

Decision
of the
FIFA Appeal Committee

Mr. Thomas Bodström [SWE], chairman;
Mr. Salman Al Ansari [QAT], member;
Mr. Dan Kakaraya [PNG], member.

On 18 February 2019

To discuss the case of:

Club RC Celta de Vigo, Spain

(Decision 180161 APC ESP ZH)

regarding:

Appeal lodged by RC Celta de Vigo against the decision passed by the FIFA
Disciplinary Committee on 12 April 2018
(Decision 180161 TMS ESP ZH)

I. inferred from the file

1. Below is a summary of the main relevant facts and allegations based on the documents pertaining to the file. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion under section II. below. Although the FIFA Appeal Committee has considered all the facts, allegations, legal arguments and evidence submitted by the club RC Celta de Vigo (hereinafter: *the Club or the Appellant*), it refers in its decision only to submissions and evidence it considers necessary to explain its reasoning¹.
2. On 30 June 2013, the club SL Benfica and the Appellant signed a transfer agreement in relation to the player Manuel Agudo Durán (hereinafter, *the Player*) which contained, *inter alia*, the following clauses:
 - 2.4. *As from this moment it has been established that Benfica S.A.D. will not confirm the transfer of the PLAYER and the issuance of the International Transfer Certificate in the FIFA Transfer Matchings System (FIFA TMS) until the amount established under paragraph 2.1 has not been paid and the notifications described under clause 3 have not been done and communicated to BENFICA S.A.D.*
 - 4.1. *The parties explicitly and irrevocably agree that, until the compensation mentioned in clause 2 is completely paid, CELTA DE VIGO cannot proceed to transfer the player temporarily or permanently, without the previous consent from Benfica SAD.*
 4. *Unique Paragraph: From this moment on it is stipulated that if CELTA DE VIGO is relegated to the 2nd Division of the Spanish League, BENFICA SAD and the PLAYER can impose to CELTA DE VIGO the loan of the player, for one sporting season, to any other sporting entity that is not participating in the 2nd Division of the Spanish League.*
 - 4.2. *If Celta de Vigo transfers the player temporarily or permanently in violation of what is stipulated above, or agrees to the mutual termination of the player's contract without previous and explicit consent from BENFICA SAD, or allows the player to terminate the player's contract with just cause, Celta de Vigo will be obliged to pay to Benfica SAD, as penalty clause, a compensation of EUR 5m.*
 - 5.1. *Considering its object, the present agreement is conditioned to a working contract signed between the club CELTA DE VIGO and the PLAYER before 30 June 2013 and with a validity of minimum of 3 sportive seasons, meaning until 30 June 2016.*

¹ As to the factual background of the case, the FIFA Appeal Committee refers to the description provided under point I. of the Appealed Decision

3. In this sense, and following a preliminary investigation conducted by FIFA TMS Compliance, disciplinary proceedings were opened against the Club on 9 March 2018 for a possible violation of arts. 9 par. 1 and 18bis of the Regulations on the Status and Transfer of Players (hereinafter: *the RSTP or the Regulations*).
4. On 12 April 2018, the FIFA Disciplinary Committee passed a decision (hereinafter: *the Appealed Decision*) and decided that:
 1. *The club RC Celta de Vigo is liable for the violation of art. 18bis of the Regulations on the Status and Transfer of Players [2012 edition] for entering into an agreement that enables a third party to acquire the ability to influence the club with regard to the player Manuel Agudo Durán.*
 2. *The club RC Celta de Vigo is liable for the violation of art. 9 par. 1 of the Regulations on the Status and Transfer of Players [2012 edition] for entering into an agreement that conditions the issuance of the international transfer certificate.*
 3. *The club RC Celta de Vigo is ordered to pay a fine to the amount of CHF 65,000. This fine is to be paid within 30 days of receipt of the ruling. Payment can be made either in Swiss francs (CHF) to the account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to the account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case no. **180161 jbl**.*
 4. *In application of art. 10 a) and art. 13 of the FIFA Disciplinary Code, the club RC Celta de Vigo is warned on its future conduct.*
 5. *The costs and expenses of the proceedings amounting to CHF 3,000 are to be borne by the club RC Celta de Vigo, and shall be paid according to the modalities stipulated under par. 3. above.*
5. The terms of the decision were notified to the Club and the Spanish Football Association on 19 April 2018. The grounds of the decision were requested by the Club and notified on 8 October 2018.
6. On 11 October 2018, the Club informed the secretariat to the FIFA Appeal Committee (hereinafter: *the secretariat*) about its intention to appeal against the Appealed Decision.

7. On 18 October 2018, the Appellant submitted its reasons for the appeal and provided a copy of the proof of payment of the appeal fee in the amount of CHF 3,000.
8. The submission of the Appellant can be summarized as follows. It does not purport to include every single contention put forth by the Appellant. However, the FIFA Appeal Committee (hereinafter, *the Committee*) has thoroughly considered in its discussion and deliberations any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of their positions and in their ensuing discussion on the merits:
 - a. Interpretation and application of art. 18bis of the RSTP
 - i. The Appellant considers that art. 18bis of the RSTP solely refers to the prohibition of third-party influence and hence does not apply to agreements signed exclusively by clubs.
 - ii. Additionally, the Appellant, after a thorough analysis of art. 18bis of the RSTP and the grounds of the Appealed Decision, claims that the initiation of disciplinary proceedings would only have been applicable if it had entered into an agreement with a third party that would have enabled the third party to influence the Club.
 - iii. Therefore, considering that art. 18bis of the Regulations exclusively applies to contracts which enable third-parties' influence on clubs and that the transfer agreement was not signed by third parties outside football, it can categorically be concluded that the FIFA Disciplinary Committee erroneously imposed a sanction on the Appellant for an alleged violation of a provision that is not applicable in this case.
 - iv. In this sense, the Appellant refers to the principles of *in dubio contra proferentem* and *nulla poena sine lege clara* and to the relevant CAS jurisprudence in that respect.
 - v. In the alternative, the Appellant claims that the sanction imposed by the FIFA Disciplinary Committee is in violation of the principles of legality and predictability and that the Appealed Decision should therefore be annulled.
 - b. Alternatively: the Appellant did not breach art. 18bis of the RSTP
 - vi. The Appellant considers that in no circumstances can it be held in violation of art. 18bis of the RSTP and provides the following analysis of the relevant clauses of the transfer agreement:

Clause 4.1: this provision aims to preserve the basic principle of *pacta sunt servanda* and contractual stability enshrined in art. 13 of the RSTP. It simply represents a guarantee for both the releasing club and the Player. The Disciplinary Committee misrepresented the clause, since the Player's future transfer could never have required the prior consent of SL Benfica, but rather only the Player's consent. Therefore, there are no grounds to construe that undue influence was exerted on the Appellant in employment matters and the ensuing events demonstrate so.

Clause 4, unique paragraph: this provision could not have affected the Appellant's independence insofar as it was of a conditional nature; it sought to protect the Player's interests in a situation that would have been distinctly detrimental to him; SL Benfica was not a contracting party to the employment agreement. In any case, the clause states "*may impose*" (rather than "*shall impose*") and it would have been a temporary loan rather than a permanent transfer. Moreover, this clause was contingent on the employment contract ultimately agreed upon by the Club and the Player.

Clause 4.2: this provision is to ensure the preservation of contractual stability and to prevent the Player's employment contract from being terminated before its expiry, including termination with just cause as a result of potential breaches by the Appellant.

Clause 5.1: the Appellant underlines that the duration of the employment contract was previously agreed between the Club and the Player. Moreover, Benfica SL was not a party to the employment contract and was therefore not able nor entitled to establish any condition.

- c. Alternatively: proportionality of the sanction
- vii. Should the Committee establish that the Appellant breached art. 18bis of the RSTP, *quod non*, it must be stressed that the sanction imposed is disproportionate and should be reduced.
- viii. FIFA has to ensure that the means fit the ends and if a particular purpose can be achieved with two measures, the less onerous of the two must be chosen. In this case, the Appellant underlines that this is an isolated offence and considers that the fine imposed should be replaced with a warning, in accordance with art. 10 of the FDC.
- d. Interpretation and application of art. 9 par. 1 of the RSTP
- ix. The Appellant considers that art. 9 par. 1 of the RSTP is exclusively aimed at associations, since they are the sole party entitled to request and issue

an ITC. This is confirmed by the Commentary on the Regulations on the Status and Transfer of Players. Therefore, the Appellant could not have violated this provision.

- e. Alternatively: the Appellant did not breach art. 9 par. 1 of the RSTP
- x. The Appellant explains that the clause considered to be in violation of art. 9 par. 1 of the RSTP was inserted by Benfica SL and not by the Appellant. Therefore, the latter cannot be considered to be in violation of said provision.
- f. Alternatively: proportionality of the sanction
- xi. The Appellant considers that the sanction imposed by the FIFA Disciplinary Committee is disproportionate and refers to its position concerning the proportionality of the sanction imposed for the violation of art. 18bis of the RSTP.
- g. Requests
- xii. The Club requests that the sanctions be annulled or, in the alternative, reduced to a warning.
- xiii. Additionally, the Appellant requested that the order to pay costs and expenses in relation to these proceedings be annulled.

II. and considered

A. Competence of the FIFA Appeal Committee and admissibility of the appeal

1. According to art. 79 of the FDC, the Committee is responsible for deciding appeals against any of the FIFA Disciplinary Committee's decisions that FIFA regulations do not declare as final or referable to another body.
2. Art. 118 of the FDC establishes that an appeal may be lodged with the Committee against any decision passed by the FIFA Disciplinary Committee, unless the sanction pronounced is a warning, a reprimand, a suspension for less than three matches or of up to two months, a fine of up to CHF 15,000 imposed on an association or a club or of up to CHF 7,500 in other cases, or a decision passed in accordance with art. 64 of the FDC.

3. According to art. 120 par. 1 of the FDC, any party intending to appeal must inform the Committee of its intention to do so in writing within three days of the notification of the decision.
4. Furthermore, reasons for the appeal must then be given in writing within a further time limit of seven days. The seven-day period begins after the first deadline of three days has expired, in accordance with art. 120 par. 2 of the FDC.
5. Within the same time limit, the person wishing to lodge an appeal shall transfer an appeal fee of CHF 3,000 to FIFA's bank account, in accordance with art. 123 par. 1 of the FDC.
6. The Committee takes note that the sanctions imposed by the FIFA Disciplinary Committee in the Appealed Decision, are a fine of CHF 65,000 and a warning.
7. Moreover, the Committee establishes that on 11 October 2018 and, therefore, in due time (cf. art. 120 of the FDC), the Appellant announced its intention to appeal against the Appealed Decision. On 18 October 2018, the Appellant submitted its reasons for the appeal and provided proof of the payment of the appeal fee of CHF 3,000 to FIFA's bank account (cf. art. 120 par. 2 and art. 123 par. 1 of the FDC).
8. Consequently, the Committee deems that it is competent to decide on the present appeal and that all the aforementioned procedural requirements have been fulfilled by the Appellant and, thus, declares the appeal admissible.
9. In accordance with art. 121 of the FDC, appeals lodged with the Committee may object to inaccurate representation of the facts and/or wrong application of the law by the first instance.
10. Having said that, the Committee will now analyse the arguments brought forward by the Appellant, to the extent those may be considered relevant.

B. Application of art. 18bis of the RSTP

11. The Committee takes note of the Appellant's argument that art. 18bis of the RSTP does not apply to agreements signed between clubs.
12. In this respect, art. 18bis par. 1 of the RSTP [2012 edition] establishes that:

"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."

13. A correct interpretation of the FIFA regulations in general, and of art. 18bis of the RSTP in particular, must show their true meaning. This is possible only through the analysis of the purpose sought, of the interest protected as well as of the intent of the legislator².
14. The Committee notices that the provision foresees a clear prohibition for any club, such as the Appellant, to enter into an agreement, which enables either a third party or another party to that agreement, such as Benfica SL in the context of the agreement at hand, to influence in employment, and transfer-related matters its independence, its policies or the performance of its teams.
15. Therefore, it is evident from the plain understanding of such article that the legislator's intention was to ensure that clubs could always take their decisions independently of any external body, regardless of such body being a stakeholder within or outside football.
16. A different interpretation of the provision would jeopardize the protection of the integrity and reputation of football. Indeed, a situation in which a club enables another club to interfere on its independence, policies and team performances would also put at risk the integrity of the sport and might give rise to conflicts of interests that could easily bring to match fixing practices.
17. Therefore, a different interpretation would contradict the aim of the legislator and would prevent the provision from reaching the purpose sought.
18. Having said that, the Committee notes that SL Benfica is clearly another party to the agreement, which implies that art. 18bis of the RSTP applies to the matter at stake.
19. In the light of the foregoing, the Committee considers that the FIFA Disciplinary Committee correctly applied art. 18bis of the RSTP to the present case.

C. Violation of art. 18bis of the RSTP

20. Subsequently, the Committee analyses the relevant clauses that were considered to be in violation of art. 18bis of the Regulations. In particular, the Committee observes the reasoning of the FIFA Disciplinary Committee as well as the arguments provided by the Appellant.
21. In particular, the FIFA Disciplinary Committee considered that the clauses 4.1, 4 unique paragraph, 4.2 and 5.1 entitled Benfica SL to influence the Appellant. The Committee will now proceed with the analysis of each clause.

² CAS 2008/A/1673; CAS 2009/A/1810; CAS 2009/A/1811; CAS 2017/A/5173

22. Clause 4.1 of the agreement establishes that, until the compensation established under clause 2 was not fully paid, the Appellant would need the authorization of Benfica SL to transfer the Player to another club.
23. The Appellant claimed that the FIFA Disciplinary Committee misrepresented the content of said clause and explained that the Player's future transfer could never have required the prior approval of SL Benfica, but rather the Player's consent.
24. The Committee cannot agree with the Appellant's position. Indeed, the wording of the clause is very clear in establishing that the Appellant had to obtain the approval of SL Benfica in order to transfer the Player. In fact, clause 4.1 clearly establishes that the Appellant would not be allowed to transfer the Player "*sin el previo y expreso consentimiento del BENFICA S.A.D.*". Therefore, the content of such clause does not leave room for a different interpretation than the one suggested by the FIFA Disciplinary Committee.
25. Subsequently, the Committee refers to clause 4 unique paragraph, pursuant to which "*if CELTA DE VIGO is relegated to 2nd division in the Spanish League, BENFICA S.A.D. y el JUGADOR can impose to CELTA DE VIGO the provisional transfer, for one season, of the PLAYER to any club as long as this does not play in the 2nd Division of the Spanish League*".
26. In this regard, the Committee considers that this clause could potentially affect the Appellant's independence with respect to transfer-related matters. It is irrelevant whether the transfer of the Player would be on loan rather than on a permanent basis: what is important to underline is that this clause could have led to a situation where SL Benfica was in a position to oblige the Club to transfer the Player.
27. As to the Appellant's claim that its relegation would be detrimental to the Player and that this clause aimed at protecting his interest, the Committee wishes to point out that the foregoing would however not justify the SL Benfica's power to impose the transfer of the Player to another club.
28. The Committee concurs with the FIFA Disciplinary Committee and believes that this clause would not allow the Club to freely decide whether to transfer the Player or not in case of relegation. In this sense, it must be highlighted that a truly independent club should be the only one entitled to decide on transfer-related matters concerning its players. Therefore, the FIFA Disciplinary Committee correctly considered this clause to be in violation of art. 18bis of the RSTP.³

³ Cf. point II.38 of the Appealed Decision

29. With respect to clause 4.2 of the agreement, the Appellant argued that this provision was agreed in order to ensure the preservation of the contractual stability between the Club and the Player.
30. In this sense, the Committee considers that this clause actually limits the Appellant's freedom to decide on transfer and employment-related matters concerning the Player. In fact, the Club would pay a penalty to SL Benfica of EUR 5,000,000 in the following cases:
- if the Player is transferred before the amount established under clause 2 of the agreement;
 - if the employment contract with the Player is mutually terminated without the previous and expressed consent of SL Benfica;
 - if the Club allows the Player to unilaterally terminate the employment agreement with just cause.
31. The Committee strongly believes that this clause, rather than ensuring the stability of the contractual relationship between the Club and the Player, is aimed at safeguarding the interests of SL Benfica by limiting the Appellant's freedom and independence concerning its employment relationship with the Player.
32. In this sense, the Committee considers that the obligation to request the authorization from SL Benfica to mutually terminate the employment agreement shows how this clause affected the Appellant's independence. The parties to an agreement (in this case, the Appellant and the Player) are the only ones entitled to mutually terminate it, and no authorization from a third party (in this case, SL Benfica) should be required.
33. Likewise, the Appellant would be able to transfer the Player before having fully paid the transfer fee to SL Benfica only under payment of the penalty. Once again, the Committee wishes to point out that a fully independent club would never have to pay to a third party any penalty for having transferred one of its players during a certain period.
34. Therefore, the Committee considers that also this clause would allow SL Benfica to influence the Appellant on employment and transfer-related matters, limiting therefore the Club's independence.
35. Finally, the Committee refers to clause 5.1, which establishes that the validity of the agreement was subject to the Player and the Club signing an employment agreement for at least three sporting seasons.
36. The Appellant explained that the duration of the agreement had already been agreed by the Appellant and the Player and that SL Benfica was not entitled to establish any condition whatsoever.

37. In this respect, the Committee wishes to underline that this clause was added to the transfer agreement as a condition for said agreement to be valid. In other words, in order for the transfer to be completed, the Appellant had to sign an employment agreement with the Player for at least three sporting seasons.
38. The Committee considers that the Appellant and the Player should have been the only ones entitled to establish the duration of the employment contract, without any external influence from other party. Clubs should be totally independent when negotiating the employment agreement with their players, especially with respect to essential contractual elements like the duration of the employment relationship.
39. Taking into account that this clause was agreed upon by the Club and SL Benfica, the latter had therefore influenced the employment policies of the former.
40. Moreover, there is no evidence in the file demonstrating that the duration of the employment agreement had been previously agreed by the Appellant and the Player, as suggested by the Appellant itself. To the contrary, the information and documentation uploaded in TMS shows that the employment agreement was signed on 1 July 2013, i.e. one day after the conclusion of the transfer agreement. Consequently, the arguments submitted by the Appellant must be rejected.
41. In view of all the foregoing, the Committee concurs with the findings of the FIFA Disciplinary Committee and rules that an overall and systematic interpretation of the transfer agreement as well as the wording of the aforementioned clauses, lead to the necessary conclusion that the transfer agreement did indeed grant SL Benfica an effective ability to influence in employment and transfer-related matters the Appellant's independence, policies or the performance of its teams, regardless of whether such influence took place or not. Therefore, the FIFA Disciplinary Committee correctly decided to consider the Club in breach of art. 18bis of the RSTP.

D. Application of art. 9 par. 1 of the RSTP

42. The Committee notes that, according to the Appellant, art. 9 par. 1 of the RSTP is exclusively aimed at associations, since they are the sole party entitled to request and issue an ITC.
43. In this respect, the Committee underlines that the rule contained in art. 9 par. 1 of the RSTP is clear: the issuance of an ITC cannot be subject to any condition, time limits or charge.

44. Having said that, the Committee is eager to clarify that the provision in question also applies to clubs. In fact, art. 9 of the RSTP foresees a clear and well-established requirement for the registration of a player, in the sense that the new association must request the former association to issue an ITC and that it subsequently confirms the receipt thereof. The steps of each association are always triggered by the pertinent clubs; the engaging club having to initiate the procedure and the releasing club having to confirm information about the transfer before its association can proceed. As a result, it is undeniable that clubs are primarily responsible for ensuring that an ITC is issued and received in a timely manner in order to correctly carry out the international transfer of a player.

45. In this regard, the Committee underlines that CAS has already confirmed that such provision is also addressed to clubs. For example, in the procedure CAS 2014/A/3793 FC Barcelona v. FIFA, the Panel ruled that:

"The procedure for the issuance of an ITC begins with a request by the new club to which the player moves, which must be submitted by the club itself through the FIFA TMS. It is clear that no ITC was ever been issued, since the Appellant never submitted any request to this purpose for players 1-5 and 20. The Appellant, therefore, did not initiate the procedure for the issuance of the ITC for the players at issue. This omission results, in the eyes of the Panel, in a breach of Art. 9.1 RSTP in the six (6) cases mentioned above, namely, with respect to players 1-5, and 20"⁴.

46. Consequently, and taking into considerations that clubs play a fundamental role in triggering the entire procedure for the issuance of the ITC, the Committee rejects the Appellant's argument that art. 9 par. 1 of the RSTP is not applicable to clubs and considers that the FIFA Disciplinary Committee correctly applied the provision.

E. Violation of art. 9 par. 1 of the RSTP

47. After this clarification regarding the application of art. 9 par. 1 of the RSTP, the Committee refers to clause 2.4 of the transfer agreement, according to which the ITC for the transfer of the Player would not be issued until compliance with the following conditions:

- full payment of the amount established under clause 2.1 of the transfer agreement;
- performance of the notification described under clause 3.2 of the transfer agreement.

⁴ CAS 2014/A/3793 FC Barcelona v. FIFA, para. 9.22

48. The Appellant claimed that said clause had been added by SL Benfica and therefore it could not be considered responsible for the violation of art. 9 par. 1 of the RSTP.
49. The Committee rejects such explanation. The clause in question was included in a contract that had been agreed upon by both the Appellant and SL Benfica. Therefore, the Appellant cannot escape from its responsibilities by simply claiming (without proving with any evidence whatsoever) that the clause conditioning the issuance of the ITC had been included by the other party of the agreement. Moreover, the mere fact that the Club agreed on said clause implies its co-responsibility for the violation of art. 9 par. 1 of the RSTP.
50. In the light of the above, the Committee considers that the FIFA Disciplinary Committee correctly regarded the Appellant in breach of art. 9 par. 1 of the RSTP for having agreed to condition the issuance of the ITC.

F. Proportionality of the sanctions

51. After having established that the Club breached arts. 9 par. 1 and 18bis of the RSTP, the Committee takes note that the Appellant claimed that the sanctions imposed by the FIFA Disciplinary Committee are disproportionate.
52. The Committee notes that the Appellant was sanctioned with a fine of CHF 65,000, of which 50,000 were for having breached art. 18bis of the RSTP and 15,000 for having breached art. 9 par. 1 of the RSTP. Additionally, the Appellant was warned as to its future conduct.
53. In this respect, the Committee notes that the Appellant submitted that this would correspond to its first violation of the provisions in question and therefore, the sanction should consist in a warning only.
54. The Committee is of the opinion that the fine imposed is not oppressive and is in line with the constant jurisprudence of the FIFA Disciplinary Committee for a first violation of said rules. Furthermore, the Committee wishes to highlight that the goal of such a fine is to be a deterrent sanction to avoid conducts like the one of the Appellant in the present case.
55. In the light of the foregoing, the Committee regards the sanctions imposed by the FIFA Disciplinary Committee to be appropriate and proportionate to the infringements committed.

G. Conclusions

56. In the light of the foregoing, the Committee finds that:

- The FIFA Disciplinary Committee correctly interpreted and applied arts. 18bis and 9 par.1 of the RSTP to the case at hand;
- The Appellant is in violation of arts. 9 par. 1 and 18bis of the RSTP;
- There are no elements to uphold the appeal, overturn the Appealed Decision or question the proportionality of the sanctions imposed.

H. Costs

57. The Committee decides based on art. 105 par. 1 of the FDC that the costs and expenses of these proceedings amounting to CHF 3,000 shall be borne by the Appellant.

58. In this sense, the Committee notes that the Appellant has already paid the appeal fee of CHF 3,000 and decides that the aforementioned costs and expenses of the proceedings are set off against this amount.

III. has therefore decided

1. The appeal lodged by RC Celta de Vigo is rejected.
2. The decision of the FIFA Disciplinary Committee rendered on 12 April 2018 is confirmed in its entirety.
3. The costs and expenses of the proceedings amounting to CHF 3,000 are to be borne by RC Celta de Vigo. This amount is set off against the appeal fee of CHF 3,000 already paid by RC Celta de Vigo.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Thomas Bodström
Chairman of the Appeal Committee

LEGAL ACTION

According to art. 49 of the FIFA Disciplinary Code (ed. 2019), this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS.

The full address and contact numbers of the CAS are the following:

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