

Decision
of the
adjudicatory chamber
of the
FIFA Ethics Committee

Mr Vassilios Skouris [GRE], Chairman
Mr Vinayak Pradhan [MYS], Deputy chairman
Mr Melchior Wathelet [BEL], Member

taken on 24 September 2019

in the case of:

Mr Enrique Sanz [COL]

Adj. ref. no. 21/2019
(Ethics 150356)

I. Inferred from the file

1. Mr Enrique Sanz (hereinafter: “Mr Sanz” or “the official”), Colombian national, was a high ranking football official, in particular the Secretary General of the Confederation of North, Central American and Caribbean Association Football (CONCACAF) between 2012 and 2015.
2. On 27 May 2015, the United States Department of Justice (hereinafter “DOJ”) issued a press release relating to the Indictment of the United States District Court, Eastern District of New York also dated 27 May 2015 (hereinafter “*the Indictment*”). In the Indictment, the DOJ charged several international football executives with “*racketeering, wire fraud and money laundering conspiracies, among other offenses, in connection with their participation in a twenty-four-year scheme to enrich themselves through the corruption of international soccer*”. The Indictment was followed by arrests of various persons accused therein, executed by state authorities in Europe, South America and the United States of America.
3. In paragraph 48 of the Indictment, Co-Conspirator #4 was described as follows: “In or about and between 1999 and July 2012, Co- Conspirator #4 was employed as a high-ranking executive of [Company 1]. In or about and between July 2012 and the present, Co-Conspirator #4 was employed as the general secretary of CONCACAF. In that role, Co-Conspirator #4 oversaw the transition of CONCACAF’s administrative headquarters from New York, New York, where the prior general secretary (Co-Conspirator #1) resided, to Miami, Florida, where it is presently located. In addition to his duties as CONCACAF general secretary, Co-Conspirator #4 served as the general secretary of the Copa América Centenario executive committee, a joint CONCACAF/CONMEBOL body that was created in 2014 to oversee the 2016 Copa América Centenario, further described below”.
4. Based on the above-mentioned description (which corresponds to Mr Sanz) and the findings established in the Indictment, on 1 June 2015, Mr Sanz was notified that formal investigation proceedings, pursuant to arts. 63 par. 1 and 64 par. 1 of the 2012 FCE, had been opened against him under referenced 150356, relating to possible violations of arts. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 25 of the FCE, 2012 edition (“2012 FCE”).
5. With regard to the procedural history before the investigatory chamber, reference is made to the relevant section in the final report.
6. On 6 August 2019, the investigatory chamber of the FIFA Ethics Committee (hereinafter: “the investigatory chamber”) informed Mr Sanz that it had concluded its investigation proceedings and, therefore, it had submitted its final report (hereinafter: “the final report”) to the attention of the Chairperson of the adjudicatory chamber of the FIFA Ethics Committee (hereinafter: the adjudicatory chamber).
7. On 8 August 2019, Mr Vassilios Skouris, chairperson of the adjudicatory chamber (the Chairperson), opened adjudicatory proceedings against Mr Sanz in accordance

with art. 68 par. 3 of the FCE, 2019 edition (“FCE”). Mr Sanz was also provided with a copy of the final report and its enclosures, and informed of the deadlines within which he would have to provide his position on the final report and to request a hearing.

8. On the same day, Mr Sanz’s legal representative informed that, for medical reasons, Mr Sanz would be unable to substantively respond to the allegations against him. His legal counsel also claimed that the final report was incomplete, as a crucial part of its findings is based on portions of statements made in plea agreements or undercover taped conversations which are not public. Finally, his counsel stated that the adjudicatory chamber should proceed to adjudicate this matter in the manner it deems appropriate under the circumstances.
9. On 12 August 2019, Mr Sanz was asked to clarify his current health or medical status and provide any supporting documentation in this respect. Mr Sanz was also informed that, in order to provide him with more time to gather any documents and information that could be relevant for his defense, the time limit to submit his position had been exceptionally extended. Finally, Mr Sanz was referred to art. 38 of the FCE regarding representation during ethics proceedings, as well as to art. 69 par. 4 of the FCE, which allows the representatives of the parties to attend hearings and submit orally their respective requests.
10. On the same day, Mr Sanz’s legal representative informed that he would not provide documentation of Mr Sanz’s medical condition, as such documents were protected by U.S. privacy laws, and given the difficulty and costs incurred by gathering records of medical treatments spanning a period of five years at different institutions. He moreover stated that he could not represent a client who is unable to assist in the defense (by responding to the allegations he has substantive information of). Finally, Mr Sanz’s legal representative repeated that the final report was incomplete and stated that “you will proceed as you intend to proceed”.
11. On 3 September 2019, Mr Sanz was informed about the composition of the adjudicatory chamber’s panel.
12. No further correspondence was received from Mr Sanz (or his legal representative).

II. and considered

A. Applicability of the FCE *ratione materiae* (art. 1 of the FCE)

1. The adjudicatory chamber notes that, according to the final report of the investigatory chamber on the present matter, there are several indications of potential improper conduct in terms of the FCE by the official. In particular, during the investigations, possible violations of the relevant provisions of the FCE related to bribery and corruption (art. 27), as well as its analogous provisions in the 2018, 2012 and 2009 editions of the FCE, have been identified. The factual circumstances raise, without any doubt, questions of potential misconduct in terms of the FCE.

2. Consequently, the FCE is applicable to the case according to art. 1 FCE (*ratione materiae*).

B. Applicability of the FCE *ratione personae* (art. 2 of the FCE)

3. According to art. 2 FCE, the Code shall apply, *inter alia*, to “officials”. The definitions section of the current FCE does not contain a definition of the term “official” but refers to the definitions section in the FIFA Statutes.
4. By virtue of his various position within CONCACAF mentioned previously (cf. par. I.1 above), Mr Sanz was an official within the meaning of the definition given in no. 13 of the definitions section in the FIFA Statutes during the period presently relevant (2012 – 2015).
5. As a consequence, at the time the relevant actions and events occurred, and in view of Mr Sanz’s position in football at the time, the FCE applies to the official according to art. 2 of the FCE (*ratione personae*).

C. Applicability of the FCE *ratione temporis* (art. 3 of the FCE)

6. The relevant events took place between 2012 and 2015, at a time before the 2019 edition of the FCE came into force. With regard to the applicability of the FCE in time, art. 3 of the FCE stipulates that the (current) FCE shall apply to conduct whenever it occurred. Accordingly, the material rules of the FCE shall apply, provided that the relevant conduct was sanctionable at the time (with a maximum sanction that was equal or more) and unless the previous editions of the FCE would be more beneficial to the party (*lex mitior*).
7. In this context, following the relevant case law and jurisprudence, the adjudicatory chamber notes that the spirit and intent of the 2012 and 2009 editions of the FCE (which were applicable in the relevant period 2012 – 2015) is duly reflected in art. 27 of the FCE, which has corresponding provisions in the 2012 FCE (art. 21) and 2009 FCE (art. 11).
8. In consideration of all the above, the adjudicatory chamber concludes that the different FCE editions cover the same offence and that the maximum sanctions in the current FCE are equal or less. Furthermore, from a material point of view, the adjudicatory chamber considers that none of the provisions would be more beneficial to the accused (principle of “*lex mitior*”), since their application would lead to the same result.
9. Consequently, the current edition of the FCE is applicable to the case according to art. 3 of the FCE (*ratione temporis*).

D. Jurisdiction of the FIFA Ethics Committee

10. The scope of jurisdiction of the FIFA Ethics Committee is defined in art. 30 of the FCE, which is more restrictive compared to the equivalent provisions in the previous editions of the FCE.
11. Art. 30 of the FCE defines a primary (par. 1) and subsidiary (par. 2) competence of the FIFA Ethics Committee. At present, the competence of the FIFA Ethics Committee is based on par. 2, which stipulates that where the conduct affects a confederation, the Ethics Committee shall be entitled to investigate and judge the respective matter when said conduct has not been investigated and judged, and/or cannot be expected to be investigated and judged by the relevant bodies of the confederation concerned.
12. The adjudicatory chamber notes that the matter was not investigated and judged by the relevant bodies of CONMEBOL (or at member association level). Consequently, the FIFA Ethics Committee is entitled to judge his conduct as per art. 30 par. 2 of the FCE.

E. Assessment of potential violation of art. 27 of the FCE (Bribery and corruption) committed by Mr Sanz

1. The relevant facts

13. The official may have violated art. 27 of the FCE in connection with the following schemes:
 - A. *CFU 2018 and 2022 World Cup Qualifiers Scheme*
14. Prior to his appointment as CONCACAF general secretary, Mr Sanz participated, on behalf of [Company 1], in the negotiation of a contract to acquire the media and marketing rights to the 2018 and 2022 World Cup qualifier matches of the Caribbean Football Union (CFU) member associations.
15. Mr Jeffrey Webb, at the time the President of the Cayman Islands Football Association (CIFA) and a high-level CFU official, participated on behalf of CFU in contract negotiations for [Company 1] to acquire the exclusive worldwide commercial rights for CFU's 2018 and 2022 World Cup qualifier matches.
16. During the negotiations, Mr Sanz met with Mr Costas Takkas, the General Secretary of the CIFA and attaché to Mr Webb at the time, who informed Mr Sanz that Mr Webb wanted a USD 3 million bribe in exchange for his support and influence in awarding the CFU contract to [Company 1]. Mr Sanz agreed and then advised Mr Aaron Davidson, at the time the president of [Company 1], of the bribe.
17. In May 2012, Jeffrey Webb was elected President of CONCACAF. In or around July 2012, Mr Sanz, who had been a vice president of [Company 1], was appointed as

CONCACAF's general secretary. On or about 28 August 2012, the agreement between [Company 1] and CFU for the purchase of media and marketing rights to World Cup qualifier matches for USD 23 million was signed. Mr Davidson signed the contract on behalf of [Company 1].

18. To effectuate payment of [Company 1]'s portion of the bribe, Mr Sanz, already secretary general of CONCACAF, put Mr Takkas in contact with [Company 1] executives in Brazil and also participated in meetings on the subject. Mr Sanz participated in such meetings by telephone from Miami, Florida and also in person in Brazil. The payment was eventually made to accounts held in the name of entities controlled by Mr Takkas, and then forwarded on through an intermediary account to Mr Webb.
19. The above bribery scheme was confirmed in the guilty pleas of Mr Davidson, Mr Takkas and Mr Webb, the former mentioning Mr Sanz and his involvement.

B. CONCACAF Gold Cup/Champions League Scheme

20. In July 2012, shortly after being appointed General Secretary of CONCACAF, Mr Sanz entered into negotiations with [Company 1] for the sale of media and marketing rights associated with the CONCACAF Gold Cup and the CONCACAF Champions League. Mr Davidson was involved in the negotiations on behalf of [Company 1]. [Company 1] eventually obtained the exclusive worldwide commercial rights to the 2013 edition of the Gold Cup and the 2013-14 and 2014-15 seasons of the CONCACAF Champions League for USD 15.5 million. The contract between CONCACAF and [Company 1] was signed on or around 27 November 2012.
21. In the course of the contract negotiations, Mr Webb instructed Mr Sanz to seek a bribe, and the latter solicited from [Company 1] a USD 1.1 million bribe payment for Mr Webb, in addition to the contract price.
22. Thereafter, Mr Webb and Mr Sanz discussed the best way to effectuate the bribe payment in a manner that would conceal its nature. Ultimately, Mr Webb decided to use an overseas company that manufactured soccer uniforms and soccer balls. [Company 1] made domestic and international wire transfers for the contract and bribe payments, respectively, in connection with the 2012 Gold Cup/Champions League Contract.
23. On or around 15 November 2013, [Company 1] entered into a USD 60 million renewal contract for exclusive sponsorship rights associated with the 2015, 2017, 2019, and 2021 editions of the Gold Cup and the 2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, and 2021-22 seasons of the CONCACAF Champions League. Mr Sanz led the negotiations on behalf of CONCACAF and Mr Davidson led the negotiations on behalf of [Company 1].
24. Again, Mr Webb directed Mr Sanz to solicit a bribe in relation to the awarding of the 2013 Gold Cup/Champions League Contract to [Company 1]. Though Mr Webb

wanted more, the parties eventually settled on USD 2 million as the amount of the bribe payment, which Mr Davidson and [A] agreed to pay.

25. The above bribery scheme was confirmed in the guilty pleas of Mr Davidson, Mr Takkas and Mr Webb, the former mentioning Mr Sanz and his involvement.

C. CONMEBOL/CONCACAF Copa América Centenario Scheme

26. The Copa América was originally a tournament organized by the Confederación Sudamericana de Fútbol (hereinafter: "CONMEBOL"), featuring the men's national teams of its member associations. Since 1993, two national teams from CONCACAF were invited to participate.
27. As from the late 80s, a company called "[Company 1]" (hereinafter: "[Company 1]") held the exclusive commercial rights for each edition of the Copa America. These rights were assigned to [Company 1] via contracts signed between [Company 1] and CONMEBOL. The owner of [Company 1] is [A].
28. However, in or around June 2010, [Company 2] - owned and controlled by [C] and [B] - entered into an agreement with CONMEBOL. Pursuant to this agreement, [Company 2] would become the exclusive agent to commercialize the media and marketing rights as from the 2015, 2019, and 2023 editions of the Copa America.
29. Once [Company 1] became aware of the above agreement between CONMEBOL and [Company 2], they filed a lawsuit before the courts of Florida against CONMEBOL (including CONMEBOL officials) and [Company 2]. They did so on the basis of a contract dated 2001, pursuant to which CONMEBOL had already assigned the broadcasting rights for the 2015 edition of the Copa America to [Company 1].
30. In order to end the legal dispute, [Company 1], [Company 2] and [Company 4] discussed the possibility of jointly acquiring the commercial rights to the Copa America, and that in exchange, [Company 1] would withdraw its lawsuit. As a result of said discussions, the parties agreed to create the company [Company 3] to formally engage with CONMEBOL.
31. In or around March 2013 (shortly before the establishment of [Company 3], [D] ([Company 4]), [C] and [B] ([Company 2]) and [A] ([Company 1]) met in Buenos Aires, Argentina. During this meeting, [A] was informed by the other parties that [Company 2] and [Company 4] had agreed to make regular bribe payments to CONMEBOL officials in connection with the Copa America rights. [A] was also informed that this scheme already existed under the previous contract between [Company 2] and CONMEBOL, and that some bribe payments had already been made. [Company 1] was consequently asked to contribute USD 10 million toward the costs (which included the bribes) that had been incurred to date. [A], on behalf of [Company 1], agreed.

32. [Company 3] was formally established on 21 May 2013. [Company 1], [Company 4], and [Company 2] each held a one-third interest in the company. On 25 May 2013, CONMEBOL entered into an agreement with [Company 3], awarding the latter the media and marketing rights for the 2015, 2019 and 2023 editions of the Copa America (“[Company 3] contract”).
33. The 2016 edition of the tournament (hereinafter: “Copa América Centenario”) included teams from both CONMEBOL and CONCACAF in order to celebrate the tournament’s 100th anniversary. The event was held in the United States of America. As the bribery scheme discussed in the preceding paragraphs evolved and progressed, so, too, did CONMEBOL’s and CONCACAF’s efforts to organize and promote the Copa America Centenario.
34. [Company 3] acquired the exclusive commercial rights to the Copa America Centenario that CONMEBOL held as part of the 2013 Copa America Contract. In addition, [Company 3] contracted with CONCACAF, in its capacity as the co-organizer of the tournament, to acquire CONCACAF’s rights to that tournament as well.
35. In connection with the negotiations between [Company 3] and CONCACAF, which involved Mr Sanz, Mr Webb, [D], chief executive officer of [Company 4] and Mr Davidson, Mr Eugenio Figueredo (former president of CONMEBOL), [C], and [B] (owners of the company [Company 2]), among others, [Company 3] also agreed to pay Mr Webb a bribe in relation to CONCACAF signing the Copa America Centenario contract with [Company 3].
36. In a March 2014 meeting in Queens, New York, which occurred days after the Copa America Centenario contract was signed, Mr Davidson told [A] that [B] had called him the previous week to get Mr Davidson’s help in figuring out a way to make the payment to Mr Webb. Mr Davidson said he cut [B] off because he did not want to talk about the subject on the phone and told [B] and [C] that they would talk in person when [B] travelled to Miami, Florida the following week.
37. During the jury trial against Mr Napout, Mr Burga and Mr Marin before the US courts, additional evidence was presented, namely by means of new documents (in particular recordings of meetings between [D], Mr Davidson, [A], [C] and [B]) and witness testimonies of [D] and [A]. The transcripts of the relevant recordings specifically mention Mr Sanz and his involvement.
38. Finally, the above bribery scheme was confirmed in the guilty pleas of Mr Davidson and Mr Webb.
39. In conclusion, and based on the available evidence, Mr Sanz negotiated bribe payments to Mr Webb in relation to various tournaments as follows:
 - For the CFU World Cup Qualifiers scheme, Mr Sanz participated in a negotiation of a bribe payment in the amount of USD 3 million;

- For the CONCACAF Gold Cup/Champions League scheme, Mr Sanz participated in a negotiation of a bribe payment in the amount of USD 3.1 million; and
- For the CONMEBOL/CONCACAF Copa America Centenario, Mr Sanz participated in a negotiation of a bribe payment in the amount of USD 10 million.

2. Legal assessment

A. Wording of the relevant provision

40. With regard to the structure of art. 27 of the FCE, the adjudicatory chamber notes that the actual offence of bribery is laid down in the opening sentence of art. 27 par. 1 of the FCE, both with regard to the offerer (“offer, promise, give”) and the offeree (“accept, receive, request or solicit”). The second sentence specifies the persons who may be involved in the act of bribery. The third sentence is a further specification of the first sentence in view of art. 322^{ter} and art. 322^{quater} of the Swiss Criminal Code to which there are several analogies.

B. Persons involved

41. The first two elements set out in art. 27 par. 1 FCE are that (i) the person acting must be bound by the FCE and (ii) the counterpart must be a person within or outside FIFA. As has already been shown (cf. par. II.4 above), Mr Sanz was at the relevant time an official bound by the FCE. As the relevant bribes were made by different third parties (including Mr Davidson, [A], [D] and [C] and [B], as well as their respective companies), the counterpart condition is also fulfilled *in casu*.

C. Personal or undue pecuniary or other advantage

42. Secondly, a “personal or undue pecuniary or other advantage” must be at stake.

a. Pecuniary or other advantage

43. With regard to the term “pecuniary or other advantage”, the adjudicatory chamber brings up that this includes any kind of advancement of economic, legal or personal, material or non-material interest.
44. Without any doubt, the various bribes amounting to USD 16 millions offered, accepted and/or received by Mr Webb, that had been negotiated by Mr Sanz on his behalf, gave the former a pecuniary advantage within the meaning of art. 27 par. 1 of the FCE.

b. Personal or undue advantage

45. Not every kind of pecuniary or other advantage, however, falls under the scope of art. 27 par. 1 of the FCE. Rather, the relevant advantage has to be a “personal or undue” one.

46. Mr Sanz, in his position as a high-ranking football official, had an active role negotiating considerable pecuniary advantages (as described previously) on behalf of Mr Webb without legal basis in exchange for the latter using his influence (within CFU and CONCACAF) in relation to the awarding the media and marketing rights for various football tournaments to sports marketing companies. Moreover, the witnesses and participants to the various schemes confirmed that the amounts offered, accepted and/or paid represented bribes.
47. Furthermore, the advantage does not necessarily have to concern the personal (or private) benefit of the official accepting or negotiating it, as it can also be intended for a third person or an organization indicated by/related to that official (CAS award 2011/A/2426 Amos Adamu v/FIFA page 52).
48. In the present case, the bribes were specifically offered or addressed to Mr Webb, which makes them personal and, even if they did not benefit Mr Sanz (directly), the latter was still involved in their negotiation or facilitation.
49. Following the above considerations, it can be concluded that the respective advantages negotiated by Mr Sanz on behalf of Mr Webb constitute a personal or undue pecuniary advantage within the meaning of art. 27 par. 1 of the FCE.

D. Accepting, giving, offering, promising, receiving, requesting or soliciting an advantage

50. The undue pecuniary or other advantage within the meaning of art. 27 par. 1 of the FCE must, in order to constitute a violation of the same provision, be accepted, given, offered, promised, received, requested or solicited by the persons involved.
51. These acts (of accepting, giving, offering, promising, receiving, requesting or soliciting) are prohibited regardless of whether carried out directly or indirectly through, or in conjunction with, intermediaries or related parties. Accordingly, the exchange of the promise or of the advantage itself does not necessarily have to occur between the offeror (in this case Mr Davidson, [A], [D] and [C] and [B], as well as their respective companies) and the offeree (Mr Webb) themselves.
52. As far as Mr Sanz is concerned, it is indubitable that the payment of bribes from [Company 1], [Company 3] or other companies were not only negotiated and accepted, but further paid to Mr Webb. Mr Sanz's involvement in this respect is clear and without any doubt, as he had an active role negotiating the bribes on behalf of Mr Webb, who tried to conceal the nature, source, location, ownership or control of the funds.

E. Ratio of equivalence

53. The core element of art. 27 par. 1 of the FCE is the establishment of a "*quid pro quo*" (ratio of equivalence) between the undue advantage and a specific action by the official obtaining it.

aa. Act that is related to official activities

54. Acts of bribery require that they aim at an act which is related to the official activities of the offeree or recipient.
55. *In casu*, Mr Sanz, in his capacity as secretary general of CONCACAF, signed the majority of the relevant contracts in connection with CONCACAF competitions. There can be no doubt that these are acts that are related to his official duties and activities.

bb. Act contrary to duties or falling within discretion

56. The targeted official act must, then, be either contrary to the duties of the official or, despite not being contrary to his duties, be based on illegitimate motives or flawed conduct on his part.
57. As it has already been established, Mr Sanz was actively involved in the negotiation of bribes being offered and paid to Mr Webb by Mr Davidson, [A], [D] and [C] and [B], as well as their respective companies, without a proper basis being in place to justify the payments. Consequently, and in light of the above considerations, Mr Sanz's acts have to be considered as being based on illegitimate motives and constitute flawed conduct that was contrary to his duties.

cc. Incitement of the execution or omission of the act

58. The undue advantage pursuant to art. 27 par. 1 of the FCE must, then, specifically be given in exchange for the execution or omission of the act (*quid pro quo*). Since it is, in many cases, difficult to establish a correlation between a payment and a particular act of an official, the Swiss Federal Court and legal doctrine refer to objective indicators in such contexts. Of particular relevance are, for instance, the amount of the payment, the timing of the payment and the act of the official, as well as the occurrence and frequency of contacts between the parties involved.
59. In this respect, the adjudicatory chamber further recalls that CAS has held that "*corruption is, by nature, concealed, as the parties involved will seek to use evasive means to ensure that they leave no trail of their wrongdoing*" (CAS 2014/A/3537, par. 82; CAS 2010/A/2172, par. 21). On the other hand, it must be pointed out that according to the pertinent definition of CAS, a violation must be established to the comfortable satisfaction of the adjudicatory chamber "*bearing in mind the seriousness of the allegation*". Without any doubt, the allegation of bribery is among the most serious ones under FIFA's rules and regulations and the FCE; as a consequence, even if the act of bribery does not have to be proven beyond reasonable doubt, it shall also not be considered as established with levity.
60. As established above, Mr Sanz, in his capacity as secretary general of CONCACAF, participated in a scheme in which several bribe offers (between USD 3,000,000 and USD 10,000,000) from different entities ([Company 4], [Company 1], [Company 3])

were accepted by Mr Webb in exchange for his support (signature and approval) to the several contracts entered into by CFU and CONCACAF with those companies in connection with the CFU and CONCACAF tournaments.

dd. Intention to obtain or retain business or any other improper advantage

61. Finally, art. 27 par. 1 of the FCE states that the undue advantage must be given “in order to obtain or retain business or any other improper advantage”. This requirement is to be sub-divided into several different elements, the first one being the business and/or advantage sought.
62. With regard to the term “advantage”, the adjudicatory chamber points out that it must be interpreted in a broad sense, i.e. any kind of betterment or advancement of economic, legal or personal, material or non-material nature (cf. par. II.43 above).
63. With regard to all schemes, it is quite clear that Mr Davidson, [A], [D] and [C] and [B] wanted Mr Sanz to sign (or support) all the contracts regarding CFU and CONCACAF tournaments for them and their companies. Thus, all those persons sought an improvement of their contractual position (e.g. long-term contract without any competition) with regard to the rights of the CFU and CONCACAF tournaments. Such an improvement constitutes a personal betterment and thus an “advantage” within the meaning of art. 27 par. 1 FCE. Consequently, the requirement resulting from art. 27 par. 1 FCE, according to which a specific advantage must have been sought, is met in all schemes.
64. Furthermore, the advantage sought must be “improper”. In the present context, it is clear that the efforts to obtain an improvement of a contract or an approval of a contract have to be carried out by legitimate means, and that the use of illegitimate means (for example any kind of reward for an act of an official) renders the advantage sought improper.
65. In the present case, Mr Webb solicited, was offered and accepted payments or bribes from Mr Davidson, [A], [D] and [C] and [B], which were negotiated by Mr Sanz, in order to obtain his support for the approval and signing of contracts with their respective companies. Therefore such payments should be considered as rewards, and consequently an “improper advantage” within the meaning of art. 27 par. 1 FCE.
66. As for the connection between the improper advantage and the process of offering, promising, giving or accepting pecuniary or other advantages, it has already been established that:
 - With regard to the CFU World Cup Qualifiers scheme, the bribe from [Company 1] (USD 3 million), in the negotiation of which Mr Sanz was involved, were a reward for Mr Webb’s support or influence, as president of CFU, in the approval of the contract regarding the commercial rights for the relevant qualifier matches (between CFU and the aforementioned company);

- With regard to the CONCACAF Gold Cup/Champions League scheme, the payments from [Company 1] (USD 3.1 million), in the negotiation of which Mr Sanz was involved, were a reward for Mr Webb's support or influence, as president of CONCACAF, in the approval of the contract regarding the commercial rights for the respective competition;
 - With regard to the CONMEBOL/CONCACAF Copa America Centenario, the payments from [Company 3] to Mr Webb, in the negotiation of which Mr Sanz was involved, were a reward for Mr Webb's support or influence, as president of CONCACAF, in the approval of the contract regarding the commercial rights for the respective competition.
67. Consequently, there is a clear connection between the advantage concerned (i.e., the improvement of Mr Davidson, [A], [D] and [C] and [B], as well as the position of their companies) and the giving of the pecuniary advantages in all schemes.
68. In the light of the foregoing, it is also established that Mr Davidson, [A], [D] and [C] and [B] offered and gave an advantage to Mr Webb, negotiated and facilitated by Mr Sanz, in order to obtain an improper advantage, in violation of art. 27 par. 1 of the FCE:

F. Conclusion

69. All in all, and in the light of the considerations and findings above, the adjudicatory chamber holds that Mr Sanz by his conduct presently relevant, has violated art. 27 of the FCE (Bribery and corruption).

F. Sanctions and determination of sanctions

70. According to art. 6 par. 1 of the FCE, the Ethics Committee may pronounce the sanctions described in the FCE, the FIFA Disciplinary Code (hereinafter: FDC) and the FIFA Statutes.
71. When imposing a sanction, the adjudicatory chamber shall take into account all relevant factors in the case, including the nature of the offence, the offender's assistance and cooperation, the motive, the circumstances, the degree of the offender's guilt, the extent to which the offender accepts responsibility and whether the person mitigated his guilt by returning the advantage received (art. 9 par. 1 FCE). It shall decide the scope and duration of any sanction (art. 9 par. 3 FCE).
72. First of all, when evaluating the degree of the official's guilt in the context of sanctioning the violation of art. 27 of the FCE, the seriousness of the violation and the endangerment of the legal interest have to be taken into account. The legal interest protected by this provision refers to the integrity (cf. art. 2 let. e of the FIFA Statutes) and the objectivity of FIFA and its bodies and officials, as well as to the trust of the individuals and institutions subject to FIFA's powers as an association. Endangering

this legal interest, in turn, is likely to cause serious damage to the trust in FIFA. Accordingly, FIFA has a legitimate interest to take a tough stance against violations of this provision.

73. In this respect, it should be pointed out that Mr Sanz has held a very prominent and senior position in association football at regional (and international) level. In these functions, he had a responsibility to serve the football community as a role model. In addition, no acts of mere negligence are at stake here but deliberate actions (see art. 6 par. 2 of the FCE). By the same token, the relevant acts are not merely attempted acts but have been completed. In view of these findings, Mr Sanz's degree of guilt must be regarded as serious.
74. The adjudicatory chamber points out that Mr Sanz was free at all times to prevent or report the intended acts (in relation to the bribes being offered, accepted and paid to Mr Webb), thereby avoiding the violation of the protected legal interest. In view of these circumstances, Mr Sanz's degree of guilt must be regarded as serious and his behaviour as inexcusable.
75. Moreover, a circumstance that is, in principle, suited to mitigate the culpability of an offender, is remorse or confession. In this respect, the adjudicatory chamber takes note, when determining the sanction, that Mr Sanz has not expressed any demonstration of awareness of wrongdoing and/or remorse in the context of the present proceedings. In fact, he has even refused (through his legal representative), to cooperate or participate in the present adjudicatory proceedings.
76. Finally, the adjudicatory chamber recalls that Mr Sanz has been involved in criminal proceedings before courts in the United States, being charged in the Indictment (cf. par. I.2 above).
77. To sum up, the adjudicatory chamber is of the view that the guilt of Mr Sanz in the present case is extremely serious, and virtually no elements exist that could mitigate the degree of his guilt.
78. With regard to the type of sanction to be imposed on Mr Sanz, the adjudicatory chamber deems – in view of the serious nature of his misconduct (cf. par. II.39 and II.77 above) – only a ban on taking part in any football-related activity is appropriate in view of the inherent, preventive character of such sanction in terms of potential subsequent misconduct by the official. In the light of this, the adjudicatory chamber has chosen to sanction Mr Sanz by banning him from taking part in any football-related activity (art. 7 par. 1(j) of the FCE; art. 56 par. 2(f) of the FIFA Statutes; art. 11(f) and art. 6 par. 2 lit. c) of the FDC).
79. When determining the scope and duration of a ban, the adjudicatory chamber has to be guided by the principle of proportionality.
80. With regard to the scope and duration of a ban (see art. 9 par. 2 and 3 of the FCE), neither the FCE nor the FIFA Statutes nor the FDC set forth any general minimum or maximum limits. According to the well-established case law of CAS, lifetime bans

are admissible under the Code (see, e.g., CAS 2014/A/3537). However, when determining the scope and duration of the ban in a specific case, the adjudicatory chamber has to be guided by the principle of proportionality.

81. At this point, the adjudicatory chamber reaffirms its position of zero tolerance against all kinds of corruption. In this context, the adjudicatory chamber refers to the relevant case-law of CAS, which has expressly confirmed that it is essential for sporting regulators like FIFA to impose sanctions sufficient to serve as an effective deterrent to individuals who might otherwise be tempted to consider involvement in such criminal activities, and that it is vital that the integrity of sport is maintained (cf. CAS 2010/A/2172, par. 80 *et seqq.*). In the respective context, CAS found a lifetime ban from any football-related activities against the accused concerned to be a proportionate sanction. In another relevant decision, CAS expressively stated that only strong sanctions would set the necessary deterrent signal to officials (cf. CAS 2009/A/1920, par. 116).
82. Finally, the adjudicatory chamber stresses that corruption affects the very core of sports and is nothing less than life threatening for sports and sports organisations. Thus, if officials who are found guilty of corruption remained within the sports structures, this would cause irreparable damage to sports and football in general and to FEPAFUT, CONCACAF and FIFA in particular. In cases like the present one, the only means to save sports from enormous reputational damage is a determined and resolute sanctioning of the persons concerned. In addition, it must be noted that corruption offences are to be rated in every respect as reprehensible and that respective allegations cause grave external effects and a corresponding media response. Consequently, FIFA has a direct and pressing interest in barring the persons concerned from sports and sports governance effectively.
83. After having taken into account all relevant factors of the case (cf. par. II.72 *et seqq.* above), the adjudicatory chamber deems that nothing short of the maximum sanction under the FCE, *i.e.* a ban on taking part in any football-related activity for life, is adequate for the violation of art. 27 of the FCE committed by Mr Sanz. With regard to the scope (geographical area, art. 9 par. 4 of the FCE), only a worldwide effect is appropriate since Mr Sanz's misconduct related to international football competitions such as the FIFA World Cup or the CONMEBOL/CONCACAF Copa America Centenario. Limiting the ban to association or confederation level, in turn, would neither prevent him from future misconduct nor adequately reflect the chamber's disapproval of his conduct.
84. In conclusion and in light of the above considerations, Mr Sanz is hereby banned for life from taking part in any football-related activity (administrative, sports or any other) at national and international level. In accordance with art. 42 par. 1 of the FCE, the ban shall come into force as soon as the decision is communicated.
85. In the present case, the adjudicatory chamber is of the opinion that the imposition of a ban on taking part in any football-related activity is not sufficient to sanction the misconduct of Mr Sanz adequately, in particular since the latter was actively

involved in negotiating and facilitating the payment of bribes of USD 16 million. Hence, the adjudicatory chamber considers that the ban imposed on Mr Sanz should be completed with a fine.

86. The amount of the fine shall not be less than CHF 300 and not more than CHF 1,000,000 (art. 6 par. 2 of the FCE in conjunction with art. 6 par. 4 of the FDC). In the case at hand, in the calculation of the fine, the Panel took into consideration the amounts negotiated and facilitated by Mr Sanz as bribes (USD 16 million), as well as the fact that no evidence indicates that Mr Sanz personally received any part or share of that amount, or any other amount in that respect.
87. In the light of the above, the adjudicatory chamber considers a fine of CHF 100,000, with a strictly punitive role, to be proportionate.

G. Procedural costs and procedural compensation

88. The procedural costs are made up of the costs and expenses of the investigation and adjudicatory proceedings (art. 54 of the FCE).
89. Mr Sanz has been found guilty of violations of art. 27 of the FCE and has been sanctioned accordingly. The adjudicatory chamber deems that no exceptional circumstances apply to the present case that would justify deviating from the general principle regarding the bearing of the costs. Thus, the adjudicatory chamber rules that Mr Sanz shall bear the procedural costs (art. 56 par. 1 of the FCE).
90. In the present case, the costs and expenses of the investigation and the adjudicatory proceedings add up to [...].
91. According to art. 57 of the FCE, no procedural compensation shall be awarded in proceedings conducted by the Ethics Committee. Consequently, Mr Sanz shall bear his own legal and other costs incurred in connection with these proceedings.

III. has therefore decided

1. Mr Enrique Sanz is found guilty of an infringement of art. 27 (Bribery and corruption) of the FIFA Code of Ethics, in relation to his participation, during the period 2012 – 2015, in the negotiation of bribe payments in the scope of various bribery schemes concerning competitions organised by FIFA, the Confederation of North, Central American and Caribbean Association Football (CONCACAF), the Caribbean Football Union (CFU) and the Confederación Sudamericana de Fútbol (CONMEBOL).
2. Mr Enrique Sanz is hereby banned for life from taking part in any kind of football-related activity at national and international level (administrative, sports or any other) as of notification of the present decision, in accordance with article 7 lit. j) of the FIFA Code of Ethics in conjunction with art. 6 par. 2 lit. c) of the FIFA Disciplinary Code.

3. Mr Enrique Sanz shall pay a fine in the amount of CHF 100'000 within 30 days of notification of the present decision. Payment can be made either in Swiss francs (CHF) to account no. [...] or in US dollars (USD) to account no. [...], with reference to case no. "*Adj. ref. no. 21/2019 (Ethics 150356)*" in accordance with art. 7 let. e) of the FIFA Code of Ethics.
4. Mr Enrique Sanz shall pay the costs of these proceedings in the amount of [...] within 30 days of notification of the present decision, which shall be paid according to the modalities stipulated under point 3. above.
5. Mr Enrique Sanz shall bear his own legal and other costs incurred in connection with the present proceedings.
6. This decision is sent to Mr Enrique Sanz. A copy of the decision is sent to CONCACAF, the Colombian Football Association and to the chief of investigation, Mr Michael Llamas.

LEGAL ACTION:

In accordance with art. 82 par. 1 of the FCE and art. 58 par. 1 of the FIFA Statutes, this decision can be appealed against to the Court of Arbitration of Sport ("CAS") in Lausanne, Switzerland (www.tas-cas.org). The statement of appeal must be sent directly to CAS within 21 days of notification of this decision. Within another ten (10) days following the expiry of the time limit for filing the statement of appeal, the appellant shall file with CAS a brief stating the facts and legal arguments giving rise to the appeal (see art. R51 of the Code of Sports-related Arbitration).

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Vassilios Skouris
Chairman of the adjudicatory chamber
of the FIFA Ethics Committee