

Decision
of the
FIFA Disciplinary Committee

(composed of: Mr Anin Yeboah [GHA], Chairman;
Mr Alejandro Piera [PAR], deputy Chairman;
Mr Thomas Hollerer [AUT], member)

via telephone conference and email

on 7 March 2019,

to discuss the case of the:

Club FK Crvena Zvezda, Serbia

(Decision 180338 TMS SRB ZH)

regarding:

Entering into a contract which enables a third-party influence on the club, failure to upload a third-party ownership agreement and to disclose payment information in the Transfer Matching System (TMS) in relation to the transfer of the player Luka Jovic (TMS instr. 132338)

(for possible violation of articles 18bis, 18ter par. 4, 18ter par. 5 of the Regulations on the Status and Transfer of Players and articles 4 par. 2 of Annexe 3 of the Regulations on the Status and Transfer of Players)

I. inferred from the file

Background information:

1. On 22 January 2015, the Club FK Crvena Zvezda (hereinafter "*Red Star*" or "*the Club*") and the Club Apollon Limassol (hereinafter "*Apollon*") entered into an agreement (hereinafter "*the Agreement*") whereby Red Star agreed to sell 70% of the economic rights of the player Luka Jovic (hereinafter "*the Player*") to Apollon. According to the Agreement, Apollon had to pay the total amount of EUR 750,000.
2. The Player was 17 years old at the time of the signature of the Agreement and remained registered with Red Star.
3. In this context, the Agreement signed between the two clubs could have represented a breach of art. 18bis par. 1 of the Regulations on the Status and Transfer of Players (hereinafter "*RSTP*" or "*the Regulations*") and in particular:

Clause 2.4: *"It is hereby agreed that in order to fully register the player in Cyprus, Red Star undertake that at any point after the Player's 18th birthday and upon written request of Apollon it will ensure that the Player signs an employment agreement with Apollon for a period of 5 (five) football seasons."*

Clause 2.8: *"Red Star hereby agrees that it shall not at any time sell, assign, transfer, loan or otherwise dispose or make any use of Red Star Rights without receiving Apollon's prior written approval."*

Clause 2.9: *"[a]t any time upon Apollon's request Red Star will complete the transfer of the Player's International Transfer Certificate ("ITC") in accordance with the Transfer Matching System ("TMS") requirements."*

Clause 3.2: *"[t]he Parties wish that the Player shall keep playing for Red Star until Apollon's first request in which the full federative rights will be transfer[red] to Apollon and the Player will be register[ed] in Cyprus."*

Clause 3.7: *"during the remaining of the 2014/15 playing season and upon Apollon's request Red Star will bear all payments with regard to the Player."*

Clause 4.1: *"It is agreed by the parties that in any case of a future sale of the player from Apollon to a third club, then the total Net Future Consideration will be divided as follows Apollon [70%] and Red Star [30%]."*

Clause 4.3: *"It is further agreed that in case Red Star will present to Apollon with a firm and documented proposal by a third club for an offer to purchase*

the full remaining 30% of the economic rights over the Player, then Apollon may decline the offer, as long as it pays to Red Star the amount of the offered transfer amount ("The Right of First Refusal") on the same terms as the documented proposal."

Clauses 6.4: "In case of permanent disability of injuries Apollon will be entitled to receive 70% proceeding from the insurance company under the insurance policy."

Clause 6.5: "It is agreed between the Parties that Apollon shall be entitled to received 70% of any amount that shall be received by Red Star from the insurance company."

Clause 6.6: "If the Player is unable to play or train for a consecutive period of 72 (seventy-two) hours, Red Star shall notify the Apollon medical team and discuss investigation and treatment options before initiating them. It is the responsibility of Red Star's medical team to notify the Apollon medical team as soon as possible following any injury and provide the Apollon medical team with all information pertaining to the injury. No surgical procedure should be carried out without the prior written consent of the Apollon Club Doctor, and emergency surgical procedures must be discussed with the Apollon Club Doctor before the procedure is carried out unless to do so would have detrimental impact on the Player's health. For the avoidance of doubt Apollon is free to appoint a specialist on their behalf."

Clause 9.1: "Red Star shall not be entitled to pledge, assign, delegate or otherwise transfer any of its rights or obligations under this agreement, without prior written consent of Apollon."

Clause 9.2: "Apollon shall be entitled to pledge, assign, delegate or otherwise transfer any of its rights or obligations under this agreement, without prior consent of Red Stars."

4. Moreover, it appeared that the Club failed to upload a copy of the Agreement in the Transfer Matching System as well as it failed to provide the payment information related to the transfer instruction 132338.
5. In view of all the foregoing, the FIFA Transfer Matching System GmbH (hereinafter "FIFA TMS") decided to initiate an investigation in order to shed the light on the above facts.

Procedure before FIFA TMS:

6. On 16 June 2017, FIFA TMS sent a correspondence to Red Star with regard to a possible breach of articles 18bis, 18ter and 4.2 of Annexe 3 of the Regulations and requested the following information:

- A summary of the Club's position on the matter;
- A Copy of any and all agreements signed by the Club with Apollon with respect to the Player;
- Details and copies of any and all correspondence between Red Star and Apollon in connection with the Player;
- Details and evidence of the amounts received by the Club in connection with the transfer of the Player.

7. On 3 July 2017, Red Star provided FIFA TMS with a position which can be summarized as follows:

- As shown by the decision of the UEFA Club Financial Control Body dated 5 June 2014, the 2012 – 2016 financial years were difficult for Red Star.
- The budget of Red Star is dependent on the selling of talented players trained by the club. The club depends on incoming transfer fees to meet its financial obligations and break-even.
- Serbia not being part of the EU/EEA implied that the minor, as per art. 19 RSTP, would not be able to move to a European club up until his 18th birthday. Therefore and given the club's financial dependence on transfers related to revenues, when Apollon showed a concrete and serious interest in the player, the club agreed to enter into an agreement (the 2015 Agreement) for the future transfer of the minor.
- Red Star had anticipated the likely successful development of the minor and therefore retained 30% of the player's economic rights so that both parties would need to agree on an additional transfer fee.
- The 2015 Agreement outplayed other clubs interested in the player and provided Red Star a much needed financial injection in January 2015.
- The intention of both parties had always been to definitively transfer the player to Apollon in January 2016 by means of the (anticipated) transfer agreement signed in January 2015.
- No party other than both clubs were involved in the contract and the transaction.

- The validity of the 2015 Agreement was not intended to run for more than 1 year.
 - According to articles 49 and 50 UEFA CL/FFP Regulations: “a licence applicant must prove that as at 31 March preceding the licence season it has no overdue payables (...) towards other football clubs (...) or in respect of its employees (...)”. Failure to comply with said requirement automatically leads to UEFA License not being granted.
 - At the moment when the 2015 Agreement was signed, Red Star still had several outstanding payments to players, clubs and third parties.
 - The club was facing a likely deduction of 6 points as per the decision of the FIFA Disciplinary Committee due to non-compliance with a decision of the FIFA Dispute Resolution Chamber dated 25 April 2013 which had ordered the club to pay their former player Bronowicki damages for breach of contract.
8. On 4 December 2017, FIFA TMS informed the Club that the matter would be forwarded to the FIFA Disciplinary Committee.

Procedure before the FIFA Disciplinary Committee

9. On 18 December 2018, the Secretariat to the FIFA Disciplinary Committee (hereinafter “*the Secretariat*”) opened disciplinary proceedings against Red Star for a possible violation of art. 18bis par. 1 and 18ter pars. 4 and 5 of the Regulations on the Status and Transfer of Players, alleged failure to upload a mandatory document and to disclose payment information in the Transfer Matching System.
10. On 16 January 2019, the Club requested an extension of its deadline to file a position, which was granted by letter of the same date until 31 January 2019.
11. On 31 January 2019, the Club provided its position, which is summarized below. The summary of the Club’s position does not purport to include every contention put forth by it. However, the FIFA Disciplinary 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 the Club’s position.
- Red Star refers to art. 18ter RSTP and the definition of a third party cf. Definition 14 and states that Red Star and Apollon Limassol cannot be considered as third parties and thus, cannot be held liable for the violation for said article.

- Red star then refers again to art. 18ter RSTP and states that in the impossible hypothesis where the Committee would declare the Club liable for said article, it recalls that the agreement falls under the scope of article 18ter par. 4 RSTP.
- In what concerns the potential breach of art. 18bis, Red Star states that loan agreements are well accepted and not contrary to the FIFA Regulations and in general include clauses which may give on club a certain influence over other clubs' independence. It is common to find such clauses. The contract in this case constitutes a contract that is very similar to a loan agreement.
- Red Star then makes a detailed analysis of the respective clauses (p. 8-9 of its submission):
 - Clause 2.4: This clause confirms that Red Star accepts to formally transfer the player once he turned 18 as said before. The mention "upon request" does not entail any commitment whatsoever, but merely refers to the fact that in case of an international transfers, the process must be initiated by the acquiring club through an ITC request. The commitment that the player would sign a 5-year contract is a valid "porte-fort" and must be read in combination with Article 2.10 which explicitly states that "the player and his parents gave their consent to the execution of this Agreement."
 - Clause 2.8 and clause 9.1: this clause is nothing else than an application of Article 10 par. 3 RSTP which states that "The club that has accepted a player on a loan basis is not entitled to transfer him to a third club without the written authorisation of the club that released the player on loan and the player concerned."
 - Clause 2.9 and 3.2: these clauses refer to the fact that the issuance of the ITC is not dependent on the will of the selling club, but must be initiated upon request of the acquiring club.
 - Clause 4.1: This clause merely constitutes a sell-on clause, which is authorised under FIFA Regulations.
 - Clause 4.3: it is legal and common to include a right of first refusal in case of loans or definitive transfers of players. We do not understand why in the present matter, this would be a breach of Article 18bis.

- Clauses 6.4, 6.5 and 6.6: Insofar as the player was a player of Apollon Limassol, remaining at Red Star until his transfer could be executed, it is normal that any injury and medical treatment resulting therefrom constituted a matter of interest for both parties.

Furthermore, in the Club's opinion, there is no objective reason to consider that in case of a transfer, the transfer fee could be shared based on a sell-on clause, whereas in case of a permanent incapacity, the amount paid by the insurance company could not. In this respect, it must be underlined that such an insurance payment is not made in relation to a transfer and falls therefore outside the scope of Article 18ter. As the potential influence is concerned, we hardly see how it could interfere in a club's policy unless the Disciplinary Committee believes that clubs might devise "diabolical" plans in order to incapacitated the player and receive the compensation.

- Clause 9.2: the clause states that "Apollon shall be entitled to pledge, assign, delegate or otherwise transfer any of its rights or obligations under this agreement, without prior consent of Red Star". On the one hand, Apollon is free to transfer any and all rights it has over the player since the Red Star's consent is not required. On the other hand, Red Star will not be affected as the entitlement is strictly limited to Apollon's rights and obligations.
- Red Star's good faith in considering there was no obligation to mention and upload the agreement in TMS.
- As to the alleged violation of art. 4 par. 2 Annexe 3 RSTP, Red Star states that all financial information related to the 2016 Agreement was uploaded in TMS with supporting documents. For the 2015 Agreement it considered in good faith that there was no obligation to upload.

12. In addition, the Club wished to underline that the FIFA letter dated 18 December 2018 limited itself to quoting, in general terms, several clauses of the transfer agreement, which would represent a violation of the FIFA Regulations, without providing any motivation in contradiction with the rights of defense of the Club. In particular, the Club requests *"to receive, as soon as possible, a copy of the full case file, including the internal evaluations made by FIFA TMS Compliance and the FIFA Disciplinary Secretariat."*

13. On 28 February 2019, the Secretariat replied that the letter sent on 18 December 2018 is self-explanatory and sufficiently clear. It also recalled that *"the question whether the mentioned provision was infringed or not by the*

aforementioned agreement, and more specifically on which grounds, belongs to the exclusive competence of the FIFA Disciplinary Committee and not that of the secretariat". Finally, the Secretariat declared that "the entire case file which will be referred to the FIFA Disciplinary Committee for its consideration and evaluation, contains the information that has already been provided to the club in the context of the present proceedings as well as during the investigation carried out by TMS."

II. and considered

A. Jurisdiction of the FIFA Disciplinary Committee

1. Applicability of the FIFA Disciplinary Code

Applicability *ratione personae*

1. Pursuant to article 3 lit. (b) of the FDC, the members of associations, and in particular the clubs, are subject to the FDC. However, the term "association" is not defined in the FDC. Nevertheless, this definition can be found in the "Definitions" section of the FIFA Statutes. As the FIFA Statutes are the highest ranked source of law of the Federation, the relevant definition contained in the Statutes also applies within the context of the FDC.
2. In this context, according to point no. 2 of the "Definitions" section of the FIFA Statutes, an "association" is a football association recognized by FIFA and is a member of FIFA. In the present context, the FIFA Disciplinary Committee (hereinafter "the Committee") noted that the Football Association of Serbia (hereinafter "FAS") is a football association recognized by FIFA; it is also a member of FIFA. In turn, Red Star is without any doubt a football club and a member of the FAS. It must accordingly be regarded as a member of an association within the meaning of article 3 lit. (b) of the FDC as a result of which Red Star is subject to the FIFA Disciplinary Code *ratione personae*.

Applicability *ratione materiae*

3. In accordance with article 2, last sentence, of the FDC, said code applies to any breach of FIFA regulations that does not fall under the jurisdiction of any other body. The Committee observes in this regard, that Red Star is alleged to have violated provisions of the Regulations on the Status and Transfer of Players.
4. In line with article 25 par. 3 of the Regulations, disciplinary proceedings for violation of said regulations shall, unless otherwise stipulated therein, be in accordance with the FDC.

The RSTP being without any doubt a FIFA regulation within the meaning of article 2, last sentence of the FDC, there are indeed violations of FIFA regulations in the present case. Consequently, the FIFA Disciplinary Code applies to the present matter *ratione materiae*.

2. Jurisdiction of the FIFA Disciplinary Committee

5. In accordance with article 53 par. 2 of the FIFA Statute, the Committee may pronounce the sanctions described in the Statutes and the FDC on member association, clubs, officials, players, intermediaries and licensed match agents.
6. Pursuant to article 25 par. 3 of the Regulations, disciplinary proceedings for violation of the Regulations shall, unless otherwise stipulated herein, be in accordance with the FDC.
7. In continuation, article 9.2 par. 1 of Annexe 3 of the Regulations stipulates that the FIFA Disciplinary Committee is responsible for pronouncing sanctions in accordance with the FDC.
8. Article 18bis par. 2 of the Regulations stipulates that the Committee may impose disciplinary measures on clubs that do not observe the obligations set out in this article.
9. Referring to article 76 of the FDC, the Committee recalls that it is authorized to sanction any breach of FIFA regulations which does not come under the jurisdiction of another body.
10. With the above in mind, the Committee notes that the Club has not challenged the jurisdiction of the Committee or the applicability of the FDC at any point during the proceedings.
11. As a result of the foregoing considerations, the Committee deems that it is competent to evaluate the matter at hand and to pronounce sanctions in case of corresponding violations.
12. Having established its competence, the Committee proceeds to analyze each violation separately and the evidence at its disposal, in particular the documents uploaded into the TMS, the documents gathered during the investigation conducted by the FIFA TMS as well as the correspondence and documents provided by the Club within the context of the present disciplinary proceedings.

B. Analysis of the relevant articles of the RSTP apparently infringed by the Club

1. Preliminary remarks

13. First and foremost, the Committee is eager to emphasize that, as mentioned above it has the exclusive competence to decide whether or not the Club has breached the FIFA Regulations. The initiation of disciplinary proceedings does not foreshadow in no way a decision passed by the Committee. Indeed, the Committee refers to art. 84 par. 3 of the FIFA Disciplinary Code which defines the role of the Secretariat: *"The secretary takes charge of the administrative work and writes the minutes and decisions of the meetings"*.
14. In this sense, the Committee also wants to underline that the disciplinary proceedings were commenced after a first investigation led by FIFA TMS during which information according to a potential breach of arts. 18bis and 18ter (as well as art. 4.2 of Annexe 3) of the Regulations was requested to the Club. As a matter of fact, the Club replied to FIFA TMS request for information on 3 July 2017.
15. Therefore, the Committee insists in confirming that the letter is self-explanatory and sufficiently clear, and that the rights of defense of the Club and the principles of due process were respected.

2. General considerations and background information

16. Before entering into the merits of the present proceedings, the Committee wishes to recall some important general aspects that it deems relevant in the present context.
17. Firstly and in its capacity as the governing body of world association football, FIFA's objective cf. article 2 lit. g) of the FIFA Statutes is *"to promote integrity, ethics and fair play with a view to preventing all methods or practices, such as corruption, doping or match manipulation, which might jeopardise the integrity of matches, competitions, Players, Officials and Members or give rise to abuse of Association Football."*
18. In order to ensure that this objective is accomplished, FIFA has been concerned with, and has endeavored to eradicate those activities and practices that pose an imminent threat to association football's integrity, are liable for tarnishing its reputation and damages the preservation of football's essential values.
19. In recent decades, the game of football has grown quickly, increasingly becoming a business with high transfer compensations negotiated between clubs and higher salaries paid to players.
20. Said growth has attracted more investment in the game of football, in particular via sponsors, TV rights and marketing. It has also caught the attention of companies and entrepreneurs all over the world, to which the

game of football also started to become an attractive business.

21. Because of this evolution, some clubs started to open their doors to investments from stakeholders outside the world of football. These investments were aimed at the clubs and their development but, also to a considerable extent to the transfers of players. With this type of investment, clubs gained access to money they did not previously dispose of in order to acquire the federative and economic rights of new players in order to sustain their competitiveness. However, by getting involving in these type of operations, the clubs assumed a considerable (financial) risk towards the investors.
22. In this respect, the Committee notes that together with the increase of the investments from new stakeholders, the responsibility of FIFA bodies has also increased, specifically in view of the objectives of FIFA; primarily the objective to safeguard football's integrity. In the Committee's view, and while it is important to allow the clubs to find new means of investment, it is equally important to prevent football from losing its credibility in the public's perception.
23. In view of the above, FIFA - and football in general –has been confronted in the past years with infiltration in the football world of alien elements and undue interference in the transfers of players by physical and legal persons outside the football structure. The proliferation of these businesses in the world of football have been detrimental in terms of, among others, the autonomy of the clubs in the determination of their policies and their independence in the decision making process regarding the recruitment and transfer of players, where other actors than the contracting club were granted the ability to assert their interests.
24. The prevailing interests of third-party investors seem to collide with the principle of contractual stability which, in line with article 1 par. 3 b) of the RSTP, has been recognized as being of *"paramount importance in football, from the perspective of clubs, players, and the public. Contractual relations between players and clubs must be governed by a regulatory system which responds to the specific needs of football and which strikes the right balance between the respective interests of players and clubs and preserves the regularity and proper functioning of sporting competition"* (cf. circular n° 769, 26 August 2001).
25. In this context, the Committee also realizes that players' transfers in general is an area that is likely to give rise to conflicts of interests bringing about match manipulation. Such conducts also create the risk of interference with the club's freedom and independence in recruiting and transfer-related matters, compromising football's integrity and reputation as well as its most essential values.

26. Moreover, the specificity of sport, which has been expressly recognized by the European Commission as a legitimate objective, requires that the outcome of a game remains uncertain and that the competitive balance between clubs taking part in the same competitions is preserved. In addition, this specificity also refers to the sport structure, including, notably, the autonomy and diversity of sport organizations, a pyramid structure of competitions from grassroots to elite level, organized solidarity mechanisms between the different levels and operators, the organization of sport on a national basis and the principle of a single federation per sport (cf. par. 4.1 of the White Paper on Sport (COM(2007) 391 final), 11 July 2007).
27. Additionally, in line with the need to respect and protect the specificity of sport, clubs must remain independent and autonomous in order to freely take any decisions that they deem appropriate in the context of their sporting needs. Thus, any influence on the clubs either directly or by means of owning a percentage of a player's economic rights is to be considered conflicting with the defense of the specificity of sport.
28. Moreover, and in line with the above, article 20 par. 2 of the FIFA Statutes provides that every member association shall ensure that its affiliated Clubs can take all decisions on any matters regarding membership independently of any external body. This obligation applies regardless of an affiliated Club's corporate structure.
29. As a consequence of all the above, FIFA decided to exercise its regulatory power by firstly amending the RSTP in order to include article 18bis of the RSTP (entered into force on 1 January 2008).
30. FIFA then created the Transfer Matching System (becoming compulsory on 2010), indicating in article 1 par. 1 of Annexe 3 of the RSTP that the Transfer Matching System *"is designed to ensure that football authorities have more details available to them on international player transfers. This will increase the transparency of individual transactions, which will in turn improve the credibility and standing of the entire transfer system."* The Transfer Matching System has been an extremely powerful tool to increase transparency and respect for the regulations in all kind of transfer-related matters.
31. Finally, as a result of a comprehensive examination by the FIFA standing committees of TPO in all its aspects, two different FIFA mandated studies and a working group created within the framework of the Players' Status Committee on third party ownership of players' economic, it was decided that further measures were necessary. In order to guarantee the integrity of association football, increase transparency, avoid conflicts of interest, risk of match-manipulation and speculation without taking into consideration sporting elements and to strengthen the independence of clubs, article 18bis

par. 1 of the RSTP was amended and article 18ter introduced. These regulatory amendments entered into force following a lengthy law-making process involving stakeholders (confederations, member associations, leagues, clubs and players) from all over the globe.

32. As a clear consequence of the above, it is undeniable that the overriding objective pursued by FIFA through the abovementioned provisions of the FIFA Statutes, the RSTP (and the Intermediaries Regulations), is to increase transparency, contractual stability and to tighten monitoring and control of players' transfer and transactions connected to it.

3. Analysis of article 18bis of the Regulations – Third Party Influence on clubs

i. Background and rationale of art. 18bis of the RSTP

33. The Committee recalls that article 18bis of the RSTP prohibits the possibility that any person or entity acquires the ability to influence in employment and transfer-related matters a club's independence, its policies or the performance of its teams.

34. In this sense, it is undeniable that entering into contracts that enable a third party to influence employment and transfer related matters also jeopardizes the transparency of (international) transfers while putting at stake the entire integrity of the competitions and the transparency of football itself.

35. Furthermore, article 18bis of the RSTP aims to protect the clubs' independence from third parties or other clubs that may have a different interest other than the clubs' sporting activity. In this context, the Committee notices that this type of conduct (the possibility of influencing the clubs) is also likely to give rise to conflicts of interests bringing about match manipulation and match fixing practices.

36. Such types of conduct also put at risk the interference with the club's freedom and independence in recruiting and transfer-related matters, compromising football's integrity and reputation as well as its most essential values.

37. As established under point II.B.2 *ut supra*, a considerable increase of investment in football over the past years has taken place and as a result, FIFA's commitment to maintain football's integrity safe has gained importance.

38. As a result of the foregoing, and by means of art. 18bis of the Regulations, the FIFA judicial bodies have the duty to protect the integrity of the game of football and avoid that the influence of third parties on the games directly influences its course, and in particular in the matters of employment and transfer-related matters.

39. Finally, any possible situation where an entity acquires the ability to influence directly or indirectly employment and transfer related matters a club's independence, its policies or the performance of its teams cannot be tolerated and is absolutely forbidden.

ii. Regulatory content of art. 18bis of the RSTP

40. The Committee firstly points out that article 18bis par. 1 of the RSTP establishes a prohibition that is addressed to clubs only (*i.e. "No club shall enter into a contract which enables the counter club/counter clubs, and vice versa, 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"*). Consequently, clubs are responsible to ensure that (i) no entity (a third party or another club) acquires the possibility of influencing them in the aspects foreseen by said article or/and that (ii) the club itself does not acquire such possibility with respect to another club.

41. In other words, this prohibition consists of avoiding the conclusion of contracts that grant anyone the possibility of influencing in employment and transfer-related matters a club's independence, its policies or the performance of its teams and the clubs' abilities to determine by their own the conditions and policies concerning purely sporting issues such as the composition and performance of their teams.

42. Moreover, such prohibition affects *"the counter club /counter clubs, and vice versa or any third party"*. It has to be highlighted that the wording of the provision is very broad and includes any physical or legal person (which is a party to the agreement or not) including the clubs between which the player is transferred. Therefore, the clubs are not allowed to enter into that type of agreements at all, since the scope foreseen in article 18bis par. 1 of the RSTP applies to any person or entity.

43. The Committee therefore concludes that no one – other than the relevant club - may be entitled to determine by itself, the conditions and policies concerning purely sporting issues of a club such as the composition and performance of its teams.

44. Finally, any club that does not observe the obligations set out in article 18bis of the RSTP may be subject to disciplinary proceedings as established in par. 2 of said provision.

3. Analysis of art. 18ter of the Regulations – Third party Ownership

i. Background and rationale of art. 18ter of the RSTP

45. Firstly, the Committee recalls that article 18ter par. 1 of the RSTP aims to prevent the phenomenon of speculative investments by persons or entities from inside or outside the football structure. These speculative investments result in a stake in a player's transfer value and the right of a future claim against clubs contingent upon realization of the transfers of player under contract, while these persons or entities cannot be held accountable.
46. Thus, the Committee notes that the predominant objective of those third parties is to receive the largest possible return on its investment. Having no genuine interest in football, other than financial, the third party will inevitably have a say on the very transfer of under-contract players and its terms, and on its various aspects, such as the transfer fee, the date and the identity of the engaging club.
47. In this sense, it is undeniable that entering into contracts that grant a third party a percentage of a player's economic rights not only jeopardizes the transparency of (international) transfers but also puts the integrity of the competitions and the transparency of football at risk. Furthermore, when powerful entities own the economic rights of players that compete in the same leagues or confederational competitions, the threat of match manipulation and conflicts of interest increases considerably.
48. In this regard, the Committee considers it important to recall FIFA's objectives contained in article 2 of the FIFA Statutes. According to lit. a) of said article, one of the objectives of FIFA is *"to improve the game of football constantly and promote it globally in the light of its unifying, cultural and humanitarian values, particularly through youth and development programmes"*.
49. In the same line, as was already established above, according to lit. g) of said article, one of the FIFA objectives is *"to promote integrity, ethics and fair play with a view to preventing all methods and practices, such as corruption, doping or match manipulation, which might jeopardise the integrity of matches, competitions, players, officials and member associations or give rise to abuse of association football"*.
50. In view of the foregoing and following the general considerations mentioned in par. II B. *ut supra*, the Committee emphasize the importance of this article in view of the principles it seeks to protect, which is only possible by avoiding the division of the player's ownership rights between different entities not related to it (cf. definition 14 RSTP).
51. The Committee also noted that art. 18ter of the Regulations does not preclude clubs from obtaining financial aid, on the contrary, it merely limits the power of disposition of the economic rights of the players.

52. Finally, and as a consequence of the above, since TPO has become a global phenomenon over the last years, the Committee confirms that such issue requires a worldwide uniform approach, not only from the regulatory powers of FIFA but also through the sanctioning powers given to the Committee.

i. Regulatory content of art. 18ter of the RSTP

53. Firstly, the Committee points out that the prohibition contained in art. 18ter of the Regulations is, without a doubt, addressed to both clubs and players (i.e. *"No club or player shall enter into an agreement with a third party whereby..."*).

54. The clubs and players therefore have an obligation not to conclude agreements with third parties in violation of the prohibition stipulated in the concerned provision. Should they be found in breach of the Regulations by the FIFA Disciplinary Committee, clubs or players may be sanctioned (cf. art. 18ter par. 6 RSTP).

55. Third parties are defined under definition number 14 of the Regulations as *"a party other than the two clubs transferring a player from one to the other, or any previous club, with which the player has been registered"*.

56. Furthermore, the Committee notices that art. 18ter par. 1 of the Regulations is aimed at hindering third parties from profiting from the transfer of a player since no agreements may be signed (by a club or a player) that entitles a third party *"to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another, or"* to be *"assigned any rights in relation to a future transfer or transfer compensation"*.

57. Therefore, any club or player is prohibited from entering into an agreement with a third party that is granted the right to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another or is being assigned any rights in relation to a future transfer or transfer compensation.

58. Therefore, any club or player is prohibited from entering into an agreement with a third party that is granted the right to participate, either in full or in part, in compensation payable in relation to the future transfer of a player from one club to another or is being assigned any rights in relation to a future transfer or transfer compensation.

59. Article 18ter par. 2 of the RSTP stipulates that the prohibition came into force on 1 May 2015, with a transitional period from 1 January 2015 until 30 April 2015. In the same sense, article 18ter par. 3 of the RSTP establishes that any agreements entered into before 1 May 2015 could *"continue to be in place"*

until their contractual expiration. However, their duration [could] not be extended”.

60. Furthermore, art. 18ter par. 4 of the Regulations imposed that *“[t]he validity of any agreement covered by paragraph 1 signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than 1 year beyond the effective date.”*
61. Consequently, and in line with the mentioned provisions, no third-party ownership agreement that falls within the scope of the prohibition can be entered into by clubs or players after 1 May 2015 without breaching article 18ter par. 1 of the RSTP. Any third party ownership agreement concluded between 1 January and 30 April 2015 would have to limit its duration to one-year maximum without the possibility of an extension.
62. Finally, the Committee recalls that clubs had also the obligation to upload into TMS all TPO agreements that might have been concluded *“including possible annexes or amendments, in TMS, specifying the details of the third party concerned, the full name of the player as well as the duration of the agreement.”* (cf. art. 18ter para. 5 of the RSTP).
63. As a consequence, any club and/or player that did not observe the obligations set out in art. 18ter of the Regulations may be subject to disciplinary measures as determined by the Committee in compliance with para. 6 of said provision.

4. Analysis of Annexe 3 of the Regulations

64. The Committee considers essential to recall why FIFA created the Transfer Matching System (which became mandatory in 2010) and its administrative rules. Indeed, the FIFA Circular 1108 dated 2 October 2007 stated that *“The basic principle behind this system is that clubs involved in an international transfer will, independently of each other, enter specific information relating to the transfer into a web-based application. This information will then be evaluated by the transfer matching system. The system will check, in particular, that the information entered by both clubs is a complete match.”*
65. The objective of the creation of such a system was to enable a better safeguard of the FIFA values and improve the credibility and transparency of the entire transfer system. The Clubs were empowered to use the system and a certain number of obligations were imposed to them.
66. Annexe 3 of the RSTP analyzes in a very detailed manner the Transfer Matching System, a web-based data information system that was conceived to ensure that football authorities have more details available to them on international player transfers increasing the transparency of individual transactions, improving the credibility and standing of the entire transfer system.

67. In this respect, in order to be able to obtain truthful information about transfers, it is necessary to know whether or not payments have been made between the clubs involved in a transfer. One of the Annexe 3's main function is indeed to distinguish the payments related to international transfers of players.

68. In this sense, it is essential that clubs are aware of their responsibility and the importance of inserting correct information supported by the relevant documents in a responsible manner and at regular intervals.

69. In order to achieve the above, Annexe 3 of the Regulation describes in detail all the specific steps that users of the system must follow, as well as the obligations that must be met in order not to incur in any violation and therefore in possible sanctions.

C. Analysis of the facts of the case

1. Article 18bis of the Regulations

70. As a starting point, it is undisputed that on 22 January 2015, Red Star and Apollon concluded an agreement in view of the transfer of the Player Luka Jovic.

71. The Committee then analyses the relevant clauses of said agreement in light of the art. 18bis of the Regulations.

72. First and foremost, the Committee wants to underline the content of clause 2.8 of the Agreement: *"Red Star hereby agrees that it shall not at any time sell, assign, transfer, loan or otherwise dispose or make any use of Red Star Rights without receiving Apollon's prior written approval."*

73. The Committee clarifies that Red Star, after the signature of the Agreement on 22 January 2015, holds 30% of the Player's economic rights.

74. The Committee agrees with the Club when it says *"that the agreement was concluded between the player's former club (Red Star) and his new club (Apollon Limassol)."*¹

75. However, the Committee has a divergent opinion in what concerns the justification of the Club. Indeed, the latter states that this *"clause is nothing else than an application of Article 10 par. 3 RSTP"*. The Committee recalls the content of art. 10 par. 1 of the Regulations: *"A professional may be loaned to*

¹ Correspondence from the Club dated 31 January 2019 – Page 6, par. 31

another club on the basis of a written agreement between him and the clubs concerned.”

76. Therefore, a loan is materialized by an agreement between the players and the two clubs. In the matter at stake, the agreement in question is nothing like a loan since, and it is confirmed by the Club itself, the players never signed such agreement. For the Committee to consider a loan, a loan agreement must be signed by all the three parties concerned, which, one can notice, has not been the case in the matter at scrutiny.

77. In this context, the clause 2.8 above clearly impedes Red Star to dispose of its Rights over the Player in an independent manner. Indeed, Red Star has the obligation to obtain Apollon’s written approval in order to *“sell, assign, transfer, loan or otherwise dispose or make any use”* its Rights.

78. According to the Committee, it is evident that a perfectly independent club would not have to obtain another club’s prior approval before disposing its rights over a player.

79. In the hypothesis in which Red Star would desperately be in need of financial resources and would therefore be forced to sell the remaining of its economic rights, it would have to require the authorization to Apollon.

80. In addition, in the same line than the aforementioned clause, the Committee wants to stress out the content of clauses 9.1 and 9.2 of the Agreement which read: *“Clause 9.1: “Red Star shall not be entitled to pledge, assign, delegate or otherwise transfer any of its rights or obligations under this agreement, without prior written consent of Apollon.”*

“Clause 9.2: “Apollon shall be entitled to pledge, assign, delegate or otherwise transfer any of its rights or obligations under this agreement, without prior consent of Red Stars.”

81. In the same vein, there is no place for doubt for the Committee that these two clauses allow Apollon to exert influence on Red Star. Not only the latter needs Apollon’s prior written consent (again) *“to pledge, assign, delegate or otherwise transfer any of its rights or obligations under this agreement”* but more striking still, Apollon, on the contrary is perfectly entitled to do so, without any kind of approval from Red Star.

82. The Committee is of the opinion that apart from the fact that this creates an unfair advantage to Apollon over Red Star which can be disrupting in the exercise of this agreement, this creates a real domination and control from Apollon. Indeed, not being able to dispose freely of its rights over an agreement is a grave encroachment to the contractual liberty and to the principle of free will inherent to any party of a contract.

83. In this regard, the Committee is confident enough to, once again, confirm the influence exerted, through this clauses, by Apollon over Red Star which represents an obvious violation of art. 18bis of the Regulations.
84. Finally, the Committee would like also to point out the content of clause 6, and in particular to its paragraph 6: *"If the Player is unable to play or train for a consecutive period of 72 (seventy-two) hours, Red Star shall notify the Apollon medical team and discuss investigation and treatment options before initiating them. It is the responsibility of Red Star's medical team to notify the Apollon medical team as soon as possible following any injury and provide the Apollon medical team with all information pertaining to the injury. No surgical procedure should be carried out without the prior written consent of the Apollon Club Doctor, and emergency surgical procedures must be discussed with the Apollon Club Doctor before the procedure is carried out unless to do so would have detrimental impact on the Player's health. For the avoidance of doubt Apollon is free to appoint a specialist on their behalf."*
85. Once more, the Committee is eager to emphasise that this clause denotes the absence of autonomy and independence from Red Star towards Apollon. Even the medical staff of Red Star is subject to the control of the Apollon's medical staff. It is undeniable that a purely independent club does not share any sensitive medical information concerning any players to any other club. The fact that Red Star needs to use such practice evidently determines its lack of self-governance.
86. In view of all of the above, the Committee is convinced that all the aforementioned clauses of the Agreement enabled the Club to acquire the ability to influence the independence, the policies or the performance of Red Star in employment and transfer-related matters. As a consequence, the Club is liable for the violation of art. 18bis of the Regulations.
87. On another note, and contrary to the abovementioned clauses, the Committee wishes to establish that the clauses 2.4, 2.9, 3.2, 3.7, 4.1 and 4.3 are not to be considered as granting any kind of influence to the Club and therefore, should not be considered as breaching the art. 18bis of the Regulations.

2. Article 18ter of the Regulations

88. At a first point, the Committee points out that according to art. 18ter par. 1 of the RSTP no agreements may be signed by a club or a player that entitles a third party *"to participate, either in full or in part, in compensation payable in*

relation to the future transfer of a player from one club to another, or” to be “assigned any rights in relation to a future transfer or transfer compensation.

89. Third parties are defined under definition number 14 of the Regulations as “a party other than the two clubs transferring a player from one to the other, or any previous club, with which the player has been registered”. Therefore, this definition encompasses players, intermediaries, club’s members and/or associates as well as any other possible party other than the clubs specified in the above-quoted definition.
90. The Committee therefore estimates that none of the two clubs Red Star nor Apollon Limasol are to be considered a third party within the definition provided by the Regulations. The Committee further notices that the Agreement in the matter at stake has only been signed by these two clubs and only concerns these two clubs in terms of “*compensation payable in relation to the future transfer of a player*”. Therefore neither the Player nor any other club, legal or natural person shall be considered as part of this Agreement or as financially interested by this Agreement and therefore cannot pretend to be called as Third Party in regard of the present circumstances.
91. Having said that, the Committee refers to art. 18ter pars. 4 and 5: “*The validity of any agreement covered by paragraph 1 signed between 1 January 2015 and 30 April 2015 may not have a contractual duration of more than 1 year beyond the effective date.*” and “*By the end of April 2015, all existing agreements covered by paragraph 1 need to be recorded within the Transfer Matching System (TMS). All club that have signed such agreements are required to upload them in their entirety, including possible annexes or amendments, in TMS, specifying the details of the third party concerned, the full name of the player as well as the duration of the agreement*”.
92. Given the absence of third party (within the meaning of the Regulations) to the present Agreement, the latter cannot be considered as representing a breach of art. 18ter par. 1 of the Regulations. Consequently, it cannot be reproached to the Club the violation of art. 18ter pars. 4 and 5 of the Regulations.

3. Article 4 par. 2 of Annexe 3 of the Regulations

93. The Committee notes that, on 29 January 2016, the Club entered in TMS the transfer instruction (TMS ref. 132338) in order to release the Player to Apollon Limassol. The Committee also notes, that the club uploaded a Transfer Agreement dated 25 January 2016 making clear reference to the Agreement signed between the parties one year earlier.
94. Nevertheless, the Committee points out that the Agreement on 22 January 2015 was not uploaded in TMS.

95. Likewise, and under the terms of the Agreement, Apollon paid a total sum of EUR 750,000 to the player's former club Red Star in return for the 100% of the federative rights and 70% of the economic rights. This consideration was to be paid as follows:
- EUR 375,000 within 7 business days following the execution of the Agreement;
 - EUR 375,000 not later than 5 February 2015.
96. However, it appears that at the moment of the transfer in 2016, none of these payments were disclosed by the Club.
97. In this respect, reference shall be made to 4 par. 2 of Annexe 3 of the Regulations provides that "*[c]lubs must provide the following compulsory data when creating instructions, as applicable:*
[...]
- *Payment currency*
 - *Amount(s), payment date(s) and recipient(s) for each of the above listed types of payments"*.
98. The Committee also wishes, for the sake of good order, to recall that "*TMS is designed to clearly distinguish between the different payments in relation to international player transfers. All such payments must be entered in the system as this is the only way to be transparent about tracking the money being moved around in relation to these transfers*" (art. 1 par. 2 of Annexe 3 of the Regulations).
99. The Committee states, that even though the Club's good faith is not put into question, it remains that the payments according to the 2015 Agreement should have appeared in TMS.
100. In this regard, the Committee is satisfied in confirming that the Club is effectively in breach of art. 4 par. 2 of Annexe 3 of the Regulations.
101. In view of the foregoing, the Committee holds, as an overall conclusion, that the Club, by its conduct as described above, violated the following dispositions of the Regulations on the Status and Transfer of Players:
- Art. 18bis, for entering into a contract (i.e. the transfer agreement) that enables it to exert influence on the counter club;
 - Art. 4 par. 2, of Annexe 3; for failing to upload the proof of payment in TMS;

Therefore, the Committee considers that the Club is to be sanctioned for the aforementioned violations.

D) Determination of the sanction

102. The Committee would like to reiterate that any violation of the Regulations shall be sanctioned accordingly. Art. 25 of the Regulations states that disciplinary proceedings for violation of the Regulations shall, unless otherwise stipulated in them, be in accordance with the FDC. Therefore, it is to be recalled the art. 76 of the FIFA Disciplinary Code according to which, the FIFA Disciplinary Committee is authorized to sanction any breach of FIFA regulations which does not come under the jurisdiction of another body. In conclusion, the Committee is perfectly entitled to pronounce a sanction for any kind of violation of the Regulations, hence for the violation of art. 18bis and art. 4.2 of Annexe 3 of the Regulations.
103. Furthermore, according to art. 39 par. 4 of the FDC, when establishing the sanction to be imposed, the Committee will take into account all factors and circumstances of the case.
104. All in all, the Committee concludes that the Club, by signing a transfer agreement which allows the counter club to acquire the ability to influence its employment and transfer-related matters, its policies or the performance of the teams, is liable for the violation of art. 18bis of the Regulations as well as arts. 4 par. 2 of Annexe 3 of the Regulations for having failed to upload the transfer agreement as well as a proof of payment in TMS and as such shall be sanctioned accordingly.
105. With regard to the sanctions applicable in the present case, the Committee notes that the Club is to be considered a legal person. Pursuant to art. 10 of the FDC, the sanctions that may be imposed on both legal and natural persons include warnings, reprimands, fines and returns of awards. In addition, pursuant to art. 12 of the FDC, the sanctions applicable only to legal persons include transfer bans, playing a match without spectators and/or on neutral territory, bans on playing in a particular stadium, annulments of the result of a match, expulsions, forfeits, deductions of points and relegation to a lower division. Consequently, the FIFA Disciplinary Committee may apply the sanctions provided for in art. 10 and art. 12 of the FDC, as specified in art. 13 et seqq. of the FDC.
106. As previously established, the Club is found guilty of having infringed different articles of the Regulations. Therefore, a combination of infringements exists as provided for art. 41 pars. 1 and 2 of the FDC. According to the principles enshrined in the aforementioned provisions, in such cases the sanction shall be based on the most serious offence committed and may be increased as appropriate depending on the specific circumstances. Therefore, the following considerations address the sanctions that may be imposed for the most serious violations committed by the Club, in casu, those directly

connected with the interdiction of art. 18bis of the RSTP. Based on the sanctions to be imposed for this violation, it will then be decided whether and how to increase the sanctions because of the violations of arts. 4 par. 2 of Annexe 3 of the RSTP.

107. When evaluating the degree of the Club's liability in the context of sanctioning the violations of art. 18bis of the RSTP, the seriousness of the violations and/or the endangerment of the legal asset protected by this provision shall first be taken into account.
108. In this context, the Committee deems it important to recall the contents of article 2 of the FIFA Statutes, in which can be found the objectives of FIFA. According to lit. a) of said article, one of the objectives of FIFA is *"to improve the game of football constantly and promote it globally in the light of its unifying, cultural and humanitarian values, particularly through youth and development programmes"*.
109. In the same line, according to lit. g) of said article, one of the FIFA objectives is *"to promote integrity, ethics and fair play with a view to preventing all methods and practices, such as corruption, doping or match manipulation, which might jeopardise the integrity of matches, competitions, Players, Officials and members or give rise to abuse of Association Football."*
110. With the introduction of art. 18bis of the Regulations, FIFA judicial bodies shall protect the integrity of the game of football and avoid that the influence of third parties (including the counter clubs) gain the possibility to acquire direct influence in its course, and in particular in the matters of employment and transfer-related matters.
111. Any possible situation where a third party acquires such a possibility (in particular to what concerns the counter clubs) is not to be tolerated and is absolutely forbidden. The clubs are responsible to assure that the Regulations are duly respected and to ensure that no third party acquires a possibility to directly influence clubs in such areas.
112. The Committee therefore decides to impose a fine against the Club (art. 10 and art. 15 of the FDC). The FIFA Disciplinary Committee notes that it cannot be less than CHF 300 and cannot exceed CHF 1,000,000 (cf. art. 15 par. 2 of the FDC).
113. In view of the pertinent circumstances of the fact, and considering the well-established practice of the FIFA Disciplinary Committee, the latter considers that a fine of the amount of CHF 50,000 for the Agreement signed by the Club, as appropriate, arising from the violations of art. 18bis of the Regulations.

114. As established above, the Club has committed not one but multiple violations of the Regulations. Situations such as those described above, where there are repeated and combined violations, are contemplated in art. 41 of the FDC. According to the principles established in the mentioned provision, in such cases the sanction is to be based on the most serious violation committed, and may be increased as may be appropriate depending on the specific circumstances.
115. Furthermore, the Committee considers that the failure to upload mandatory information into TMS (and in particular payments) regarding the transfers of the Player within the Transfer Matching System are also serious breaches of the Regulations, which jeopardize the transparency of international transfers, stain the credibility of the entire transfer system and hinder the possibility of the football authorities to have a more effective monitoring of international transfers.
116. In the present case, the most serious infraction is the breach of art. 18bis of the Regulations. With respect to the other offence committed, the Committee, on the basis of the considerations already expressed above, decided to increase the fine of CHF 50,000 (imposed for the violations of the art. 18bis of the Regulations) by a further fine of CHF 5,000 for the violation of the art. 4 par. 2 of Annexe 3 of the RSTP. The Committee considers this increase to be appropriate to the circumstances and proportionate, particularly given the number of violations committed by the Club.
117. To conclude, the Club is therefore sanctioned with a fine of the amount of CHF 55,000.
118. Furthermore, the Club is warned as to its future conduct according to art. 13 of the FDC and a reprimand for its conduct is issued against it in accordance with art. 14 of the FDC.
119. Pursuant to art. 105 para. 1 of the FDC, costs and expenses shall be paid by the unsuccessful party. In the present case, the Club is to be considered the unsuccessful party.
120. The Committee therefore decides that the club Red Star shall bear the costs of the present proceedings. These costs are set at the amount of CHF 3,000.

III. Therefore decided

1. The club FK Crvena Zvezda is declared liable for the violation of article 18bis of the Regulations on the Status and Transfer of Players (RSTP) for entering into a contract which enabled the counter club to acquire the ability to influence the club's independence in employment and transfer-related matters in relation to the transfer of the player Luka Jovic.

2. The club FK Crvena Zvezda is also declared liable for the violation of articles 4 par. 2 of Annexe 3 of the Regulations on the Status and Transfer of Players as a result of failing to disclose payment information in TMS in relation to the transfer of the player Luka Jovic (TMS instruction no. 133207).
3. The FK Crvena Zvezda is ordered to pay a fine in the amount of CHF 55,000. The fine is to be paid within 30 days of notification of this decision. 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. **180338 aja**.
4. In application of articles 10 a) and 13 of the FIFA Disciplinary Code, the club FK Crvena Zvezda is warned on its future conduct. The club FK Crvena Zvezda is ordered to undertake all appropriate measures in order to guarantee that the FIFA regulations, in particular the RSTP and the provisions related to third-party influence, are strictly complied with. Should such infringements occur again in the future, the FIFA Disciplinary Committee may impose harsher sanctions on the club FK Crvena Zvezda.
5. The costs and expenses of these proceedings amounting to CHF 3,000 shall be borne by the club FK Crvena Zvezda and be paid according to the modalities stipulated under 3. above.

Sent to: - Club FK Crvena Zvezda, c/o Mr Sven Demeulemeester;
- Football Association of Serbia.

LEGAL ACTION

This decision can be appealed against to the FIFA Appeal Committee (article 118 of the FDC). Article 121 of the FDC describes the grounds for appeal. Any party intending to appeal must announce its intention to do so in writing within three (3) days of notification of the decision. Reasons for the appeal must then be given in writing within a further time limit of seven (7) days, commencing upon expiry of the first time limit of three (3) days (article 120 of the FDC). The appeal fee of CHF 3,000 shall be transferred to the bank account mentioned below before the expiry of the time limit of seven days to formalise the appeal (article 123 par. 1 of the FDC).

The appeal fee has to be paid 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.

FÉDÉRATION INTERNATIONALE
DE FOOTBALL ASSOCIATION



Paul-Antoine Dumond
Deputy Secretary to the Disciplinary Committee