



INTRODUCTION TO SPORT LAW

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DOES SPORT LAW EXIST?



DIFFERENT APPROACHES

I-The traditional/minority: it does not exist. It is only an accumulation of different branches of the principal sectors of the law such as contract law, criminal law, etc.;

II-In the Making: it is a new sector of law in the making. It does not qualify yet as an autonomous branch of law but in a few decades it certainly will as case law and doctrine will build up.

iii-The Moderns/Yes. An independent sector of law. With its own legislation and case law. Doctrine.



HISTORY OF ORGANIZED SPORTS



- **It is not always a glorious history. It is mostly related to the fascist regime of the XX century.**
- **Mussolini**
- **Hitler**
- **Vichy**
- **Franco**



DEFINITION OF SPORT

- **Important: Inter alia, for tax and liabilities considerations;**
- **The definition is NOT included (on purpose?) in legal text in general (ie.: Code du Sport of France);**
- **Case law (jurisprudence). Is Chess a sport? Is Formula1 a sport (to note many contradictions)**



DEFINITION OF SPORT



- **Case law has defined an activity as a “sport” and not as entertainment when such activity has all the following element, inter alia (but this may alter from one jurisdiction to another):**

- Ø **Physical activity**
- Ø **Competition**
- Ø **Accessibility**
- Ø **Rules of competition**



A COMPLEX MATRIX TABLE OF 4 ELEMENTS:



PUBLIC	PRIVATE
NATIONAL	INTERNATIONAL



SPORT LAW IN COMMON LAW COUNTRIES



- Historically a gentlemen agreement
- No involvement of the state
- From UK to all the Commonwealth countries
- We see now more legislation in the area of security due to hooligans
- This are the jurisdictions that are the most less comfortable with the “existence” of **sport law**



SPORT LAW IN CIVIL LAW COUNTRIES



Historically the State will intervene in sport matters via legislation via Sport Code or Sport law or sport specific regulation/ Italy; Spain; France; etc;

France: Code du Sport in 2004 <https://www.legifrance.gouv.fr/affichCode.do?cidTexte=LEGITEXT000006071318>

- It first article set its tone
- *“Article L100-1 Les activités physiques et sportives constituent un élément important de l'éducation, de la culture, de l'intégration et de la vie sociale.*
- *Elles contribuent notamment à la lutte contre l'échec scolaire et à la réduction des inégalités sociales et culturelles, ainsi qu'à la santé.*
- *La promotion et le développement des activités physiques et sportives pour tous, notamment pour les personnes handicapées, sont d'intérêt général.*
- *L'égal accès des hommes et des femmes aux activités sportives, sous toutes leurs formes, est d'intérêt général.”*



Droit civil



- **Free translation**
- **“Physical and sport activities are an important element of education, culture, integration and social life.**
- **They contribute in particular to the fight against school failure and the reduction of social and cultural inequalities, as well as to health.**
- **The promotion and development of physical activities and sports for all, especially for people with disabilities, are of general interest.**
- **Equal access of men and women to sports activities, in all their forms, is of general interest.”**



SPORT ORGANIZATIONS



- **Most if not all PRIVATE organizations (even IOC, FIFA, etc.)**
- **Importance of vertical hierarchy (IOC, International, national, provincial, local federations, associations)**
- **Huge governance issues:**
- **Board do not act as they should (to much power of the chairman, no transparency, accountability)**
- **problems arise when receive public funding even if private organization**



SPORT LAW AREAS OF PRACTICES



- **In sport Federations ie. FIEA, UEFA**
- **In-House teams legal departments ie. PSG, Chicago bears, Canadien de Montreal;**
- **Anti-doping;**
- **Sponsoring; IP;**
- **Concussions; class-actions; risk-management;**
- **Contracts; Players transfers;**
- **Sport infrastructures; financing**
- **Bids;**
- **Players**



HOW TO BECOME A SPORT LAWYER



- **Master of law programs to follow:**
- **France a lot of choices in several cities. Well dev. At the Master Level.**
- **USA in devt. The most famous is in New-Orleans. Very active national Sport lawyers association with annual conf (May 17-19 in Maryland)**
- **Australia: has 1 of the most dev. Legal sport syst of the world. Good model for governance in sport.**
- **Italia- CONI. Long tradition of sport law**



WHAT TO READ



• BLOGS:

LawInSport www.lawinsport.com (Eng)

Asser Sport Law www.asser.nl/SportsLaw/Blog/Category/Blog (Eng)

Iusport.com www.iusport.com (Esp)

Droitdusport.com www.droitdusport.com

Twitter accounts to follow:

LexSportiva @AmeliasportLaw (trilingual!) international sport law news § sport governance), Lawinsport; iusport; dicodusport; Jack Anderson;

Marc Edellman; Steven Bank, The Sport Esquires, Brrendqn Schwab, Daryl Adair.



Books

- Sports Law by Simon Gardiner §A1
- Introduction to international and European Sports law by Robert Slekman
- Droit du sport Frederic BUY &A1
- Le Droit du Sport Louis Derwa
- Asser International Sport Law series



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FOOTBALL LAW AND TRANSFERS LAW



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10 May 2018

Cambrils

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SYMPOSIUM "FOOTBALL LAW" and "TRANSFER LAW"**

**Introduction on the issues related to the international
transfer of footballers**

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WHAT IS AN “INTERNATIONAL TRANSFER”?

“Transfer”:

- termination of employment contract with former club
- execution of employment contract with new club

“International transfer”:

- “transfer” from one national association (NA) to another
- only valid when former NA releases the International Transfer Certificate (ITC) – via the Transfer Matching System (TMS) – to new NA

FIFA'S ROLE

Need for central body (FIFA) who enacts uniform rules at international level and guarantees transparency of the system

- FIFA Regulation on the Status and Transfer of Players (RSTP)
- International Transfer Certificate (ITC)
- FIFA Transfer Matching System (TMS)

THE “BOSMAN” CASE / 1

Old system based on clubs' “ownership of federative rights on players”

→ new club due to pay a “training”/“development” fee to former club even when the employment contract with the latter had expired

→ hindrance to player's transfer to new clubs

THE “BOSMAN” CASE /2

Player (Bosman) couldn't find any new club willing to pay the fee

→ couldn't move to any new club for years

→ appealed to the CJEU

THE “BOSMAN” CASE / 3

CJEU ruling (1995)

The system does not comply with EU's freedom of movement:

- switch from”ownership of federative rights” to “contractual stability”
- enactment by FIFA of “Regulations on the Status and Transfer of Players” (RSTP)
- EU Commission considers RSTP as granting a fair balance between interests at stake

ELEMENTS OF A TRANSFER

“Ordinary” case (e.g. Coutinho)

In order for a transfer to occur, four conditions must be met:

- consent of player
- consent of new club
- consent of former club
- payment of price

Paid transfer fee of € 120,000,000 + € 40,000,000 bonus

PECULIAR CASES / 1

Exercise of “buy-out” clause (e.g. Neymar)

Contractual clause providing for a “fee” to be paid in case of early termination of contract

→ is there “consent of former club”?

→ “consent of the former club” given in advance?

Paid buy-out clause of € 222,000,000

PECULIAR CASES /2

Breach of contract (e.g. Mexes)

Player breaches the employment contract with his club in order to move to a new club

→ there is no formal “consent of former club”

→ FIFA rules provide for consequences: art. 17 FIFA RSTP (compensation; sporting sanctions)

Compensation of € 7,000,000 to be paid to Auxerre by player (Mexes) and new club (AS Roma), found jointly liable

Sporting sanctions imposed on both player and new club

That's all folks!

Thank you

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International regulations on working with intermediaries

Maître Julien BERENGER

Lawyer at the Bar of Marseille

**Chairman of the Joint Appeal Commission of the French Professional Football
League**

May 10th, 2018

I. History and definition

I. History

v Thorough reform of the intermediaries activity's regulatory system, implemented by the FIFIA in April 2015 :

- ∅ Before 2015 : necessity of detaining a licence to carry out its activity. The licence was directly delivered by each National Association, which would control the activity of intermediaries.
- ∅ Since 2015, another regulatory reform :
 - Adoption of *Regulations on Working with Intermediaries*
 - From « agent » to « intermediary »
 - End of the access regulation à Abolition of licences
 - Reinforcement of the activity's regulation à Registration system

v Why this evolution ?

- ∅ Observation of the system's **inefficiency** for the issuing of licences :
Many transfers were done without any licenced agent.
- ∅ **Lack of transparency** of the operations and **lack of effective control.**

I. Definition of an intermediary

v Definition given by Regulations on Working with Intermediaries :

« A natural or legal person who, for a fee or free of charge, **represents players and/or clubs in negotiations** with a view to concluding an employment contract or represents clubs in negotiations with a view to concluding a transfer agreement ».

v Being an intermediary is first and foremost forging relations / intermediation ∅ The intermediary is the one who puts a player in contact with a club and inversely ∅ Representation in negotiations with a view to concluding an employment contract and/or a transfer agreement is a step that follows the linking process.

ü Definition given by the French Sport Code :

« Bring together, for a fee, interested parties to the conclusion of a contract either related to the paid exercise of a sport activity or practice, either that plans the conclusion of an employment contract related to the paid exercise of a sport activity or practice. »

II. Main rules about intermediaries laid down by the FIFIA

II. The rules : FIEA's new approach

- **Federations must develop a regulation and uphold the rules laid down by the FIEA**
- **Each federation must implement a registration system of the intermediaries**
 - ∅ Intermediaries, natural or legal persons, must submit to the federation an **intermediary declaration** by which they consent and comply to the statutes and regulations of the FIEA and the federation concerned.
 - ∅ By this declaration, the intermediary declares having an « impeccable reputation » and confirms that no criminal sentence has ever been imposed upon him or her, which has to be verified by the federation.
 - ∅ The federation also has to check that there is no contractual relationship with leagues, associations, confederations or FIEA that could lead to a potential **conflict of interest**.

II. The rules : FIEA's new approach

- **Intermediaries must conclude a representation contract with a player and/or a club at the time of the registration**
 - ∅ Mandatory particulars : the duration of the contract, the nature of the services, the amount of remuneration and the terms of payment, the conditions for termination.
 - ∅ Advice : other particulars should be integrated (exclusivity, irrévocability, compensation in case of wrongful termination, etc.)
- **Players and/or clubs are required to communicate to their federation details of the agreed remunerations with the intermediary**
 - ∅ The Regulations **recommends** (but doesn't require) limiting the intermediary's remuneration to **3%**:
 - Of the potential basic gross income of the player for the entire duration of the relevant employment contract ;
 - Or of the amount of the transfer fee.
 - ∅ Any payment for the services of an intermediary shall be made exclusively by the intermediary's client. After the conclusion of the transaction and subject to the club's approval, the player may give his written consent for the club to pay the intermediary on his behalf.

II. The rules : FIEA's new approach

- **Federations shall make publicly available, at the end of March of every calendar year, the names of all registered intermediaries as well as the details of the transactions carried out during the previous year**
 - They must also publish the total amount of all remunerations made to intermediaries displaying the consolidated total figure for all players and the individual clubs' consolidated total figure.
- **Double entrustment is allowed :**
 - As long as the player and the club that wish to engage the services of the same intermediary within the scope of the same transaction have :
 - Given their **written consent prior to the start of the negotiations,**
 - Confirmed, in writing, which party will remunerate the intermediary,
 - Informed the federation concerned.
- **Federations are responsible for the imposition of sanctions on any party under their jurisdiction.**

III. Territoriality of the rules laid down by the FIEA

III. Universality of the intermediary's regulations

- **The Regulations on collaboration with intermediaries is intended to be applied worldwide which allows to :**
 - ∅ Take into account the universality of football
 - ∅ Supervise and facilitate operations, that are most frequently internationals
- **France's case : an isolated and complex situation**
 - ∅ The French legislation, which is above FIFA's regulations, forces French citizen to possess a licence.
 - ∅ Some major differences exist : a legal person can't be an intermediary, prohibition of double entrustment, etc.
 - ∅ Some rules allow to ease the intervention of foreign agents in France.

IV. And the lawyers?

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FOOTBALL LAW AND TRANSFERS LAW

**PRESENTATION OF ME PIERRE MATHEY, LAWYER &
REGISTERED AGENT AT THE FOOTBALL ASSOCIATION (FA)**



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THIRD PARTY OWNERSHIP

Louis Derwa - Lawyer (Brussels Bar)

1. Transfer rules subject to EU law

1. Before BOSMAN'S CASE

Club allowed to demand a fee transfert after the end of the player's contract

2. After BOSMAN'S CASE

Club ask a fee transfert to compensate prematurely ending of the player's employment contract

2. HOW FOOTBALLTRANSFER ACTUALLYWORKS ?

A triangular agreement (Club selling, player, Club buyer) before the end of a current contract



3. WHAT IS THE TPO?

- Federative rights (only Clubs) and economics rights (TPO)
- "Third Party Ownership" arises where a player is registered to play for a club but a Third Party provides the Club with finance in return for a percentage of a specific player's future transfer fee
- TPO can only be realised by the sale of the clubs' federative rights in a player to another club through a transfer
- TPO depends on the club prematurely ending its employment contract with the player

4. WHO ARE THE THIRD PARTIES ?

- Third Party is defined as a "party other than the two clubs transferring a player from one to the other or any previous club with which the player has been registered".
Third parties include investment funds, companies, agents and private investors.
Sometimes investment made through secretive offshore entities.

5. HOW TPO WORKS ?

6. TPO : ADVANTAGES AND DISADVANTAGES



Advantages :

- Ordinary financing technique : TPO provides liquidity to a Club
- Could reduced inequality between small Clubs/ big Clubs (Athl.Madrid)



Disadvantages :

- Influence over Club's affairs
- Profitability vs contractual stability
- Ethical/moral concerns in trading the economic rights in human beings
- Inherently opaque and surrounded by secrecy
- Difficult to regulate/control
- Lack of transparency gives bad public perception on the game

7. FIFA'S TPO BAN

1.

18 bis FIFA RSTP :

« No club shall enter into a contract which enables any other party to that contract or any third party to acquire the ability to influence in employment and transfer-related matters its independence, its policies or the performance of its teams ».

2.

18 ter FIFA RSTP :

“No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.”

3.

18 bis + 18 ter = no pressure should be exerted by third parties upon clubs and players to make a transfer and decisions should be taken for sporting reasons.

TPO ban comes into effect on 1 May 2015.

8. TPO CASES

-TEVEZ-MASCHERANO (FAPL Disciplinary Panel, 27 avril 2007, FAPL c. West-Ham United – FA Arbitration panel, 3 juillet 2007)

- ROJO (TAS, aff. 2014/O/3781)

-DOYEN SPORTS RFC SERAING UNITED c. FIFA et URBSFA



Sir Alex Ferguson

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FOOTBALL LAW AND TRANSFERS LAW

**PRESENTATION OF ME Joao NOGUEIRA DA ROCHA, LAWYER &
MEMBER OF THE COURT OF ARBITRATION FOR SPORT**



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« FOOTBALL LAW » AND « TRANSFERT LAW »
10 MAY 2018

João Nogueira da Rocha

Lawyer and Member of the Court of Arbitration for Sport (CAS)

DISPUTES RELATED TO TRANSFERS:

1. BRIDGE TRANSFERS

2. PENALTY CLAUSES

3. TPO'S

1. Bridge transfers

A bridge transfer occurs when a club is used as an intermediary bridge in the transfer of a player from one club to another.

A bridge transfer is made for no apparent sporting reason.



Purposes

- To reduce the cost of training compensation or payments to be made under FIFA's solidarity contribution mechanism.
- Allowing the use of a club to circumvent the FIFA rule that prohibits TPO.
- To evade taxes.

MTK Budapest v. FC Internazionale Milano

- Inter was interested in signing a Hungarian player from MTK Budapest.
- The negotiations between the two clubs broke down.
- The player entered into a professional contract with a Maltese club (I.V category)
- After nine days at the Maltese club, the player was transferred to Inter.



FIFA – DRC DECISION



Art. 6.3, Annex 4 RSTP

"[...]The former club must offer the player a contract in writing via registered post at least 60 days before the expiry of his current contract. Such an offer shall furthermore be at least of an equivalent value to the current contract. [...]"

MTK did not prove it offered the player a contract.

MTK was not entitled to receive training compensation.



Arbitration CAS 2009/A/1757

Clubs should be encouraged to train players.

Clubs that carry out the training process successfully should be rewarded for their training efforts.

The other clubs which enjoy the fruits of that training process should be obliged to pay compensation



Unreasonable to require a club to offer a professional contract to all of its young amateur players.

It would be too costly and it would contravene the spirit and purpose of the FIFA transfer rules.

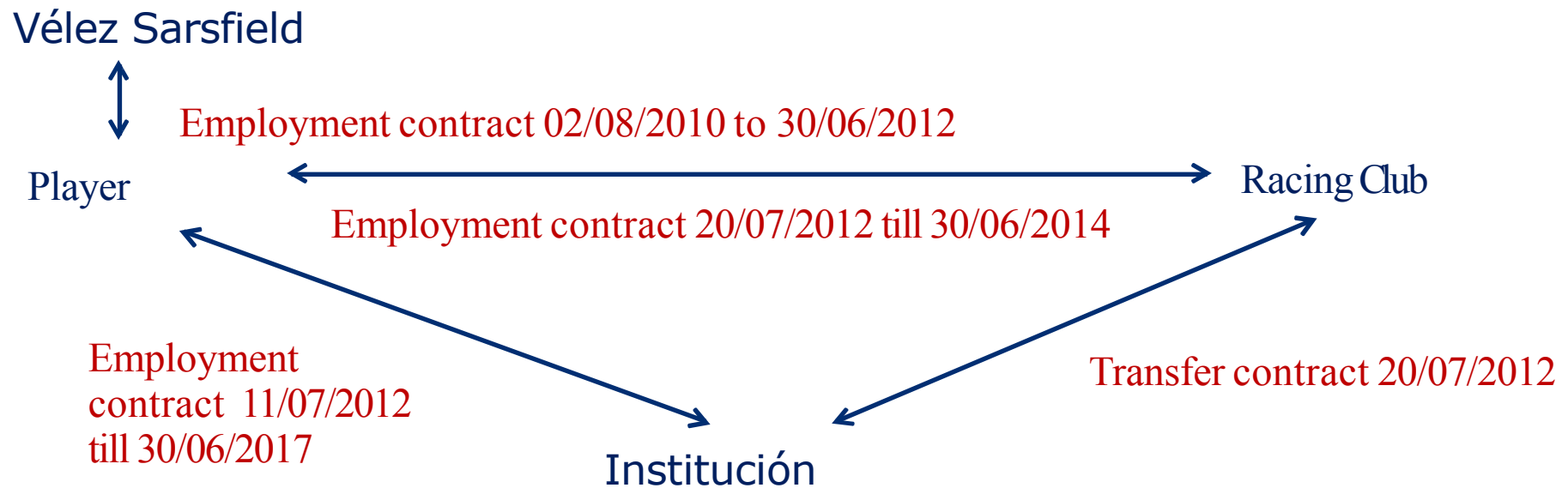
A similar principle was expressed in CAS 2008/A/1521:

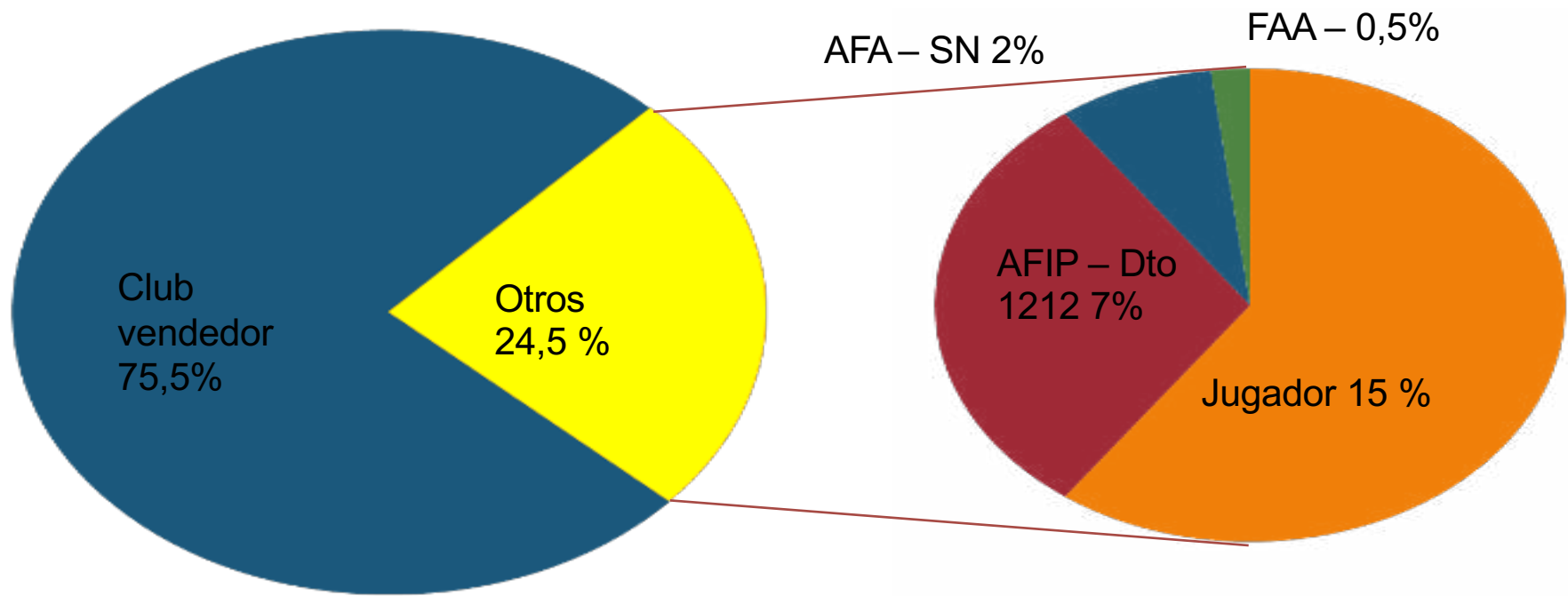
“one cannot expect a club, notably an amateur club, to focus on all its amateur players for whom training compensation might be paid by a third football club and consequently to make formal offers to all those players”.



- Inter that has benefited from the training efforts invested by MTK
- Inter that should be obliged to pay training compensation.
- CAS found this transfer to be irrational and considered that the training efforts of MTK Budapest should in any case be rewarded.
- Inter should pay a training compensation to the Hungarian team.

Racing Club v. FIFA





3 August 2012: the AUF sent to the AFA the ITC for the transfer from Institución to Racing. The transfer was registered on the same date in the TMS and remained in the status "*Closed. Awaiting payments*". No proof of payment was ever uploaded in the TMS with regard to this transfer.

28 August 2012: Racing, the Player and Institución agreed on a "*definitive and consensual*" rescission of the Transfer Contract. No payments had been made, nevertheless, the parties agreed that they had "*nothing to claim from each other*".



FIFA DC's Decision:

*"Racing Club is declared **guilty** for having participated in the transfer of the player F., which was conducted through the FIFA TMS for illegitimate purposes".*

- A fine in the amount of CHF 15,000.
- Racing is warned as to its future conduct.



Arbitration CAS 2014/A/3536

CAS Considerations

The transfer structure is to be considered as a “bridge transfer”.

This bridge transfer has apparently been initiated by the Player with a view to obtaining a personal economic benefit:

- Profit related to foreign exchange rates – Transfer payable in US dollars, currency which was subject to national restrictions in Argentina
- The **transfer compensation payment**, contrary to a signing on fee not oblige the Player to pay taxes.

CAS DECISION

The Player is not a "TMS User".

Racing was sanctioned for having entered untrue or false data on TMS for illegitimate purposes in bad faith by concluding a "bridge transfer".

the Panel must decide whether the transfer breached these provisions, and if it did so, whether the sanction is proportionate according the TMS rules.

The Panel finds that the sanction imposed by the FIFA DC is too severe.

→ The sanction is reduced to a reprimand.



Maritimo Futebol SAD v. Al-Ahli

On 11 July 2013, Maritimo agreed to transfer the Player to Al – Ahli for a sum of EUR 2,750,000.

The last instalment in the amount of 500,000 € should be paid on 30.06.2014

Al- Ahli failed to pay the last instalment due.

On 5 September 2014, Al – Ahli paid an additional €150,000.

Outstanding amount of the transfer fee: EUR 350,000,

The Penalty Clause:

In case AI - Ahli fails to duly comply on time with the payment obligations [...] , Marítimo shall be entitled to receive [...] an extra amount of € 10.000,00 per each day of payment's delay , being the payment of such fine not subject/dependent on the issuance of any notice placing AI - Ahli into contractual default.

FIFA DECISION:

Al - Ahli has to pay to Marítimo the amount of EUR 350,000, within 30 days as from the date of notification of this decision.

As regards to the penalty of EUR 10,000 per day of delay, Marítimo's request "was to be rejected in view with the fact that Marítimo had not provided Al -Ahli with an invoice for the 3rd instalment prior to 30 June 2014.



CAS 2015/A/4057

Request for relief by Maritimo:

Confirm that the Respondent is liable to pay to it the outstanding amount of € 350.000,00;

Establish that the Respondent is liable to pay to it a fine/penalty clause, corresponding to € 10.000,00 (ten thousand Euros) per each day of delay of the due payment.



No controversy about the EUR 350,000.

Not disputed that the penalty clause is according to the Swiss law (Articles 160 *et seq.* CO):

a) the parties bound thereby are mentioned,

b) the kind of penalty has been determined,

c) the conditions triggering the obligation to pay it are set

d) its measure is identified.

The Issues to be resolved

- Is the penalty payable even if the Appellant has not suffered any loss or damage?
- Is the penalty clause "*exclusive*" or "*cumulative*"?
- Is the penalty clause excessive?
- If the penalty clause is excessive, how should it be reduced?



Is the penalty payable even if the Appellant has not suffered any loss or damage?

Article 161 para. 1 CO:

- 1. The penalty is payable even if the creditor has not suffered any loss or damage.*



Is the penalty clause "*exclusive*" or "*cumulative*"?

“***Exclusive***” - **The** creditor must choose between compelling the performance , or **claiming** the penalty.

“***Cumulative***” - The creditor might claim the penalty in addition to performance.

Transfer contract stipulates:

2.3. Fine agreed for non-payment of the Transfer Fee on time:

*In case AI -Alli fails to duly comply on time with the payment [...] Marítimo shall be entitled to receive [...], **as a fine, an extra amount** of € 10.000,00 (ten thousand Euros) per each day of payment's delay.*

So, the agreed penalty is "cumulative".



Is the penalty clause excessive?

According to the Transfer Agreement, the Appellant would be entitled to the payment of EUR [...], which represents:

- 1.5 times the whole transfer compensation;
- 8.5 times the last instalment due ;
- 12.2 times the outstanding amount due;
- An annual interest rate of 717% on the last instalment due.
- An annual interest rate of 1,027,953% on the outstanding amount due.

In view of the above, the Panel finds the penalty excessive and must be reduced.

In view

How should the penalty clause be reduced?

The Swiss Supreme Court held that Article 163 CO is part of public order and that, as a consequence, the Judge must apply it even if the debtor has not expressly requested a reduction.

The judge must intervene only when the stipulated amount is so high that it unreasonably and flagrantly exceeds the amount admissible with regard to the sense of justice and equity.



Therefore, bearing in mind that:

- The penalty clause “ *was negotiated and reached upon the parties’ sole responsibility and free conscious, being considered as fair and proportionate*” ;
- The Judge must only reduce an excessive penalty so that its excessive character disappears and he must not substitute his own appreciation to the Parties’ will.

And considering:

a) the Appellants' interest,

b) the severity of the breach,

c) the intentional failure by the Respondent to execute the timely payment of the last instalment, and

d) the Respondent's overall attitude

Decision

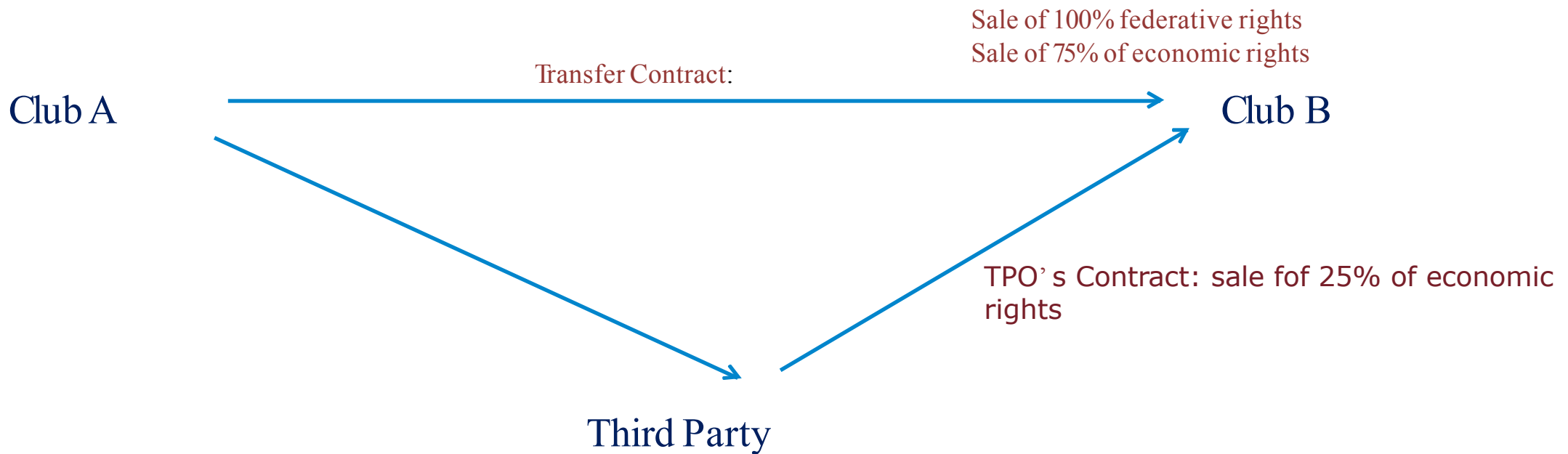
The Panel - reduces the penalty clause to EUR 500,00 per day,

Grounds – Such amount is reasonable and does not exceed the amount admissible with regard to the sense of justice and equity.





THIRD PARTY'S OWNERSHIP



FIFA REGULATIONS ON THE STATUS AND TRANSFERS OF PLAYERS

Article 18ter

Third-party ownership of players' economic rights

1. No club or player shall enter into an agreement with a third party whereby a third party is being entitled to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or is being assigned any rights in relation to a future transfer or transfer compensation.



RFC Seraing c. FIFA

9 July 2015: RFC Seraing seized an instruction in the TMS in order to permanently engage a Portuguese player, free from any contract and with whom an employment contract was concluded on 7 July.

. On the same date, RFC Seraing and Doyen signed an agreement called "*Economic Rights Participation Agreement*" ("*ERPA*") and referring to a partnership.



FIFA Decision

1. Violation of art. 18 bis of the FIFA RSTP: Concluding contracts that allow a third party to acquire the ability to influence the club's independence and policy.

2. Violation of art. 18 ter of the FIFA RSTP for having entered into agreements with a third party allowing him to claim compensation payable in connection with the future transfer of players.

Sanctions:

- Prohibition from registering players during four registration periods.
- Fine in the amount of CHF 150,000.

TAS 2016/A/4490

RFC Seraing Appeal

Request for relief:

- Primarily, considers that the sanctions imposed are unlawful, due to the illegality of the regulatory provisions on which this decision claims to be based, namely the total ban on TPO / TPI as contained in the Circular FIFA 1464 (new articles 18 bis and 18 ter of the RSTJ). “[...]

Main question to be answered by the CAS Panel

According to FRC Serrano, articles 18bis and 18ter of the RSTJ specifically affect:

- the freedom of movement of capital (Article 63 TEUC),
- the freedom of movement of workers (Article 45 TEUC),
- the freedom to provide services (Article 56 TEUC)



Restrictions on the freedoms guaranteed by the TEUC

The European Court of Justice admits restrictions on these freedoms since the restrictive measure:

→ *pursues a legitimate aim*

→ *the application of such measure is appropriate to guarantee the achievement of the objective*

The objectives to be achieved

➡ The regularity of sports competitions (ECJ 13 April 2000, case C-176/96 "*Lehtonen*", §§ 53 *et seq.*)

➡ The balance between the clubs and the uncertainty of the results (ECJ 15 December 1995, case C-415/93 "*Bosman*", § 106),

➡ The integrity and objectivity of the competition (ECJ 18 July 2006, case C-519/04 "*Meca-Medina*", § 43),

➡ The protection of the image and ethics of football (Paris Court of Appeal 13 April 2016, No. 13/20972 "*P. v. FIFA*"),

➡ The sports integrity of competitions, the prevention of conflicts of interest and the public's confidence in the fairness of competition (European Commission, 25 June 2002, case COMP / 37 806 "*ENIC*", §§ 28 and 37)

CAS Decision

The objectives invoked by FIFA to justify the measures in question and their restrictive effects are legitimate objectives within the meaning of the EU case law.

The alleged acts constitute a violation of the provisions of Article 18bis RSTJ and an infringement of the provisions of Article 18ter RSTJ as supported by FIFA.



THANK YOU FOR YOUR ATTENTION

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