

**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 Reynaldo Vasquez [SLV]**

**Adj. ref. no. 20/2019**

(Ethics 150959)

## I. Inferred from the file

1. Mr Reynaldo Vasquez (hereinafter: "*Mr Vasquez*" or "*the official*"), Panama national, was a high ranking football official, in particular president of Federación Salvadoreña de Fútbol (hereinafter "*FESFUT*") between 2009 and 2010.
2. On 3 December 2015, the United States Department of Justice issued an official press release, enclosing a superseding indictment ("*the Superseding Indictment*") against several individuals. According to the press release, Mr Vasquez appeared as a defendant amongst said individuals.
3. The official press release further indicated that Mr Vasquez had been charged for acts of racketeering conspiracy, wire fraud, wire fraud conspiracy, money laundering and money laundering conspiracy. The infringements referred in the Indictment occurred in or about and between 2009 and 2011.
4. Based on the above, the then Chairman of the investigatory chamber of the FIFA Ethics Committee (hereinafter: "*the investigatory chamber*"), determined that there was a *prima facie* case that Mr Vasquez had committed violations of the FIFA Code of Ethics (hereinafter: "*the FCE*"). The then Chairman of the investigatory chamber decided to lead the investigation proceedings as the chief of the investigation (cf. art. 65 of the FCE, 2012 edition – "*2012 FCE*"). As such, on 4 December 2015, Mr Vasquez 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 150959, relating to possible violations of arts. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 25 of the 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 5 August 2019, the investigatory chamber informed Mr Vasquez 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) in accordance with art. 65 of the 2019 edition of the FCE ("*FCE*"). In view of the fact that the correspondence could not be sent to Mr Vasquez directly (due to an inoperative email address), it was transmitted through FESFUT, in line with art. 41 par. 3 of the FCE.
7. On 6 August 2019, Mr Vassilios Skouris, chairperson of the adjudicatory chamber (hereinafter "*the Chairperson*"), opened adjudicatory proceedings against Mr Vasquez in accordance with art. 68 par. 3 of the FCE. Mr Vasquez 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. The respective letter, as well as the following correspondence, were communicated to Mr Vasquez through FESFUT, in line with art. 41 par. 3 of the FCE.

8. On 3 September 2019, Mr Vasquez was informed on the composition of the Panel.
9. No correspondence was received from Mr Vasquez.

## **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 2009 and 2006 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 of the FCE, the Code shall apply, *inter alia*, to “officials”, as per the definitions section in the FCE and FIFA Statutes.
4. By virtue of his position within FESFUT mentioned previously (cf. par. I.1 above), Mr Vasquez 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 (2009 – 2011).
5. As a consequence, at the time the relevant actions and events occurred, and in view of Mr Vasquez’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 2009 and 2011, at a time before the FCE came into force. With regard to the applicability of the FCE in time, art. 3 of the 2019 FCE stipulates that the 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 2009 and 2006 editions of the FCE (which were applicable in the relevant period 2009 – 2011) is duly reflected in art.

27 of the FCE, which has corresponding provisions in the 2009 FCE (art. 11) and 2006 FCE (art. 12).

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 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 (2019) 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 CONCACAF or FESFUT. Consequently, the FIFA Ethics Committee is entitled to judge his conduct as per art. 30 par. 2 of the FCE.

#### **E. Assessment of a potential violation of art. 27 (Bribery and corruption) of the FCE committed by Mr Vasquez**

##### **1. The relevant facts**

13. The official may have violated art. 27 of the FCE in connection with the following schemes:
  - A. *UNCAF region FIFA World Cup™ qualifiers scheme* [Cf. Final Report p. 6 et seqq.]
14. On or about 25 September 2009, [Company 1] entered into a contract with FESFUT for the media and marketing rights owned by the federation to its 2014 World Cup qualifier matches. The contract was signed by [A] on behalf of [Company 1] and by Mr Vasquez on behalf of FESFUT.

15. In order to obtain the contract, it was agreed that [Company 1] would pay a six-figure bribe to Mr Vasquez and to another (former) high-ranking official of FESFUT who retained influence over the federation. In order to conceal the source and purpose of the payments, the conspirators used an intermediary account controlled by [B] (a former executive of [Company 2] who at the time worked as a sports marketing consultant) at [Bank 1] in Panama City, Panama to make the payments, among other means and methods.
16. In furtherance of the scheme, on or about 4 November 2011, [Company 1] wired USD 100,000 from its account at [Bank 2] in Miami, Florida to an account in the name of FESFUT at [Bank 3] in El Salvador pursuant to the contract for the 2014 World Cup qualifier matches.
17. In or about 2012, [Company 1] again paid a six figure bribe to obtain rights owned by FESFUT to its 2018 World Cup qualifier matches. These bribes were paid by wire transfer from [Company 1]'s [Bank 2] account in Miami, Florida to the Panamanian account of a company controlled by Mr Miguel Trujillo, who in turn transmitted the funds to a Panamanian account in the name of Mr Vasquez. Mr Vasquez, who by this time was the former president of FESFUT but nevertheless retained influence over current federation officials, kept some of the funds himself and also provided a portion to [C], CEO of [Company 2], who delivered it to another high-ranking official of FESFUT, as Mr Vasquez instructed.
18. The above bribery scheme was confirmed by the testimony of [C] in the scope of the US criminal trial related to the acquisition of rights in different tournament events in the CONCACAF region, as follows:
  - After being fired from [Company 2], [C] started working as a consultant to [Company 1], where his main contact was [A]. His role was to help [Company 1] “to acquire World Cup qualifying rights, from Central America, from Caribbean, Canada, Mexico, and the United States”;
  - [C] was able to acquire 2014 World Cup qualifier rights from FESFUT on behalf of [Company 1] and a bribe payment of USD 200,000 made in connection with the acquisition of those rights;
  - The payment was made by a subsidiary of [Company 1] ([Company 2]) through a company in Panama called [Company 3] (owned by [B]), who then transferred the payment to Mr Vasquez;
  - In 2010, [C] was hired by [Company 1] and helped again [A] and his company to acquire the 2018 FIFA World Cup™ qualifiers from FESFUT;
  - In connection with this acquisition, a bribe payment of USD 200,000 was again paid to Mr Vasquez.
19. The above scheme was also confirmed by [A] and the company [Company 2] in their respective guilty pleas, in the scope of the US criminal proceedings.

*B. UNCAF region friendlies scheme (FESFUT) [Cf. Final Report p. 10 et seqq.]*

20. From in or about 2009 to 2015, [C] and Mr Trujillo operated a business venture to organize and promote friendly matches involving the men's national soccer teams of El Salvador, as well as friendly matches involving UNCAF (such as Costa Rica and Guatemala) and other associations. The matches were frequently played at venues in the United States. In order to obtain the agreement of the Costa Rican, Salvadoran, and Guatemalan federations to participate in these friendly matches, [C] and Mr Trujillo agreed to pay, and did pay, bribes to high-ranking officials of FESFUT, including Mr Vasquez, as well as of the Costa Rica and Guatemala associations (FEDEFUT and FENAFUTG, respectively).
21. The above bribery scheme was confirmed by [C], who stated in his testimony (made in the scope of the criminal US proceeding) that:
  - Besides working for [Company 1], he made a partnership with Mr Trujillo to organize up to 10 friendly matches in the USA with various associations, including FESFUT;
  - There were bribe payments made in connection with organizing friendly matches to FESFUT. In particular, Mr Vasquez would receive USD 10,000 bribe payment per friendly match organized;
  - The bribe payments would be made using Mr Trujillo's companies in Panama.
22. [C]'s testimony made reference to (and was confirmed by) a spreadsheet he maintained "that contained the records from Mr Trujillo accounts in Panama", which served to control the operations they had and contained both bribe and legitimate payments. The bribe payment to Mr Vasquez, for the amount of USD 95,000, is specifically referenced as "Reynaldo Vasques El Salvador" in the spreadsheet (Enclosure 13 to the Final report). Mr Trujillo's guilty plea in the scope of the US criminal proceedings also confirmed the scheme described by [C].

*C. Summary of the position of the investigatory chamber*

23. With regard to the investigatory chamber's position on the above-mentioned agreements, promises and payments, reference is made to the pertinent sections of the Final Report (pp. 6 et seqq.), in particular the conclusions according to which:
  - For the signature of the respective contracts between FESFUT and [Company 1] in relation to World Cup Qualifiers (for the 2014 and 2018 editions of the FIFA World Cup™) bribes to the amount of USD 400,000 have been offered to and accepted by Mr Vasquez; and
  - In relation to the organisations of friendly matches of FESFUT, a bribe to the amount of USD 95,000 has been offered and accepted by Mr Vasquez;

- Therefore, bribes to the total amount of USD 495,000 have been accepted by Mr Vasquez.

## 2. Legal assessment

### A. Wording of the relevant provision

24. 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<sup>ter</sup> and art. 322<sup>quater</sup> of the Swiss Criminal Code to which there are several analogies.

### B. Persons involved

25. 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 Vasquez was at the relevant time an official bound by the FCE. As he received the kickbacks from different third parties (including [C], [A] and Mr Trujillo), the counterpart condition is also fulfilled *in casu*.

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

26. For a violation of art. 27 par. 1 of the FCE to occur, an undue pecuniary or other advantage (see par. II.60 *et seqq.* below) must be accepted, given, offered, promised, received, requested or solicited by the persons involved. Both the acceptance of an offer or a promise on the one hand and of the actual advantage on the other hand constitute acts of bribery and corruption. From a legal perspective, it is therefore not decisive if benefits were actually given (e.g. payments actually made) or received. The exchange of the promise or of the advantage itself does not necessarily have to occur between the offeror and the offeree themselves. CAS has also confirmed this in its jurisprudence: "*the timing of promise, not payment is decisive. Bribery occurs when one enters into an agreement to bribe and payment could be agreed to be paid before but actually paid after the event to which it relates*" (CAS award 2014/A/3537 Vernon Manilal Fernando v. FIFA, par. 85)

### UNCAF region FIFA World Cup™ qualifiers scheme

27. In the adjudicatory chamber's view, the evidence contained in the Superseeding Indictment, in particular the testimony of [C] and the guilty pleas of [A] and the company [Company 2], is sufficient to demonstrate that, for the signature of the contracts between FESFUT and [Company 1] in relation to the 2014 and 2018 World Cup Qualifiers, bribes to the amount of USD 200,000 have been offered and accepted by Mr Vasquez.

### UNCAF region friendlies scheme

28. In the adjudicatory chamber's view, there is equally sufficient evidence that, in relation to the organisation of friendly matches involving the national team of El Salvador (and FESFUT), a bribe of USD 95,000 has been offered and accepted by Mr Vasquez. Among this evidence is the witness testimony of [C], as well as the spreadsheet maintained by [C] (clearly indicating the bribe for Mr Vasquez) and the guilty plea of Mr Trujillo ([C]'s partner in the scheme), produced as evidence during the US criminal trial.
29. Moreover, the Panel would like to stress that the witnesses gave evidence and testified under oath before the US courts. This method is a form of evidence with a high probative value, especially if it was given, as in the present case, with the knowledge that willfully false statements were punishable under the applicable law. Accordingly, strong reasons are needed to disregard this kind of evidence; that could be for example a set of circumstances making the statement very unlikely, a poor credibility of the witness or the testimony (the latter in cases of bad faith).
30. Moreover, it should be stressed that the relevant witnesses were prominently involved in the bribery schemes and could provide first-hand information; it is not as if they only heard of it from hearsay. For example, [C] was, a former CEO of [Company 2], and working for [Company 1] and one of the architects of the bribe scheme involving this company and FESFUT in relation to the 2014 and 2018 World Cup qualifiers, which he described in detail in his testimony. Furthermore, he was also directly and principally involved in the second bribery scheme, due to his extensive contacts with the UNCAF member associations, including FESFUT. [A] was working for [Company 1] and signing the contract between the company and FESFUT in relation to the 2014 World Cup qualifiers. Mr Trujillo was involved in the first bribery scheme, in the payment of the bribe related to the 2018 World Cup qualifiers, as well as in the second scheme, as [C]'s partner. Finally, [Company 2] was the company for which [C] worked as a consultant (consulting [Company 1]) and was involved in the first bribery scheme.
31. In addition, it should be mentioned that, in their respective plea bargains and guilty pleas, [A], Mr Trujillo and [Company 2] confirmed that they were acting knowingly and voluntarily and waived their right to indictment voluntarily and of their own free will.
32. Consequently, there is, to a sufficient degree, certainty that the witnesses and their testimonies are credible. The Panel would like to stress that the aforementioned degree corresponds to the standard of proof in FIFA ethics proceedings, which, according to art. 48 of the FCE, is comfortable satisfaction. This standard, which has been consistently confirmed by CAS, is considerably lower than the one used in criminal proceedings (such as the US court proceedings in the scope of which various football officials were convicted), which corresponds to the concept of "*beyond any reasonable doubt*".

33. In view of the above, the adjudicatory chamber concludes that Mr Vasquez accepted the offers and promises of various bribes of approx. USD 495,000 in total, in relation to the aforementioned schemes (UNCAF Region World Cup qualifiers and UNCAF region friendlies scheme).
34. Accordingly, the relevant requirement of art. 27 par. 1 of the FCE (regarding the acceptance, receipt, or acceptance of an advantage) is met in the present case.

*D. Personal or undue pecuniary or other advantage*

35. Thirdly, a “personal or undue pecuniary or other advantage” must be at stake.

*a. Pecuniary or other advantage*

36. With regard to the term “pecuniary or other advantage”, the adjudicatory chamber notes that this includes any kind of advancement of economic, legal or personal, material or non-material interest.
37. Without any doubt, the various bribes offered and accepted by Mr Vasquez (to an amount of USD 495,000 in total) gave him a pecuniary advantage within the meaning of art. 27 par. 1 of the FCE.

*b. Personal or undue advantage*

38. 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 “personal or undue” one.
39. The pecuniary advantages described previously (cf. par. II.27-33 above) were all offered to, or accepted/made by or paid to Mr Vasquez personally, and therefore represent personal benefits.
40. Furthermore, the advantage must be “undue” in the light of the provisions of FIFA regulations.
41. Mr Vasquez, in his position as a high-ranking football official, was offered, accepted and/or obtained considerable monetary advantages without legal basis in exchange for using his influence within FESFUT in relation to the awarding of the media and marketing rights for various football tournaments to a sports marketing company (first scheme), as well as in relation to the organisation of friendly matches (second scheme).
42. The adjudicatory chamber notes that in the present case, there are no indications whatsoever of any legal or (proper) contractual basis for the abovementioned payments, and offers and promises of payments, to Mr Vasquez. In fact, the witnesses and other evidence even expressly confirmed that they were bribe payments and promises (see par. II.41 *et seqq.* above and Final Report, p. 7 *et seqq.*).

43. Following the above considerations, it can be concluded that the respective advantages offered to, accepted or received by Mr Vasquez constitute an undue pecuniary advantage within the meaning of art. 27 par. 1 of the FCE.

*E. Ratio of equivalence*

44. 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*

45. Acts of bribery require that they aim at an act which is related to the official activities of the offeree or recipient.
46. *In casu*, the acts of bribery were clearly related to the official activities of the recipient. Mr Vasquez, in his role as (former) president of the FESFUT, was (personally) involved in the assigning of the commercial rights for competitions in which the association and national team were participating in, as well as in the organisation of friendly matches of the national team, and was without any doubt one of the key decision makers. In fact, Mr Vasquez signed the contract between [Company 1] and FESFUT for the media and marketing rights owned by the federation to its 2014 World Cup qualifier matches, in September 2009.

*bb. Act contrary to duties or falling within discretion*

47. 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.
48. Officials are expected that their decision shaping and taking be not under any undue or improper influence. In this respect, it is well established in relevant practice and legal doctrine that any kind of reward – *i.e.* a payment to the individual carrying out the acts, resulting in an advantage for the person making the payment – renders the relevant acts contrary to the official's duties, even if the actions *per se* could be considered in line with the relevant duties. In that sense, it is undisputable that Mr Vasquez held a very senior and important position as president of FESFUT, in particular when it comes to FESFUT contracts for the awarding of commercial rights (such as the one signed with [Company 1] in September 2009) or the organization of friendly matches of the El Salvador national team.
49. As it has already been established (cf. par. II.14 *et seqq.* and II.27 *et seqq.* above), Mr Vasquez accepted several payments from [A] and/or [Company 1] and [Company 2], as well as from [C] and Mr Trujillo, without a proper basis being in place justifying the payments. Consequently, Mr Vasquez's acts must be considered as having been based on illegitimate motives and contrary to his duties.

cc. *Incitement of the execution or omission of the act*

50. 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.
51. 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.
52. Concerning the question whether the promises and offers of payments/bribes to Mr Vasquez were incitements and/or rewards to him, in his capacity as president of FESFUT, to sign or approve (or influence the approval of) the relevant contracts between FESFUT and the companies mentioned previously in relation to the commercial rights for the 2014 and 2018 World Cup qualifiers, or the organisation of various friendly matches of FESFUT, the adjudicatory chamber has considered the following aspects.
53. Firstly, and most importantly, the witnesses [C], [A], Mr Trujillo and [Company 2] have consistently testified and confirmed that these promises and payments were bribes, given in exchange for Mr Vasquez's approval and support of the [Company 1] contracts with FESFUT and of the relevant friendly matches (involving the El Salvador national team and FESFUT) organised by [C] and Mr Trujillo. The other documentary evidence, such as the spreadsheet maintained by [C] confirm this finding.
54. Moreover, the adjudicatory chamber notes the high amounts of the promises and payments at stake (cf. par. II.33 above). Promises and payments in such amounts demand a clear and proper basis; the lack of such basis, in turn, is an unmistakable indicator of corruption.
55. Accordingly, the adjudicatory chamber is comfortably satisfied that Mr Vasquez received the benefit in question as a return – *quid pro quo* – and, hence, as an incitement for the execution of an official act within the meaning of art. 27 par. 1 of the FCE.

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

56. 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.
57. 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.36 above).
58. In the present case, the advantage lies in Mr Vasquez accepting or receiving bribes from various third parties. This constitutes a personal betterment and thus an “*advantage*”.
59. Furthermore, the advantage sought must be “*improper*”. Since Mr Vasquez was, as per the relevant FIFA regulations, not allowed to accept bribes it follows that the advantage sought was improper.

#### *F. Conclusion*

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

#### **F. Sanctions and determination of sanctions**

61. According to art. 6 par. 1 of the FCE, the Ethics Committee may pronounce the sanctions described in the FCE, the FIFA Disciplinary Code, 2019 edition (FDC) and the FIFA Statutes.
62. 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).
63. 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.

64. In this respect, it should be pointed out that Mr Vasquez has held a very prominent and senior position in association football at national and regional level. In such function, 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 Vasquez's degree of guilt must be regarded as serious.
65. With regard to the circumstances of the present case, the adjudicatory chamber emphasises that several of its aspects render the case particularly grave: Mr Vasquez was a senior and influential football official, and he personally enriched himself by accepting bribes on several occasions (and for considerable amounts). It must also be borne in mind that Mr Vasquez violated art. 27 of the FCE, which is one of the most serious offences under the Code.
66. As far as the motive is concerned, the adjudicatory chamber notes that Mr Vasquez actions were led by personal financial interests. He sought to – and eventually did – materially benefit from his actions. In particular, he took advantage (and traded) his influence and high-ranking function in exchange for bribes. Accordingly, Mr Vasquez's motive (which was driven by personal gain) in the present case must be qualified as reprehensible and an aggravating factor in the case.
67. To sum up, the adjudicatory chamber deems that the guilt of Mr Vasquez in the present case is particularly serious, and virtually no elements exist that could mitigate the degree of his guilt.
68. With regard to the type of sanction to be imposed on Mr Vasquez, the adjudicatory chamber deems – in view of the serious nature of his misconduct (cf. par. II.63 *et seqq.* 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 Vasquez 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. 6 par. 2 lit. c) of the FDC).
69. 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.
70. 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 expressly stated that only strong sanctions would set the necessary deterrent signal to officials (cf. CAS 2009/A/1920, par. 116).

71. Finally, the adjudicatory chamber stresses that corruption affects the very core of sports. 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 FESFUT, 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.
72. After having taken into account all relevant factors of the case (cf. par. II.63 *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 Vasquez. With regard to the scope (geographical area, art. 9 par. 4 of the FCE), only a worldwide effect is appropriate since the misconduct of Mr Vasquez related to international football competitions such as the FIFA World Cup. 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.
73. In conclusion and in light of the above considerations, Mr Vasquez 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.
74. 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 Vasquez adequately, in particular since a personal financial motive and gain were involved. Hence, the adjudicatory chamber considers that the ban imposed on Mr Vasquez should be completed with a fine.
75. 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 undue pecuniary advantages offered and accepted by Mr Vasquez as bribes (USD 495,000) and considers a fine of CHF 500,000 to be proportionate. Accordingly, Mr Vasquez shall pay a fine of CHF 500,000.

## **G. Procedural costs and procedural compensation**

76. The procedural costs are made up of the costs and expenses of the investigation and adjudicatory proceedings (art. 54 of the FCE).
77. Mr Vasquez 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 Vasquez shall bear the procedural costs (art. 56 par. 1 of the FCE).
78. In the present case, the costs and expenses of the ethics proceedings add up to [...].
79. According to art. 57 of the FCE, no procedural compensation shall be awarded in proceedings conducted by the Ethics Committee. Consequently, Mr Vasquez shall bear his own legal and other costs incurred in connection with these proceedings.

## **III. has therefore decided**

1. Mr Reynaldo Vasquez is found guilty of an infringement of art. 27 (Bribery and corruption) of the FIFA Code of Ethics, in relation to his involvement in bribery schemes, during the period 2009 – 2011, concerning matches organised by FESFUT as well as matches in FIFA competitions.
2. Mr Reynaldo Vasquez 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 Reynaldo Vasquez shall pay a fine in the amount of CHF 500'000 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. 20/2019 (Ethics 150959)*" in accordance with art. 7 let. e) of the FIFA Code of Ethics.
4. Mr Reynaldo Vasquez shall pay costs of these ethics 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 Reynaldo Vasquez shall bear his own legal and other costs incurred in connection with the present proceedings.
6. This decision is sent to Mr Reynaldo Vasquez, via the Federación Salvadoreña de Fútbol (FESFUT). A copy of the decision is sent to CONCACAF and to the chief of investigation, Ms Maria Claudia Rojas.

**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](http://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