



REGULATORY AND PROCEDURAL UPDATES IN SPORTS

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1. FIFA Bureau Council Suspends Tchadian and Pakistani Football Federations

In line with FIFA guidelines which show zero tolerance for government interference in football. The FIFA Bureau Council took the decision to suspend Tchadian Football Federation and the Pakistani Football Federation with immediate effect. Article 19(1) of the FIFA Statutes 2020 provides that: *“Each member shall manage its affairs independently and without undue influence from third parties.”*

In the case of the Tchadian Football Federation, it was precipitated by their decision to indefinitely withdraw powers given to the FTFA and installing a national committee to temporarily run their football.

The latter, Pakistani Football Federation was also suspended due to an hostile takeover of the PFF headquarters by protesters and the so-called decision taken by certain individuals to remove the FIFA-appointed normalization committee.

Their respective suspensions will be lifted once the football federations comply with the necessary actions put before them by FIFA.

To gain a more expansive viewpoint on interference in football, click [here](#).



For the Good of the Game

2. IFAB Retains The Five-Substitutes Rule

As a result of the global impact of the COVID-19 and how much it has affected the game of football, the IFAB's board of directors unanimously came to an agreement regarding the extension of the five substitute rule.

This decision was reached during a video conferencing meeting which held on 27th day of May, 2021 where members agreed to a temporary amendment of Law 3- The Players.

This development affords organizers of football competitions, the discretion of allowing up to five substitutes per match for all top tier competitions until December 2022.

It should also be noted that this decision was reached in order to actively look after the players' welfare and protect their interests as a result of the global disruption to the football calendar due to the pandemic.





3. FIFA Unveils Maiden Analysis of Women’s Football

The world football governing body, FIFA has released its maiden publication which covers an extensive analysis of the women's game.

This move is geared towards fulfilling the vision of FIFA to see the women's game develop.

In a statement released by the President of FIFA, Gianni Infantino on the report, he had the following to say:

“Boosting the development and growth of women’s football – on and off the pitch - is a key commitment and top priority for FIFA. As the interest continues to increase, we must focus on developing an in-depth understanding of the elite women’s football landscape. This document has been developed with the aim of supporting our women’s football stakeholders to better understand this landscape and to maximise its big potential.”

“By working together, and embracing the challenges and exciting opportunities that lie ahead, I strongly believe we can bring women’s football to more people around the world and make it truly global.”

The FIFA Benchmarking Report provides an insight into the state of play of elite women’s game including sporting aspect, finance, fan engagement, player-related matters and COVID-19.

The information presented was garnered from a concise survey carried out by 30 of the top level women’s football leagues from around the world including **the Nigerian Women Football League (NWFL)**.

To read a detailed overview of the key findings, access the publication [here](#).



4. Kenyan Football Club, FC Zoo, sanctioned by FIFA Disciplinary Committee



FIFA's Integrity Department with the cooperation of the Football Kenyan Federation (FKF) and the Confederation of African Football (CAF), has found FKF Premier League club - Zoo FC, guilty of breaching the FIFA Disciplinary Code (2019 edition).

An internal investigation was carried out on matches judged to have been manipulated between 2018 and 2020 by individuals belonging to the club which led to the FIFA Disciplinary Committee to reach a verdict that Zoo FC had breached Article 8 (Responsibility) and Article 18 (Manipulation of football matches and competitions) of the FIFA Disciplinary Code.

Premised on the findings, the Committee reached the decision to expel Zoo FC from the FKF Premier League (2020/2021 season) and in turn demote them to FKF Division One League for the 2021/2022 season.





1. WTA & ITF Agree to Increase Ranking Points at Tour Events

The Women's Tennis Association (WTA) and the International Tennis Federation (ITF) have reached an agreement to increase ranking points awarded at ITF Tour events for the rest of 2021.

The decision to make adjustments to this was reached due to the palpable effects of the Covid-19 which has massively impacted the WTT calendar and in turn reduced playing opportunities.

With immediate effect, participants in WTA tournaments from April 5, 2021 will enjoy an increment in ranking points from W25(\$25,000) through W80 (\$80,000) for the rest of the year. Those in the higher category (W80+H and above) and at W15 events will see their points remain the same.

This move is a temporary measure which will revert to its original format from 2022 onwards.

The breakdown of the ranking points table can be accessed [here](#)



Women's Tennis Association



FEATURE ARTICLE



THREE KEY WAYS TO MINIMIZE EMPLOYMENT-RELATED DISPUTES IN FOOTBALL

- *Tosin Akinyemi*



Introduction

It is generally accepted that it is almost impossible to totally eliminate the occasion of disputes in the society between individuals and corporations. This is why there are civil courts and arbitration bodies to resolve such disputes when they arise. Notwithstanding the above, steps are still often taken by people to reduce the likelihood of such disputes arising anyway. This can be considered a wise action considering the fact that dispute resolution could cause parties to incur avoidable expenses, unnecessarily expend time, and sometimes damage cordial relationships between people.

In relation to the game of football, the industry as well is not immune to disputes arising amongst participants, and it would be wise to seek how to minimize them.

While there are many ways that employment-related disputes can be minimized between football clubs and players, I have highlighted three key ways in this article:

1. Execute Written Contracts

It cannot be overemphasized, the importance of putting the terms of a football employment contract between parties in black & white. This is because of three major reasons:

a. Firstly, parties may genuinely forget oral promises that were made to each other, thereby increasing the likelihood of failing to fulfil such promises. Whereas, if a contract is in written form, it is more preserved such that each party can make reference to it at any time so as to remember their promises/obligations to the other party. This minimizes the possibilities of parties forgetting their obligations which may cause a breach.

b. Secondly, although oral contracts are as valid as written contracts, they are more difficult to prove compared to the latter. (See *CAS 2013/A/3091 FC Nantes v. FIFA & Al Nasr Sports Club, award of 2 July 2013, CAS 2013/A/3092*). In view of this, an insincere party to an oral



contract may feel more at ease to breach the oral contract than if it were a written one. In contrast, such a party may be more cautious to be in breach of the contract if it were in writing, because the terms of it would be easier to prove against him and enforce.

Meanwhile, it is worthy to highlight that footballers should ensure that all promises made by a club are included in their employment contract. For instance, I am aware of a case that a player was able to recover owed salaries and bonuses from FIFA's DRC, but could not recover an alleged sign-on fees that the Nigerian club orally promised to pay him because it was difficult to prove it against the club. As such, a player should ensure that his club includes all his benefits (such as sign-on bonuses, match performances bonuses, provision of vehicle and/or accommodation, return tickets, etc.) in his employment contract.

Also, apart from players' benefits, other vital terms such as extension clauses, release clauses, relegation clauses, e.t.c, which the parties may agree on, is advised to be in writing.

The inclusion of all agreed clauses in a written employment contract as stated above, is likely to reduce the chances of a party willfully attempting to deny them.

c. Thirdly, by virtue of FIFA's Regulations and jurisprudence, only

written contracts are admissible before decision-making bodies of FIFA to prove that a professional player is contractually bound to a football club. As such, where a dispute arises between a club and a professional player, it would be difficult to establish an employment relationship between the parties in the absence of a written contract, let alone obtaining legal reliefs.

In a *FIFA DRC decision of 22 July 2004, no. 7472A*, FIFA rejected a football club's claim where the club had argued that it had a valid oral agreement with its player for the 2004 football season. FIFA decided that the employment relationship between the club and the player ended upon the last written contract of 2003. It was emphasized that *"every player designated as a non-amateur (a.k.a professional) by his national association must have a written employment contract with the club employing him"*.

I am of the view that where there is a written employment contract between a club and a professional player, it reduces the chances of disputes arising as regards whether a professional player is contractually bound to a club or not.

2. Contracts Should Be Read And Understood Before Execution

There is usually a lot of euphoria when players sign their first contract or when they move to a bigger club, so much that some sometimes forget to read the terms



of the contract that was presented to them by their club. Few months or years down the line, they get surprised by certain decisions taken by the club in line with the signed contract, which may have been avoided if the player had taken time to read and understand it.

From my experience in dispute resolution in football, quite a number of disputes may not have arisen if the players spared time to read their contracts and understood the clauses. If such contracts had been read before signing and they found any unfavourable clause, they would either have refused to sign the contract until such is removed, or the parties may have negotiated to find a middle ground. Even in a situation that a club refuses to remove a clause that the player finds unfavourable, the player would at least have knowledge of it and would not be taken aback by any future action of the club.

Furthermore, considering the fact that it is clubs that often draft the employment contracts, it is more likely for a club to include terms that favours it, more than those that favour the player. This is why it is even more important for a player or his representative to read and understand his employment contract. As long as the wordings of an employment contract are clear and unambiguous, a club does not owe the player a duty to ensure he reads and understands the contract.

In addition, where the contract is written in a language other than the language that the player understands, the player is expected to ask for a translated version before signing his contract. According to FIFA's jurisprudence, a player that does not ask for a translated version but goes ahead to sign the contract, cannot later deny the terms of it. In the *FIFA DRC decision of 30 November 2007, no. 117311*, the Dispute Resolution Chamber held that it is gross negligence if a party signs a contract without knowing its exact details due to language or any other reason, and that such a party would have to bear the consequences.

In conclusion, reading and understanding the terms of an employment contract would make the parties be aware of their respective rights and obligations, which in turn is likely to reduce the likelihood of disputes.

3. Contracts Should Comply with Relevant Regulations

One other key way to minimize employment disputes in football is the need for clubs to draft contracts which comply with football regulations and/or national laws.

Sometimes, in a club's bid to properly protect itself, clauses which are in contravention of FIFA's regulations/Jurisprudence and or



national laws are included in its employment contract with its players. Later on, such clauses are often the subject of employment-related disputes between the parties. For instance, some clubs include clauses which permits it to unilaterally terminate the contract of a player without compensation in the event that the player gets injured. This is against FIFA's Regulation on the Status & Transfer of Players (RSTP), and even the Nigerian Labour Act.

Some other examples of non-compliant clauses include:

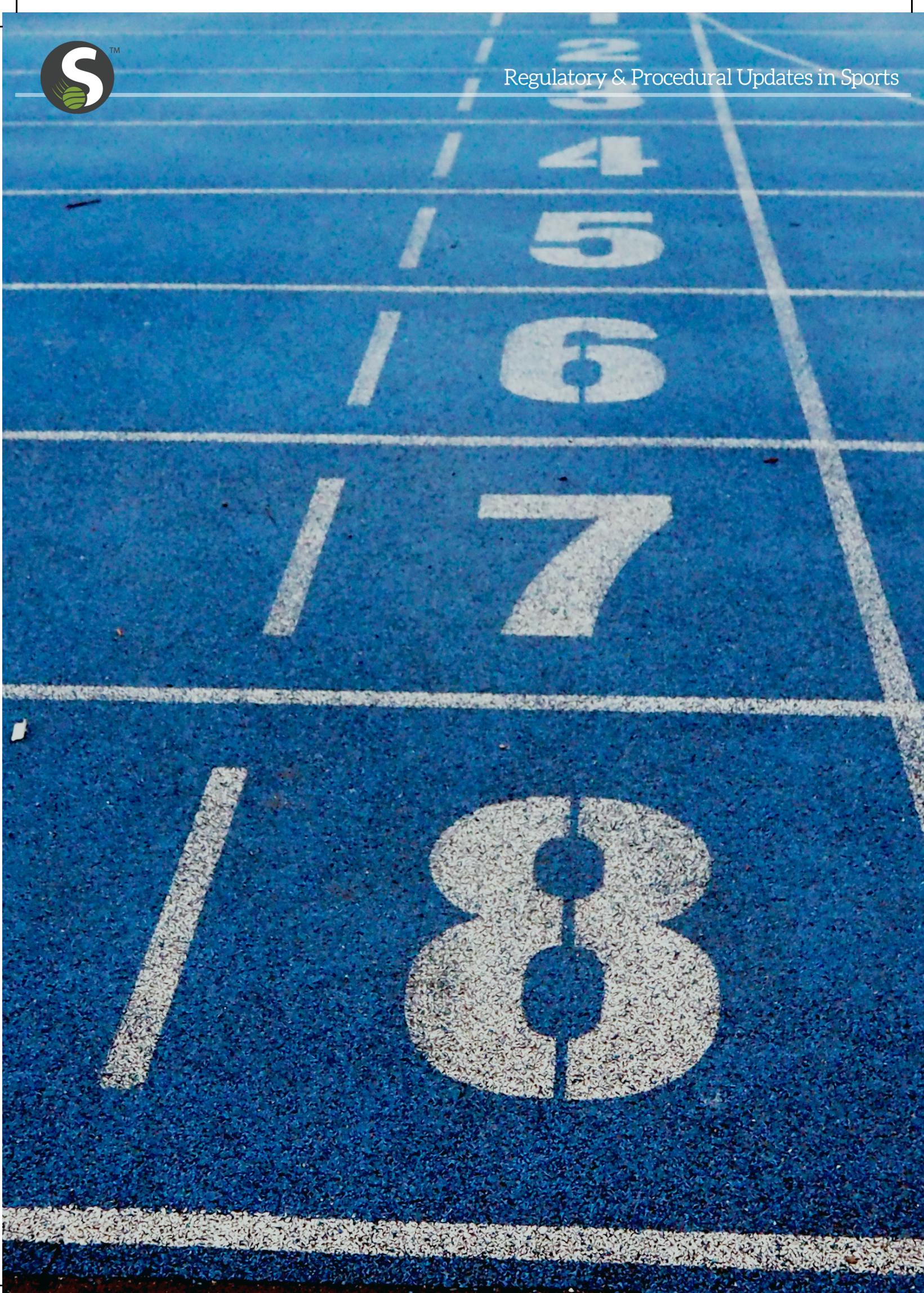
- a. Contract with a minor with a duration clause above 3 years;
- b. Termination clause based on player's "poor performance";
- c. Termination clause based on a female footballer becoming pregnant in the course of her employment.
- d. "*Potestative clauses*", i.e clauses which contain obligations in which fulfilment is conditional upon an event that one party controls entirely. For instance, a clause which provides that the player's contract can be terminated if he makes less than 10 appearances in a season is likely to be deemed potestative. This is because it solely lies within the power of the club to determine the number of appearances the player can make in a season even where he is available for selection.

e. A clause stating that an employment contract is valid only if a work permit is obtained or if the player passes a medical examination, etc.

Some of the above clauses and many others that do not conform with extant regulations, are sometimes causes of employment-related disputes. Thus, I am of the view that the non-inclusion of such clauses is likely to reduce the occurrence of disputes between a player and a club.

Conclusion

As it was earlier mentioned in the introduction of this article, ways to reduce employment-related disputes between clubs and players is not limited to those discussed. However, adhering to those three key ways highlighted will go a long way in reducing some of the disputes which I have observed in the course of practice.





1. World Athletics Approves The Application of 23 Russians To Compete Internationally As Neutral Athletes

The Doping Review Board of the World Athletics in a Press Release of May 22, 2021, approved the applications of 23 Russian athletes who met the exceptional eligibility criteria to compete in international competitions in 2021 as neutral athletes under Eligibility Rule 3.2, while the Russian Athletics Federation (RusAF) remains suspended.

This is a follow up to the historic ruling in April 2021 which saw 4 Russian athletes' applications approved under the neutral athletes status.

It should be noted that World Athletics Council gave approval to reinstate the Authorized Neutral Athlete (ANA) program for clean athletes from Russia in March 2021, following the approval of the RusAF Reinstatement Plan.

Under the ANA statute, there is no limit to the number of athletes who

may compete at international competitions this year (outside of the Olympic Games and other championships). It is however worthy to note that for the rest of 2021, the Council agreed that no more than 10 Russian athletes will be eligible to compete under this status at any championship competition which includes: the Tokyo Olympic Games, World Athletics Series events and the 2021 European U23 Championships.

Consequently, the RusAF will exercise the sole discretion to choose 10 athletes who are able to compete from the pool of those granted ANA status, but it must prioritize the selection of athletes who are in the International Registered Testing Pool.

More details are available [here](#).



**WORLD
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MEANING OF ABBREVIATIONS

PFF: Pakistani Football Fédération

FTFA: Fédération of Tchadienne Football Association.

FKF: Federation of Kenyan Football

WTA: Women's Tennis Federation

ITF: International Tennis Federation

WTT: World Table Tennis

WAC: World Athletics Council

ANA: Authorized Neutral Athlete

AC: Athletes Commission

RusAF: Russian Athletics Federation



About Sportlicitors

We are a law firm specialized in sports law practice, covering a variety of areas such as sport governance & regulation; sports contracts; sports dispute resolution; intellectual property rights in sports; sports marketing & sponsorship; sports immigration services, amongst others.

Our firm is one of the foremost fully-specialized sports law firms in Africa. It was established based on the understanding that the African sports industry needs expert lawyers who are fully-devoted to helping sports stakeholders exploit the opportunities, and negotiate the challenges of an ever-changing sports industry.

Over time, we have provided legal services in respect of:

- Sports disciplinary matters;
- Formation of sport leagues/clubs;
- Dispute Resolution before local/international sports tribunals, and civil courts; such as matters of 'overdue payables', 'training compensation', 'solidarity contribution', tort in sport, etc;
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Our track record includes provision of legal services to clients such as: Fédération Internationale des Associations de Footballeurs Professionnel (FIFPRO), Myron Topclass Sport Outfit, Discovery Sport, Oghenekaro Etebo (Stoke City FC, England), Godbless Asamoah (Rivers United FC, Nigeria), Adama Coulibaly (Warri Wolves FC, Nigeria), Adeola Aminu & Chima Nwosu (Sunshine Queens FC, Nigeria), Gbagada FC (Nigeria), Geedeede FC (Nigeria), Ahmed Kone & Bobbie Ansah (Sunshine Stars FC), among others.

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