submit its 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. The granting of a request to move a Future Player to full time shall be made in the sole and absolute discretion of PDev. Continued usage of a Future Player after his/her/their twelfth (12<sup>th</sup>) game may cause a Club to forfeit games due to the use of an ineligible Player. In addition, Future Players are eligible to participate in the MLS NEXT Cup Playoffs.

vii. Game Roster Size:

For U13 through U19 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 seven (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, video analyst, videographer, Club Sporting Director, or Club General Manager. **Any person** in the technical area during an MLS NEXT Game must be registered with PDev as a Player or Club Representative and listed on the Game Day Roster.

**c. Younger Players Playing Up**

Players on the U13, U14, U15, U16 and U17 MLS NEXT Teams may be selected for the U14, U15, U16, U17 and U19 Game Day Rosters, respectively. The 25% start recommendation and 50% minutes played for U13 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 U17 and U19 Players) per day split across two (2) MLS NEXT Games.

#### **d. Late Registration**

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

#### **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.<sup>2</sup> FIFA regulations require PDev to obtain appropriate clearances on behalf of these Players before they can register and participate in MLS NEXT.

### **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" with regular contact (min. 5x per year) between the coaching staff of both clubs (and/or talent identification centers)
- Club/coach development as 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

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<sup>2</sup> 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."

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 U13 through U19 full-time Players, including goalkeepers, are recommended but not required to start in at least 25% of their Club’s MLS NEXT Games during the MLS NEXT Season. In addition, PDev recommends that U13, U14, and U15 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 Players and must use reasonable efforts to ensure its full-time Players will meet this recommendation each Season.

- i. If a Player is added midseason, the Player should start at least 25% of the Club’s remaining MLS NEXT Games during that Season.
- ii. 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).
- iii. For the U13 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.
- iv. 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 renewal of a Club’s Membership.

#### **XV. COMPETITION**

##### **a. Overview**

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. Schedule**

PDev will create and manage the MLS NEXT competition schedule, which typically will be held from September until mid-July each year (inclusive of the MLS NEXT Post-Season). The MLS NEXT Cup Playoffs typically will 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. Venue/Kick-off Times/Turnaround Time**

PDev shall set the dates of all MLS NEXT Competitions. The venues and specific kick-off times of the 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 a date determined each year by MLS NEXT Program Staff, 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.
  1. For instance, if a Saturday Fixture kick-off is 6:00 pm local time, the Sunday Fixture may not kick-off earlier than 12:00 pm local time unless authorized by PDev.
- ii. Clubs may not request to schedule three (3) MLS NEXT Games in four (4) days during MLS NEXT Regular Season competition.
- iii. Games may not kick-off earlier than 9:00 am local time.
- iv. When scheduling home Games, Clubs should adhere to the following guidelines with regard to kick-off times and order of Games:
  1. The home Team determines kick-off 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 thirty (30) minutes of warm-up time prior to each kickoff.
  4. Less than thirty (30) minutes between each game is permitted if there is adequate warm-up space on an adjacent field.
- v. Indoor venues must be pre-approved by PDev at least two (2) weeks prior to the Fixture date.
- vi. 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 set up for both Teams and ensuring a clean and

well-maintained field in accordance with the MLS NEXT Safety and Wellbeing Policy. The home Team will also provide the official Adidas game balls provided by PDev.

**e. Abandonment**

If a Club refuses to play a Game or to continue playing one that it has begun, and there is no rationale under the MLS NEXT Rules and Policies 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 the MLS NEXT Competition in progress and its MLS NEXT Membership may be revoked.

**f. Postponement**

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 the 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.

**g. Rescheduling a Postponed Game**

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 within seven (7) days 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. Rescheduling Considerations**

U13 Games must reach the fifty-fifth (55<sup>th</sup>) minute to be considered a completed Game. U14 and U15 Games must reach the 60th minute of the Game to be considered a completed Game. U16, U17, and U19 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, the 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 and Policies, 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 the home Facility is 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 and Policies. PDev reserves the right to reject approval for any facilities in PDev’s sole and reasonable discretion.

**j. Standings**

PDev assumes the responsibility of posting the official MLS NEXT league standings 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.

<u>Result</u>	<u>Points</u>
Win	3
Tie	1
Loss	0
Forfeit	0–3 loss

All standings are generated by the Game Report submitted online by the referee within twenty-four (24) hours of the completion of the Game. Teams have forty-eight (48) hours to verify their Game Results with PDev.

**k. Division Tiebreakers**

If 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. Points per Game.
- iii. Goal differential per Game.
- iv. Goals for per Game.
- v. Away goals differential per Game.
- vi. Away goals for per Game.
- vii. Home goals differential per Game.
- viii. Home goals for per Game.
- 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.

### **I. Wildcard Tiebreakers**

- i. The ranking of each Team in the Wildcard will be determined as follows:
  1. greatest points per game obtained in all Games;
  2. greatest goal difference per game in all Games; and
  3. greatest number of goals scored per game in all Games.
- ii. If two (2) or more Teams are equal on the basis of the above three (3) criteria, rankings will be determined as follows:
  1. greatest number of points obtained in the Games between the Teams concerned if only two (2) Teams are still equal;
  2. goal difference resulting from the Games between the Teams concerned if only two (2) Teams are still equal;
  3. greater number of goals scored in the Games between the Teams concerned if only two (2) Teams are still equal;
  4. Team with the fewest number of Discipline Points per game throughout the 2021–2022 season (MLS NEXT Regular Season and MLS NEXT Cup Playoffs) will advance;
    - a. one (1) point for YC, 5 points for RC, and 10 points for Coach send-off/dismissals
  5. drawing of lots by MLS NEXT if three (3) or more Teams are still equal.

## **XVI. TECHNICAL STANDARDS**

### **a. Game Length**

All U16 through U19 Games will be two 45-minute halves with a 15- minute half time.

All U14 and U15 Games will be two 40-minute halves with a 15-minute half time.

All U13 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 10-minute

breaks prior to the start of the season. 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 Standards provided for at the beginning of each MLS NEXT Season. The maximum limits for substitutions are:

For U15, U16, U17, and U19 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 U13 and U14 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 Concussion Protocol outlined in the Safety and Wellbeing Policy.

**c. MLS NEXT Post-Season Competition**

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 the MLS NEXT Rules and Policies, all 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, which can be found [here](#).<sup>3</sup> In the case of any discrepancy in the interpretation of the Laws of the Game, the English version shall be authoritative.

**b. Disciplinary Matters**

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 (as described above) and all MLS NEXT Rules and Policies. The Players, 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.

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<sup>3</sup> <https://digitalhub.fifa.com/m/5371a6dcc42fbb44/original/d6g1medsi8jrrd3e4imp-pdf.pdf>



**c. Protests of Officiating Decisions**

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 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 Games shall be submitted in writing to MLS NEXT 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. MLS NEXT 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 in compliance with the MLS NEXT Safety and Wellbeing Policy.
- iv. After a Game: Protests against any incidents that occur during the course of a Game shall be made to MLS NEXT 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 and Policies other than Game Decisions remain subject to the MLS NEXT Disciplinary Code.

**d. Match Integrity Policy**

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 Sanctions.

In addition to the MLS NEXT Code of Ethics, as outlined in the Safety and Wellbeing Policy, 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.

**e. Disputes**

Any MLS NEXT Participant, Club, Club Representative, or individual or entity affiliated with any Club that is involved in a dispute with PDev or a Club must first make a good faith effort to resolve such dispute through negotiation before taking any other action. 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. COMMERCIAL RIGHTS AND EQUIPMENT**

All MLS NEXT Participants acknowledge that MLS is the owner of all marks and that use of said marks is limited to what is expressly permitted, and limited to the term during which the particular MLS NEXT Participant is affiliated with a Member or is itself a Club.

**a. Uniforms**

Players, Coaches, 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 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 Games. Players, Coaches, and Club Representatives with offensive, obscene, distracting, or age-inappropriate tattoos may be asked to cover them for the duration of a 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 MLS NEXT for guidance on an alternate location. In the event Clubs are not provided an MLS NEXT patch for the beginning of the 2021–2022 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 its patch to its uniforms.

**b. Soccer Balls**

All Games are to be played with the official Game ball. PDev will provide a set number of Game balls at no cost to the Clubs. No Game can be played without properly inflated Game balls. There shall be a minimum of four (4) 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, filled to 9.0–10.5 psi.

**c. 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 its 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.

**XIX. REFEREE & GAME INFORMATION**

**a. Overview**

The referees, assistant referees, and fourth officials (when applicable) will be assigned for each Game by PRO or a designee of PRO.

**b. Fees**

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

**c. Game Report**

After each 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 Clubs will be responsible for reviewing the online Game Report and submitting corrections to the appropriate 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 Club Representatives, or any other person acting on behalf of a Club at the Game and any other incident happening before, during, and after the Game in as much detail as possible.

**XX. MISCELLANEOUS**

**a. Special Circumstances**

PDev, in its sole and absolute discretion, will issue any instructions necessitated by special circumstances that may arise. 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 Rules and Regulations, and cases of force majeure shall be decided by the MLS NEXT General Manager. All decisions will be final.

**c. Audit of Club**

PDev reserves the right, in its sole discretion, to audit a Club to ensure compliance with any and all MLS NEXT Rules and Policies.

**CERTIFICATION**

I certify, on behalf of myself and my Club that I have read, understand, and agree to abide by all of the information contained in these MLS NEXT Rules and Regulations. I certify that if I have not understood any information contained in these Rules, I have sought and received an explanation of the information prior to signing this statement. I further certify that I will ensure that all relevant Club Representatives will be required to read these Rules.

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Signature Club