



www.slpce.eu



www.lawinsport.com

CORONAVIRUS AND ITS IMPACT ON FOOTBALL

A SPORTS LAW AND POLICY CENTRE AND LAWINSPO RT JOINT SURVEY

Version 3.0 (7 June 2020)

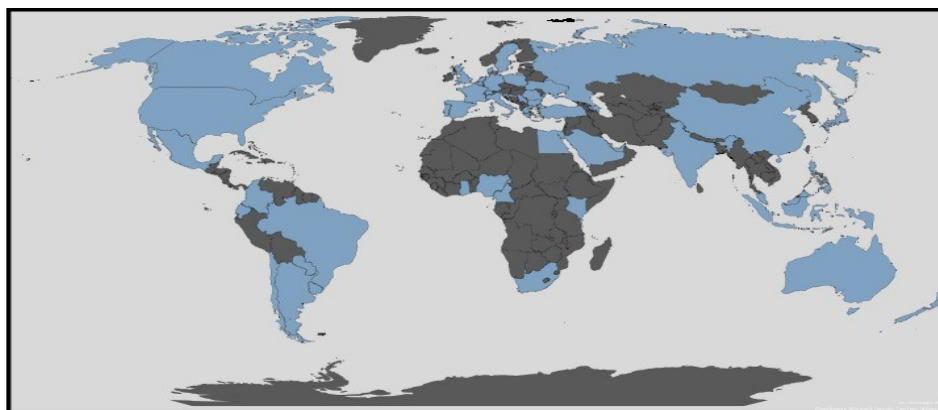
Edited by

Michele Colucci, Alessandro Coni, Sean Cottrell and Rustam Sethna

Saleh Alobeidli, Vitor Hugo Almeida, Konstantinos Antoniou, Maciej Balaziński, Gonzalo Bossart, Rui Botica Santo, Yuliya Bogdanova, Morten Bro, Guo Cai, Salvatore Civale, Martin Cockburn, Alessandro Coni, Ksenija Damjanovic, Ricardo de Buen Rodriguez, Cristina Delgado, Shaun Dong, César Giraldo, Nasr El Din Azzam, Philipp S. Fischinger, Tiran Gunawardena, Anil Gursoy Artan, Loizos Hadjidemetriou, Rafael Hagopjanian, Lars Hilliger, Farid Hagverdiyev, Abdalrahman Hashish, Ignatius Michael “Mickey” D. Ingles, Luis Kanonnikoff Dardano, Boris Kolev, Penny Konitsioti, Laurens Korbee, Francisco A. Larios, Sébastien Ledure, Karolina Letniowska, Marie-Anne Lindhardt, Kai Ludwig, Anthony Lo Surdo S.C., Stefano Malvestio, Jean-Michel Marmayou, Felix Majani, Luka Milanović, Ettore Mazzilli, Andrea Minnicino, John Paul Mowberry, Susanah Ng, Jean Jacques Nouyadjam, Niko Panjaitan, Leanne O’Leary, Deep Ray, Ariel Reck, Vanja Smokvina, Anna Smirnova, Adrian Stângaciu, Elena Todorovska, Henry Tufnell, Josep Francesc Vandellos Alamilla, Kevin van den Oetelaar, Ronny-V. van der Mei, Johan van Gaalen Felipe Vasquez, Takuya Yamazaki, Santiago J. Zambrano.

Foreword

This independent and open-source initiative is based on a series of questions sent to leading international sports lawyers and academics from 52 countries worldwide (*highlighted in light blue in the map below*). The aim is to provide an overview of the measures adopted at national level by (i) governments, (ii) national football associations, (iii) leagues, (iv) clubs, and (v) player associations against the Coronavirus pandemic.



Map highlighting countries analysed in this survey, in light blue

This survey contains an [Executive Summary](#) and National Reports based on a questionnaire on the most important issues concerning the impact of the COVID-19 pandemic on football. It is divided into the following sections¹:

1. ***The “Big Five” Leagues*** (*England, France, Germany, Italy, and Spain*)
2. ***Other European federations*** (*Azerbaijan, Belgium, Bulgaria, Croatia, Cyprus, Denmark, Greece, The Netherlands, Norway, Poland, Portugal, Romania, Russia, Scotland, Serbia, Slovenia, Sweden, Switzerland, Turkey and Ukraine*)
3. ***Americas*** (*Argentina, Brazil, Canada, Chile, Colombia, Ecuador, Mexico, Paraguay, Uruguay and USA*)
4. ***Africa*** (*Cameroon, Egypt, Ghana, Kenya, Nigeria and South Africa*)
5. ***Asia and Oceania*** (*Australia, China, India, Indonesia, Japan, Malaysia, New Zealand, Philippines, Qatar, Saudi Arabia and UAE*)

This version of the survey (V.3) also includes a [snapshot of the status of professional football championships in each of these 52 jurisdictions](#). It is up to date to 5 June 2020^{2 3}, and will be regularly updated, as the situation continues to develop.

Last but not least, we sincerely thank our colleagues and co-authors who have invested their precious time in researching and writing the national reports; valuable contributions which make this survey unique.

Special thanks also to Rafael Hagopjanian and Henry Tufnell, J.D. Graduates from Pepperdine Law School, for the linguistic review.

Michele Colucci, Alessandro Coni, Sean Cottrell, Rustam Sethna

Brussels, Milan, London, Mumbai, 7 June 2020

¹ Each section has been arranged in alphabetical order.

² Version 1.0 was up to date to 20 April 2020 and it is available at <http://www.sportslawandpolicycentre.com>.

³ Version 2.0 was up to date to 5 May 2020 and is available at both, www.sportslawandpolicycentre.com and www.lawinsport.com.

Contents

Executive Summary	6
Return to Play: A Snapshot	21
Section I: The ‘Big Five’ Leagues	33
England (<i>by Tiran Gunawardena</i>)	33
France (<i>by Jean-Michel Marmayou</i>).....	41
Germany (<i>by Philipp S. Fischinger</i>)	46
Italy (<i>by Salvatore Civale and Alessandro Coni</i>)	52
Spain (<i>by Josep Francesc Vandellos Alamilla</i>)	59
Section II: Europe (Other UEFA Federations)	66
Azerbaijan (<i>by Farid Hagverdiyev</i>)	66
Belgium (<i>by Sébastien Ledure</i>).....	71
Bulgaria (<i>by Dr. Boris Kolev and Elena Todorovska</i>).....	76
Croatia (<i>by Vanja Smokvina</i>)	81
Cyprus (<i>by Loizos Hadjidemetriou</i>).....	87
Denmark (<i>by Lars Hilliger and Morten Bro</i>)	92
Greece (<i>by Penny Konitsioti</i>).....	98
The Netherlands (<i>by Laurens Korbee and Kevin van den Oetelaar</i>).....	105
Norway (<i>by Ronny-V. van der Meij</i>)	110
Poland (<i>by Maciej Balaziński and Karolina Letniowska</i>).....	118
Portugal (<i>by Rui Botica Santos</i>).....	125
Romania (<i>by Adrian Stângaciu</i>).....	130
Russia (<i>by Anna Smirnova</i>).....	137
Scotland (<i>by John Paul Mowberry</i>)	143
Serbia (<i>by Ksenija Damjanovic</i>)	146
Slovenia (<i>by Luka Milanović</i>)	156

Sweden (by Marie-Anne Lindhardt)	161
Switzerland (by Kai Ludwig)	168
Turkey (by Anil Gursoy Artan)	175
Ukraine (by Yuliya Bogdanova)	178
Section III: Americas	182
Argentina (by Ariel Reck)	182
Canada (by Paul Champ)	186
Brazil (by Stefano Malvestio and Vitor Hugo Almeida)	190
Chile (by Gonzalo Bossart)	196
Colombia (by César Giraldo and Cristina Delgado)	201
Ecuador (by Santiago J. Zambrano)	207
Mexico (by Ricardo de Buen Rodríguez)	211
Paraguay (by Luis Kanonnikoff Dardano)	214
Uruguay (by Felipe Vasquez)	220
United States of America (by Francisco A. Larios)	224
Section IV: Africa	231
Cameroon (by Jean Jacques Nouyadjam)	231
Egypt (by Nasr El Din Azzam and Abdalrahman Hashish)	235
Ghana (by Felix Majani)	240
Kenya (by Felix Majani)	245
Nigeria (by Felix Majani)	249
South Africa (by Johan van Gaalen)	253
Section V: Asia	259
Australia (by Anthony Lo Surdo S.C.)	259
New Zealand (by Dr Leanne O’Leary)	266
China (by Guo Cai and Shaun Dong)	271

India (<i>by Deep Ray</i>)	281
Indonesia (<i>by Niko Panjaitan</i>)	287
Japan (<i>by Takuya Yamazaki</i>).....	291
Malaysia (<i>by Susanah Ng</i>)	294
Philippines (<i>by Ignatius Michael “Mickey” D. Ingles</i>)	300
Qatar (<i>by Ettore Mazzilli, Martin Cockburn and Konstantinos Antoniou</i>).....	303
Saudi Arabia (<i>by Andrea Minnicino</i>).....	310
United Arab Emirates (<i>by Saleh Alobeidli</i>)	314

Executive Summary

A comparative analysis of the measures adopted in 52 jurisdictions around the world to counter the effects of COVID-19 on the football industry.

By **Michele Colucci**⁴, **Alessandro Coni**⁵, **Sean Cottrell**⁶, **Durante Rapacciuolo**⁷, and **Rustam Sethna**⁸

On 7 April 2020, FIFA issued guidelines (“[COVID-19 Football Regulatory Issues](#)”⁹) to mitigate the impact of COVID-19 on the football industry and to ensure as far as possible, harmony in measures taken by member associations. These guidelines were formulated after several consultations between members from the FIFA administration, the six confederations, member associations, the European Club Association, FIFPro (the world player’s union) and the World Leagues Forum.

However, as highlighted by FIFA, the guidelines remain subject to the domestic laws of each of its 211-member associations. Therefore, while the global football community is certainly united in its effort to minimize the impact of the pandemic, the measures adopted by each member association, league, and club are bound to differ, considering the circumstances and laws prevalent in each jurisdiction.

It is worth highlighting that while FIFA have declared COVID-19 (and its resultant consequences on the football industry) as a ‘*force majeure*’ event, the impact of this is limited to the measures adopted by FIFA to make changes/provide special dispensation from its regulatory regime (for example, by allowing federations to change transfer windows). The principles of ‘*force majeure*’ will only be applicable in the context of player contracts insofar as they are recognised by and consistent with applicable national laws, and do not, by default override the applicability of domestic law, even if contrary to FIFA’s position.

Significantly, at the time of writing, it is understood that FIFA, in co-operation with stakeholders of international football, is seeking to address *frequently asked questions* as well as clarify its position on certain regulatory and legal issues arising out of the April 2020 guidelines. This is expected to be published by FIFA imminently.

The aim of this survey is to offer an independent review of the developments, to identify best practices and solutions to face the current crisis, and above all, to take this experience as an opportunity to “rethink football” and make it more sustainable.

Since the publication of version 2 on 5 May 2020, we have seen a shift in focus, among most of the international football community, towards returning to play. Indeed, there appears to be a direct co-relation between return to play and mitigation of the financial impact on the industry. However, as with all realms of society, approaches have varied among jurisdictions, with the aim to strike a delicate balance between public health and financial rejuvenation.

⁴ EU Civil Servant and Member of the *FIFA Dispute Resolution Chamber*.

⁵ Senior Researcher, Sports Law & Policy Centre

⁶ CEO and Founder of LawInSport, a global sports law knowledge hub and community of 24,000 members.

⁷ Editor in Chief of the *Rivista di Diritto ed Economia dello Sport* (www.rdes.it).

⁸ Associate at LawInSport, Incoming Associate (Sport) at Mills & Reeve, UK.

⁹ FIFA COVID-19 Football Regulatory Issues, V1.0, 7 April 2020.

For ease of reference, we have highlighted notable efforts taken by governments, leagues, federations and others in:

- A. the “big five” federations; and,
- B. 47 other nations, comprising (20 other UEFA confederations, 10 countries from the Americas (North and South America), 6 from Africa and 11 from Asia).

This executive summary provides a general overview of the main themes, trends and observations set out in the survey below. The survey intentionally focuses on central themes and therefore we do not address every scenario by jurisdiction in this executive summary, due the volume of permutations that can occur in each case.

1. **Re-commencement of Football:** [Germany](#) was the first of the ‘Big 5’ nations to restart football, with the Bundesliga returning to action on 16 May 2020.

The Premier League in [England](#), will now resume on 17 June 2020, with the Serie A in [Italy](#) and La Liga in [Spain](#) set to resume on 20 and 8 June respectively, after each of these countries adopted specific measures/protocols for the return to training and competition.

[France](#) remains the only ‘Big 5’ nation to have definitively cancelled their 2019-20 season, with the Ligue 1 title awarded to Paris Saint-Germain. Legal action by clubs who were relegated and those that missed out on European places, has been commenced.

In addition to France, it appears that the federations from [Argentina](#), [Belgium](#), [Cameroon](#), [Cyprus](#), [Kenya](#), [Mexico](#), [The Netherlands](#), and [Scotland](#) have put an end to their respective division championships.

In the [USA](#), the MLS and NWSL have agreed with their respective players’ unions - after long and heated negotiations - to hold tournaments this summer behind closed doors (in Disney and in Utah, respectively), with a new collective bargaining agreement reached between the MLS and the players, with the details about the MLS tournament (including the start date) to be released soon.

While generally, all resumed/to be resumed football will be played behind closed doors, league matches in [Russia](#), which resume on 19 June 2020, will be played with spectators, at 10% stadium capacity. Spectators are required to wear masks and gloves. Similarly, in [Poland](#), spectators will be allowed to return to stadiums (also from 19 June 2020) at 25% capacity.

In [Serbia](#), as of 1 June 2020, gatherings of up to 1,000 people have been permitted, however football matches are an exception, allowing more people than that to attend matches in stadia, provided that social distancing norms are followed.

(For more information on the status of each of the 52 professional first division leagues, please refer to our ‘Return to Play Snapshot’).

2. **Government Measures:** In [England](#), pursuant to the government’s ‘Job Retention Scheme’ football clubs can ‘furlough’ employees and apply for a grant from the government that covers 80% of their usual monthly wage costs, up to a maximum of £2,500

a month. Similar government schemes have also been implemented in [France](#), [Germany](#), [Italy](#) and [Spain](#).

Notably, in Italy, football clubs can avail of (maximum) 6-year credit facilities guaranteed by SACE, Italy's Export Credit Agency, up until 31 December 2020. This SACE guarantee covers 90% of the principal amount for clubs with annual revenues lower than €1.5 billion provided that funds from these facilities are applied towards personnel costs, investments and working capital of football clubs¹⁰.

Outside the 'Big 5', certain national authorities have adopted special *temporary employment allowances/benefits*, for all employees (thereby including football players) up to certain amounts. In particular, [Australia](#), [Belgium](#), [Brazil](#), [Canada](#), [Denmark](#), [Malaysia](#), [The Netherlands](#), [Portugal](#), [Romania](#), [South Africa](#), [Paraguay](#) and [Uruguay](#) are a few countries to have announced employment related benefits.

Other countries such as [Kenya](#), [Nigeria](#) and [USA](#) have granted indirect benefits to businesses in the form of tax breaks and/or loan assistance, by way of example.

Generally, national governments have not adopted specific financial measures for the football sector, however the [New Zealand](#) Government's NZ\$25 million 'community resilience fund' for sports federations is of particular note.

Further, in an interesting move, the Ministry of Culture in [Norway](#) has promised to compensate clubs for any shortfall in income.

In [Indonesia](#) the government has implemented a program applicable to unemployed Indonesian citizens aged 18 and over and currently not attending formal education, which incentivises the population to 'upskill' by subscribing to various workshop and courses. The idea is to boost competence, productivity and competitiveness in the labour market going forward.

- 3. Federation Measures:** The Premier League in [England](#) has advanced £125 million to the English Football League (i.e. divisions 2-4) ("EFL") and National League (divisions 5 and below). The EFL has also set up a £50m relief fund for its clubs.

In [Germany](#), the league ("DFL") has lent its support to the regional and local soccer associations with 1.5 Million Euro allocated to each¹¹. The "DFB-Bundestag" established a Task Force "*Financial Stability for the Third Division*", intending to promote greater financial stability in the third division for the future¹².

The [Italian](#) football association ("FIGC"), has notified a suspension/relaxation of certain deadlines regarding the fulfilment of financial obligations to comply with the competition

¹⁰ Elio Andrea Palmitessa, 'Financing Football Clubs', slides presented during LawInSport Football Law Digital Conference 2020 on 2 June 2020.

¹¹ Cf. DFL DEUTSCHE FUSSBALL LIGA, DFL unterstützt Regional- und Landesverbände des DFB mit 1,5 Millionen Euro, available at <https://www.dfl.de/de/aktuelles/dfl-unterstuetzt-regional-und-landesverbaende-des-dfb/> (visited on 4.6.2020)

¹² Cf. DFL DEUTSCHE FUSSBALL LIGA, GRÜNES LICHT FÜR "TASK FORCE WIRTSCHAFTLICHE STABILITÄT 3. LIGA", available at <https://www.dfb.de/news/detail/gruenes-licht-fuer-task-force-wirtschaftliche-stabilitaet-3-liga-215787/> (visited on 4.6.2020)

licencing system (with plans to redraft the licensing system in its current form). On 4 June 2020, FIGC also announced a special fund “*Salva Calcio*” (Save Football) of €21 million, which will benefit professional clubs (and their staff) from the second, third, amateur and women’s divisions.

It is interesting to note that federations from [Japan](#), [The Netherlands](#), and [Portugal](#) are among a handful of those who have created and can rely on *special funds* to face emergencies such as the one at hand. In particular, the J-League ([Japan](#)) has announced emergency funding in the form of uncollateralised loans for its clubs. [Slovenian](#) and [Polish](#) federations have also adopted financial packages to assist their clubs, while the GFA in [Ghana](#) has promised financial support to clubs too.

Examples of other assistance by federations include funding for COVID-19 testing ([Azerbaijan](#)), relaxation for non-COVID-19 related payment deadlines until August 2020 ([Greece](#)) and financial support for coaches and players in [Cameroon](#).

- 4. Employment Status of Players:** Players in the ‘Big 5’ countries are all considered to be ‘employees’ and sign ‘employment contracts’ for employment law purposes. This means that they are allowed to benefit from any government-related employment benefit programs (whether they have done, or indeed should, particularly the top division players, has been a topic of debate since the suspension of competition).

The situation outside the ‘Big 5’, is not as clear. In [Croatia](#), [Romania](#), [Japan](#) and [India](#) football players are classified as being ‘self-employed’, or ‘service providers’ rather than ‘employees’. As such they are unable to benefit from the measures in place to protect employees/workers. Players in other jurisdictions that classify footballers as ‘self-employed’ as opposed to being ‘employees’ are likely to be similarly affected. However, it is worth noting that the Romanian government has decided to treat players as if they are employees for the purposes of benefits, during the lockdown period.

Interestingly in [Azerbaijan](#), it appears that players are allowed to choose whether to structure their agreements as ‘service agreements’ or ‘employment agreements’.

In the [USA](#), MLS clubs do not hire players directly; instead, all player contracts are centrally owned by the league and then allocated to MLS clubs. The players are thus technically employees of MLS and, as such, are paid by the league, not the clubs.

- 5. Broadcasting Rights and Revenue:** The cancellation of live sport across the world has resulted in a significant reduction of content for broadcasters, who faced unexpected gaps in their schedules resulting in a decrease in advertisement revenue and customer subscriptions.

Upon the cancellation of competition in [France](#), the league (“LFP”) entered into a settlement agreement with broadcasters, who agreed to pay a fraction of the instalments falling due before competition was suspended. On 4 May 2020, the league in [France](#) adopted a resolution that would enable them to take out a state-guaranteed loan (of approx.

€224.5 million) to make up for the shortfall in broadcast rights monies caused by the termination of the 2019-20 season¹³.

In Germany, the DFL reached an agreement with its broadcast partners for the payment of fees in tranches, partly payable upfront and partly, as and when competition resumes, in return for a marginal reduction of consideration. One broadcaster (Discovery) is seeking to terminate the agreement. This has not affected the availability of matches on TV when the championship has resumed, with DFL having reached an agreement with the other broadcasters (Amazon, DAZN) for the transmission of the matches during the remainder of the season¹⁴.

In Spain, broadcasters look set to fulfill their contractual obligations, given the imminent return to play.

With 92 *Premier League* matches to play in England, 29 will be free to watch. It has also been reported that there are ongoing negotiations regarding a potential £330m rebate from clubs to broadcasters. At the time of writing, the latest reports suggest that the Premier League and Sky have agreed to defer a portion of that rebate (up to £170m) until the 2021/22 season¹⁵.

In Italy, broadcast payments have been suspended until the *Serie A* (and *B*) resumes, however, broadcasters are pushing for payment deferrals or rights fee reductions as a consequence of the suspension of competition.

Broadly, the effect of broadcast revenue on countries outside the ‘Big 5’ can be categorised into the following three ‘buckets’:

- i. where the broadcaster has paid/is continuing to pay its instalments (see for example: Argentina, Chile, China, Croatia, Ecuador, The Netherlands, Paraguay, Poland, Russia, Serbia, Slovenia, Switzerland).
- ii. where broadcasters have halted/suspended their payments as long as football remains suspended (Denmark, Turkey, Colombia, Uruguay, Ghana, Saudi Arabia and UAE).
- iii. where broadcasters have already reached a deal/solution on the way forward, such as Scotland.

It is worth noting that in some countries (e.g. Greece), media rights are sold individually by each club.

Other trends worth noting are:

¹³ M. Ross, “LFP turns to €224.5m state guaranteed loan to plug TV rights gap” SportBusiness, 4 May 2020, available online: <https://www.sportbusiness.com/news/lfp-turns-to-e224-5m-state-guaranteed-loan-to-plug-tv-rights-gap/>

¹⁴ D Svenson “Amazon extends Bundesliga rights for remainder of season”, SportBusiness, 27 May 2020, available on: <https://www.sportbusiness.com/news/amazon-extends-bundesliga-rights-for-remainder-of-season/>

¹⁵ A Crafton, “Exclusive: Premier League teams won’t have to pay Sky back for a season”, The Athletic, 3 June 2020. Available: <https://theathletic.com/1851851/2020/06/03/broadcasters-sky-premier-league-cornavirus-rebate/>

- i. governments requiring that matches (when resumed) be broadcasted for free ([Argentina](#));
- ii. the broadcast of alternative, esports football competitions as in [Colombia](#) and other content such as podcasts and vlogs in the [Philippines](#); and
- iii. in return for a consideration reduction/refund for the 2019-20 season, broadcasters are providing clubs with the ability to live stream their matches for free for the 2020-21 season, providing fans (mainly season ticket holders) with the ability to watch games, likely to be held behind closed doors, at no extra cost (as in [Scotland](#)).

6. Sponsorship: There is a risk that sponsorship deals might not be as lucrative going forward, with sponsors likely to reduce their spending/budgets due to their own financial hardships. This in turn is likely to impact the ability of clubs to sign new sponsorship deals.

Furthermore, given that the remainder of the season and (potentially) part of the following season will be played behind closed doors, most of the advertising investments focused in stadia - particularly in lower leagues where television coverage is limited – is likely to be reconsidered or withdrawn.

Particularly, it appears that teams in the lower divisions would be most impacted by sponsors re-negotiating, suspending and even terminating their agreements with clubs (see: [Germany](#)).

Notwithstanding the lack of official matches and public activity by clubs is likely to diminish the exposure granted to sponsors, and a willingness by the sponsors to cooperate with clubs in the current situation, based on the information gathered in this survey, it is expected that the greatest impact will be sustained in the coming season(s).

In some countries ([Croatia](#), [Cyprus](#), [Slovenia](#), [Colombia](#), [Ecuador](#), [Ghana](#)) sponsors have already asked for a rebate and/or halted their payments.

7. Player Associations/Collective Bargaining: Football trade unions – with varying degrees of success and involvement – have been engaged in collective bargaining/negotiations with clubs to facilitate an agreement with respect to the payment, reduction or a suspension of player salaries.

In the ‘Big 5’ nations, trade unions/player associations have been negotiating with clubs on behalf of the players. For example, the player’s union in [England](#) has a system of providing hardship loans to players in need. The player’s union in [France](#) reached an agreement ‘in-principle’ with clubs for the reduction of wages by 30%, although this is unlikely to be binding at an individual level.

Collective bargaining in the Scandinavian countries – [Denmark](#), [Norway](#), [Sweden](#) – is more prominent when compared with (for e.g.) [Switzerland](#), [South Africa](#), [Mexico](#) and [China](#).

Most known for their collective bargaining process however, is the [USA](#) (across all major sports). In MLS, clubs do not negotiate individually, making collective bargaining

agreements of key importance. A new CBA had been agreed in principle for the next four-year period, prior to the suspension of football. This was then renegotiated to factor in current circumstances.

Also worth noting, as with the cases of [Canada](#) and [India](#), is that despite the existence of established (and FIFPro recognised) player unions, the leagues/federations are currently engaged with the unions, who are therefore unable to occupy a more central role in the collective bargaining process.

Collective bargaining aside, clubs and players across the world have been and continue to engage in negotiations, in their individual capacities, with a handful of clubs having reached agreements in certain jurisdictions.

The terms of such settlements vary on a case by case basis. However, the quantum of payment deferred or reduced (as the case may be) is linked to the income each player receives – the higher the income, the greater the salary deferral/reduction, as applicable. This is a general principle followed across the board.

In the ‘Big 5’ countries, there have been instances of clubs arriving at agreements with their players for the reduction of their salaries. Examples include, Athletic Bilbao in [Spain](#), AS Roma and Juventus in [Italy](#), Arsenal and Aston Villa in [England](#) and Bayern Munich, Eintracht Frankfurt and Borussia Dortmund in [Germany](#).

Notably, Germany’s four UEFA Champions League clubs have also jointly decided to contribute €20 million to clubs lower down the German football pyramid, while a group of Premier League players in [England](#) have donated funds to the National Health Service through a combined initiative named ‘Players Together’.

For example, all 28 players of **Japanese club, Hokkaido Consadole Sapporo** have agreed to return a portion of their salaries to the club in order to help the management face the crisis and the operational costs involved.

In [China](#), the CFA issued a formal proposal¹⁶ calling for professional football clubs to reasonably adjust salaries applicable to players and coaches of men’s teams. The proposal seems to be China’s localised response to the FIFA Guidelines on COVID – 19 Football Regulatory Issues, in which the CFA encouraged clubs to conduct amicable negotiation with players and coaches either on collective or individual basis

In [Australia](#), 7 of the 11 clubs in the Hyundai A-League, who are less financially robust, have stood down their players and staff with no further payment. The remaining 4, better resourced clubs continue to meet their obligations to players. Staff at some Australian clubs appear to have taken paid leave in order to cushion the financial impact upon their employers.

In [Saudi Arabia](#), all clubs, acting in concert with the Saudi Pro League, have decided to cut coach and player salaries to the extent of 50%, in [Canada](#), the Canadian Premier League has directed all clubs to cut player salaries by 25%, while in [Malaysia](#), following the

¹⁶ <http://www.thecfa.cn/lstz/20200508/28619.html>.

breakdown of collective negotiations, the federation imposed a tiered reduction of salary of 10%, 15%, 20% or 30%, depending on the income of each player.

- 8. Return to play (rights and obligations of players and clubs):** with the focus shifting away from ‘if’ football will resume to ‘when’, an issue of topical importance is that of player rights and the club’s duty of care with respect to their return to play policies.

To this end, the World Player’s Association (of which FIFPro is a member) has, on 4 June 2020, issued ‘*Guiding Principles for a Safe Return to Work and Play*’, which identifies 6 essential elements to form part of any return to play agreement, and to provide for the ongoing monitoring of return to play. These are:

1. *The public health crisis in the relevant markets must be under control.*
2. *Players must be protected against the unique individual and environmental risks COVID-19 poses to their health & safety and be able to access the highest standards of treatment and medical care should they contract COVID-19.*
3. *Players must not bear the legal, economic and health-based risks of return to play.*
4. *Adequate mental health and social wellbeing support mechanisms must be available.*
5. *The usual high standards of player health and safety that are essential given the inherent risk of the sports workplace must continue to be made available.*
6. *Given the foreseeability of a second wave of the pandemic, each sport needs a transparent ‘Plan B’.*

In [England](#), players are protected from returning to play by principles of employment law, if they believe that doing so would put them/their family members at risk of contracting COVID-19. Additionally, the government’s 5 stage protocol requires player’s to specifically “*opt-in*” for training, meaning that they are allowed to not to return, if they do not feel safe doing so. Indeed, it is in the interests of each club to ensure that measures are in place to ensure player health and safety.

Players and coaches in [Spain](#) are similarly protected under domestic law, however a refusal to return to play despite safety measures adopted by clubs is likely to amount to a breach of contract.

Similarly, clubs (as employers) in [Italy](#) have a duty to ensure the health and safety of their players (being employees), drawing from the principle of the right to health protection enshrined by the Italian Constitution. Thus, players must establish (a) that their clubs have not adopted appropriate health and safety measures as a result of which (b) there is a real risk of infection, before they exercise their right to refuse to return to play.

While players in [Germany](#) have similar rights, a ‘mere risk’ of infection is not considered a sufficient justification to refuse to return to play. Any concerns must be substantiated.

Most countries outside the ‘Big 5’ have adopted general protocol to be followed for sport (e.g. [India](#)), if not more detailed ones for football specifically (see for e.g. [Australia](#), [USA](#)).

The general approach seems to be that while clubs do have a duty to ensure the health and safety of players (in accordance with general principles of respective domestic laws), players who wish to refuse a return to play, must be justified in doing so, for example where the club fails to adopt safety measures.

9. Disciplinary/Regulatory Proceedings: Different approaches have been adopted by countries with respect to their football related disciplinary/regulatory proceedings.

In [England](#), football disciplinary proceedings, to the extent there are any, have been proceeding as normal.

In contrast, such proceedings have been suspended by the DFB in [Germany](#), where it is considered unfeasible to impose monetary penalties on clubs that are already struggling financially due to COVID-19. Similarly, activity before judicial bodies in [Italy](#) currently stands deferred, in line with the suspension of championships, pending resumption.

In countries like [Belgium](#) and the [USA](#) there has been no significant change to disciplinary proceedings and the regulatory process. [Cameroon](#) (for example) has suspended all proceedings, while [Qatar](#) has made adjustments to ensure that proceedings continue remotely, albeit at a reduced capacity.

[Portugal](#) is an example of a country that has initially suspended all deadlines, the federation has, as of 1 June 2020, reverted to standard procedure.

10. Insolvency Proceedings: No professional football clubs in [England](#) and in [Italy](#) have (as yet) been involved in insolvency proceedings as a result of COVID-19. However, as noted below it is predicted that dozens of clubs could potentially face administration/insolvency in the next few months unless things change.

In [Spain](#), Malaga CF appears to be in financial difficulties (for the second time since 2018), however no proceedings have commenced. [German](#) club, Karlsruher SC (currently playing in the Second Division) came remarkably close to declaring bankruptcy but was able to avoid that by negotiating agreements with its two main creditors.

Interestingly, in [England](#), Damien Collins MP (former Chair of the Digital, Culture, Media and Sport Select Committee) sent a letter (co-signed by 18 MPs and other football executives) to The FA and EFL calling for urgent talks on football finance based on a six-point plan. This six-point plan included (among other things) the creation of a government backed financial assistance scheme for clubs to access funds to meet short term liabilities, in exchange for a minority-shareholdings in the club.

The coronavirus has escalated the financial strains on football clubs, forcing some into insolvency proceedings. However, in many cases these financial issues had been haunting some of these clubs well before the coronavirus broke out.

For instance, [Colombia](#) has seen 8 clubs involved in insolvency proceedings even before the coronavirus. [Croatia](#) had a club which was not given a license to participate due to failure to satisfy relevant licensing (financial) criteria.

Notably, in [China](#) 11 football clubs from the second and third professional divisions were not eligible to participate in the new season in accordance with CFA rules, for failing to settle the salaries owed to players or coaches within a specified time limit.

Moreover, there have been 5 clubs, including Tianjin Tianhai Football Club from the CSL, who voluntarily withdrew from the professional league due to financial difficulties.

Given the trying financial environment clubs find themselves in, there have been leagues, for example, the [Danish](#) league, who have decided, among other measures, to adjust the formal financial requirements for obtaining a club licence for 2020-21 season.

The unfortunate reality is that smaller clubs (all over the world), particularly those who rely heavily on match day revenue and sponsorship income will likely be impacted more severely by the negative knock-on effects of the virus, putting them at greater risk of folding.

11. Key contractual and legal principles at play:

a. *Termination of employment agreements for ‘force majeure’*

As a general remark, it should be noted that football clubs are still obliged to pay their players in full, unless an agreement is reached with the players or where *force majeure* is considered appropriate grounds to terminate the employment contract.

[Spain](#) is relying on an ‘ERTE’ system (see below) to either suspend or modify employment contracts for *force majeure* reasons (clubs are prohibited from terminating contracts on grounds of the pandemic). In [France](#), while the COVID-19 crisis might qualify as a *force majeure* event, it is unlikely that provisions under national legislation will be enforceable given that the crisis is likely to be temporary. Provisions allowing clubs in [Germany](#) to terminate the services of their players are considered difficult to invoke. While clubs in [Italy](#) are legally permitted to terminate contracts for *force majeure* (although considered a rarity in practice).

Standard professional player contracts in [England](#) do not contain a *force majeure* clause. As with other common law jurisdictions, *force majeure* is a contractual right and is therefore not applicable in the way it would be in civil law jurisdictions. However, the doctrine of *frustration* permits contracts that are impossible to be performed to be brought to an end. However, this is unlikely to be applicable, particularly in an employment context.

In [The Netherlands](#), *force majeure* cannot be invoked to unilaterally terminate an employment contract, although a salary reduction might be possible. However, in other countries, such as [Argentina](#) and [Croatia](#), *force majeure* clauses may generally lead to the suspension or even termination of a contract, with a provision for a reduced compensation (and in Argentina’s case, subject to the government’s latest decree).

In [Romania](#), footballer contracts can be terminated for *force majeure* on account of the fact that they are classified as civil contracts rather than employment contracts under national law.

The legislation in [Ukraine](#) and [Uruguay](#) does not provide employers with the ability to unilaterally terminate, even in *force majeure* circumstances, while in [Turkey](#) a *force majeure* clause can trigger the termination of a contract.

[Switzerland](#) permits any party to terminate an employment relationship with immediate effect, where there is ‘good cause’. While the pandemic might well constitute a *force majeure event*, it is unlikely that such termination by clubs would be upheld by the courts.

In [Australia](#), [India](#) and [Japan](#) the applicability of *force majeure* contracts depends upon the wording of the relevant contracts. Therefore, in the absence of an applicable *force majeure* or similar provision permitting termination, both clubs and football players are obliged to fulfil their contractual and economic obligations.

In common law jurisdictions, the doctrine of *frustration* may provide a remedy to parties who wish to terminate a contract where circumstances outside their control deem the contract impossible to perform.

(see fig. 1 below)

Fig. 1: Termination for *force majeure* in employment contracts: a snapshot

	Permitted	Not permitted	If provided for in contract
I. The Big 5			
England			✓ <i>(not the case with standard player contract)</i>
France	✓ <i>(force majeure event must be considered final)</i>		
Germany	✓ <i>(exceedingly difficult to invoke)</i>		
Italy	✓		
Spain		✓	
II. Examples in other jurisdictions			
Argentina	✓ <i>(with reduced redundancy package and subject to government decree)</i>		
Australia			✓
Croatia	✓		

	Permitted	Not permitted	If provided for in contract
	(with reduced redundancy package)		
India			✓
Japan			✓
The Netherlands		✓	
Romania	✓ (player contracts specifically)		
Switzerland		✓	
Turkey	✓		
Ukraine			✓
Uruguay		✓	

b. Unilateral suspension or modification of player contracts

In [England](#), the terms of an employment contract can only be changed by mutual agreement. The position is similar in [Germany](#). As with termination for *force majeure*, the principles governing the suspension and/or modification of employment contracts in [Spain](#) are founded in domestic employment law (the “ERTE” system), under which there is a general prohibition for employees to waive legally recognised rights.

Similarly, in [France](#), suspension or modification, as opposed to termination in accordance with national legislation is a more practical if likely outcome. In [Italy](#), the terms of an employment agreement can only be changed by mutual agreement. However, in case the parties do not reach an agreement, it is reasonable to expect a unilateral modification of the agreement by the club. Such a decision will be subject to the judgement of an arbitration body and the FIFA guidelines may be taken into account.

In [Belgium](#), *force majeure* clauses may trigger the suspension but not termination of an employment contract. Contracts in [Brazil](#) may be unilaterally suspended, if provided for by a collective bargaining agreement.

In [The Netherlands](#), modification of salary is only possible as a last instance measure, and in the event that negotiations, at both collective and individual levels, do not lead to a fruitful resolution.

In [Portugal](#), salary reductions are only permissible where: (a) the employee mutually consents to it; or (b) the working hours of employees are reduced so as to reflect a proportionate reduction of salary. In the case of a lay-off, the employee is entitled to be paid 2/3 of his monthly salary for the next 2 months.

In [Chile](#), as well as in [South Africa](#), unilateral termination or modification is not permissible. Contracts may only be terminated or modified if mutually agreed to by the parties. Similarly, in [Russia](#), employment contracts can only be altered by the mutual consent of the parties, subject to certain exceptions prescribed by law. Interestingly, the pandemic (thus far) cannot be considered to be one of those exceptional circumstances.

In [Mexico](#), contracts can theoretically be suspended in the event of a government-declared ‘health contingency’. However, the government to date, has avoided invoking this provision, thereby encouraging employers to pay full salaries or mutually agree to any variations.

(see fig. 2 below)

Fig. 2: Unilateral suspension, or modification: a snapshot

	Permitted	Permitted with conditions	Mutual consent only
I. The Big 5			
England			✓
France	✓		
Germany			✓
Italy		✓ <i>(in the event that individual negotiations/collective bargaining fails)</i>	
Spain	✓		
II. Examples in other jurisdictions			
Belgium	✓		
Brazil		✓ <i>(if provided for under a CBA)</i>	
Chile			✓
Mexico		✓ <i>(in the event of a ‘health contingency’)</i>	
Portugal		✓ <i>(lay off: employee entitled to 2/3 salary)</i>	
Russia			✓
South Africa			✓
The Netherlands		✓ <i>(last resort, in the event that individual/collective negotiations fail – applicable to modification of</i>	

	Permitted	Permitted with conditions	Mutual consent only
		<i>salary, not suspension.</i>)	

Conclusions

While each member association will be faced with its unique set of challenges in combating the impact of the COVID-19 pandemic, the above comparative analysis seeks to highlight different examples of how member associations are dealing with the crisis.

Indeed, measures and initiatives taken across the board have been varied.

For instance:

- All *governments* from the ‘Big 5’ leagues, as has been the case with several other countries, have adopted exceptional measures to safeguard employment. Some have adopted unemployment benefit schemes while others have opened lines of credits for those affected, including football players and non-playing football club staff.
- In the vast majority of jurisdictions under analysis, clubs have negotiated/are attempting to negotiate *salary cuts* from a minimum of 10% (as in England and Spain) up to a maximum of 70% (for example, in accordance with Spanish law).
- *FIFA, UEFA* and *CONMEBOL* have allocated financial resources to their national member associations while federations and/or leagues, (for example, Germany and England, to name a few) have created special reserve funds for the clubs in need due to the current crisis.
- Top clubs in Germany have *donated money* to those lower down the pyramid, facing bankruptcy.
- *Player’s unions* such as the PFA in England have dedicated hardship funds to which players can apply to claim assistance.
- Finally, some *players have voluntarily waived* part of their remuneration, as is the case with those from Athletic Club de Bilbao, AS Roma and Juventus.

The current crisis has left many clubs with cash flow problems for the foreseeable future, with potentially fatal knock-on effects. As such, it is imperative to look at the medium to long term, in order to minimize the impact of COVID-19 on the football industry.

While federations have acknowledged (and in some cases endorsed) the FIFA guidelines, the reality remains that steps taken by each federation would always be subject to domestic laws.

The crisis creates an opportunity for stakeholders to make football more sustainable by exploring:

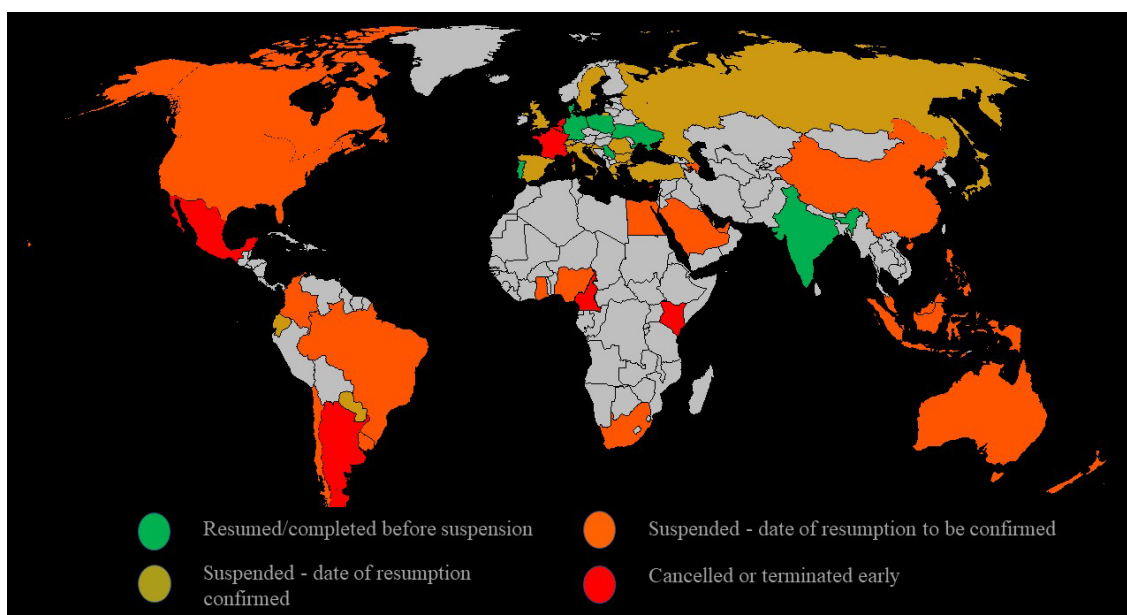
- setting up specific “reserve” funds which cover future *force majeure* events;

- revisiting the funding of lower level and grassroots football both at national and at international level; and
- reforming the accounting rules and procedures of all clubs to increase transparency and accountability amongst executives.

This pandemic has changed the way sport and more specifically, football will approach legal and contractual relationships. Both commercial (i.e. sponsorship or broadcasting) and employment-related contracts will provide for more robust *force majeure* clauses (or clauses with similar effect), while players will bargain (whether individually or collectively) for measures to protect themselves legally and contractually going forward. And while all stakeholders hope to never witness a catastrophe of this magnitude again, it is certainly hoped that the industry will be better prepared for the future.

Return to Play: A Snapshot

The map below¹⁷ highlights the status of the first division professional football leagues in the countries under analysis in this report.



In addition, set out below is a [tabular summary](#) of the status of first division professional football in each of the 52 jurisdictions.

A few notable observations based on the data below:

- China was the **first country to suspend** professional football, on 30 January 2020 (however, the league was still to start as of this date);
- Switzerland and Japan were the **first on-going leagues to be suspended**, on 28 February 2020;
- **43 countries suspended** their leagues in the two-week period from 9 – 23 March 2020;
- The Indian Super League is the only first division league to have **completed the 2019-20 season** before lockdown measures were imposed (although the final match was played behind closed doors);
- The Netherlands were the **first country to cancel** its league season, on 24 April 2020, with Mexico being the latest country to have cancelled its season, on 22 May 2020;
- In the period between 24 April 2020 – 22 May 2020, **7 other first division leagues have been cancelled**; and
- The effects of cancellation have been varied – with the league **title being awarded** to the leaders at the time of cancellation in some cases, while the season has been **considered void** in others. Similarly, **relegation and promotion** has taken place **based on standings** in some cases, while relegation of teams has **not been enforced** in others. Generally, places for **continental club competitions** (e.g. UEFA Champions League) were awarded **based on league position** at the time of suspension.

¹⁷ Up to date as of 5 June 2020.

Sr. No.	Country and First Professional Division	Season completed before suspension?	Date of suspension	Date of resumption	Date of proposed resumption (if not already resumed)	Date of cancellation	Effect of cancellation
I. Big 5 Leagues							
1.	England; Premier League	No	13 March 2020	n/a	17 June 2020	n/a	n/a
2.	France; Ligue 1	No	13 March 2020	n/a	n/a	30 April 2020	Title, promotion, relegation and UEFA competition places awarded based on league position at the time of suspension.
3.	Germany, First Division, "Bundesliga"	No	8 March 2020	16 May 2020	n/a	n/a	n/a
4.	Italy; Serie A	No	9 March 2020	n/a	20 June 2020	n/a	n/a
5.	Spain; La Liga	No	12 March 2020	n/a	11 June 2020	n/a	n/a
II. Other European Leagues							

Sr. No.	Country and First Professional Division	Season completed before suspension?	Date of suspension	Date of resumption	Date of proposed resumption (if not already resumed)	Date of cancellation	Effect of cancellation
6.	Azerbaijan; Azerbaijan Premier League	No	14 March 2020	n/a	21 June 2020	n/a	n/a
7.	Belgium; Pro League	No	12 March 2020	n/a	n/a	15 May 2020	Winners, promotion, and relegation determined on the basis of then current standings
8.	Bulgarian First Professional League	No	13 March 2020		5 June 2020		
9.	Croatia; Hrvatski Telekom Prva Liga	No	9 March 2020	n/a	5 June 2020	n/a	n/a
10.	Cyprus; Cypriot First Division	No	13 March 2020	n/a	New seasons will be permitted to start after 9 June 2020.	15 May 2020	<ul style="list-style-type: none"> • Champions were not declared. • However top spot on the table as at termination was awarded UEFA Champions League qualification. • No relegation – but top 2 teams from the second division were promoted, expanding

Sr. No.	Country and First Professional Division	Season completed before suspension?	Date of suspension	Date of resumption	Date of proposed resumption (if not already resumed)	Date of cancellation	Effect of cancellation
							the league to 14 teams.
11.	Denmark; Superliga (men)	No	12 March 2020	28 May 2020	n/a	n/a	n/a
12.	Greece; Super League	No	13 March 2020	n/a	6 June 2020	n/a	n/a
13.	The Netherlands, Eredivisie	No	12 March 2020	n/a	n/a	24 April 2020	<ul style="list-style-type: none"> • No champions will be proclaimed; • Neither relegation nor promotion will take place; • European club competition places awarded based on ranking as at cancellation.
14.	Norway; Eliteserien (the Elite league).	Not started	6 April 2020		16 June 2020	n/a	n/a
15.	Poland; PKO Ekstraklasa	No	13 March 2020	29 May 2020	n/a	n/a	n/a

Sr. No.	Country and First Professional Division	Season completed before suspension?	Date of suspension	Date of resumption	Date of proposed resumption (if not already resumed)	Date of cancellation	Effect of cancellation
16.	Portugal; Primeira Liga	No	12 March 2020	3 June 2020	n/a	n/a	n/a
17.	Romania; Liga 1	No	12 March 2020	n/a	12 June 2020	n/a	n/a
18.	Russia; Russian Premier League	No	17 March 2020	n/a	21 June 2020 or 28 June 2020	n/a	n/a
19.	Scotland; Scottish Premiership	No	13 March 2020	n/a		11 May 2020	<ul style="list-style-type: none"> Winners, promotion and relegation determined on the basis of then current standings/calculation of average points per game.
20.	Serbia; Super League	No	16 March 2020	30 May 2020	n/a	n/a	n/a
21.	Slovenia; Liga Telekom Slovenia	No	12 March 2020	n/a	5 June 2020	n/a	n/a

Sr. No.	Country and First Professional Division	Season completed before suspension?	Date of suspension	Date of resumption	Date of proposed resumption (if not already resumed)	Date of cancellation	Effect of cancellation
22.	Sweden; Allsvenskan (Men's) /OBOS Dam-allsvenskan (Women's)	Not started	19 March 2020	n/a	14 June 2020 (Men's) / 27 June 2020 (Women's)	n/a	n/a
23.	Switzerland; Swiss Super League	No	28 February 2020	n/a	19 June 2020	n/a	n/a
24.	Turkey; Süper Lig	No	19 March 2020	n/a	12 June 2020	n/a	n/a
25.	Ukraine, Premier League	No	18 March 2020	30 May 2020	n/a	n/a	Winners, promotion, and relegation determined on the basis of Premier League's Statutes
III. Americas							
26.	Argentina; Primera División (Liga Profesional de Fútbol)	No	17 March 2020	n/a	n/a	28 April 2020	<ul style="list-style-type: none"> Relegation suspended for this season and the next one. League cancelled. Cup

Sr. No.	Country and First Professional Division	Season completed before suspension?	Date of suspension	Date of resumption	Date of proposed resumption (if not already resumed)	Date of cancellation	Effect of cancellation
							<ul style="list-style-type: none"> • Cup qualification based on current standings • Promotion from lower division to be decided in play-offs when possible before the start of the new season in 2021.
27.	Brazil; “Brasileirão”	No	15 March 2020	n/a	n/a	n/a	n/a
28.	Canada; Canadian Premier League	Not started	12 March 2020	n/a	To be confirmed, but potentially late July 2020	n/a	n/a
29.	Chile; Chilean Primera Division	No	18 March 2020	n/a	n/a	n/a	n/a
30.	Colombia; Liga Bet Play	No	13 March 2020	n/a	Decision of national	n/a	n/a

Sr. No.	Country and First Professional Division	Season completed before suspension?	Date of suspension	Date of resumption	Date of proposed resumption (if not already resumed)	Date of cancellation	Effect of cancellation
					government pending.		
31.	Ecuador; Ecuadorian Professional Football League	No	14 March 2020	n/a	8 July 2020	n/a	If season cannot be competed in it's original form, the second option is to divide the league into two groups, based on region.
32.	Mexico; Liga MX	No	15 March 2020	n/a	n/a	22 May 2020	No official champion crowned. Top spot at the time of cancellation awarded CONCACAF Champions League position.
33.	Paraguay; First Division	No	13 March 2020	n/a	17 July 2020	n/a	n/a
34.	Uruguay; The Liga Profesional de Primera División	No	13 March 2020	n/a	n/a	n/a	n/a
35.	USA; Major Soccer League	No	12 March 2020	n/a	Not yet announced –	n/a	n/a

Sr. No.	Country and First Professional Division	Season completed before suspension?	Date of suspension	Date of resumption	Date of proposed resumption (if not already resumed)	Date of cancellation	Effect of cancellation
					MLS planning for early July.		
IV. Africa							
36.	Cameroon; Elite One	No	17 March 2020	n/a	n/a	12 May 2020	<ul style="list-style-type: none"> • League title awarded to leader at the time of suspension; • No relegation; • Two teams promoted to 'Elite One' (first division)
37.	Egypt; Egyptian Premier League	No	14 March 2020	n/a	To be confirmed, but mid-July expected.	n/a	Based on precedent, if cancelled, the season will be void, with no winners announced.
38.	Ghana; Ghana Premier League	No	16 March 2020	n/a	n/a	n/a	The GFA has set a deadline of 30 June 2020 to decide whether to cancel or resume the 2019/2020 season
39.	Kenya; Kenya Premier League	No	16 March 2020		League cancelled. The decision is under	30 April 2020	Winners, promotion, and relegation determined on the basis of then current standings

Sr. No.	Country and First Professional Division	Season completed before suspension?	Date of suspension	Date of resumption	Date of proposed resumption (if not already resumed)	Date of cancellation	Effect of cancellation
					appeal before the Sports Disputes Tribunal. Matter was heard on 26 May 2020.		
40.	Nigeria; Nigerian Professional Football League	No	18 March 2020	n/a	n/a	n/a	n/a
41.	South Africa; Premier League	No	16 March 2020	n/a	n/a	n/a	Unknown.
V. Aisa and Oceania							
42.	Australia and New Zealand; A-League	No	23 March 2020	n/a	To be confirmed, but 1 August 2020 expected	n/a	n/a
43.	China; Chinese Super League	Not started	30 January 2020	n/a	n/a	n/a	n/a

Sr. No.	Country and First Professional Division	Season completed before suspension?	Date of suspension	Date of resumption	Date of proposed resumption (if not already resumed)	Date of cancellation	Effect of cancellation
44.	India; Indian Super League (ISL)	Yes	n/a	n/a	n/a	n/a	<ul style="list-style-type: none"> League was concluded, winner has been declared. Indian Super League is a closed league. Consequently, there is no promotion/relegation.
45.	Indonesia; LIGA 1	No	16 March 2020	n/a	n/a	n/a	n/a
46.	Japan; J-League	No	28 February 2020	n/a	4 July 2020	n/a	n/a
47.	Malaysia; Super League	No	16 March 2020	n/a	Unknown but hopeful for September 2020	If not resumed by September 2020.	If cancelled, the season will be called off without any teams being crowned as champion. The 2019 Super League champion will get an automatic slot to the 2021 Asian

Sr. No.	Country and First Professional Division	Season completed before suspension?	Date of suspension	Date of resumption	Date of proposed resumption (if not already resumed)	Date of cancellation	Effect of cancellation
							Champions League while the 2019 Super League runner-up and the 2019 FA Cup Champion would get slots to the AFC 2021 Cup.
48.	Philippines; Philippine Football League	Not started	13 March 2020	n/a	n/a	n/a	n/a
49.	Qatar; Qatar Stars League	No	15 March 2020	n/a	24 July 2020	n/a	n/a
50.	Saudi Arabia; Saudi Pro League	No	14 March 2020	n/a	Unconfirmed but likely 20 August 2020	n/a	n/a
51.	UAE; Pro League	No	15 March 2020	n/a	Unconfirmed but likely August 2020	n/a	n/a

SECTION I

THE “BIG FIVE” LEAGUES

ENGLAND

By *Tiran Gunawardena*¹⁸

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

On 28 May 2020, the Premier League announced that the season would restart on 17 June 2020. A few days later, the English Football League (“EFL”) announced that the Championship would resume on 20 June 2020. League Two clubs have agreed to end the season with immediate effect, while League One is deciding shortly whether it will follow suit or wait to try to return to competition.

The Football Association (“The FA”) has taken the decision to cancel all the seasons for the leagues below the National League (i.e. 8th division and below) and expunge the results (i.e. it will be as if the season never happened). Legal action has been mooted. The Women’s Super League and Women's Championship seasons have also been ended immediately, with the outcomes of the season still to be decided.

It’s worth noting that decisions about the Premier League’s season will be made by the Premier League Board (on behalf of the 20 member clubs), and decisions regarding the Championship and League One will be made by the EFL - on behalf of its member clubs. Due to the structure of English football, those decisions will not be taken by the national association (i.e. The FA). However, The FA is certainly involved in discussions/negotiations with both the Premier League and EFL.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

On 27 May 2020, Premier League clubs unanimously voted to resume contact training, as part of Phase Two of “Project Restart.” The decision to return to contact training was agreed following consultation with clubs, players, managers, the Professional Football Association (“PFA”), the League Managers Association (“LMA”) and the government.

With the Premier League season set to resume on 17 June 2020, Premier League players and staff will continue to be tested twice a week for coronavirus. At the time of writing, 8 players had tested positive after 1,744 tests across the league.

¹⁸ Senior Associate (Australian Qualified) for Mills & Reeve LLP. Tiran specialises in international and domestic sports arbitration, with significant experience with proceedings before the Court of Arbitration for Sport (CAS) and regulatory matters in sport. He is dual qualified as an Australian solicitor and chartered accountant. Tiran was recognised by Who’s Who Legal as a leading sports lawyer in the UK in 2018 and 2019.

Players at Championship clubs returned to training on 25 May 2020, taking part in non-contact sessions and training in small groups. Those players will also continue to be tested for the virus. At the time of writing, 2 out of the 1,014 Championship players and staff tested positive.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

When football returns in England it will be behind closed doors. There are 92 Premier League fixtures left to play in a little over 6 weeks' time (as the Premier League hopes to conclude the season by the end of July 2020). The Championship has 108 matches, plus play-off semi-finals and a final to play. The EFL hopes to complete the Championship on or about 30 July 2020.

Most fixtures will be played at the scheduled venues, but it has been reported that some high profile matches (e.g. the Merseyside derby at which Liverpool FC might clinch the title) might be played at neutral venues. The rationale for using neutral venues is the perceived fear that supporters could congregate around the venue in contravention of government guidelines on social distancing.

The government also recently issued safety guidelines regarding returning to competition, including 8 minimum standards covering issues such as the availability of PPE, appropriate competition venues and adequate decision making structures and procedures. Decisions will remain subject to the continuing fight against coronavirus and ongoing government advice.

FIFA have announced a temporary amendment to the laws of the game to allow for a maximum of 5 substitutes. The Premier League and EFL will eventually vote on whether to permit this when the season resumes.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

In a nutshell, under UK employment law there are protections in place for employees not to suffer a 'detriment' as a consequence of raising legitimate health and safety complaints.

As a starting point, clubs will need to ensure that they are providing the safest possible environment for players to return to train/play – e.g. with frequent testing, strict and enhanced hygiene measures, a staged return to training etc.

Nevertheless, a player's refusal to return to training/play due to a belief that he will be at risk of contracting COVID-19 could be protected under section 100 of the Employment Rights Act 1996 (ERA 1996) - which protects employees from dismissal on the grounds of absence from work if that absence was due to a reasonable belief that attending work would put them in serious and imminent danger (and they could not reasonably have been expected to avert that danger). The context of a player's/coach's/staff member's refusal to return to training/play would need to be closely considered by a club before any disciplinary action was taken. Certain dismissals related to the raising of health and safety concerns amount to automatically unfair dismissals which do not require the usual 2 years' qualifying service, and action short of

dismissal on these grounds could amount to a detriment which is unlawful under section 44 of the ERA 1996.

The government has also issued guidance on the five stage framework for returning to full unrestricted elite sporting competition. In the guidance for Stage One and Stage Two (where we currently are), it states that players need to actively ‘opt in’ before engaging in Stage One training (after being briefed about the risks and safety protocols in place etc.), and also should be clear on the route to ‘opt out’ of the training environment “*at any time without any resulting discrimination not associated with the potential natural competitive impact resulting from any loss of training time.*”

In practice, we understand that clubs are generally respecting the **legitimate** concerns of players who do not **feel safe** to return (those with pregnant wives, vulnerable family members etc.). Moreover, the statistical risk around BAME players contracting COVID-19 is very much at the forefront of everyone’s minds in planning a safe return to play.

A high profile example of a player in the Premier League who did not want to return to training was Troy Deeney, the Watford FC captain, whose son has a health condition. Deeney also raised concerns about the disproportionate amount of coronavirus deaths in the BAME community. However, on 28 May 2020 Deeney stated that he will return to training after holding positive talks with the government’s deputy chief medical officer.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The government introduced the ‘Coronavirus Job Retention Scheme’ (the “Scheme”) for all employees in the UK, under which a company can furlough employees and apply for a grant from the Government that covers 80% of their usual monthly wage costs, up to a maximum of £2,500 a month.

The Scheme has been designed to avoid mass redundancies across the UK. Football clubs are entitled to apply for the scheme – although politicians have used this as an opportunity to argue that footballers shouldn’t be put on the Scheme even if they’re entitled to be. Employers are entitled to ‘top up’ the furloughed salary to 100% if they wish. In football, the starting position is that clubs are ‘topping up’ furloughed players’ salaries to 100%, however as set out below in some instances clubs and players have reached alternative arrangements.

The employment status of players doesn’t change while they’re furloughed, but the players/employees are not permitted to do any work in any capacity for their employer. Training at home is permitted while on furlough. So, in practical terms, prior to team training resuming a week ago, players could have been furloughed but training on their own at home. However, now that (non-contact) team training has resumed, we assume that any players brought back to clubs to engage in team training will no longer be furloughed.

You would likely have seen in the press that some Premier League clubs initially sought to furlough their non-playing staff, which was a PR disaster. Liverpool and Tottenham Hotspur initially took the decision to furlough their non-playing staff, despite their respective owners being billionaires and their players earning hundreds of thousands of pounds a week. The

negative publicity forced those two clubs to reverse their decision. Newcastle United furloughed all non-playing staff and have, thus far, refused to reverse that decision despite the negative publicity.

Non-playing staff and also players lower down the English football pyramid have been furloughed. Clubs have made individual decisions as to whether to 'top up' furloughed players' salaries to 100%.

b. The Federation and/or the League (common funding? Others?)

The Premier League has advanced funds of £125m to the EFL and National League. The EFL has created a £50m relief fund (which in effect is an advance on broadcasting payments), under which clubs will receive a grant and also be eligible to apply for interest free loans. Further measures will undoubtedly be required over the next few months. The players' union (PFA) also has a hardship fund from which players can apply to claim assistance.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no association of sports doctors that make any decisions which are binding on the football leagues.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

In short, there is no common approach.

The financial situation of English football clubs varies significantly from the top of the Premier League (e.g. Manchester City / Liverpool / Manchester United) down to the Championship and below. There is even quite a big disparity between clubs in the Championship. So it is all but impossible for there to be a 'one size fits all' solution.

Some clubs are continuing to pay salary and benefits in full but are using the Scheme for financial assistance. Other clubs are asking players to defer a fixed percentage of their salary and/or benefits to a later date, so they can deal with cash flow issues resulting from the suspension of professional football. Other clubs are asking players to take a temporary pay cut to salary and benefits. The size of the cut varies from club to club, but some are asking players to cut their salary to what the club can recoup from HMRC under the Scheme (i.e. 80% of salary up to £2,500 per month). By way of some high profile examples, Arsenal players accepted a 12.5% pay cut subject to performance incentives, Aston Villa players deferred 25% of salaries for 4 months, whilst Chelsea have been negotiating a pay cut with their players which is reported to be around 10%.

Some clubs are pushing players to accept pay cuts/deferrals on the basis of financial difficulty but are also simultaneously being linked in the press with new players in the transfer market. Their players have been more reluctant to take pay cuts/deferrals. At the top of the Premier League, although the players are on high salaries there appears to be a reluctance to accept pay cuts/deferrals. However, players at clubs such as Manchester United have instead of taking pay cuts/deferrals, donated 30% of their wages to the National Health Service (NHS).

The players are being advised to insist that any deferrals entered into are repaid in full before their club can access the transfer market, when it opens. This “embargo” is putting some clubs off the idea of cuts or deferrals for the sake of it.

Lower down the football pyramid (mainly in the Championship), many players are refusing to accept pay cuts / significant wage deferrals. The EFL and the PFA have agreed that deferrals can be discussed on a club by club basis, up to 25% for Leagues One and Two. But cuts have been ruled out by the players. In the absence of agreements, clubs have mooted some radical/controversial solutions - including league wide group administration or a £6k/week salary cap to try and force players’ hands. Whether such measures will be pursued (if they are even legal) remains to be seen. However, it does reveal the desperation of the situation. It is predicted that dozens of clubs in the EFL could potentially face administration/insolvency in the next few months if things continue like this.

(For full disclosure the author’s firm Mills & Reeve LLP has been advising the PFA and its members throughout the COVID-19 crisis)

6. Do clubs negotiate with players, individually?

Yes. The PFA has been attempting to negotiate with clubs on behalf of players where possible, however individual clubs are pursuing negotiations with its players depending on their respective financial situations.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

See the answers to 5 and 6 above. We understand that Premier League clubs are liaising with each other and similarly EFL clubs are also liaising with each other. There is also constant dialogue between the leagues, The FA, and the PFA. However, there are no ‘collective decisions’ being made per se, as it is up to each individual club and player to determine how it will proceed.

However, if any of the leagues wish to change their regulations – which would then impact on the players - then such matters need to go through the Professional Football Negotiation and Consultation Committee (PFNCC) – the collective bargaining body in England.

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent)?

The terms of an employment agreement can only be changed by mutual agreement. An employer who imposes a contractual change (such as suspension of wages, wage cuts or deferrals) without the employee’s express or implied agreement will be in breach of contract and the original terms of the contract will remain in place.

The Premier League and EFL standard contracts (collectively bargained between the leagues and PFA) do not contain a *force majeure* clause. The common law doctrine of frustration is rarely applied, particularly in an employment context. Ordinarily, it is unlikely that

employment contracts are frustrated because this would require the position to be so fundamentally different to that envisaged that performance becomes impossible.

However, it is possible that where a government instruction (or, indeed, other circumstances) prevent an employer from providing work to its employees, and prevents the employees from performing the work, employment contracts may be frustrated.

Unfortunately, it is too soon to tell whether this will apply during the COVID-19 pandemic and it will remain a fact-specific question in any event. As far as we are aware, no club (at least in the top four divisions) has sought to rely on *force majeure* and/or frustration as yet.

In practice, if a club unilaterally imposes a pay cut/deferral etc. players could choose to terminate the contract. However, filing a claim for losses would take some time and the player will also likely not be able to join another club until football resumes. As a result, the player could be without an income for quite some time if he chooses to terminate. So the player would need to strongly consider his financial situation before making such a decision.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

There has not been any official reaction as such. However, it is clear that some of FIFA's recommendations cannot be enforced under English law.

For example, FIFA has proposed that expiring contracts (due to expire on 30 June 2020) are "*extended until such time that the season actually does end.*" However, as per question 6 above that cannot be unilaterally imposed by clubs on players under English employment law. If a player wishes to become a free agent on 30 June 2020 when his contract is set to expire, then he will be entitled to do so. Whether it makes financial sense for him to do so is a different question.

Interestingly, the Premier League have confirmed that players and clubs can agree to short term extensions until the season ends (so long as both parties agree such an extension), and have until 23 June 2020 to agree those extensions. The EFL have stated that players who leave their clubs as free agents after 30 June 2020 and sign for another club cannot play for them until next season.

Unless a solution is agreed between pending free agents and clubs (e.g. a short extension), it is estimated that there could be almost 1,000 free agents in English football come 30 June 2020.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters;

Interestingly, it has been announced that the remaining 92 Premier League matches will be split amongst Sky Sports (64), BT Sport (20), BBC (4) and Amazon Prime (4). Sky has been given 25 more fixtures than originally agreed, which Sky has said it will put on its free-to-air channel. In total, 29 matches will be free to watch.

It has been reported that the broadcasters didn't ask for the extra fixtures, but the Premier League has taken the above approach to maintain its important relationships with its broadcast

partners, whilst also being mindful of the government's desire for these games to have the widest possible audience.

It has also been reported that there are ongoing negotiations regarding a potential £330m rebate from clubs to broadcasters. Whilst many clubs are unhappy at the prospect of a rebate, broadcasters are reportedly arguing that football being suspended from March 2020 onwards resulted in contractual obligations not being fulfilled, and the resumption of football behind closed doors devalues the product they initially paid for.

At the time of writing, the latest reports suggested that the Premier League clubs and Sky had agreed to defer a portion of that rebate (over £170m) until the 2021/22 season in order to assist clubs with their cash flow. Interestingly, and alarmingly, reports also suggested that if the 2019/20 season failed to finish (which remains possible so long as COVID-19 continues) then a total of £762m would have to be paid back to domestic and international broadcasters. Moreover, solidarity payments to the EFL would fall by 25% in January 2021.

It is not surprising therefore that clubs are keen to do all they can to avoid such a scenario.

b. Sponsors

Whilst there has not been any significant developments in relation to sponsorships in football just yet, there is a growing expectation that sponsorship deals (such as shirt sponsorships which have been key revenue streams for English clubs) might not be as lucrative going forward as sponsors themselves are likely to reduce their spending on sponsorships due to their own financial hardships.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Disciplinary proceedings in football – to the extent there are any - are proceeding as normal. With regards to anti-doping in football, the FA has not stated that its Anti-Doping Testing Programme has stopped and/or been reduced, so it is presumably business as usual.

In anti-doping more broadly, UK Anti-Doping (UKAD) has published a helpful Q&A on their website regarding COVID-19. In short, on 17 March 2020 UKAD announced a reduction in the testing programme, but has stated that “*athletes could still be tested, any time, any place.*” UKAD states that its intelligence and investigations team are still working continues to “*receive, assess and disseminate intelligence and act on it where necessary.*” Further, the guidance states that hearings before the National Anti-Doping Panel are still taking place, but remotely.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

At the time of writing, no professional football clubs in England have (as yet) been involved in insolvency proceedings as a result of COVID-19. However, as noted previously it is predicted that dozens of clubs in the EFL could potentially face administration/insolvency in the next few months unless things change.

It is worth noting that on 28 May 2020, Damien Collins MP (former Chair of the Digital, Culture, Media and Sport Select Committee) sent a letter (co-signed by 18 MPs and other football executives) to The FA and EFL calling for urgent talks on football finance based on a six point plan. This six point plan included (among other things) the creation of a government backed financial assistance scheme for clubs to access funds to meet short term liabilities, in exchange for a minority shareholdings in the club.

FRANCE

By Jean-Michel Marmayou¹⁹

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

In France, in March 2020, the President of the Republic announced a general containment measure across the country. As a consequence, the government prohibited “*any gathering, meeting or activity bringing together simultaneously more than 100 people in an enclosed or open environment [...]*” within the territory of France.

This ‘lockdown’ initially planned until 15 April 2020 was extended for the first time until 11 May 2020.

As of March 13, 2020, the Ligue de Football Professionnel’s (“LFP”) board of directors announced the suspension of the Ligue 1 and Ligue 2 professional championships.

As of this date, each club had played 28 of their 38 matches, with the exception of RC Strasbourg and PSG, who had played 27 matches each when the league was suspended.

After the Prime Minister's decision, taken on 28 April 2020, to ban all football matches until September 2020, as expected the LFP declared an end to their professional championships on 30 April 2020. This makes France the first of the ‘big 5’ countries to formally end their seasons with:

- PSG being awarded their seventh title in eight years
- Amiens S.C and Toulouse FC relegated to Ligue 2,
- Lyon finishing seventh, missing out on next season’s Europa League, and
- Amiens and Lyon reportedly considering legal action against this decision²⁰.

With regard to the amateur categories, on 16 April 2020 the federation Française de Football (“FFF”) decided to:

- definitively stop all the championships with effect from 13 March 2020.
- freeze the results of the rankings acquired at the time of the stoppage, according to the number of points obtained/number of games played in order to neutralise the effect of the matches carried over; and
- limit the number of clubs relegated to one per group but fix the number of promoted clubs according to the relevant competition’s regulations.

No decision has been taken yet about the standings but in compliance with UEFA declarations, if the professional championships are not completed, there will be no “saison blanche” (white

¹⁹ Maître de conférences HDR, Droit privé et sciences criminelles.
Directeur du Centre de droit du sport, Aix en Provence Marseille.

²⁰ The Guardian, “*Amiens and Lyon threaten further action after Ligue 1 issues final table*”, dated 1 May 2020, available online: <https://www.theguardian.com/football/2020/may/01/amiens-vow-to-fight-ligue-1-relegation-after-injustice-of-season-resolution>

season), meaning champions will be declared based on performance thus far and the season will not be considered void (i.e. as if it never happened).

2. *Has the Government/Federation/League adopted measures relating to:*

Following the Prime Minister's declaration to the National Assembly dated April 28, 2020, the Professional Football League (LFP), decided to end all football championships and categorically ruled out a restart of the 2019 – 2020 season.

For the time being, a resumption of competitions (2020/2021 season) is planned for the end of August 2020. No protocol has yet been established, certainly because by August, the situation may drastically change.

On 11 May 2020, the Ministry of Sports published *post-lockdown guidelines* for sporting practice, intended for high-level athletes and professional athletes²¹ and another one for collective sports²².

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

No specific protocol has been officially established as yet. It should however be noted that the government authorized the resumption of training on 2 June 2020 by the aforementioned decree n° 020-663 of May 31, 2020, indicating that:

- training takes place in conditions likely to allow compliance with a physical distance of two meters;
- The collective changing rooms remain closed.
- The clubs carry out COVID-19 screening tests, even for their asymptomatic employees.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

No specific protocol has yet been officially established, certainly because by August the situation may greatly change. It is envisaged, but this may still change, that the first matches of August will be played behind closed doors or with a very limited number of supporters.

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

An employee can effectively refuse to return to work by invoking this reason and the normal rules of the labour code will apply. In particular that the employer has the ability to check the veracity of the reasons put forward by the employee.

²¹ Available: <http://www.sports.gouv.fr/IMG/pdf/sportsguideshnetprofessionnels.pdf>

²² Available: <http://www.sports.gouv.fr/IMG/pdf/sportsguidepratiquesalternatives.pdf>

4. *What are the specific measures taken by:*

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

The government has facilitated the launch of a partial unemployment scheme which has been extended to professional football. In practice, the club compensates its players (and more generally all its employees) at 70% of their gross remuneration (approximately 84% net). Then the state reimburses the club, up to a maximum of €4,850 per employee.

The savings are significant for non-sports personnel but much less for players. In fact, the employer will only be reimbursed a marginal part of the salary due to the players.

As of 1 of June, the amount of compensation has been lowered.

Nevertheless, putting the players on a partial unemployment scheme takes the pressure off club finances considerably.

In fact, the compensation paid to the players is not subject to social charges.

Finally, the French government has also set up a bank loan guarantee mechanism for all companies. Clubs are therefore able to negotiate state-guaranteed loans with their respective banks.

b. The federation and/or the league (common funding? Others?)

The terms of a collective solution are under discussion and will depend on the possibility of a continuation of the championship and especially on the payment of TV rights by broadcasters.

On 28 April 2020, the TV broadcasters agreed to pay a sum corresponding to the matches already played, but after negotiations with representatives of professional clubs, such broadcast payments were made at discounted prices.

c. Is there any specific position taken by the association of sports doctors? If yes, are the federations bound by such a decision?

Just before the Prime Minister's decision not to allow the resumption of the championships, the Association of French Professional Club Doctors ("AMCFP") sent its recommendations for the resumption of Ligue 1 and Ligue 2.

While no longer relevant, the plan was to commence football in a phased manner as follows. This included a first phase of testing followed by 7 days of individual training after which training in small groups would be permissible in the 7 days that followed. Measures included:

- taking the temperature of all those who entered training grounds (closed to the public);
- the requirement for players to wear masks at all times when not doing physical exercise;
- implementation of social distancing norms, even during training;
- disinfecting equipment; and
- equipping medical rooms to treat players if required.

These recommendations have obviously not been reviewed since that date

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)*

They currently apply the above-mentioned partial unemployment benefits and try to negotiate wage cuts with their players.

6. *Do clubs negotiate with players, individually?*

French law requires clubs to negotiate individually. They can always try to negotiate at a collective level, but it is each employment contract that is legally binding. A player cannot be obliged to accept a salary cut even if all his teammates have accepted one.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

There were negotiations with the national union of professional footballers (“UNFP”) which resulted in declarations of principle which are not binding on each employment contract:

- reduce wages by 30% during the crisis; and
- reimbursement of wage cuts after the crisis.

8. *Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)*

The employment contracts of professional footballers are framed by law pursuant to the Sports Code as well as by the Labour Code. These are fixed-term employment contracts known as “specific fixed-term contracts”. They can only end for the causes that the law provides for:

- Agreement of the parties
- Serious misconduct
- Inaptitude of the employee
- Signing of an open-ended employment contract
- *Force majeure*: the COVID-19 crisis may constitute a case of *force majeure* but to cause a permanent breach of the employment contract it is necessary that the impossibility of work be final (i.e. the performance of the entire remainder of the contract must be impossible). However, the crisis will necessarily be temporary, and force majeure can at best only lead to a "suspension" of employment (partial unemployment).

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

No official reaction. In any event, the FIFA guidelines recognize the pre-eminence of national law and government decisions. The LFP and the FFF are obliged to take into account the decisions taken by the French government first.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters;

TV broadcasters holding audiovisual rights over the period concerned refused to pay the sums relating to the cancelled matches and even obtained a reduction in the share of the sums due for matches which had already been played but not yet settled.

b. Sponsors

With regard to the sponsors of the clubs, it should be noted that some sponsors refused to pay the clubs, either because their contract permitted them to do so or because they no longer had the finances to pay (or both of them).

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Disciplinary procedures were put on hold with some being held via videoconference.

Doping control procedures have been materially slowed down because of the lock down

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Not yet

GERMANY

By Philipp S. Fischinger²³

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

In men's football, the First Division (Bundesliga) and Second Division (2. Bundesliga) seasons have re-started with effect from the weekend of 15-17 May 2020, under the organisation of the Deutsche Fußball Liga, the German Football League ("DFL").

In the meantime, four full match days have been completed in both divisions. Games were, of course, organised as so called "Geisterspiele" (ghost games, i.e. played behind closed doors) at which only a limited number of people (maximum 300) were permitted to be present at the stadium.

As far as the DFB-Pokal (cup competition) is concerned, the Deutscher Fußball Bund, German Football Association (DFB) has scheduled the semi-finals for 9-10 June 2020 and the final for 4 July 2020.

As decided by the "DFB-Bundestag" (that is the legislative body of the DFB) on May 25, 2020, the Third Division (3. Liga) has re-started on the weekend of 29-31 May 2020. The same is true for the Female First Division.

As far as amateur teams are concerned, the situation differs; insofar as it is up to the respective regional soccer associations and local governmental agencies to decide if, when and under what conditions team training and matches are to be resumed.

2. Has the government/federation/league adopted measures relating to:

c. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

Before the championships re-started, team training on club grounds had re-commenced at the beginning of May (for the first and second divisions). However, even in the First Division there were some discussions regarding a potential distortion of competition because Werder Bremen claimed that it only had one week of team training. Much more significant is this issue concerning the planned re-start of the Third Division. In particular Hallescher FC claim a distortion of competition because 1) this team will only have one week of team training before its first scheduled match and 2) due to governmental restrictions it will not be able to play its "home games" in its own stadium.²⁴

²³ Fischinger holds the Chair for Private Law, Labor Law, Commercial Law and Economic Law and Sports Law at the University of Mannheim, Germany.

²⁴ Cf <https://www.sueddeutsche.de/sport/fussball-halle-saale-wettbewerbsverzerrung-hfc-schickt-anwaltsbrief-an-dfb-dpa.urn-newsml-dpa-com-20090101-200525-99-173710> and https://www.mdr.de/sport/fussball_3l/dfb-bundestag-dritte-liga-wird-fortgesetzt-100.html

d. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

In principle, the re-started first and second division are playing by the same rules of the game as before. The only alteration of rules of the game concerns the number of players that can be substituted during a game. It was raised from 3 to 5. The experience during the two match days completed so far shows that some clubs make use of that and substitute 5 players during one game.

As already mentioned, games are allowed as “Geisterspiele” (ghost games = games without spectators)” only and social distancing has to be observed as much as possible. Players and the coaching staff are tested regularly. All persons involved have to stick to the hygienic concept²⁵ of the Task Force Sportmedizin/Sonderspielbetrieb (cf question 3c).

In the Third Division, a few teams might be forced to play their home games not in their own, but in another stadium. This is due to local political restrictions (e.g. Carl Zeiss Jena, Hallescher FC).²⁶

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

An employee is allowed to refuse to go to work if a balancing of his interests with the interests of the employer demonstrates that performing his work is unacceptable for him. However, the “mere” risk of getting an infection like COVID-19 while working is, in general, not deemed sufficient under German law to give the employee the right of retention of his work. The situation changes however, if either the employer is not taking necessary and reasonable safety precautions to protect his employees and/or if the employee or persons that live with him in a household are members of a special risk group.

If the employee has the right of retention of his work and executes it, he is protected under statutory law against retaliation by the employer (e.g. termination of contract). If the employee offers to come back to work under the condition that the employer undertakes the necessary and reasonable safety precautions and the employer fails to do so, the employee is entitled to wage payment.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

Under certain circumstances, employers in Germany can order the so-called “Kurzarbeit” (short-time work) for up to 12 months. Even a reduction to “Kurzarbeit Null” (reduction to zero) is possible. Thus, the employer does not have to pay wages anymore. As compensation, employees affected by such a measure are receiving “Kurzarbeitergeld” (short-time allowance)

²⁵ Cf https://www.dfb.de/news/detail/3-liga-frauen-bundesliga-pokal-hygienekonzepte-zum-download-215432/?no_cache=1&cHash=e4edf87428d920b1e392ba3ef1a67598.

²⁶ Kicker v.22.5.2020, p. 40.

by the government that amounts up to 87 % of the last net income. The Kurzarbeit/Kurzarbeitergeld is also available for sport clubs. However, as the Kurzarbeitergeld cannot exceed €4623 per month net of tax, it is rather uninteresting for top earners as the income loss is extremely high.

b. The federation and/or the league (common funding? Others?)

The DFL has lent its support to the regional and local soccer associations with 1.5 Million Euro each²⁷. The “DFB-Bundestag” established a Task Force “*Financial Stability for the Third Division*”, intending to promote greater financial stability in the third division for the future²⁸.

Fritz Keller, president of the DFB, announced in a press release that the regional associations will receive subsidies: €12 million from the DFB to the regional associations that, normally, is paid over a period of 12 months, is now available immediately to the full extent.

In addition, there has been an initiative by Bayern Munich, Bayer Leverkusen, Borussia Dortmund and RB Leipzig (Germany’s representatives in the 2019-20 UEFA Champions League) to forgo €20 million and donate it to clubs that are in need of money. The DFL has decided to use part of this amount (€7.5 million) to help the clubs of the 3rd Division (3. Liga) and those of the female 1st Division (Frauen-Bundesliga)²⁹. Each of these clubs will receive the same amount. Moreover, Keller, president of the DFB, announced that the DFB will subsidise other sports without releasing further details.

There are also private initiatives, e.g. “We kick Corona” by the German national players Joshua Kimmich and Leon Goretzka (both FC Bayern Munich), that has raised more than €4.4 million so far to help smaller clubs.

The DFL will devote €500.000 euro to the general public in order to expand the testing capacities further.

c. Is there any specific position taken by the association of sports doctors? If yes, are the federations bound by such a decision?

The DFL established a “Task Force Sportmedizin/Sonderspielbetrieb” (Task Force of Sports Medicine, the “Task Force”) in March 2020 with the goal to ascertain (1) if a continuation of championship games appears to be justifiable from a medical point of view; and (2) to recommend specific measures to prevent the spread of the virus. The first two divisions recommenced on the basis of the Task Force’s findings³⁰. The other championships (Third Division, Female First Division) are required to observe the same rules.

The Task Force proposes strict hygienic measures, close-meshed testing and permanent monitoring. Germany appears to have more than enough test capacities. The DFL adopted these suggestions to convince the government to allow the commencement of football behind closed doors.

²⁷ Cf. <https://www.dfl.de/de/aktuelles/dfl-unterstuetzt-regional-und-landesverbaende-des-dfb/>

²⁸ Cf. <https://www.dfb.de/news/detail/gruenes-licht-fuer-task-force-wirtschaftliche-stabilitaet-3-liga-215787/>

²⁹ From this solidarity acts exempted are clubs whose first team or male team plays in the 1st Division.

³⁰ Cf updated version: https://media.dfl.de/sites/2/2020/05/2020-05-12-Task-Force-Sportmedizin_Sonderspielbetrieb_Version-2.1.pdf

While the players on the field are not required to use protection masks, substitute players, coaches, managers and all other persons inside the stadium are obliged to do so.

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)*

When the season remained suspended, there were many cases of players agreeing to temporary wage reductions, e.g. 20 % (Bayern Munich, Eintracht Frankfurt) or 10-20 % (Borussia Dortmund), in most cases for limited periods³¹. It is up to each individual agreement with respect to how long these salary cuts will be in force.

6. *(and 6.) Do clubs negotiate with players, individually? Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

Although a player's union exists ("Vereinigung der Vertragsspieler", VDV), collective bargaining agreements and agreements with works councils are virtually non-existent in German football. Therefore, all negotiations have to take place between the clubs and the individual players.

As mentioned above (question 4), temporary salary cuts are permissible only if agreed to by each player respectively.

6. *Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (e.g.. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)*

Termination of contract: If a club decides to reduce the number of players it wants to employ it can terminate contracts with "surplus" players under German labour law. However, this is very difficult and hardly realistic.

Dismissal with the option of altered conditions of employment: in Germany it is possible to terminate and at the same time offer the continuation of the contract with altered conditions (e.g. reduced wages). However, such a termination with the goal of wage reductions is possible only under extreme conditions (it must be the last measure for the employer to avoid insolvency).

Suspension of salary is not possible under German law without the consent of the employee.

Salary cuts: as long as the 2019/2020 season was on hold, clubs were not required to pay bonuses (e.g. appearance bonuses [Einsatzprämie] or bonuses for winning games [Siegprämie]). The question, if they have to pay the base salary is currently under debate among German scholars. I am of the opinion that the clubs still have to pay base salary and I expect the courts to decide accordingly. The legal approach might (!) be different if the duty to pay wages, threatens the existence of a club. However, although the Federal Labour Court

³¹ Cf overview at <https://www.sport.de/diashow/sl4707/gehaltsverzicht-bundesliga-uebersicht-geld-prozent-bvbfc-bayern/text/#slide=1>;

(“Bundesarbeitsgericht”) mentioned this potential exception to the duty to pay wages, it has never been applied in practice. Therefore, it is highly uncertain if a labour court will apply this exception.

7. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

The “DFB” (“Deutscher Fußballbund”) adapted its Spielordnung (‘rule of the game’) thus making an extension of the season beyond June 30 possible. In particular it declared that in such a case the players’ licences to play for their current club will continue to be valid in July etc. It also proclaimed its willingness to apply for a shift of the “Wechselperiode I” (transfer periode I, commonly referred to as the summer transfer window³²[\[öb\]](#)).

8. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

- a. Broadcasters:** The DFL and most TV broadcasters (in particular “Sky”, “DAZN” and “ARD”) reached an agreement regarding the broadcasting rights. In May, 1/3 of the final outstanding instalment was paid, with the remaining 2/3 payable upon the completion of each match day. In return for their willingness to pay 1/3 upfront, TV broadcasters will benefit from a discount on the overall rate. If, however, the season is cancelled, the 1/3 paid upfront is required to be refunded to these broadcasters, at least in part. Further details are yet to be released. DAZN will broadcast nine games as well as the relegation games to the first and second divisions. These games will be co-broadcasted by Amazon. Amazon replaces Eurosport who cancelled its agreement with the DFL.
- b. Sponsors:** Obviously, the situation is difficult for many sponsors, in particular sponsors in the lower divisions that are often not big companies anyway. It is, therefore, expected that some sponsors will stop its financial engagement while others will cut their funding to some extent. At this point, however, details are not yet published.

9. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

The DFB Sportgericht (“Sports court”) has suspended all proceedings. In particular the DFB does not consider it to be feasible to impose monetary penalties on clubs that are already struggling financially due to Coronavirus.

Anti-doping testing is immensely reduced since the outbreak of the Coronavirus as many doping control officers are focusing on conducting tests for COVID-19. There are plans that athletes shall take their blood themselves during video calls and send it in.

10. *Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?*

³² Cf overview at <https://www.dfb.de/news/detail/wechsel-fristen-nachwuchs-die-dfb-anpassungen-im-ueberblick-214634/>.

The Karlsruher SC (currently playing in the Second Division) came remarkably close to declaring bankruptcy but was able to avoid that by negotiating agreements with its two main creditors.

ITALY

By Salvatore Civale³³ and Alessandro Coni³⁴

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?) , championship over?

All competitions have been suspended at the beginning of March. On 9 March 2020 the Government ordered a nationwide lockdown, which ended on 4 May 2020.

With the spread of COVID-19 considerably decreased, the government has approved a plan to gradually resume all the sports activities, pursuant to certain recommendations and measures aimed at preventing further infection.

As per the provision 195/A dated as 18 May 2020, the Italian Football Federation (“FIGC”) suspended all the competitions until 14 June 2020.

On 20 May 2020, the FIGC issued an official statement declaring its intention to resume all the professional football competitions.

Following this, the Federation released a final version of its protocol containing all the measures, intended to players, clubs and facilities managers, deemed necessary to resume the matches behind closed doors.

Such version follows the previous drafts that were not accepted respectively by the Scientific Committee of the Central Government and the Serie A League (L.N.P.A.). In view of the comments received, the FIGC has amended its guidelines in order to publish a document with shared views. The latest version was then submitted to the Ministry of Health and subsequently approved.

This decision only affects professional football championships, since the National Amateur Football League (“LND”), cancelled all amateur competition as of 20 May 2020. The cancellation of amateur championships has been ratified by the Italian Football Federation (FIGC). Any determination regarding the relevant award of the title and the relegation is still pending.

As per the decision dated as 29 May 2020 Serie A is set to resume on 20 June.

The second and third tier football championships, respectively Serie B and Lega Pro, will resume too. The national Cup (Coppa Italia) *may* resume on 12 June 2020 (still to be confirmed).

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing)

To protect workers and citizens from the contagion, measures for temporary limited mobility have been applied to all the territory. End of the lockdown, it is planned that all the activities gradually restart. Sports facilities can re-open. According to the guidelines of the FIGC:

³³ President of the Italian Association of Sports Lawyers (AIAS); Managing Partner of Civale Law Firm.

³⁴ Secretary General of the Italian Association of Sports Lawyers (AIAS); In-house Lawyer; Senior Researcher at SLPC, mail: conia@avvocatisport.it

- i. in order to start training, each club must identify the relevant training facility and the people allowed;
 - ii. Clubs are required to submit everyone to screening tests, in consideration of their activity and role. Social distancing of 2 meters must be maintained;
 - iii. People joining training camps must have completed a 14-day isolation period; and
 - iv. People who test positive for COVID-19 are required to follow protocol which includes the isolation of the entire club and a special screening to be carried out during the 14 days that follow.
- b. *The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

There are on-going discussions with regard to a possible change in the format of the professional football championships, in respect of the current season, with a view to end the competition within the summer and the next one. These solutions included play-offs for the Serie A.

When Serie A announced its decision to resume the season, no decision had been taken with regard to a change of the competition format.

It is already foreseeable that the games will be played behind closed doors, with a limited number of people allowed (about 300 including players). Players must be subject to screening tests in order to be eligible to play.

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

There is no specific provision regarding a right to refuse, but health protection is a right enshrined in Italian Constitution.

Employers have a duty to ensure the safety and health of their employees. Should a real danger depending on a lack or inadequacy of protective measures exist, players or staff members shall be entitled to claim the non-fulfilment of the above-mentioned duties and refrain from performing their obligations if their health would be otherwise at risk, according to a reasonable evaluation.

A person would also be entitled to refuse a medical treatment unless this is deemed necessary for his/her survival or to protect other people and the public interest.

There is a specific protocol regulating training and playing of professional football, already approved by the medical scientific committee and by the competent Ministry. This can be considered as reasonable standards for the performance of such activities.

4. *What are the specific measures taken by:*

- a. *The government (unemployment benefits foreseen for workers in general? Other specific measures?)***

The Italian Government has adopted several measures to support workers and avoid liquidity shortages for companies, including, among other things:

- i. Income support to employees through a fund companies can access;
- ii. A lump sum equal to €600 a month (non-taxable) compensating self-employed and independent workers for loss of income;
- iii. A guarantee mechanism for banks and public institutions granting credit to companies.

Local Authorities may implement such policies to protect employment and incomes.

Specifically, football clubs may benefit from the tax breaks granted by the government subject to income thresholds.

Moreover, the €600 lump-sum has been specifically extended to people working for sports federations, associations, or amateur companies. Certain fiscal deadlines have been delayed allowing entities to restore a financial balance during these months. According to the law handling the emergency (Law Decree 34/2020), the rent payments due for the sports facilities have been suspended and, under certain circumstances, the tenants are entitled to ask for a renegotiation of the economic terms.

A “*fund for the revitalization of the national sports system*”, has been created. The relevant resources are administrated by the competent Ministry to support the recovery of the national sports system.

Notably, Football clubs are granted the benefit of availing of (maximum) 6-year credit facilities guaranteed by SACE, Italy’s Export Credit Agency, up until 31 December 2020. This SACE guarantee covers 90% of the principal amount for clubs with annual revenues lower than €1.5 billion provided that funds from these facilities are applied towards personnel costs, investments and working capital of football clubs³⁵.

b. The federation and/or the league (common funding? Others?)

Specific committees have been appointed to tackle the problem and find a solution.

The FIGC eased certain deadlines regarding financial obligations the clubs are required to comply with, in view of the competition licensing system. The current licensing system, which also requires the timely fulfilment of all the payments obligations, currently remains suspended, with a view to being re-drafted.

In order to lower the financial impact of the crisis the LNPA has proposed a common approach for all the clubs with respect to the pay cut; with a 4 months deduction in case of early cancellation of the championship of Serie A and a 2 months deductions in case of postponement and conclusion of the season. The player association (“AIC”) has not accepted any proposals.

³⁵ Elio Andrea Palmitessa, ‘*Financing Football Clubs*’, slides presented during LawInSport Football Law Digital Conference 2020 on 2 June 2020.

Certain clubs will have access to the payments that UEFA decided to make in advance and aimed at compensating the clubs' contribution to the national team involved in European competitions.

On 4 June 2020 the FIGC announced a special fund “*salva calcio*” (Save football) of €21 million, which will benefit professional clubs (and their staff) from the second, third, amateur and women's categories, as follows:

- up to €5 million for Serie B clubs;
- up to €5 million for Lega Pro clubs;
- up to €5 million for LND (amateur) clubs;
- up to €3 million for players and €3 million for coaches and trainers, in addition to the solidarity fund existing for these job categories; and
- €700,000 for women football, in view to support the completion of the current season.

c. Is there any specific position taken by the association of sports doctors? If yes, are the federations bound by such a decision?

The association of sports doctors first provided a negative opinion on the possibility of continuing sports activities during the months of March and April and more recently expressed their concerns about concluding the season in general. A key issue refers to liability. Doctors may be considered liable for the consequences of any infection of players or staff members due to the enforcement of measures (or lack thereof) related to preventing the contagion. Consequently, doctors have asked for a stricter protocol to be applied in order to carry out any athletic activities

Following the latest measures adopted by the Italian Football Federation FIGC, the Association of Serie A club doctors has stated that professional clubs must appoint specialists, who are also responsible for putting each club's doctor in a position to carry out the guidelines relating to the resumption of football.

The Federation is not bound by the opinion of this association of doctors. The Federation appointed a specific Medical Committee to establish the protocol for the resumption of the training and eventually the competitions.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

Lacking a general agreement with the AIC clubs are proceeding individually, by negotiating a suspension or a re-negotiation of salary. Many clubs have suspended the payment of the salaries, while some clubs are still negotiating.

As per the communication of the FIGC, clubs are required to pay within the original term of 30 May all the outstanding wages due to players, coaches and the staff, with respect of the period January – February 2020. The FIGC is still to issue further instructions with respect to payments falling due in the following months.

Players from A.S. Roma, Juventus F.C., Parma Calcio 1913, Cagliari Calcio and U.S. Lecce have already agreed to salary deferrals/reductions.

6. Do clubs negotiate with players, individually?

Some clubs are negotiating with all players and of course, all settlement agreements reached will be signed by each player in the form of individual agreements with their respective clubs.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

Nothing at the moment, just a dialogue between leagues and the AIC.

8. *Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)*

Force Majeure is not expressly provided for by the Italian civil code.

Nevertheless, the law sets forth specific rules with respect to supervening which make it impossible for a party to perform a contract.

Specifically, should the fulfilment of an obligation become impossible, the debtor is relieved from any liability arising out of what would ordinarily have been a breach of contract. The other party is not bound to its contractual counter obligation and may be entitled to terminate the contract if it lacks any residual interest to the agreement.

With respect to sports labour contracts, the current spread of COVID-19 is preventing players from performing their obligations. However, the resumption of training is limiting their inability to perform.

Should the season be cancelled the situation would change, making it definitively impossible for players to fulfil their obligation due to a reason beyond their control.

Such a scenario may lead to a renegotiation of the contractual terms, considering that the performance by the players in respect of the 2020 season would be only partially impaired, since players have regularly played until the beginning of March 2020.

On the other hand, should players contracts be terminated, they would become ‘free agents’ meaning that clubs would not benefit from potential transfer fees following the subsequent sale of the player to another club.

However, with unilateral termination by clubs, the risk of litigation is very high. Arbitration bodies would be required to intervene in accordance with the provisions of the collective bargaining agreements.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

The provision issued by the Italian Football Federation (F.I.G.C.) stating its intention to resume the professional championships and conclude the remainder of the season expressly mention the FIFA Document on “*COVID-19: Football Regulatory issues*”. There has been no other official reaction to the FIFA guidelines.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters

It is currently under dispute whether the broadcasters are obliged to pay in full the outstanding sums due for the audio-visual rights of the football competitions in respect of those months when the championships were suspended.

With regard to Serie A and Serie B, broadcasters have suspended the payment of the instalments to be paid during the hiatus due to COVID-19, waiting for a final decision by the competent leagues with respect to the remainder of the season.

Serie B and its broadcaster has already agreed that the outstanding fees shall be due only if the season resumes and to the extent it is completed.

For Serie A, discussions are still ongoing since clubs insist that licensees are required to fully abide by the contracts, regardless of whether the season will be completed. Broadcasters have respectively submitted different requests, mainly due to the consequences of the suspension and postponement of the current season.

It is worth noting that the Serie A audiovisual rights, for both domestic and international markets, are awarded pursuant to an invitation to tender process, regulated by the law, which partially limits the ability of the parties to re-negotiate, for example with reference to a possible extension of the current deal or a change in the assignment of matches.

The possible outcome is still not clear since it depends on the completion of the Serie A season. The match schedule will be considerably changed in order to conveniently end the championship, without affecting the 2020-21 season. Considering the postponement of the season and the need to play the games in the shortest possible time, the organization of the last part of the season will likely have an impact on the negotiations.

b. Sponsors

Sponsorship agreements are affected by the suspension of the season, being the performance by the clubs and/or players impaired in part or in full.

The lack of official matches and public activities by the clubs diminish the exposure granted to sponsors.

At the moment there have been no official statements about actions taken by any sponsor as a consequence of the current suspension of football competitions.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Following its latest legislative action, the government has specifically issued certain provisions regarding sports justice. The emergency law states that there will be a sole instance before

sports judicial bodies (the Court of Guarantee of the Italian National Olympic Committee) for any appeal against provisions relating to the cancellation, continuation and conclusion of competitions and championships, professional and amateur, including the definition of the final rankings, for the 2019/2020 and the 2020/2021 sports season.

Any decision may be further appealed before the ordinary administrative tribunal of Rome. This provision is intended to speed up the resolution of any claims and to rapidly create a consolidated jurisprudence.

Any activity before judicial bodies currently stands deferred, in line with the suspension of the championships, pending resumption.

The courts are currently informing parties on the resumption of judicial activities. The Court of Appeal of the Italian Football Federation (F.I.G.C.) has already issued the rules with a view to resuming hearings, which will be held remotely by virtual video-conferences, pursuant to specific measures aimed at granting the integrity of the process.

Doping control has not been conducted due to the restrictions following the lockdown, with no prejudice to any other applicable measure (biological passport, whereabouts). Following the WADA COVID-19 ADO Guidance Document for Resuming Testing, the National Anti-Doping Organization (NADO) announced the resume of the tests, subject to specific guidelines.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Currently there are no professional football clubs who have filed for bankruptcy as a result of the coronavirus.

It is worth noting that a Serie B (second tier division) club (Ascoli) decided to terminate the employment contract of their Coach (Mr. Stellone) because it could not afford to pay his salaries.

Three clubs (1 from Serie B and 2 from Lega Pro) are currently under investigation for not paying wages from January 2020.

Other clubs have already underlined that the resumption of the season would imply additional costs. Nevertheless, the definitive end of the season may lead to the terminations of commercial agreements, further impacting revenues.

SPAIN

By Josep Francesc Vandellos Alamilla³⁶

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

On 14 March 2020, the Spanish Government passed the Royal Decree 463/2020³⁷, declaring a state of emergency for the management of the health crisis caused by COVID-19. Article 10 par. 3 of the Royal Decree 463/2020 suspended, amongst other things, the opening to the public of premises and establishments in which sports activities take place.³⁸ The Royal Decree also establishes severe restrictions on the freedom of movement of the population but expressly allowed the population to continue commuting to the place of work. Previously, there was certain vagueness as to whether or not professional sports clubs could continue training. However, in practice, even if clubs were entitled to call their players for training, as a general rule, they have all suspended all activities, with clubs like Real Sociedad warned by the Sports Supreme Council against returning³⁹.

When it comes to football, the Royal Spanish Football Federation (“RFEF”) was the first national organisation to react against the risks derived from the COVID-19 pandemic, even before the government. On 11 March 2020,⁴⁰ the RFEF suspended all non-professional football, women’s football and futsal competitions of state level for two weeks.

One day after, on 12 March 2020⁴¹, LaLiga followed, by deciding to postpone the next two fixtures in the calendar, citing the Royal Decree 664/1997 on the protection of workers against risks related to exposure to biological agents at work.

Subsequently, in view of the evolving the situation, on 23 March 2020⁴², the Delegate Committee of the RFEF announced the suspension until the government of Spain considered it appropriate to restart the leagues without any risk to the health of footballers, coaching staff, club employees and fans. The RFEF requested at the same time that all the territorial football associations adopt the same measure with respect to regional competitions. The same decision was adopted the same day by La Liga, with regards to the indefinite suspension of all professional competitions. To date, all football competitions remain suspended.

³⁶ Sports lawyer. He sits as member of the Editorial Board of LawInSport and is an arbitrator at Sport Resolutions UK. He is also the Academic Director of the Global Master in Sports Management and Legal Skills ISDE-FC Barcelona (on-line ed.).

³⁷ Available at: https://www.boe.es/diario_boe/txt.php?id=BOE-A-2020-3692

³⁸ On 10 April 2020, the state of alarm was extended for a second time, until 26 April 2020 by means of the Royal Decree 487/2020. Available at: https://www.boe.es/diario_boe/txt.php?id=BOE-A-2020-4413
More recently, on 22 April 2020, the state of alarm was extended for the third time until 10 May 2020 by means of the Resolution of the Congress.

<https://boe.es/boe/dias/2020/04/25/pdfs/BOE-A-2020-4648.pdf>

³⁹ <https://www.rtve.es/deportes/20200412/csd-desautoriza-vuelta-entrenamientos-real-sociedad/2011880.shtml>

⁴⁰ See: <https://rfe.es/noticias/comision-delegada-rfef-aprueba-suspension-todos-partidos-futbol-y-futbol-sala-masculino-y>

⁴¹ Available at: <https://www.laliga.com/noticias/laliga-acuerda-la-suspension-de-la-competicion>

⁴² Available at: <https://www.rfef.es/noticias/rfef-aprueba-suspension-todas-competiciones-no-profesionales-que-autoridades-consideren-que>

Finally, on 23 May 2020 the President of the Government authorised the return of LaLiga with effect from 8 June 2020, (with matches commencing on 11 June 2020) , as well as other sporting events⁴³.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

On 28 April 2020, the Spanish government approved a “[T]ransitional plan to a new normality” divided into four different phases each consisting of a two-week period. During the first phase, professional leagues may resume basic training.

In that context, on 30 April 2020 a health protocol was approved, in order to allow a progressive resumption of training in professional sport as of 4 May 2020⁴⁴. Around that time, the President of the Spanish government also announced that professional competitions may be able to resume in June 2020.

On 16 May 2020, the Ministry of Health approved the Order SND/414/2020, for the relaxation of certain national restrictions established after the declaration of the state of alarm in application of phase 2 of the Plan for the transition to a new normality. Chapter IX sets out the conditions under which the return of sports activities must be carried out. Article 40 of the Order allows the complete return to trainings of professional sports clubs, respecting the safety and health measures required by law; and article 41 allows the resuming of professional leagues as long as the evolution of the health situation allows it. Matches will be necessarily behind closed doors and without public.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

More recently, on 30 May 2020, LaLiga, issued a circular letter⁴⁵ informing (among other things) that competitions may resume as long as the health situation allows it and reaffirming the fact that matches will be necessarily be held behind closed doors and without public.

On 31 May 2020 LaLiga also announced the match calendar, the first match being Sevilla FC v Betis to be held on 11 June 2020 at 22:00.

On 2 June 2020, the Coordinator of the Center of Health Alerts and Emergencies announced that the possibility that matches are played with public would be reassessed in phase 3 of the de-escalation process.

⁴³ Available at: <https://iusport.com/art/107333/la-circular-de-laliga-sobre-los-entrenamientos-totales-tras-la-orden-de-sanidad>

⁴⁴ Available at: <https://www.boe.es/boe/dias/2020/05/03/pdfs/BOE-A-2020-4793.pdf>

⁴⁵ Available at: <https://iusport.com/art/107333/la-circular-de-laliga-sobre-los-entrenamientos-totales-tras-la-orden-de-sanidad>

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

Players, coaches and staff, as any other employees are allowed under article 21 par. 2 of law 31/1995 on labour risks protection, to refuse resuming duties if there is an imminent or severe risk for their lives or health. However, as long as club comply with their duties in accordance with the protocol approved by LaLiga in order to guarantee the health of all players and staff, then anyone refusing to attend trainings or play matches would infringe his/her contractual duties and be exposed to disciplinary sanctions from the club.

In fact, some players were overtly reluctant to return to competitions if there was the slightest risk of getting infected. That was the case of the players of SD Eibar or of the Cadiz CF player, Rafael Gimenez “Fali” who even considered retirement if he was asked to compete again.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

On 17 March 2020, the Spanish Government approved the Royal Decree-Law 8/2020, an extraordinarily urgent measure to face the economic and social impact of COVID-19 with the objective of establishing mechanisms to ensure that employment contracts are maintained during the health crisis situation. For the purposes of suspending contracts or reducing working hours and expediting the processing of employment regulation procedures, duly proven losses incurred as a result of COVID-19 will be considered as a matter of law, to be based on *force majeure*.

Likewise, on 27 March 2020, the Spanish Government also approved the Royal Decree-Law 9/2020⁴⁶, adopting complementary measures in employment matters in order to mitigate the effects derived from COVID-19. Amongst these measures, article 2 explicitly states that causes related to COVID-19 (e.g. force majeure, or other objective causes) will not justify the termination of employment contracts and article 5 establishes the interruption of the duration of fixed-term contracts during the period of suspension or the expediting of proceedings to apply for unemployment benefits.

b. The federation and/or the league (common funding? Others?)

The RFEF announced a preferential treasury advance aid of €4 million on the basis of COVID-19⁴⁷ addressed to non-professional clubs and futsal clubs of national category with professional football players in their teams. These grants are meant to help clubs paying the salaries of players and coaches of their first teams.

c. Is there any specific position taken by the association of sports doctors? If yes, are the federations bound by such a decision?

⁴⁶ Available at: <https://www.boe.es/buscar/act.php?id=BOE-A-2020-4152&p=20200328&tn=1#a5>

⁴⁷ Available at: <https://www.rfef.es/federacion/concursos/convocatoria-ayudas-avance-tesoreria-preferencial-motivo-del-COVID-19>

On 15 March 2020 the AEPSAD (Asociación Española de Protección de la Salud en el Deporte), the SMD (Sociedad Española de Medicina del Deporte) and the General Counsel of Official the Professional Associations of Doctors of Spain (CGCOM) issued joint recommendations related to the trainings of athletes during the state of alarm⁴⁸. The Spanish sports federations are not bound by these recommendations.

On 11 April 2020, the AFE (Spanish footballers' trade union) also released medical guidelines for the return to competition⁴⁹.

The following day, on 12 April 2020, the medical services of the RFEF issued their recommendations in that regard⁵⁰.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

Most sports clubs with professional athletes are relying on the so-called ERTes (the acronym of “expediente de regulación temporal de empleo”) a measure expressly provided for in the Statute of Workers for periods of crisis (objective causes) and for situations of *force majeure*. Briefly, through an ERTE, employers can request to either temporarily modify employment contracts, by e.g. reducing the working hours and salary (between min. 10% max. 70%⁵¹); or to temporarily suspend the employment contracts. In cases of suspension of employment contracts, employees will receive the unemployment allowance⁵² and possibly, if negotiated it with the employer, other benefits.

Contracts affected by an ERTE will automatically be reactivated and return to the initial terms once the state of alarm is lifted.

Currently, around 20 clubs in the two divisions of professional football in Spain (including FC Barcelona, RCD Espanyol, Atletico de Madrid) have filed ERTes reducing the working hours and salaries proportionally (not suspending contracts) based on *force majeure* in order to confront the crisis generated by the COVID-19 pandemic. Many other football clubs have proceeded similarly in lower tier divisions.

6. Do clubs negotiate with players, individually?

An ERTE, when based in *force majeure* (and not on other objective criteria such as economic, technical or market causes), is a measure undertaken individually by each employer without having to negotiate with the employees and their representatives.

⁴⁸ Available at: http://www.femedede.es/documentos/Recomendaciones_entrenamiento-COVID.pdf

⁴⁹ Available at: <https://www.afe-futbol.com/web/noticia-detalle/consideraciones-sanitarias-por-la-COVID--19-para-la-vuelta-a-la-competicion>

⁵⁰ Available at: <https://www.rfef.es/noticias/servicios-medicos-rfef-elaboran-borrador-unas-pautas-vuelta-segura-competicion-0>

⁵¹ By way of example, if a club reduces the player's working hours in 70% and that player has a yearly salary of 365.000 Euros, the salary reduction will be calculated on the basis of his/her daily salary for the period of state of alarm (i.e. 70% reduction over 1.000 euro/per day) vid. article written by Santiago Nebot in <https://elpais.com/deportes/2020-03-31/el-impacto-de-los-erte-en-el-futbol.html>

⁵² It is important to note that the unemployment allowance will be limited to the economic thresholds established by law for any employee, i.e. 1.411,83 euro per month maximum (if the employee has two sons) regardless of the monthly salary.

However, nothing impedes clubs to enter into directly with players, or players voluntarily waiving part of their remuneration, as is the case of the players of Athletic Club de Bilbao⁵³.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

To date there has been no decision taken at a collective level between player's associations, clubs, leagues or federations, although negotiations are being held⁵⁴.

Remarkably, on 20 April 2020, the Supreme Sports Council (Consejo Superior de Deportes) announced⁵⁵ an agreement with the RFEF and LaLiga for the return to training in professional football, which, for the time being, will remain subject to the evolution of the pandemic and to the decisions of the Ministry of Health. Through this agreement, the parties have also committed to investing part of the media revenue generated by football to federations of other Olympic and Paralympic sports; and to creating a €10 million fund to help the most vulnerable athletes, while inviting the football player's association (AFE) and other associations to join.

The parties will also draft a code of conduct for football applicable to all officials, directors and other stakeholders that will serve as a reference to other professional sports and commit to collaborate in a coordinated manner to strengthen the reputation of Spain as a safe country for sport internationally.

On 30 April 2020 the Sports Supreme Council announced the approval by the Health Ministry of the health protocol agreed with different stakeholders amongst whom, LaLiga, the RFEF and the AFE (the footballers trade union), for the return to trainings.

8. *Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)*

Regarding force majeure, please refer to question 4 (a) above. The legal and contractual principles in Spain at the basis of the suspension, modification or termination of employment contracts are strictly based on those set forth in employment national law (the Statutes of Workers), the dispositions of which are mandatory in nature. The hierarchy of sources of labour law established by the Statutes of Workers places the law and regulations at the top of the pyramid, followed by collective bargaining agreements, the pact between the parties and customary law and professional practices at the bottom. A basic pillar of employment law is the general prohibition for employees to waive legally recognized rights.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

To date, neither the RFEF nor LaLiga have adopted a specific position with regards to the FIFA guidelines on COVID-19. However, on 17 March 2020, both organisations had expressed their

⁵³ See <https://iusport.com/art/104743/el-athletic-club-y-la-plantilla-acuerdan-una-rebaja-salarial>

⁵⁴ See <https://www.lavanguardia.com/deportes/20200406/48346215694/david-aganzo-afe-liga-csd-recorte-de-salarios-calendario.html>

⁵⁵ See: <https://www.csd.gob.es/es/el-csd-laliga-y-la-rfef-pactan-el-futuro-retorno-del-futbol-y-un-rescate-al-deporte-y-los-deportistas>

willingness to follow any UEFA and FIFA recommendations, their preference for competitions to be finished by extending the current season, and for contracts to be extended accordingly.

10. Have there been significant developments (e.g. termination/renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters

None that are public. In the case of football, since the competitions is resuming as from 11 June 2020 all contracts assigning broadcasting rights are expected to be fulfilled.

b. Sponsors

Important sponsors, such as the energy company Iberdrola (main sponsor of the Women's football league) reaffirmed their commitments and publicly announced that these were not times to turn their back.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

All administrative and judicial deadlines were suspended by virtue of the Royal Decree 463/2020⁵⁶ (cf. Additional Disposition 3) declaring a state of emergency for the management of the health crisis caused by COVID-19. The RFEF following the mandated of the Royal Decree also suspended all deadlines through its circular 65⁵⁷.

Thereafter on 20 May 2020 the RFEF⁵⁸ passed the Circular 69 resuming deadlines and terms of certain disciplinary proceedings that could lead to the modification of the final rankings of sporting competitions and the access to play-off for the promotion or title (in competitions of non-professional football), as well as the proceedings to request the UEFA licence.

As from 1 June 2020⁵⁹, the suspension of all deadlines is lifted and the activity of the legal bodies of the RFEF (e.g. Disciplinary Committee) and other bodies with administrative functions resumed.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

None that are public. As a matter of fact, clubs have been able to navigate through the COVID-19 crisis through the above mentioned ERTE's that allowed them to temporarily suspend or reduce payments to their employees.

That said, it can't be excluded that some clubs, such as for instance Malaga CF, that already were going through financial stress before the COVID-19 crisis have seen their problems aggravated due to the suspension of the competitions and might be considering initiating

⁵⁶ Available at: https://www.boe.es/diario_boe/txt.php?id=BOE-A-2020-3692

⁵⁷ Available at: https://cdn1.sefutbol.com/sites/default/files/pdf/circulares/2019_2020_circular_65.pdf

⁵⁸ Available at: https://cdn1.sefutbol.com/sites/default/files/pdf/circulares/circular_69_levantamiento_plazos.pdf

⁵⁹ Available at: <https://www.boe.es/buscar/act.php?id=BOE-A-2020-5243>

insolvency proceedings, which in the case of Malaga CF would be for the second time since successfully overcoming reorganization proceedings in October 2018.

SECTION II

OTHER UEFA FEDERATIONS

AZERBAIJAN

By *Farid Hagverdiyev*⁶⁰

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

According to a statement dated 13 March 2020, the Task Force under the Cabinet of Ministers of Azerbaijan, announced a special quarantine regime. As such all mass events, including cultural-sportive events were postponed. Thus, the national championships and training sessions for all sports were postponed by the relevant federations until further notice.

With respect to football specifically, the Association of Football Federations of Azerbaijan (hereinafter, “AFFA”), cancelled the lower division (so called First Division), Youth League (by declaring the first ranked team as the champions in both), and other youth championships (such as U-9, U-10, U-11, U-12, U-13, U-14, U-15, U-16, U-17 and so on). However, the Professional Football League (hereinafter, “PFL”) (responsible for organising the national championship, the lower division and the national cup) was considering resuming training and the championship before the quarantine regime was extended.

Meanwhile, pursuant to a decree of the Cabinet of Ministers dated 29 May 2020, the quarantine regime was further extended until 15 June 2020, however, certain restrictive measures were lifted. It was allowed to have the games played (outdoor) behind closed doors. As such, the Union of Clubs (members are the clubs participating in Azerbaijan Premier League (“APL”)) met to discuss the situation and the unanimous agreement on following was reached:

- To resume training starting from 1 June 2020 and the national championship (APL) and the national cup starting from 21 June 2020;
- The players and the coaching staff shall be tested for COVID-19 before the start of national championship/cup;
- If anyone tests positive, AFFA will instruct on further actions after consulting with appropriate state bodies; and
- Amendments to the agreements on respective clauses related to COVID-19 shall be discussed between PFL and the clubs.

Additionally, AFFA allowed 5 substitutions during the games and ordered that the players and coaching staff of the clubs competing in APL to undertake the coronavirus test 48 hours before the start of the games.

2. *Has the Government/Federation/League adopted measures relating to:*

⁶⁰ Lawyer at Azerbaijan Volleyball Federation, and member of the Association of Football Federations of Azerbaijan Player Status and Transfer Committee.

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing)

The AFFA requested all the clubs competing in the APL to have their staff test for the coronavirus and had allocated financial resources for this purpose. As such, all the staff and football players of the clubs, including the referees in the APL had been subject to coronavirus tests. So far, all tests are negative. Besides, the Union of Clubs agreed to have all players and coaching staff to be tested again before the start of the national championship/cup. The frequency of further tests shall rest with the clubs.

It should be noted that the instructions of the Task Force of the Cabinet of Ministers such as keeping social distancing norms, frequent disinfection of hands need to be followed all time.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

The games will be played behind closed doors. The detailed information will be communicated later prior to the start of the games.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

It depends on type of contract signed between the relevant parties (clubs vs players/coaching staff). Current practice allows the parties to conclude either an employment agreement or a self-employment agreement (so called “service agreement”).

In case of employment contract, the employer (the club) has a duty to ensure a safe working environment and the employee is entitled to demand if such condition is not provided by the employer. However, the employee (player/coach) shall be required to substantiate his position.

In terms of self-employment agreements, it highly depends on provisions of the respective agreements.

Nevertheless, if the dispute is brought before the relevant dispute resolution body, each case needs to be assessed individually (e.g whether the employer did not indeed provide safe working environment, the threat to health was relatively high and etc) before the final decision is adopted.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The Cabinet of Ministers of Azerbaijan approved an “Action Plan” that serves to provide the state support to entrepreneurs and businesses affected by the outbreak of coronavirus. The Action Plan pursues the following 3 areas:⁶¹

- Economic growth and support for entrepreneurship
- Support for employment and social welfare
- Macroeconomic and financial stability

The Action Plan specifies financial aid allocated for the implementation of measures; while identifying those responsible for the implementation and relevant timeframes.

These measures, envisage the following (among others):

- To partially compensate for the salaries of employees working in areas affected by the pandemic
- To provide tax incentives to protect economic activity
- To provide credit guarantee support
- Freeze on rent fees until the end of 2020 for entrepreneurs leasing state property, state land and the so-called residents of industrial zones (parks).

It is also noted that in the post-pandemic period the following areas of economic activity are identified as key priorities; Construction sector, Mining industry, Petrochemical industry, digital economy, transport, trade and logistics, telecommunications, agriculture and manufacturing industry, domestic tourism.

b. The Federation and/or the League (common funding? Others?)

The Federation had provided the clubs with financial support to help them have their staff and players to undertake the coronavirus tests.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no such association in Azerbaijan.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

All clubs participating in the Premier League have paid outstanding salaries during the suspension of the national championship.

6. Do clubs negotiate with players, individually?

Not applicable, for reasons set out above (see question 5).

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

⁶¹ Published by EY Azerbaijan page on Facebook dated 14 April, 2020

There is no trade union in Azerbaijan solely representing the players/clubs, thus no. However, an online meeting was held twice by the 'Union of Clubs' and several matters (calendar on the remaining games, possibility to make 5 substitutions during the matches, expiring contracts and etc) were discussed.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent)?

Although, not clearly stipulated, the legislation of Azerbaijan recognizes the familiar "force-majeure" concept to some extent (based on the notion of "irresistible force").

In essence, the following conditions need to be satisfied for an event to be may be treated as *force majeure*/ "irresistible force":

- It is unforeseeable;
- It is beyond the reasonable control of the parties; and
- It prevents the party from fulfilling its obligations.

The legislation allows the party affected by such "irresistible force" (preventing it to fulfill its obligations) to terminate or amend the agreement in question.

COVID-19, may be deemed as "irresistible force" if it is clearly stipulated in the agreement or may be considered as such by relevant authorities (dispute resolution bodies) taking into account the above mentioned tests and the particular circumstances of each case.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

Yes, the Federation has published its own set of recommendary guidelines based on the respective FIFA guidelines on coronavirus.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. Broadcasters;**
- b. Sponsors**

None reported.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Cases submitted to the Committee on Status and Transfer of the Players of the AFFA during the quarantine regime have been postponed and will be heard after the end of the quarantine regime.

Anti-doping tests had been suspended and face-to face disciplinary hearings (online communication related to the anti-doping violations was kept to some extent) were postponed by the national anti-doping agency during the quarantine regime.

However, considering that most of the restrictions have been lifted, the process will be back to normal soon.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No.

BELGIUM

By Sébastien Ledure⁶²

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

The Pro League (1st and 2nd division) followed the federal government's lockdown measures as decided on 12 March 2020 and immediately suspended its competition (just before the 30th and last round of the regular season and the subsequent playoffs). Subsequently, the Pro League's General Assembly decided on 15 May 2020 to cancel the remainder of the 2019-2020 competition, to uphold the ranking after the 29th round of the 2019-2020 regular season, and to attribute the league title, the European cups' qualifying spots as well as the relegation spot from division 1A in accordance with said ranking. Professional teams all ceased practices during the lockdown.

Regarding amateur football (women's, youth and men's football as of 3rd division), the Royal Belgian Football Association ("RBFA") has put an end to all competitions for the remainder of the 2019-2020 season and validated the 12 March 2020 rankings for the determination of promotion and relegation of teams.

2. *Has the Government/Federation/League adopted measures relating to:*

a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or*

Since 18 May 2020 teams are allowed to return to practice, in groups of maximum 20 people and under mandatory supervision of a trainer. Practices can only be held outdoors at the club's premises, without access to locker rooms and with due respect of social distancing (i.e. 1.5m). Further to the National Security Council's decision of 3 June 2020, both amateur and professional football practices as well as games -hence without social distancing requirements- with a capped attendance of 50 people for the participants (i.e. players, coaches, referees...) and 200 people for the attendees, will be allowed as of July 1 2020.

b. *The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?*

There is no return to competition with respect to the 2019-2020 season, except for the Belgian Cup Final that has now been scheduled on 1 August 2020 and for the decisive 1B playoffs promotion game which will be played on 2 August 2020. With respect to the latter, an amendment to the regulations has been voted as to enable teams to play such promotion game with "new line-ups", i.e. with players transferred after June 30, 2020. The Cup Final will be played in the national stadium in Brussels, behind closed doors.

As far as the 2020-2021 season is concerned, the format of the 2021 playoffs has been amended, as only the 4 best-ranked teams will compete for the league title. In division 1B, the

⁶² Sébastien Ledure, managing partner sports law boutique Cresta in Brussels (Belgium) - www.crestafirm.com - s.ledure@crestafirm.com

double round-robin format (28 games between 8 teams) will identify the champion and, hence, the team that will promote to division 1A at the end of the 2020-2021 season. The Pro League's General Assembly decided that this adjustment would be valid only for the 2020-2021 season, the subsequent season being played again under the old format.

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

Players, coaches and staff do not have a specific contractual entitlement to refuse to go to work during the COVID-19 pandemic, unless potentially under the existing health and safety legislation that applies to all workers, regardless whether they are in the sports industry or not.

4. *What are the specific measures taken by:*

a. *The government (unemployment benefits foreseen for workers in general? Other specific measures?)*

On 15 April 2020, the federal government ordered an extension of the lockdown until 3 May 2020, followed by gradual measures of deconfinement since. In any event, mass public events (such as football games with a stadium audience of more than 200 people) are not allowed until 31 August 2020 at least. Belgian social security offers the possibility for all employers (including football teams) to have their workers apply for a temporary unemployment allowance. This allowance is being paid by the state administration (through unions or dedicated payroll agencies) directly to the workers and amounts to 70% of their monthly gross salary. However, for players earning more than € 2,352.21 gross per month and coaches earning more than € 2,754.76 per month, the allowances are capped at € 1,646.55 and € 1,928.33 per month, respectively (i.e. 70%). Belgian government decided to increase this usual allowance with an additional and exceptional "COVID-19" supplement of € 5.63 per day. Obviously temporary unemployment benefits will end when players are requested by their respective clubs to resume practice.

b. *The federation and/or the league (common funding? Others?)*

Besides measures regarding the cancellation of games and team practices, no specific measures were taken by the RBFA or the Pro League, at least until 15 May 2020. On said day, the Pro League's General Assembly did however vote in favour of the creation of a one-off compensation mechanism to support teams suffering financially from the consequences of the aborted 2019-2020 season (e.g. because of the impossibility for a team to play additional games which could have led to a better ranking and, hence, higher revenues). Interesting to note is that such solidarity distributive payments would not be available to teams having called upon temporary unemployment allowances for their players.

There is no specific compensation fund created by the Pro League, the RBFA or any other entity to provide financial or material support directly to players, coaches or club employees affected by the COVID-19 crisis. On the contrary, Pro League advised its clubs not to call upon the aforementioned temporary unemployment allowances, as those clubs already benefit from important reductions on their tax and social security contributions.

For amateur clubs however, the RBFA decided not to claim the usual club contributions (i.e. some kind of tax) for the second quarter of 2020.

c. Is there any specific position taken by the association of sports doctors? If yes, are the federations bound by such a decision?

There is no specific association of sports doctors. General guidelines on sports exercise by the federal government were applied, for example, initially allowing people to work out individually or to go out for a jog or a bike ride with no more than one companion and respecting social distancing guidelines (1.5m).

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

Broadly, clubs have been taking the following approaches:

- a. Clubs continued to fully honour contracts towards players and staff, meaning that salaries and benefits are granted in full.
- b. Clubs suspended all payment of player and staff wages, referring everybody to the system of unemployment allowance (see above). Often teams allow that contractual benefits such as car and housing facilities at the players' and staff's disposal are maintained.
- c. Clubs agreed with players and staff to amend their employment agreement and lower their monthly salary on a temporary basis. Witnessed examples range from a single, one-month salary waiver to a 50% reduction of the gross monthly salary. Agreements in place with respect to the payment of signing-on fees and employer contributions to pension insurance funds are nonetheless still being fully executed; and
- d. Clubs paid a forfeited monthly supplement on top of the unemployment allowance.

6. Do clubs negotiate with players, individually?

There is no mechanism of mandatory collective negotiation. At their own level, teams try to propose solutions for the entire group of players and coaches. However, not all players accept the proposed terms.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

The main players union is active in every club through a designated player representative who tries to participate in the discussions with the club's management in order to reach a collective deal. At this point, no formal collective talks have been launched at the level of the national joint committee for sports.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

Yes. Clubs rely on general principles of civil law to invoke the suspension of the employment agreements, i.e. *Force Majeure* is a situation which requires an unpredictable and irresistible event that is not due to the parties' behavior. Since case law qualifies the "irresistible" event as the absolute impossibility to pursue the execution of contract obligations⁶³, this criterion is satisfied by reference to the "fait du prince", being the decision of a superior authority (in this case the federal government) not to allow any public gatherings and events.

The consequence is the suspension of the employment agreement, meaning that reciprocal obligations have temporarily ceased: clubs are no longer required to pay salaries and players/coaches are no longer required to perform services. This also means that clubs are not entitled to impose individual training schemes on their players.

As such, the temporary suspension of the employment agreement does not entitle the players and coaches to use this event as triggering event for contract termination. Obviously, usual contract termination options under Belgian employment law (being the general Act of 3 July 1978 on employment contracts and the more specific Act of 24 February 1978 on paid sportsmen) still apply.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

Not yet.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

c. Broadcasters

Broadcasters have asked for a refund of the final instalment of the 2019-2020 media rights' license fee, corresponding to the period covering the 2019-2020 season-ending playoffs. This instalment was already paid to the Pro League at the time of the competition's suspension (and, later, its cancellation). Allegedly such request for a reimbursement has been denied so far by the Pro League based upon a contractual clause covering the event of force majeure, but at this stage, it is still unclear whether a negotiated solution or a court procedure will follow. A new broadcasting deal (with a different broadcaster) is scheduled to start as of the 2020-2021 season.

d. Sponsors

There is no public information available about ongoing disputes and/or discussions between leagues, clubs and their respective sponsors.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

There has not been any or significant change in that respect.

⁶³ An event that renders the execution of a contractual obligation more difficult yet not impossible, does not qualify as a *force Majeure* event.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

The RBFA's 2020-21 club licensing program has resulted in a number of license refusals that was higher compared to other years. In particular, 2 teams from division 1B didn't get a new license and 1 team has even been declared bankrupt, but it is questionable whether this was more due to the COVID-19 crisis than to pre-existing financial difficulties.

BULGARIA

By Dr. Boris Kolev and Elena Todorovska⁶⁴

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

The Bulgarian first division was suspended on 13 March 2020. Training was resumed in the middle of May.

The First Professional League will resume on 5 June, starting with the matches from the 25th round of the regular season. The championship in the Second Professional League was cancelled following an enquiry to all clubs participating therein, who chose the option that the temporary leader receives automatic promotion to the First Professional League and the teams ranked second and third as of the moment of the cancellation shall participate in play-offs against teams from the First Professional League.

The state championship for women will also resume with 9 rounds remaining. The amateur leagues will not resume activities until the next football season. The Bulgarian Football Union (“BFU”) and the Amateur Football League took the decision to announce the temporary ranking as final. The teams ranked first in three of the regional groups of the third league were promoted to the Second Professional League and the first two teams in the ranking of the last Southwest Third League shall participate in a play-off. There shall be no relegation of third league teams.

2. Has the Government/Federation/League adopted measures relating to:

- a. **The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or**
- b. **The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?**

The following measures have been recommended by the Medical Commission of the BFU on 7 May 2020:

Regarding the return to team training – Conduct of PCR tests for all football players THREE days before the start of the organized group trainings; Conduct of extraordinary mandatory regular check in clinical laboratory with mandatory CRP, X-ray on lungs and consultations with internist THREE days before the start of the contact trainings. The forms for the checks made shall be provided to the delegate on duty and a doctor right before the start of football match together with the register lists of the players; daily measures of the body temperature with contactless device before the training sessions; maintenance of strict hygiene including disinfection of dressing rooms and closed premises before and after training, strict disinfection of the player’s hands before and after training, washing hands (for the duration of 20 seconds and by using the proper technic) as well as keeping 5 metres distance between every two

⁶⁴ Partners at Kolev Todorovska Law Firm.

players; sharing of bottles and sporting equipment are strictly prohibited; the players must arrive at training by using their own cars and be dressed in sporting equipment. After the end of the session the dressing rooms shall not be used for bathing. During the training the ball must be touched only with leg and touching with hands and heads during the first microcycle (one week) shall be avoided; during training a minimum number of coaches is recommended to be present; the representatives of the medical staff shall be equipped with protective masks, gloves and helmets. Regarding employees over 60, it is recommended that they have no contact with the players and shall keep the minimal distance of at least 7 meters; it is also recommended that the creation and maintenance of a roster for all persons attending the training process.

Regarding the return to competition – On the day before the match every player included in the group plus the members of the sports and technical staff must pass a quick test for antibodies. The documentation must be kept by the club's doctor together with a full archive of the documentation related to COVID-19; The Medical Commission recommends regulated breaks for rest at the 30th and 75th minutes of the matches as well as recommending that the clubs consider the option for introduction of additional substitutions; the technical conferences before the matches and the pre and post-match press-conferences shall be held in an open space with mandatory wearing of masks; the emergency medical staff shall be fully equipped; the number of the ball boys shall be optimized and they must wear gloves and masks; players are prohibited from shaking hands and similar greetings as well as T-shirt exchanges; referees are recommended to observe the same requirements applicable to players.

On 3 June 2020, the Minister of Youth and Sport Mr. Krassen Kralev issued an order allowing, as of 10 June, the conduct of collective and individual sports events having training or competitive nature in open areas including football stadia. During the events, spectators shall be admitted up to 30% occupation of the total number of the seats. The spectators shall be accommodated in a way ensuring distance of at least two seats or 1,5 meters. Similar conditions were envisaged with respect to the sport events in closed areas, however such events will be allowed to be held as of 15 June 2020.

Also, the sports minister approved special and detailed Concept and Directions for the Resumption of the Training and Competition Activity in Professional Football, which were prepared by the BFU. The purpose of the document was for the application of the measures against the epidemic adopted by the Minister of Health Protection and aiming for the completion of the championship of the First Professional League and the Cup of Bulgaria tournament. The concept provides for preventive measures related to the proper handling of the documentation of the registered cases of COVID-19 in football, regular testing and maintaining minimal levels of risk during training process and matches.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

Pursuant to the Labour Code and the Law on the Healthy and Safe Working Conditions, employees (in Bulgaria all football players are employees) are entitled to refuse the performance or stop the performance of the work due to serious and direct danger for health and life. In such case the employer (the club) or the direct manager is obliged to verify the justification of the refusal and undertake the necessary measures for the elimination of the danger. Football players may avail themselves of the said provision of the applicable law.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

In general, the unemployment benefits for workers are provided in the Social Security Code. Persons who have paid or owe social security contributions for the unemployment fund, at least 12 months during the last 18 months before the termination of the social security payments or accruals, are entitled to monetary compensation for unemployment. They further need to comply with some conditions such as, for example, to be registered as unemployed at the employment agency.

A specific measure was included in par.6 of the Law on the Measures and the Actions during the State of Emergency declared with decision of the Parliament on 13 March 2020 and for the overcoming of the consequences. For the period between 13 March 2020 and 30 June 2020 but for a period no longer than three months, the National Social Security Institute shall pay 60 per cent of the amount of the income as specified for social security purposes for the month of January 2020 as well as the social security contributions due with respect to employees. The payments shall be on the account of the unemployment fund and only certain employers meeting criteria indicated by the Council of Ministers are eligible for application. As a matter of fact, the BFU and four Bulgarian football clubs: Ludogorets, Dunav Rousse, Litex Lovech and Botev Vratsa were approved for said measure.

b. The Federation and/or the League (common funding? Others?)

The BFU announced two measures for coping with the crisis caused by the spread of coronavirus: reduction of the referees' fees and the membership fees for the next season.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

In Bulgaria there is no Association of sports doctors.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

Among Bulgarian football clubs only Levski Sofia announced that they offered to cut their players' salaries by half because of the crisis. The effective law contains provisions which could have been used by the clubs for tackling the salary issue. A newly inserted provision in the Labour Code authorised the employer, in case of declaration of state of emergency or extraordinary epidemical situation, to terminate the activity of the enterprise, a part thereof or the activity of individual employees, for the whole period of the state of emergency or for a part thereof. The employers were further able to avail themselves to the provision in the Labour Code concerning the unilateral introduction by the employer of part-time working time. This can be done in case of reduction of the workload and for the whole period of the state of emergency or the extraordinary epidemical situation as was specifically provided for in the Labour Code following special amendment. Therefore, it was possible for football clubs to prove such reduction, introduce part time working time and reduce the players' salaries this way, however, no club has announced to have actually done it.

6. Do clubs negotiate with players, individually?

Levski Sofia is the single club which reported that they had negotiated individually with the players and that all players with the exception of two agreed to sign the respective annexes for reduction of their salaries. The salaries were agreed to be restored to their previous amounts once the trainings will be resumed.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

No

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent)?

Bulgarian law recognizes the concept of *force majeure* only in the context of commercial contracts concluded between merchants. Law on Commerce defines *force majeure* as an unpredictable and unavoidable event having extraordinary nature, which has arisen after the conclusion of the contract.

However, this concept is not applicable to employment law contracts such as the ones concluded between clubs and players. The Labour Code provided the option for the employer to terminate the employment agreement in case of objective impossibility for performance.

The concept of objective impossibility for performance does not have legal definition in the Labour Code, however, it has been interpreted by the Bulgarian courts. It means that new facts have arisen in the course of the performance of the employment duties, under which the real performance of the employment agreement has become impossible.

For instance, such an occasion could be that the employee has become ineligible for the position due to change in the effective law. The issue is whether the suspension of training and matches due to the state of emergency and the extraordinary epidemic would qualify as objective impossibility for performance of the employment agreement.

As far as the employee is obliged to provide his labour force to the employer and the latter may instruct him to train individually it is questionable whether the performance of the contract would be impossible.

The easiest way for clubs and players terminating their contracts by claiming *force majeure* would be if they have inserted such a specific clause in their employment agreements. However, in Bulgaria usually clubs draft their contracts with their players following the model contract of the BFU, which does not contain a *force majeure* clause.

As such, it is almost certain that no Bulgarian clubs opted for such way of termination in the contract with their players.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

No

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

c. Broadcasters;

d. Sponsors

No developments concerning the agreements with broadcasters and sponsors resulting from the coronavirus crisis have been reported. There were only general statements by stakeholders that the clubs' income from advertisement and broadcasting rights would be affected.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Pursuant to the Law on the Measures and the Actions during the State of Emergency the procedural time limits with regard to court, arbitration and enforcement proceedings have been suspended for the period from 13 March 2020 until the cancellation of the state of emergency, ending on 13 May 2020. Therefore, all disciplinary proceedings in sport were suspended for the above-mentioned period.

The Bulgarian Anti-Doping Centre published information on its website for temporary termination or postponement of its educational and testing programs. Nevertheless, it declared that its staff would continue their activity by specifically focusing on investigations. Upon request, the experts of the centre could provide online education. In case of necessity, doping testing could be organised in compliance with the maximal safety for protection of the athletes and the anti-doping teams. The Anti-Doping Centre reminded the athletes included in the various testing pools about their obligation to update the information of their whereabouts.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Not at the time of writing.

CROATIA

By *Vanja Smokvina*⁶⁵

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

In Croatia, after the suspension due to COVID-19 of all sports activities, leagues and competitions, only the first male professional Football League (Hrvatski Telekom prva liga) – the Croatian first division, the only professional league in Croatia, has restarted. The lower, amateur, male divisions have been terminated but, as set out below, the players are able to train collectively. The champion and the runner-up in the second, amateur, and male division will have the possibility to be promoted to the first male professional Football League after the Croatian Football Federation (CFF) licensing procedure will be terminated. The football competition has restarted with the semi-finals of the Croatian FA Cup on 30 May 2020 with a match between Slaven Belupo and Lokomotiva Zagreb, and on 31 May 2020, with the second semi-final match between Rijeka and Osijek. The first professional Football League will continue its competition at the 27th round (out of 36) on 5 June 2020⁶⁶. Other lower division football leagues and non-senior teams have started training on 11 May 2020 but without competition.⁶⁷

The first female Football League, according to the decision of the *CFF Executive Committee* will continue on 14 June 2020⁶⁸, COVID-19 epidemiologists rules allowing.

2. *Has the Government/Federation/League adopted measures relating to:*

a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or*

On 17 April 2020, the Croatian Parliament adopted the amendments of the Sports Act⁶⁹ which has given the right to the national federations to amend the sporting competitions regulations in exceptional cases such as COVID-19 pandemic even during the competition season. After the amendments of the Sports Act has entered into force, the CFF has amended its Competition Regulations (see below).

The National Epidemiologists Rules set by the National Crisis Management Committee are being followed and respected by the CFF and all clubs. Initially, at the start of the COVID-19 pandemic players were asked to train at home via group conference calls. Then, on 20 April 2020, the first male professional division started to train individually at their training centres (2-4 players on a football pitch at the same time). As of 27 April 2020, players have started to

⁶⁵ Assistant Professor, University of Rijeka, Faculty of Law, Rijeka, Croatia. Croatian Football federation Arbitration Tribunal Arbitrator. CAS Arbitrator (general and football list).

⁶⁶ Available at: <https://hns-cff.hr/news/21365/nastavak-nogometnih-natjecanja-30-svibnja/>

⁶⁷ Available at: <https://sdus.gov.hr/vijesti/ponovo-pocinju-treninzi-a-od-13-svibnja-i-rad-teretana-te-fitness-i-sportsko-rekreacijskih-centara/1269>

⁶⁸ Available at: <https://hns-cff.hr/news/21392/odluke-izvrsnog-odbora-hns-a/>

⁶⁹ Amendments of the Sports Act, Official Gazette of the Republic of Croatia, No. 47/2020.

train in small groups, while following social distancing norms and finally since, players have been training collectively since 11 May 2020.

The CFF Executive Committee has issued an ordinance which is being applied to referees and players during matches with social distance rule application when appropriate.⁷⁰

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

The CFF Executive Committee has enacted the amendments of the Competition Regulations for the Croatian FA Cup and the first male professional Football League (Hrvatski telekom prva liga) in the season 2019-20 determining that games will be played behind closed doors with the epidemiologists' directives being applied.

The head of the CFF Medical Committee, Professor Dragan Primorac, with his team, has elaborated a specific new model of pre-season systematic examination of football players with a particular emphasis on diagnosing COVID-19 before returning to training and competitive football⁷¹ which has been presented to FIFA and UEFA. The model consists of two consecutive deep nasal swab tests done five days apart in order to account for the five-day latency period between contact with the virus and production of new virus particles and thus minimising the chance of obtaining false-negative test results.

In the period between 17-25 of May 2020 the CFF Medical Committee ran two rounds of the genetic testing for the presence of SARS-CoV-2 (the previously presented model) on 350 players and essential staff members of Croatian first male professional Football League clubs and have found no cases of COVID-19 among the population.⁷²

The CFF Working group for the return of competitions has issued a recommendation to all clubs, except the First male Professional Football League senior teams, not to start training before 10 June 2020.⁷³

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

According to the domestic laws and CFF Regulations, such a case has not been prescribed.

⁷⁰ CFF Ordinance, [Glasnik 22-2020.pdf](#), CFF Gazette No. 22/2020, 21 May 2020, p. 9., available at: <https://hns-cff.hr/files/documents/18933/>

⁷¹ Dragan Primorac, Vid Matišić, Vilim Molnar, Zoran Bahtijarević, Ozren Polašek, *Pre-season football preparation in the era of COVID-19: Croatian Football Association Model*, JOGH 2020; 10: 010352, available at: <http://www.jogh.org/documents/issue202001/jogh-10-010352.pdf> (24 May 2020).

⁷² Available at: <https://hns-cff.hr/en/news/21388/players-and-staff-of-croatian-first-division-clubs-test-negative-for-COVID-19/>

⁷³ Available at: <https://hns-cff.hr/news/21376/preporuka-hns-a-o-suzdrzavanju-od-treninga-do-10-lipnja/>

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

The government, after the amendments to the Sports Act (passed in the Croatian Parliament on 17 April 2020), secured the minimum wage (3.250,00 HRK, approx. €433,00 for March and 4.000,00 HRK, approx.€ 533,00 for April and May) for those sport officials, administration and coaches who are in a labour relationship, the number of people estimated to benefit from these measures is approximately 2-3,000. Professional athletes (except a small number approximately 15 employment contracts in football) are generally 'self-employed', without labour and social law protection. As such, they do not stand to benefit from minimum wage state aid. In total 66 football clubs applied for the aid out of 499 sports clubs that received the employment benefits.⁷⁴

b. The federation and/or the league (common funding? Others?)

The CFF does not have a common fund for the benefit of its member clubs. However, clubs have received their respective shares of the outstanding broadcast revenue, which are, in general, very modest. To offer perspective, broadcast revenues to be shared among all 10 clubs belonging to the first division amount between 12 to 15 million HRK (i.e. €1.6 million to €2 million).

The CFF has found a specific *CFF Working group for the return of competitions* composed of sport officials, sports doctors, epidemiologist and infectologists⁷⁵ whose purpose is to prepare the ground for the return of competitions in Croatian football taking into account the epidemiology situation.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

See response to question 2 above. The CFF follows the National Epidemiologists Rules set by the National Crisis Management Committee and has also set up a specific CFF Committee for COVID-19 pandemic, which operates in regular consultation with the CFF Medical Committee.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

Football clubs are trying to reach an agreement with players. Each case is different but in general terms, a combination of reduction and deferral is agreed and the "cut" differs depending on the income each player receives, mostly because it is a percentage cut (33% or 25%

⁷⁴ The list of clubs benefiting the aid is available at:

https://sdus.gov.hr/UserDocsImages/dokumenti/Tablica_Potpore%20o%C5%BEujak-travanj.pdf

⁷⁵ Available at: <https://hns-cff.hr/news/21341/odrzan-sastanak-radne-skupine-hns-a-za-povratak-nogometu/>

immediately with a further cut to follow). For instance, according to club officials and players (reported in the media) the situation in the top 4 Croatian football clubs is as follows:

- ***Dinamo Zagreb*** – for the next 6 months the players have accepted to be paid 33% of their “salaries”, 33 % in the period of 6 months after the restart of the season while they have accepted a 33% pay cut for a period of 6 months since April.
- ***Rijeka*** – the players accepted to be paid 33% of their “salaries”, 33 % in the period of 6-16 months depending on the club’s financial situation while they will not receive 33% in the next 6 months since April.
- ***Hajduk Split*** – players will receive 40% of the “salary”, with the next 40% being received after the pandemic measures have been lifted (but in no case later than 6 months since April). The players have accepted to forego the remaining 20% of their salaries for a period of 6 months since April.
- ***Osijek*** – the players receive 50% of their “salaries”, the remaining 25% will be paid when the season restarts while they have agreed a salary cut for the remaining 25% while the season remains suspended.

6. *Do clubs negotiate with players, individually?*

In general, negotiation tends to take place between each club and the respective team captains and other players acting on behalf of the group. Once an agreement is reached, every player signs it. Of course, in some clubs the negotiations take place between individual player and club’s representatives.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

No decision or agreement was reached at the collective level since in Croatia professional athletes generally do not enjoy the status of ‘employees’. As such, collective agreements are not in force. Social dialogue, although often used, was not carried out to begin with, but has happened later, because the CFF has made amendments to its regulations unilaterally without consultation with the players association HUNS (a FIFPro member). After the amendments had been implemented, a meeting between the CFF representatives and the players association HUNS representatives was organised in the third week of April 2020.

8. *Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)*

Under Croatian law, contracts can be terminated for *force majeure*, but with compensation mutually determined by the parties themselves or by a tribunal. Since players are mostly self-employed and do have a civil law contract, the Civil Obligations Act applies⁷⁶.

Thus, a club may offer to vary the terms of a player's contract (usually in the form of a reduction of the remuneration). If the player does not agree to this variation/reduction, the player is entitled to appeal this decision to the CFF Arbitration Tribunal within 5 days of such decision, in accordance with the *CFF Regulations on Status and Registrations*. The CFF Arbitration Tribunal will analyse whether the club's decision is well-founded, made in good faith and proportionate, by considering, without limitation, whether the club had attempted to reach a mutual agreement with its player(s); the economic situation of the club; the proportionality of any contract amendment; the net income of the players after the contract amendment; whether the decision applied to the entire squad or only specific player. If such a reduction of salary was found to be inadmissible and/or inappropriate, the tribunal has the power to order the enforcement of the contract in its original form. Currently, no procedure has been initiated before the CFF Arbitration Tribunal.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

The CFF has published the FIFA guidelines on its official webpage and social media handles. The executive committee has prepared options for the restart of the season and approved the amendments to the Regulations on the Status and Transfer of Players on 15 April 2020, in the context of the FIFA Guidelines.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters;

There have been no developments in this regard, although the CFF has announced an international call to companies and agencies to submit proposals for the start of negotiations on the sale of television and all related media rights for competitions and matches owned by CFF, including the first male professional division. Proposals are called for a period of seven years, starting with the 2022/23 season and ending after the 2028/29 season, with the option of

⁷⁶ Civil Obligations Act; Variation or Termination of Contract in Case of Change of Circumstances Requirements for Termination Article 369

(1) Should, after entering into a contract, extraordinary circumstances arise, that it was impossible to foresee at the time of entering into a contract, making it excessively onerous for one party to perform or if under such circumstances a party would suffer an excessive loss as a result of the performance, it may request variation or even termination of the contract.

(2) Variation or termination of a contract may not be requested by a contracting party invoking the change of circumstances if that party was obliged to take into consideration such circumstances at the time of entering into a contract or if it could have avoided or overcome them.

(3) A party requesting variation or termination of the contract may not invoke a change of circumstances that occurred after the expiry of the time limit for performance of the obligation.

(4) Where a party requests termination of a contract, the contract shall not be terminated if the other contracting party offers or agrees to an equitable change in the relevant provisions of the contract.

(5) Where a court declares termination of a contract, the court shall, at the request of the other party, oblige the party applying for the cancellation, to compensate the other party with an equitable amount for the damage suffered due to the termination.

submitting a bid for three additional years⁷⁷. According to CFF announcement, 7 proposals have been received and the negotiation has started.

b. *Sponsors*

Again, no developments have been seen in this regard, although according to media,⁷⁸ almost all clubs are facing problems with sponsors asking to cut their contractual obligation due to COVID-19 pandemic. It must be noted that the share of sponsors income in the total budget of clubs is quite modest and rarely amounts to 10% of total club budgets.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Disciplinary proceedings including anti-doping testing are applied as usual. The only amendment, according to CFF Executive Committee Ordinance⁷⁹, relates to a situation where a professional player who plays for the second team of the first division club that is competing in the second division which has been cancelled due to COVID-19 pandemic. In case such a player has been suspended for a number of matches, the player's suspension could be carried forward to the first team, if selected to play for the first team for the remainder of the season.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Currently no football clubs have been declared to go into administration, bankruptcy or liquidation due to the COVID-19 outcomes. Although, the football club Inter Zapresic, currently at the bottom of the first male professional division, has been denied a licence to play in either the top or second tier next season, due to financial problems. The club has the ability to appeal and prove that the financial problems are of minor impact. The final decision by the competent CFF Licencing Department will be published on 15 June 2020.

⁷⁷ Available at: <https://hns-cff.hr/en/news/21324/international-call-to-submit-proposals-for-negotiations/>

⁷⁸ Available at: <https://sportske.jutarnji.hr/sn/nogomet/novo-lice-hnl-a-nakon-korone-ademi-caktas-gavranovic-colak-gorgon-otici-ce-barem-30-skupih-igraca-10156924> and <https://sportske.jutarnji.hr/sn/nogomet/mozemo-izdrzati-sest-mjeseci-a-onda-kljuc-u-bravu-miskovic-iz-grada-duhova-poslao-poruku-svima-u-hrvatskoj-ne-shvacate-ozbiljnost-situacije-10134688>.

⁷⁹ CFF Ordinance, CFF Gazette, No. 22/2020, 21 May 2020, p. 10. available at: https://hns-cff.hr/files/documents/18933/Glasnik_22-2020.pdf

CYPRUS

By Loizos Hadjidemetriou⁸⁰

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

The two national competitions granting qualification to the UEFA Club Competitions, i.e. the 1st Division Championship and the Cup Competition, were permanently terminated on 15 May 2020, following a decision of the Board of Directors of the Cyprus Football Association (“CFA”).

All other lower level competitions were permanently suspended, by the CFA Board of Directors, on 8 May 2020.

2. Has the Government/Federation/League adopted measures relating to:

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or**
- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?**

The government decided to allow training in open spaces for groups up to 5 persons (including coach) from 8 May 2020, without using locker rooms, gym and showers. Team training has been allowed since 18 May 2020, again in open grounds, without using locker rooms, gym and showers.

On 8 May 2020, the government, through the Ministry of Health and the Cyprus Sports Organisation, issued a protocol containing guidelines for the return to individual and team training.

The government clarified that it does not have any authority over the CFA with respect to the CFA’s powers to organise its competitions and/or alter their format. The government stated that its only demand was for the protocol prepared by the Ministry of Health and the Cyprus Sports Organisation to be respected and followed. The government also allowed the CFA to prepare its own, more detailed, football-oriented protocol.

The CFA did indeed prepare such a protocol, which was then sent to the government to be reviewed. This protocol was not accepted by the government and this is why the CFA decided to permanently terminate competitions on 15 May 2020.

The most serious disagreement was on the procedure to be followed in case a footballer, or other team member, tested positive to COVID-19. The CFA proposed that in such a case only the person found positive should be put under quarantine whilst the government

⁸⁰ Director, Loizos Hadjidemetriou & Associates LLC, legal advisor to the Pancyprian Footballers’ Association.

epidemiologists insisted that in such a case the whole team was to be put in quarantine for 14 days.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

The protocols prepared by the government and the CFA did not include any provision on this.

As far as the national legislation is concerned, there are no provisions stipulating whether an employee is allowed to refrain from his duties because he is worried that his health is in danger.

The general principle is that in case an employer does not consent to his employee's absence from work, he can call him to resume his duties. If the employee does not comply, the employer may terminate his employment and it will then be up to the national court to decide whether, under the specific circumstances of each case, the dismissal was justified or not.

According to the national law, the burden of proving that the dismissal was justified is on the employer, not the employee. Even if it is the employee who files the action requesting compensation due to unfair dismissal.

4. What are the specific measures taken by:

d. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

Following the severe civil and commercial impact of COVID-19, the government and parliament decided to implement two different schemes aimed at assisting businesses and employees - The Scheme of Full Suspension of Activities and the Scheme of Partial Suspension of Activities.

Clubs are considered businesses and have the right to participate in these schemes. In order for a club or any other business to participate in one of these schemes, it first needs to apply and be accepted by the government.

Most of the CFA clubs applied and were accepted to participate in the Full Suspension of Activities Scheme, according to which they are not obliged to pay any salaries to their footballers for as long as they participate in the scheme. Their footballers' employment is considered to have been temporarily suspended and the footballers are only entitled to the so-called 'Special Unemployment Benefit' payable by the Cypriot Social Insurance Services. This benefit is an amount equal to the 60% of the gross salary of players in January 2020 but cannot exceed €1,214 per month.

Clubs participating in the Partial Suspension of Activities Scheme are also not obliged to pay any salaries to their footballers and the footballers are also entitled to the same 'Special Unemployment Benefit' mentioned above. However, this scheme allows clubs to continue employing their footballers, but should they do so, they will have to pay the residual value of the footballers' salaries or, should a footballer agree, a lower amount.

a. *The Federation and/or the League (common funding? Others?)*

The CFA decided to financially assist clubs in the lower divisions by paying half of the footballers' salaries for the two weeks of March 2020, i.e. from the 1st of March until mid-March (13/03/2020) when all competitions were suspended.

b. *Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?*

No position taken by the association of doctors (there is no association of sport doctors in Cyprus).

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?*

Following the implementation of the two schemes mentioned above, the clubs have suspended all payments, as per their players' employment contracts, since 16 March 2020. Nevertheless, there are negotiations taking place between players and clubs trying to reach amicable settlements concerning the players' salaries during this period.

6. *Do clubs negotiate with players, individually?*

At the moment, yes. Almost all clubs attempted to negotiate with players, collectively but these efforts were unsuccessful. As a result, at the moment, all clubs are negotiating with their players on an individual level. A number of settlements have already been achieved.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

Yes, there had been an initial proposal in mid-March, by the Cyprus Footballers' Union ("PASP") to enter into negotiations with the CFA and clubs for the conclusion of a collective agreement concerning (a) players' salary payments and (b) the potential extension of employment contracts in order for the season to be completed and this initiative was not rejected by the CFA.

After the issuance of the FIFA Guidelines, the CFA submitted a proposal to the PASP for a reduction of 23% of the footballers' annual remuneration. This, in essence, was equal to around a 90% reduction on the remaining salaries of the footballers (from mid-March until end of May).

After the issuance of the FIFA Guidelines, the CFA submitted a proposal to the PASP for a reduction of 23% of the footballers' remuneration for the whole of the season.

This, in essence, was equal to a 92% reduction on the salaries of the footballers falling within the pandemic period. This is because employment contracts in Cyprus, in their vast majority, stipulate a total of 10 monthly payments for each season. From August until May of the following year (seasons in Cyprus end on the 31 May of each year). Since the suspension of the competitions was decided in mid-March and the players had been working normally until then, this means that the players' salaries affected by the pandemic were from mid-March until end of May, i.e. 2½ salaries out of a total of 10 or. 25%.

The CFA's proposal to cut 23% out of this remaining 25%, meant that for the players' salaries from mid-March until end of the season, the CFA had, in essence, proposed a 92% reduction!

This proposal was immediately rejected and the two sides, each blaming the other, did not enter into any substantive negotiations. As a result, the prospect for a collective agreement quickly collapsed.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent)?

According to art. 5(c) of the Employment Termination Law, if an employment contract is terminated due to *force majeure*, the employee is not entitled to any compensation. There is no explicit definition of the term *force majeure* in our national legal system.

While the definition has evolved through the common law, in contractual disputes, there is no national jurisprudence dealing with the applicability of *force majeure* in an employment termination context. In principle, it could be said that a court will accept the existence of *force majeure* where events arise which were outside the control of the parties and which, after all reasonable steps were taken, could not be avoided or mitigated.

The CFA does not have any contractual or regulatory authority to suspend or reduce salaries. Neither, of course, is there any employment relationship between footballers and the CFA. Not even for the national team members.

Clubs cannot unilaterally reduce salaries due to the occurrence of force majeure. The timely payment of salaries in Cyprus is protected by national legislation. Should an employer unilaterally reduce an employee's salary this will constitute a criminal offence punishable by a fine and/or imprisonment and a court order will also be issued against the employer to settle all due salaries. Should the employer not comply, this constitutes contempt of court, punishable by imprisonment. However, due to the enactment of the urgent legislation mentioned above (Full Suspension of Activities Scheme and Partial Suspension of Activities Scheme) the salary protection legislation does not apply to businesses that were accepted to participate in one of the said schemes.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

No official reaction. Just a common expression of intention by the CFA and the clubs for compliance with FIFA's guidelines.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters

In Cyprus there are 3 different TV networks offering live football to their subscribers. There is no public knowledge of how the agreements between clubs and these broadcasters were

affected by the pandemic. Some clubs allege that some broadcasters suspended payments which were to be made from mid-March until the end of the season (31/05/2020). However, according to public announcements of the PASP, based on unofficial information it received, many clubs had already received in advance, before the pandemic, all payments from broadcasters until the end of the season.

b. Sponsors

According to the clubs, some sponsors informed them that they are not in a position to continue sponsoring them and some sponsors have indeed terminated their sponsorship agreements. It is expected that the greatest damages will be sustained in the coming season because many of the clubs' current sponsors will not be willing or financially capable to sponsor them for next season as well.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Concerning disciplinary proceedings, since there have not been any matches played. In regards to anti-doping testing, which is conducted by an independent national authority, the Cyprus Anti-Doping Authority, even though there was no official announcement or decision, no tests have been conducted during the competitions' suspension.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No.

DENMARK

By Lars Hilliger and Morten Bro⁸¹

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

Following the Danish Government's decision to implement a wide range of lockdown measures to limit the spread of coronavirus in Denmark, it was decided on 12 March 2020 to suspend all football activities for a preliminary period of two weeks. In this regard, the clubs were also urged to send their players home with individual training programs.

At the time of suspending the Danish Superliga, a few rounds of the regular season were still remaining, which was the case with both the medal playoffs and the relegation playoffs, as well.

This lockdown was subsequently extended indefinitely for professional football and for mass and amateur football, although players were allowed to train in small groups if adhering to specific guidelines.

A number of clubs chose to furlough players and other employees in accordance with the model set out under 4(a) below, whereas other clubs opted to train alternatively with their players in smaller groups, and the period was generally used for sponsoring and marketing activities, including not least various SoMe-related initiatives.

From 8 May 2020, in view of the Government's decision to gradually reopen society, clubs playing in the top two leagues were allowed to return to regular team training, and the Danish League (Divisionsforeningen) decided – in compliance with the Government's guidelines – to resume the Superliga with effect from 28 May 2020.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

As not all clubs in the Superliga organised training for players in the period between 12 March and 8 May, the focus has been on giving players a reasonable opportunity to get back into peak shape to avoid injuries and strain.

The decision to resume the Superliga only on 28 May 2020 reflects this focus.

In this connection, and as part of a safe and responsible resumption of Danish professional football, the Danish League issued a series of protocols which, with effect from 25 May 2020, were to ensure the greatest possible safety for employees of football clubs and to minimise the risk of spreading coronavirus when training, external practice matches and competitive matches resume. These protocols are not definitive and are undergoing constant

⁸¹ Attorneys-at-law with Advice Law Firm in Copenhagen, Denmark, who have made sports law their specialist practice area. Furthermore, Lars Hilliger is an arbitrator with the CAS and Chairman of the Appeals Panel for the Danish FA Club Licensing System.

revision in light of the latest recommendations and guidelines issued by the Danish health authorities.

At the time of writing, match operations are based on the following rules and recommendations from the Danish authorities:

- No spectators because of the ban on large gatherings until September 2020.
- The Government will reopen parts of Denmark gradually.
- Safe distance of 1-2 metres between people.

Thus, the protocol contains tasks as to access control, access lists, media access, emergency and evacuation plans, balls handled by ball boys, anti-doping control facilities, etc.

In addition, the Danish League has introduced weekly testing of all players, referees and club staff in the top two leagues in Denmark. The test protocol is updated and published on an on-going basis, providing information on the numbers of people tested and infected with the virus.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

Please see under item 2a above.

The plans so far are that all games in the best leagues in the current season are going to be played behind closed doors.

In addition, as far as the top two men's leagues are concerned, it has been decided to allow up to five substituted players per match on condition that these substitutions are made over a maximum of three times to avoid excessive game stops.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

Denmark has found no specific grounds for addressing this issue, and neither the Danish League nor the Danish Professional Footballers Association has expressed an official position on the issue.

The issue will probably have to be decided on the basis of general principles of labour law, in which connection attention will be focused on, among other aspects, the specific situation of the player in question, including the general risk assessment in the wider community.

In view of the positive developments in Denmark we are witnessing at the present stage, combined with the many guidelines that are being proposed for clubs with a view to protecting players and other staff members, it is probably doubtful whether a player's general uncertainty about the spread of infection etc. is sufficient to justify the player's decision not to attend training and games, at least without a salary cut.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

In an attempt to mitigate/limit the financial and economic consequences of the coronavirus crisis, the Danish Parliament has unanimously passed legislation to introduce a series of bailout packages on an ongoing basis.

In order to try to limit the number of layoffs in the private labour market, one of the measures adopted was a salary reimbursement scheme for private businesses (the **Salary Reimbursement Scheme**), under which these businesses would be eligible to be reimbursed for payroll costs if they refrained, according to specific rules, from dismissing the employees covered by the scheme.

As part of the Salary Reimbursement Scheme and according to specific rules, private-sector employers are eligible to claim reimbursement of up to 90% of their payroll costs, subject to a cap of approximately EUR 4,000 per month for each furloughed employee who is kept on the payroll with full salary.

However, it is an express condition for applying this model that furloughed staff, including professional football players, are not allowed to work during the period of furlough.

As some clubs in the Superliga have exercised this option, the players in question have been formally precluded from taking part in training sessions planned by the club concerned.

b. The Federation and/or the League (common funding? Others?)

Throughout the coronavirus crisis, the Danish FA, the Danish League and the Danish Professional Footballers Association have been in constant dialogue with the authorities to be able to act appropriately in a difficult and challenging time for everyone.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no association of sports doctors that make any decisions which are binding on the football leagues, but as already mentioned under item 2 above, the Danish League has entered into an agreement with external partners to ensure that all players and employees of the top two leagues can be tested for COVID-19 infection.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

There have been no reports from the professional clubs about non-payment of salaries to the players or salary deferrals.

In some clubs, agreements have been made with the player squad and other employees to temporarily reduce the salary for a specified shorter period without, however, reporting the level of such reduction.

6. Do clubs negotiate with players, individually?

Please see under item 7 below.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

Throughout the coronavirus crisis, the Danish FA, the Danish League and the Danish Professional Footballers Association have been constantly liaising with each other.

Once it became clear that it would not be possible to complete the ongoing tournaments by the end of June 2020, the Danish League and the Danish Professional Footballers Association – in their capacity as parties to the collective agreement – initiated the bargaining process with a view to reaching a solution to various contractual problems in this context. This is especially true for players whose contracts expire before the end of the ongoing tournament.

On 15 May, the parties agreed that the clubs would offer all players with contract expiry on 30 June 2020 a renewal of their contracts until 31 July 2020, offering all players the opportunity to finish the tournament in their current clubs.

In exceptional cases, for instance where a player has agreed to join another club on 1 July 2020 and does not wish to renew with his current club, attempts will be made to resolve such issues through direct negotiations between the club and the player in cooperation with the Danish League and the Danish Professional Footballers Association.

8. *Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?*

Force majeure is a recognised principle of Danish law which implies that a party to a contract will not be liable for any failure to perform its contractual obligations if the performance of the obligations is rendered impossible by the occurrence of extraordinary events which the party concerned neither could nor ought to have foreseen, prevented or resisted. Typical examples of force majeure events are outbreak of war, riot, embargo and natural disasters.

In general, the threshold of seeking to rely on force majeure is very high, and the burden of proof lies with the relying party. If a party to a contract seeks to rely on the occurrence of a force majeure event which terminates or suspends the party’s contractual obligations, the party must notify the other party hereof as soon as possible.

There are no apparent examples of Danish clubs that have sought to rely on the force majeure clause as an excuse for deferring or cutting players’ salaries.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

There are no signs of any official reaction from either the Danish FA, the Danish League or the Danish Professional Footballers Association to the FIFA Guidelines on Coronavirus. However, the bargaining process initiated regarding the expiry and commencement of player contracts mentioned under item 7 above, are in line with the FIFA guidelines.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters;

The broadcaster holding the rights to broadcast the largest number of games from the best Danish football leagues had announced that there would be no payment of “TV money” to the Danish League and the clubs as long as there were no games to broadcast.

Moreover, broadcasters had reserved the right to claim the repayment of amounts previously paid to the extent that advance payment had been made for services which could not subsequently be provided. In this connection, the Danish League had announced that it expected to make up for lost games so as to ensure that the full amount from the broadcasters was paid. However, these discussions became irrelevant with the resumption of Danish professional football.

b. Sponsors

No information has been published about the individual clubs’ negotiations with their own sponsors and partners.

It is clear, however, that the clubs are currently taking great strides to try to convince sponsors etc. that they are able to “deliver” in a different way than originally assumed at the conclusion of the agreements.

The assessment is that the vast majority of sponsors and partners are trying to contribute to solving the problem in close cooperation with the clubs.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Due to the partial lockdown of Danish society since mid-March, the volume has been significantly reduced in the past period.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Information about insolvency proceedings involving Danish clubs’ participation in the best Danish division for men and women has not been provided at this point in time.

It is beyond doubt, however, that the financial implications for the clubs are severe, and the Danish League has therefore decided, among other measures, to adjust the formal financial requirements for obtaining a club licence for participation in the best leagues during the

2020-21 season, including the requirement for the auditor to provide a going-concern statement in connection with the submission of the licence application documents.

GREECE

By Penny Konitsioti⁸²

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

Due to the conditions that arose from the spread of COVID-19 and the measures to limit its spread, the Hellenic Football Federation (“HFF”) has imposed a temporary suspension of all training and games, both amateur and professional, as of 13 March 2020.

Since then, the Greek Super League’s (professional category) training activities restarted on 18 May 2020 but with restrictions, while it was later decided to restart ‘Play Off’ and ‘Play Out’ games in the Super League during the weekend of 6-7 June 2020. Regarding amateur categories, the HFF decided to permanently suspend all amateur championships and the responsibility cup for the organisation of the EPS, as well as the 3rd National Division of HFF for the period 2019-2020.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing)

On 17 May 2020, the Greek government decided that the athletes return to team training, as well as the operation of all open and closed sports facilities with their use exclusively to cover training needs (only individual training, without contact or group exercise) by athletes of clubs, Sports Athletes Departments (T.A.A.) and Societes Anonymes (SA) (professional and amateur categories) aged thirteen (13) years and over (born before 31.12.2007) under the following terms and restrictions:

a) Pre-training medical control of all athletes meaning that prior to training activities athletes shall provide a medical certificate stamped and signed by a doctor verifying that they are clinically healthy. In cases where an athlete has already suffered from COVID-19, his medical examination shall be made by a cardiologist as the virus may cause heart damage. Some clubs also measure players’ temperatures before entering the premises.

b) In every establishment there shall be a list for incoming and outgoing athletes to facilitate the tracking of potential virus outbreak cases.

c) For the first period, training shall have a duration of approximately one hour. To prevent crowding of incoming and outgoing athletes a gap of 20 minutes of every training group is suggested so as to give time for disinfection of the facilities.

d) Coaches shall prepare training so all athletes can maintain safety measures such as adequate dispersal of athletes on the field, avoiding contact and only using the individual equipment of each athlete and in case of training with group athletes is required, it is recommended that the compositions of the different groups remain stable and alternate. Greater security measures must be maintained between sports and the social distance between athletes. For that reason,

⁸² Penny Konitsioti Law Office, Greece. Email: pennykonitsioti@gmail.com.

for soccer courts stadiums 11 x 11 only 60 athletes are permitted (indoor and outdoor area), for stadiums 7 x 7 30 athletes (indoor and outdoor) and for stadiums 5 x 5 20 athletes (indoor and outdoor) will be allowed.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

According to the current decision, the Super League activities starting at the weekend 6-7 June 2020 will take place at the same locations as before.

Regarding amateur categories, as already mentioned the HFF decided to permanently suspend all amateur championships and the responsibility cup for the organisation of the EPS, as well as the 3rd National Division of HFF for the period 2019-2020.

For all national and local amateur categories, the rankings are valid as of the date of suspension of the championships. The leaders of the first local categories will be promoted to the third national category of the period 2020-2021.

With respect to promotion, in case of equal teams, the provisions for the Regulations for Football Games apply.

After the ratification of the scores, the Football Associations have the right to amend their announcements, based on the provisions of the recent amendment of the Deputy Minister of Sports. The final decisions for the Third National league will be taken after a new presentation by the organising committee.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

There is a specific expressed guide that in case there is a health reason either in relation to all, athletes, coaches or to a member of their family belonging to a “vulnerable group” to avoid and refuse returning to training/playing activities.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The Greek Government decided a list of employees to receive the amount of €800 as compensation allowance for March. Initially the list was short and did not include Societe Anonymes Football Clubs and was only for football players hired with the electronic system named “ERGANI”. So far, Societe Anonymes are not entitled to this allowance.

Generally, the government decided that employees, whose employment contracts continued to be suspended, while employers will not reopen on May 2020 by order of a public authority, are also entitled to a special compensation allowance of €534 for May 2020. This special purpose compensation is unrestricted, tax-free and is not offset by any debt.

Furthermore, the government announced the invalidity of any termination of an employment contract.

Regarding businesses/employers who are either significantly affected and have suspended the employment contracts for part or all of their employees or are reopening, after the lifting of their suspension by public order, may extend the suspension of their employees' employment contracts which have already been suspended, up to 60% of them.

The extension period is a maximum of 30 days and, in any event, cannot extend beyond 31 May 2020. Businesses/Employers who make use of this right are obliged, after the expiration of the period of suspension of employment contracts of their staff, to maintain for 45 days the same number of jobs and with the same type of employment contract (full or part-time or part-time contracts). The same number of jobs does not include voluntary retirees, retirees due to retirement, as well as fixed-term employees whose employment contracts expire during the above 45-day period. Also, businesses/employers in the private sector who are reopening after the suspension of their operation by order of a public authority, pursuant to the relevant provisions concerning the consequences of the risk of dispersal of COVID-19, may continue to suspend employment contracts for at least 40% of their employees.

Additionally, the Minister of Sports, in collaboration with the Ministry of Labour, has implemented a program with the Unemployment Office (OAED), which directly strengthens the staff of their facilities with 249 people who will contribute to the coverage of emergencies and in addition, another 350 gymnasts are available in 147 Municipalities of the country.

From Tuesday 18 May until Monday 24 May, 1,307 Associations, which have the Special Sports Recognition, from all the administrative districts of the country, entered the pre-registration platform of sports amateur clubs and started the procedures for submitting their application to " Register of Sports Associations ". It is also important to note, as the pre-registration of the amateur clubs is connected with the planned measures of their support, from the pandemic of COVID-19, to the restart of the amateur sport.

Support measures will be activated after the relevant documents have been verified by the competent services of the General Secretariat of Sports. Until 5 June 2020, the unions must have entered the pre-registration platform and created their relevant account, entering the basic information (union name, chairman and board members). The deadline for submitting their application for registration is 30 June 2020, as it is time consuming to issue certain supporting documents from the Courts of First Instance and the Regions, due to the restrictive measures for the COVID-19. Finally, regarding state funding, the first instalment has already been paid to the sports federations, amounting to 8.7 million euros. Payments began in late February and have been completed. For the financial support of the sports federations, the government utilizes the "CHILON" program, on the basis of which has already evaluated them, with absolutely measurable and objective data and to which all the sports federations have agreed. The government recognises the difficult economic situation in which the sports federations are in due to the pandemic. That is why is planning, in the middle of the summer, the payment of the second instalment with which 90% of the total foreseen grant for the sports federations, which amounts to approximately 18 million.

On 30 May 2020 a new Legislative Act (n. 4690/2020) was enforced, relating to employment and taxation measures due to pandemic crisis. Article 31 establishes a mechanism for

strengthening employment "Syn-Ergasia" (cooperation), for which the cost of implementation is covered by the state budget and/or by European resources.

Furthermore, Article 37 of this new legislative act also provides for the extension of suspended employment contracts for the months of June and July 2020, subject to conditions.

b. The Federation and/or the League (common funding? Others?)

The HFF has announced the following relaxations to football clubs affected by COVID-19:

- a) First, **payments due from clubs to the HFF have been suspended** until 30 August 2020, due to the conditions and the uncertain situation that currently prevails in football. The decision means that the HFF will stop receiving money from professional football related to disciplinary fines, percentages of television rights, transfers, etc.
- b) Second, **appeals brought by players against clubs pursuant to the Greek Regulations on the Status and Transfer of Players (KIMP)** have been suspended until the end of June 2020. This means that players will not be able to appeal before the competent judicial bodies until 30 June 2020 in the event that the terms of their contracts are not respected by football clubs.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

Please refer to responses to question 2 above. In relation to the pre-training medical control of all athletes, athletes are required to provide medical certificate stamped and signed by a doctor verifying that they are clinically healthy, before training.

In case an athlete has already suffered from COVID-19, he/she is required to undergo a medical examination by a cardiologist, given that the virus may cause heart damage.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

We noticed different approaches from the clubs as most suspended payments of salary for March and April and some others are still not paying the football players due to economic default.

6. Do clubs negotiate with players, individually?

There are already individual negotiations taking place between the football clubs and the football players for current salaries as well as for next season's salaries regarding contracts not expiring on 30 June 2020.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

According to recent announcement the Football Players Union (PSAP), after evaluating, with all seriousness and responsibility, the proposals of the Super League, ended up not accepting them. The position of PSAP is not to accept a real reduction of 83% on the instalments of the

contract of each footballer for the period of March - June 2020 as proposed by the Super League Clubs following many teleconferences of the union with the leaders of football clubs of the Super League.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

According to the Greek Civil Code, which is applicable to all contracts, including employment contracts of any kind, 'force majeure' is defined as:

- c) extraordinary events, completely extraordinary and irresistible, which are not due to the action of the obligor or fall under his action cycle, but that are impossible to prevent even with extreme diligence measures, or
- d) unpredictable events, which could neither be predicted at the time of concluding the contract, nor humanly possible to foresee their execution.

Force majeure absolves an obligor from fulfilling his obligations, if he/she is unable to do so, based on the principle that "no one is obligated to the weak" (*impossibilium nulla obligatio est*).

Natural disasters, such as earthquakes, wars, and turmoil, have been considered "extraordinary events" even if they occur on the outside the territory of Greece, such events nevertheless affect the contractual relationship under consideration (for e.g. the global oil crisis after the war between Israel and Egypt, revolutions and coups, as well as the epidemic, but much less the "pandemic").

"Unforeseen events" include, for example, the amendment of existing legislation, the amendment of a principle of authority (law, administrative or judicial act), the unavoidable order of authority, and even state interventions that impose new obligations or impose restrictions (prohibitions) and limits.

The crisis in this case of the coronavirus pandemic is a social event that affects the population en masse, altering the living conditions and response of each person to his obligations. It falls within the scope of the "emergency".

To bring a successful *force majeure* claim/defence, a debtor he must (specifically) invoke and prove that:

- a) a specific unforeseen event has occurred outside his sphere of influence;
- b) this fact has impeded or delayed the performance of the contract by him; and
- c) the appellant has taken all the appropriate measures to avoid or mitigate the event and its consequences.

In fact, the latter obligation arises from Article 288 of the Greek Civil Code, according to which the parties are obliged to provide all necessary assistance for the purpose of fulfilling the contract.

The successful application of *force majeure* may result in, among other things, the suspension of the performance of a contract, the temporary release of a debtor from his obligations, the adjustment of price or rent, as well as the suspension of time limits for the exercise of claims.

Furthermore, it may even justify the final dismissal of a debtor, termination of a contract or withdrawal from it, especially when the force majeure situation is extended beyond a reasonable period of time.

A third way to resolve the above issues can be found in Article 388 of the Greek Civil Code on the unexpected change of circumstances.

Pursuant to this provision, if the basis on which the parties entered into the contract has changed due to unforeseen, extraordinary reasons resulting in an excessive burden upon a debtor, the court may, at its discretion (and upon the request of the debtor), reduce the consideration to the extent appropriate and/or decide to terminate the contract in full or to the extent that it has not yet been performed.

In conclusion, the difficult times we are going through require drastic solutions, especially in relation to the issues arising from the suspension of economic activity.

The legal avenues presented are likely to be the best way to resolve the problems that arise. In any case, however, the first solution to the above issues should be to approach the parties and their cooperation, in order to find mutually acceptable solutions for the benefit of both parties, based on good faith and good morals that should manage the transaction activity in general.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

Not at the time of writing.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

a. *Broadcasters and Sponsors:*

According to the current television data of the 14 teams in the Super League, Olympiacos, Aris, AEK, Asteras Tripolis and OFI have contracts for next year with the broadcaster Nova.

The club Larissa is currently negotiating its broadcasting contract, having already started discussions with the subscription channel for the next season.

Panionios has a contract for 1 + 1 year, but is "uncertain" at the moment, as it currently sits at the bottom of the league table, as to which division it will be competing in next season.

As for Atromitos, Xanthi, Lamia, Panaitolikos, the broadcasting rights of whom are owned by ERT – the Hellenic Broadcasting Corporation, their contract expires at the end of this season and ERT has already clarified that it does not intend to renew its contract.

Finally, PAOK has its own production - PAOK TV, from which it shows its games.

In the Super League 2 (second division), PAS Giannina, Apollon Athens, Levadiakos have a contract with ERT with annual earnings of €600,000 each, while Chania also has a contract for a year amounting to €340,000.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

As mentioned in response to question 2b above, appeals under the Greek Regulations on the Status and Transfer of Players remain suspended until 30 June 2020.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

As of today, no football club nor related bodies have announced the commencement of (or being involved with) insolvency proceedings as a result of the coronavirus.

THE NETHERLANDS

By Laurens Korbee and Kevin van den Oetelaar⁸³

- 1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?***

Both professional football leagues (i.e. the ‘Eredivisie’ (Dutch premier league) and the first division) matches are cancelled. The Royal Netherlands Football Association (KNVB) announced that for the 2019-2020 season no champions will be proclaimed. Neither relegation nor promotion will take place and European club football places will be distributed according to the current place on the ranking. A few clubs have initiated a summary proceeding before a Dutch civil court, in order to enforce promotion to the Dutch premier league. However, their claim was rejected.

No matches will be played (with or without an audience) until at least 1 September 2020.

Regular training sessions have been resumed, provided that the 1.5-meter social distancing rule is adhered to.

The amateur leagues have also all been cancelled. No final standings have been drawn up, and neither will promotion or relegation will take place. The training sessions for amateurs have also been resumed, again provided that the 1.5-meter distancing rule is adhered to (for children till the age of 12 no such rule applies).

- 2. Has the Government/Federation/League adopted measures relating to:***

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***

Training sessions have been resumed whereby the social distancing norms must be observed.

- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

The season 2019-2020 has been definitively cancelled by the KNVB. If and when season 2020-2021 will start is not yet determined.

- 3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?***

⁸³ Legal Counsels of the Dutch Federation of Professional Football Clubs (FBO), the employers’ organisation in Dutch professional football. Contact details: laurens.korbee@fbo.nl and kevin.vandenoetelaar@fbo.nl.

No, in principle players/coaches/staff do not have that right. The employee may only interrupt his/her work for the duration of the real danger. For example, if a colleague with a cold is showing up at work, or when the employer is taking insufficient precautions. 'Fear' as a reason to interrupt work is generally not enough.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

Since 6 April 2020, the government has mandated that all businesses that suffer from a revenue decrease of at least 20% over three consecutive months, when compared against 25% of the average revenue of 2019 (i.e. the average revenue of 2019 divided by 4), and comply with all the conditions of this (emergency) measure are eligible for relief from the government. Pursuant to this relief program, the government will reimburse up to a maximum of 90% of the company's wage bill, depending on the loss of turnover (the so-called 'NOW-regulation'). This measure however only applies to salaries up to €9.538 per month and for this reason, the NOW-regulation does not fully cover the company's wage bill for several professional football clubs.

As of 1 June 2020, the NOW-regulation is extended with 3 months. The new regulation, the so-called 'NOW 2.0', differs on some points from the initial NOW-regulation. For example, to be eligible for the NOW 2.0, employers have an effort obligation to encourage their employees to request development advice or to receive training in order to keep their work.

b. The federation and/or the league (common funding? Others?)

An emergency fund of €11 million has been set up by the Royal Netherlands Football Association ("KNVB"), Dutch internationals and the ING bank (main sponsor KNVB) which will be shared 50/50 between the professional clubs and the amateur clubs. The professional clubs still receive their share regarding the TV rights, notwithstanding the cancellation of the league.

KNVB and its stakeholders are drawing up a plan of how to deal with the COVID-19 pandemic in professional football. This plan addresses, among others, the measures to be taken for the commencement of the 2020-21 season.

The KNVB will furthermore accelerate the provision of funds and suspend the repayments on the loans that some clubs have with the association for six months.

c. Is there any specific position taken by the association of sports doctors? If yes, are the federations bound by such a decision?

Not that we know of.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

Please refer to the answer to question 7 below.

6. Do clubs negotiate with players, individually?

Please refer to the answer to question 7 below.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

On 4 May 2020, the Dutch Federation of Professional Football Clubs (“FBO”) and the players’ unions have reached a historical agreement regarding emergency measures at a collective level for Dutch professional football. Dutch professional football is the first industry in the Netherlands to have reached such collective agreements concerning, amongst others, salary reduction.

The emergency measures include both collective recommendations as well as binding agreements. The collective recommendations apply in principle until 1 January 2021.

It is in this regard important to note that the collective recommendations are, in principle, not only applicable to professional football players but also to other non-playing employees.

Furthermore, these collective recommendations are in fact recommendations which cannot be unilaterally invoked by clubs. Considering the above, negotiations between clubs and its employees are still necessary.

In short, the following collective recommendations are applicable:

- A salary reduction on the basis of a progressive scale, starting from 2,5% for annual salaries above € 25.000, gross per year and rising to a maximum of 20%. It is also agreed that clubs shall take into the account the measures taken by the Dutch government. For example, if the so-called ‘NOW-regulation/NOW 2.0’ (see our answer to question 4a)) covers a part of a player’s salary, the reduction of the salary of this player can only be invoked for the amount that has *not* been covered by the NOW-regulation.
- All (remaining) days of paid holiday leave regarding the 2019/2020 season shall be deemed as taken by the employee;
- The payment of holiday allowance in the 2019/2020 season may be postponed by one month;
- With regard to collective performance-related bonuses, clubs and its employees are recommended to:
 - come to an amicable agreement that reasonably does justice to both the performance achieved, as well as the amount of matches that have been played until the date of the premature termination of the 2019/2020 competition; or
 - instead of the implementation of the aforementioned recommendation regarding collective bonuses, clubs and employees are recommended to implement a salary

reduction regarding the month June 2020, in accordance with the progressive scale as mentioned above.

Furthermore, the following binding agreements have been reached between the FBO and the players' unions:

- The Collective Labour Agreement for Professional Football Players (the "CLA") has been extended, as from 1 July 2020 until 30 June 2023;
- According to the extended CLA, clubs playing in the Dutch First Division (*i.e.* the second highest Dutch league) must employ at least 14 professional football players in the 2020/2021 season and at least 15 professional football players in the 2021/2022 season. As from the 2022/2023 season, these clubs must employ at least 16 professional football players, corresponding to the current CLA regarding season 2019/2020;
- Agreements have been reached regarding holiday allowance in the 2020/2021 and 2021/2022 seasons, as a result of which the holiday allowance paid to professional football players who receive a certain amount of salary shall be lowered or will be deemed to already be included in the player's salary.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

The Dutch legal system recognizes the concept of 'Force Majeure'. However, it is not possible to unilaterally terminate an employment contract despite the existence of a *force majeure* event. In the matter at hand, suspension of salary is not legitimate. Besides, a part of a club's company wage bill is likely to be covered by the government and clubs may try to reach an agreement with its employees regarding *e.g.* a salary reduction (see answer 7).

A lawful reduction of the salary can be an *ultimum remedium* (the last resort) in the event that negotiations on both collective and individual levels do not lead to a fruitful solution. According to the Dutch Civil Code, a unilateral reduction of an employer's salary is only legitimate in case certain strict criteria have been met⁸⁴. It is not clear yet whether and when an appeal to this Article of the Dutch Civil Code may succeed.

⁸⁴ This depends on the following scenarios:

1. If an employment contract provides a written stipulation which gives the employer the right to change a condition of employment (*e.g.* a decrease of salary), the employer is only able to invoke such a written stipulation if the interests of the employer outweighs the interests of the employee, who would have been harmed as a result of this change, on grounds of reasonableness and fairness.
2. If an employment contract does *not* provide a written stipulation which gives the employer the right to change a condition of employment, in short, the following criteria must be met to give the employer the right to change such a condition:
 - Changed circumstances induce the change of (the conditions of) the employment contract;

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

No, not yet. However, trade unions and FBO have reached a collective agreement, in line with the FIFA guidelines.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters;

The professional clubs received their share regarding the TV rights, notwithstanding the cancellation of the league.

b. Sponsors

There are no significant developments. Clubs may negotiate with sponsors on an individual level concerning a possible compensation, renegotiation, etcetera.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

We are not aware of any (ongoing) disciplinary proceedings, probably due to the fact that both the professional football leagues as well as the amateur football leagues have been cancelled.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No.

-
- The proposal of the change of a condition must be reasonable, in the context of all circumstances; and
 - Acceptance of the proposal can in reasonableness be demanded from the employee.

For the sake of clarity, the above-mentioned criteria are just briefly described. And, in general, almost all employment contracts of football players do *not* provide for a written stipulation which gives the employer the right to change a condition of employment.

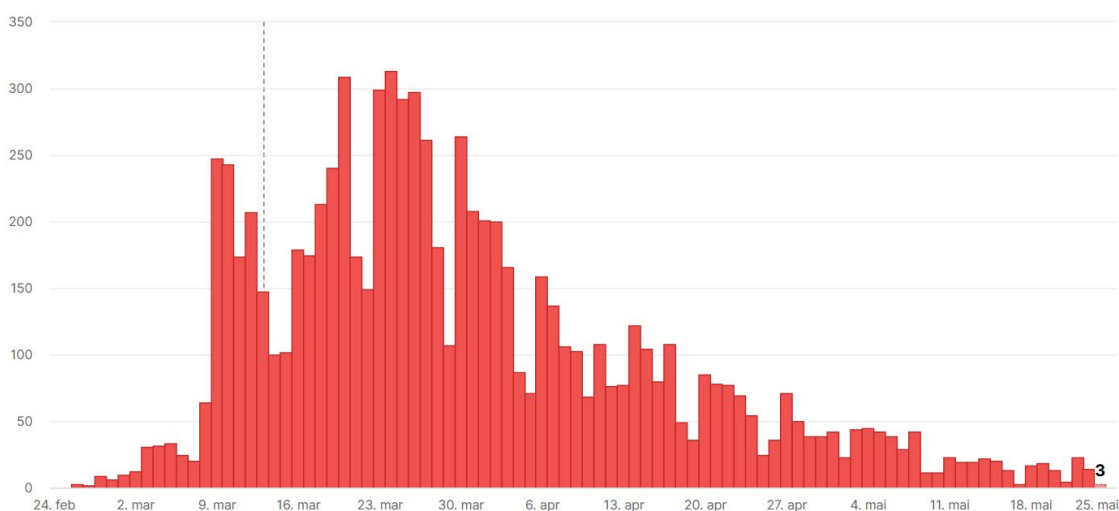
NORWAY

By Ronny-V. van der Meij⁸⁵

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

The Norwegian professional football season (1st and 2nd divisions) was scheduled to begin on 5 April 2020. Lock down measures were imposed early during the outbreak of the pandemic by the Norwegian government. The immediate impact on football was postponement of the professional leagues and a ban on organized training that applied to both professional and amateur sports.

Fortunately, the measures seem to have brought the situation under control as illustrated by the steep decline of diagnosed patients in the graph below: ⁸⁶



As a consequence, the ban on organized training was lifted for the premier division for men. Clubs belonging to the men's premier division has from 7 May 2020 been allowed to organize trainings for up to 20 persons in accordance with prescribed guidelines, first made available to the clubs and later published by the Norwegian Football Federation ("NFF") for the public on 13 May 2020.

Kick off for the championship in the premier division for men is rescheduled to 16 June 2020.

The NFF has, on its official webpage, informed that the strategy to use the men's premier division as a test pilot with the aim to have the second division for men and the premier division for women follow 4 weeks later⁸⁷. This was later shortened to two weeks. Training in the second division for men and premier division for women resumed on 25 May 2020.

⁸⁵ Attorney-at-law and Partner at Stray Vyrje (www.svco.no/en/)

⁸⁶ Source: https://www.vg.no/spesial/2020/corona/?utm_source=corona-widget&utm_term=d6#norge-innlagt-paa-sykehus

⁸⁷ <https://www.fotball.no/tema/nff-nyheter/2020/toppfootballen/>

For the children and youth categories, the Norwegian public health authorities have advised that it will recommend reopening of sports in general on 1 June 2020. The NFF has informed that the aim is to facilitate reopening of activities for said categories shortly after.⁸⁸

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

The Norwegian Football Federation has published a handbook to its members to help ensure that activities of the clubs are conducted in accordance with the recommendations of the Government.⁸⁹

The handbook is detailed and the applicable guidelines varies between the categories.

The general guidelines are as follows:⁹⁰

- i. One person shall at all organized training be defined as responsible to safeguard that the governments anti infection rules are followed.
- ii. There shall be maximum of 20 players (10 in the ages between 6 – 9 years) per group. A leader shall be present in each group to ensure the governments anti infection rules are followed.
- iii. A distance of one meter or more shall be kept, both within the group and other groups. This also applies at arrival to training and separation in groups.
- iv. Activities where the players competes for the ball or is in physical contact with each other are not allowed.
- v. Heading and touching the ball with hands is allowed.
- vi. The ball shall be cleaned between each training.
- vii. Cones and other equipment shall be cleaned before and after each training.
- viii. Shared wardrobes shall not be used.
- ix. Good hygiene routines must be ensured during the activities with Antibac available and routines for thorough hand wash before and after the activity.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

The plan for return to competition is still a work in progress. At this stage, the first games for the men's premier division have been scheduled. These will be played without audience and games between teams that are geographically close will be played first. The clubs have been

⁸⁸ <https://www.fotball.no/tema/nff-nyheter/2020/apnes-for-vanlig-fotballtrening-fra-15.-juni/>

⁸⁹ <https://www.fotball.no/tema/nff-nyheter/2020/fotballens-koronahandbok-er-klar/>

⁹⁰ Authors unofficial translation, the handbook is at the official webpage of the Norwegian Football Federation: <https://www.fotball.no/tema/nff-nyheter/viktig-informasjon-vedrorende-koronavirus/fotballens-koronahandbok/#178088>

divided into four regions and the teams within the regions will play home and away in the first six rounds.

The plan of the professional leagues is that all matches will be played. This means no shortening of matches played and potential timely prolongation of the competitions compared to an ordinary season.

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

In Norway legal provisions are in place to protect players, coaches and staff as employees under national labour law.

There is no specific regulatory framework in place for employees in the sports sector. These are, as other employees, protected through the mandatory provisions of the Labour Law Act as interpreted and supplemented by principles developed in jurisprudence and theory.

As a general rule, an employee cannot refuse to show up at work based on a subjective perception of infection risk.

Should there, however, be a risk for infection based on an objective criteria at the club in question (or the employee have specific risk factors in the family), the employee may have right to refuse going to work. This could for instance be the case if there is an outbreak or legitimate suspicion of an outbreak at the club. The same can be assumed to apply if the employee belongs to a category that is particularly exposed risk infection from the virus.

Under Norwegian labour law, the matter would be assessed on a case-by-case basis. Should there be objective risk factors present, it can be assumed that the employees of football clubs will have a right to keep away from their workplace acknowledged. The stakeholders in the Norwegian football market has had a responsible response to the crisis, hence, should objectively risk factors be present, it is unlikely that a club will try to force an employee to return to work.

4. *What are the specific measures taken by:*

a. *The Government (unemployment benefits foreseen for workers in general? Other specific measures?)*

The government has issued several regulations under a law named the Corona Act. The Corona Act has served as legal basis for the issuance of 7 specific regulations from the Government. In addition, the government has also issued 13 regulations based on another law called the Anti-Infection Act.

Within football, the expansion of the employers right to use temporary layoffs (with corresponding compensation of at least a portion of the employees salary up to EUR 54,946

per year for 18 days) has created academic discussions within the football industry in Norway.⁹¹

In the absence of actual sports to cover, the doors opened for sports law discussions in the tabloid press and the hunger for action created topics like “Give us a trial!”⁹²

Initially, there were collective discussions between the Professional league (the Clubs) and the Norwegian players union (NISO).

The first legal question pertaining to the use of temporary layoffs was if the measure is an applicable remedy available to the clubs with a challenging economic situation. During the discussions some clubs sent notification to players that they would be laid off temporarily. At the time notification was sent, it was questionable whether or not the clubs had suffered an actual income loss. It could also be questioned if the alleged economic challenges of the clubs was caused by the outbreak of the Corona pandemic.

In the collective discussions NISO accepted that clubs could make use of temporary layoffs, provided that the clubs accepted that a temporary laid of player could resign and become Bosman players within 14 days. The latter consequence of a unilateral decision by an employer to temporary layoff an employee is prescribed by the wording of the Labour law Act § 15-3 (9).

Despite a solution being provided by the wording of the Labour law act § 15-3 (9) consensus in the collective discussions was not reached. Therefore, the matter was left to discussions amongst employers and employees at club level.

Some clubs chose to use temporary layoffs as a remedy to mitigate the expected economical impact of the crisis. Other clubs made use of partial temporary layoffs (the percentage of the position laid off has been assumed to be of relevance for the applicability of the employees right to resign in the jurisprudence of Norwegian courts). Finally, other clubs chose to adhere to their obligations to pay salary as agreed to in the player’s contract.

Significant dismay with clubs that temporary laid of players were expressed by NISO and players belonging to squads where temporary layoffs was used, but the question was not challenged legally before the training ban was lifted and the players were called back.

b. The Federation and/or the League (common funding? Others?)

The Minister of Culture has in the media promised compensation to clubs for shortfall in income due to restrictions on events. Details about the compensation was informed to be released at the end of May 2020.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

⁹¹ See more detailed info from the Norwegian players union: <https://www.niso.no/post/regarding-layoffs-unemployment-benefits-and-other-information>

⁹² <https://www.vg.no/sport/i/2GAMpv/striden-om-permittering-gi-oss-en-rettssak>

Public health authorities provide binding regulations and guidelines applicable to sports in general and football in particular, see pt 2 a).

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

All clubs in the premier division have now called back their players.

Breach of contract in the form of delayed payment of salaries – save for the use of temporary lay offs - has not been reported publicly so far.

6. Do clubs negotiate with players, individually?

Yes, see answer to question 4 a).

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

Negotiations yes. Formal agreements no. See answer to question 4 a).

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

8.1. The standard players contract of the Norwegian Football Federation

Force majeure is a recognized concept under Norwegian contract law. The content of the principle and application will depend on the contract type and the business area the contract aims to regulate.

The standard players contract of the Norwegian Football Federation does not contain a force majeure clause. However, the contract makes reference to the RSTP and contains an annex with selected articles of the RSTP.

The concept of force majeure as developed in jurisprudence from FIFA DRC and CAS may therefore be relevant for interpretation of the standard players contracts in Norway as long as the result does not conflict with mandatory national law.

8.2. Contractual stability and exceptions under Norwegian Law

The general principle under Norwegian contract law corresponds to the bearing principle of RSTP art 13, namely, *pacta sunt servanda* (i.e. a contract duly and properly concluded between the parties must be kept, and non-fulfilment of the respective obligations is a breach of that contract.)

That contracts shall be respected and kept as agreed has been the parties is the general rule was codified already in 1687, through the act NL 5-1-2.

As exceptions to the general principle, it is recognised that unexpected and severe circumstances distorting the balance of the contract may affect the:

- i. the validity of the contract
- ii. interpretation of the contract
- iii. the enforceability of the contract.

Force majeure is one concept that can influence placement of risk for unexpected circumstances in a contractual relationship although. In Norway *force majeure* is typically found in contracts or acts where there is a risk that a good or service being delayed. The function of the principle will usually be to relieve a debtor of risk for contractual sanctions due to breach of contract if force majeure can be demonstrated as cause of the delay.

Under Norwegian Law the general contractual principles of force majeure therefore do not directly influence questions pertaining to the validity of the players contract, its interpretation or enforceability without the reference to the RSPT.

Another provision that can provide relief for a party when unexpected external factors distorts the balance of a contract is the Agreement act § 36. This provision allows Norwegian tribunals to modify or set aside content of contracts that it would be “unreasonable” to enforce. This provision is usually applied to benefit consumers in contract with professional parties. It is therefore hard to imagine this provision being applicable to relieve a football club (as the professional party of the contract) if its salary obligations to a player.

What both the concept of force majeure and the Agreement Act § 36 can provide though is policy considerations. Policy considerations is a term frequently used in Norwegian theory on sources of law used to describe a category of various considerations to which a judge gives weight in determining whether the result in a legal controversy would be just or reasonable. In this sense such considerations have similarity to rules of equity known from common law systems. However, the authorisation of such a source of law as relevant is a peculiarity in the Norwegian legal system⁹³.

In this sense, the legal rationale of both the contractual concept of force majeure and the Agreement Act § 36 can provide arguments in a dispute under Norwegian law that resembles the concept of force majeure as developed in FIFA DRC and CAS practise. This will be illustrated through a brief elaboration on reference case of the matter in Norway, namely the Supreme Court case Notodden FK vs Hakala & Reinertsen⁹⁴.

8.3. *Notodden FK vs Hakala & Reinertsen*

Last time many Norwegian football clubs experienced income loss due to external factors was during the financial crisis. Some clubs cut cost through termination of players contracts which gave rise to a debate between clubs and players about whether or not economic struggle could justify termination of players contract under Norwegian law.

⁹³ Cfr. International sports law journal 2009 1-2 editions page 54 (article: Players’ Agents and the Regulatory Framework on Corruption in International Sports Law”)

⁹⁴ Case Reference: Rt. 2012.168

Three players contested the termination with support from the players association. A case between one club and a player was settled amicably, whereas the disputes between the club Notodden FK and the Players Terje Reinertsen and Jukka Hakala ended up in court and was finally ruled upon by the Norwegian Supreme Court.

The fundamental question of the case was whether or not such income loss gave valid grounds for termination of the players contract and chapter 15 of the Norwegian labour law Act.

In the case, the club alleged that the termination was legal with reference to chapter 15 of the Norwegian Labour law act. Whereas, the position of the players was that the players contracts could not be terminated before the expiry of the contracts. In the players view a right to termination for the club could not be sustained by reference to the Norwegian labour law act, nor by way of interpretation of the standard players contract of the Norwegian football federation.

The court of first instance the court ruled in favour of the club and based its decision on of the Labour law act § 15-7, coinciding with the club that its economical situation constituted “valid grounds” justifying for termination of the labour relationship.

However, the case was to the appellate court. At the appellate court the players won and the Supreme Court later upheld the result of the appellate court.

As to the reasoning, the Supreme Court based its ruling on an interpretation of the standard contract of the Norwegian Football Federation, not § 15-7 of the Labour law Act.

In its ruling the Supreme Court *inter alia* held that in order to be admitted terminating the contract the club had to document:

- i. Significant weakening of the clubs economy
- ii. That the documented weakening of the clubs economy was compared to realistic budgeting
- iii. That the club was not aware of the potential income loss in sponsorship when it entered into the labour contract.

Assessing the facts of the case the Supreme court held that the club was aware that the sponsorship income could be reduced and concluded that the termination of the players contracts was unlawful.

The standard players contract of the Norwegian Football Federation was changed after the ruling. Therefore, the transfer value to a hypothetical case where the impact of the Corona virus is alleged as grounds for termination is limited.

What can be observed is that the criteria applied resemble typical elements of a force majeure assessment when the Supreme Court for instance holds that the club could not rely on circumstances it was aware of. To the extent general deductions can be extracted from the case it is probable that a realistic budget for a football club must reflect risk of fluctuations in income due to external factors. According to the premises of the Norwegian Supreme Court this include risk factors the club can have influence on but not control of, such as for instance relegation and sponsorships. Most risk factors and significant revenue fluctuations are part of

the game under the European Model of Sports. The threshold for termination of players contracts in Norway can therefore be assumed to be high.

Under the current situation a club should therefore expect to be required to fulfil its contracts with committed salary level during the Corona pandemics as long as the impact does not become significantly more severe than the outlook is today.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

Not to my knowledge.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters;

In Norway, Discovery holds the broadcasting rights to the premier and second division for men.

The agreement provides a revenue of approximately EUR 36,600,000 per year and is one of the main income sources for Norwegian clubs.

Negotiations are ongoing. At the time of writing, the parties have agreed payment throughout May 2020.

b. Sponsors

In general, a climate of solidarity appears to be the general attitude amongst all stakeholders of Norwegian football. That agreements will be renegotiated or terminated as a result of the virus impact of the economy of sponsors must be expected, but there has to my knowledge not been report of disputes related to such agreements.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

All areas of life is affected, including proceedings at ordinary tribunals as well as decision-making body of sports.

Anti-doping work and testing has also been reduced⁹⁵.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Not yet.

⁹⁵ <https://www.antidoping.no/nyheter/COVID-19-og-antidopingarbeidet-i-norge>

POLAND

By Maciej Bałaziński⁹⁶ and Karolina Letniowska⁹⁷

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

The first decision of Polish Football Association ('PZPN') to suspend league competitions in Poland was taken on 12 March 2020, where matches in the 3rd division and lower leagues were held off. At the same time, PZPN expressed its hopes to complete the games of the higher leagues according to the regular schedule.

Only a day later, following consultations with the football clubs, it was decided that all other official football competitions, i.e. Polish Championships, games of the top league – Ekstraklasa, as well as of the 1st and the 2nd league, shall be suspended with immediate effect. Simultaneously, team trainings within the football clubs have been stopped.

It was at this point that the board of Ekstraklasa, in collaboration with PZPN, has established Working Groups (legal, medical, financial) with the aim to elaborate a safe, gradual exit plan containing measures enabling the clubs to return to trainings and subsequently to official competitions. Another important task of the Working Groups was to tackle the issue of potential season delay/termination from a legal perspective.

So far, football clubs participating in Ekstraklasa, 1st and 2nd league have all recommenced their team trainings. After another round of testing to be performed in late May 2020, due to its satisfactory results, the official football competitions recommenced as scheduled:

- quarterfinals of Polish Championships took place on the 26-27 May,
- Ekstraklasa recommenced on the 29 May,
- 1st league recommenced on 2 June and 2nd league on the 3 June.

It was originally planned that all resumed games shall take place behind closed doors. However, it has recently been decided by the Polish government after discussions with PZPN that starting from 19 June 2020 spectators shall be allowed to enter the stadium. Nonetheless, strict social distancing measures shall be observed and the number of spectators cannot exceed 25% of the maximum capacity of each stadium.

Regarding women's football competitions, PZPN has decided on 3 June 2020 that the Polish Women's Championships shall recommence with semi-finals on 20 June 2020. At the same time, competitions of Ekstraliga (main division), 1st and 2nd league are officially terminated. The decision on the 3rd league is to be taken after additional consultations with Regional Football Associations hosting the games.

As far as other games are concerned, it has been decided that the 3rd and lower leagues, Futsal and Junior competitions (men's and women's) are to be terminated and the current classification is to be deemed final.

⁹⁶ Attorney-at-law licenced in Poland specialized in sports law, Founding Partner of the legal office Kancelaria Prawna Maciej Bałaziński i Współpracownicy, arbitrator at Court of Arbitration for Sports (CAS) in Lausanne.

⁹⁷ Attorney-at-law trainee working in Kancelaria Prawna Maciej Bałaziński i Współpracownicy, LL. M. at the University of Gdańsk, LL. M. in Sustainable Development at the University of Milan.

2. Has the Government/Federation/League adopted measures relating to:

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or**

As indicated above, immediately after suspending all official football competitions in Poland, the board of Ekstraklasa has established Working Groups in order to elaborate measures enabling associated football clubs to return to team training. After a month of intensive preparations, the Ministry of Sports has approved the exit plan, containing progressive steps to be taken in a month-span in order to recommence the games of Ekstraklasa. Similar measures have been designed for the 1st and the 2nd league by the PZPN Medical Group.

In the meantime, as part of its aid package described below, PZPN has decided to fund the testing programme for the core staff of the clubs participating in Ekstraklasa, the 1st and the 2nd league in order to promptly and safely recommence group trainings. In this purpose, each club could indicate up to 50 people among its players and team staff to be isolated in a 14-days quarantine and subsequently tested in the first days of May. Until 9 May 2020, all clubs got a green light to relaunch their regular team activities.

Another round of testing has been executed on 27-28 May 2020, and due its satisfactory results, the official games were recommenced in the days that followed.

- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?**

Following the decision to resume official competitions, the Working Groups has prepared a set of rules regarding the organization of remaining matches of Ekstraklasa in the 2019/2020 season. These rules can be summarized as follows:

- matches take place behind closed doors – only the staff necessary for the proper organization of games is allowed to be present in the sports facility in which the match takes place (up to 200 persons),
- everyone is obliged to cover their mouth and nose, except for the players and referees during the warm-up and game,
- sports facilities are to be divided in 4 separate zones: one for the players and the coaching team (including the pitch and changing rooms), one for the TV press, one for other press representatives and other staff necessary for the proper organization of the game, and the last one including the remaining interior and exterior surface of the sports facility,
- the abovementioned zones can cross or overlap in no way.

However, as indicated above, it has recently been decided by the Polish government in collaboration with PZPN that starting from 19 June 2020 spectators shall be allowed to enter the stadium, up to its 25% capacity.

- 3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members**

of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

As a general rule, players, coaches and staff are obliged to return to all sports activities once they are permitted again by law. There is no specific legal provision authorizing them to refuse a return to training/play if they believe that it poses a threat to their health and safety. Only by way of exception, players and training staff would be permitted to refuse to participate in sports activities if clubs blatantly breach necessary safety rules.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

In principle, there are no government aid measures designed specifically for the football industry. However, football clubs and collaborating entities can apply for the general benefits foreseen in the so-called 'anti-crisis shield' for entrepreneurs, self-employed and contracted parties. Such benefits include:

- temporary exemption from social security contributions,
- subsidisation of employee's salaries,
- loans for micro-entrepreneurs,
- subsidies for micro-entrepreneurs, self-employed and contracted parties.

Interestingly, this government programme does not contain any benefits that can be applied for directly by the employees (*sensu stricto*).

b. The Federation and/or the League (common funding? Others?)

PZPN has reacted to this new, extraordinary situation remarkably promptly. Already on 27 March 2020, i.e. 2 weeks after suspension of official competitions, PZPN has introduced an abundant aid package dedicated to associated football clubs, amounting to over 116 millions Polish zloty. The package includes:

- additional funding for clubs participating in Ekstraklasa, 1st, 2nd and 3rd league, both in the season 2019/2020 and 2020/2021,
- additional funding for the women's football development plan,
- increase of bonuses for teams participating in Polish Championships,
- total exemption from fees for participation in 3rd and lower leagues as well as in Junior competitions.

In addition, the aid package introduced the deferral of payment of licensing obligations for the purposes of clubs licencing procedure for the 2020/2021 season.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

Polish Society of Sports Medicine did recommend refraining from exercising precautionary examinations in polyclinics but did not take any specific position with regard to organisation of football trainings/competitions. However, the PZPN Medical Group has taken an active role

in designing the recommencement plan of the games of Polish Championships, as well as the 1st, the 2nd and the 3rd league.

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?*

As a matter of fact, the vast majority of football clubs in Poland undertake measures in order to reduce and/or postpone payment of remuneration due for the period of work stoppage caused by the pandemic. The clubs currently participating in the games of Ekstraklasa have been put in a considerably favourable situation, since the Supervisory Board of Ekstraklasa has adopted a resolution allowing the clubs to reduce the players' remunerations by 50%. This resolution, although of a rather recommendatory character, offered the clubs participating in Ekstraklasa a considerable leverage in negotiations with their players.

However, no such rule has been adopted officially by PZPN, thus the clubs base their actions primarily on FIFA COVID-19 Football Regulatory Issues ('FIFA Guidelines'). Therefore, most of the clubs pursue individual negotiations with the players. Some of them decided to reach a joint agreement with the entire team. Most of the managers decided to negotiate with players individually, however proposing as similar conditions as negotiable. Only limited number of clubs in respect with limited number of players who refused to collaborate decided to file unilateral declarations temporarily modifying the terms of contract by reducing/postponing the payment of remuneration. Such measures are based on FIFA Guidelines in case of foreign players, and on civil regulations when both parties are of Polish nationality.

6. *Do clubs negotiate with players, individually?*

In principle, most of the clubs first seek to find a common solution with its entire team. In practice, only if such joint negotiations fail, do the clubs pursue individual discussions. Nevertheless, as required by law, the amendments agreed upon must be inserted in each individual player's contract. Thus, the final outcome of these negotiations largely depends on the financial perspectives of the club and the approach of the player. In most cases, however, the players manifest their understanding for this unfavourable situation and show positive and cooperative attitude.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

Although there has been no decision taken at the collective level between the Polish Footballers' Union ('PZP') and football clubs, Ekstraklasa or PZPN, PZP has been actively monitoring measures undertaken by the latter entities in order to mitigate the financial negative consequences of the pandemic.

While PZP assesses positively the prompt response of PZPN to the current situation in the form of the abovementioned aid package, it strongly opposes measures undertaken in the Polish football industry that give considerable leverage to football clubs over their players. In particular, PZP firmly disagrees with the decision of PZPN to extend the period after which the player is entitled to terminate the contract with just cause for outstanding salaries to 4 months (instead of 2 months, resulting also from FIFA RSTP). Moreover, PZP strongly

criticizes the decision of the Supervisory Board of Ekstraklasa to allow the clubs to temporarily reduce the players' remunerations by 50%.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent)?

In general terms, Polish law recognizes situations in which the substance of contractual obligation may be altered due to the occurrence of circumstances previously unknown and/or independent of the parties. In principle, there are three institutions that govern such situation – *force majeure*, *rebus sic stantibus* principle and the (lack of) existence of reciprocal performance.

The occurrence of an event of *force majeure* indeed entails certain consequences. In particular, as regards civil contractual obligations, the party failing to perform his/her obligations under an agreement due to circumstances for which he/she does not bear responsibility, is not liable for damages. However, the occurrence of *force majeure* does not entail automatically the right of either party to unilaterally modify the substance of or to terminate an agreement. Such possibility can be explicitly envisaged by the parties under the general principle of the freedom of contract.

Nonetheless, if a contract lacks such provisions and the parties does not reach an agreement in this respect, the only thing they can legitimately do is to file a claim before a court to have the contract modified or terminated under the *rebus sic stantibus* principle (extraordinary change of circumstances). However, if the contractual obligation is of a reciprocal nature, lack of performance of one party (i.e. lack of provision of services by the player due to protective restrictions adopted because of the pandemic) entails such consequence that such party cannot expect to receive the reciprocal benefit from the other party, proportionally to his/her lack of performance.

Similarly, the overarching principle of Polish football regulations is the contractual stability. Thus, the resolution on Minimum Requirements for Standard Football Contracts adopted by PZPN contain a *numerus clausus* of circumstances under which either party can unilaterally terminate the contract. There are also no provisions allowing for unilateral modification of its substance.

Therefore, decisions taken recently by the football clubs with regard to suspension of payment/reduction of remuneration are based primarily on FIFA Guidelines and, in case of the clubs participating in the games of Ekstraklasa, on the resolution of the Supervisory Board of Ekstraklasa permitting a pay cut up to 50%. However, these measures are rather of a reactive nature and so far there is no 'permanent' mechanism which would allow for such unilateral adjustments.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

As previously mentioned, FIFA Guidelines have immediately been taken into consideration by the clubs in order to tackle the most pressing financial issues caused by the work stoppage.

On 12 May 2020 PZPN has adopted a resolution addressing most of the issues brought up in the FIFA Guidelines. Accordingly, PZPN has decided that:

- the new completion date of the season 2019/2020 is 31 July 2020,
- the new registration period following the season 2019/2020 shall start on 1 July 2020 and end on 30 August 2020,
- the new starting date of the season 2020/2021 is 1 August 2020.

Moreover, this resolution provides for clear rules on how to resolve the issue of expiring agreements, including transfer agreements, and amateur players' declarations. In principle, PZPN established that:

- professional player's contracts and amateur players' declarations that expire on 30 June 2020 can be extended until 31 July 2020 subject to consent of the club and the player,
- if the player has already signed new contract or filed new amateur player's declaration with another club for the 2020/2021 season, such extension additionally requires consent of this new club,
- transfer agreements that expire on 30 June 2020 can be extended until 31 July 2020 subject to consent of both clubs and the player,
- in any case, if the parties in question do not reach an agreement in terms of such extension, the player cannot be registered in any other club (including the releasing club) until the completion of the 2019/2020 season.

Interestingly, there is no uniformity at the national level as regards the reduction and/or deferral of payment of remuneration due for the work stoppage in football industry. While the Supervisory Board of Ekstraklasa S.A., host of the top Polish league, has adopted a resolution according to which the players' remuneration can be reduced by 50% (but cannot amount to less than 10.000,00 Polish zloty per month), no such decision has been taken officially by PZPN. As a consequence, this resolution is rather of a recommendatory nature and the clubs must base their actions primarily on FIFA Guidelines.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters

Negotiations on the future shape of the contract with the official broadcaster are currently pending. It can be estimated, however, that the contract will remain essentially unaltered, except for modifications of broadcasting schedules.

b. Sponsors

Any potential adjustments or modifications of sponsor contracts are subject to individual negotiations between the parties. Nonetheless, practice shows that most of sponsoring entities express their understanding for this extraordinary situation and no radical measures are being undertaken in respect of cancellation of contract/claim for damages.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

In principle, all disciplinary and regulatory proceedings continue in a regular course. However, to date all hearings initially scheduled to take place during roughly the last 2 months have been postponed.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

So far, none of the football clubs participating in the professional football competitions in Poland has been involved in insolvency proceedings as a result of the pandemic.

PORTUGAL

By Rui Botica Santos⁹⁸

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

On 12 March 2020, the Portuguese Football federation (“PFF”) decided to suspend all its football and futsal competitions for an indefinite period, which includes the third division championship, the Portuguese cup and the youth categories.

On the same day, the Portuguese league officially announced the immediate suspension of first and second division professional football competitions, also for an indefinite period. In that statement the immediate suspension of training was also recommended, and all sports agents were advised to adopt social containment measures.

A majority of the players are on personal training programs given to them by their clubs.

The competition for the first division LIGA NOS will recommenced on 3 June 2020. The games will take place on stadiums approved by the National Health Authority, and all health safety measures shall be respected. The season is expected to be finished by the end of July.

2. *Has the Government/Federation/League adopted measures relating to:*

13. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or*

The Portuguese national health authority (DGS) has issued a technical opinion which establishes some norms to minimize the risk of infection by COVID-19. Athletes, technical teams and referees should remain at home from the date of the start of the resumption of training for official competitions until the end of the season of all competitions. All sportspersons must comply with strict measures of social distancing. Their travel is restricted to their homes, travel to and attending training/match venues. Only social contact with cohabitants and club members is permitted.

Club members and cohabitants of athletes, technical teams and referees are also obliged to follow the home-based collection duty imposed on athletes.

In all circumstances, a social distance of two meters, hand hygiene in accordance with the standards and guidelines of the DGS, as well as the use of a mask in enclosed spaces, such as transport / travel (to and from training / competitions) and other activities other than physical exercise must be observed. All training places must comply with all hygiene procedures, disinfection and cleaning.

The medical departments of the clubs should ensure medical evaluation and daily records in order to identify early any symptom suggestive of COVID-19.

⁹⁸ Partner of Coelho Ribeiro & Associados (CRA), CAS Arbitrator

Before the start of the competitions all athletes, technical teams and referees must perform two rRT-PCR tests for SARS-CoV-2 separated by 14 days.

14. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

During competitions, two laboratory tests for COVID-19 per week must be carried out for all matches: one 48 hours before the match and the other as close as possible to match time.

No competition will take place with fans inside the stadiums until the end of the season, meaning games will be played behind closed doors. Outside and around the stadiums, the movement of people must be limited and conditioned, not allowing the concentration of people in excess of 10.

The social distancing rules are the same as the above mentioned for trainings.

The competitions should be held in a minimum number of stadiums possible. These selected stadiums must be approved by the Regional Health Authority for the purpose of resuming these sporting activities. There are 17 stadiums approved by the DGS for the return of the competition. Games will be played almost all week.

The permission to use five replacements and nine substitutes on the bench has not been approved yet for the upcoming 25th match day. This proposal was subject to the ratification of the General Assembly, but the opposition of one sports company/football club has prevented these rules from being implemented for the 25th match day. However, it is predicted that the rule will be applicable for the following football days.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

Since the DGS has permitted the return of the competitions with the assurance of all public health conditions, the players, coaches and staff would be required to resume activities. Any refusal without just cause may trigger disciplinary sanctions. The duty to play and to attend training sessions is stipulated in the law of the employment contract of the sportsman (Law no. 54/2017).

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

For the protection and maintenance of employment contracts the Portuguese government issued the Decree Law no. 10G/2020 on 26 March 2020 with a simplified *lay-off* regime which entails exceptional measures for the companies which face a situation of crisis caused by COVID-19.

The applicability of the simplified *lay-off* regime to football clubs is polemic because it allows the companies to reduce or suspend the labour activity. Its applicability is not disputed with regards to the club's employees who have contracts of a non-sporting nature. But when it comes to players and coaches, this regime would result in the suspension of their labour contract. The suspension of the labour contract discharges the employee from providing their services, which means, in the case of a football player, that they could restrain from training if football clubs choose the simplified *lay-off* regime to tackle the salary issues.

However, as there is resumption of competition, players have been training to maintain their physical form. Therefore, it is unlikely clubs will invoke the suspension of the labour contract when the players are still providing their services by preparing for a return to action.

b. The federation and/or the league (common funding? Others?)

To face the COVID-19 crisis, the PFF has created a support fund of €4.7 million to allow the associations, and the football and futsal clubs, which take part in national non-professional competitions, to fulfil their obligations towards players and coaches.

PFF has also suspended all disciplinary proceedings as well as postponing the execution of fines to the following season.

The TV rights are still being distributed and some football clubs have even been able to anticipate the payment due during the second half of the year.

The Portuguese league has also implemented an economical support plan with additional measures, one of them being the prorogation of the deadline to provide the requirements needed for the licensing of the professional competitions, amongst others, which aim to immediately help the treasury of the football clubs/SADs.

c. Is there any specific position taken by the association of sports doctors? If yes, are the federations bound by such a decision?

The Portuguese association of sports doctors has supported the return of competitions. Although they highlight that , football will follow the instructions of the Portuguese National Health Authority (DGS).

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

Sporting Lisboa Club recently announced that their players will take a 40% pay cut for the next 3 months. Benfica and Porto clubs are in talks with their players to reduce their salaries. Their players' salaries have been renegotiated and reduced, however, if certain sporting goals are met, the salary reduction will be reset as a bonus. The rest of the clubs are yet to take an official position although we expect them to follow suit. Belenenses SAD is the only first division club to apply the *lay-off* regime thus far.

6. CCDo clubs negotiate with players, individually?

All negotiations have been carried on an individual basis. Although the Portuguese player's union has come out to publicly criticize some of the measures being contemplated by the clubs, the union has not been involved in the negotiations.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

The player's union do not seem to have been directly engaged although they have raised their opinion publicly.

For the time being it seems that talks between the players and their respective clubs are done on a mutual agreement basis. The federation and the league are closely monitoring the developments and we expect them to play an active role.

8. *Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)*

In Portugal, a salary reduction is only possible either if the employee agrees or if there is a reduction of the working period where the reduction of the salary becomes proportionate.

In *force majeure* situations, pursuant to the labour code, it is possible to allow the temporary closing of activity and the employee in these situations is entitled to 75% of his salary (*lay-off* regime).

In order to face COVID-19 the government has issued different regulations to help employees and employers. One of the implemented measures is the approval of a simplified *lay-off* regime, as commented in point 2a) above, where the employee is entitled to 2/3 of their normal gross remuneration. This financial support lasts 1 month with the possibility of extension up to a maximum of 3 months.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

The PFF has always worked together with FIFA and I believe they will take these guidelines into account for the good of Portuguese football.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

a. *Broadcasters*

Altice, one of the holders of the television rights of the championships has fully paid broadcast fees for the month of March to the clubs. From March, Altice informed it would suspend TV rights payments until the return of competition.

However, Altice remains available to negotiate with the sponsored clubs' payments suspended in May and April, as an advance payment that would be discounted from the monthly payments due next season.

b. Sponsors

It is difficult to know the status of the contractual relationship between clubs and sponsors.

NOS has already announced that will not remain as the main sponsor and naming sponsor of the Portuguese first division after the next season (2020/2021).

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

PFF adopted the regime decreed by the Government that determined the suspension of judicial, administrative and fiscal and regulatory proceedings, provided for by Law no. 1-A/2020, of 19 March 2020, which established exceptional and temporary measures due to the COVID-19 pandemic.

The time limits for replying to disciplinary proceedings were suspended and the FPF has gone even further by deciding to also suspend the costs and execution of fine sanctions in the context of its competitions, except for disciplinary proceedings of urgent nature which were heard and not suspended.

However, on 1 June 2020, the PFF's disciplinary board decided to terminate the suspension of time limits in disciplinary proceedings, that had been adopted in accordance with Law no.1-A/2020. This means that regular deadlines and proceedings established in the disciplinary regulations of the PFF and Liga Portugal are now applicable as per usual.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

To the best of our knowledge no club from the first and second division has filed for any insolvency.

ROMANIA

By *Adrian Stângaciu*⁹⁹

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

All football competitions (in fact all sports competitions) are suspended. The Romanian Football Federation (“RFF”) was the first Romanian sports federation to decide to suspend competitions at all levels, even before¹⁰⁰ the state of emergency was initiated by the Presidential Decree no.195/16.03.2020.

The working group involving all the stakeholders (players union, league, clubs competing in the Romanian first, second and third divisions) decided competitions could be resumed on the 16 May 2020¹⁰¹. However, due to the state of emergency being prolonged until 14 May 2020, this is no longer valid. However, it is certain that everybody involved in professional football considers it necessary to resume the championships at a later stage, whenever this will be possible.

The Suceava Football County Association decided to end all of the competitions organised under it, including the 4th league, due to the situation in the Suceava County (one of the most affected regions in Romania by coronavirus).

On 29 April 2020, the RFF decided to annul all of the youth competitions¹⁰² (youth women football competitions and youth futsal competitions included), except the Elite U19 League because this competition has to end based on sporting merit in order for the winner to play in UEFA Youth League 2020/2021. It has yet to be determined when the Elite U19 League 2019/2020 will resume. The annulment of all the youth competitions for the 2019/2020 season means that no club will be considered the champions, nor would any club be relegated (as though the season never happened). In any event, most youth competitions do not involve the relegation of clubs at the end of each season).

On 27 May 2020, the Executive Committee of the Romanian Football Federation took several decisions with regard to the competitions organised by RFF.

- The Romanian top division, **Liga 1**, organised by Romanian Professional Football League (RPFL) is to be resumed on 12/13 June 2020.

⁹⁹ *Head of the Romanian Football federation Legal Department and member of the UEFA Legal Committee. He is specialized in sports law disputes acting also as President of the Disciplinary Committee of the Romanian Tennis federation and member of the Appeal Committee of the Romanian Handball federation. He is also acting as president or member of several Romanian Football federation Committees (i.e Legal, Antidoping etc).*

¹⁰⁰ Please see The Emergency Committee Decision of 12.03.2020 available at: <https://www.frf.ro/comunicari/comunicate-frf/hotararea-comitetului-de-urgenta-din-12-martie-2020/> and the Decision of the Emergency Committee of 17.03.2020 available at: <https://www.frf.ro/comunicari/comunicate-frf/hotararea-comitetului-de-urgenta-din-17-martie-2020/>

¹⁰¹ Available at: <https://www.frf.ro/featured/prima-concluzie-a-grupului-de-lucru-format-de-frf-competitiile-interne-nu-se-pot-relua-mai-devreme-de-16-mai-2020/>

¹⁰² <https://www.frf.ro/comunicari/comunicate-frf/toate-cele-31-de-competitii-de-copii-juniori-si-grassroots-din-sezonul-2019-2020-organizate-pe-teritoriul-romaniei-au-fost-anulate-cu-exceptia-ligii-elitei-u19/>

At the moment, all the top division clubs are training under special conditions as provided by the Medical Protocol issued by RFF (see question 2 below).

- There are still 3 games to be played also in the **Romanian Cup**, 2019/2020, semifinals – 2 legs and the final. The RFF plans that those games will be played but the exact dates will be fixed together with the Liga 1 calendar, probably in the first meeting of the Executive Committee (i.e. before 12 June 2020).
- With regard to the **Romanian Second League**, the Executive Committee decided to cancel the season for clubs placed lower than 6th in the table, with no team being relegated. With regards to the clubs playing in the top 6, a play-off shall be organised between the first 6 clubs as ranked when the competition was suspended. The reason is that only those six clubs applied to obtain the licence for the Liga 1 and without the licence a club will not be allowed to play in the top division. The play-off will be played as follows: all the clubs will start with half of the points obtained in the Second League before the lockdown. Each team will play only once against all the other 5 teams. The clubs ranked first, second and third at the start of the play-off will play 3 games out of five at home. The clubs ranked first and second at the end of the play-off will be promoted to Liga 1 and the club ranked third will play against the club ranked 6th in the Liga 1 play-out in order to achieve promotion to the Liga 1.
- The **Romanian 3rd League** will not resume. No clubs will be relegated, and the clubs ranked first when the competition was suspended will be promoted to the Second League if the difference between first and second ranked clubs is higher than 3 points. If the difference is 3 points or less, then the team ranked first will play a game against the team ranked second in order to decide which team will be promoted in the Second League.
- With regards to **futsal**, the Executive Committee decided to end both Liga 1 futsal and Ligaa 2-a futsal. No clubs will be relegated, and the clubs ranked first and second in the Liga a 2-a futsal will have the right to play in the Liga 1 futsal next season. With regard to the winner of the Liga 1 futsal, this will be established after two games between the clubs ranked first and second in the Liga 1. Each club will host a game out of the two. The date when the two games will be played has not yet been decided.
- **Women's Football:** The Executive Committee decided that all the competitions (Liga 1, Liga 2, Liga 3) will be stopped. No clubs will be relegated. The clubs ranked first in 2 out of 3 groups of Liga 3 will be promoted to Liga 2. With regard to the 3rd group, the same principle will be applied as for Liga a 3-a (men) and the club ranked first will play a game against the club ranked second in order to decide which club will be promoted to Liga a 2-a. The clubs ranked first in the 2 groups of Liga a 2-a will be promoted to Liga 1. The club ranked first in the Liga 1 will be the club allowed to play in the UEFA Women's Champions League.

2. Has the Government/Federation/League adopted measures relating to:

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or**

The Youth and Sport Ministry and the Health Ministry, together, issued several orders¹⁰³ with regard to the conditions necessary to be observed in order to resume team sports in the training camps.

Based on the mentioned orders above, the Medical Committee of the Romanian Football Federation issued a medical protocol in order to resume the training of the football clubs in the training camps. The medical protocol was approved by the Emergency Committee of the RFF on 15 May 2020¹⁰⁴ and also by the Executive Committee of the RFF on 27 May 2020.

In the medical protocol, there are a lot of rules imposed to clubs such as: at least 4 weeks of training before competitions are resumed, the players will be tested at the moment when they arrive at the training camp and on the 7th day and 14th day of the training. In the first 14 days of training, the players and the staff have to stay only in the training camp, not being allowed to leave the training base. Special rules are imposed also with regard to locker rooms, kitchen and dining room, gym etc.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

On Saturday, 30 May 2020, The Youth and Sport Ministry and The Health Ministry issued the Order no. 601/971/2020¹⁰⁵ regarding the approval of the regulations necessary in order to resume the competitions organised outdoor.

The RFF has also prepared a Protocol related to the resumption of football competitions, with a meeting of the RFF's Emergency Committee convened for the approval of these protocols on 5 June 2020.

In addition, the RFF is expected to request the Youth and Sport Ministry to allow all amateur competitions (Liga 4 and below) to resume from 15 June 2020.

In all the documents mentioned above are a lot of specific rules imposed related to testing frequency, games have to be organised behind closed doors, number of persons allowed in the stadium or in the near vicinity of the stadium, travel and accommodation for the visiting teams etc.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

¹⁰³ Eg: Order 736/2020 on the approval of "Recommendations necessary to be taken into account for the resumption of sports training in training camps", Order no. 565/13 May 2020

¹⁰⁴ <https://www.frf.ro/recomandate/protocolul-medical-pentru-reluarea-antrenamentelor-a-fost-aprobat-de-comitetul-de-urgenta-al-frf/>

¹⁰⁵ <http://www.monitoruloficial.ro/emonitornew/emonviewmof.php?fid=MS44MDc1MTQ3NDU4Mzc0RSszMA=>

Firstly, it is important to mention that all the clubs are allowed to organise training or to play games only if the specific rules and measures provided by the Medical Protocol and/or Orders of the Romanian Government were duly respected.

With this being clarified, players, staff or coaches are not allowed to refuse to return to training/play¹⁰⁶.

If the players, coach or staff consider that the club has not implemented all the measures required by the Medical Protocol of RFF or Orders of the authorities, than they are allowed not to return to training/play and they can use the provisions of art. 18 para 10 let. a first thesis of the RFF's RSTP¹⁰⁷. The protection of the players/staff/coaches is even higher if the natural person and the club concluded an employment contract (and not a civil contract).

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

The labour ministry recommended that during the state of emergency the employment contract shall not be terminated, although no legal provision in this respect was issued.

On 18 March 2020, the government issued the Emergency Ordinance no. 30/2020 stating that during the state of emergency, for the period of temporary suspension of the individual employment contract, at the initiative of the employer¹⁰⁸, the allowances received by the employees are set at 75% of the basic salary, but not more than 75% of the gross average wage stipulated by the law of the state social insurance budget for 2020 no. 6/2020 (i.e approx.. €850 gross; approx. €500 net). Such amounts will be paid by the authorities from the unemployment insurance budget.

With regards, to sporting activity contracts¹⁰⁹, the government applied a similar provision during the period of emergency established by Decree no. 195/2020 regarding the establishment of the state of emergency in the territory of Romania. This provides for players to be entitled to an allowance of 75% of their remuneration, but no more than 75% of the gross average wage stipulated by the law of the state social insurance budget for 2020 no. 6/2020 (i.e. the same amount as mentioned above, app. €850 gross; app. €500 net). This measure would take effect while sporting activity remains temporarily suspended, as notified by relevant authorities. The allowance is borne by the state budget.

These measures are notwithstanding the fact that footballers in Romania are considered 'self-employed' rather than 'employees'.

¹⁰⁶ No such cases known. More than that all the players, staff and coaches are eager to return to train/play.

¹⁰⁷ [free translation] *Players ... can invoke just cause and just sports cause for unilateral termination of contracts for the following reasons:*

- *failure to ensure by the clubs the conditions provided by art. 6 let. a and c of the present regulation, respectively failure to ensure the material, technical, organizational conditions, of adequate medical care, recovery and recovery for training and games and non-performance in good faith of the contractual obligations assumed towards the players*

¹⁰⁸ According to art. 52 paragraph (1) lit. c) of Law no. 53/2003 - The Labor Code,

¹⁰⁹ Only a limited number of players and officials are concluded an employment contract, most of them signed sporting activity contracts (civil contracts).

The amount will not be attractive to players in the first league.

On 30 March 2020, the government issued a new Emergency Ordinance adding to the provisions with regard to sporting activity contracts mentioned in GEO 30/2020 a new paragraph allowing the clubs to negotiate with the players in order to pay more than the allowance mentioned above. In addition to the allowance provided for the players, the sports entities have the ability to negotiate, and jointly determine, the payment of other compensatory allowances granted by the sports entities to compensate for the diminution in financial consideration.

With regard to the employment contracts, the government stated in the GEO 32/2020 that the amount provided in the GEO 30/2020 may be supplemented by the employer up to 75% of the wages mentioned in the contract only in cases where the budget of the employer with regard to salaries is allowed.

b. The federation and/or the league (common funding? Others?)

No concrete measures at this time, except postponing deadlines for the first and the second league licensing process for the next season.

c. Is there any specific position taken by the association of sports doctors? If yes, are the federations bound by such a decision?

There is no decision taken by the Romanian Football federation Medical Committee that is binding on the football competitions at this moment. Before the season will resume, the medical committee will issue a set of instructions to be applied by all the clubs when an official game has to be organised.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

It seems that clubs can be placed into three categories:

- Negotiating with the players in order to reduce the remuneration due for several months.
- Paying all the wages as provided by the contract between the parties¹¹⁰; and
- (the majority) Applying the legal provisions that allow them to unilaterally suspend the contract during the state of emergency (i.e. until 14 May 2020 for the time being).

6. Do clubs negotiate with players, individually?

Only a small number of clubs decided to negotiate and to reach an agreement with any single player (i.e. FC Viitorul¹¹¹), most of them just imposed the legal provisions that allow the clubs to unilaterally suspend the player's contracts.

¹¹⁰<https://liga2.prosport.ro/seria-1/echipa-din-liga-2-care-nu-ia-in-calcul-reducerea-salariilor-jucatorilor-in-aceasta-perioada-de-criza-daca-esti-conducator-faci-rost-de-bani-vinzi-ceva-si-platesti-19128959>

¹¹¹ Info available at: <https://www.digisport.ro/fotbal/liga-1/mentalitate-de-campion-reactia-unui-jucator-de-la-viitorul-dupa-ce-i-a-fost-redus-salariul-825945>

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

No. At first, when the state of emergency was instated (starting on 16 March 2020), the federation, the league and the player's union made several public statements¹¹² urging all the parties involved in football to act rationally and to show solidarity between all of them. However, after several clubs decided to unilaterally suspend the players' contracts, any agreement became impossible to implement.

8. *What are the legal and contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)*

In the present circumstances, most of the clubs applied the legal provisions in force during the state of emergency (see the answer at question 2 letter a above, GEO 32/2020).

Theoretically, as the players are considered service providers and, also the drafting¹¹³ of the sporting activities issued by the Romanian authorities contains a *force majeure* clause, such a clause can be applied in order to terminate a contract. However, it is not clear if such an approach will succeed in front of judicial bodies and/or civil courts.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

The FIFA Guidelines were published on the RFF official website¹¹⁴ and also a working group¹¹⁵ involving all the relevant stakeholders was established in order to analyse and to draft the provisions applicable with regard to contracts, transfers and how the matches shall be organised in the present context. The first e-meeting of the working group is scheduled to take place after the Easter Holiday in Romania (i.e. after April 20, 2020).

However, it is worth mentioning that it will not be possible (even if the federation, the league and the players union agree that this is the right thing to do) to extend the contracts that have to expire at any date before the end of the season. The extension can be reached only by mutual agreement between the parties (player and club).

10. *Have there been significant developments(e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

a. *Broadcasters*

Despite several threats, the owner of the TV rights for the Romanian Top Division has not acted against the League or the clubs in any way.

¹¹² One of them available at: <https://www.frf.ro/comunicari/comunicate-frf/apel-la-solidaritate-la-adresa-tutoror-membrilor-familiei-fotbalului-romanesc/>

¹¹³ The draft can be found here <https://lege5.ro/Gratuit/ge3dkmrtgm2a/ordinul-nr-631-890-2017-privind-approbarea-modelului-cadru-al-contractului-de-activitate-sportiva>

¹¹⁴ Available at: <https://www.frf.ro/featured/noi-recomandari-fifa-privind-contractele-jucatorilor-si-perioada-de-transferuri/>

¹¹⁵ Available at: <https://www.frf.ro/comunicari/comunicate-frf/grup-de-lucru-creat-de-frf-pentru-norme-speciale-dedicate-acestei-perioade-in-roaf-si-rstjf/>

At the same time, the owners of the tv rights for the Second League and the Romanian Cup are satisfied for the moment with the decisions taken by RFF (the Cup games will be played as decided at the beginning of the season and for the Second League will be played a play-off as mentioned above at point 1).

b. Sponsors

There are several discussions with the sponsors not only in the case of the clubs but also the Federation has the same issues to face. However, until now all the discussions are ongoing.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

All the proceedings with regard to judicial bodies were suspended during March, April and May. From 2 June 2020, the judicial bodies of the RFF will start working again on a business as usual regime. Of course, measures regarding social distancing will be implemented in order to protect the health of the members of the committees as well as the health of the parties and their representatives.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No such information has been received as of 1 June 2020. However, a lot of clubs (including some of the top division clubs) have publicly highlighted the serious financial problems being endured by them.

RUSSIA

By Anna Smirnova¹¹⁶

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?) , championship over?

In accordance with Order No. 216 of the Russian Ministry of Sport, dated 16 March 2020, it was recommended to the sporting federations to cancel or suspend all official sports competitions on the territory of the Russian Federation from 21 March 2020 until special notice. Therewith it was also recommended that the regional executive authorities impose limitations on the work of sporting organizations for the period from 21 March 2020 through 10 April 2020.

On 17 March 2020, Football Union of Russia (“FUR”) suspended all football competitions in Russia until 10 April 2020; however, on 1 April 2020 the Bureau of the FUR Executive Committee decided to extend the period of suspension until 31 May 2020 inclusive. Thus, all the competitions in all football disciplines (except online football competitions) organized by FUR, including competitions organized by leagues, regional federations and associations under the umbrella of FUR are suspended in Russia for the time being.

On 28 May 2020, it was announced that the Russian Football Premier League restarts on 19 June 2020 and should be completed on 22 July 2020. It was approved that the matches will be played with spectators, however, the stadium stands can be filled with a maximum of 10% and the spectators must wear masks and gloves.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

Based on the instructions of the Federal Service on Surveillance for Consumer Rights Protection and Human Well-Being¹¹⁷, the Ministry of Sport in Russia has developed recommendations for the subdivisions of the Russian Federation for the gradual elimination of restrictions in the field of physical activities and sport. Therewith, the Ministry of Sport proposed that such elimination shall be arranged in three stages depending on the sanitary situation in each region of Russia.

During the first stage it is suggested that the citizens of the regions will be allowed to practice sports only individually on the sports grounds, running and cycling tracks, open stadiums, etc. Social distance must be essential.

¹¹⁶ Sports lawyer, Attorney at [monteneri sports law](http://monteneri.com)
www.monteneri.com – as@monteneri.com

¹¹⁷ Federal Service on Surveillance for Consumer rights protection and human well-being (Федеральная служба по надзору в сфере защиты прав потребителей и благополучия человека) is the leading governmental authority in charge of monitoring and controlling the situation with coronavirus in Russia.

The second stage allows organization of the local and municipal sporting events behind the closed doors. During the third stage national and international competitions can take place with spectators.

At the time of writing, there is no particular guidance as regards the estimated timeline for the implementation of the foregoing stages.

Return to team training is governed by regional authorities. By 27 May 2020, all the 16 clubs of the Russian Football Premier League received the authorisations from the respective regional authorities to restart the team trainings and competitions.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

On 15 May 2020, the Executive Committee of FUR established that until 31 July 2020 all football sporting competitions are prohibited except:

- Online football competitions;
- Football competitions organized under the FUR umbrella by the regional federations and association provided there is an approval of the relevant regional authorities;
- Russian Football Premier League, restarting on 19 June 2020;
- Cup of Russia.

In order to organize the permitted matches appropriately, the Bureau of the Executive Committee of FUR adopted specific medical regulations with respect to the restart of the training process and official matches, which have recently been approved by the Federal Service on Surveillance for Consumer Rights Protection and Human Well-Being. The mentioned medical regulations establish the following fundamental requirements:

- Regular diagnostics of the personnel, players and referees;
- Hygienic control and regular disinfection;
- Distancing between the personnel and the players;
- Regular briefing regarding the safe conduct before, during and after training and matches;
- Zoning at the stadium (sporting zone, stands and external zone);
- Social distancing at the greetings of the visiting club;
- Daily medical examination.

On 5 June 2020, at the general meeting of the Russian Football Premier League it is planned to discuss the medical regulations; possibly, further amendments to the text of the regulations will be introduced.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

Based on the principles of employment law in Russia, an employee by general rule can refuse of carrying out the employment obligations in case of any danger towards his life and health (except the cases provided by law).

In accordance with Art. 220 of the Russian Labour Code, any employee has right for work in safety and security. Any terms and provisions included in employment contracts shall respect the employees' rights for safety and security.

By law, in case there is danger towards employee's health and safety, the employer shall offer to the employee alternative work or in case it is impossible maintain the average salary payment until the danger is eliminated; if damage was caused to life and health of the employee during the performance of his employment obligations, the employee shall compensate the damage.

So far, there has been no information regarding the application of the foregoing basic principles of Russian employment law in the field of sports.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

In terms of the employment situation in Russia for the period of the pandemic, of relevance are the two orders of the President of Russia, namely Order No. 206, dated 25 March 2020 and Order No. 239, dated 2 April 2020. In accordance with these Orders, the period from 30 March 2020 through 30 April 2020 shall be considered as paid non-working days.

Pursuant to the Order of the President of Russia No. 294 as of 28 April 2020, the period of paid non-working days was extended until 8 May 2020.

According to the recommendations of the Ministry of Labour in Russia, "non-working days" shall not be considered either days-off or holidays; certain employees may continue their work on remote basis, whereas their wages shall remain the same.

Since 12 May 2020, the period of paid non-working days has ended and, subject to the federal and regional limitations existing in each particular field of activities, employees may return back to work.

The financial measures of support implemented by the Russian Federal authorities provide for the increased unemployment benefits, maximal unemployment payments for the individuals dismissed during the period from 1 March 2020 through 30 June 2020, some other social benefits for certain groups of citizens. Additional specific regulations and support measures are applied by the regional authorities.

b. The federation and/or the League (common funding? Others?)

In accordance with the Decision of the Bureau of the FUR Executive Committee, dated 1 April 2020, it was recognized that the spread of COVID-19 is a *force-majeure* for football in Russia and all of its participants; therefore, accordingly the suspension of activities in football clubs shall be considered as caused by reasons unrelated to the employers and employees. This

statement obviously will need further clarification, particularly in the view of the considerations made by the Supreme Court of Russia a few weeks later (*cf.* point 7 below).

According to media, FUR has initiated research among clubs and leagues in order to analyse whether the governmental support is needed to keep alive clubs, academies, schools and stadiums.

In the meantime, the support measures for the Russian sport in general are being developed by the Ministry of Sport.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no specific association for doctors in the field of sports. Medical recommendations remain the same as generally disseminated by the Ministry of Health of Russia and may be further developed by the regional health-protection authorities. The Ministry of Sport in Russia remains in contact with the medical staff of the Russian Olympic Committee and the Federal Medical and Biology Agency in terms of organization of the medical researches and examinations for athletes and their health protection as soon as their full-time return to sporting activities will be allowed by the public authorities.

5. How clubs are currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

Russian Labour Code provides for the right of an employer to reduce the salaries of an employee by 30% in cases of forced downtime. However, according to the available information, so far Russian football clubs did not use this opportunity provided by law.

Moreover, many clubs, including FC Zenit Saint-Petersburg, PFC CSKA, FC Spartak, Rubin Kazan, *etc.* announced their success in negotiating with the players for the reduction of their salaries during the outbreak.

6. Do clubs negotiate with players, individually?

So far there is no available information about the arrangements between clubs and individual players. However, as mentioned above, certain football clubs were able to reach an agreement at the level of the entire team.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

Unfortunately, there is no one single trade union in Russia which could represent the interests of the players' majority. None of the existing players' unions in Russia have been reported to be engaged in the ongoing negotiations between the players and clubs.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of the salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

Yes, Russian law recognizes the concept of *'force majeure'*.

In accordance with Russian law, salary is the essential condition of the employment contract and it can be altered only upon mutual consent of the parties or in the cases expressly provided in the Labour Code, such as *"change of organizational and technological labour conditions"*, however in the latter case mandatory procedure for such reduction will take at least two months, which is hardly convenient in the current situation. The outbreak as is cannot be considered a *"change of organizational and technological labour conditions"*.

In accordance with Russian law, salary is an essential condition of an employment contract and can be altered only upon mutual consent of the parties or in the cases expressly provided for in the Russian Labour Code, such as *"change of organisational and technological labour conditions"*. However, the mandatory procedure for such reduction takes at least two months, which is hardly convenient in current situation. In any event, the outbreak, in its present form, cannot be considered as *"change of organisational and technological labour conditions"*.

As regards the general guidance for the interpretation of an outbreak as a possible force-majeure, on 21 April 2020, the Supreme Court of the Russian federation issued the Review with respect to the practical matters related to the fight against COVID-19. Therewith the Supreme Court specified that the outbreak as well as the measures undertaken by the state authorities as such cannot be considered as a universal force-majeure condition; in each particular case the overall circumstances must be assessed in order to recognize or not the existence force-majeure.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

Nothing so far. On 1 April 2020, the President of the Russian Premier League declared that the FIFA guidelines will be duly examined and discussed between clubs in order to reach the common understanding.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

- c. Broadcasters;***
- d. Sponsors***

So far there is no available information regarding any possible changes in the existing broadcasters' and/or sponsors' contracts; therefore, the existing contracts remain valid and binding.

According to the FUR President, there were no incoming offers from the business partners with respect to the reconsideration and/or termination of the broadcasters' and/or sponsors' contracts.

11. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

Within the FUR the disciplinary proceedings are ongoing; the Control and Disciplinary Committee is meeting via online platforms.

Since 28 March 2020, doping control has been suspended (except ADAMS and testing).

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

As of date, there are fears about bankruptcy of certain football clubs; however, there has not been any official information regarding the commencement of proceedings in this respect.

SCOTLAND

By John Paul Mowberry¹¹⁸

1. ***What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?***

The championships have been concluded by the early termination of all tiers. The winners of each tier and those clubs to be relegated have all been decided by their performance prior to the suspension of football.

Football has been completely suspended since 13 March 2020 and remains so until 10 June 2020.

2. ***Has the Government/Federation/League adopted measures relating to:***

- a. ***The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***

A joint working group between the Scottish FA and the league is currently working on a protocol for the return to training; some clubs have started to issue their own protocols.

- b. ***The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

A further working group has been set up allowing some clubs to set out proposals for changing the league structures and to report back to the Scottish FA and the SPFL on possibilities for increasing the number of clubs in the first tier.

3. ***Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?***

The Employment Rights Act 1996 deals with health and safety provisions, e.g. Section 44 etc (Please refer to Answer 3 of the [England](#) section).

4. ***What are the specific measures taken by:***

- a. ***The Government (unemployment benefits foreseen for workers in general? Other specific measures?)***

¹¹⁸ John Paul Mowberry is a Scottish lawyer and Arbitrator at the Court of Arbitration for Sport. Email: jp@football-support.com

The UK Government Job Retention Scheme has been widely accessed by clubs in Scotland to allow the furlough of players during the suspension of football and also to extend fixed term contracts.

b. The Federation and/or the League (common funding? Others?)

Not known.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

Not published.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

The vast majority of clubs have proceeded by agreement and arranged deferral of salaries.

6. Do clubs negotiate with players, individually?

Clubs have negotiated collectively with Professional Footballers Association (“PFA”) Scotland, the players union and also with players individually in relation to final amounts.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

PFA Scotland has been central in negotiations with most clubs and has been included in one joint working group.

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

There is no *force majeure* clause or similar provision in players’ contracts.

The clubs have referred to a clause in the standard player contract (Schedule 3 Clause 12) which some clubs claim, allows player contracts to be suspended while football remains suspended. As yet, no club has made any legal move on this clause, although it has been referred to frequently.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

Not published.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters;

b. Sponsors

Again, these two issues are being addressed by working groups which are ongoing.

On 3 June 2020, the SPFL and Sky reached an agreement over compensation for the truncated 2019-20 season, with £1.5m (€1.68m/\$1.89m) being paid back to the broadcaster over five years. As part of this settlement, clubs will be permitted to live-stream their home matches to fans when the 2020-21 season begins¹¹⁹. It is likely that fans who would otherwise have been attending games (i.e. typically season ticket holders) will benefit from the free live streaming provided by each club.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Not changed.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No.

¹¹⁹ M. Ross (2020), “*SPFL negotiates Sky Compensation as clubs to live-stream home matches*”, SportBusiness.com, published 3 June 2020, accessed online: <https://www.sportbusiness.com/news/spfl-negotiates-sky-compensation-as-clubs-to-live-stream-home-matches/>

SERBIA

By Ksenija Damjanovic¹²⁰

- 1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?***

The Serbian (professional) football competitions Super League (first division) and First League of Serbia (second division) for men are to be resumed as from 30 May 2020. Also, the national Cup for men`s football is to be played as from 3 June 2020. The further details are addressed in the text below.

All other football and futsal competitions – championships and cups – in all categories besides the specified above, are considered completed as of 15 March 2020 i.e. on the day of declaring a state of emergency in the Republic of Serbia.

- 2. Has the Government/Federation/League adopted measures relating to:***

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***

On 28 April 2020, the Crisis Staff for the Suppression of Infectious Diseases COVID-19 issued Instructions for starting the training process of top athletes and other athletes in the sports system of the Republic of Serbia in the application of measures to prevent, suppress the spread and reduce the risk of COVID-19 disease. According to these instructions, the training of athletes is allowed from 28 April 2020 in the open space and/or open sports facilities. These instructions were sent to the sports federations and they reflect the risk assessments, policies and procedures which tend to ensure the safe return to training processes in the open places. Accordingly, it has been possible to re-conduct the outdoor training process of all football clubs in the Super League and the First League of Serbia with provided special conditions/restrictions and compliance with established regulations and protective measures.

Shortly after, the Crisis Staff made additional instructions which were sent as recommendations to sports federations by means of which the athletes were allowed to conduct training in all sports facilities as from 11 May 2020 under the special conditions/restrictions and complying with the regulations and protective measures. Before a potential return to training of the athlete(s), besides the usual medical examinations, it is highly recommended to do a special serological test which shall be regulated in detail by bylaw of the Law on Sport ("Official Gazzete of RS" No.10/16). These recommendations put in place a number of measures to ensure the wellbeing of players and staff, including by ensuring that good hygiene principles are observed, and that training can take place on an individual basis or a socially distanced environment.

- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

¹²⁰ Attorney – at – law practising in the field of international sports law and arbitration, UEFA Ethics and Disciplinary Inspector.

On 10 March 2020, the Government of the Republic of Serbia, on the basis of the Law on Protection of the Population from infectious diseases ("Official Gazette of RS", No. 15/16), passed a Decision on the proclamation COVID-19 disease caused by SARS-CoV-2 infectious disease („Official Gazette of RS“, No.23/2020-3, 24/2020-3, 27/2020-13, 28/2020-3, 30/2020-3, 32/2020-3, 35/2020-18, 37/2020-3, 38/2020-17, 39/2020-4, 43/2020-4, 45/2020-3, 48/2020-4, 49/2020-3, 59/2020-3, 60/2020-263).

The 26th round of the men`s Serbian Super League (first division) was played on 14 March 2020 and the 26th round of the men`s First League of Serbia (second division) on 14 and 15 March 2020, respectively, without the presence of the audience i.e. behind closed doors in order to prevent COVID-19 spread in communities.

The freedom of public assembly has been previously gradually restricted. The first restriction was established by the Order on banning gatherings in the Republic of Serbia in public places and indoors, which prohibited such gatherings if more than 100 people attend it and a few days later, the number of allowed people was amended from 100 to 50 ("Official Gazzete of RS" No.30/20). Finally, on 21 March, a new order was issued by the Minister of Health according to which all gatherings with more than 5 people were banned.

The exception applies only to gatherings of competent state bodies in official premises, if they are aimed at solving problems caused by the coronavirus pandemic, provided that no more than 50 persons are present and adequate sanitary conditions are provided. This prohibition was meant to last as long as the danger of spreading the infectious disease COVID-19 caused by the SARS-CoV-2 virus lasts on the territory of the Republic of Serbia. ("Official Gazette of RS" No.39/2020-7). When it comes to outdoor gatherings and public meetings, the Decree on Emergency Measures provided for their total ban (`Official Gazette of RS` No.31/2020).

It is worth noting that Article 4 of Law on Sports ("Official Gazette of RS", No. 10/2016) prescribes that playing sports “*must be humane, free and voluntary, **healthy and safe, in harmony with the natural environment and social environment, fair, tolerant, ethically acceptable, responsible, independent of abuses and opposing goals sportsmanship and accessible to all citizens under equal conditions, regardless of age, level of physical abilities, degree of possible disability, gender and other personal characteristics***” (emphasis added).

After the declaration of the pandemic on 10 March 2020, in response to new health situation, on 15 March 2020, the Serbian President, President of National Assembly and Prime Minister passed the decision to declare a state of emergency throughout Serbia due to the coronavirus pandemic (`Official Gazette of RS` No.29/2020). This decision was later confirmed by the National Assembly`s Decision on confirmation of the Decision on declaring a state of emergency ("Official Gazette of RS", No. 62/2020).

Consequently, all football and futsal competitions, all friendly matches and tournaments as well as the training processes in football/futsal clubs could not maintain nor could play during the state of emergency and they were suspended until further notice.

The state of emergency was terminated on 6 May 2020, when the Serbian National Assembly adopted the “[*decision on the abolition of the state of emergency*](#)” which was published in the Official Gazette of RS the same day ("Official Gazette of RS" No.65/2020).

Likewise, on 06 May 2020, the Committee for Urgent Issues of the Football Association of Serbia held a session. It decided that within the season 2019/20 of the Serbian Super League and the First League of Serbia for men, the remaining four rounds would be played, without play-offs and playouts (shortening of competition). The calendar for the continuation of the spring part of the season was also adopted and adjusted, according to which the 27th round will be played on 30 May 2020 , and the last 30th round is on the program on 20 June 2020 under the condition that the Minister of Health`s Order on banning gatherings in public places and indoors of more than 50 persons has been revoked.

This condition has been met as on 21 May 2020 the new Order on on banning gatherings in public places and indoors was passed by the Minister of Health (Official Gazette of RS, No. 66/2020 and 76/2020). According to it, in order to prevent the spread of the infectious disease COVID-19 caused by the SARS-CoV-2 virus, public gatherings are prohibited on the entire territory of the Republic of Serbia in public places in the open space - when more than 100 people gather at the same time.

Shortly after, a further easing of this anti-corona measure was reflected in the form of new amendments of the Minister of Health`s Order on banning gatherings in public places and indoors of 27 May 2020 (Official Gazette of RS, No.78/2020) to the satisfaction of all citizens, and football lovers in particular. These amendments entered into force on 1 June 2020 and they foresee the maximum number of 1000 people for public gatherings in the open space as well as the exception in case of sporting events. Namely, larger number of persons may attend sports competitions, provided that the distance between the persons is at least one meter. Another prescribed condition is a mandatory notice on the maximum number of people who can attend the sporting event in question and such notice should be posted at the entrance for the audience.

Therefore, the remaining June matches of the Super League and the First League of Serbia for men as well as the Cup matches for men will be played, under the conditions met, with supporters.

Furthermore, when it comes to the format of the competition for the next season, the Committee for the Urgent Issues decided that after the continuation of the championship in the Super League, First League and Cup for men and after additional consultations with the Super League and First League clubs, the appropriate FAS regulation on determination an adapted / modified competition system for the season 2020/2021 would be adopted.

The continuation of the Serbian Cup for men will be played according to the plan established before the epidemic. On 13 May 2020, the draw for the quarterfinal pairs was determined, following the three rounds to the final and respectively winner. The changes are related to the dates of matches and decision that only one game per round will be played. The dates of the remaining matches in Cup are 03 June 2020 (quarterfinals), 10 June 2020 (semifinals) and 24 June 2020 (finals).

The leagues of amateur rank, Serbian leagues and leagues of lower competitive rank, are completed on 15 March 2020 and will not continue.

The same applies for the leagues of the younger categories of the Football Association of Serbia.

Promotion to a higher rank and relegation to a lower rank will be applied in accordance with the propositions as previously envisaged.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

Pursuant to the Art.16 paras.2 and 3 of the Labour Law of the Republic of Serbia ("Official Gazette of RS" No.24/2005, 61/2005, 54/2009, 32/2013, 75/2014, 13/2017 – Decision of the CC, 113/2017 and 95/2018 – authentic interpretation) the duties of the Employer among others are:

“2) to provide to an employee the conditions of work, and to organize work to achieve safety and protection of life and health at work, in conformity with the law and other regulations,

3) to notify an employee about the conditions of work, organization of work, the rules referred to in Article 15, item 2) of the present Act, and on rights and duties deriving from the employment regulations and regulations covering safety and protection of life and health at work;”

Concerning the threat of COVID-19, these “*other regulations*” are Occupational Safety and Health Law ("Official Gazette of RS", No. 101/2005, 91/2015 i 113/2017 – another law), the Decree on the organization of work of employers during the state of emergency ("Official Gazette of RS", No. 31/2020), as well as other decrees, orders and conclusions of the competent state authorities issued to combat the spread of infectious diseases.

Having in mind the above-mentioned, the employer, both in regular circumstances and during the state of emergency, has the obligation to organize the work process in a way that does not endanger the safety and health at work of its employees, and to take care of their protection of life and health at work, by implementing the regular preventive measures as well as protective measures provided by the Law and regulations, orders and conclusions issued by the competent state authorities in order to combat and prevent the spread of infectious diseases COVID-19.

If the employee considers that he/she has not been provided with preventive and protective measures for safe and health at work (disinfection of premises, protective masks and gloves, safe distance, etc.) he/she can contact the competent labour inspection or the Directorate for Safety and Health at Work, so that these competent authorities carry out the control, and in that case the employer is exposed to misdemeanour liability.

Therefore, the employee may contact the competent inspection, but the fear of infection if the employer has provided him/her with all protective equipment and has taken the prescribed measures cannot be a reason for absence from work and non-fulfilment of his/her work obligations.

Any absence from work must be justified through the application of one of the institutes of labour law.

Namely, unjustified absence from work is a reason for dismissal - termination of the employment contract, since any absence of the employee must be justified, either by a decision of the employer, if it is paid or unpaid leave, use of annual leave or temporary leave with

compensation in terms of provisions Art. 116 and 117 of the Labour Law, either by a doctor's report, in case of temporary incapacity for work.

The employer may terminate the employee's employment contract due to absence from work if the general act of the employer or the employment contract concluded with the employee, as non-compliance with work discipline due to which the employment contract may be terminated, prescribes the employee's absence from work, in terms of Article 179 para. 3. of the Labour Law.

Additionally, measures for violation of work duties or non-compliance with labour discipline are prescribed by the Art. 179a of the Labour Law.

To summarize, the fear of infection cannot be a justified reason for the employee's absence from work with the employer who has taken all the measures set out in the above regulations. The employee and the employer may agree and regulate any absence in each case by implementing some of the institutes of labour law.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

In order to mitigate the economic consequences caused by COVID-19 disease, the government of the Republic of Serbia adopted the Regulation on Fiscal Benefits and Direct Payment to Private Sector Companies and Monetary Support to Citizens (Official Gazette of the RS No. 54/2020 and 60/2020). This regulation regulates the state intervention in mitigating the mentioned economic consequences, VAT treatment of trade in goods and services without compensation for health purposes, as well as payment of one-time financial aid to all adult citizens of the Republic of Serbia from the state budget.

All business entities (including sports organisations, non-profit organizations) have the right to use these measures under the condition that they were not on the list of users of public funds.

Additionally, in order to become beneficiary of the fiscal benefits and direct payments measures, the employers should meet certain conditions cumulatively:

- to be established and registered with the competent authority or organization, i.e. to became VAT payers before 15 March 2020;
- not to reduce the number of their employees by more than 10% during the period from 15 March 2020 until 10 April 2020; the 10% reduction in employees does not count, i.e. does not take into account employees with a fixed-term employment contract dated before 15 March 2020 for the period ending between from 15 March 2020 to 10 April 2020.

Therefore, business entities established and registered on and after 15 March 2020 are not entitled to the financial measures under the Regulation. Also, the Regulation does not apply to large companies such as banks, insurance and reinsurance companies, voluntary pension fund management companies, financial leasing providers, as well as to payment institutions and electronic money institutions.

The adopted economic measures are :

i. Fiscal benefits

Fiscal benefits foresee the allowed deferral of maturity for payments between 1 April 2020 and 30 June 2020, and exceptionally until 31 July 2020 for taxes and compulsory social security contributions payable on earnings for the month of June 2020, payables in accordance with the labour regulations.

For the sake of clarity, the delays of the maturity for payments for legal persons are the following:

- taxes and social contributions on salaries of the employees until 04 January 2021,
- corporate tax advance payments for March, April, and May 2020 until the submission of the final corporate income tax return for 2020.

Likewise, the legal entity that chooses to use these benefits has the right to defer payment of the due taxes and contributions or advance payment of corporate tax, on the maximum of 24 equal monthly instalments without interest payment.

ii. Direct payments

The aim of the direct benefits provided by the Regulation is to facilitate the employer to provide funds for the payment of salaries to employees. If the employer does not want to use such benefits, it has no obligation to accept the application of measures.

The direct benefits are non-refundable monetary payments from the Serbian State Budget, in the amount of the basic minimum net salary for March, April and May 2020 in the Republic of Serbia. The whole amount of direct benefits is foreseen for micro, small and medium-sized enterprises, while in the case of large enterprises it will amount to 50% of the minimum salary.

The benefits in question are payables in three monthly instalments, namely, in May, June and July 2020. The employer is obliged to utilize these funds solely for the purposes for which they were given, that is, for payment of employee's salaries (or part of the salaries), by transferring the corresponding amount from the special purpose bank account to the account of each employee individually.

iii. Payment of one-time financial assistance to all adult citizens of the Republic of Serbia

After revocation of the state of emergency, all adult citizens of the Republic of Serbia are paid a one-time financial aid in the amount of 100 euros equal in dinars.

iv. VAT treatment of trade in goods and services without compensation for health purposes

The turnover of goods and/or services performed without compensation by the VAT payer to the Ministry of Health, Republic Health Insurance Fund and health institution in public ownership, VAT will not be calculated and will not be paid, and the VAT payer will have the right to deduct previous tax based on that turnover. The relevant VAT payer is obliged to keep special records, which contain in particular data on:

- name, address and personal identification number of the person to whom the supply of goods or services was performed; and

- cost price, i.e. purchase price of goods and/or services whose turnover has been performed.

Likewise, on 17 March 2020, the National Bank of Serbia adopted measures which announced at least a 90-day moratorium on all debts and finance leases (Official Gazette of RS No.33/2020). However, debtors may opt to continue to repay loans and finance leases.

b. The Federation and/or the League (common funding? Others?)

It is worth mentioning the action initiated by the Football Association of Serbia on the initiative of President Slavisa Kokeza with the aim of raising significant funds to help the Serbian health system in the fight against the COVID-19 virus pandemic. With the support and involvement of the staff of the FAS, players, FAS members and others, funds were raised for the Infectious Diseases Clinic of the Clinical Center in Belgrade.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

The Serbian Sports Medicine Association has not taken any formal decision.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

Football clubs tried to reach the agreements with the players and other employees.

Some clubs negotiated with the players individually whilst the others negotiated collectively, but the outcomes of these negotiations are similar as it was mostly agreed the salary cut to the extent of 50% for the period of 3 months.

As to the law, the Serbian Law of Contract and Torts provides for that a debtor could ask the court to cancel a contract in case of changed circumstances, subject to the mandatory requirements (Articles 133-136) as mentioned in the text below. However, the agreement would not be cancelled where a creditor accepts or offers fair amendments to the agreement.

The players of the Super League and First League clubs have the status as employees as they have signed the employment contract with the clubs. Therefore, they are subject of the Labour Law of Serbia. With this in mind, the Art. 116 and the Art. 117 of the Labour Code regulates the rights of the employees in the cases of ``lay off`` or *closure situation, respectively regulates employee`s rights subject to Government health and safety closure order as follows:*

“Article 116

An employee is entitled to compensation of salary - amounting to at least 60% of the average salary in the 12 preceding months, on condition that it may not be lower than the minimum salary determined in conformity with the present Act - during an interruption of work, i.e. reduction of the volume of work which occurred without employee`s fault, at most for 45 workdays in a calendar year.

Exceptionally, in the case of interruption of work i.e. reduction of volume of work which requires a longer absence, the employer may, with prior consent of the

minister, direct the employee to a leave of absence exceeding 45 days, along with the compensation of salary specified in paragraph 1 of the present Article.

Before granting the consent specified in paragraph 2 of the present Article, the minister shall demand the opinion of the representative trade union of the branch or line of activity established at the level of the Republic.

Article 117

An employee is entitled to compensation of salary in the amount determined by a bylaw and employment contract during an interruption of work which occurred at the order of a competent state agency, or employer's competent body due to failure to ensure safety and protection of life and health at work which is a condition for continuing the work without the risk for life and health of employees and other persons, and in other cases in conformity with the law.

Other cases, too, may be determined in a bylaw and employment contract, in which an employee is entitled to compensation of salary.”

To summarise, if an employer is forced to scale back or close its business completely, it may “lay off” employees for up to 45 days, or even longer where provided for by law. Laid-off employees are entitled to pay at a minimum of 60% of his/her average salary over the previous 12 months. Higher amounts may be payable under collective agreements, by-laws or employment contracts. In any event, the salary may not be lower than the minimum wage.

Employees of employers closed by an official healthy and safety closure order are entitled to pay during the closure. The law makes no provision for the amount payable in this scenario. However, collective agreements, by-laws or individual employment contracts should have provisions regulating this scenario.

6. Do clubs negotiate with players, individually?

Yes.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

Neither have negotiations taken place, nor has any decision been reached at collective level.

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent)?

The COVID-19 pandemic has put Serbian contract law to the situational sensitivity test. There is no explicit definition of *force majeure* under the Law of Contract and Torts of Serbia (Official Gazette of SFRY, No.29/78, 39/85, 45/89 – CC decision and 57/89, Official Gazette of SRY No.31/93, Official Gazette of S&M, No.01/2003 – Constitutional Charter and Official Gazette of RS, No.18/2020). In other words, there is no automatic option for a debtor under the Serbian law to terminate a contract due to an event which could be deemed force majeure.

In casu, termination of the contract should be sought on the grounds of a change of circumstances – concept *rebus sic stantibus* because the COVID-19 pandemic is a change of circumstance that may lead to the collapse of a contracting party's business.

Termination of a contract on grounds of a change of circumstances is regulated in Article 133 of the Law of Contract and Torts, which provides:

*“Should after concluding the contract **circumstances emerge which hinder the performance of the obligation of one party, or if due to them the purpose of the contract cannot be realized, while in both cases this is expressed to such a degree that it become evident that the contract meets no more the expectations of contracting parties, and that, generally speaking, it would be unjust to maintain its validity as it stands – the party having difficulties in performing the obligation, namely the party being unable, due to changed circumstances, to realize the purpose of contract, may request its repudiation**”* (emphasis added).

However, a contract may only be terminated on these grounds by way of court judgment, and by filing a claim by the contracting party seeking to withdraw from the contract. The mentioned is codified in art.134 and art.135 of the Law of Contract and Torts which foresee the following:

“Art.134 Duty of Notification

A party authorized due to changed circumstances to request repudiation of contract shall have a duty to notify the other party on his intention to request repudiation immediately after becoming aware of the emergence of such circumstances, and in case of not acting accordingly, the first party shall be liable for loss sustained by the other party because of failure to be notified about the request on time.

Art. 135 Circumstances Relevant for Court Decision

While deciding on repudiation of contract or on its alteration, the court shall be directed by principles of fair dealing, while especially taking into consideration the purpose of the contract, the normal risk involved with such contracts, general interest, as well as the interests of both parties”.

Art.134 is in relation with the Art.268 of the Law of Contract and Torts pursuant to which a debtor must notify a creditor about the force majeure event. In other words, a contracting party is obliged to inform the other contracting party on any event which might affect their mutual relations – otherwise, it could be liable for damages caused by delayed delivery of the notice.

After the proclamation of the state of emergency in Serbia, the Government adopted the *Decree on Emergency Measures (later amended and changed several times) on 16 March 2020* (‘‘Official Gazette of RS’’ No.31/2020). On 17 March 2020 the Ministry of Justice has issued recommendations on the work of courts and prosecutor's offices during the state of emergency, which have been sent to judicial authorities and other justice system stakeholders. Acting on the mentioned Recommendations, the High Judicial Council rendered a Conclusion setting down cases that are to be heard as a matter of priority. All other hearings are adjourned starting from 19 March 2020 until the state of emergency is lifted save for the enumerated priority cases.

Consequently, this court suspension related to the employment-related disputes, and it was questionable whether and until when would it be possible to file actions seeking contract termination due to a change of circumstances.¹²¹

From all of the above, the contractual parties in Serbia avoided to terminate contracts off-hand, and they tried to agree in what direction their contractual relations would go forward. It is yet to be seen how the courts in Serbia as the only authority to terminate contracts due to a change of circumstances, qualified this pandemic.

Additionally, as to the pre-contractual obligations, Art.45 of the Law of Contract and Torts expressly provides that a pre-contract (preliminary contract) does not bind parties if circumstances after its conclusion are changed to such an extent that it would not have been concluded if they had existed at the time of conclusion.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

No official reaction yet.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

- a. *Broadcasters;***
- b. *Sponsors***

No significant developments at all. Actually, all agreements with broadcasters and sponsors are performing/performed as contractually agreed if possible and generally, COVID-19 did not affect in any way the imposed obligations.

11. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

They were suspended for the period from 15 March 2020 until 11 May 2020.

12. *Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?*

No football club nor its related body has yet declared such consequence of the coronavirus.

¹²¹ On 07 May 2020, the [High Court Council](#) adopted a Conclusion in which it is determined that the conditions for the normal work of the courts are fulfilled, so that, starting from 11 May 2020, the courts on the territory of the Republic of Serbia work regularly.

SLOVENIA
By *Luka Milanović*¹²²

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

On 12 March 2020 the Football Association of Slovenia (“Nzs”) ¹²³ suspended all competitions organised under its auspices. Following the suspension of the lockdown state by the state authorities, Nzs decided to continue with its top tier competition (First Division competition¹²⁴) and the Cup competition (in modified format). The First Division competition will continue on 5 June 2020 and will finish on 22 July 2020.

All other competitions (amateur, youth, futsal) organised by Nzs are cancelled.

It is to be noted that only football’s First Division was not cancelled. In basketball, handball and volleyball championships were declared as cancelled. In basketball no champion has been announced, while in handball and volleyball champions have been announced based on the standings before the cancellation.

2. *Has the Government/Federation/League adopted measures relating to:*

a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or*

Nzs adopted guidelines on safe and secure training activities which are in line with the guidelines of the National Institute for Public Health (“NIJZ”). The guidelines do not include testing since the approach of medical authorities is slightly different than in other countries. Testing is obligatory only for persons who show clear symptoms of COVID-19. However, all players and members of technical staff have to report regularly to the responsible person in a club via specific questionnaire about their health condition. Therefore, the responsible person in every club is well aware of the condition of every club member.

b. *The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?*

Following the Government’s order according to which team sports are able to continue with their competitions, Nzs issued guidelines on safe conditions for matches that have to be followed by all participating clubs. A detailed protocol was compiled with guidelines and recommendations for all personnel involved in the match (teams, technical staff, ball boys, security, broadcasters, etc...).

¹²² Luka Milanovic is a legal counsel for EuroLeague Players Association (ELPA) and a visiting lecturer at the Faculty of Law, University of Ljubljana on sports law. Email: milanovic.luka@gmail.com

¹²³ Nzs – Nogometna zveza Slovenije – for all the support in preparing this chapter I would like to thank Mr Mladen Čičmir from Nzs.

¹²⁴ 1. Liga Telekom Slovenije.

The rest of the matches in the championship will be played behind closed doors with a minimum number of persons who are responsible for a match organisation.

Format of the competition in the First Division remains the same while the format in Cup competitions has been amended. Namely, there will be only one match played in the semi-finals. Furthermore, for the sake of fairness, both semi-finals and the finals will be played on a neutral ground.

Until the end of this seasons' competition clubs will be allowed to use up to 5 substitutions following the amendment of the Laws of the Game by the International Football Association Board ("IFAB").

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

Players, coaches and other staff members are under a contractual obligation to provide their services for the club. Taking into account the picture of COVID-19 in Slovenia which has been the first country in Europe to officially announce the end of the COVID-19 epidemic, a refusal to provide its contractual obligations would not be justifiable under Slovenian legislation. Therefore, such refusal would be deemed as breach of contract.

4. *What are the specific measures taken by:*

a. *The Government (unemployment benefits foreseen for workers in general? Other specific measures?)*

In Slovenia sportsmen are usually "hired" by clubs to provide their services (playing football, basketball, handball, etc.) based on a service contract (not employment contract). Therefore, sportsmen are considered as self-employed persons who render their services to clubs. Their monthly salary is payable on a monthly issued invoice. All self-employed were included in a package of economic stimulus measures worth roughly EUR 2 billion to keep society running during the COVID-19 crisis. The measures were in place until 31 May 2020. The self-employed (also sportsmen) received a waiver of contributions (health and social security) and a monthly basic income of 70% of minimum pay. Eligible were all self-employed that submitted statements that their business has been affected by the COVID-19 crises.

b. *The Federation and/or the League (common funding? Others?)*

NZS adopted several measures to help the clubs with their liquidity, namely:

- Advance payment to the clubs deriving from media rights agreement NZS and media rights holder;
- Advance payment to the clubs deriving from sponsorship agreements NZS and the First Division sponsors;
- NZS will cover 100% of the costs of match officials (referees, delegates) for the rest of 55 matches in the First Division; and

- Financial stimulation for clubs who will field U21 players in next four seasons.
- c. *Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?***

There was no such decision.

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?*

The clubs have conducted negotiations with its players in regard to salary cuts. The monthly salary reduction varies from club to club, namely from 10-12,5-12,5 up to 25-50-50 (i.e.10% for March 2020 - 12,5% for April - 12,5% for May 2020 up to 25% for March 2020 – 50% for April 2020 – 50% for May 2020). At least one club offered its players to return the reduced part of the monthly salary in case they become champions in 2019/2020 or 2020/2021 season.

6. *Do clubs negotiate with players, individually?*

All clubs have conducted negotiations with its players and tried to conclude team-wise addendums to their contracts. In rare cases, where a player would not agree on the terms of the team-wise addendum, an individual approach to salary cuts might have been adopted.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

NZS conducted several meetings with the representatives of the First Division clubs that are composing the Committee for Professional Football and some other clubs that are still competing in the Cup competition. At the beginning of the COVID-19 crisis there was almost unanimous opinion of the clubs that the current seasons has to be suspended, but NZS insisted on UEFA recommendation that the competitions (at least the First Division and the Cup) has to be finished on the pitch, unless the state authorities would not allow it.

Slovenian professional football players' union (SPINS) was also invited to the meetings and was invited to make its contribution mainly related to securing conditions for players' health.

Moreover, SPINS made a proposal to all clubs competing in the First Division in regard to salary cuts. The proposal of SPINS was accepted and applied by six out of ten clubs. Other four clubs have concluded their own team-wise arrangements.

8. *Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?*

The concept of *force majeure* is not explicitly mentioned in the Code of Obligations (CO). If a club and a player could not reach an amicable solution on salary cuts, they can rely on Article 112 (1) of the CO, which reads as follows: "If after the conclusion of a contract circumstances arise that render the performance of obligations by one party more difficult or owing to which

the purpose of the contract cannot be achieved and in both cases to such an extent that the contract clearly no longer complies with the expectations of the contracting parties and in the general opinion it would be unjust to retain it in force as it is, the party whose obligations have been rendered more difficult to perform or the party that owing to the changed circumstances cannot realise the purpose of the contract may request the rescission of the contract.

Therefore, a club has a right to request a termination of a contract with its player before the court, while on the other hand the player can keep its contract valid and in full force if he offers to have the contract conditions justly amended or allows such amendment offered by the club (Art. 112 (4) of the CO). The “just amendment” is a legal term that will have to be applied by the court while taking into consideration every individual case peculiarity.

According to the above, a club cannot unilaterally validly (without court’s intervention or an agreement with a player) terminate or amend the contract. Should a player refuse to accept a salary cut, a club can only request a contract termination before the court. Whether the court will grant such request depends on whether the offered salary cut was aiming at a legitimate aim and was a proportionate measure to achieve such aim.

It is to be noted, that such a legal conclusion would only apply in a case where there is no arbitration clause included in a contract. Should there be an arbitration clause inserted in a contract, Slovenian legislation would not be applicable and Slovenian courts would not have the jurisdiction to decide over the contractual dispute.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

Up until now, there has been no official reaction at national level to the FIFA guidelines on COVID-19.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

a. Broadcasters;

NZS as the owner of media rights for all competitions organised under its auspices is in a fully effective and binding contractual relationship with Telekom Slovenije until the end of 2020/2021 season. There has been no reduction of payments as it is expected for the 2019/2020 season to be played in its full capacity.

b. Sponsors

Some clubs are facing difficulties with sponsors in view of reduction of sponsorship amounts and delays with payments for 2019/2020 season. A further reduction of sponsorship amounts is expected for 2020/2021 season.

11. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

Disciplinary proceedings are limited to disciplinary violations that occurred before the suspension of the competitions. Furthermore, licensing of the clubs for 2020/2021 season has been conducted in regard to some procedural alternations brought by UEFA.

National anti-doping agency (“SLOADO”) has notified all sportsmen that anti-doping testing will continue, regardless of the COVID-19 crisis.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

So far none of the 1. Liga Telekom Slovenije clubs has been involved in insolvency proceedings as a consequence of the COVID-19.

SWEDEN

By Marie-Anne Lindhardt¹²⁵

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

Normally, professional leagues start at the beginning of April, since the Swedish football season runs from 1 January to 31 December each year (spring/autumn season). Hence, when the pandemic broke out, the professional leagues had not yet started.

On the 19 March 2020, the formal decision to postpone the start of the professional leagues was taken. On 29 May 2020, the Swedish Health Agency announced that professional sports competitions would be allowed to be conducted starting 14 June 2020. On the basis of this announcement, the decision was taken that the main professional leagues for men (i.e. Allsvenskan and Superettan) will start on 14 June 2020. On the women's side, the second highest league (i.e. Elitettan) will start on 14 June 2020, while the highest league (i.e. OBOS Allsvenskan) will start first on 27 or 28 June 2020 in accordance with a request from the participating clubs.

In regard to the lower leagues arranged by the Swedish Football Association (the "SvFF"), these will, as a result of their delayed starts, be played as single series this season. Meaning that the participating clubs only will play a half season and only face each other once.

During this time, the local leagues have been allowed (with a shorter interruption) to arrange both friendly and competitive matches within their own district for players up to the age of 18. As from 14 June 2020, these leagues will also be allowed to arrange matches for players that are 18 years old and older. How they decide to proceed will be up to each of the respective district football associations.

The only competition that so far has been cancelled due to the pandemic, is the women's national cup. For the men's national cup, there is still a plan to try to make sure that the remaining final rounds shall be played. If this will be possible and when the matches in such case shall be held is not yet decided. The main reason for this is that the match schedule for Allsvenskan (the first league) has priority, which, at the time of writing has only been decided for the first three rounds.

With respect to training, professional players (for now) are either conducting their training on their own or train shortened adapted sessions with their teams. Some clubs have decided to use the possibility of implementing short-time work and receive financial support from the government. This system requires that the players' working hours be reduced, with a minor reduction of salary. For obvious reasons, this has an effect on the number of hours players are allowed to train for, with their respective teams.

2. Has the Government/Federation/League adopted measures relating to:

¹²⁵ Sports Law Specialist and Partner at MAQS Advokatbyrå

a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or*

As reported by the media, the restrictions in Sweden have not been, in comparison with big parts of Europe, very extensive. The recommendations are, and have been, that teams can continue their training activities but they are advised to adapt them by, for example:

- Only players who do not show any symptoms should participate in training activities. A player who has shown symptoms should wait two days before returning to any organized training activities. If a player has tested positive for COVID-19, he/she should, after becoming free from symptoms, wait seven days before participating in any organized training.
- Team activities should be held outside
- The teams should focus on exercises with less body contact
- The players should change at home before/after the organized activity
- The players should not share water bottles or other things that can transfer saliva
- There should be possible for the players and coaches to keep a good hand hygiene at the facility
- The club should limit the amount of people around the activities and explicitly state that they do not wish for any audience

The recommendations and restrictions in regard to exercises with less physical contact will lapse on the 14 June 2020.

The professional male clubs will also have to apply the new protocol on the safeguarding of the clubs' training environment (see next section). A protocol that most likely also will be used as inspiration for other leagues and sports, with for them necessary amendments.

b. *The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?*

With the aim to make sure that the professional leagues restart as soon as possible, to do so in a responsible manner and without increasing the risk for contamination, the association for the clubs participating in the main male leagues (Svensk Elitfotboll) has produced two protocols for how the clubs should conduct their activities going forward.

The first protocol concerns how the clubs should work to safeguard the training environment¹²⁶ and the second protocol sets forth how official matches should be arranged and conducted during this period with COVID-19¹²⁷. These two protocols were presented to the Swedish Health Agency during the first part of May and have been part of the documentation leading up to the announcement to allow professional sport activities as from 14 June 2020.

Both protocols are divided into five different phases:

¹²⁶ <https://www.svenskelitfotboll.se/wp-content/uploads/2020/05/Protokoll-Professionella-tr%C3%A4ningsmilj%C3%B6er-inom-SEF-klubbarna-under-Covid-19.pdf>

¹²⁷ <https://www.svenskelitfotboll.se/wp-content/uploads/2020/05/Protokoll-Genomf%C3%B6rande-av-de-professionella-SEF-klubbarnas-matcher-under-Covid-19-OR-PE-3.pdf>

- Phase 1: Return to a normal number of training sessions and to, for football, a normal level of body contact
- Phase 2: Friendly matches behind closed doors for the clubs' senior teams
- Phase 3: Official matches behind closed doors for the clubs' senior teams
- Phase 4: Official matches with a reduced number of spectators
- Phase 5: Official matches with an ordinary number of spectators

Besides the protocols, it should also be noted that the SvFF has decided to amend their regulations and implement the possibility to allow five substitutions per team and match, as provided by IFAB due to the amendment of the Laws of the Game. This possibility will apply for the main professional leagues of both men and women as well as for the men's national cup.

As a final note, it should also be mentioned that since the end of March there is a probation in Sweden against public events and gatherings with more than 50 people. This prohibition applies until further notice, and the start of the professional leagues will therefore be conducted behind closed doors.

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

The club decides, as employer, how and where the work is to be performed. Hence, a player, coach or any other staff member is not entitled to refuse to go to work and participate in training sessions or any other football related activities. A player, coach or a staff member is only allowed to stay at home after the prior approval of the club. If an employee stays at home despite being requested to attend the workplace, this behaviour may constitute a refusal to work or a refusal to follow orders. Even if the consequences of such a behaviour, as a starting point at least, would be less severe during this period of COVID-19 than under normal circumstances.

Nonetheless, clubs are responsible for their employees' working environment and they shall conduct regular risk assessments to determine the necessary measures to be taken in order to prevent its employees from being subject to bad health or accidents. Circumstances that should be included in these assessments are inter alia if there are any employees in a risk group or if any of the employees experience psychological stress or enhanced anxiety due to the Covid-19 situation.

Based on the risk assessment, the club/employer has to decide whether any special arrangements needs to be implemented in order to provide and safeguard a good working environment for the employees. The employer shall make sure to follow up on and evaluate the measures taken and new risk assessments, shall as mentioned above, be conducted on a regular basis.

4. *What are the specific measures taken by:*

- a. *The Government (unemployment benefits foreseen for workers in general? Other specific measures?)***

One of the measures taken by the Swedish Government has been to implement new and updated regulations for short-time work allowance. The objective behind the system is to enable for the employers to retain its employees under a period of severe financial difficulties and to be able to gear up again as soon as the situation turns around.

The system provides for the employers to reduce their employees' working hours with 20, 40, 60 or 80 per cent, while the employees' salaries only are reduced with 4, 6, 7.5 or 12 per cent. This in the same time as the government steps in and provides a financial support that compensates for a significant part of the employer's salary costs. By implementing this system, clubs have been given an opportunity to retain almost all their personnel while at the same time lowering their salary cost without substantially affecting the employees' salaries.

In order for a football club (or an ordinary company) to be entitled to this financial support from the Government, it inter alia has to have temporary and serious financial difficulties in meeting the challenges that come in the wake of COVID-19. The difficulties must be caused by an event outside the club's control and specifically affect the club's business.

In addition, a club that wants to implement the system has to enter into a collective bargaining agreement which sets forth the specific terms that shall apply for the club during the term of short-time work (employees included, the reduction of working hours etc.) or alternatively, depending on the circumstances, enter into an specific short-time work agreement with at least 70 per cent of the employees.

Since this is a new form of financial support, we are provided with information on an ongoing basis on how the rules shall be interpreted and applied. Besides new information, the authority administrating the support has also been changing the prerequisites along the way which has created some uncertainty and frustration among the employers that have implemented the system.

The Government has also allocated a special crisis package of SEK 500 million to be distributed to stakeholders within the Swedish sports movement. The responsibility for determine how the money shall be distributed and the different criteria that shall apply in order for a sports organisation to be entitled to financial support has been directed to the National Sports Association (Riksidrottsförbundet), which is the umbrella organisation for the Swedish sports movement.

Financial support can be granted for lost revenues and additional costs related to the COVID-19 outbreak during the period from 12 March up until 30 June 2020. Approximately 4 000 sports organisation have applied for financial support, and the total amount requested through those applications amounts to SEK 1.3 billion. It will be a delicate task for Riksidrottsförbundet to allocate the financial support among the applicants. The final decision on the allocation is presumed to be taken by the 11 June 2020.

b. The Federation and/or the League (common funding? Others?)

Neither the federation nor the leagues have introduced any common funding to help the football clubs to face the financial difficulties in the wake of COVID-19.

Svensk Elitfotboll did however attempt to facilitate by amending the payment plan for the amounts payable to the clubs in respect of national broadcast and sponsorship agreements which. The amount that should have been paid in April was therefore divided into two instalments, with one payment in March and the other in April.

Further, the association for the clubs participating in the main professional women leagues (Elitfotboll Dam) also made an attempt to facilitate, by making an early flat payment from the central funds applicable to professional women's clubs.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There are no such association of sports doctor in Sweden who can make binding decisions and there is not any official statement from such an organization in regards of the pandemic.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

A number of clubs, as well as the SvFF, have used the possibility to implement short-time work and thereby reduce its salary costs (see above). A system that could be used for an initial period of up to six months and in some cases for an additional period of three months. The period for which the clubs will use the system of short-time work deviates between the clubs and in relation to which category of employees that are included.

There are also a number of clubs that instead of short-time work, have entered into mutual agreements regarding salary reductions with their players, coaches and staff members. Such agreements has also been entered into between Svensk Elitfotboll and its employees.

6. Do clubs negotiate with players, individually?

Clubs that applies short-time work do so based on local collective bargaining agreements negotiated between the respective club and the local trade union, primarily Spelarförbundet and/or Unionen.

Clubs that have entered into mutual agreements with their employees on salary reductions, shall be presumed to have negotiated them collectively and not individually.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

One of the prerequisites for obtaining the short-time work allowance is that a local collective bargaining agreement is made between the respective club and relevant trade unions (see above).

These local collective bargaining agreements are based on collective bargaining agreements negotiated on a national level. Besides these there has not been any discussions or negotiations on national level.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at

the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

The Swedish legal system recognises the concept of *force majeure*, mainly if such a clause is inserted in the agreement between two parties. This is rare (if ever seen) in an employment contract between a player and a Swedish football club.

Either way, *force majeure* is normally not applicable on the club's main obligation towards the players, i.e. their payment obligation, and is therefore not an argument that could be used by the clubs for motivating termination of contracts, suspension of salaries or salary cuts.

Based on the Swedish employment law, employment contracts cannot (as a main rule) be unilaterally altered. A change of the contractual terms has to be agreed by mutual agreement, either between the employer and the employee or between the parties to applicable collective bargaining agreement (see information about short-time work above).

Should a club decide to neglect its obligations towards the employee by not paying the agreed salary, such omission could be seen as a material breach of contract. If that is the case, then the employee would be entitled to terminate the employment contract with just cause.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

There has not been any official reaction as such, but the SvFF has made use of the possibility to amend the registration periods.

In addition to the ordinary registration periods (January-March and mid-July-mid-August), the SvFF has decided, after receiving FIFA's approval, to insert an extra transfer window during the period 31 May 2020 up until 13 June 2020. This means that the registration periods for the 2020 season will be complemented with an additional period of two weeks, and thereby exceed the ordinary limit of 16 weeks.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

c. Broadcasters

According to the information that has been communicated, the agreement with the main broadcaster (Discovery) for the main professional male leagues has not been affected moneywise due to the postponement of the leagues. Two reasons for this could be (a) that the broadcasting agreement is new for this season and is valid for a period up until and including the 2025 season, and (b) that there still is time to make sure that all 30 rounds of the respective leagues will be conducted.

The economic value of the broadcasting agreement for the women's leagues is much lower than the value of the corresponding agreement on the men's side and is for this reason not in the same spotlight. Either way, there shall not have been any amendments made, and the agreement shall apply on the same terms as before the COVID-19 outbreak.

d. Sponsors

The leagues' main sponsors have so far honoured their agreements without any requests for reductions of consideration.

On the club side, there are clubs that have witnessed rougher times. Anticipated sponsors that have "frozen" their sponsorships accounts and sponsors that have tried to renegotiate existing contracts, but the situation varies from club to club as there are also clubs for which sponsorship agreements are unaffected.

Since the decision to start the leagues as from 14 and 27/28 June 2020 respectively, is still rather new, a better picture of the status of the clubs' sponsorship agreements will most likely be crystallised under the coming weeks.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

As a result of COVID-19 and with the aim to safeguard the safety of the athletes and the doping control officers the number of conducted doping tests has been reduced, but doping tests are still conducted. For the tests that are conducted, extra precautionary measures have been implemented.

If the number of conducted doping tests will get back to its ordinary level when the restriction against professional sports competitions is lifted as per 14 June 2020 is too early to say.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No football club has been involved in any insolvency procedure due to COVID-19, but in general, the financial situation for the clubs is critical.

EY has conducted a financial analysis of the football clubs that participated in Allsvenskan (first male league) 2019. The analysis is based on a number of assumption in regards to decreased revenues related to matches, sponsorship agreements, player transfers etc. The result presents a situation that needs to be taken seriously. According to EY's analysis, 14 of 15 clubs would risk bankruptcy under the 2020 season if they do not manage to attract external capital from investors, sponsors etc¹²⁸.

For now, the decisions to start the leagues has been taken. Next important decision will be the date from which the supporters will be allowed to attend the stadiums and watch the official matches live. But for now, it has at least started to be some light in the end of the COVID-19 tunnel.

¹²⁸ https://www.ey.com/sv_se/news/2020-press-releases/05/14-av-15-allsvenska-klubbar-kan-ga-i-konkurs-pa-grund-av-coronap (200601)

SWITZERLAND

By Kai Ludwig¹²⁹

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

On 12 March 2020, the Federal Council declared a state of emergency for the whole of Switzerland because of the COVID-19 pandemic.

Since 21 March 2020, meetings of more than five people are prohibited in public. If five or less than five people meet, they must maintain a distance of more than two metres between them (social distancing). Restaurants, shops, markets, leisure and sports facilities, as well as facilities where the distance rules cannot be observed, were closed; only grocery stores and health care facilities were allowed to remain open. The borders with all neighbouring countries are controlled; all persons are refused entry into Switzerland (exceptions are possible, for example for persons living or working in Switzerland).

On 28 February 2020 the Swiss Football League (SFL; 1st and 2nd divisions) decided to postpone all matches of the 24th round of the Super League and the Challenge League for the time being, with 13 match days still to be played in the 2019/20 season.

On 13 March 2020, the Swiss Football Association (SFA) decided to completely suspend match operations for all categories and age groups until further notice. . As a result of the measures decided by the Federal Council (see above), training operations were also completely suspended with effect from 16 March 2020.

On 16 April 2020, the Federal Council decided to ease various measures to contain the COVID-19 pandemic due to the decreasing number of infections. This phase of the easing, coming into force on 27 April 2020, concerned healthcare institutions, self-service facilities, personal services and DIY and garden centres.

On 29 April 2020, the Federal Council decided to ease various measures to contain the coronavirus due to the decreasing number of infections. Gradually, public institutions, schools, restaurants and shops will be reopened. From 11 May 2020, sports facilities will also be allowed to reopen. For the training of professional athletes, the maximum number of persons present (5 persons) and the distance rules will be lifted; the condition is a concept of the Clubs to protect the athletes from infection. From 8 June 2020, professional sports competitions (without spectators) and meetings of more than 5 persons will also be possible again.

On 27 May 2020, the Federal Council decided that as of 6 June 2020, further businesses and institutions will be allowed to reopen. Events for up to 300 people will then also be allowed to take place. The requirement being that a set of precautionary measures is in place. If close contact is likely, the contact details of those concerned are to be taken in order to be able to trace the chain of transmission. Furthermore, everyone involved – that is to say event organisers and participants, employees, customers, teachers, students, apprentices, athletes and trainers –

¹²⁹ Attorney at law, Partner at monteneri sports law, Zurich; www.monteneri.com, kl@monteneri.com

must be able to observe the rules on hygiene and social distancing¹³⁰. Federal Council has also decided to downgrade the situation status under the terms of the Epidemics Act from 'extraordinary' to 'special' with effect from 19 June 2020.

Sports competitions with up to 300 people will therefore also be possible again from 6 June (Condition: one person must be designated to compliance with precautionary measures).

Despite the easing of the COVID-19 measures by the Federal Council, the SFA decided on 30 April 2020 to cancel all currently suspended championship and cup competitions of the 2019/20 season with the exception of the Super League, the Challenge League (1st and 2nd division) and the Helvetia Swiss Cup. There will be no valuation of the season (no champions, no promotions and relegations)¹³¹. Except for the two professional leagues and the CUP, the 2019/20 season in Swiss football (women, amateurs, juniors, etc.) is thus definitely finished.

The SFL teams can resume team training on 11 May 2020. The SFL has not yet decided on the continuation of the current championship in the two highest divisions (Super League and Challenge League), which is in principle possible from 8 June 2020¹³².

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing)

Together with the Institute for Infectious Diseases of the University of Bern (IFIK), the SFL has developed a detailed concept. For the central area of biosafety/COVID-19 testing, the SFL sought advice from specialists at the IFIK. The SFL and the IFIK dealt with various questions and issues arising in connection with the resumption of training operations and the resumption of matches without spectators. Interestingly, the concept explicitly does not include mandatory COVID-19 testing and focuses primarily on hygiene and distance measures.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

The SFL has decided on various temporary regulation modifications. Until the end of the season, each team is now allowed five substitutions per game instead of the usual three, in order to reduce the risk of injury for the players after the long compulsory break. In addition, the national licences have been extended and the qualification periods and playing eligibility have been defined. The qualification and deployment of new players before the end of the current championship is not permitted, neither for international nor for national transfers. Only in cases of hardship may new players be qualified and deployed. This includes players whose last employment contract was terminated due to Covid-19.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members

¹³⁰ <https://www.bag.admin.ch/bag/en/home/krankheiten/ausbrueche-epidemien-pandemien/aktuelle-ausbrueche-epidemien/novel-cov/massnahmen-des-bundes.html>

¹³¹ <https://www.football.ch/SFV/News-Seite/abbruch-der-saison-2019-20.aspx>

¹³² <https://www.sfl.ch/news/news/artikel/sfl-nimmt-sich-zeit-zur-klaerung-wichtiger-fragen/>

of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

If work can only be performed at the usual place of work, particularly vulnerable persons who, because of the nature of the activity, can only perform their tasks at the usual place of work, employees must always appear for work (Art. 10c para. 1 and 2 COVID-19 Regulation 2). In such cases, the employer is obliged to ensure that hygiene and protective measures are observed. If this is not possible, the employer must grant leave of absence with continued payment of salary to particularly vulnerable persons (Art. 10c para. 3 CO-VID-19-Regulation 2). Against this background, it can be assumed that for the duration of the COVID-19 pandemic a particularly vulnerable player/coach is entitled to stay away from training sessions and matches without sanctions or loss of salary.

It is questionable whether this also applies if "only" relatives of the player are particularly at risk. In any case, I am inclined to extend this rule to cases in which closest relatives, especially children, are affected.

4. *What are the specific measures taken by:*

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

Companies that may not have been open due to official regulations or other circumstances beyond the employer's control have the option of applying for short-time work for their employees. Short-time work is defined as the temporary reduction or complete cessation of work in a company, while maintaining the contractual relationship under labour law; in return, the employee waives 20 percent of his salary for the duration of the short-time work.

Unemployment insurance covers employers affected by short-time working for a proportion of their salary costs for a certain period. The aim is to avoid terminations of the employment contract (employer who receive compensation for short-time work cannot terminate contracts).

Unlike unemployment compensation, benefits are paid to the employer. However, every employee has the right to refuse short-time work compensation. The employer then must continue to pay the full salary to these employees. However, the employee then runs an increased risk of receiving the termination notice.

The maximum amount of the insured salary is CHF 12,350 per month in the case of short-time work (of which the employee receives 80 percent, i.e. CHF 9,980, in the case of short-time work).

In football, the problem arose that the short-time working regulation was not applicable to fixed-term employment contracts; this restriction was provisionally lifted by a decision of the Federal Council on 20 March 2020. Moreover, many players (at least in the highest division) earn more than the monthly ceiling of CHF 12,350; accepting short-time work would therefore imply a salary reduction of (sometimes significantly) more than 20%. However, players and clubs can agree on additional payments from the employer in this case to compensate for the employee's loss of salary.

b. The federation and/or the League (common funding? Others?)

Besides measures on cancellation of games and team practices, no specific measures have been taken by the SFV or the SFL. There is no specific compensation fund created (yet) by the SFV, the SFL or another entity to provide financial or material support to players, coaches or club employees affected by the COVID-19 crisis.

However, the Federal Council has announced that it will support Swiss sport with a total of CHF 100 million: CHF 50 million in the form of interest-free loans for professional sport and CHF 50 million in the form of non-repayable contributions for amateur sport, which are intended to protect organizations in the sports sector from insolvency¹³³.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

The Swiss Society for Sports Medicine (SGSM) has not (yet) taken a specific position on the current situation.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

Professional clubs can roughly be divided in two categories:

- a. Clubs that continue to respect their contracts with players and staff and therefore continue to pay salaries and benefits in full.
- b. Clubs that have agreed with players and staff on a temporary adjustment of their employment contracts and, as a result, a temporary reduction in salaries. The amount of the reduction is usually not disclosed; examples from lawyers' practice show reductions ranging from 10 to 60 percent of the basic salary, usually limited to the period during which no team training can take place. Already due salary components (signing fees etc.) are usually excluded from these agreements. This includes the clubs that receive short-time work compensation for their players. Since the short-time work compensation is paid to the employer, the club is additionally relieved (up to an amount of 9,980 monthly per player). For high earning players, the clubs thus effectively only pay the difference between the short-time work compensation and the agreed (reduced) basic salary.

A special case is FC Sion, which has asked all players to accept short-time work compensation without additional payment (players should therefore only receive a maximum monthly salary of CHF 9,980). After the proposal was rejected by all players, FC Sion terminated the employment contracts with nine players with immediate effect, citing *force majeure*. Thereafter, the remaining players agreed to FC Sion's proposal. FC Sion was then able to reach a settlement with some of the players who were dismissed, while others have announced that they will take legal action against the termination of the contracts before national courts or FIFA DRC.

¹³³ <https://www.baspo.admin.ch/de/aktuell/COVID-19-finanzhilfen-sport.html>

It should be further noted that all performance-related salary components are currently not being paid, which - especially in the case of highly performance-related contracts - results in an additional, significant reduction in player salaries.

6. Do clubs negotiate with players, individually?

Although a player's union (Swiss Association of Football Players, SAFF) exists, there is no mechanism of mandatory collective negotiation; collective bargaining agreements are virtually non-existent in Swiss Football. Therefore, all negotiations take place between the clubs and the individual players. At club level, the team council or team captain often coordinates the players' negotiations with the clubs and the players jointly propose a general waiver or Clubs try to propose solutions for the entire group of players and coaches. Finally, however, a modification of the employment contract must be agreed with each player individually, which means that in some circumstances, individual agreements may be made that differ from the proposed general arrangement.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

See above; although a players' union exists, it is rarely involved in negotiations between clubs and players.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

There is no statutory definition of the term "force majeure" in Swiss law.

The employment contracts of professional footballers are fixed-term contracts and cannot be terminated prematurely. In exceptional cases, any party may terminate the employment relationship with immediate effect at any time for "good cause" in accordance with article 337 para. 1 Swiss Code of Obligation (SCO)¹³⁴. Good cause is defined as any circumstance which - from a subjective as well as objective point of view - makes it unreasonable in good faith for the party terminating the employment relationship to continue the employment relationship until the next ordinary termination date or until the end of the fixed term of the contract. The term "good cause" in article 337 para. 1 is congruent with the term "just cause" in article 14 FIFA RSTP.

The COVID-19 pandemic is to be qualified as a *force majeure* event not only under FIFA regulations, but also under Swiss law. However, a termination with immediate effect based on *force majeure* and economic reasons would hardly be protected by the courts under the current legal situation and would rather be qualified as inadmissible, even if the effects on the respective company are serious.

Even a complete lack of financial resources clearly do not entitle the employer to terminate the employment contract with immediate effect, nor does the fact that the employer is unable to

¹³⁴ <https://www.admin.ch/opc/en/classified-compilation/19110009/index.html>

assign or offer the employee work due to official closure of the business or termination of the season.

The reason for this is that, according to case law and doctrine, the operational and economic risk of a company lies exclusively with the employer, who must therefore also bear the economic consequences of a pandemic. Consequently, termination with immediate effect due to the effects of the COVID-19 pandemic is not permitted; should it be declared, under Swiss law it will nevertheless terminate the employment relationship with immediate effect, with the employer being obliged to pay damages (positive interest).

Since the operational and economic risk of a company is borne by the employer, the prevailing opinion is that the employer is obliged to continue to pay the salary even if the company is closed down by the authorities or if the employer is unable to assign or offer the employee work; in this case the employer must continue to pay the employee the *full* salary.

However, if the closure is due to an official instruction without fault, the employee may be obliged to make up for his "missed" working hours under certain circumstances due to his duty of loyalty.

It is questioned, however, whether in cases of *force majeure* (pandemic), work obstructions lasting several months or even longer as a result of company closures or official prohibitions - in accordance with the principle of "no work, no pay" - will at some point render the obligation to continue to pay salaries void. However, this would require that the operational and economic risk be at least partially passed on to the employee. Whether this is permissible appears at least questionable; there is no case law of the Swiss Federal Tribunal yet.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

Not yet.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

a. Broadcasters

Due to the continuation of the season in the professional football leagues, income from TV marketing seems to be secured.

Even in ice hockey, where the season was terminated prematurely, TV marketing fees were paid for the entire season; in negotiations with the TV partners it was agreed to freeze the compensation, which in principle is progressive, for the last two years of the contract at the level of the previous season. Ice hockey will thus lose around CHF 5 million.

b. Sponsors

Furthermore, it cannot be ruled out that, particularly in amateur sport, there may be a loss of income in the area of sponsorship; specific cases concerning professional athletes, clubs or associations are not yet known.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

According to Antidoping Switzerland, Doping tests are still possible, but will be reduced and carried out with increased precautions to protect the doping control officers and the Swiss athletes¹³⁵.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Not yet.

¹³⁵ <https://www.antidoping.ch/en/news/statement-coronavirus>

TURKEY

By Anil Gursoy Artan¹³⁶

- 1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?**

On 10 March 2020, the first COVID-19 case was declared by the Turkish government.

On 13 March 2020, it was declared by the Turkish Football federation that the games will be played behind closed doors.

On 19 March 2020, President, Minister of Youth and Sports, Presidents of Turkish Football, Basketball and Volleyball federations met and at the end of the meeting they declared that all the leagues have been postponed until a further notice.

On 13 May 2020, Board of the Turkish Football Federation decided to recommence the Turkish Super League during the weekend of 12-14 June 2020, with league and cup matches to be completed by 26 July 2020. According to the this decision the TFF First League (i.e. the second division) will recommence on 19-20 June 2020, lower leagues including amateur leagues will recommence on 18-19 July 2020.

- 2. Has the Government/Federation/League adopted measures relating to:**

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or**

The Turkish Football Federation has published detailed guidelines to be followed by clubs, players and other personnel. The guidelines can be accessed at the following link; <https://www.tff.org/default.aspx?pageID=471&ftxtID=33273>

- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?**

Guidelines addressing return to competition protocols are yet to be published.

- 3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?**

There is no specific legal position that addresses this problem. However, since coaches and staff are subject to labour law, there is a case to be made that, as long as the employer takes appropriate precautions (i.e. hygiene, providing mask, regular PCR testing) and applies the

¹³⁶ Sports lawyer.

medical protocol foreseen by TFF, neither coaches nor staff would have right to refuse return to training/play.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

On 18 March 2020, the Prime Minister declared an economic support program. As from that day, additional several support topics have been declared. It has a very wide range of different support topics; postponement on credit pay-backs, postponing collecting tax, paying 1000€ to each family in need, ban on terminating employment contracts for three months, etc.

b. The federation and/or the League (common funding? Others?)

No.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

No.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

Even though there has not been any official declaration from any club, we know that nearly all of them suspended payments. Since it is unofficial, we have no knowledge how long it will take.

6. Do clubs negotiate with players, individually?

Especially after FIFA's COVID-19 Guideline had been declared, the Super League clubs began to discuss any possible amendment to the existing Employment Contract. Although no official statement has been made from the Clubs, we expect most of them would ask from players for an increase and/or deferral in payments.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

Only Union of Super League Clubs, which is a foundation in terms of legal personality, declared that clubs may ask amendments on the existing contracts. Other than that, there has not been any declaration. I should also inform you that, there is no player's union in Turkey.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

Force majeure has been defined under Turkish Code of Obligations and consequences thereof has also been foreseen. It is quite similar with any continental law system. In case performance becomes impossible or hard due to a reason which cannot be attributable to the debtor, the Code gives right to terminate the contract, demanding an amendment from a Judge or partial performance. In terms of employment contracts, it has been declared that for a three-month period (17 April 2020 – 17 July 2020), employers shall not terminate any employment contracts.

When it comes to the question that how the law will apply to existing employment contracts, the answer lies under the discretion of judge or judging authority's (Turkish Football federation's National Dispute Resolution Chamber) discretion.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

Turkish Football federation just interpreted the guidelines and shared it with clubs. However, there has not been any official reaction to the guidelines.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

a. *Broadcasters*

Broadcasting rights of Super League and First League has been centralized and Be-In Sports Media is the right holder. Be-In Sports declared that they will cease the payments.

b. *Sponsors*

So far, we have not heard any development.

11. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

Random and in-competition collection of samples and testing has been stopped. However other liabilities such as ADAMS and whereabouts continue.

12. *Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?*

It is too early to see such results of the coronavirus.

UKRAINE

By Yuliya Bogdanova¹³⁷

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

The Ukrainian Premier League was restarted on 30 May 2020 (except U-19 and U-21 championships).

The First and Second League championships are postponed (i.e. the second and third divisions respectively). At the meeting of Leagues Council (the decision-making body of the Professional Football League) which was held on 21 May 2020, the majority of clubs of the Second League voted for the cancellation of the championship. The decision regarding First League championship wasn't taken due to disagreements about the format of further competition process and determination of clubs' places in the tournament table. Next meeting of Leagues Council will be held on 5 of June 2020. It worth saying that the final decision will be taken by UAF Executive Committee on its meeting which will be held on 7 June 2020. If the decision will be to resume the championships, ExCO will stipulate the format and calendar for each division subsequently.

Some local amateur tournaments are restarted. Youth competitions are cancelled. All women competitions are cancelled as for the present moment but there is a possibility that they will be restarted.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

The working group consisting of the representatives of UAF, leagues, trade union, Medical Committee of UAF and Ministry of Health adopted detailed guidelines about the resumption of the training process. Among the main requirements in the guidelines is (a) 'double' COVID-19 testing of the players, coaches and staff (first testing – before the resumption of the training process, second one – three days before the competitions) and (b) providing the teams with a period of at least two weeks of preparations before the restart.

The majority of teams of Premier League and First League have started their training sessions on 11-12 of May 2020 (all COVID-19 tests were negative). A week later they began to play friendly matches. UAF has provided the matches with referees which were also tested for COVID-19.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

¹³⁷ CEO of Box-to-Box LLC, sports lawyer, Ukraine.

The question regarding the locations of matches is still on the table. All matches will be held behind closed doors. Obligatory COVID-19 testing of the players, coaches and staff three days before the resumption of the competitions. The Premier League was restarted on 30 May 2020, without any changes in format. Unfortunately obligatory COVID-19 testing has shown that the majority of one Premier League team tests, Karpaty Lviv, were positive. As for now all matches with participation of Karpaty are suspended, the whole team (players, coaches and staff) went to two-week isolation. Other Premier League teams are continuing the championship.

The issue regarding restarting of First and Second League championships and its formats is still under discussion.

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

Such a right exists only hypothetically and it's not provided neither by UAF regulations nor by the law.

Ukrainian Cabinet of Ministers through Ministry of Health determines if the epidemical situation is stable and will not cause any threats to people, and if so, it applies equally to all individuals. Now the quarantine regime is loosened by the Government which means that in case if players, coaches or staff will refuse to return to training/playing due to the reasons mentioned above, legally it will be regarded as disrespect of their contracts.

It worth saying that there were no such incidents of players'/coaches'/staff's refusals in Ukraine as to the present moment.

4. *What are the specific measures taken by:*

a. *The government (unemployment benefits foreseen for workers in general? Other specific measures?)*

None.

b. *The federation and/or the League (common funding? Others?)*

No financial support has been extended, yet.

c. *Is there any specific position taken by the association of sports doctors? If yes, are the federations bound by such a decision?*

Ukraine does not have an association/union of sports doctors.

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)*

Most Premier League clubs have not taken measures to reduce players' salaries as yet. The clubs of second and third tier are doing their best to reach the agreements with the players. Of course, each situation is different, but to summarise – salary reductions do not go beyond 20-30% and 50% in the rarest of cases.

6. Do clubs negotiate with players, individually?

The decision about the reduction of the salary is usually announced to the whole team, but then the club negotiates with each player individually, aiming to sign personal agreements which reflect the agreed reduction of salary.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

The working group consisting of the representatives of UAF, leagues, and trade union is currently working on finding solutions which are fair and acceptable to all parties.

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

The UAF Regulations on status and transfer of players contains the following provision: “issues not covered by the Regulation and unforeseen cases/force majeure are considered by the authorized bodies of the relevant association or the authorities of football justice of UAF in accordance with the relevant provisions of UAF, UEFA and FIFA. In the absence of such provisions, cases are considered in accordance with the laws of Ukraine and the principles of justice and impartiality” (Article 25 of the RSTP).

Current Ukrainian legislation does not provide a possibility for an employer to reduce or suspend salaries in the situation caused by the measures taken to prevent the spread of Coronavirus. Neither UAF nor the leagues took decisions to reduce the players’ salary. The clubs from their side negotiate with the players before any decision about the reduction of the salary is taken by them.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

The UAF has published the FIFA guidelines on its official website and also has sent it to each club. The UAF Executive Committee is now preparing amendments to the Regulations on status and transfer of the players taking into account the current situation in Ukrainian football due to Coronavirus.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters;

No.

b. Sponsors

No.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

As of now disciplinary proceedings/regulatory oversight are suspended.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Not yet, but unfortunately it seems that situation will change.

SECTION III

AMERICAS

ARGENTINA

By *Ariel Reck*¹³⁸

1. ***What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?***

In Argentina, the football championship was finally cancelled by the Argentine Football Association (“AFA”) on 28 April 2020 for all categories, including women’s football. All relegations are also suspended for two seasons, until 2022.

As for promotions, the idea is to play matches to define promotions (this will increase the number of teams in each category), but this depends on the evolution of Covid-19. San Martin from Tucumán, one of the best placed teams in the second division lodged an appeal to CAS against this decision, claiming the club should be directly promoted, arguing unfair treatment because relegation and cup qualification were already decided but promotion is still subject to a play-off.

The cancellation of the seasons means that the best placed teams so far have qualified for the continental competitions, save for the 2 spots that can be obtained via the Argentine Cup and the League Cup. AFA expects to play this competition in the second half of the year, again depending on the evolution of the pandemic.

The current situation also derived in the modification of the season in Argentina. Until now AFA was the only South American federation with a season running from June to July. Now following the transitional second semester of 2020, in 2021 Argentina will have a January-December league.

2. ***Has the Government/Federation/League adopted measures relating to:***

- a. ***The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***

AFA is preparing a protocol for the return to training and to play. In principle, as other federations, training will take place in small groups at the beginning, massive tests will be performed and once the activity resumes, games will be played behind closed doors. No draft was revealed yet, but the players union secretary general said they will only return once all security measures have been taken.

- b. ***The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

¹³⁸ Sports Lawyer.

Again, no specific decision has been taken yet. The games will be played behind closed doors, that's for sure. The idea is to return to training in August and to competition in September but depends on the evolution of the Covid-19. In first division the idea is to play a cup competition for the remaining of 2019 and to start the new national championship only in 2021.

In other divisions the idea is to play only promotion playoffs including a -yet to be determined- number of best placed teams in each division. The rest of the teams will in principle not compete until 2021

The idea to play matches in "safer" provinces of Argentina (in some provinces there are 0 cases) was mentioned but nothing in concrete. These places have limited infrastructure and cannot host so many teams and games.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

The government issued a decree allowing employees that belong to "high risk groups" to refuse to return to work. This applies only to the employees and to family members in a high-risk group.

As for the players, the collective bargaining agreement contains a provision for medical situations in general which provides that the player can object a medical diagnosis of the club and has the right to ask for the opinion of the Union's doctor and even of his own physician. In case of disagreement, an independent medical board shall be called upon.

In that regard, is important to recall that one week before the lock down measures were imposed, River Plate refused to play an official match citing COVID-19 risks and the match was declared forfeited, awarding the win to the rival team. A disciplinary process was also opened, with the potential for 3 more points being deducted from the general standings. The case is still pending.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

On 9 April 2020, the government issued a decree to help clubs by reducing or deferring the payment of social security taxes for clubs with less than 100 employees. Clubs with more employees are permitted to sign up to a procedure that grants them financial aid applicable to all employees (i.e. non-playing staff) except the football players.

b. The federation and/or the league (common funding? Others?)

The AFA is still receiving and distributing TV rights despite no games being played. CONMEBOL has also made an advance payment of 60% of the prize money for the clubs playing in the current stage of Copa Libertadores and Copa Sudamericana (this is \$1.8 million for Copa Libertadores Clubs and approx. \$200,000 for Copa Sudamericana Clubs).

On April 30, CONMEBOL further decided to distribute 14 million dollars among its 10 member association to assist with development projects, payment of salaries or any other measure to mitigate the impact of Covid-19.

AFA distributed most of these funds received from FIFA and CONMEBOL among clubs of all categories to help with the payment of salaries.

c. Is there any specific position taken by the association of sports doctors? If yes, are the federations bound by such a decision?

No position yet, but the AFA is preparing a protocol for the return to training and to play. In principle, as with other federations, training will take place in small groups at the beginning, massive tests will be performed and once the activity resumes, games will be played behind closed doors.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

Football clubs are still obliged to pay full salaries unless an agreement is reached with the players. Many clubs have already reached such agreement. Each case is different but in general terms a combination of reduction and deferral is agreed to and the "cut" differs depending on the income each player receives. The higher the salary, the greater the cuts and deferrals.

In recent weeks more clubs have arrived at agreements with players for deduction and/or deferral of salaries. However, a few small clubs from the second and third tier have decided to prematurely terminate the contracts originally ending on June 30 2020 and have not paid the players the salaries for the last months.

6. Do clubs negotiate with players, individually?

In general, negotiation occurs inside each club with the captains of each team, representing the players. Once an agreement is reached, every player signs it.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

No decision or agreement was reached at collective level. The Secretary General of the Union opposed a reduction in general terms, arguing that most players receive low salaries already. This explains why agreements are dealt with at the player-club level, directly. The only decision that was taken collectively is a special authorization by the union for clubs and players to sign contracts for just 6 months until December 31, 2020. In Argentina, according to the CBA, the minimum length of a contract is one year.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

In general terms, *force majeure* affects the validity of contracts and suspension of salary or termination with a reduced compensation is possible. However, when the pandemic started,

the government issued a decree prohibiting unjustified dismissal of workers in all areas. Nonetheless, the national labour law permits agreements between employers and employees to suspend or reduce work and compensation, and that's the pathway clubs are taking.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

There has been no reaction yet. The Federation is preparing a medical protocol for the return to training. Since the season was ended there is no need to address the issue of contract extension. In terms of salaries no judicial conflict has arisen thus far, with clubs and players negotiating a settlement in most cases.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

- a. Broadcasters;***
- b. Sponsors***

Not yet. The only significant development in that regard is that the TV rights holder is still making paying in full despite not receiving any payments from the public (Argentina has a pay per view system for first division and cable TV - general monthly fee - for the rest of the divisions).

There are also talks to broadcast one or two matches of first division in free-to-view TV once football resumes.

11. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

Disciplinary proceedings are all suspended. As for dope testing, I have no knowledge of its status at national level.

12. *Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?*

No.

CANADA
By Paul Champ¹³⁹

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

All championships are suspended in professional and amateur, but not yet cancelled. All amateur training is cancelled.

Professional athletes in the Canadian Premier League have been doing regular online ‘Zoom’ training with coaches throughout and will be starting field training on 3 June 2020 in groups of three to four. Footballers who play for Canadian clubs in Major League Soccer (Vancouver, Toronto and Montreal) have been doing regular individual training at club facilities since May 12, 2020.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

Provincial governments in Canada have not adopted formal guidelines relating to sports and team training. However, some provinces such as Ontario continue to maintain public health orders that prohibit any gatherings of more than five people. This restricts any kind of group training to a maximum of three or four players plus one coach.

The Canadian Premier League has not committed to any minimum training before return to competition, nor any form of testing at all. The current guidance relates to return to training only and are requiring the following: (1) players must use a personal hygiene kit of personal water bottle etc provided by the club; (2) players must complete a personal “Pre-Training Assessment” form each day before training, answering questions about potential symptoms or contacts; (3) players must travel to training in a personal vehicle (no public transit) with a maximum of two people in the vehicle; (4) players must arrive and leave wearing training clothes as no changing is allowed on site; (5) body temperature will be taken upon arrival at the facility in the parking lot; (6) masks and gloves are required indoors at training facility; and (7) following training, players must cool down on the field, cannot re-enter the building and must return home to shower. No testing is required at this time.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

The Canadian Premier League is currently proposing a significantly shortened “season”, which will really be a tournament over 40 days at a single site, or “bio-hub”. There will be no fans, and players and staff will be quarantined for the duration of the competition. There is no

¹³⁹ Paul Champ, lawyer in Ottawa, Canada, in private practice with www.champlaw.ca and also acting as General Counsel to the Professional Footballers Association Canada www.pfacan.ca

commitment yet to testing. The potential sites for the competition are in locations in Canada where COVID rates are very low. There is no further information at this time.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

The Canadian Premier League is unclear yet about what choice individual players may have to refuse play. Some players have expressed concerns about being separated from family for a prolonged period, and also whether they will potentially contract COVID-19 due to play and later expose their family.

Provincial governments in Canada have occupational health and safety laws that permit employees to refuse unsafe work. Provincial inspectors conduct swift investigations to determine whether the work refusal is justified. Given the current approach of provincial authorities, we would not be optimistic that a work refusal would be upheld, unless there was an active case among the players.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The federal government has provided a wage subsidy to employers that face a 30% drop in revenue as compared to the same period during the previous fiscal year. The subsidy amounts to 75% of employee wages. In other words, Canadian Premier League clubs are only paying 25% of player salaries, with the balance being subsidized by the federal government.

For workers who are laid off completely, they can receive benefits under pre-existing Employment Insurance legislation or, if they do not qualify, they can receive a special COVID income supplement benefit from the government of \$2,000 per month. Some players who had signed contracts but who had not yet reported to the clubs have not been paid salaries and instead or receiving the COVID benefit.

b. The Federation and/or the League (common funding? Others?)

Unsure what is being asked here.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

The Sports Medicine Advisory Committee has not approved return to group training in Canada yet. Previous guidance has recommended that players not return to peak training this summer. However, this week the Committee created a “Return to Sport Task Force” and indicated it is reviewing protocols from other countries and current information in Canada to create testing and monitoring protocols. It is unclear when this exercise will be completed and it does not appear that the Canadian Premier League intends to wait.

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?*

The Canadian Premier League has directed all clubs to cut player salaries by 25%. In other words, since April 17, 2020, all Canadian Premier League players are only receiving 75% of their salaries. It was initially communicated to players as being a wage “deferral”, with the remaining 25% to be paid out later in the season. On June 1, 2020, the players have been informed that this pay cut is permanent and is not a deferral.

Importantly, as noted above, the clubs are getting a subsidy of 75% of that 75% from the federal government. Put in another way, clubs are only paying 18.75% of the players’ full contractual salaries, as they have imposed a unilateral cut of 25% on the contractual salaries, and the federal government is subsidizing that remaining amount (25% X 75%).

There is no explanation for why the clubs just did not continue paying the players their full salaries in light of the government subsidy, because every dollar more they pay would result in three additional dollars from the federal government.

6. *Do clubs negotiate with players, individually?*

The pay cut was implemented unilaterally with no negotiations whatsoever. The League and the clubs have very recently opened dialogue with the players over the “season” tournament idea and are taking input from players.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

The Canadian Premier League has refused to deal with or negotiate with the players’ union, the Professional Footballers Association Canada (PFACan). The League only started in 2019 and this is their second season. The PFACan was formed in February 2020 and commenced its organizing drive in April 2020. Over 90% of Canadian Premier League players (eight clubs, 162 players) have joined the Association and expressed their desire for PFACan to represent them in collective bargaining negotiations. Despite this level of support, the League has refused to voluntarily recognize or deal with PFACan.

8. *Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?*

Employment in Canada is regulated provincially, so there are ten different statutory legal regimes governing employment, as well as the common law. Generally speaking, *force majeure* is a recognised principle in Canadian law, but thus far has almost never been applied in the context of employment law. Canadian legal commentators are currently debating whether force majeure could apply to employment in light of the COVID crisis. In my view, the preponderance of opinion is that it does not.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

PFACan has raised with the Canadian Premier League that unilaterally cutting player wages without negotiation breaches the FIFA guidelines. The League appears to be totally indifferent to, if not ignorant of, the FIFA guidelines.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. Broadcasters;***
- b. Sponsors***

Unknown.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Appears to be business as usual.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No.

BRAZIL

By Stefano Malvestio and Vitor Hugo Almeida¹⁴⁰

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games) championship over?

Brazil is a Federal state where the season runs following the calendar year (starts in January and ends in December). In the first part of the season, State championships are played (for instance those of the States of Sao Paulo, Rio de Janeiro and so on – all organized by the respective state football federations).

When the coronavirus crisis started, and the lockdown measures were adopted, clubs were playing their “state championship”, which have all been suspended now, following decisions adopted by the competent local football federations.

At a nation-wide level, the Brazilian Football Confederation (CBF) also determined the suspension of all competitions, such as the Brazilian Cup, which had already started and the national championship (“Brasileirão”), which was scheduled to start in May 2020.

Although there is no scheduled date for the return of competitions, some clubs, such as Flamengo, Internacional, Grêmio, Atlético Mineiro and Cruzeiro have already resumed their training sessions in recent weeks, through the adoption of a strict security protocol and mass testing among their players and staff.

On the other hand, some clubs like Fluminense and Botafogo are against the return of training sessions, with hundreds of daily deaths due to COVID-19 in Brazil. This discussion has been taking over football political background and sport-related TV shows in recent days.

The other main debate is focused on how to complete the remaining matches of the state’s championship, the Brazilian Cup, and the CONMEBOL competitions without reducing the 38 rounds initially planned for the “Brasileirão”, which would most likely mean that the end of the 2020 season would be postponed to the early months of 2021.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

In Brazil, the Federal Supreme Court (STF) decided that governors and mayors are responsible for implementing restrictive measures to combat the coronavirus in their respective territories, so each city has different guidelines for the return of team trainings.

In Belo Horizonte and Porto Alegre, for example, two major cities in the country where COVID-19 is more controlled, the governing authorities have allowed the return to training conditioned on the adoption of a safety protocol, which includes testing all employees and training in small groups and without physical contact.

¹⁴⁰ Lawyers at Bichara e Motta Advogados.

In São Paulo, however, the city with most cases of COVID-19, the return to activities in training centres are still prohibited and there is no forecast for return, which should happen in a more advanced stage of the protocol for the gradual opening.

In Rio de Janeiro, the city with the second most cases, the return of training activities was officially authorized on 1 June 2020, also through the adoption of a restricted security protocol prepared by Rio de Janeiro State Football Federation together with the clubs' medical department.

The state football federations have been playing an important role in this process, being the responsible for establishing, together with their affiliated clubs, the protocol for returning to training activities and a future return of the competitions at a state level.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

There is still no forecast for the return of competitions in Brazil.

Some state federations, however, have already announced their protocol for when the return is possible. The protocol of the São Paulo Football Federation, for example, includes the confinement of the players and coaching staffs in hotels or training centers throughout the rest of the competition, the adoption of all necessary safety protocols, such as the sanitization of all the environments used by the teams, the mandatory use of masks for everyone involved in the match and the realization of periodic tests on all people involved.

On 1 June 2020, the Rio de Janeiro City Government announced a “reopening plan” which provides football matches behind closed doors starting from 17 June 2020 and with public limited to 1/3 of the capacity of each stadium from July 2020.

The CBF has not yet announced any nationwide protocol for the return of the competitions.

Despite this scenario, CBF recently announced that it does not intend to cancel any competition and that the Brazilian football calendar for the 2020 season is maintained.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

There is no express provision in Brazilian legislation in this regard.

Employees might seek to invoke the right to resist returning to work, guaranteed in the Federal Constitution, in cases such as the return to training or play where they, do not feel comfortable doing so, for health and safety reasons.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

The federal government issued a Provisional Measure¹⁴¹ (nr. 936/2020) which allows the companies, under specific conditions, to reduce their employees' wages and work hours from 25% to 70% for up to 90 days and to suspend the employment contracts for up to 60 days. On 28 May 2020, the application of the Provisional Measure was extended for more 60 (sixty) days for the National Congress.

Workers temporarily put under those conditions are entitled to receive a government aid proportional to their monthly salaries during the period of suspension or salary reduction and also have their employment post guaranteed for the same period.

However, it is debated if this Provisional Measure applies to professional football players, since their employment contracts are regulated by a specific legislation ("Lei Pelé"). The payment of the government aid to professional players was also vetoed by the President.

On 19 April 2020, an important decision was taken by the *Supremo Tribunal Federal* (Federal Supreme Court), ruling that individual agreements for the reduction of wages and working hours provided in the Provisional Measure nr. 936/2020 are valid even without the approval of the respective workers' union.

b. The federation and/or the League (common funding? Others?)

The Brazilian Football Confederation ("CBF") announced the implementation of a fund of 19 million Reais (approximately 4 million \$US) targeted for third and fourth division clubs and women football. In addition, CONMEBOL anticipated 60% (sixty per cent) of the prize money of its competitions for the clubs playing the Copa Libertadores and the Copa Sulamericana.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

As previously mentioned, some of the club doctors were invited by the State Federations and the CBF to prepare the protocols for returning to the activities that are beginning to be implemented now. Therefore, sports doctors and associations have been working together in this process.

However, on May 27 the Regional Council of Medicine of the State of Rio de Janeiro (CREMERJ) criticized the return of the training sessions in some clubs during the pandemic and demanded explanations from Flamengo's head doctor, who led the process. Flamengo, together with Rio de Janeiro State Federation and other clubs favourable to the return of the activities, published a statement responding to CREMERJ and informing that all the necessary safety protocols are being adopted by their medical staffs.

Previously, on 30 April, the Ministry of Health sent to CBF a favourable opinion on the return of football, considering it relevant to the country and that its return may contribute to reinforce social distancing measures since the people would stay at their homes to watch matches on TV.

¹⁴¹ A provisional measure is a legal act in Brazil through which the President of Brazil can enact laws without approval by the National Congress. There are two requirements for a provisional measure to be used: urgency and relevance of the matter to be regulated.

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)*

In Brazil, clubs reacted in a variety of different manners, which reflects a situation characterized by a certain legal uncertainty and the absence of a collective bargaining agreement.

Most of the clubs have reduced the salaries of players. Some of them, such as São Paulo, Santos, Cruzeiro and Atlético Mineiro have unilaterally reduced them, while others, such as Fortaleza, Ceará, Fluminense and Bahia were able to reach an agreement with their employees for the reduction or deferral of salaries until normal activities are resumed.

Grêmio, by way of example, postponed image rights payments until such time that the suspension of football activities is lifted. On the other hand, Botafogo and Bragantino have not yet announced any reduction of their players' salaries.

In addition to this, many clubs are using the above-mentioned Provisional Measure nr. 936/2020 to suspend the contracts of employees who work in the administrative sectors of the club in order to cut spending during the pandemic. Parallel to this, many clubs have already dismissed part of their employees as a result of the crisis.

Most Brazilian clubs are already struggling financially and will probably not be able to honour their commitments in the next few months if the situation persists. For this, the tendency is to renegotiate overdue payments and instalments of transfer fees which fall due for the next few months, in order to reduce the damages caused by the COVID-19 crisis.

For the smaller clubs, and particularly for those who only participate to the State Championships, which were scheduled to finish in April, the situation is even more dramatic, since most of them cannot afford paying the players' wages until the championship returns.

6. *Do clubs negotiate with players, individually?*

Usually, these negotiations are realized through collective negotiation with the full squad and/or the captains.

The final agreement must be however accepted and signed individually by all players.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

The negotiation between the clubs and the union of the players and coaches, despite several attempts, has failed.

Clubs initially proposed a wage reduction of up to 50% for the period that the competitions were suspended. After a first denial from the players' union, the clubs then proposed a 25% wage reduction, in addition to the anticipation of twenty days of the player's holidays.

This proposal was also rejected by the players union, who did not accept any salary reduction and proposed the anticipation of thirty days of holidays instead of twenty, while also

maintaining the club's obligation to pay the one-third extra holiday pay provided in the Federal Constitution together with April salary.

In addition to this, the players union also proposed that CBF should be the guarantor of any agreement signed between clubs and players, being responsible for the payment in case of non-compliance by the clubs.

Due to these difficulties of reaching a nation-wide collective agreement with the player union and based on the above mentioned- decision of the Federal Supreme Court (STF), who dismissed the mandatory participation of trade unions in the negotiations, clubs are choosing to negotiate directly with their employees at a club level.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

Article 503 of the Brazilian Consolidation of Labor Laws ("CLT"), which was originally enacted in 1943, provides that: "*In case of force majeure or of duly proves loss, a general reduction of the wages of the employees of the undertaking shall be permitted, in proportion to the wages of each employee; nevertheless, the reduction shall not exceed twenty-five per cent., and the minimum wage applicable in the region shall be observed.*"

However, art. 7 lit. VI of the Federal Constitution, establishes the principle that salaries cannot be reduced, except when established in collective bargaining agreement.

In this regard, the prevailing opinion in the legal doctrine is that the abovementioned art. 503 of the CLT was implicitly revoked by the Federal Constitution, a legal source of a higher rank and, as such, cannot apply to the current situation.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

No official reaction yet. The National Dispute Resolution Chamber of the Brazilian Football Confederation (CNRD), which, contrary to FIFA's Judicial Bodies, had temporally suspended the summoning of respondents in new cases filed in the chamber, has already resumed its normal activities.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters

Rede Globo, which has the broadcasting rights for most of the championships in Brazil suspended the payment of the broadcasting rights compensation related to the last instalment of the state championships and the first instalment of the national championships, which strongly impacted the clubs' finances.

Added to this, Turner, which owns the broadcasting rights of some clubs, has also announced the suspension of payments due to the COVID-19 pandemic and there are reports that the American company are negotiating with the clubs a termination of the existing contracts.

b. Sponsors

Like most of the sectors, the sponsorship market also ended up directly impacted by the COVID-19 pandemic. As a result, some companies have chosen to terminate their sponsorship contracts with clubs.

An olive oil company, which sponsored the four big clubs in Rio de Janeiro (Flamengo, Vasco, Fluminense and Botafogo) announced the termination of the contract with all of them in the beginning of the pandemic.

Recently, Flamengo, the richest team in Brazil, also announced the end of the partnership with its main sponsor; a digital bank.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

The Superior Court of Sports Justice (STJD) has been conducting virtual sessions and applying sanctions to clubs and players normally. At a continental level, the CONMEBOL Disciplinary Unit, which recently resumed its activities, has also been applying sanction to clubs and players for events that occurred in matches prior to the pandemic.

In this context, it is worth mentioning that certain historic clubs are faced with serious difficulty in complying with financial decisions of FIFA and CAS, keeping in mind that FIFA has not suspended the execution of its decisions by the FIFA Disciplinary Committee. For instance, Cruzeiro, who was relegated to the second division last year, has been sanctioned with a 6 (six) point deduction in the National Championship by the FIFA Disciplinary Committee, in a final and binding decision.

In doping related-matters, following the recommendation of World Anti-Doping Agency (WADA), which authorized anti-doping tests during the pandemic conditioned to the observance World Health Organization (WHO) safety parameters, the Brazilian Doping Control Authority (ABCD) had announced that anti-doping tests would be carried out even during this period, which, however, is not happening on a regular basis.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Despite the serious financial crisis that some clubs are facing, which was deepened by the COVID-19 pandemic, no club has been involved in insolvency proceedings yet. Nevertheless, some clubs are already considering filing for bankruptcy if this situation persists.

CHILE

By Gonzalo Bossart¹⁴²

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

As the country entered ‘phase 4’ of the pandemic, the Chilean Ministry of Health instructed that all professional and non-professional sporting events (therefore all football activities) remain suspended indefinitely with effect from 21 March 2020.

However, previously, the local football association (“ANFP”), as soon phase 4 was declared and taking into consideration the position adopted by FIFA and CONMEBOL in this respect, determined the suspension of the competitions in professional leagues and women's football for a period of 14 days, starting on Wednesday 18 March 2020.

In accordance with the governmental orders sports venues have closed their doors as well, so no activities of any nature have been developed in them.

As a consequence of the above, professional footballers will be on personal training programs given to them by their clubs and it will be up to each player to ensure it keeps fit in order to return to the practice field in the unknown future.

The Chilean professional tournaments run from January to December, therefore, to date, no decision has yet been made with regards to its possible early termination. However, the ANFP is monitoring the situation. Key to this decision will be the moment when the restrictions to the activity are released, which will mark the point as to whether it is possible to shrink the calendar and make the ball roll again or terminate the tournaments earlier.

2. *Has the Government/Federation/League adopted measures relating to:*

a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing)?*

No. By mid-May the Government announced guidelines for the return to trainings, however it coincided with an abrupt increase in infections, which meant the cancellation or postponements of any plans for the return of sports, until further notice.

b. *The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing, and testing frequency)?*

The Federation has not set a return date yet. The Chilean season goes from January to December, so there is still enough time to return to competitions without major alterations - calendar/sport wise-. However, if competitions does not see the light before the end of June, they will for sure have to adopt the format, despite the necessary sanitary measures that will

¹⁴² Sports Lawyer from Chile, BMS SPORT LEGAL; former lawyer of the FIFA Players’ Status Department; Arbitrator (TAS-CAS) 2015-2019; Head of Law Module CIES-UST Executive programme; and, Executive Director Deportes Zapallar.

for sure be put in place, such as no public in the stadiums, massive testing to players, etc. Notwithstanding the foregoing, the Federation is under heavy commercial pressure to return to competitions as soon as possible, otherwise it might lose sponsors and/or face lawsuits for breach of contract from broadcasters and commercial partners.

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

So far, since the return to competition has not even been discussed, it has not been an issue for players. Furthermore, we have not seen such reactions in other industries of the economy, so we can infer that if sanitary measures are put in place, there should not be much room for the players to refuse a return to work.

However, the events in Chile from October 2019 must not be forgotten, when the country experienced a deep social crisis, which among many other activities, forced -also- to paralyze football and take drastic action on the future of tournaments, contracts and previous commitments.

The social upheaval was of such magnitude that it not only paralyzed, suspended and postponed, contractual obligations and local sporting events, but also forced the cancellation of the national team's matches and the early termination of the national tournament/local leagues.

Although at some point the federation had decided to restart competitions, players, through the local Players' Union, given the security threats the players were facing (e.g. hooligans interrupting games, attacking players with objects and death threats) went on strike, refusing to play and demanded the termination of football competition.

Therefore, this recent experience into account, while it might be that players cannot refuse to play, individually pursuant to their labour contracts, history has shown us that players united can have an effect, otherwise.

4. *What are the specific measures taken by:*

a. *The government (unemployment benefits foreseen for workers in general? Other specific measures?)*

To alleviate the social and economic chaos that the pandemic is leaving behind, the Chilean government has issued emergency labour regulations - Law No. 21,227, on Employment Protection.

This has allowed many clubs to begin to look at the possibility of seeking pacts to reduce the remuneration of their footballers and workers in general. Other clubs are studying different alternatives provided for in the new Employment Protection Law, such as availing themselves of the suspension of the employment contract, which allows the suspension of the employment relationship in the event of a "total impediment or prohibition" of the provision of services resulting from an act of the health authority, and with it, send the workers to collect the unemployment insurance while the impediment or prohibition lasts.

So far, under this law, around 500 thousand Chilean workers have seen their labour relationships suspended.

b. The federation and/or the League (common funding? Others?)

Despite the health crisis, Chilean football has continued to receive T.V. incomes. Therefore, the ANFP has continued to distribute such income among clubs.

However, since other forms of income (such as matchday tickets, merchandising, sponsorship, etc.) have diminished, the ANFP is negotiating a loan with local financial institutions to cover the losses that the clubs might be suffering.

Furthermore, the ANFP should receive soon fresh cash from FIFA, which will be invested in programs that benefit the clubs.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no association of sports doctors that make any decisions which are binding on the football leagues.

The ANFP has been following the directives and protocols of the government Health Authorities in this respect. Indeed, they are already working on the necessary protocol to achieve a progressive return to activity.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

The answer is as diverse as the reality of each club. As mentioned above, some clubs have continued to pay their players full salaries, whereas others have negotiated a salary reduction which varies from club to club, as well as, in consideration to the amount of the salaries. Some others have suspended the labour relationship, which means that the players get paid under the unemployment insurance.

6. Do clubs negotiate with players, individually?

Yes. Negotiations have been carried out with exclusion of the ANFP and the local players' union (SIFUP).

Notwithstanding the above, the SIFUP has been very active in the protection of their affiliates. The Union has raised its concerns to the clubs, and specially with the government, from which they demand its pronouncement against the possibility of clubs to make use of the new Employment Protection Law, so that they cannot suspend labour relationships with footballers.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

No. There are no 'collective decisions' being made.

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

In Chile, the labour relationship is regulated by law (a special state law)¹⁴³.

This relationship, like the rest of the labour relations regulated by the Chilean Labour Code, is consensual in nature, the parties being the only ones that (by common agreement) can alter or modify it, within the framework of the Law.

That said, in addition to the parties, the State can also alter the regulatory framework and incidentally, the employment relationship, as is now being done through the Employment Protection Law - issued on the occasion of the pandemic. Therefore, no other person or entity (be it FIFA, CONMEBOL or ANFP), can alter labour relations.

As previously mentioned, the suspension of the employment relationship is only possible in the event of a "total impediment or prohibition" of the provision of the contracted services resulting from an act of the health authority (lockout, quarantine, restriction of certain activities, etc.), in accordance with the stipulations of the Employment Protection Law.

The Employment Protection Law also permits parties, upon mutual agreement, to suspend the relationship (when it is not due to an act of the health authority) and to reduce the working hours - salaries in the same proportion.

The Chilean Labour Code -159 No. 6-¹⁴⁴ makes special mention of *force majeure*, as a reason to terminate an employment contract with just cause. However, regarding the contractual stability principle, the authorities’ interpretation for its application in the context of the Covid-19 pandemic has been rather restrictive.

In summary, since football employment contracts are consensual, only the parties -players and clubs- can modify it. The Chilean State, exceptionally, through a law, will also be able to do so, as in the case of the pandemic that is ravaging the entire world. Neither FIFA, Conmebol, or ANFP will be able to intervene in the labor relations of Chilean football players, under no pretext.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

No official reaction.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters

¹⁴³ No. 20.178, that “Regulates the Labour Relation of Professional Sportsmen and Workers who Perform Related Activities”

¹⁴⁴ “The employment contract will end in the following cases: 6. Acts of God or force majeure.”

The league has been in serious discussions with the broadcaster that owns the rights of the competitions. This, however, has dragged on since the social crisis of 2019, when the federation was not able to fulfil its obligation with the broadcaster due to the early termination of the league.

b. Sponsors

Most clubs appear to have been affected by the loss of more than one sponsor.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

There has not been an official announcement emanating from the disciplinary bodies of the federation or the national anti-doping agency regarding the status or performance of the proceedings.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Professional football clubs have been receiving, without any interruption, monies from T.V. rights, which represent their main income, as well as they have negotiated or applied laws which means the reduction of players' salaries. Therefore, even though they have been hit by the crisis, they have been able to cope with their primary economic obligations.

COLOMBIA

By César Giraldo¹⁴⁵ and Cristina Delgado¹⁴⁶

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

In Colombia, these days, the professional and amateur tournaments organized by the Colombian Football Federation (FCF), The División Mayor del Fútbol Profesional Colombiano (“DIMAYOR”, the organisation responsible for organising and operating professional football leagues and tournaments in Colombia) and DIFÚTBOL (the organisation responsible for organising and operating amateur leagues in Colombia) are completely suspended.

On 13 March 2020, the National Government decided to order a quarantine. The sports organizations decided to suspend all the tournaments until further notice, which has not yet changed at the time of writing.

In Colombia, there are two championships organized by the Professional League during the year. The first of them is now suspended, not yet cancelled.

Regarding training, there are some clubs who organise training sessions virtually, while others have suspended employment agreements with players, and while a handful of teams would return to practice during the end of June.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

The government is completely against the resumption of competition because the authorities believe that doing so would be a high risk of contamination. However, the clubs are desperate to return to the competition because the economic problems are increasing daily.

Therefore, the Professional League presented to the government a guideline of hygienic and health safety, so the teams could return into practice. The guideline settles four phases:

- i. Detection, diagnosis and selection of the staff;
- ii. Adaptation of the facilities and infrastructure, sports equipment and the delivery of hygiene kits to the whole workforce (team and all helpers);
- iii. Training by separated groups; and finally; and
- iv. Training of the whole group¹⁴⁷.

¹⁴⁵Chief Executive Officer at GHER Sports.

¹⁴⁶ Senior Associate at GHER Sports.

¹⁴⁷ In the following link, you can find the guideline. <https://dimayor.com.co/index.php/2020/04/20/fcf-y-dimayor-presentaron-el-protocolo-de-salubridad-para-la-reactivacion-del-futbol-profesional-colombiano/>

The minimum period before the competition restarts would be between 15 and 30 days after the guideline is accepted, the Government allows DIMAYOR to set up a date and it takes into consideration the following:

- i. Only when all the tests of the players and coaches are negative and there is a disinfection of the installations, they can go back to practice in groups with a maximum of 10 people.
- ii. The coaches can only select 25 players for training sessions; the others will be in reserve if any player is injured. Clubs must hire a laboratory so they can conduct all COVID-19 tests between 7 and 10 days before the first training. Clubs will need to provide DIMAYOR with two certificates for each member - one as evidence of the performance of the test, and the other one providing the result of it.

In the training phase, once all the above-mentioned tests are done, there will be training for 8 days without performing new tests. Then, there will be tests on days 9 to 14. After that, training without tests will take place from day 15 to day 22 following which, tests will be conducted on days 23 to 28. It means that COVID-19 tests will be performed to check the health and condition of each player and workforce every other week: 8 days without being tested, followed by 6 days of testing and so on.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

The same guidelines specify the entire process to return to competition. As previously stated, there are no alterations to the format or rules of the competitions, because nothing had been said regarding the allowance for five substitutions as stated by FIFA earlier in May¹⁴⁸. The guidelines are focused exclusively on health and hygiene factors. Moreover, the tournament, when resumed, will be carried at the usual locations. The League planned to play the remaining twelve match days but there has been no mention regarding the second tournament that would normally have started during the last week of July. The league established guidelines for air and bus transportation of clubs as well as for hotel arrangements for away visits.

All games will be played behind closed doors. Visiting teams are required to enter only by the designated door in their buses, and not by the usual entry directly to the locker rooms, for the performance of the hygienic protocol (washing hands, disinfection of equipment, etc.). Furthermore, the home team will enter individually in designated cars. On the morning of each game the designated lab staff will execute quick tests for COVID-19, to review symptoms like fever, cough and any other related to the disease. Each team can select only sixteen players: three members of the coach team, three members of the club (doctor, physiotherapist, kinesiologist, manager, etc.) and 2 members of the support team. Each individual, whether support staff or players must wear facemasks at all times, except when they are playing.

It will be interesting to see if the Colombian Government approves the guidelines presented to it on 20 April 2020. Until today, there is no approval because of the number of questions

¹⁴⁸ FIFA Press Release, “Five substitutes option temporarily allowed for competition organisers”, 8 May 2020, Accessed: <http://fifa.pressfire.net/newsletter/newsletter?id=5054&html=1>

regarding those guidelines, not only from the government but also from the players, who are equally cautious and frightened to return to play

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

From our point of view, if football returns with the government approval, players, coaches or staff are obliged to comply with their contracts. If they disagree, the clubs are entitled to terminate their contracts with just cause. Nevertheless, they can start a claim against the club for constitutional and labour rights and judges has to take a decision concerning this matter.

The Colombian Player Association (ACOLFUTPRO) had a meeting with the government regarding the guidelines presented by DIMAYOR. In that meeting, they discussed 12 main points in order to prevail the health of the players.

Nevertheless, and taking into consideration that ACOFUTPRO is not a labour union, clubs have the option to choose whether to follow the recommendations or not. In either case, if training starts and a player does not attend and present themselves before the employer, there are two possibilities: (i) abandonment of employment, and a just cause to terminate the labour contract or (ii) the possibility for the club to stop paying salaries, if the players does not show to training having the permission from the government to start working.

The Health Ministry have sent during the first week of June, requiring players to acknowledge and sign before the return to practice and training – similar to a consent form signed by patients before medical procedures.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

The government has not offered any financial assistance to Colombian football clubs. Clubs are now requesting for the benefits provided by the government for commercial entities, pursuant to which the government would contribute towards a percentage of the minimum wage¹⁴⁹.

Regarding the players, the government through its Sports Ministry provided one hundred women's footballers with groceries for their families. However, male players have not received anything. A lot of them received help from the government but due to their social status rather than their profession as football players.

In general, the government has implemented the following programs to provide aid to the whole population:

- Aid for families through the program *Familias en Acción*;
- Aid to vulnerable families through VAT refunds;

¹⁴⁹ Keep in mind that majority of clubs in Colombia are companies.

- Aid for the elderly population;
- Groceries for the elderly population;
- Groceries for the children;
- A “solidarity income” as a program for families, which are not included in any of the above.

b. The Federation and/or the League (common funding? Others?)

The FCF distributed an amount of USD\$2.000.000 to clubs as received under the CONMEBOL “Evolution” program. These resources were split between the 36 clubs in the same way they split the Tv rights and are required to be used exclusively for the payment of the salaries of the players.

Moreover, last year’s surplus of the FCF and DIMAYOR was distributed to among clubs during the month of March. However, these monies are usually distributed among clubs during the month of March every year, even under ordinary circumstances, thereby not qualifying as COVID-19 related ‘aid’.

These payments aside, neither the FCF nor DIMAYOR have given any aid either to the players or ACOLFUTPRO.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no ‘Association of Sports Doctors’ in Colombia. Neither has there been a statement provided by any medical associations regarding the resumption of competition.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

While clubs in Colombia are legally entitled to suspend agreements with players (see answer 8 below) not all the clubs decided to adopt this approach.

Majority of clubs decided to renegotiate a salary reduction with their players. One of them, agreed a provisional reduction of the salary, where the remaining amount would be repaid within the following 6 months.

In the other hand, there are clubs which decided to negotiate a permanent reduction taking into consideration that most of the contracts are only a year or a year and a half long.

In general, all the clubs which decided not to suspend their labour contracts, have reached an agreement with their players.

6. Do clubs negotiate with players, individually?

Yes, each club having regard to its economic needs, do engage with players could negotiate special conditions, on an individual basis. It has been noticed that collective bargaining is less effective, and therefore, some players have preferred to negotiate individually apart from the group. That being said, there have been instances of clubs negotiating with the whole team to reach a solution for the matter.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

Colombia does not have a recognised trade or labour union. While ACOLFUTPRO (which we have mentioned before), is the association of players affiliated to FIFPRO, it does not have the ability to negotiate on behalf of the players with the clubs (which are the employers), as it is incorporated as a civil association and not as a labour union - ACOLFUTPRO does not hold the mandatory authorization provided by the Ministry of Labour.

In conclusion, there are no decisions taken at a collective level, since ACOLFUTPRO is not a labour union under the Colombian Regulations and recognised as such by the league and federation.

8. *Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?*

Yes, the national legal system recognizes the concept of *force majeure* in the article 64 of the Civil Code. Specifically, for labor matters, in the article 53 of the Labor Code, *force majeure* is acceptable grounds for the suspension of a labour agreement.

However, the federation and the league has not taken specific decision about these matters since FIFA has provided instructions about it and also, leaving the clubs to freely chose its way of action. It is understood that some clubs have followed these guidelines to postpone some payments of instalments of transfers, and even to postpone training compensation payments.

It is our view that COVID-19 is an unpredictable event that cannot be attributed to the action or omission of clubs. Therefore, in the event that the contractual object is unable to be fulfilled due to this *force majeure* situation, the agreement can be suspended.

However, it is important that clubs that decide to suspend labour agreements due to the occurrence of *force majeure*, must stop training their players, even virtually.

As previously mentioned, clubs who suspend employment agreements are no longer required to pay players their salaries. However, the employer continues to be responsible for paying social security (allowing players the right to access the healthcare system). The payment of social security is approximately 28% of the salary. In normal circumstances, employers pay 20% out of the total 28%. However, in the event of a suspension of payment, employers are required to pay the entire 28%.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

There have not been any official reactions from the government regarding these guidelines. However, DIMAYOR made a report and a summary of the FIFA guidelines so that clubs could review what the measures could be taken without breaching acting against the spirit of these guidelines.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters;

Payments from both international and national broadcasters have been halted as a result of the current scenario.

In fact, international television income has remained outstanding since September 2019, with the broadcaster citing the current situation as grounds for non-payment.

b. Sponsors

Sponsorship revenue has also taken a hit – with a large number of sponsors deciding to suspend or to terminate their commercial agreements with clubs.

Clubs have been trying to renegotiate these agreements by providing alternatives such as presence on their social media and coverage during an ‘E- League’ that is now taking place in Colombia.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

The Disciplinary Committee and Status Player Committee of the FCF have suspended their proceedings. However, the Dispute Resolution Chamber is still operating but has given additional terms to the parties to present the documents required to complete the proceedings before the final ruling is settled.

Concerning DIMAYOR, the Championship Committee, the Disciplinary Committee and Player Status Committee suspended all its legal terms.

Anti-doping testing remains on standby. Anti-doping testing in football mainly takes place in-competition. Out-of-competition tests are very rare.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

We don't have information of any club involved in insolvency proceeding as a result of the coronavirus. However, there were 6 clubs involved in reorganization-insolvency proceedings even before COVID-19: Once Caldas, América de Cali, Independiente Santa Fe, Real Cartagena, Cúcuta Deportivo and Deportivo Pereira.

ECUADOR

By *Santiago J. Zambrano*¹⁵⁰

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

In Ecuador, all competitions have been suspended for more than 2 months, since the official lockdown was imposed by Ecuadorian government. At the time of writing, there is an unofficial announcement that all clubs will restart training on 10 June 2020, with a resumption of competition scheduled for a month later, with appropriate the safety measures. The final decision rests with the government and its medical institutions.

The Ecuadorian Professional Football League has proposed a new championship played by all first division clubs starting in July 2020, with no relegations. It is understood that this new tournament would be organized in the form of two groups of 8 teams, segregated according to regions of Ecuador (see question 2b below).

Junior categories and amateur football have been suspended for this year in Ecuador, this means that women's football, men's under 18, under 16, under 14 and under 12 are all suspended until further notice.

2. *Has the Government/Federation/League adopted measures relating to:*

a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or*

In Ecuador, Ecuadorian Football Federation and Professional Football League have announced their own guidelines to follow, as is the case with each individual club. The Ecuadorian Government has approved these guidelines and authorised the commencement of training with effect from 10 June 2020.

The government has already accepted the guidelines of Ecuadorian Football Federation as follows:

- Phase Number 1: From 8 to 10 days, only individual training. Coronavirus testing 72 hours before the start of phase number 1.
- Phase Number 2: From 8 to 10 days only group trainings. Antibody tests.
- Phase Number 3: Resumption of collective training. Antibody tests.
- 72 hours before the official match antibody tests.
- Fever controls during training and competition.

Ecuadorian Football Federation has proposed to pay all the Coronavirus testing for all the Clubs of first and second division. Women's football is also included.

¹⁵⁰ Founder of Conlegal Sports in Guayaquil, Ecuador. Santiago Zambrano is specialized in international and domestic sports law, working with first, second and third division clubs, intermediaries, players and international confederations.

For Ecuadorian Professional Football League, the guidelines are:

- Red Phase:
 - Coronavirus and antibodies testing.
 - A maximum of 6 players at the same period of the individual training.
 - Disinfection pump with a solution of at least 70% alcohol.
 - Social distancing from at least 2 meters.
 - Personal equipment is not allowed.
 - The player must arrive to the facility with all the equipment ready to train.
 - Prohibition to start a new session of training if the first one is not finished.

- Yellow Phase:
 - A maximum of 15 players at the same period of the individual training.
 - Same measures as in red phase.

- Green Phase:
 - A maximum of 25 players at the same period of the individual training.
 - Same measures as in red phase.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

Ecuadorian Professional Football League has proposed a new tournament distributed in 2 groups according to the regions of Ecuador. One group is mainly integrated by clubs from the coast and the other group from clubs of the mountains.

Group #1: Emelec, Barcelona, Guayaquil City, Delfín, Deportivo Cuenca, Liga de Portoviejo, Olmedo y Orense.

Group #2: Aucas, Técnico Universitario, Universidad Católica, El Nacional, Independiente del Valle, Liga de Quito, Macará y Mushuc Runa.

In addition, the new model of competition states that all matches will be played behind closed doors, with all players being required to test frequently.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

There is no official response on this issue. Neither the Ecuadorian Football Federation nor the Professional Football League has provided in guidance in this regard.

Most contracts in Ecuadorian first division clubs, contain an obligation upon clubs to ensure and provide for the health and safety of the players. Therefore, there is a case to be made that players may refuse to return to training/competition if they consider it too risky for themselves or their families.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

There are no specific measures taken by the government for players or clubs. For workers in general, the government has proposed some measures such as:

- Holidays in advance.
- Telecommuting.
- Reduction of workday.
- Suspension of workday.

b. The Federation and/or the League (common funding? Others?)

Ecuador does not benefit from common funding from the Federation, Professional League or from collective agreements.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

No, such a body does not exist in Ecuador.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

While there is no one-size-fits-all approach, salary reductions range from 20% - 50%, depending upon the economic situation of each club. It is understood that such reductions will remain in place for the remainder of the year.

6. Do clubs negotiate with players, individually?

Negotiations in Ecuador have been a struggle. In some cases, clubs and players have arrived at collective agreements, especially with first teams. Lower down the football pyramid, unilateral decisions by clubs are more common.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

No, AFE (Asociación de Futbolistas Ecuatorianos) have not been involved in any collective negotiations.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the

suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

In Ecuador, “*force majeure*” is a concept found under the civil code. However, this concept is not related to labour relationships or applied to club-player agreements.

The Ecuadorian Government is yet to arrive at a solution for sporting contracts. While employers have the option to vary the terms of employment (such as telecommuting, reduction, modification or suspension of the workday(s)) these options are available only to certain types of employees, footballers not being one of them. The reduction of workday will only be applicable for a maximum of 12 months.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

No, Ecuadorian Football Professional League is going to act as mediator in this situation. On the other hand, Ecuadorian Football Federation has not adopted a stance on FIFA’s guidelines on Coronavirus.

For now, all the attention is focused on the resumption of training and the competition according to FIFA guidelines.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. Broadcasters:*** Broadcast payments continue to be made, with broadcasters officially stating that they will be paying the entire amounts due.
- b. Sponsors:*** No significant developments in general. However, but some clubs have not received any payments from sponsors, especially those that are displayed at stadiums

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Everything remains suspended, with no certainty about when these operations will resume.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Not yet – however, there are a handful of clubs that are financially burdened, with a high chance of entering into insolvency proceedings.

MEXICO

By Ricardo de Buen Rodríguez ¹⁵¹

- 1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?***

In general, all football activity remains suspended, including both games and practices (as of 15 March 2020).

In the case of the “Liga de Ascenso” (which is the Professional Second Division), on 17 April 2020 the Mexican Federation decided not only to end the tournament with no winner, but to end this division and create a new League with a new format, eliminating the right to ascend and descend for six years. The explanation is that this is a measure that was planned before, but that the crisis derived from Coronavirus led to the change earlier than expected.

On 22 May 2020 the Liga MX (first division) season was cancelled. While no official champion was officially crowned, Cruz Azul will be awarded the champion's position for purposes of filling the 2021 CONCACAF Champions League field as the as the leaders of the division at that point¹⁵².

- 2. Has the Government/Federation/League adopted measures relating to:***

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***

The Government has established general measures for the returning of all economic activities. Nothing special for sports yet. These measures will apply in a different way, in the different States of Mexico, by decision of each Governor. We are still in the middle of a health emergency. The Government has not authorized the practice of any professional sport yet.

- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

No.

- 3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?***

It is believed that if the health authorities declare that everybody is able to go back to work, the players will not have the right to refuse to work. However, the players may get together in order to pressure the clubs and to avoid playing in some conditions.

¹⁵¹ Sports Lawyer and CAS Arbitrator

¹⁵² <https://www.espn.com/soccer/mexican-liga-bancomer/story/4098225/liga-mx-cancels-2020-clausura-season-due-to-coronavirus>

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

The government has established that although the majority of companies are not working, they have to pay their workers the complete salary. There is no formal unemployment insurance/benefit scheme, but it is trying to help some low-income people with certain aid.

b. The federation and/or the League (common funding? Others?)

No specific measures. The federation and the League have expressed that each club, as employer, has to take its own decisions or to get to arrangements with its players and other employees.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no Association of Sports Doctors in México with the legal power to influence the decisions of the federation, the League or clubs.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

Each club is taking different decisions and they are keeping them confidential. Some of them have reduced the salary and others have postponed the payment of part of it. No club, as far as I know, has decided not to pay the players or general employees.

6. Do clubs negotiate with players, individually?

Yes, they sometimes negotiate with each of the players.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

No. In México we have a Players Association, not a Players Union, with a limited power to negotiate, in a general way, with the League, the federation or the Clubs. There is no collective labor agreement or anything similar.

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation /leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

The concept of “*force majeure*” is recognized in the Civil and Labour Mexican Law. Regarding the salaries issue, in the Mexican Labour Law, there is an article establishing that in case an Employer has to suspend the labour relationship with their workers, due to a “health contingency”, it will have to pay its workers one minimum wage per day of suspension to a maximum of 30 days (no matter how long the contingency lasts). However the Federal

government (which is the only one that can declare that kind of contingency) has avoided to expressly declare, at least until today, a “health contingency”. They are calling it a “health emergency” using this different wording with the intention of avoiding the application of the mentioned article and to make the employers pay the complete salary or to make them negotiate with individual employees or unions.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

Nothing official yet.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

a. Broadcasters

Nothing made public yet.

b. Sponsors

Nothing made public yet.

11. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

It seems that they are suspended.

12. *Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?*

Not yet.

PARAGUAY

By Luis Kanonnikoff Dardano¹⁵³

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

The season in Paraguay follows the calendar year, running from January to December each year. The first division championships are divided into two tournaments “*Campeonato Apertura*” and “*Campeonato Clausura*”. On the 13 March 2020, due to COVID-19, the Paraguayan Football Association (“(APF)”) decided to suspend all official competitions including matches and training sessions. Until the date of suspensions of activities, only eight journeys have been played in “*Campeonato Apertura*”, the tournament was in its early stages.

The second division tournament, professional category, was due to start on the 21 March 2020 and was also suspended due to COVID-19. All amateur competitions have been suspended before their starting dates. On 15 April 2020, the ExCo of APF decided to cancel youth and grassroots competitions, both male and female, for the entire season.

On 24 April 2020 Julio Mazzoleni, the Minister of Health, communicated the government’s plans to ease the lockdown and pass to a ‘smart quarantine’ starting 4 May 2020. In this context, training sessions of professional clubs could resume on 25 May 2020. In light of this development, the ExCo of APF decided to postpone the decision about the recommencement of football to the 28 May 2020, based on the outcome of the ‘smart quarantine’ measures imposed in Paraguay.

On 25 May 2020 the Minister of Health communicated the results of phase 1 of “Smart Quarantine” and due to the successful implementation, Paraguay can pass to the phase 2 of the “Smart Quarantine” which contemplate that professional sports could initiate individual training after each protocol being approved by the federation and the Minister of Health.

Due to the release of phase 2, the ExCo of the APF held a meeting on 28 May 2020 in that meeting it was presented the Medical Protocol by Dr. Gerardo Brunstein APF Medical Chief, the protocol was approved in a unanimous way, immediately after the ExCo meeting took place another meeting with the presence of the presidents of the 12 clubs of First Division, meeting where also was approved in a unanimous decision the protocol and the dates for the return of activities.

2. Has the Government/Federation/League adopted measures relating to:

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or**

¹⁵³ Sports Lawyer. General Secretary of the Paraguayan Football Association (APF). <https://www.apf.org.py/p/la-secretaria-general>

The sanitary protocol made by APF individual training will resume on the 10 June 2020, prior to that all players need to be tested on the 5 June 2020. The second phase of protocol contemplates the start of collective training in a group of twelve players on the 16th of June. The third phase of the protocol will start on the 22nd of June with the complete squad. And after this, the return of first division “Campeonato Apertura will restart on the 17th of July.

Players are going to be tested three days before every phase, and in competition, they will be tested every seven days.

In the meetings of May 28th president Robert Harrison communicated to the presidents of the first division clubs that APF will be covering all cost regarding the PCR testing of players, coach, and staff.

- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

The return of competition for the “Campeonato Apertura” will be under the same rules that were established at the beginning of the tournament, but with sanitary measures as periodic testing of players, and matches being played behind closed doors.

The development of “Campeonato Clausura” for sure will experiment changes in the format of the competition due to the lack of time to play as it was determined at the beginning of the season, there still isn’t any formal proposal of how the format for the second tournament of the year will end up.



- 3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?***

In general terms there is no provision in Professional Football Players Law 5.322 / 14, in such cases we need to look at Paraguayan Labour Law, where there are general provisions at Title V about Safety, Hygiene, and comfort at work.

At the moment in Paraguay, there are no cases of players or coaches refusing to train or play, on the contrary, there is pressure to start as soon as possible.

If such a situation occurs, they are going to solve in a case by case negotiation with their clubs or if there isn't a solution they are going to present their arguments in front of the APF / FIFA Player Status Committee or to the labour courts.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

The government has launched programs for citizens with low incomes and workers in the informal sector, consisting of one payment of approx. \$90. The two programs combined have reached a total of 1.8 million citizens of Paraguay, as of date.

On the other hand, the government also launched a package of measures to protect small and medium companies to provide easy access to credits with special rates of interest.

The government also decided to take a flexible approach to the payment of personal income taxes (IRP) allowing the payment in up to five instalments without any interest being applied¹⁵⁴.

b. The federation and/or the League (common funding? Others?)

Despite competitions remaining suspended at the moment, the APF continues to distribute broadcast revenue to all professional and amateur clubs. It is also seeking to secure other sources of funds to help the clubs during these difficult times.

Further, CONMEBOL has also made an important contribution to clubs participating in the Copa Libertadores and the Copa Sudamericana cups advancing 60% of the prize money¹⁵⁵.

Another key initiative of CONMEBOL is going to be the contribution of \$14 million of the EVOLUTION program (similar to the FIFA FORWARD program) to its ten member associations¹⁵⁶.

APF presented to CONMEBOL a project to relocate the EVOLUTION funds estimated to different projects this year, as a way to help players and clubs confront the negative effects of the pandemic. Thus, APF has already distributed the amount of 600,000 USD in total, where clubs received USD 50,000 each, in which APF paid the salaries directly to the player's bank account in the name of their clubs¹⁵⁷.

The second phase of the above-mentioned project is going to be applied for the second, third and fourth division, in a similar way APF is going to distribute in this categories the total

¹⁵⁴ <https://www.mre.gov.py/index.php/noticias-de-embajadas-y-consulados/COVID-19-el-gobierno-nacional-anuncia-medidas-economicas-y-sociales-para-afrontar-el-coronavirus>

¹⁵⁵ <http://www.conmebol.com/es/conmebol-anticipara-pagos-clubes-para-mitigar-el-impacto-del-COVID-19>

¹⁵⁶ <http://www.conmebol.com/es/conmebol-entrega-14-millones-de-dolares-del-programa-evolucion-las-asociaciones-miembro-para>

¹⁵⁷ <https://www.apf.org.py/n/apf-brinda-aporte-a-clubes-de-primer-division-para-pago-a-jugadores>

amount of USD 386,667 subsidy that players and coaches are going to receive the months of June, July and August.

With this project, APF is going to distribute the total amount of \$986,667 that will benefit more than 1400 players and 200 coaches directly¹⁵⁸.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There isn't an association of sports doctors, but the APF worked through its health commission to establish a medical protocol for the return of activities with the participation of the medical directors of the twelve first division clubs and the collaboration of professionals of the Ministry of Health.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

First and second division clubs are facing challenges to comply with their obligations towards football players and coaches. Attempts are being made reach agreements, such as reductions and deferrals, although every case is different.

The majority of first division clubs have agreed on a settlement with their players with respect to salaries for the duration of the pandemic. This process was easier for some than others. For example, a few clubs were already facing financial troubles before the pandemic, and for these clubs things are not quite easy to solve.

6. Do clubs negotiate with players, individually?

In general, negotiation occurs at each club with the captains of each team, who represents the players. Once an agreement is reached, every player signs it.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

No decision or agreement has been reached at a collective level. The president of the player's union in Paraguay (FAP) is advising the players, but as mentioned above, all decisions are at the club level, between the players and clubs.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

In general terms, *force majeure* affects the validity of contracts, regulated in the Paraguayan Civil Code.

¹⁵⁸ <https://www.apf.org.py/n/apf-completa-gs-6-000-000-000-de-aporte-a-clubes>

Professional football players are regulated in Paraguay by Law 5322/14 and subsidiarily to the labor law when compatible. The law 5.322/14 is silent in relation to events of *force majeure* and the possibility to terminate contracts, make cuts, or suspend the contracts. Therefore, this calls for an analysis of the labour laws of the country, which regulates these areas (article 71 for suspension of contracts and 78 for termination of contracts).

Article 71 (f) stipulates that contracts can be suspended due to *force majeure*, but this figure is linked to the Social Security in Paraguay. In my opinion, this figure cannot apply to professional football players because they do not contribute to the Social Security scheme.

Article 78 (d) states that contracts can be terminated due to *force majeure*.

Notwithstanding the above, clubs and players are still trying to reach different agreements in order to protect their relationships, in these difficult times for all concerned.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

The document was analysed in meetings of APF ExCo, and in a meeting with the presidents of first division clubs. APF explained to the clubs that the document contains guidelines and recommendations to use in negotiation with players, while also encouraging mutually agreeable settlements between clubs and players.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters

The Broadcaster of the Paraguayan tournament has made best efforts to continue with its obligations towards the APF and the clubs, where despite the suspension of matches they continued paying TV rights payments to the APF.

A renegotiation is in process, but not as a result of the pandemic; but because this is the final year of the broadcast deal.

b. Sponsors

Both clubs and APF have received significant proposals from sponsors to renegotiate a reduction in value, defer payment obligations or terminate sponsorship contracts due to force majeure. However, there have been no reports of a claim for damages for breach of contracts, thus far.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Anti-doping testing have been suspended while sporting activities have been suspended. When the competition restarts, testing will continue as usual with sanitary provisions to be taken.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

For the time being, no club has been involved in insolvency proceedings.

URUGUAY
By *Felipe Vasquez*¹⁵⁹

- 1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?***

On Friday, 13 March 2020 the Uruguayan government issued a decree¹⁶⁰ for the suspension of all public events. Consequently, the Asociación Uruguaya de Fútbol (“AUF”) decided to suspend all professional and amateur championships.

At that moment, the local championship was in the fourth stage of competition “Torneo Apertura”.

At present, the AUF has not made any public announcement regarding the resumption or restarting of the national championship.

- 2. *Has the Government/Federation/League adopted measures relating to:***

- a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***

Press reports state that that the AUF and clubs are working towards formulating protocols for when training resumes.

- b. *The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

At this moment there is no official information about this.

- 3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?***

In these scenarios, it is important, first, that clubs follow the protocol established. Players, coaches and staff cannot, at first, refuse to return training/their job.

¹⁵⁹ Sports Lawyer

¹⁶⁰ https://medios.presidencia.gub.uy/legal/2020/decretos/03/cons_min_18.pdf

However, failure by clubs to follow established protocol is grounds for staff to return to training/play. Under Uruguayan law every employer is obliged to protect the health and safety of their employees¹⁶¹.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

In addition to the decree mentioned above, the government has increased flexibility regarding the labour unemployment insurance and the access to social security benefits because of the potential suspension of labor contracts and reduction of working hours.

Employers, in conformity to the Uruguayan labor law, are enabled to either suspend employment contracts or reduce working hours.

If labor contracts are suspended, the government pays the employee (player) a percentage of his salary, with a maximum of approximately \$1000.

If working hours are reduced, up to 25% of the player's salary is covered by the government. The remaining part of the salary, proportionally to the time worked must be paid by the employer (club).

b. The federation and/or the League (common funding? Others?)

As mentioned earlier (see: [Brazil](#) and [Argentina](#)) CONMEBOL announced that clubs participating in continental championships (Copa Libertadores and Copa Sudamericana) can request for an advance of 60% of the prices that CONMEBOL pays for participation.

As FIFA recently announced a distribution of the total amount of \$150.000.000 between the 211 federation members, AUF decided to distribute the amount received between the affiliated clubs in order to lend support during this financial crisis.

Given the local association's current financial condition and cash flow, it cannot offer any kind of economic support to local clubs.

But, in collaboration with clubs, the federation is providing food baskets and other aid to the families of young players.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

No formal decision has been taken. However, AUF and the government, acting through the National Sports Secretary, are taking action by preparing protocols for training and for the return to competition.

¹⁶¹ <http://www.impo.com.uy/bases/leyes/15965-1988> that ratifies OIT Convention on safety and health of employees - number 155

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

In Uruguay, clubs have taken different measures in accordance to the labour and social security law.

Some clubs reduce players' working hours and supplement them with a 100% coverage of their regular wages. These clubs have announced that their decision is being reconsidered in light of the unknown prolongation of the pandemic.

Other clubs have suspended the labor contract and decided to complement the players' salaries.

Other clubs do not provide any kind of supplement or complement, and the player only receives what is due from the social security benefits. It is worth noting that in these cases, most or all players continue training alone under instructions of the team's coach. So, in fact, labor contracts are not strictly suspended.

6. Do clubs negotiate with players, individually?

In most cases, the club negotiates with representative players of the team on behalf of all and, in case of agreement, it becomes mandatory for every player of that particular club.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

No collective decision or negotiation has been made.

However, in some cases, the Union of Players (Mutual Uruguaya de Futbolistas Profesionales) helps the players that want to negotiate with the club regarding the amount of supplemental pay that had been decided.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

The Uruguayan legal system recognises the concept of "force majeure". However, this applies mainly to civil and commercial (and not employment) contracts.

In the context of a labour/employment contract, the Uruguayan legal contractual principle that applies is "risk alienation" (Principio de Ajenidad de los Riesgos), which is invoked when an employee cannot support the economic or financial risk of the company (in this case, the clubs).

At a national level, there is a collective agreement that does not have any provision in this regard, and, in my opinion, general principles of labour law will apply. Hence, even though COVID-19 can qualify as a "force majeure" event, that event does not exempt the club from paying salaries to the players, or end the contract arguing "just cause".

Taking into account the labour principle, clubs, like any employer, can suspend the contract or reduce working hours. If so, the club must notify the Social Security office in order for the player to receive his due payment, as previously elaborated above (see response to question 4a).

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

As of now, no official stance has been taken regarding the FIFA guidelines.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

- a. Broadcasters;***
- b. Sponsors***

In both cases clubs (through the federation) are trying to negotiate with broadcasters and sponsors. At the time of writing there have been no significant developments relating to these agreements.

11. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

All disciplinary and contractual proceedings have been suspended because the AUF remains closed. There is no indication as to when the AUF will re-open.

12. *Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?*

No clubs have been involved in insolvency proceedings thus far.

UNITED STATES OF AMERICA

By *Francisco A. Larios*¹⁶²

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

In the United States, all professional soccer leagues have been suspended, delayed or cancelled due to Covid-19. Major League Soccer (MLS), the USL Championship, and the USL League One (which are in the first, second and third divisions of men's U.S. soccer, respectively), as well as the National Women's Soccer League (NWSL), have been suspended since mid-March. The only cancellations so far have been the spring season of the third-division National Independent Soccer Association (NISA) and all games and competitions between MLS and the Mexican *Liga MX* (more specifically, the MLS 2020 All-Star Game, the Leagues Cup and the Campeones Cup).

However, all U.S. professional soccer leagues plan to return at some point this summer or in the fall. MLS, which suspended its season after only the second week of a 34-game campaign, and the NWSL, which suspended its season prior to its commencement, have announced they are holding summer tournaments behind closed doors as a precursor to a potential regular season. The USL Championship and the USL League One seem intent on returning but have yet to set a date. The NISA plans to have its fall season which is normally scheduled to begin on August 31st.

All semi-pro and amateur soccer leagues have also been suspended or cancelled. For example, the developmental USL League Two was cancelled on April 30th before its commencement. Another developmental league, the United Premier Soccer League (UPSL), was suspended, but recently announced that it plans to resume the 2020 season in a condensed format on June 20th in municipalities where organized sports are allowed and with only the clubs that volunteer to participate. As for collegiate soccer (which is governed by the NCAA), it is unknown at this time whether COVID-19 will affect the season scheduled for the fall. Nevertheless, two universities have already opted to drop their soccer programs altogether in the face of COVID-19, which could be the first of many.

With regard to training, all of the leagues imposed some sort of moratorium. MLS imposed one on group training on March 12th and extended it six times before finally lifting it on 4 June 2020. The USL Championship and USL League One have had a group training moratorium in place since March 12th and have yet to indicate how long it will last (although since May 6th they have allowed clubs to train in limited small group settings). The NWSL also implemented a group training moratorium, but lifted it on 24 May 2020 and as of 30 May 2020, allows full-team trainings provided certain requirements are met.

2. *Has the Government/Federation/League adopted measures relating to:*

- a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***

¹⁶² Licensed to practice in Florida (USA), Francisco is an attorney at *Coccia De Angelis Vecchio & Associati*, a CAS *ad hoc* clerk since 2013, and a Member of the World Athletics Disciplinary Tribunal since its inauguration in 2017.

Since May 6th, MLS has allowed players to do voluntary individual workouts in their clubs' outdoor training facilities, provided that they are done in compliance with (i) local public health official and government policies, (ii) MLS guidelines, and (iii) a club-specific plan implementing health and safety protocols, which must be reviewed and approved by the club's medical staff and a local infectious disease expert then submitted to MLS prior to its implementation. MLS expanded this to voluntary small group training sessions on 30 May 2020 and to full team trainings on 4 June 2020.

The current MLS guidelines¹⁶³ provide *inter alia* that:

- (i) all players and staff must take two Antigen polymerase chain reaction (PCR) tests 72 hours prior to the start of training, as well as one antibody (serology) test;
- (ii) players, coaches and select staff must take PCR tests every other day;
- (iii) if any player or staff member tests positive, he will be quarantined, contact tracing will be performed, and all those who came in close contact with him will be immediately tested;
- (iv) players and staff who are in a high-risk category for severe illness related to Covid-19 are forbidden from participating even in training;
- (v) all players must complete a Standard Screening questionnaire before arriving to the training site and have his temperature checked upon arrival thereto; and
- (vi) everyone at a training site must use a mask, except for the players whenever on the field or in the gym.

Variations in local rules and shelter-in-place orders have led to a staggered implementation of the individual, small group and full training programs, with some clubs facing longer delays than others. To minimize wait-times, several clubs chose to relocate training to neighboring areas.

As for the NWSL, it has implemented a "Return to Play Phase Protocol" which details the applicable health and safety guidelines and the different phases that each team needs to complete before returning to competition. Provided that all federal, state and local mandates are respected, the NSWL already allows clubs to train in small groups of up to 8 players and full team trainings (as long as 5 days of small group trainings have been completed). The NWSL requires players to *inter alia* (i) complete a Pre-Training Assessment (PTA), (ii) undergo a daily symptom and temperature screening, (iii) take an PCR test and an Antibody (IgG) test prior to participating in group trainings, and (iv) wear a mask when arriving and departing the training facility.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

MLS has announced that it will hold a summer tournament behind closed doors at ESPN's Wide World of Sports Athletic Complex in Orlando, Florida lasting no more than 35 days. As

¹⁶³ See <https://www.mlssoccer.com/post/2020/06/04/mls-clubs-set-return-full-team-training-after-moratorium-lifted> and <https://www.mlssoccer.com/post/2020/05/28/mls-clubs-can-begin-voluntary-small-group-training-sessions>

of 4 June 2020, MLS has not yet finalized or published the details of this competition. However, based on proposals it made to the MLSPA during negotiations, it is expected that (i) the tournament will start in July and have a group stage followed by an 8-team playoff, with group-stage games counting towards MLS league standings for the 2020 season, (ii) MLS club delegations will be isolated in a nearby Disney resort throughout the entire tournament, and (iii) the players will undergo regular PCR testing. It appears that after the summer tournament MLS intends to hold a regular season; however, this will not be a simple task considering that the league comprises 26 teams (3 of which are in Canada) and thus must comply with the orders and guidelines related to Covid-19 from many governing civil authorities, including 26 cities/counties, 17 states, and 3 Canadian provinces.

The NWSL will also hold a summer tournament, the “Utah 2020 Challenge Cup”, which will be held behind closed doors in Salt Lake City starting on 27 June 2020 and will establish it as the first professional team sports league to resume play in the U.S. The NWSL has issued detailed medical and testing protocols¹⁶⁴ for both the pre-season and tournament. Essentially, the players will be subject to PCR testing 48 hours before departing to Utah, upon arrival and consistently throughout the tournament. The NWSL will quarantine any player who tests positive, close the facilities, and conduct contact tracing. The players and club staff will be isolated in an “athlete village” to control the environment as much as possible. The NWSL has not decided whether it will also hold a regular season later in the year.

As for the USL Championship and USL League One, a return is expected to come with certain format modifications. Among the alternatives being considered is a regionalized competition format.

3. *Do players, coaches, or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

Generally speaking, players, coaches and staff members do not have the right to refuse to work due to Covid-19 concerns.

In principle, under the Occupational Safety and Health Administration Act (OSHA), an employee has the right to refuse to work if: (i) he/she has a “good faith” belief that he/she is in imminent danger of death or serious injury; (ii) a reasonable person would find that such danger exists; (iii) there is insufficient time, due to the urgency of the situation to eliminate the danger through appropriate statutory enforcement channels; and (iv) where possible, he/she requested the employer to eliminate the danger in the workplace, but the employer did not address its correction.

However, a refusal under OSHA is unlikely to succeed considering that MLS, the NWSL and its clubs appear to be taking appropriate steps, in accordance with the OSHA “*Guidance on Preparing Workplaces for COVID-19*”, to mitigate the risk of players, coaches and staff being infected by Covid-19. Moreover, with regard to the players, MLS and the NWSL will allow them to decline participation in the summer tournaments. MLS players will be able to refuse for medical or familial reasons, while NWSL players will be able to simply opt out and without

¹⁶⁴ The full protocols are available at <https://www.nwslsoccer.com/2020-nwsl-challenge-cup-protocols>.

any repercussions at all, a right that some of them (in particular, a few members of the U.S. national team) appear intent on exercising.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The U.S. Government is distributing a one-off stimulus payment to workers and expanded unemployment coverage. Qualifying for a stimulus payment depends on one's income. A single adult taxpayer with an adjusted gross income of \$75,000 or less is entitled to \$1,200. Married couples earning \$150,000 or less get \$2,400 with an additional \$500 per child. Given the modest salaries of US soccer players as compared to other US professional sports, many players – both women and men – may qualify for a stimulus payment. The U.S. Government is currently considering whether to distribute a second round of stimulus payments. As for unemployment coverage, the U.S. Government increased the state's unemployment benefits by \$600 per week (before the increase, the states gave out an average of \$370 per week in unemployment).

The U.S. Government also implemented as part of the CARES Act the *Payroll Protection Program* (PPP), a \$350 billion Covid-19 federal loan assistance program for “small businesses” (defined as companies with less than 500 employees). The program provides qualifying businesses with a low-interest federal loan worth 2.5 times the business' average monthly payroll costs (using a \$100,000 individual employee compensation limit to calculate the payroll). The maximum loan is of \$10 million and is forgivable if the business retains or rehires all of its staff and maintains their wages. The United States Soccer Federation (USSF) applied for and received such a loan. In addition, it has been reported that as many as 12 MLS clubs also applied for and were granted PPP loans; however, 7 of the clubs have already declined to accept the loan (probably due to the public backlash received by the Los Angeles Lakers when the basketball club was awarded a \$4.6 million dollar PPO loan¹⁶⁵). The Adult Soccer Association – the governing body for adult amateur games – also applied for a PPP loan and is awaiting to see whether it qualifies.

b. The Federation and/or the League (common funding? Others?)

The U.S. professional soccer leagues have not taken any measures or created any common funding. Some MLS clubs, on the other hand, have created funds to assist gameday workers.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no association of sports doctors in the U.S. The professional soccer leagues and clubs are bound only by the local, state and national health authorities. Accordingly, the leagues have been in consultation with those authorities, as well as with the Centers for Disease Control and Prevention (CDC) and, for the Canadian teams, the Public Health Agency of Canada (PHAC).

¹⁶⁵ The Lakers later returned the loan. See <https://www.cnn.com/2020/04/27/business/los-angeles-lakers-return-ppp-loan-trnd/index.html>.

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)*

MLS players have agreed to economic concessions, including salary reductions (see answer no. 7 for more details). Other MLS employees have received pay cuts ranging from 10-25 percent depending on their position (with top executives including the commissioner Mr. Don Garber, receiving a 25% pay cut).

USL players, on the other hand, have not received any sort of pay cut yet; however, the USL is currently in salary negotiations with the USL Players Association (USLPA) (see answer no. 7 for more details). Some members of the USL's front office have been furloughed.

As for the employees of MLS and USL clubs, it has been reported that some of them have received pay cuts/deferments or have been furloughed.

Finally, as previously mentioned, NWSL players have been guaranteed their salaries even if they choose not to play in the upcoming summer tournament.

6. *Do clubs negotiate with players, individually?*

No, MLS clubs do not negotiate with the players individually. The negotiating parties are MLS and the MLSPA. It should be noted that due to the league's structure¹⁶⁶ MLS clubs do not hire players directly; instead, all player contracts are centrally owned by the league and then allocated to MLS clubs. The players are thus technically employees of MLS and, as such, are paid by the league, not the clubs. The USL and the NWSL also do not negotiate with the players individually, but rather with the USLPA and NWSL Players Association, respectively.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

Yes, there have been negotiations and decisions at a collective level between players' unions and the U.S. soccer leagues.

In February 2020, the MLS and MLSPA agreed to the framework of a new collective-bargaining agreement (CBA) which would be valid from 2020-2024. However, at the time the league was suspended, the agreement had not yet been ratified. In the past weeks, the parties worked towards modifying and ratifying that CBA during their negotiations over a return to play plan and player salary cuts.

The negotiations began on May 8th with a proposal from the MLS requesting that players take a 20 percent salary reduction in addition to other financial cuts. The MLSPA countered on May 18th with an economic relief package for MLS of \$100 million in the form of salary and bonus reductions, salary deferrals, and future relief, with a 5 percent cut and 5 percent deferral of 2020 salaries. The parties then entered into heated negotiations which turned for the worse when MLS threatened to lock out the players if an agreement was not reached by June 3rd. The major points of contention were MLS' proposals (i) to add a force majeure clause to the CBA which would be triggered by a specific decrease in fan attendance numbers, and (ii) to

¹⁶⁶ The MLS is a "single entity". It is formed as a limited liability company (LLC) owned by independent "investor-operators", each of which has an equity ownership in the league and the right to operate a club in a designated market.

significantly reduce the players' agreed share in broadcast revenues for a new media deal set to begin in 2023.

Fortunately, the parties came to an agreement on June 3rd, under which, according to the information released by early June 4th:

- (i) the players agreed to participate in the summer tournament in Orlando;
- (ii) players' salaries for the rest of the 2020 season will be reduced by 5 percent;
- (iii) the pool for team and individual bonuses for the same year will be capped at \$5 million (\$1 million dollars of which will go to prize money for the summer tournament in Orlando); and
- (iv) a modified version of the CBA will be ratified. The parties agreed to (a) extend the CBA until 2025 and push back previously-agreed salary increases by a year, (b) reduce the players' share in broadcast revenues in 2023 from 25 to 12.5 percent of the net increase in media revenue that exceeds \$100 million above 2022 levels inserted into the salary budget and general allocation money, and (c) add a force majeure clause modelled after that of the NBA¹⁶⁷.

The NWSL and NWSLPA also came to in agreement, in which the NWSLPA secured for its players guaranteed salaries and health insurance during the 2020 calendar year.

As for the USL and USLPA, they are still in negotiations over salary reductions for USL Championship players. The latest reported proposal from the USLPA came on May 18th and requested full compensation for lower-earning Championship players while conceding optional salary cuts of up to 10% per month for players earning over \$2,000 per month. The USL is reportedly seeking a further reduction.

8. *Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent)?*

While U.S. courts do recognize the concept of force majeure, it must be contractually agreed upon by the parties; there is no implied right of protection for force majeure events. This posed a problem for MLS since it did not have force majeure clause in either the old CBA, the CBA agreed upon (but not ratified) in February, or the players' employment contracts. Therefore, MLS had to negotiate and reach an agreement with the MLSPA in order to reduce the players' salaries. This is also the reason why, during those negotiations, MLS was so insistent in adding a force majeure clause. It should be noted that the USL, which also does not have a force majeure clause in the CBA or the players' employment contracts, is also requesting the USLPA to agree to such a clause.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

¹⁶⁷ See NBA CBA Article XXXIX, Section 5 Available at <https://cosmic-s3.imgix.net/3c7a0a50-8e11-11e9-875d-3d44e94ac33f-2017-NBA-NBPA-Collective-Bargaining-Agreement.pdf>

Neither the USSF nor the U.S. professional soccer leagues have released any public statements on the FIFA guidelines on Covid-19.

10. Have there been significant developments (e.g. termination/renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters

MLS currently has broadcast deals with ESPN, FOX, and Univision. ESPN has reportedly been heavily involved in the plans for the summer tournament in Orlando since the network is owned by Disney. The plan is to broadcast the tournament nationally; however, it is still undecided how and to what extent FOX and Univision will be involved in the production or broadcast of the tournament. There is no indication yet as to whether this tournament will affect existing deals with these broadcasters (which together are worth approximately \$720 million from 2015 to 2022) or how it will effect local broadcast deals.

The USL Championship and League One's broadcast deal with ESPN worth \$1 million also appears unaffected for now. The same is true of the NWSL's 3-year deal with CBS Sports and Twitch signed this past March.

b. Sponsors

MLS and larger USL Championship clubs' sponsorships appear relatively stable at the moment. As for the NWSL, it not only managed to keep its main sponsor Budweiser, but it also secured two new sponsors for the Utah 2020 Challenge Cup, as well as a new multi-year partnership with Verizon.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Currently, it is business as usual. No reports have indicated any changes in disciplinary proceedings or regulatory oversight.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No clubs have been or are currently involved in any insolvency proceedings resulting from Covid-19. However, some observers predict that smaller, less established clubs in the USL and other lower-level leagues who rely heavily on gameday revenue and sponsorship deals are at a greater risk of folding.

SECTION IV

AFRICA

CAMEROON

By *Jean Jacques Nouyadjam*¹⁶⁸

- 1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?***

On 17 March 2020, the Government of Cameroon took a set of thirteen (13) measures to deal with the Coronavirus pandemic. Amongst those measures are those relating to social distancing and the prohibition of any gathering of more than fifty (50) people.

On the same day, the Cameroonian Football Federation known as FECAFOOT, in a press release signed by its president, announced the suspension until further notice of all competitions organized at the national level, as well as friendly matches.

But following the unexpected and growing rate of contamination, and the strengthening of containment measures on 30 of April by state authorities, the FECAFOOT, through a press release dated to 12 May 2020, officially put an end to all its competitions.

- 2. Has the Government/Federation/League adopted measures relating to:***

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing)***

For the return to team training no measures have been taken so far.

- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)***

Nothing has been done so far for the return to competition.

- 3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?***

If (as is the case in some countries) appropriate measures allowing the resumption of games and training sessions have been put in place by the sporting authorities, players and coaches may not, on the grounds of *force majeure*, refuse to take part in them.

Refusing to return to training, in light of measures adopted by sporting authorities, shall constitute a breach of contractual obligations making players/coaches liable to sanctions.

¹⁶⁸ Founding Partner, Nouyadjam Associates Cabinet d'Avocats, Cameroon

Since due to the fact that FECAFOOT's disciplinary code remains silent with respect to such situations, most of our clubs in the elaboration of their internal management texts, notably their code of ethics, have provided for sanctions. Some of those sanctions include the deduction of up to 10% of a salary. But if despite taking these safety measures, a player or coach shall consider his health fragile, and that resuming training shall constitute a threat to his safety or that of his family, he shall be required to provide some evidence.

However, those specific cases are still not possible in Cameroon for two main reasons. The first being the interdiction (till now), of groupings of more than 50 people in one place, and the obligation to observe social distancing, representing a minimum of one metre; which does not allow players to return to training. The second reason being the cancellation of competitions by the Federation; which makes the organization of matches impossible.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The Cameroonian Government created a solidarity fund to support all the victims of the COVID-19 pandemic. They provided FCFA 1 billion, (approx. €1.5 million as a basis for this supporting fund).

On the 30th of April, the Prime Minister, Head of Government, announced in a press release, the strengthening of companies' cash flow by the allocation of FCFA 25 billion (approx. €38 million), to support sectors of activity that were really affected by the pandemic. In addition to this donation, tax relief measures for companies were also introduced.

Moreover, a press release issued by the FECAFOOT, makes mention of funds that the government of Cameroon provided for the financial assistance of professional football leagues.

Therefore, Elite One and Elite two players received their overdue payables on 2 June 2020.

b. The Federation and/or the League (common funding? Others?)

The only concrete measure taken so far by the FECAFOOT and as it says in its press release in consultation with other actors, is the special support granted to players and coaches, amounting to CFCA 40 million (or €65,000).

This sum will be distributed to 1,000 players and coaches, which is up to twenty-five (25) players from the men's clubs in leagues 1 and 2 and twenty (20) players and coaches from the women's clubs.

This is a one-time grant which, as the federation says, aims at supporting the players, who are living in precarious conditions in this period of global health crisis.

It is also worth mentioning that Samuel Eto'o, the former captain of the Cameroon national football team, made a donation of foodstuffs to the FECAFOOT for it to be handle to players.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no *Association of sports doctors* in Cameroon.

But there is an existing FECAFOOT medical committee which after many working sessions, has issued on 7 May 2020, in relation to the resumption or not of competitions, a report in which it recommended the football federation to give priority to the health of players.

We think that following those recommendations, the FECAFOOT announced through a press release issued on the 12 May 2020, the stop of championships for all categories for the 2019/2020 sports season.

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?*

In reaction to the current situation, clubs behave in three different ways.

Firstly, we have clubs that, despite the pandemic, normally pay their players the salaries they are due.

Secondly, there are some clubs, which when drawing up contracts, had foreseen situations of *force majeure*. Accordingly, these clubs apply the agreements made in the contract and pay only a part of the salaries they had initially fixed as a percentage.

Finally, we have clubs that do not pay their players at all and cite the Coronavirus as a reason for non-payment of salaries. We also understand that some, which link the end of a contract to the end of the season, do not pay players whose contracts were scheduled to end in June-July (initial ending period of the season) after the season was prematurely cancelled.

6. *Do clubs negotiate with players, individually?*

To date, there has been no official information about clubs and players negotiations.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

At this level also, nothing has been said publicly.

8. *Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?*

The article 38 of our Labour Code provides that a fixed-term employment contract shall be terminated in the event of force majeure and exempts either party from the payment of damages.

However, as far as football is concerned and following FIFA guidelines on coronavirus, clubs are encouraged to negotiate with players for salaries reduction.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

Apart from the financial assistance provided to clubs by the FECAFOOT, no official reaction to FIFA guideline on COVID-19 have been observed until now.

- 10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:**
- a. Broadcasters;**
 - b. Sponsors**

Till now, we do not have any information about this issue.

- 11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?**

FECAFOOT's internal jurisdictional commissions have been suspended and cannot currently receive appeals. This suspension has a direct impact on the functioning of the Conciliation and Arbitration Chamber of the National Olympic and Sports Committee of Cameroon, the jurisdictional body competent to hear in the last resort the appeals lodged against decisions emanating from the internal bodies of the federations.

- 12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?**

As aforementioned, FECAFOOT's internal jurisdictional commissions have been suspended and they do not currently receive cases.

It remains to be seen, once the suspension of football is lifted, whether there are clubs which are affected by such proceedings.

EGYPT

By *Nasr El Din Azzam*¹⁶⁹ and *Abdallah Hashish*¹⁷⁰

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

By virtue of a government decision, all sports activities have been suspended since 15 March 2020 due to the COVID 19 pandemic. All sports clubs have also remained closed since this date. However, it was announced by the sport minister that sports activities may resume gradually from 15 June 2020. The Egyptian Football Association (“EFA”) has similarly proposed a resumption of training on 15 June 2020 and the Egyptian Super League from mid-July.

However, this date is not final yet and remains subject to the approval of the government for resuming the league, depending on the health of the nation in general and the still-increasing COVID-19 ‘curve’.

2. *Has the Government/Federation/League adopted measures relating to:*

a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or*

The EFA prepared guidelines ready to be implemented upon the government’s final decision to resume the football activity (which includes for example training for one month before resuming of the league and make training with certain number of players in specific space to maintain social distancing and to have test after every match). Although the government announced that sporting activity may return by mid-June, this not final yet and no guidelines or rules announced yet for the resume of trainings by the government.

On 2 June 2020, the prime minister and head of the supreme committee for COVID 19 Crisis Management had discussed the Sports Ministry’s plan to resume the sporting activity along with other activities gradually. It was announced that the final decisions will be taken in the week commencing 8 June 2020, with the expectation that most sporting activity will gradually return in Egypt.

An overview of a few measures approved as part of this plan include, without limitation (a) caps on player training groups and social distancing norms, (b) education/information from the ministry of health, (c) sanitized communal areas/transport and sanitary equipment provided to players, (d) imposition of fines in the event of non-compliance with guidance, and (e) cancellation of sport in the event of a resurgence of positive COVID-19 cases.

¹⁶⁹ Partner & Attorney at Law, Sport Makers Law & Management Firm, Lecturer of Sports Law at CIES-CU and ISDE. Email: Nasr@sportmaker.com

¹⁷⁰ Associate at Sport Makers Law & Management Firm.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

The EFA has decided that if the league would be continued, matches will be played in three cities only, namely Cairo, Alexandria, and Suez. And all matches to be played in six stadiums only namely Cairo stadium, Al-Salam stadium, Airforce Defense stadium, Arab Contractors stadium, Suez Stadium and Maix stadium and that every club play 2 matches per week.

There are 147 matches remaining in the league which consists of 18 teams so almost half the league not played. There are 9 matches remaining in the Egyptian Cup. On 2 May 2020, the president of the FA announced that if the league is unable to resume after coordinating with the government, the FA still want to complete the Egyptian Cup as only 9 matches left in the cup would be easier to complete. Final decisions will be taken shortly in coming days.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

According to the Egyptian Code of Employment no. 12/2003, only *force majeure* can entitle coaches and players to refuse returning to training/playing, but they have to claim their entitlement before the concerned authority, which will subsequently decide whether or not the case can be considered as "*force majeure*" because it is a variable standard.

To the best of our knowledge, there are no legal provisions from legislations or laws that may protect players or coaches. However, clubs may be obliged, if provided for in the contracts, to ensure the health and safety of players.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The government urged employers, especially in the private sector, to avoid limiting their employment or affecting salaries as much as possible, the Government paid noticeable intention to this issue to the point that the Minister of Tourism revoked the license of a hotel in Sharm El-Sheikh, Sanai in the last April after knowing that it dismissed many employees, the Government also did put various measurements as precautions against the COVID-19 such as, among others, obligating all restaurants and touristic places to test the workers' temperature daily. As for employees who do not have a stable job (daily wages), the Government asked them to register with the Social Union Fund to get EGP 500 (approx. €30) cash payment monthly

b. The Federation and/or the League (common funding? Others?)

The EFA granted the clubs of lower divisions, financial aid last month, but it only partially helps the clubs as the amount doesn't cover all the damages of the clubs.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

On 17 May 2020, the Minister of Health, Dr. Hala Zayed had a meeting with the Minister of Sports, Dr. Ashraf Sobhy, where they discussed the possibility of cooperating in order to carry out some measurements relating to possible protection ways. Dr. Hala Zayed confirmed her intention to cooperate with the Ministry of Sports by providing guidelines and instructions for protection in addition to providing medical supplies when necessary, she also agreed with Dr. Ashraf Sobhy that the middle of June 2020 would be a suitable timing for the resumption of the sporting activity.

The medical committee at the EFA held a meeting with the ministry of health in order to approve the plan of the federation to possibly resume football activity and the federation will be bound by the final agreed upon instructions of the ministry of health.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

It depends on each club on a case-by-case basis, clubs decide after negotiating with their players according to the financial status of each club and its level of affection due to the suspension.

Until the moment, the biggest two clubs in Egypt (Al-Ahly and Zamalek SC) have not reduced players' and staff's salaries, Al-Ahly declared clearly that there will be deferral for part of the monthly salary until next July and if the league was cancelled or suspended after this date then they will make new negotiations and decisions.

Other clubs agreed with players about reduction for monthly salaries varying from 25% to 50%, especially if they are facing more financial problems.

6. Do clubs negotiate with players, individually?

Yes, each club negotiate individually with its players, and the results of negotiations are different from one club to another.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

No collective decisions or negotiations, although the players' union granted financial support for players of lower divisions.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

Yes, the national legal system in Egypt adopts and recognises the concept of "Force Majeure" and unforeseen events and it follows the French system more.

It is explained in the Civil Code and the Employment Code in detail on how it can affect contractual obligations. For example, the Labour Code no.12/2003, Article 41 states that a temporary force majeure case could grant the employer to reduce a percentage of 50% of employee salary in case such a force majeure could not let him working for a reason out of his employer's control, otherwise, employees shall be entitled to their salaries in full. And if the force majeure could make the fulfilment of the contract is impossible until its end date then this could entitle the employer to terminate the contract without legal consequences which is not the case now.

Article 41: If the worker attends at his place of work, at the time determined for work and is ready to exercise his work but is prevented to start his work for reasons due to the employer, he shall be considered as having actually fulfilled his work and accordingly deserves his wage in full. However, if he attends and is barred from exercising his work by imperative reasons beyond the will of the employer, he shall be entitled to half his wage

In addition, the Labour Code recognizes the concept of "unforeseen emergencies" which is the case of having contractual obligations that became very exhaustive as a result of unexpected extraordinary circumstances (which is the Coronavirus in this case), Article 163 states that: "In case unexpected extraordinary circumstances occurred and resulted that executing the agreement or one of its provisions became very exhaustive to one of the two parties, the two parties shall initiate collective negotiations to discuss these circumstances and to reach an agreement that would balance their interests. If the two parties could not reach a point of intersection, each of them would be entitled to submit the matter to the concerned administrative authority to do what it sees appropriate regarding making mediation"

The standard contract of the Egyptian FA doesn't mention the force majeure principle, but it could be applied on the contract according to the Egyptian law applicable on the contract.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

The EFA has not issued special guidelines as a reaction to the FIFA guidelines, waiting to see if the league will be resumed or cancelled.

However, by way of example, with respect to the possible extension of players' contracts, the EFA and Egyptian clubs has no problem with this matter as the standard player contract issued by the EFA and used obligatorily by all clubs and players state that it ends by the end of football season and not a specific date. As such, all the players with contracts ending this season are bound to complete the current season, even if extended after the normal end date in June.

This grants stability for the football clubs in Egypt as they are able to keep hold of their players until end of season without the need to enter into new negotiations to extend contracts with some players.

With respect to salaries, the EFA has not announced specific measures or recommendations for dealing with salaries and leaving the issue to be resolved between clubs and players themselves.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. Broadcasters;**
- b. Sponsors**

First agreements still in force waiting to see the final decision related to resuming the league. The agency “presentation” had the exclusive rights for broadcasting and sponsors of the league from the federation and all clubs, and now due to the suspension of all football activities, most due payments for federation and clubs from the agency are suspended, waiting to see the final decision for resuming the activity.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

The proceedings are suspended now as all sports bodies are closed by government until now, and also it is hard to collect samples for doping tests by the NADO especially because laboratories are closed also.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

At the time of writing, no football clubs, related bodies, or sports entities has been involved in such proceedings.

GHANA
By *Felix Majani*¹⁷¹

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

All professional and amateur football leagues in Ghana have been suspended since 16 March 2020.

On 26 April 2020, the continent's confederation, Confederation of African Football ("CAF"), set a deadline of 5 May 2020 for its members to inform it of their plans on whether to resume or cancel their domestic leagues in order to enable CAF to plan for continental club competitions next season.

As at 16 March 2020, the Ghana Football Association (GFA) Medical Committee had proposed that the league resumes behind closed doors subject to the government's go-ahead. The GFA is yet to make a decision on whether to resume or cancel the season but announced that they will do so by the end of June 2020. Chances of the league resuming were however dealt a major blow on 31 May 2020 when the country's President extended the nationwide ban on all contact sports to 31 July 2020.

2. *Has the Government/Federation/League adopted measures relating to:*

- a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***
- b. *The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

The GFA Medical Committee announced that should the league resume, all players will have to undergo a pre-competition medical assessment. It is still working on other safety measures should the league return this season.

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

Yes. The Constitution prohibits all forms of forced labour.

The Labour Act No. 651 of 2003 also entitles an employee exposed to hazardous working conditions that seriously endanger his life to refuse to work. Article 119 states as follows:

"Exposure to imminent hazards 119.

¹⁷¹ Majani's Sports Advocates – Managing Partner. Email:felix@majanisports.com.

(1) When a worker finds himself or herself in any situation at the workplace which she or he has reasonable cause to believe presents an imminent and serious danger to his or her life, safety or health, the worker shall immediately report this fact to his or her immediate supervisor and remove himself or herself from the situation.

(2) An employer shall not dismiss or terminate the employment of a worker or withhold any remuneration of a worker who has removed himself or herself from a work situation which the worker has reason to believe presents imminent and serious danger to his or her life, safety or health.

(3) An employer shall not require a worker to return to work in circumstances where there is a continuing imminent and serious danger to the life, safety or health of the worker.”

On the laws that protect players, coaches and staff should they return to work:

- a) Section 24.1 of the Constitution is paramount that “*every person has the right to work under satisfactory, safe and healthy conditions.*”
- b) The Labour Act requires employers to take measures to prevent contamination of the workplaces and protect the workers from toxic gases, noxious substances and other substances or materials hazardous to safety or health.
- c) The Labour Act also provides for Labour inspection at workplaces to ensure compliance with the provisions of the Labour Act. An employer who fails an inspection test is liable to a fine and may also be liable to compensate any person who proves that he/she has suffered any loss, damage or injury as a result of the noncompliance by the employer.
- d) An employee who gets infected in the course of employment could broadly have a case for compensation against his employer under the Workmen’s Compensation Act if he/she establishes a breach of duty of care on the part of the employer.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

There is no provision in the law for unemployment benefits. There are however laws providing for old age, permanent disability maternity benefits.

However, the government issued a number of tax reliefs to cushion its citizens through the pandemic such as (i) extending the date for filing of returns from four months to six months and (ii) a penalty waiver on tax debts outstanding until 30 June 2020

The government has availed a stimulus package of GH¢ 1 billion to households and businesses, particularly small and medium scale enterprises and a GH¢600 million soft loan scheme for Small and Medium Scale businesses. It is hoped and expected that this package will indirectly trickle down to cushion players, clubs and the football industry at large.

b. The Federation and/or the League (common funding? Others?)

The GFA is engaging the government and stakeholders to ensure that the football fraternity also benefits from the government's stimulus package for business and institutions affected by the pandemic.

The GFA also announced its intention to channel the FIFA COVID-19 Emergency Fund towards supporting its clubs.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no association of sports doctors in Ghana.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

It is worth mentioning that even before the pandemic broke out, a number of players had gone without pay since January 2020. The pandemic is therefore likely to prolong, if not exacerbate, the unfortunate plight of these players, most of whom are contracted to the smaller clubs.

However, a number of clubs have engaged their players on pay cuts. In early May 2020, one of Ghana's top clubs Ashanti Gold announced that its players and coaching staff had agreed to take a 20% pay with effect from April 2020. They were soon followed by rivals Asante Kotoko, who announced that their players had agreed to take a 30% pay cut with effect from May 2020.

The pay cuts are set to last for as long as the league remains suspended.

On the flip side, some clubs such as Bechem United and Aduana Stars appear to have stood by their players by announcing as recently as 28 April 2020 and 10 May 2020 respectively that they will not introduce pay cuts. The rest of the Ghana Premier League clubs also appear to be against pay cuts.

6. Do clubs negotiate with players, individually?

Yes, although the Professional Footballers Association of Ghana (PFAG) has publicly urged players to reject pay cuts.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

No. It is so far a matter between the players and the clubs directly. The GFA through its President has stated that pay cuts are against FIFA's wishes. The Ghana Premier League Management Committee has also raised its voice against pay cuts by insisting that it should only be a last resort given the players' already meag salaries.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the

suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

Force majeure

Ghanaian law recognizes the concept of *force majeure* if expressly provided in the contract.

Salary cuts

Article 69.1 of the Labour Act No. 651 of 2003 strictly prohibits unilateral pay cuts by providing as follows:

“An employer shall not make any deduction by way of discount, interest or any similar charge on account of an advance of remuneration made to a worker in anticipation of the regular period of payment of remuneration.”

Salaries can only be suspended or reduced with the employees’ consent.

The law however permits deductions such as those relating to contributions to social security schemes or pensions agreed to by the worker, amounts paid to the employee in error, loss suffered by the employer as a result of the loss of, or damage to, any property or thing used in connection with, or produced by, the employer’s business and which is under the control of the employee etc.

Termination

Force majeure: Pursuant to Article 62 of the Labour Act No. 651 of 2003, an employer can terminate a worker’s employment on fair grounds in case of a “...*legal restriction imposed on the worker prohibiting the worker from performing the work for which he or she is employed.*” However, an employer seeking to terminate a contract under this provision is more likely inclined to invoke the common law doctrine of frustration as opposed to *force majeure*. In order for an employer to terminate an employee’s contract on grounds of *force majeure* occasioned by the coronavirus pandemic:

- a) The employment contract must contain a *force majeure* clause that lists down the events which would trigger the application of *force majeure*;
- b) The event giving rise to the *force majeure* must have been unforeseen and could not have been reasonably anticipated by either party at the time the contract was concluded; and
- c) The employer must have made all reasonable efforts to perform its contractual obligations and demonstrate that the same have been frustrated and/or rendered impracticable by the pandemic.

Redundancy: although the Labour Act No. 651 of 2003 provides for redundancy, it does not apply to “*workers engaged under a contract of employment for specified period of time or specified work*”¹⁷².

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

¹⁷² Article 66(a) of the Labour Act No. 651 of 2003.

No. However, as earlier mentioned in answer to question 5, the GFA President supports FIFA's recommendations against forced pay cuts.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. Broadcasters;**
- b. Sponsors**

The GFA signed a TV rights deal with StarTimes in late February/ early March 2020. The first payment was expected by March 2020 but is yet to be paid due to the pandemic.

Ghanaian football has not had a steady credible league since 2017. As a result, the league and clubs have struggled to attract meaningful sponsors. One of Ghana's top clubs Hearts of Oak FC announced that some of their sponsorship companies had stopped working during the pandemic and were therefore unable to give the club any money from the sponsors for as long as the measures imposed by the government remained in force.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

It is business as usual. The GFA announced that its Standing, Ad-Hoc Committees all Judicial Bodies (Disciplinary Committee, Ethics Committee and Appeals Committee) will continue working by resort to online systems. It further announced that should a Committee decide that parties require personal hearing, the Committee's sitting will be held through a video conferencing platform. The restrictions on movement of people have not helped the authorities' cause to conduct anti-doping tests.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No.

KENYA
By *Felix Majani*¹⁷³

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

The Football Kenya Federation (FKF) cancelled the Kenyan Premier League (the top tier league) and the National Super League (the second-tier league) on 30 April 2020 and scrapped the rest of the five tiers of football.

The KPL Limited - the body mandated to run the KPL - has together with premier league club Chemelil Sugar FC challenged the FKF's decision to cancel the season before the Sports Disputes Tribunal, who on 12 May 2020 issued an *ex parte* order (issued without all parties being present) temporarily suspending the FKF decision. The case was heard *inter partes* (i.e. between the parties) on 26 May 2020 and a ruling is set to be issued in due course.

2. *Has the Government/Federation/League adopted measures relating to:*

- a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***
- b. *The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

Guidelines are yet to be issued for the new season following the cancellation of the current season.

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

Yes. Article 30.2 of the Kenyan Constitution safeguards against forced labour. This is also prohibited under Section 4 of the Employment Act No. 11 of 2007. In addition, Article 41.2 (d) of the Constitution accords every worker the right to strike save for those engaged in essential services. The right to strike is also provided in the Labour Relations Act which allows a worker participate in a strike or lock-out if the trade dispute that forms the subject of the strike or lock-out concerns terms and conditions of employment.

As regards the laws that ensure the health and safety of players, coaches and staff should they return to work:

- a) The Occupational Safety and Health Act, 2007 Laws of Kenya requires an employer to ensure that a workplace is healthy and safe for visitors and employees.

¹⁷³ Majani's Sports Advocates – Managing Partner. Email:felix@majanisports.com.

- b) Under section 103 of the above Act, where the Minister for health is satisfied that cases of illness have occurred which he has reason to believe may be due to the nature of the process or other conditions of work, he/she may make regulations requiring such reasonable arrangements as may be specified for the medical surveillance and medical examination of the persons or any class of persons employed.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

Unemployment benefits are generally reserved for the retired, survivors/dependants of a deceased member, invalids and persons emigrating from Kenya.

The Government has introduced a number of stimulus measures aimed at cushioning the country as a whole such as:

- i. Tax relief for employees who earn a gross salary of less than Ksh24,000 per month to give them extra cash to help cope with the crisis.
- ii. Reducing income tax from 30 to 25 per cent, and corporate tax from 30 to 25 per cent

In addition, in April 2020, the Ministry of Sports asked FKF to furnish them with a list of 30 members (25 players and 5 officials) of the clubs participating in the national leagues (including the Women Premier League) with a view to paying them an undisclosed amount of money to cushion them during the pandemic.

On 26 May 2020, the Government rolled out a Ksh 20M COVID-19 stimulus package from which it announced that every KPL player will be paid Ksh 10,000 for the next 3 months to help ease their burdens during the pandemic.

b. The Federation and/or the League (common funding? Others?)

In late April 2020, Betika, the official sponsors of the National Super League (NSL) announced that 30 players from each of the 17 KPL and 19 NSL clubs would each be paid a token of Ksh 5,000 to help them through the pandemic.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no association of sports doctors.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

Prior to the pandemic, a significant number of players especially those contracted to the self-sponsored/community-based clubs already had their salaries in substantial arrears (some dating

as far back as 5 months). It is little wonder that some of those clubs have not bothered to ask their players to take pay cuts or deferrals given that they haven't, in the first place, been able to pay them for months. For the time being, a number of struggling clubs have resorted to paying their players handouts or pocket money to cushion them through the pandemic.

There is some light however as some of the more stable clubs like Kakamega Homeboyz FC announced that their players had agreed to a 50% pay cut. Another club, Western Stima FC also followed suit and announced that its players would take a 50% pay cut, although the players later denied any agreement and claimed that the cuts had been imposed.

Corporate clubs such as Tusker FC, Bandari FC Kenya Commercial Bank FC and well sponsored clubs like Wazito Football Club announced that they will continue paying their players in full.

6. Do clubs negotiate with players, individually?

Yes. However, the country's players' union the Kenya Footballers Welfare Association (KEFWA) has publicly condemned forced pay cuts following the events at Western Stima FC.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

No. However, KEFWA has reached out to the FKF and KPL with a view to working out a collective agreement on pay cuts/deferrals. Nothing much is yet to come out as KEFWA continue to wait for a response from both bodies.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent)?

Force majeure

The doctrine of *force majeure* closely resembles the common law doctrine of frustration save that a party can only invoke *force majeure* if a clause to this effect is embedded in the contract.

Salary cuts

Section 17 of the Employment Act No. 11 of 2007 laws of Kenya provides for the protection of wages by stating that "*an employer shall pay the entire amount of the wages earned by or payable to an employee in respect of work done by the employee in pursuance of a contract of service directly....*" An employer can however deduct an employee's wages for remission of statutory deductions or if the employee fails to report to work without leave or damages or causes loss of any property. Pay cuts owing to *force majeure* events such as COVID-19 can only be done with the employee's consent.

Termination

Termination on grounds of force majeure:

Whether or not a contract can be terminated for *force majeure* depends on its wording. Some contracts provide for termination while others provide for the suspension of obligations.

The mere fact that an employer is unable to perform the contract or because doing so has become more expensive does not necessarily amount to a *force majeure*. The employer must show that he/she has explored all other avenues of performing the contract without success. In a 2018 case, the courts found a termination on grounds of *force majeure* to be a regular termination by reasoning that it was not possible for the employer to continue paying his employees at least in the foreseeable future.

Termination on account of redundancy: An employment contract may be terminated on account of redundancy. However, this does not apply to situations where an employee's services are terminated on account of the employer's insolvency. In all cases, the employer must give due regard to seniority in time and to the skill, ability and reliability of each employee.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

No.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. Broadcasters**
- b. Sponsors**

No. The KPL does not have a sponsor. The NSL is sponsored by betting firm Betika who have in fact sent some financial support to support all KPL and NSL players. The corporates companies that sponsor clubs such as Tusker FC, Bandari FC and Kenya Commercial Bank FC have not altered their agreements with the respective clubs.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

The measures imposed by the government have led to a relaxation in matters coupled with the fact that the federation is yet to fully embrace digital technology. This is not to say that the federation has prior to the pandemic been handling such matters as expeditiously or as efficiently as desired.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No.

NIGERIA
By Felix Majani¹⁷⁴

- 1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?**

Professional and amateur leagues remain suspended since 18 March 2020.

On 26 April 2020, CAF, set a deadline of 5 May 2020 for its members to inform it of their plans on whether to resume or cancel their domestic leagues to enable CAF to plan for continental club competitions next season. By then, the Nigeria Professional Football League (NPFL) had already met with the Minister of Youth and Sports Development and announced that the 2019-20 season will be concluded within six to eight weeks of the Government lifting the ban on movement across the nation. NPFL players will undergo COVID-19 tests when the season resumes.

- 2. Has the Government/Federation/League adopted measures relating to:**

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or**
- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?**

If the league resumes as planned, players, coaches and technical staff will be tested for COVID 19 among other strategies to be adopted to guarantee the well-being and health of everyone involved with the NPFL. The League Management Company (LMC) will liaise with the Minister of Sports to facilitate this objective.

- 3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?**

Yes. This is a constitutional right. Under section 34 (I) (c) of the Constitution “no person shall be required to perform forced or compulsory labour.”

The constitutional prohibition against forced labour is further corroborated under Article 73.1 of the Labour Act Chapter L1 which states that “any person who requires any other person, or permits any other person to be required, to perform forced labour contrary to section 34 (I) (c) of the Constitution of the Federal Republic of Nigeria 1999, shall be guilty of an offence and on conviction shall be liable to a fine not exceeding N1,000 or to imprisonment for a term not exceeding two years, or to both.”

¹⁷⁴ Majani’s Sports Advocates – Managing Partner. Email: felix@majanisports.com.

As regards the legal provisions in place to protect players, coaches and staff, in the event they return to work, the Quarantine Act empowers the president to, among other things, declare any infectious disease a dangerous infectious disease, declare any area in or outside of Nigeria an infected area, and issue regulations to prevent the spread of any dangerous infectious disease. A person who contravenes any of the regulations made under this Act is liable to a fine of N200 or to imprisonment for a term of six months or to both.

4. What are the specific measures taken by:

d. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The Ministry of Youth and Sports Development is working on channels to form an Athletes Protection Fund to support all sports and athletes affected by the pandemic.

On 24 March 2020, the House of Representatives passed the Emergency Economic Stimulus bill 2020 which provides a 50% tax rebate for employers and business owners who agree not to make staff cuts in 2020. Other measures which indirectly benefit clubs include a 1-month extension for filing Companies Income Tax returns.

e. The Federation and/or the League (common funding? Others?)

As highlighted in answer to question 4 (a) above, the Federation is looking forward to the Government's establishment of an Athletes Protection Fund to support all sports and athletes affected by the pandemic.

f. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

Nigeria does not have an association of sports doctors.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

The issue of pay cuts or layoffs has not arisen in Nigerian football partly because most clubs are sponsored by State governments. This is in addition to the NPFL clubs having voted against any pay cuts. There however some exceptions, such as the case of Yobe Desert Stars FC, a private club who are reported to have forced its players and technical bench to take a 75% pay cut on 3 April 2020.

6. Do clubs negotiate with players, individually?

Fortunately, the pandemic has not forced clubs to resort to pay cuts, deferrals or negotiations on the same largely due to the fact that most clubs are State sponsored and also thanks to the country's strict labour laws.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

There has been no need for this thanks to the country's solid labour laws coupled with the NPFL clubs' commitment to continue paying the players and coaches during the pandemic.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

Force majeure

Yes. Nigerian law recognises the concept of force majeure. However, the force majeure provision must be expressly contained in the contract. Where the contract does not contain a force majeure clause, the doctrine of frustration could be invoked. However, frustration is factual, and its determination is entirely to the court's discretion.

Salary Deferrals

Nigerian labour law is strict on deferrals. Pursuant to Article 35.1 of the Labour Act Chapter L1, the Minister has the sole and exclusive discretion to authorize the deferral of an employee's wages. Any such deferral shall not exceed one half of an employee's monthly wages. Should the Minister permit a deferral, he may require the employer to either deposit a sum of money by way of security, or to enter into a bond in such form as the Minister thinks fit for the due payment of the deferred wages. On completion of the contract the amount of the deferred wages shall be paid to the worker at such place and in such manner as the Minister may direct.

Salary cuts

Unilateral pay cuts are forbidden under Article 5 (I) of the Labour Act Chapter L1 which states that "Except where it is expressly permitted by this Act or any other law, no employer shall make any deduction or make any agreement or contract with a worker for any deduction from the wages to be paid by the employer to the worker, or for any payment to the employer by the worker, for or in respect of any fines."

The only deductions permitted under Nigerian law are those related to social security contributions.

Termination

Force majeure: Pursuant to Article 9.7 of the Labour Act Chapter L1, an employment contract shall terminate (i) by the expiry of the period for which it was made or (ii) by the death of the worker. Article 9.7 also adds that an employment contract shall terminate in any other way in which a contract is legally terminable or held to be terminated. This implies that an employment contract may be terminated on grounds of *force majeure* if provided for in the contract especially if the situation persists beyond a specified period. In addition to excusing an employer from performing, force majeure clauses also provide for the deferral of contractual obligations until such a time as the *force majeure* event has ceased.

Redundancy: An employment contract may also be terminated on grounds of redundancy pursuant to Article 20 of the Labour Act. This could especially be the case if the league remains suspended for an unreasonably prolonged period of time. When undertaking a redundancy, clubs will have to follow the principle of "last in, first out", meaning players or technical staff with the shortest service should be selected first. This will also be subject to all factors of relative merit, including skill, ability and reliability.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

No. Nonetheless, the guidelines are presumably welcome to the extent that they conform with Nigerian law.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

c. Broadcasters;

d. Sponsors

The NFF has expressed some concern that its major sponsor, energy giant AITEO, could review its N2.5billion five-year ultimate partnership contract with the federation given the drop in oil prices.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

This has eased down a bit. Lockdowns have made it difficult for the authorities to conduct anti-doping tests.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No.

SOUTH AFRICA
By Johan van Gaalen¹⁷⁵

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

In South Africa, all professional football leagues and amateur football (therefore all football activities) have been suspended since 18 March 2020, including training and matches.

The South African Football Association (“SAFA”) have announced that domestic competitions can only be preceded with on two conditions, namely that the South African government declares that it is safe to proceed with football competitions, and when domestic flights are reinstated.

On or about 13 May 2020 a Joint Liaison Committee (JLC) was set up, made up of representatives of both the SAFA and the National Soccer League (NSL) in order to see what the possibility of starting with the NSL matches will be.

The JLC formed a task team in order to prepare the necessary submissions, which will be used for later submissions to the South African Government for consideration.

The NSL suspended all matches on 16 March due to the concerns of the spread of COVID-19. It is understood that all top-flight clubs support the resolution to resume playing and complete the season as soon as it is safe to do so.

The national lockdown has been divided into five (5) levels. As from 1 May 2020 the lesser affected areas will go into a level four (4) lockdown. During this time period no training and/or football of whatsoever nature will be allowed. It is expected that South Africa will go into level three (3) lockdown as from 1 June 2020, however some concerns have already been raised about “hotspots” in South Africa, which may result that certain regions may be kept on a higher lockdown level as the rest of the country. This in itself poses further difficult questions in respect of where (what areas / regions) football may resume.

In terms of the South African Disaster Management Act of 2002 as amended, read together with the Regulations promulgated by the South African Government, only a limited number of industries (e.g. essential services, professional services, mining etc.) were allowed to continue business during the period of Level 4 lockdown. Therefore, until such time that the South African Government has promulgated new regulations in respect of the resuming of football training and playing matches, no player may be forced to attend to either training or playing matches.

In order to achieve the objectives of the game of football, being inter alia to promote the game of football and protection of the health of the players, it is important that all stakeholders

¹⁷⁵ Sports Lawyer from South Africa, Van Gaalen Attorneys. Member of FIFA Dispute Resolution Chamber and member of the FIFA Players Status Committee. Johan was recognised by Who’s Who Legal as a leading sports lawyer in South Africa since 2013 till to date.

constructively engage in finding a solution for the exceptional circumstances the sport of football is finding itself in.

The South African Football Players Union (“SAFPU”) is clear that not only is it important to consider the protection of the health of the public (supporters etc.) and the health of the players when making any decision of when play will resume, it will also be important to consider the wealth (financial well-being) of the players.

There is still, to date, no indication from the South African Government when and on what level of lockdown, will football resume.

No decision has yet been made as to how to determine the league seasons; however, time is running out and decisions need to be taken as soon as possible.

2. *Has the Government/Federation/League adopted measures relating to:*

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

No decision has been made by the South African Government regarding the return to team training as stipulated above. However, in general the South African Government has promulgated regulations and directives to be followed when and if businesses are authorised to open and the same will most probably be applied when and if football resume in South Africa.

These directives seek to ensure that the measures taken by employers / clubs under the South African Occupational Health and Safety Amendment Act, No. 181 Of 1993 (“OHSA”) are consistent with the overall national strategies and policies to minimise the spread of COVID-19. These include administrative measures (setting up a continuous risk assessment process at the workplace), social distancing, health and safety measures (which includes symptom screening every time an employee / footballer reports at the workplace, medical surveillance and testing, sanitizers, disinfectants and other measures, cloth masks (which could be problematic, considering the difficulty if may be for players to play with a cloth mask) etc.)

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

Due to the uncertainty when football may return, it makes it difficult for organisers to make decisions regarding the competitions.

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

The South African Football Players Union (“SAFPU”) is in the process of requesting guarantees from all stakeholders in football when resuming with football training and/or matches. It is proposed that players may in no manner be forced to return to training or to

playing if their health and safety are at risk or if they are not in full compliance with the health protocols, directives as agreed or if any of the players may as a result of possible pre-existing conditions which is detrimental with a COVID-19 infection, falls within the category of higher risk.

This provision is subject to guarantees being given by all clubs, the League and football association that no player will be discriminated against in whatsoever manner (financially or contractually) if he/she do not return to training due for the above reasons.

The “supervening impossibility” principle under the present circumstances can furthermore not be applied. The nature and terms of the employment agreement concluded between the players and the club and the relationship between the parties does not make provision for the application of the doctrine. The principle of “no work no pay” cannot be applied if the player is willing to render his/her services, however due to factors outside his/her control, (restriction regulations by Government, e.g. lockdown measures or prohibition to work due to the COVID-19 virus) the player cannot render his/her services.

The conditions outside the control of the player, may also include the instances where the employer / club failed to put in place the necessary prevention and/or precaution measures in the workplace for the spreading of the COVID-19 virus. If the club does nothing to prevent the spreading of the COVID-19 virus, the club may be held as being negligent and will be held liable.

Employees who cannot work because they have been infected with CoVID-19 will be entitled to sick leave on full pay.

4. *What are the specific measures taken by:*

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

The government has called upon employers (which also includes professional football clubs) who are registered with the Unemployment Insurance Fund (UIF) to apply for the Covid-19 benefits through the Temporary Employer/Employee Relief Scheme on behalf of their employees.

As part of its response to the Covid-19 pandemic, the government has issued a directive for relief to be provided to contributors who have lost income or required to take annual leave as a result of the Coronavirus breakout.

The claims for relief through UIF will be a percentage of an employee’s salary, according to a legislated sliding scale from 38% (for the highest earners) to 60% (for the lowest earners). The maximum benefit is R6,730 a month.

Furthermore, employers can now claim back up to R1,500 a month per employee who earns less than R6,500 (for those younger than 30), and R750 for those 30 and older. These amounts will be paid back every month by the SA Revenue Service (Sars) as part of the Employment Tax Incentive (ETI) program.

In light of the above provisional measures implemented by the South African Government,

there should not be any reason why players should compromise their salaries.

b. The federation and/or the League (common funding? Others?)

Neither SAFA nor the South African Premier Soccer League (“PSL”) have advanced any additional funds.

Accordingly, to the latest information, the NSL continued to make its monthly grant payment to all professional league clubs.

It is till to date unknown whether SAFA received any emergency funds from FIFA in the fighting of the COVID-19 pandemic and if, whether these funds will in fact filtered through to the players on amateur and professional levels.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no association of sports doctors that make any decisions which are binding on the football leagues.

Football in South African is only subject to the directives and protocols of the government, due to the fact that a state of disaster has been declared by the South African Government.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

It differs from club to club. Certain clubs continued to pay their player full salaries, whereas certain clubs unilaterally decided to deduct to the amount of 50% of players’ salaries as from the end of April, despite the government making provisions for these clubs to claim from the UIF fund and the fact that the PSL continues to pay the monthly grants.

The uncertainty creates anxiety. As stipulated above, it is important to get the balance right between the players’ health and wealth (financial well-being). By ignoring the one, may result in the scale to be uneven which may result in lesser interest in football, having the potential in a decline of broadcasting revenue.

6. Do clubs negotiate with players, individually?

Yes. Certain clubs attempt to exclude the South African Football Players Union (“SAFPU”) from the negotiations, in order to “abuse” the illiteracy of players not knowing their rights and entitlements. SAFPU have been attempting to negotiate with clubs on behalf of players however individual clubs are pursuing negotiations with their players depending on its own financial situation.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

No. There are no ‘collective decisions’ being made per se, as it is up to each individual club

and player / SAFPU to determine how it will proceed.

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

South African Law recognises the concept of “*force majeure*”, subject to certain conditions and it being agreed between parties, with the specific reference to the situation where a pandemic has been declared.

The standard football contracts applicable to all professional clubs do not contain a *force majeure* clause, therefore not making provision for the suspension of “work” due to a pandemic.

The terms of an employment agreement can only be changed by mutual agreement. An employer who imposes a unilateral amendment upon an employment contract (such as suspension of wages or wage cuts) without the employee’s express agreement will be in breach of contract and the original terms of the contract will remain in place.

Salaries are regarded as material to an employment contract and therefore any change to conditions of employment has to be negotiated and agreed.

The question to be posed in respect of any amendments due to the COVID-19 pandemic, is if the salary is suspended and/or reduced for a certain period, how and when will the footballer be entitled to recover his/her losses/reduced wages when football return to normal. Players need to exercise caution when agreeing to any amendments to their employment contract, without stipulating the time period the amendments will apply and terms whether the players will be compensated for their losses in the near future, when revenue streams are stabilised again and the game return to normal.

Players, due to the government’s promulgated regulations and the present situation caused by the COVID-19 pandemic in South Africa, were therefore unable to render their services, despite the players willing to play and train.

Any club who unilaterally implements the reduction of salary, will be regarded as unlawful conduct.

In terms of Section 34 the South African Basic Conditions of Employment Act (“BCEA”):

“(1) An employer may not make any deduction from an employee's remuneration unless—

(a) subject to subsection (2), the employee in writing agrees to the deduction in respect of a debt specified in the agreement; or

(b) the deduction is required or permitted in terms of a law, collective agreement,

court order or arbitration award.”

The above section of the BCEA goes even further in that if the parties agree to any sort of salary deduction, the deduction per month may not be greater than 25% of monthly salary.

Although certain clubs attempt to rely on the so-called “*supervening impossibility*” principle under the present circumstances of COVID-19, the doctrine cannot be applied. The nature and terms of the employment agreement concluded between the players and clubs and the relationship between the parties does not make provision for the application of the doctrine.

Furthermore, the principle of “*no work no pay*” can also not be applied under the specific circumstances. At no times were any players unwilling to render their services. The South African Government prohibited any form of training and/or playing matches.

Not only is the unilateral amendment of a player’s employment conditions unlawful, but it may also result in a breach of contract, which may entitle the player to terminate his employment contract. Therefore, it is important that during these unknown circumstances and times, both parties (club and players) carefully consider how to approach the working relationship going forward.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

No official reaction.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

- a. Broadcasters;***
- b. Sponsors***

Nothing has been officially announced and/or communicated to SAFPU. Nothing has officially been communicated to the players, therefore it begs the question as to why the players must agree to reductions of salary in the first place.

11. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

It is unclear whether any anti-doping testing has been done during the lockdown period. There are some concerns about clubs that, despite the strict regulations from the South African Government, have demanded / forced players back to training - all under the indirect threat of possible disciplinary hearings.

13. *Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?*

Although no clubs till to date have indicated the commencement of any insolvency proceedings, a few clubs have indicated that they are up for sale.

SECTION V

ASIA & OCEANIA

AUSTRALIA

By *Anthony Lo Surdo S.C.*¹⁷⁶

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

On 23 March 2020, Football Federation Australia (“FFA”) suspended the Hyundai A-League with 6 games remaining in the regular season which was to be followed by a finals series. That suspension extended to all football-related activities including training.

On 23 April 2020, the FFA Chief Executive Officer, James Johnson released a press statement in which he said there was agreement between the FFA and the clubs that the season would be completed, *“Our goal is to deliver live, professional football and complete the Hyundai A-League 2019/20 season, and we have set a number of criteria that will define when this is going to be possible...”*

“We will resume play as soon as possible, and the first stage would see the players return to training. We would then schedule matches. It is difficult to see that process beginning before the end of May, but we will work with all stakeholders to achieve the earliest possible resumption....”

“FFA will continue to work with the clubs as well as our broadcasters and provide a further update in May 2020.”

Whilst there has been no official word from the FFA, on 1 May 2020, ESPN quoting “sources” disclosed that A-League players will be back in training on 1 July 2020, with the remainder of the season, consisting of 5 rounds plus a finals series, to commence on 1 August 2020. Details are yet to be confirmed, but the hub model is thought to be the preferred option, with Sydney the front-runner to host the remaining fixtures with teams to observe the ongoing health and safety regulations.

Overseas players who did not remain in Australia will be required to observe two weeks of quarantine upon their arrival back in the country.

The season for semi-professional and amateur football leagues across the nation commences in April and ends in August. Those leagues will likely commence or re-commence in July 2020 with training permitted with effect from 22 May 2020.

2. *Has the Government/Federation/League adopted measures relating to:*

- a. *The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***

¹⁷⁶ Barrister | Independent Arbitrator | Advanced Mediator; Arbitrator, Court of Arbitration for Sport (Football and General Lists) 12 Wentworth Selborne Chambers, Sydney; Lonsdale Chambers, Melbourne.

- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

Government

On 2 May 2020, the Australian Government announced the following “National Principles for the resumption of Sport and Recreation activities”. These are not specific to football but intended to provide general guidance to facilitate the return of sport and recreation activities:

“1. Resumption of sport and recreation activities can contribute many health, economic, social and cultural benefits to Australian society emerging from the COVID-19 environment.

2. Resumption of sport and recreation activities should not compromise the health of individuals or the community.

3. Resumption of sport and recreation activities will be based on objective health information to ensure they are conducted safely and do not risk increased COVID-19 local transmission rates.

4. All decisions about resumption of sport and recreation activities must take place with careful reference to these National Principles following close consultation with Federal, State/Territory and/or Local Public Health Authorities, as relevant. 5. T

5. The Australian Institute of Sport (AIS) ‘Framework for Rebooting Sport in a COVID-19 Environment’ provides a guide for the reintroduction of sport and recreation in Australia, including high performance sport. The AIS Framework incorporates consideration of the differences between contact and non-contact sport and indoor and outdoor activity. Whilst the three phases A, B and C of the AIS Framework provide a general guide, individual jurisdictions may provide guidance on the timing of introduction of various levels of sport participation with regard to local epidemiology, risk mitigation strategies and public health capacity.

6. International evidence to date is suggestive that outdoor activities are a lower risk setting for COVID-19 transmission. There are no good data on risks of indoor sporting activity but, at this time, the risk is assumed to be greater than for outdoor sporting activity, even with similar mitigation steps taken.

7. All individuals who participate in, and contribute to, sport and recreation will be considered in resumption plans, including those at the high performance/professional level, those at the community competitive level, and those who wish to enjoy passive (non-contact) individual sports and recreation.

8. Resumption of community sport and recreation activity should take place in a staged fashion with an initial phase of small group (10) activities including full contact training/competition in sport. Individual jurisdictions will determine progression through these phases, taking account of local epidemiology, risk mitigation strategies and public health capability.

a. This includes the resumption of children’s outdoor sport with strict physical distancing measures for non-sporting attendees such as parents.

b. This includes the resumption of outdoor recreational activities including (but not limited to) outdoor-based personal training and boot camps, golf, fishing, bush-walking, swimming, etc.

9. Significantly enhanced risk mitigation (including avoidance and physical distancing) must be applied to all indoor activities associated with outdoor sporting codes (e.g. club rooms, training facilities, gymnasias and the like).

10. For high performance and professional sporting organisations, the regime underpinned in the AIS Framework is considered a minimum baseline standard required to be met before the resumption of training and match play, noting most sports and participants are currently operating at level A of the AIS Framework.

11. If sporting organisations are seeking specific exemptions in order to recommence activity, particularly with regard to competitions, they are required to engage with, and where necessary seek approvals from, the respective State/Territory and/or Local Public Health Authorities regarding additional measures to reduce the risk of COVID-19 spread.

12. At all times sport and recreation organisations must respond to the directives of Public Health Authorities. Localised outbreaks may require sporting organisations to again restrict activity and those organisations must be ready to respond accordingly. The detection of a positive COVID-19 case in a sporting or recreation club or organisation will result in a standard public health response, which could include quarantine of a whole team or large group, and close contacts, for the required period.

13. The risks associated with large gatherings are such that, for the foreseeable future, elite sports, if recommenced, should do so in a spectator-free environment with the minimum support staff available to support the competition. Community sport and recreation activities should limit those present to the minimum required to support the participants (e.g. one parent or carer per child if necessary).

14. The sporting environment (training and competition venues) should be assessed to ensure precautions are taken to minimise risk to those participating in sport and those attending sporting events as spectators (where and when permissible).

15. The safety and well-being of the Australian community will be the priority in any further and specific decisions about the resumption of sport, which will be considered by the COVID-19 Sports and Health Commission.”

The Australian Institute of Sport ‘Framework for Rebooting Sport in a COVID-19 Environment’ provides detailed advisory recommendations made in conjunction with sport-specific experts
(https://ais.gov.au/_data/assets/pdf_file/0008/730376/35845_AIS-Framework-for-rebooting-sport_FA.pdf).

The Federation

Whilst there has been no official word from the FFA, on 1 May 2020, ESPN quoting “sources” disclosed that A-League players will be back in training on 1 July 2020, with the remainder of the season, consisting of 5 rounds plus a finals series, to commence on 1 August 2020.

Details are yet to be confirmed, but the hub model is thought to be the preferred option, with Sydney the front-runner to host the remaining fixtures with teams to observe the ongoing health and safety regulations.

No details have yet been released as to any specific measures to be implemented to observe social distancing although it is highly likely that games will be played without spectators in attendance as was the case when the competition was postponed.

State Leagues

State-based leagues, semi-professional leagues and amateur leagues were hopeful of receiving the approval of State governments to commence training by 20 May 2020 with the season commencing by late June or early July.

On 15 May 2020, Football Federation Victoria, the body governing semi-professional and amateur leagues in Australia’s second largest State by population announced that the government of that state will permit training limited to 10 persons and that it is targeting 20 June 2020 for the resumption of elite junior competitions, 28 June 2020 for amateur leagues and early July 2020 for the semi-professional leagues.

On 21 May 2020, Football NSW, the body governing semi-professional and amateur leagues in the majority of Australia’s most populous State, after consultation with the Government of NSW released guidelines for “Stage 1” of the return to training which was expected to commence as early as 22 May 2020. These guidelines include that there be: gatherings of no more than 10 people at any time; appropriate social distancing of at least 1.5m between people at all times; an allowance of at least 4m² for all participants at all times, and; reasonable levels of hygiene to minimise the risk of infection.

More specifically and for the purposes of training, clubs are being directed to: split the football pitch into quarters; no more than 10 people to be allocated per quarter of the pitch, eg, one coach and nine players; social distancing is to be implemented – at least 1.5m between people at all times; no person to person contact training drills (tackling or challenges) to be conducted; any handling of equipment is to be kept to a minimum; heading drills must be minimised and picking up the ball and throw ins must be discouraged; all equipment (eg, cones, portable goal posts, balls) should be cleaned after usage; regular breaks are provided so that players can hydrate and use hand sanitiser; if training bibs are used, each individual player is to be allocated a bib and they are responsible for taking the bib home to wash and return; players are to enter and leave the pitch in a timely manner minimising social contact and large gatherings; players should arrive no more than 15 minutes prior to training commencing; players should come dressed and prepared to train; players are to bring their own clearly labelled drink bottle. No sharing of drink bottles is to be permitted; players are to leave the venue immediately once their training session has concluded.

It is expected that similar restrictions will be imposed by the other States and Territories as training resumes.

- 3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?**

An employer has an implied duty to provide a safe place of work. If a player or players form the view that a return to play or training would threaten their health or safety or those of their imminent family, then, absent a specific contractual provision that would enable them not to attend training or to play, they could seek to be excused from compliance with their contractual obligations.

- 4. What are the specific measures taken by:**

- a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)**

The Federal government has introduced a number of measures to provide assistance to workers who have been stood down. Most relevantly, the so-called “Jobkeeper” scheme provides all workers who have been stood down and who otherwise qualify, a payment of \$750 per week. That payment is not means or asset tested. However, it only applies to Australian citizens and, accordingly, professional footballers from abroad will not qualify. No specific measures have been put in place for professional sportspersons.

- b. The federation and/or the League (common funding? Others?)**

It is not apparent that the FFA has provided any specific assistance to any of its member clubs or member federations.

Press reports on 23 April 2020 reveal that the FFA will be paid \$780,000 by FIFA as a crisis fund payment, before football's governing body releases \$230 million to be split between its 211 member federations.

The \$780,000 figure is an initial payment that will be made to every FIFA federation, alongside any remaining entitlements that each federation may be eligible for. FIFA also apparently proposes to pay all operational funding to each federation.

It is not apparent whether any of the Hyundai A-League Clubs or their players will receive any benefit from the payments proposed to be made by FIFA to the FFA.

- c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?**

The Australian College of Sport and Exercise Physicians (“ACSEP”) is the pre-eminent professional body representing Sport and Exercise Physicians and Sport and Exercise Medicine in Australasia. The ACSEP does not appear to have taken a specific position on COVID-19 apart from emphasising measures that should be taken when exercising to limit the spread of the virus.

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)*

Recent press reports indicate that of the 11 clubs in the Hyundai A-League, 7 of the smaller and less financially robust clubs have stood down players and staff with no payment. The remaining 4 better resourced clubs continue to meet their obligations to players whilst at some of the Clubs staff have taken paid leave in order to cushion the financial impact upon their employers.

6. *Do clubs negotiate with players, individually?*

There is no evidence in the public domain to suggest that any of the Clubs are negotiating with individual players.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

The Professional Footballers Association (“PFA”) has voiced its concerns publicly, including as recently as 1 April 2020, over decisions made by Hyundai A-League Clubs to stand-down players. The PFA CEO, Mr. John Didiluca, said that he was devastated by the clubs’ “reckless” actions to alleviate the financial impact of the coronavirus pandemic, but conceded he could do little to stop it as the PFA had been denied any negotiating forum by club bosses.

8. *What are the legal and contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)*

The relationship between the Clubs and the parties are governed by written contracts which are construed subject to any prevailing FIFA and FFA statutes and contract law which is based on Anglo/Australian common law principles. The terms of individual contracts are confidential as between the contracting parties including as to whether they contain any applicable *force majeure* or other contractual provisions permitting termination, stand-downs or the suspension and/or reduction of salaries in circumstances such as COVID-19.

Anecdotal evidence suggests that player contracts are unlikely to contain such provisions and that the decision by Clubs to suspend salaries may not have any contractual justification and that the decision by Clubs to stand-down players has been driven by economic considerations alone.

In the absence of an applicable *force majeure* or other provision of the contract permitting termination, the common law doctrine of frustration may enable a party to terminate a contract where events that occur post-contract, that were not foreseen by them at the time they entered into the contract and which renders performance pointless, more difficult or more costly and even impossible may result in the termination of the contract by operation of law. Arguably, the legislative, regulatory or executive action of a government, such as the restrictions imposed by COVID-19 may form the foundation, at least, for an argument that players’ contracts have been frustrated justifying termination. However, there is no publicly available information to suggest that any Club has sought to terminate any player contracts on any basis.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

With more than 100 players out of contract after 31 May 2020, if the A-League does resume, competition would almost certainly stretch beyond that date. On 24 April 2020, Mr. Johnson, the FFA CEO said that the FIFA guidelines on COVID-19 allow the FFA to work with clubs and the PFA to find a solution. Mr. Johnson noted that the FIFA guidelines “...are not something we can enforce but they're certainly guidelines that we can use in discussions with the PFA and the clubs to try to find a pragmatic solution once we're a bit clearer on when the date we would resume the A-League is.”

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters;

b. Sponsors

The primary broadcaster partner of the FFA is Fox Sports. Its deal is worth approximately \$A60 million per year payable in instalments. Media reports indicate that Fox Sports had delayed the payment of an instalment that was due shortly after the COVID-19 pandemic caused the postponement of the season. That payment appears to have recently been made.

There is no publicly available information regarding whether there has been any renegotiation of the terms of the broadcast deal caused by the pandemic.

Similarly, there is no publicly available information as to whether any competition or team sponsors have sought to renegotiate terms in light of the pandemic.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

It appears to be “business as usual” although on an obviously reduced volume.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

There is no publicly available information to suggest that any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation).

NEW ZEALAND¹⁷⁷
By *Dr Leanne O’Leary*¹⁷⁸

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

Football in New Zealand has one professional club, the Wellington Phoenix, that participates under licence in the Australian Hyundai A-League.

The Hyundai A-League competition runs from October through to May, with a regular season that consists of 27 rounds followed by a finals series between the top six clubs. The season started on 11 October 2019. The finals series was initially scheduled for 1-3 May 2020, with the Hyundai A-League Grand Final initially set down for 16 – 17 May 2020.

On 23 March 2020 Football Federation Australia announced that it had postponed the remaining rounds of the regular season. At the time of the announcement the Wellington Phoenix was in Australia. It had cancelled its remaining two home games and travelled to Australia following the NZ Government’s announcement that the NZ international border was closing to all but NZ citizens and permanent residents from 25 March 2020. It was reported that the majority of the team returned to NZ with a few players remaining with families in Australia or returning home to other countries.

On 28 May 2020 FFA, the Hyundai A-League and Professional Footballers Australia (PFA) reached agreement on a plan to re-start the season.¹⁷⁹ The actual start date is subject to agreement with the broadcaster, but may potentially be mid-July 2020. The proposal is to use a hub in Australia to host the games, which will mean the Wellington Phoenix will be based in Australia for the remainder of the season.

The NZ Government adopted a COVID-19 alert system with the highest alert level 4 being a complete lockdown. A level 4 lockdown was implemented by the NZ Government for a four-week period from 25 March 2020. Wellington Phoenix players were provided with a personal training plan to maintain during the lockdown.¹⁸⁰ New Zealand is gradually easing out of COVID-19 restrictions and at the time of writing is at level 2. At alert level 2 professional sports leagues can resume, initially without crowds, but can be broadcast.¹⁸¹ A professional sports league is a work environment and any protocols or health and safety initiatives to implement for training will need to comply with WorkSafe and Sport NZ guidelines. WorkSafe is the NZ regulator for workplace health and safety and Sport NZ is the entity responsible for sport and recreation in NZ.

Insofar as amateur and community competitions in New Zealand are concerned, the New Zealand Football Federation (NZ Football) suspended all amateur football competitions until

¹⁷⁷ To be read together with the [Australia](#) section.

¹⁷⁸ Senior Lecturer in Law, Edge Hill University; CAS Arbitrator. Email olearyl@edgehill.ac.uk.

¹⁷⁹ Wellington Phoenix, “Australian Professional Football United for June Re-Start of Hyundai A-League 2019/20 Season” <<https://www.wellingtonphoenix.com/news/australian-professional-football-united-june-re-start-hyundai-a-league-201920-season>> accessed 4 June 2020.

¹⁸⁰ Wellington Phoenix, “Wellington Phoenix Squad To Return Home Following Postponement of Hyundai A-League” <<https://www.wellingtonphoenix.com/news/wellington-phoenix-squad-return-home-following-postponement-hyundai-a-league>> accessed 21 May 2020.

¹⁸¹ New Zealand Government, “Alert Level 2” <<https://covid19.govt.nz/alert-system/alert-level-2/#exercise,-sport-and-recreation>> accessed 21 May 2020.

6 June 2020 when competitions will resume. Players at amateur clubs are able to train under the alert level 2 restrictions that NZ Football has issued.¹⁸² The restrictions provide that normal full contact football training can resume provided that a club has work practices that comply with public health and safety measures and contact tracing procedures are in place.¹⁸³ The health and safety measures include the requirement that: gatherings consist of no more than 10 people (increasing to 100 people from 29 May 2020); surfaces and equipment to be regularly cleaned and disinfected; and players have good personal hygiene.¹⁸⁴ Football clubs also need a system to record and retain the contact details of all people attending for training¹⁸⁵.

With the restrictions imposed on amateur and community competitions, the Wellington Phoenix suspended its youth academy while it waits to see “*what the sporting landscape will look like in the future*”¹⁸⁶.

2. Has the Government/Federation/League adopted measures relating to:

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or**
- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?**

The FFA, the Hyundai A-League and the PFA have agreed a plan to resume the season. The plan includes health and safety protocols to protect players and other staff.¹⁸⁷ NZ Football has issued guidance regarding the practices to be adopted in respect of football training in NZ (as detailed in point 1 above).

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

Yes. Section 83 of the Health and Safety at Work Act 2015 (NZ) provides workers with the right to stop working or refuse to work if the job exposes the worker or any other person to a serious risk to the worker or that other person’s health or safety. The risk must arise from an immediate or imminent exposure to a hazard; the risk of exposure to COVID-19 could fall within the scope of s 83. However, owing to the fact that there has been no community transmission in NZ since early April 2020, it may be difficult for a player or coach to rely on this section. Also, if the club has complied with government guidance and the work is permitted

¹⁸² NZ Football, “Alert Level 2 – Return to Training Guidance” <<https://www.sporty.co.nz/asset/downloadasset?id=07ac774b-0eac-4bd2-a9bb-635c412453f3>> accessed 26 May 2020.

¹⁸³ Ibid.

¹⁸⁴ Ibid.

¹⁸⁵ Ibid.

¹⁸⁶ Wellington Phoenix, <<https://www.wellingtonphoenix.com/news/wellington-phoenix-academy-placed-hiatus>> accessed 21 May 2020.

¹⁸⁷ Wellington Phoenix, “Australian Professional Football United for June Re-Start of Hyundai A-League 2019/20 Season” <<https://www.wellingtonphoenix.com/news/australian-professional-football-united-june-re-start-hyundai-a-league-201920-season>> accessed 4 June 2020.

at that alert level, then s 83 may not prevail. A player or coach should raise health and safety concerns with the club in the first instance in an effort to resolve the issue before exercising s 83.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The New Zealand Government introduced two schemes for workers: the COVID-19 Wage Subsidy Scheme; and the COVID-19 Leave Support Scheme. The COVID-19 Wage Subsidy Scheme enables an eligible employer to apply for a subsidy to cover an employee's wages for a period of 12 weeks.¹⁸⁸ An employer will receive NZ\$585.80 if an employee works 20 hours or more per week; or NZ\$350.00 if an employee works less than 20 hours a week. Employers are encouraged to pay 80% of an employee's wages or at least the subsidy rate. The COVID-19 Leave Support Scheme applies to an employee who is unable to work because the employee: is at high risk and Government guidelines recommend they stay at home; has come into contact with someone who has COVID-19; has tested positive for COVID-19 and is required to isolate until cleared by a health professional to return to work; or has high risk family members and Government guidelines require them to remain at home.¹⁸⁹

The Government has also made available to sports clubs and organisations affiliated to a Sport NZ partner (of which NZ Football is one) a NZ\$25 million community resilience fund which a football club could apply to for up to NZ\$1000.00 if the club is materially negatively impacted by COVID-19 or will be during the period April 2020 to June 2020.¹⁹⁰ The Government also announced in its annual budget delivered on 14 May 2020 that NZ\$250 million would be set aside across the next three years to support the sport and recreation sector, including professional sports clubs, called the Sport Recovery Package.¹⁹¹ On 4 June 2020 it was reported that the Wellington Phoenix had received NZ\$950,000 as part of the initial distribution of the Sport Recovery Package¹⁹².

b. The Federation and/or the League (common funding? Others?)

NZ Football will be entitled to the funds that FIFA proposes to pay its member federations in light of the COVID-19 crisis. It has been reported that NZ Football has asked FIFA for financial assistance.¹⁹³ It is not apparent whether the Wellington Phoenix or its players will receive any benefit from the funds that FIFA will pay NZ Football.

¹⁸⁸ New Zealand Government, "COVID-19 Wage Subsidy" <<https://workandincome.govt.nz/COVID-19/wage-subsidy/index.html>> accessed 21 May 2020.

¹⁸⁹ New Zealand Government, "COVID-19 Leave Support Scheme" <<https://workandincome.govt.nz/COVID-19/leave-support-scheme/index.html>> accessed 21 May 2020.

¹⁹⁰ Sport NZ, "Community Resilience Fund" <<https://sportnz.org.nz/COVID-19/sector-advice/sector-support-package/community-resilience-fund/>> accessed 21 May 2020.

¹⁹¹ New Zealand Government, "Sport Recovery Package Announced" <<https://www.beehive.govt.nz/release/sport-recovery-package-announced>> accessed 21 May 2020.

¹⁹² Stuff.co.nz, <https://www.stuff.co.nz/sport/football/a-league/121715292/wellington-phoenix-receive-nearly-1m-warriors-200k-from-sport-nz-relief-package>> accessed 4 June 2020.

¹⁹³ Stuff.co.nz, <<https://www.stuff.co.nz/sport/football/120696012/new-zealand-football-asks-fifa-for-financial-assistance-during-covid19-pandemic>> accessed 21 May 2020.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

The Australian College of Sport and Exercise Physicians is the professional body that represents sport and exercise physicians and sports exercise medicine in Australia. It has not released specific guidelines in relation to the Hyundai A-League.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

There have been no reports of salary cuts at the Wellington Phoenix. It has been reported that the club has used the COVID-19 wage subsidy scheme to pay its staff, including players.¹⁹⁴ A more pressing issue for the club is that eight of its players will be out of contract on 31 May 2020. The club anticipates either agreeing a contract extension until the end of August 2020 or entering into a longer contract depending on its financial situation.¹⁹⁵ At a league level the FFA has reached agreement with the PFA regarding health and safety and other issues arising from the suspension of the A-League.

6. Do clubs negotiate with players, individually?

There have been no reports of the Wellington Phoenix negotiating individually with players.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

Yes. Negotiations have taken place between the FFA, the Hyundai A-League and the PFA on various issues including health and safety protocols for COVID-19.

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

The relationship between the Wellington Phoenix and a player is governed by a written contract of employment, the terms of which are confidential. It is not known whether the players’ contracts contain a *force majeure* clause or “business interruption clause”. Any change to a player’s employment contract, including changes to salary, must be discussed and agreed in good faith. The requirement for the club and player to deal with each other in good faith is outlined in s 4 of the Employment Relations Act 2000 (NZ).

The concept of *force majeure* is recognised in NZ common law and may apply to an employment contract, but the threshold for its application is extremely high. It must be demonstrated that an external event renders the employment contract impossible to perform.

¹⁹⁴ Stuff.co.nz, “Wellington Phoenix Receive Wage Subsidy While Acknowledging Challenges Ahead”, <<https://www.stuff.co.nz/sport/football/a-league/120959046/wellington-phoenix-receive-wage-subsidy-while-acknowledging-the-challenges-ahead>> accessed 24 May 2020

¹⁹⁵ Newshub, “A-League 2020: “Wellington Phoenix Confident They’ll Retain Full Squad For Season Return” <<https://www.newshub.co.nz/home/sport/2020/05/a-league-2020-wellington-phoenix-confident-they-ll-retain-full-squad-for-season-return.html>> accessed 24 May 2020.

Even if there is a *force majeure* clause in the player's contract, the obligation to consult in good faith regarding changes to the player's contract will still apply.

The doctrine of frustration may also be relevant, although it too invokes a high threshold. The doctrine applies when a supervening event renders the performance of the contract radically different from what had been undertaken when the parties entered the contract.¹⁹⁶ In each case it is a question of fact and degree as to whether the doctrine applies.

At the present time it is not apparent that the club has introduced salary cuts or suspended player salaries.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

There has been no official reaction to the FIFA guidelines at a national level in NZ.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

- a. Broadcasters;***
- b. Sponsors***

It has been reported that negotiations between the FFA and Fox Sports which holds the broadcasting rights for the Hyundai A-League resulted in the television broadcaster making a delayed but full quarterly payment to the FFA in early May 2020.¹⁹⁷ There are still three seasons to go on the current broadcasting contract and there have been no significant developments reported in relation to the on-going contractual relationship between the FFA and Fox Sports.

11. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

Drug-Free Sport NZ placed its testing programme on hold during the level 4 lockdown. All other disciplinary matters and regulatory oversight in football appear to have continued during the various stages of the lockdown.

12. *Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?*

There have been no reports of football clubs or related bodies in NZ being declared insolvent as a consequence of COVID-19.

¹⁹⁶ *Karelrybflot AO v Udovenko* [2000] 2 NZLR 24 (NZCA) [36] – [37].

¹⁹⁷ Stuff.co.nz, "A-League Clears Major Hurdle as FFA Receives Belated Payment From Fox Sports" <<https://www.stuff.co.nz/sport/football/a-league/121387570/a-league-clears-major-hurdle-as-ffa-receives-belated-payment-from-fox-sports>> accessed 21 May 2020.

CHINA

By Guo Cai¹⁹⁸ and Shaun Dong¹⁹⁹

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

Suspension of sporting activities in China originally dated back to 23 January 2020, when a notice from the Chinese Federation of Automobile and Motorcycle Sports (中国汽车摩托车运动联合会) suggested that all sporting events must be suspended at least until April, as directed by the General Administration of Sport of China²⁰⁰.

Football games specifically in China have remain suspended since 30 January 2020, when the Chinese Football Association (CFA) officially announced that football games of all levels and all categories must be postponed due to COVID-19²⁰¹. The announcement was actually preceded by another CFA notice on 25 January 2020 relating specifically to the postponement of the CFA Super Cup, originally scheduled on 5 February 2020 in Suzhou, Jiangsu Province. The CFA Super Cup is the Chinese equivalent to the English FA Community Shield, contested by the winners of top division of professional league (Chinese Super League, “CSL”) and the CFA Cup last season.

Unlike Europe, the 2019 football season in China has fortunately already finished, and the new 2020 season had yet to start when sport was put on hold. This means that legal and regulatory issues arising from the suspension of the season are probably less complex in China compared to Europe, where leagues have been suspended part way through. According to the official timetable announced by the CFA on 22 January 2020²⁰², the CSL’s new 2020 season was scheduled to commence on 22 February 2020 and conclude on 31 October 2020. The second division of China’s professional league, CFA China League, was supposed to run between 29 February 2020 and 1 November 2020²⁰³. The third division was originally scheduled between 11 March 2020 and 1 31 October 2020²⁰⁴.

The date to resume football games and other team sports (or sports involving large gatherings, such as marathons) remains unclear at the time of going to press. However, on 4 June 2020, the Chinese Basketball Association (CBA) announced the long-awaited resumption of the CBA League scheduled on 20 June, to be played in tournament in the Chinese cities of Qingdao (Shandong Province) and Dongguan (Guandong Province), rather than the traditional home-and-away format. On 31 March 2020, the General Administration of Sport issued a notice (Ref. Ti Ban Zi (2020) No. 47) to all provinces, municipalities and in particular, the CFA and the Chinese Basketball Association, which reiterated that “marathon and sporting games involving

¹⁹⁸ Chinese lawyer specialised in sports dispute resolution and international law, Jin Mao Law Firm, who runs the LexVeritas China Sports Law Blog on LawInSport.

¹⁹⁹ Director of the China Sports Law Centre.

²⁰⁰ NetEase Sports, “The General Administration of Sport Directed All Sporting Events to be Suspended before April”, 23 January 2020, <https://sports.163.com/20/0123/12/F3ITULG700058780.html>.

²⁰¹ CFA, “Notice regarding the postponement of the 2020 Football Season”, 30 January 2020, <http://www.thecfa.cn/lstz/20200130/28537.html>.

²⁰² CFA, “Notice on CSL 2020 Season Match Schedule”, 22 January 2020, <http://www.thecfa.cn/lstz/20200122/28529.html>.

²⁰³ Playoffs are to conclude on 14 November 2020.

²⁰⁴ Playoffs are to conclude on 14 November 2020.

gathering of people must not be resumed until further notice”²⁰⁵. The principle was further reiterated by a State Council Notice (Ref. Guo Ban Fa Ming Dian No. (2020) 16) issued on 8 April 2020, stating that “*sporting activities involving large gathering such as marathon shall not be held at this moment*”²⁰⁶.

While football games are suspended, teams and clubs continue to carry out their respective training programs, although training camps and calling up players from different teams were cancelled in February²⁰⁷. As the situation in China gradually improves, there are positive signs suggesting that football and sports might come back to China in a foreseeable future. On 27 March 2020, China Women’s Football National Team called up players for training in Suzhou (2-30 April 2020)²⁰⁸. On 29 April 2020, China Men’s Football National Team called up players for training in Shanghai (10-27 May 2020)²⁰⁹.

In addition, gyms and recreational spaces in China have largely reopened, although in Beijing combative sports (involving physical confrontation) and aerobic exercise are still not allowed in gyms as of early May.

At present, the start date of the new season of all levels of Chinese football leagues has been postponed. Football clubs are permitted to organize closed training activities on their own, and there is no policy to cancel professional leagues.

On 29 May 2020, the General Administration of Sport issued its Guidance²¹⁰ to Proceed with Orderly Resuming Sport Events, again addressed to all provinces, municipalities and in particular, the CFA and the CBA, which granted permission for holding local community sport events, though nation-wide marathon, cross-region sporting events, and multi-sport events (international or national) shall still be avoided. In addition, non-combative sport events (nation-wide) may be held “with caution”; professional events such as CSL and CBA games may only be permitted to proceed subject to evaluation of the leagues’ respective resumption plans.

The CFA has been making active efforts to resume professional football in June, but no plan has been finalised yet as approval must be sought from supervising government agencies such as the General Administration of Sport of China and the State Council.

On 7 May 2020, Mr. Chen Xuyuan, the president of CFA, disclosed in an official interview that at least three operating plans had been prepared to start the CSL new season “as soon as the preparatory work is ready”. Although the exact date (to start the new season) has not been

²⁰⁵ The General Administration of Sport of China, “Notice on Temporarily Not Resuming Large-Scale Events Such As Marathon”, 31 March 2020, <http://www.sport.gov.cn/n316/n337/c946505/content.html>.

²⁰⁶ Sports.cn, “The State Council: Temporarily Not Resuming Sport Events Involving Large Gatherings Such As Marathon”, 10 April 2020, <http://www.sports.cn/hyxx/2020/0410/314353.html>

²⁰⁷ On 22 January 2020, the CFA announced that a training camp for women’s football teams in China, originally scheduled between 31 January and 23 February 2020 in Yunnan Province, must be cancelled. Each team may conduct training on its own

²⁰⁸ The CFA, “Notice on Organisation of Training Camp for China Women’s Football National Team”, 27 March 2020, <http://www.thecfa.cn/jxtz/20200327/28612.html>.

²⁰⁹ The CFA, “Notice on Training Camp for China Men’s Football National Team”, 29 April 2020, <http://www.thecfa.cn/jxtz/20200429/28617.html>.

²¹⁰ <http://www.sport.gov.cn/n316/n336/c951441/content.html>.

confirmed, one thing is clear that professional football will resume in China this year with adjusted schedule and possible behind closed doors arrangements.

2. Has the Government/Federation/League adopted measures relating to:

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or**

There is no specific guideline or any other measures on returning to team training.

Specific measures have been prepared and submitted to the supervising government agencies for approval. However, the complete set of measures are not made publicly available. Mr. Huang Shenghua, the Managing Director of the CSL Club Guangzhou R&F Football Club, revealed that health officers (防疫官) designated by the government health commission would be indispensable in season resumption plans. Also, reporters might need to pass the nucleic acid testing before entering the game venue.²¹¹

- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?**

Until now, there is still no official announcement on returning to competition.

According to *Information Times*, CFA has submitted its plan (with specific measures) to start the football season in late June, but the supervising agencies expected to see a revised plan with more details. Given that the 2020 football season in China is *de facto* shortened to four months at most (supposing professional football is resumed in June, and considering the international match calendar), reduction of match days seems inevitable. The CSL clubs reportedly came to an agreement that competition rules for this season need to be altered, but details are yet to be finalised and officially announced at the press time.

- 3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?**

There is little discussion in China regarding players/coaches/staff's right of refusal, should they have concerns about their health of safety. This is probably because the Chinese authorities and the CFA have been taking extra caution in terms of resuming sport events, even though the impact caused by coronavirus had largely alleviated in China since April, and currently there are only occasional, single digit number of confirmed cases in China usually coming from abroad. The CFA and CBA have been specifically required to submit detailed plans for the supervising agencies' approval to proceed. In a centralised country where football is organised in a "top-down" rather than "bottom-up" process, it is not difficult to comprehend that why Chinese football players are used to deferring to the CFA or the relevant authorities to make the decision (whether to resume football). Such tendency (to leave the decision to the CFA and

²¹¹ Information Times reporter Zou Tian, http://epaper.xxsb.com/html/content/2020-05/20/content_811172.html, 20 May 2020.

other relevant authorities) might be considered sensible in the Chinese context. Absence of a players' union may also account for lack of voice on the players' part.

Under the PRC Labour Contract Law, players, coaches and staff do have the right to unilaterally terminate their contract where the employer football club fails to provide labour protection or work conditions as stipulated in the employment agreement (Article 38.1). Pursuant to Article 17 of the PRC Labour Contract Law, the provision of employment protection and work conditions are considered essential terms of an employment agreement. Thereof according to PRC law, players, coaches and staff may be entitled to refuse working (i.e. training and competing) if the working conditions available are vulnerable to virus transmission. Some may argue that the PRC Labour Contract Law is not applicable to professional players and coaches, who shall be subject to the industry-specific rules of FIFA and CFA. However, such debate is more about dispute jurisdiction rather than the application of the legal provisions. In this author's view, the substantive provisions of PRC Labour Contract Law are applicable to players and coaches as long as they are not contradictory to the FIFA/CFA rules and regulations.

Furthermore, it is worth noting that Article 3 of the PRC Labour Law provides for employees' right to safety and sanitation protection. In fact, Chapter Six of the PRC Labour Law addresses "labour safety and sanitation", requiring the employer to provide employees with working conditions and protections that meet national sanitation requirements.

4. What are the specific measures taken by:

a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)

The Chinese Football Association (CFA) has not yet introduced relevant policies on the issue of player wages (the CFA is likely to issue guidance salary reduction).

In general, the government has focused more on resuming economic activities and bringing the workforce back to work, instead of distributing unemployment benefits (if not covered by applicable unemployment insurance) to individuals. Alleviating measures were mostly directed towards small and medium enterprises, such as waiving or extending the deadline to pay tax and employee social insurances. In April, the State Council decided to waive three months of rents payable by certain small enterprises that rent state-owned properties.

Due to COVID-19, the State Council extended the spring festival public holiday (originally ending on 30 January) to 3 February 2020. In some municipalities such as Shanghai, the municipal government directed that work should not be resumed before 9 February. But after 9 February, economic activities in most part of China have gradually resumed, despite initial difficulties for workers to return from their hometown to their workplace due to travel restrictions. As of April 2020, the majority of Chinese cities have almost recovered and city life is relatively back to normal (with appropriate cautions, of course).

Chinese Government has introduced numerous relief measures to assist workers and companies. But no specific measures have been introduced for professional clubs and players.

b. The federation and/or the League (common funding? Others?)

According to a CFA announcement on 9 April 2020, a salary cut proposal has been agreed for all three tiers of professional football in China. Furthermore, wage cuts are enforced with effect from 31 March 2020 until the start of the next (2020) season. Further details relating to salary cuts remain undisclosed.

Currently, there is no such concept of common funding or other initiatives by the federation and/or the League. This is partly due to the fact that independent football leagues (such as CSL) and related mechanisms have yet to be fully established, although the plan is currently in the pipeline. On 16 October 2019, the CFA set a rough timetable for establishing an independent CSL, with an announcement that the CFA would withdraw from the operation of CSL to allow its full autonomy. Reference was made to the European leagues and the CFA is anticipated to only perform a supervisory function going forwards²¹². The plan is widely viewed as an essential step towards the professionalisation and commercialisation of Chinese football.²¹³ On 14 April 2020, the CFA reiterated in an official announcement that the plan to establish the professional league council has been ongoing.

No common funding or any form of concrete assistance has been established in China. On 8 May 2020, the Chinese Football Association (CFA) announced a proposal, calling upon all levels of professional clubs to cut players' salaries through collective bargaining.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

Currently there is no association of sports doctors in China.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

The situation varies among clubs. As far as we know, there are clubs that suspend salary payment, but in some clubs, the annual salary of their players (except for game bonuses) has not been affected. However, in the future, the club may consider CFA guidelines and take certain measures to reduce salary based on consultations with players.

There have been reports regarding salaries owing to players, especially by clubs from lower divisions that lost their registration status for the 2020 season. This makes claiming outstanding salary even more difficult because the CFA Arbitration Commission arguably loses jurisdiction over clubs that are no longer registered with the CFA. However, such salary issues mostly arise from the concerned clubs' operational difficulty rather than COVID-19 *per se*.

While there are reports that several CSL clubs have delayed salary payment,²¹⁴ it is also reported that big CSL clubs are relatively well funded and are not concerned about salary reduction.²¹⁵

²¹² People's Daily, *Chinese Professional Football League Will Be Set up Soon*. Page 09, 17 October 2019.

²¹³ Cheng Shan, Soccer News, "League Advocates the Supervision Pattern of EPL, CFA Could Have Veto Power on Major Issues", <http://sports.sina.com.cn/china/j/2019-10-17/doc-iicezuev2735378.shtml>.

²¹⁴ PP Sports, "Policy on Salary Reduction Yet to Be Issued; Several CSL Clubs Delayed Salary Payment", 24 April 2020, <http://www.ppsport.com/article/news/905618.html>.

²¹⁵ According to Osports Media, some CSL clubs did not consider deducting players' salary, 22 April 2020, <https://xw.qq.com/cmsid/20200422A0KCE900>.

On 28 April 2020, Xinjiang Tianshan Leopard FC, a club from the second professional division (CFA China League), announced that it had to dismiss its women's team (established in late 2019) due to the operational difficulties caused by COVID-19²¹⁶. Just a few days before (on 24 April 2020), it was reported that the same club's men's team reached agreement on players and coaches salary reduction. The club, players and coaches reached consensus "following three rounds of sufficient communication",²¹⁷ making it the first professional football club to implement a salary reduction in China.

In mid-May, there came positive updates concerning Xinjiang Tianshan Leopard FC women's team. The local sports bureau had extended support, which essentially saved the team from ultimate dismissal. Players had been called upon to return to the team and continue their training.²¹⁸

Some clubs are arranging salary-cut according to the proposal issued by the CFA.

Except Xinjiang Tianshan Leopard FC mentioned above, other professional football clubs are generally reluctant to initiate salary-cut negotiation despite the CFA proposal dated 8 May 2020, discussed in response to Question 8 below.

6. Do clubs negotiate with players, individually?

China has not yet established a nationwide player's union. In general, clubs in China need to negotiate with their players on an individual basis and follow the guidance of the CFA's upcoming salary reduction policy. However, it seems that some clubs are able to negotiate with their players (or coaches) in group meetings and reach consensus on a voluntary basis, as seen in Xinjiang Tianshan Leopard FC discussed above.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

Not yet. Currently, China does not have the infrastructure to facilitate collective bargaining in football, or sports in general.

The professional football clubs reportedly made a collective decision to reduce players' salary subject to further guidelines. On 9 April 2020, the CFA announced that a virtual conference had been convened where representatives of the clubs (from the CSL and the second and third divisions) agreed, in principle, on a reduction of salary provided that clubs and players' representatives held "sufficient discussion". The reduction would be applicable from 1 March 2020 to the commencement of the 2020 season. The CFA announcement was to be followed by detailed guidelines with input from clubs, players, coaches and legal professionals²¹⁹.

²¹⁶ Sun Zhe, Xinhua News Agency, "Xinjiang Tianshan Leopard FC Women's Team Dismissed", 28 April 2020, <http://www.ppsport.com/article/news/905618.html>.

²¹⁷ Sun Zhe, Xinhua News Agency, "Xinjiang Tianshan Leopard FC Took the Lead on Salary Reduction for Long-term Development", 27 April 2020, <http://sports.people.com.cn/n1/2020/0427/c22134-31688946.html>.

²¹⁸ Beijing News, 16 May 2020, <http://www.bjnews.com.cn/sport/2020/05/16/727960.html>.

²¹⁹ Lanxiong Sports, "The CFA: Consensus on Salary Reduction, Applicable from 1 March to the Commencement of New Season", 9 April 2020, <http://www.lanxionsports.com/posts/view/id/18623.html>.

It is worth noting that the agreement between Xinjiang Tianshan Leopard FC and its players (as well as coaches) to deduct salary, as discussed under Question 3, came about following the CFA announcement on 9 April.

The proposal issued by the CFA encourages clubs to arrange salary-cut through collective bargaining with labour for union. It is interesting to note Chinese football clubs have no labour union for players. Furthermore, FIFPRO has no legitimate branch in China. So, it is still a challenge to carry out salary-cut under the legal framework of China.

On 8 May 2020, the CFA issued a formal proposal²²⁰ calling for professional football clubs to reasonably adjust salaries applicable to players and coaches of men's teams. The proposal seems to be China's localised response to the FIFA Guidelines on COVID – 19 Football Regulatory Issues, in which the CFA encouraged clubs to conduct amicable negotiation with players and coaches either on collective or individual basis.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

This is a difficult question to answer from a Chinese perspective, as the legal status of footballers in China is not yet clear.

The PRC Law recognises the doctrine of *force majeure*. More specifically, the principle has been codified in Article 180 of the General Provisions of Civil Law, which provides that “*where the non-performance of civil obligations is caused by force majeure, no civil liability shall arise therefrom, except as otherwise provided by law*”. In the same provision, *force majeure* is defined as “*any objective circumstance that is unforeseeable, inevitable, and insurmountable*”.

Also of relevance might be the “change of circumstances” doctrine recognised in the Interpretation II of the Supreme People's Court on the PRC Contract Law. Article 26 of this judicial interpretation provides that:

“where any significant, unforeseeable change of circumstances occurs after the formation of a contract, which shall not be characterised as business risk, and not caused by force majeure, the people's court could modify or rescind the contract under the principle of fairness case-by-case, should the performance of the contract become manifestly unfair to one party, or the contractual purpose be frustrated”.

Although Articles 35 and 36 of the PRC Labour Contract Law provide that an employee and employer may reach an agreement to amend or terminate a contract, the provisions do not seem to assist much as issues arise exactly where no agreement could be reached. In addition, there has been an increasing consensus found in jurisprudence that the PRC Labour Contract Law does not necessarily apply to professional football players, as there are industry-specific regulations applicable to players' contracts (namely FIFA and CFA regulations). It is not

²²⁰ <http://www.thecfa.cn/lstz/20200508/28619.html>.

uncommon for the people's court or labour arbitration commission to defer employment related cases involving football players to the CFA Arbitration Commission.

On February 2020, Mr. Zang Tiewei, Spokesperson of Commission of Legislative Affairs of the National People's Congress Standing Committee, expressed that "for the parties who are unable to perform the contract, the epidemic is an unforeseeable, unavoidable and insurmountable force majeure. As the legal status of players in China is not yet clear. While from the perspective of Chinese labour law, clubs are encouraged to negotiate with players, from the perspective of Chinese contract law, it may refer to the principle of change of circumstances in conjunction with the principle of fairness.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

The CFA-convened virtual conference participated in by club representatives and the subsequent announcement of 9 April 2020 (as discussed under Question 5) is believed to be an official reaction to the FIFA Guidelines. In its announcement, the CFA stated that the virtual conference was convened "in response to the FIFA Guidelines and clubs' demands"²²¹ The CFA reportedly exchanged several communications with FIFA regarding salary issues. In a letter addressed to the CFA, Mattias Grafström, FIFA's Deputy Secretary General (Football), endorsed the "CFA's proactive approach in assisting the clubs, players and coaches in finding a balanced solution". "FIFA supported the CFA to form its own guidelines under the FIFA Guidelines, taking into account the national law and local circumstances"²²².

According to media reports, a consultation document was subsequently circulated to clubs providing two potential options:

- i. Clubs may implement a pay cut of not less than 30% to players and coaches from the same club, in a uniform manner, starting (retroactively) from 1 March until the commencement of the 2020 season; or,
- ii. Alternatively, clubs may pay 10% of the contractual salary (or the local minimum monthly wage, whichever is higher), and compensate the remainder of the contractual salary after the 2020 season commences (which must be paid in full before the finish of the season)²²³.

The above plans shall not apply to non-playing staff members.

The CFA proposal dated 8 May 2020²²⁴ largely reflected Option 1 as media reported above, i.e. the contemplated pay-cut applied (retroactively) from 1 March until one week prior to the commencement of the 2020 season, and the recommended pay-cut range was identified in the proposal as between 30% and 50%. Moreover, the CFA proposal mentioned the possibility for clubs to negotiate delayed payment, but recommended the delayed amount should not exceed 30% of the original salary, which need to be paid up in full within 90 calendar days following the start of the season. Agreement to adjust or delay payment needs to be concluded in writing and submitted to the CFA for record within 10 working days following the execution of such agreement, but in no event later than 31 August 2020.

²²¹ Lanxiong Sports, "The CFA: Consensus on Salary Reduction, Applicable from 1 March to the Commencement of New Season", 9 April 2020, <http://www.lanxionsports.com/posts/view/id/18623.html>.

²²² *Ibid.*

²²³ PP Sports, "CFA Provided Two Options to Clubs for Salary Adjustment", 22 April 2020,

<http://www.ppsport.com/article/news/904177.html>.

²²⁴ <http://www.thecfa.cn/lstz/20200508/28619.html>.

The CFA proposal asked clubs not to deduct salaries of players and coaches who earn less than RMB 10,000 (after tax, RMB 10,000 inclusive) per month. For players and coaches who earn less than RMB 20,000 (after tax, RMB 20,000 inclusive) per month, the CFA proposal called for clubs not to delay any portion of their salaries.

In principle, the CFA proposals asked the clubs not to use the coronavirus as an excuse to jeopardise the legitimate rights of players and coaches. “To achieve professional clubs’ sustainable existence and development”, the CFA made an appeal in its proposal that investors and club management should “plan in advance, proactively reduce unreasonable expenses, and effectively control human resources costs.”

The CFA announced a proposal on May 8, 2020, calling upon all levels of professional clubs to cut players' salaries temporarily during the COVID-19 pandemic, with the recommended rate between 30 and 50 percent.

According to the proposal, any salary modifications in principle should be subject to negotiations and agreement. If negotiations fail, clubs could unilaterally make reasonable reductions by providing sufficient evidences (refer to the FIFA guideline). If a club has a players’ union, collective bargaining would be possible. The CFA proposal does not indicate whether an agreement reached with a union could be binding to change all players’ salaries.

It is recommended that the applicable period of the salary adjustment is from March 1, 2020 until one week prior to the start of 2020 season. It is recommended that the contracts to be adjusted should be signed by each club with their players and coaches before March 1, 2020 (for CSL and Division 1) or March 3(for Division 2), such as employment contract, image rights contract, sponsorship contract, etc. The specific plan should be agreed between the club and the players based on the reality²²⁵.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. Broadcasters;***
- b. Sponsors***

It is believed that a majority of sponsor agreements have not been adjusted yet. Clubs and sponsors are still waiting for the start of 2020 season and they may negotiate settlement measures according to the schedule and format of the upcoming season.

As the football season in China is postponed rather than cancelled, no significant developments had been made public regarding termination or adjustment of sponsorship/broadcasting agreements.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

²²⁵ Chinese Football Association: <http://www.thecfa.cn/lstz/20200508/28619.html>

The impact on the status of disciplinary proceedings or regulatory oversight is not obvious. In terms of anti-doping, it is still operated as usual.

In fact, the regulatory oversight has been under spotlight in the past three months, as public attention was drawn to the licensing issues of Tianjin Tianhai Football Club, which eventually announced its dissolution on 12 May 2020. Regulatory work had to be robust as the CFA was obligated to complete the licensing assessment work for professional clubs eligible to compete in all three tiers of Chinese professional football. The long-awaited list was officially announced on 23 May 2020.²²⁶

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

On 23 May 2020, the CFA announced²²⁷ that eleven football clubs from the second and third divisions of Chinese professional football were not eligible to participate in the new season under the CFA rules, as these clubs failed to settle the salaries owed to players or coaches within specified time limit. Moreover, there are five clubs, including Tianjin Tianhai Football Club from the CSL, who voluntarily withdrew from the professional league due to financial difficulties. It is probably fair to comment that the coronavirus escalated the financial strains of these clubs and caused them to leave professional football. Some clubs may have to go through insolvency proceedings. However, financial issues had been long haunting some of these clubs, well before the coronavirus broke out.

²²⁶ <http://www.thecfa.cn/lstz/20200523/28647.html>.

²²⁷ <http://www.thecfa.cn/lstz/20200523/28646.html>.

INDIA

By Deep Ray²²⁸

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

On 14 March 2020, following the issuance of advisories by the Ministry of Health & Family Welfare, government of India and directives issued by several State Governments, the All India Football Federation (“AIFF”) announced through a statement on its official website that effective from 15 March 2020, all professional and amateur football leagues will remain suspended until 31 March 2020²²⁹.

The top professional division in the country, the Indian Super League (ISL), concluded on 14 March 2020, and therefore, remained largely unaffected by this decision (although the final match was played behind closed doors). It is worth noting that the ISL is a closed league, and currently there is no provision for promotion and relegation.

On 21 April 2020, the Executive Committee of the AIFF, issued a media release on the official website²³⁰, wherein it has been stated that the I-League, *i.e.* the second division is to be considered to have been concluded, and the remaining matches are to be cancelled. Mohun Bagan, the club which had already secured the league title on 10 March 2020,²³¹ was officially declared the I-League champion for the 2019-2020 season. Furthermore, the AIFF has declared that the remaining prize money for the I-League 2019-2020 season, apart from the prize money won by the champions, will be divided equally among the rest of the participating clubs. Although the I-League is an open league, the AIFF has decided that no relegation will take place with regard to the recently concluded season.

With respect to the I-League second division, *i.e.* the third division in the Indian football pyramid, the status remains uncertain. It has however been mentioned in the AIFF media release that the federation intends to discuss with the Asian Football Confederation regarding the feasibility of organizing a shorter duration tournament next season with the possibility of qualification to the I-League. Currently, it is unclear whether the league would recommence from the point at which it was suspended, or whether it would start afresh. As per the AIFF media release, all youth leagues in the current season remain concluded, and will start afresh from 2020-21 season.

It would be pertinent to note that on 29 May 2020, the AIFF issued a circular wherein, *inter alia*, it has been stated that – “*the AIFF Executive Committee on May 13, 2020 took a decision to conclude the current season i.e. 2019-20 Season on its original end date i.e. 31st May 2020*”²³²

²²⁸ Sports Lawyer.

²²⁹ AIFF Statement, 14 March 2020, <https://www.the-aiff.com/article/aiff-statement-10>

²³⁰ AIFF Executive Committee approves recommendations of League Committee, 21 April 2020, <https://www.the-aiff.com/article/executive-committee-approves-recommendations-of-league-committee>

²³¹ AFC congratulates ‘FC Goa, Mohun Bagan and ATK for winning season titles’, 16 March 2020, <https://www.the-aiff.com/article/afc-congratulates-fc-go-mohun-bagan-and-atk-for-winning-season-titles>

²³² AIFF addresses COVID-19 Football Regulatory issues, <https://www.the-aiff.com/article/aiff-addresses-COVID-19-football-regulatory-issues>

Currently, a lockdown remains in force until 30 June 2020 in areas identified as “*Containment Zones*”. For other areas, prohibited activities are to be re-opened in a phased manner from 8th June onwards.

In accordance with the Order dated 17 May 2020 issued by the Ministry of Home Affairs (“MHA”) – “*Sports Complexes and stadia will be permitted to open; however, spectators will not be allowed.*”²³³ In the latest MHA Order dated 30 May 2020²³⁴, it has been stated that – “*Social/political/sports/entertainment/academic/cultural/religious functions and other large congregations*” shall be re-started based on the assessment of the situation. Therefore, it can be concluded that all sports activities would have to be conducted behind closed doors until further notice from the Ministry.

Since the Indian football season for 2020-2021 is unlikely to commence before October, 2020, it is understood that the AIFF is awaiting further directives from the Government before confirming the date of commencement of the new football season. It appears that the focus of the AIFF is on the return of the women’s U-17 team and the boys U-16 team to their training camp in Goa²³⁵.

It is worth noting that the FIFA U-17 Women’s World Cup which was originally scheduled to be held from 2 November 2020 to 21 November 2020 will now be held between 17 February and 7 March 2021.²³⁶

2. Has the Government/Federation/League adopted measures relating to:

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or**

The Sports Authority of India (SAI), which is the apex national sports body of India has issued a “*Standard Operating Procedure for Sports Activities*” which lays down guidelines pertaining to practices to be followed with regard to training. It is expected that the AIFF will follow suit and issue a set of guidelines to be followed by football clubs and national teams in the near future.

- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?**

As mentioned earlier, the 2019-2020 season in India already stands concluded. On 29 May 2020, the AIFF published a circular which stated, among other things, that the 2020-21 season is postponed until further notice.

²³³https://www.mha.gov.in/sites/default/files/MHAOrderextension_1752020_0.pdf

²³⁴https://www.mha.gov.in/sites/default/files/MHAOrderDt_30052020.pdf

²³⁵Junior football teams the current priority for AIFF

<https://sportstar.thehindu.com/football/junior-football-teams-aiff-priority-futsal-championship-2021-u17-women-world-cup-u16-boys-indian-football-thomas-dennerby-bibiano-fernandes/article31633268.ece>

²³⁶All India Football Federation & LOC Statement on Announcement of New Dates for FIFA U-17 Women's World Cup India 2020, <https://www.the-aiff.com/article/all-india-football-federation-loc-statement-on-announcement-of-new-dates-for-fifa-u-17-womens-world-cup-india-2020>

The AIFF has decided to host a Futsal Championship in July/August 2020 as a curtain-raiser ahead of the next season of Indian football, but the schedule and protocol relating to that competition is yet to be announced²³⁷.

3. ***Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?***

Employers have a general duty of maintaining workplace health and safety. Although, football players in India cannot be considered to be employees (see response to question 4a below), this general duty may be extended to football clubs. While I am not aware of any specific legal provision in this regard, there is a case to be made that it would largely depend on state specific directives, and also on whether the particular club's training facilities or playing ground is located in an area identified as a "Containment Zone".

The answer would remain largely the same for non-sporting staff, although most of them can be treated as employees and are entitled certain rights and benefits under Indian labour laws.

4. ***What are the specific measures taken by:***

- a. ***The government (unemployment benefits foreseen for workers in general? Other specific measures?)***

On 20 March 2020, the Ministry of Labour and Employment, Government of India issued an advisory to all public and private organizations whereby employers were advised to refrain from terminating the services of their employees or reducing their wages²³⁸.

It would be pertinent to note that football players in India cannot be considered to be employees in accordance with Indian labour laws. This is because their contracts are structured as 'service contracts' rather than 'employment contracts'. This effectively means that players are not entitled to certain rights and benefits otherwise available to employees in India under applicable labour laws.

Hence, it is unlikely that the advisory issued by the Ministry would have much relevance to football players. The relationship between players and clubs would continue to be governed by the terms of the agreements entered into between the parties.

- b. ***The federation and/or the League (common funding? Others?)***

No official announcement has been made in this regard by the AIFF, or any of the league governing committees.

- c. ***Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?***

²³⁷ AIFF invites clubs for AIFF Futsal Club Championship 2020, <https://www.the-aiff.com/article/aiff-invites-clubs-for-aiff-futsal-club-championship-2020>

²³⁸ Available at: https://labour.gov.in/sites/default/files/Central_Government_Update.pdf

Neither has the Indian Association of Sports Medicine nor the Indian Society of Sports and Exercise Medicine issued any guidance on the matter. The SAI has issued a standard operating procedure as referred to above (see response to question 2a above).

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?*

While several clubs have attempted to negotiate with players in order to find mutually acceptable solutions, there have been reports of clubs suspending payments indefinitely, or even opting to unilaterally terminate employment agreements contending the occurrence of *force majeure*.

It remains to be seen how the AIFF is going to tackle such issues, since it is inevitable that domestic players will approach the federation with their grievances against clubs. It is to be noted that, in the Circular pertaining to Covid-19, the AIFF has advised parties to reach mutually agreeable solutions, failing which, parties would have the right to approach the AIFF Player Status Committee for appropriate adjudication.

6. *Do clubs negotiate with players, individually?*

In some cases, clubs have approached players individually. However, it is understood that players have been attempting to collectively negotiate with clubs *vis-à-vis* pending payments and possible settlements.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

As per my knowledge, the Football Players' Association of India ("FPAI") is assisting some players in their negotiation with clubs, and is also representing players in proceedings before the AIFF adjudicatory bodies. But since the FPAI is not recognized as an official player representative body by the AIFF (although it is recognised by FIFPro and continues to represent players in disputes when called upon), their power to negotiate with clubs/leagues remains limited.

8. *Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)*

Most player agreements in India contain a standard *force majeure* clause, which in some cases envisions the option of suspension of the contract due to the impossibility of performance owing to an epidemic. It is to be expected that some clubs will attempt to invoke such clauses in order to be absolved from the liability of paying players their salaries during the period in which football activities remain suspended.

In the Indian context, the principle to be borne in mind while interpreting a *force majeure* clause is that it must be narrowly construed²³⁹. In my opinion, such *force majeure* clauses have limited applicability and the wording of the relevant clause and the surrounding circumstances need to be taken into account before reaching a decision.

With respect to Indian Super League (first division) clubs, since the final match of the season was played before the imposition of the lockdown, it would be difficult for clubs to invoke *force majeure*, since it could be argued that the object of the contracts have already been fulfilled.

With respect to I-League (second division) clubs, since the season was concluded prematurely, clubs could contend *force majeure* to obtain partial relief. However, the nature of the relief would largely depend on the wording of the relevant clause. Considering the fact that the I-League season in India was prematurely concluded, (with the winners being announced and the prize money being distributed), clubs may be allowed to delay the payment obligations which have fallen due post the date of suspension of the league. However, it is unlikely that clubs can rely on such *force majeure* clauses to terminate the contract or be absolved from the liability to make payments. Furthermore, according to the latest Circular issued by the AIFF, the Executive Committee has decided to conclude the current season on its original end date *i.e* 31 May 2020. It has been further stated that – “*There will not be any effects on an agreement expiring at the end of the current season as there is no change in the actual end date of the 2019-20 Season i.e. 31st May 2020 and all such agreements shall expire on their original end date.*”²⁴⁰

Clubs could also look to rely on the *doctrine of frustration*²⁴¹. In the Indian context, *frustration* is a statutory remedy enshrined in Section 56 of the Indian Contract Act²⁴². It would be relevant to note that there is no general liberty reserved to the courts to absolve a party from liability to perform his part of the contract, merely because on account of an unforeseen turn of events, the performance of the contract may become onerous or commercially undesirable²⁴³.

In any event, clubs would be better advised to comply with the COVID-19 Guidelines issues by FIFA subsequently by the AIFF and attempt to find mutually agreeable solutions.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

As stated earlier, on 29 May 2020, the AIFF issued a Circular wherein a set of guidelines have been provided taking into consideration the recommendations issued by FIFA and the Government of India.²⁴⁴

²³⁹ Energy Watchdog and Ors. v. Central Electricity Regulatory Commission and Ors., (2017) 14 SCC 80, Available at: <https://indiankanoon.org/doc/29719380/>

²⁴⁰ <https://www.the-aiff.com/media/uploads/2020/05/Circular-no.-05-COVID-19-Football-Regulatory-Issues-in-India.pdf>

²⁴¹ Doctrine of frustration as enshrined in Section 56 of the Indian contract act 1872 deals with those cases where the performance of contract has been frustrated and the performance of it has become impossible to perform due to any unavoidable reason or condition.

²⁴² Available at: <https://indiankanoon.org/doc/171398/>

²⁴³ Naihati Jute Mills Ltd. v. Khyaliram Jagannath, AIR 1968 SC 522; Available at:

<https://indiankanoon.org/doc/1144263/>

²⁴⁴

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. Broadcasters;**
- b. Sponsors**

No information in this regard is available in the public domain.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

The AIFF Players Status Committee, Appeals Committee and the Disciplinary Committee continue to function. According to sources at the AIFF, urgent hearings and committee meetings would be conducted via video conferencing. Anti-doping testing remains suspended.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

While it has come to my notice that several clubs are looking to reduce their budget for the upcoming season, there has been no news of any football club declaring insolvency owing to the coronavirus pandemic.

INDONESIA

By Niko Panjaitan²⁴⁵

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

- All competition and sports activities in Indonesia remain suspended.
- The emergency status of a national non-natural disaster (*force majeure*) determined by the Government of Indonesia, has been imposed. On 28 January 2020, Head of the National Disaster Management Authority of the Republic of Indonesia (BNPB) declared emergency status on Corona Outbreak in Indonesia with Decree number 9A.
- Professional football league has been suspended with effect from 15 March 2020.
- Virtual meeting, discussion and dialogue between federation, government, league, clubs, player association, and coach association on potential solution and option to restart the competition, under process²⁴⁶.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

There have been no specific regulations or procedures for the return of sports activities as yet. However, the Minister of Domestic affairs issued Decree of Minister of Domestic Affairs No. 440 – 830, year 2020, concerning guidelines for new normal productive and safe COVID-19 guidelines for the state civil apparatus within the ministry and local government.

Appendix section 2 point 6 (F) of these guidelines set out a protocol of activities in relating to activities in public areas, in particular organizing sports and music events. It is expected that such events will proceed without spectators and be broadcast live.

Federation and league are preparing on applicable measures which is in line with safety and health protocols enacted by the Government, World Health Organization, and other related authorized organizations.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

No official announcement yet.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members

²⁴⁵ Sports Consultant/Sports Lawyer.

²⁴⁶ <https://www.pssi.org/news/pssi-berikan-opsi-kompetisi-ke-klub-liga-1-dan-2>

of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

President of Republic of Indonesia signed Government Regulation Number 21 of 2020 on Large-scale Social Restrictions to Accelerate the Handling of COVID-19 Pandemic²⁴⁷.

The Minister of Health enacted Regulation no. 9 of 2020 concerning *Guidelines to Propose Large-scale Social Restrictions in Accelerating COVID-19 Mitigation*.

To ensure safe and healthy society and prevent social activities, most regional government which have high cases and death due to COVID-19 imposed large-scale social restrictions for each respective province, city, or regency. It includes restriction and prohibition on conducting social activities in group of people, travel or transportation mode restriction, and supervision on society mobility in public space.

4. *What are the specific measures taken by:*

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The government has advanced several social aid programs. The ‘Pre-employment card’ is one such program. The ‘Pre-employment card’ program is applicable to unemployed Indonesian citizens with a minimum age of 18 years old and currently not attending any formal education. The aim of this program to develop workforce competence and increase productivity and also competitiveness. Participants of the program would be provided with incentives and various training programs or workshop²⁴⁸.

Moreover, to protect employee and business financial operation amid the outbreak, the Minister of Manpower enacted a ‘Decree of Minister of Manpower’ on labour protection and business continuity in context of prevention and mitigation of COVID-19 providing guidelines to provide wage protection for labour to the COVID-19.

b. The Federation and/or the League (common funding? Others?)

No official announcement. Clubs and employees are allowed to find an appropriate solution together.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

Indonesia has an association of sports doctors, although no specific official announcement yet.

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?*

²⁴⁷ <https://setkab.go.id/en/president-jokowi-signs-govt-regulation-on-large-scale-social-restrictions/>

²⁴⁸ Presidential regulation No. 36/2020

Each club has adopted different approaches. Most decisions and outcomes have been kept confidential. In general, clubs are trying to reach an agreement with players depending on their respective financial conditions.

6. Do clubs negotiate with players, individually?

Yes, they normally negotiate with the players

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

In Indonesia, we have a players association. There is no collective bargaining agreement, collective labor agreement or anything similar yet.

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent)?

In general, it does. It was determined on Indonesian Civil Code, the debtor need not compensate for costs, damages or interest, if an act of God or an accident prevented him from fulfilling an obligation or caused him to commit a prohibited act²⁴⁹. Legal contractual principles as stipulated in Indonesian Civil Code, a legitimate contract must satisfy four conditions: mutual consent who are bound thereby; must have capacity to enter into an obligation; must have a specific subject matter; and good faith²⁵⁰.

Therefore, *force majeure* as a concept, only applies in the event of a default which is caused by the inability of each party to perform their respective obligations under the agreement due to a circumstance out of their control. Moreover, *force majeure* in the context of COVID-19 could be triggered if the wording of the relevant agreement includes a ‘pandemic’.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

The federation has reportedly acknowledged that it would adhere to the principles set out in the FIFA guidelines.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. Broadcasters;**
- b. Sponsors**

No available official information yet.

²⁴⁹ Article 1245, Indonesian Civil Code

²⁵⁰ Article 1320, Indonesian Civil Code

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Business as usual.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

No official information available yet.

JAPAN

By Takuya Yamazaki²⁵¹

1. *What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?*

- All J-League football matches after February 28, 2020 have been postponed. The J-League has decided to resume the competition from 4 July 2020 for the first division (J1) and from 27 June 2020 for the second and third division (J2, J3). At least for the first two matches after the resumption will be played behind closed doors.
- The Japan Football Association (JFA) Championship has decided to reduce the number of participating teams from 88 to 50 and delay the opening of the tournament from May to September with a shortened knockout format.
- Women's Football, the *Nadeshiko* League, will start its season on 18 July (it was originally scheduled to start on 21 March).

2. *Has the Government/Federation/League adopted measures relating to:*

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or*
- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?*

All these are still under discussion.

3. *Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?*

Again, all these are still under discussion.

4. *What are the specific measures taken by:*

- a. The government (unemployment benefits foreseen for workers in general? Other specific measures?)*

The government has announced emergency funding in the form of low-interest and/or forgivable loans for companies to cover their operating expenses, including payroll costs. The unemployment insurance also helps employers cover a percentage of employees' salaries while on paid furloughs. However, athletes are not considered employees under the current

²⁵¹ Sports Lawyer and CAS Arbitrator

interpretation of Japanese employment law. Therefore, they cannot benefit from such government assistance.

To the extent eligible, some athletes may be able to apply for limited loans and grants as sole proprietors or independent contractors. There is also a 100,000 JPY COVID-19 emergency payment to all Japanese residents.

b. The federation and/or the League (common funding? Others?)

The J-League has announced emergency funding in the form of uncollateralized loans for its clubs.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no association of sports doctors in Japan, thus no official medical position has been taken.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)

Discussions about cutting player's wages have emerged in baseball and football, which could pose a serious problem to those players who earn lower wages and those who had a lot of income in the previous year and thus have a high tax bill to pay. The clubs and players' associations are expected to negotiate this issue in the coming months.

In the meantime, all 28 players of Hokkaido Consadole Sapporo have returned a portion of their salaries to the club to help the club with its operational cost.

6. Do clubs negotiate with players, individually?

In sports with organized players' unions, such as baseball and football, the unions will be involved in the negotiations. The heads of The Japan Professional Baseball Players Association ("JPBPA") and the Japan Pro-Footballers Association ("JPFA") have already expressed their reservations about player salary reductions in light of the pay cut discussions, but no formal proposals have been put forward by the leagues or federations. Athletes in sports without organized players associations will be largely left to fend for themselves.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

Not yet.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)

Generally speaking, a party is exempt from its contractual obligations if its performance has been rendered impossible by a *force majeure* event, provided that the *force majeure* clause in the contract covers such a situation. Many contracts in Japan either do not have a *force majeure* clause or have a *force majeure* clause that does not cover epidemics or pandemics. Neither the professional football nor baseball standard agreement contains a *force majeure* clause.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

Not yet.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. Broadcasters;**
- b. Sponsors**

No.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Business as usual for now.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

Not yet.

MALAYSIA
By *Susanah Ng*²⁵²

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

On 18 March 2020, the Government of Malaysia (**Government**) imposed a Movement Control Order (**MCO**). In short, this MCO bans gatherings and travel (anything beyond 10km radius from one's residential address). All educational institution, business premises (except those involved in "essential services") and recreational parks must be closed.

On 4 May 2020, the Government loosen the MCO and imposed a Conditional Movement Control Order (**CMCO**). Under this CMCO, most businesses (save for those involving large gatherings like gyms, cinemas, theme parks or physical contact like beauty saloons, massage parlours) were allowed to open provided certain measures are in place (sanitisation, social distancing etc). Limited sporting activities such as badminton, tennis, golf, running and cycling were allowed provided there is no crowd. Football, rugby, swimming, and all indoor stadium activities were expressly prohibited.

Consequently all national championships remain suspended, if not cancelled for the year.

Football

On 23 April 2020, Football Association of Malaysia (**FAM**) and Malaysian Football League (**MFL**) held a special meeting with the Youth and Sports Minister to discuss the future of the Malaysian League (**M-League**).

On 24 April 2020, FAM submitted an official request to the National Security Council (**NSC**) and Ministry of Health (**MOH**) for their views and approval with regards to adopting a standard operating procedure so that the M-League may be resumed once the MCO is lifted.

On 1 May 2020, the Prime Minister announced that all sporting activities that involve body contact and large gatherings is prohibited. MFL's request to allow teams to resume training in July 2020 and for the league to restart in August 2020 was thus denied.

MFL intends to appeal this decision in June 2020. MFL had sought further advice from the NSC, MOH and the Sports Ministry when coming up with its proposals for the Government to reconsider. Among them is that the 12 team Super League and 12 team Premier League be reduced to "half season" or just one round instead of two.

The best 11 Super League teams and 5 teams from the Premier League will qualify for the Malaysia Cup. Teams shall begin training in August and all matches will be held behind closed doors. However, if the Government does not allow the M-League to resume by September 2020, then the 2020 football season will be voided.

On 1 June 2020, FAM announced its decision to cancel the President Cup and Youth Cup for the 2020 season as well as the Malaysia Premier Futsal League. Because the matches have

²⁵² Principal Susanah Ng & Associates, a boutique law firm in Kuala Lumpur specialising in Sports Law.

commenced prior to the MCO, it was decided that no team be declared winner. All results obtained prior to the MCO is cancelled.

Outside football, Sukan Malaysia (**SUKMA**), a biannual national multi-sport event consisting of 16 compulsory events and 5 events of choice, jointly organised by the NSC, the Olympic Council of Malaysia, the National Associations and State Sports Association have been postponed from July 2020 to March 2021.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

Nothing too detailed given the return to training has not been confirmed. MFL provided some basic guidelines in its media release on 1 May 2020, namely:

- Training sessions shall be in accordance with the standard operating procedures issued by FAM and MFL based on the advice of MOH, NSC, Ministry of Sports, AFC and FIFA; and
- Matches to be played behind closed doors.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

See part 1 above on proposed competition structure.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

There are no guidelines/circulars issued by FAM or MFL to address this since there is no indication from the Government whether (or when) football training is allowed to recommence.

The author is not aware of any legal provisions to protect players, coaches or staff in the event they refuse to return to training/play. On the contrary, the author opines that if training is allowed to resume and Clubs were to strictly abide with the Standard Operating Procedures as approved by the MOH and the relevant Governmental bodies, the players, coaches or staff will not have the right to refuse to train/play.

As with all employment, an employee has the duty to comply with the reasonable instructions of their employer. Unless the player/coach/staff can prove that there is a real threat to their health and safety (for example if the training is located at a Covid-19 “red”/dangerous zone or that one team mate/member staff has been tested positive), else by refusing to return to training/play may amount to a breach of the employment contract, more so when the Club has taken all due care and have in place measures to minimise the risk of infection.

Unlike some other industries where the work may be done remotely, from home, the nature of a footballer's and coach's employment requires them to be physically present together with the rest of the team, in the field to train/play. Further one must bear in mind that without a full team, the Club cannot really compete in matches and thus, this effectively would "kill" the Club. Players/coaches/staff should verbalise their concerns to the Clubs and Clubs should be transparent and have an open dialogue session to address these concerns. Further Clubs should also look into their insurance coverage, that it is extended to include this pandemic. The author is aware that most insurance providers in Malaysia have extended their coverage to include hospitalisation and death benefits for an insured person diagnosed with Covid-19.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

On 27 March 2020, the Government launched an economic stimulus package worth RM250 billion to protect the welfare of the people as well as to support small and medium enterprises (SMEs).

Direct financial aids:

(i) Cash handouts to households:

- RM1,600 to households earning less than RM4,000 a month;
- RM1,000 to households earning between RM4,001 and RM8,000 a month;
- RM800 for single Malaysians aged 21 above who earn RM2,000 a month and below;
- RM500 for single Malaysians aged 21 above who earn between RM2,001 and RM4,000;
- RM500 one off-payment for Government pensioners;
- RM500 one-off payment for e-hailing drivers;
- RM200 one off-payment for students of higher education institutions;

1. Assistance to SMEs

The Government introduced two programmes only applicable to SMEs with employees earning RM4,000 and below:

a) Wage Subsidy Programme paid to employer (only for registered SMEs prior to 1 January 2020):

- SMEs with more than 200 employees: RM600 per employee
- SMEs with 76 to 200 employees: RM800 per employee

*SMEs in these categories must prove that they suffered more than 50% decrease in income since 1 January 2020

- SMEs with 1 to 75 employees: RM1,200 per employee. No proof of decrease in income is required.

SMEs who opt for this scheme must retain their employees for at least 6 months, which includes the 3 months during the subsidy and 3 months post subsidy.

- b) Employment Retention Programme (paid to Malaysian employee registered under the Employment Insurance System): RM600 per month (up to 6 months) to each employee was asked to take unpaid leave (min 30 days period) for a period of 1 to 6 months.

Other financial aids

6 months moratorium on loans, 6 months rent exemption for Government owned buildings, 20% discount on electricity bills, RM100/day for working Malaysians who lost their source of income while receiving hospital treatment for Covid-19.

b. The Federation and/or the League (common funding? Others?)

None.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no association of sports doctors in Malaysia. There is a Malaysian Association of Sports Medicine (MASM) who acts as a consultative body to the Government (if called upon) on all matters concerning sports and exercise medicine. However, there is no statement/position taken by the MASM with regards to the Covid-19 pandemic.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

Most clubs have imposed an arbitrary reduction in the monthly salaries, regardless whether the player/technical officials accepted such reduction. There is a handful of clubs who has successfully negotiated the percentage but for most clubs, this is not the case. For the latter, given there is no agreement between the parties, the clubs premised their salary deduction on the guidelines issued by FAM on 1 May 2020 (see point 6 below) where the percentage of deduction is dependent on the income bracket of the player.

6. Do clubs negotiate with players, individually?

FAM had encouraged clubs to do so. The author however is aware of at least two (2) clubs where no negotiations took place. The clubs merely issued a circular informing the players that their salary shall be reduced by a certain percentage, and for an indefinite period.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

On 27 April 2020, Professional Footballers Association of Malaysia (PFAM) laid out 25 points as to why footballers do not agree to any salary reduction during the M-League suspension and MCO. However after the issuance of the FIFA Guidelines and FAM's recommendation that clubs and players attempt to reach an amicable agreement to address salary issues, PFAM on 12 April 2020, set out two conditions which clubs must meet if salary cuts in accordance with the FIFA Guidelines are adopted. Firstly, all arrears in unpaid salaries prior to COVID-19 must

be settled and secondly, negotiations and agreements signed must be unique to each player (i.e. no blanket salary reduction).

No collective decision was taken by PFAM and the clubs, or MFL or FAM thus resulting in FAM on 1 May 2020, arbitrarily coming up with its own “guidelines” for salary deduction effective from April 2020 up until one month after the resumption of the M-League. In this regard, a tiered salary deduction was provided ranging from 10% deduction to a maximum of 30%, as follows:

Category 1: RM4,999 and below = 10% deduction

Category 2: RM5,000 - RM9,999 = 15% deduction

Category 3: RM10,000 - RM14,999 = 20% deduction

Category 4: RM15,000 and above = 30% deduction.

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

Malaysia recognises the concept of “force majeure” to relinquish the obligations of the parties. However, as “force majeure” is a creature of contract, this clause must expressly exist in the contract before a party can attempt to invoke it.

In the FAM Standard Player’s Contract, there is no such clause. As such, parties cannot argue this concept to exonerate their respective employment obligations, even though FIFA had declared Covid-19 as a “force majeure” event.

An alternative is the concept of “frustration” where the contract may be rendered void. Section 57 of the Contracts Act 1950 provides that “*An agreement to do an act impossible in itself is void*”. This doctrine is only applicable in very limited circumstances. A contract can only be frustrated if the performance is impossible.

Because of the uncertainty as to whether the M-League will recommence this season, clubs have yet to attempt to terminate the employment contracts. The author has been consulted on this point earlier last month when rumours were that the M-League will be cancelled for this season.

For now, clubs have only imposed salary reduction. The author opines that there is no contractual basis for the clubs to impose an arbitrary salary reduction on the basis of the MCO and/or that the M-League is momentarily suspended, even if such reduction is based on the FAM guidelines. This is more so when the Ministry of Human Resources (**MOHR**) had repeatedly in its FAQ’s (dated 19 March 2020²⁵³ and 31 March 2020²⁵⁴) stated that employers must pay their employees in full during the MCO, unless parties agree otherwise.

²⁵³ https://www.mohr.gov.my/images/perintah_kawalan.pdf

²⁵⁴ https://www.mohr.gov.my/images/FAQ_PKP_KSM_BIL03.pdf

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

On 9 April 2020, FAM issued a media release urging all stakeholders to comply with the FIFA guidelines on Coronavirus. In line with FIFA's recommendation that clubs and players work together in addressing salary issues (temporary pay cuts or salary deferrals), FAM further proposed three (3) steps:

- (i) Clubs are to negotiate directly with its players and technical officials to reach an agreement. Such agreement must be finalised latest by 22 April 2020 (this deadline was subsequently extended to for a further "two to three days"²⁵⁵;
- (ii) MFL and PFAM are encouraged to negotiate and draft a Temporary Wage Structure package agreeable to all parties by 22 April 2020.
- (iii) If parties failed to reach an amicable solution by 22 April 2020, then FAM shall decide.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

a. Broadcasters

Nothing yet in the public domain.

b. Sponsors

Nothing yet in the public domain.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Due to the CMO, all sporting events in Malaysia have been suspended.

Anti-Doping Agency Malaysia (ADAMAS) too have suspended their whereabouts testing, and instead have been focusing on partnering with other national sporting associations to conduct webinars to educate athletes, coaches and officials on anti-doping matters.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

None yet.

²⁵⁵ <https://www.thestar.com.my/sport/football/2020/04/22/m-league-teams-and-players-agree-on-pay-cuts>

PHILIPPINES

By Ignatius Michael “Mickey” D. Ingles²⁵⁶

1. ***What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?***

All championships and tournaments have been suspended because of the quarantine measures. Individual sports (running, golf, tennis, etc) have recently been allowed to resume in some areas, but under strict conditions of social distancing and the wearing of masks.

2. ***Has the Government/Federation/League adopted measures relating to:***

- a. ***The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***

Nothing concrete at the moment. Federations and leagues have been mulling over guidelines, but they are all waiting for the go-signal from the government. In areas under the general community quarantine, the government has allowed individual sports to resume, subject to social distancing and wearing of masks.

- b. ***The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

Same as the answer above.

3. ***Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?***

The players, coaches, or staff do have the right to refuse, but they run the risk of not getting paid. Under Philippine Labor Law, employers will consider these refusals as absences, and if the players, coaches, or staff no longer have leaves to credit these absences against, then the principle of “no work, no pay” applies.

4. ***What are the specific measures taken by:***

- a. ***The Government (unemployment benefits foreseen for workers in general? Other specific measures?)***

Nothing concrete. The government had implemented a social amelioration program for the poor and a P5,000.00 (US\$100.00) allowance for affected workers, but that’s mostly it. If employers dismiss or terminate workers because of the pandemic, then the employers have to shoulder the separation fees (akin to a redundancy package), as required by Philippine Labor Law.

²⁵⁶ Law Firm of Ingles Laurel Calderon. Email: imdingles@iclaw.com.ph

The Philippine Sports Commission, which is attached to the Office of the Philippine President, actually just cut the allowances of the national athletes by 50%. It cited the pandemic and the lack of funds as the reason for the allowance cut.

b. The Federation and/or the League (common funding? Others?)

Nothing concrete as well. Most national sports associations still wait for the go-signal of the government and the international federations. The Philippine Basketball Association has been considering resuming small-group training (max of 4 or 5 players) for their professional basketball teams, but no news yet if the government will allow this.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

None that I know of.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

There is nothing public or in the news yet, as I imagine the clubs are keeping this quiet. However, from what I've heard from my contacts, some clubs have been mulling over a reduced salary for their players until competitions and trainings are allowed again. Other clubs have kept their full salaries for their players.

6. Do clubs negotiate with players, individually?

Normally, yes, as there are no sports unions in the Philippines. Clubs also normally talk to or consult with their players as a group or team, to discuss possible training schedules and compensation schemes.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

As mentioned, there are no sports unions in the Philippines.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

Yes, under Article 1174 of the Philippine Civil Code, force majeure excuses performance of obligations or contracts. However, if there is a specific contractual stipulation to the contrary, the stipulation will apply over the law. Aside from the force majeure clause, clubs have used the "no work, no pay" principle to suspend payment of salaries, as the players have not technically been "working" because of the suspension or cancellation of seasons and competitions.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

The Philippine Football Federation (the country's national sports association recognized by FIFA) has actually submitted health and safety protocols to the government in order to resume the Philippine Football League season. No response yet from the government.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. Broadcasters;**
- b. Sponsors**

For both broadcasters and sponsors, none that I know of or aware of. But I imagine broadcasters who work on a contractual basis have found it difficult to maintain a solid stream of income. The few broadcasters and sportscasters I personally know have shifted to producing sports vlogs and podcasts during the pandemic.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

Pretty much everything has been put on a hiatus during the quarantine. Even the courts were put on hold, and only recently has there been a resumption of operations.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

None that I know of.

QATAR

By *Ettore Mazzilli, Martin Cockburn and Konstantinos Antoniou*²⁵⁷

1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?

In line with the protective measures undertaken by the Government of the State of Qatar to mitigate the consequences and limit the spread of the Covid-19 pandemic, Qatar Olympic Committee (QOC) announced on 14 March 2020 the suspension of all sports activities in the country until 29 March 2020. Such decision was followed periodically by other extensions until 31 May 2020. The latest decision in this direction was issued on 18 May 2020. Therein, the suspension of all local sports activities until 20 July 2020 was announced. The remaining activities related to the 2019/2020 sporting calendar may therefore only resume after such date. At the moment of answering the present survey, no sporting activity is allowed to take place in the State of Qatar.

Accordingly, the Qatar Football Association (QFA) on 15 March 2020 announced the suspension of its football related activities as well as any official competitions under its competence until 29 March 2020. Subsequently, such decision pertaining to football competitions in Qatar has been then periodically renewed in line with QOC's directives.

Following the QOC's latest decision of 18 May 2020, the QFA – upon careful consideration of relevant parameters and constructive coordination with other key stakeholders – announced a series of decisions concerning the continuation/termination of the competitions as follows:

- **Qatari First Division League**, also named Qatar Stars League (currently, QNB Stars League):
It is intended to complete the 2019/2020 season of the top tier league in the State of Qatar. Insofar, team training, following comprehensive testing, shall not resume prior to 10 June 2020. The five (5) remaining match days shall be played in the period from 24 July to 26 August 2020. Venues and specific dates of the relevant fixtures will be announced in due course. The system of promotion/relegation as per the current regulations will be remain valid and applicable.
- **Qatari Second Division League:**
The remaining part of the 2019/2020 season shall continue in a limited fashion, reducing the total number of match days. Insofar, thorough testing will be undertaken prior to the resumption of team training, which shall not commence prior to 28 June 2020. The Second Division League will resume on 12 August 2020.
- **Other QFA competitions:**
Concerning the Qatargas U23 League, the “Age Categories” (U18, U16, U15, U14, U13 and grassroots) competitions and Futsal League, it was decided recently to terminate the 2019/2020 sporting season with immediate effect and the current rankings of the clubs were approved as final. Concerning national cup competitions, including the Amir Cup, no conclusive decision has been reached yet.

²⁵⁷ The authors are Founding Partners at MCA Sports Law LLP in Doha/Qatar, a leading law-firm in the field of sports law. For further information and contact details, please visit www.mcasportslaw.com.

2. Has the Government/Federation/League adopted measures relating to:

a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or

Upon consultation and in close coordination with all relevant stakeholders, comprehensive health protocols were developed and issued by QFA and Qatar Stars League Management (QSLM). Said health protocols were approved by relevant state authorities, including the Ministry of Public Health. Such protocols will be implemented strictly.

Concerning in particular the team trainings, the following dates and procedures shall apply:

- For the Qatari First Division clubs, resumption of team training, following a comprehensive testing phase, is scheduled for 10 June 2020. Subsequently, the championship will resume on 24 July 2020. As such, a period of approximately 1,5 months will be provided at the club's disposal for adequate training before resumption.
- Concerning the Qatari Second Division clubs, resumption to training, following a thorough testing phase, is scheduled for 28 June 2020. The remaining match-days of the 2019/2020 football season are intended to resume on 12 August 2020. Hence, a period of approximately 1,5 months will be available for trainings prior to the re-start of the remaining fixtures.

b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?

Pursuant to the agreed health protocols, additional measures have been decided, which are, inter alia, as follows:

- the option of five players' substitutions during a match;
- no press conferences conducted before or after the matches;
- expanded use of social media for updates on players/coaches/clubs;
- the post-match interviews delivered only on the pitch by the TV crew that will maintain proper and adequate distance during an interview;
- other than the host broadcaster crew, no other media/journalists allowed inside the match venue, whereas for the photographers a separate zone will be allocated in the media tribune where adequate distancing will be maintained;
- match officials, referees and backroom staff at clubs will also be tested according to specific timelines before resumption of the training sessions;
- in case of a positive case, the medical procedures approved by the Ministry of Public Health will be followed;
- the venues and specific dates of the remaining fixtures will be announced in due course whereas the system of promotion/relegation as per the current regulations will be maintained; and
- concerning the presence of fans, on the basis of a recent update from the Ministry of Public Health, the number of spectators allowed in sports events will gradually and slowly increase from zero by up to 50% total capacity of the respective venue from 25 June till 24 September. However, any decision will be taken always with the aim to ensure maximum safety of all persons involved.

3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

In order to properly assess such a scenario, certainly this would depend on whether there are valid and concrete grounds upon which an individual refuse to return to training or play, which have to be evaluated on a case-by-case basis. As a general rule, the legitimate directions of the employer need to be followed by coaches, players and staff. This includes the participation in training and matches, unless exceptions are otherwise provided for under national law and/or employment contracts. Nevertheless, in these extraordinary circumstances, the parties have to act in good faith in order to mitigate the damages and ensure compliance with contractual arrangements without putting at risk the health and safety of the individuals concerned.

4. What are the specific measures taken by:

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The Government of the State of Qatar has responded swiftly and with determination in order, from the one hand, to mitigate the consequences of the virus against individuals and businesses and, on the other hand, to provide adequate support for the development and enhancement of their activities during and after the Covid-19 pandemic. Among others, several measures have been taken concerning taxation, customs, employment related matters and economic stimuli.

To name a few, under the instructions of His Highness the Emir of the State of Qatar, Sheikh Tamim bin Hamad Al Thani, to support and provide financial and economic incentives amounting to QR75billion (equal to USD 20.5bn) for the private sector, Prime Minister and Minister of Interior, His Excellency Sheikh Khalid bin Khalifa bin Abdulaziz Al Thani, directed to allocate guarantees to local banks at an amount of QR3bn (equal to USD 822m).

In addition, with regards in particular to employment related matters for workers, cooperation between employers and workers is highly encouraged. To this direction, the Ministry of Administrative Development, Labour & Social Affairs released on 15 April 2020 an official statement²⁵⁸ directed to the employers and workers, affirming the importance of cooperation during this period to mitigate social and economic damage. In addition, the Ministry announced the following instructions:

- Employers continue to pay basic salaries and other allowances, such as food and housing, as per their contract in sectors, activities and services whose businesses have not stopped due to the precautionary measures to combat the spread of the Coronavirus (COVID-19).
- For the sectors that have followed government instructions to cease services due to the precautionary measures to prevent the spread of the Coronavirus (COVID-19), employers and workers can agree that workers take unpaid leave, apply their annual leave, or reduce working hours, as follows:

²⁵⁸ <https://www.adlsa.gov.qa/en/news/Pages/news150402020.aspx>

- In cases where employers provide food and/or housing directly, they must continue to provide food and housing free of charge to workers. Employers and workers cannot agree to cancel or reduce these benefits.
 - In cases where employers offer food and/or housing allowances, they must continue to provide these allowances, and employers and workers cannot agree to cancel or reduce these allowances.
- All workers who are isolated or quarantined who are receiving treatment shall receive their basic salary and allowances regardless of whether they are entitled to sick leave or not.
 - Employers may terminate employment contracts, based on the contract concluded between them and in full compliance with the provisions of the Labour Law, while adhering to the notice period and paying all outstanding benefits, including the return ticket.
 - Even in cases where workers' contracts are terminated, employers are required to provide workers with adequate food and housing free of charge, or equivalent cash allowances, until the workers' repatriation procedures are secured at the employer's expense.

b. The Federation and/or the League (common funding? Others?)

QFA and QSLM, from the very beginning of the pandemic, were in constant coordination with relevant stakeholders, including but not limited to the Qatar Players Association (QPA), in order to find common grounds and ensure the respect and maintenance of contractual stability principle between all parties concerned. It would appear that there are still ongoing discussions on how to approach the issue of the players/coaches' salaries, which up to date has been left at the discretion of the relevant contractual parties to deal with. The parties concerned are encouraged to negotiate between them in good faith for a fair and proportionate reduction of salaries in conjunction with the possibility to extend reasonably the duration of their employment contracts, if due to expire by the end of May or June 2020.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

N/A

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

As mentioned above, certainly the issue of the players/coaches' salaries cannot be considered isolated since it is affected also by several other elements, such as the resumption of trainings, the resumption of the championship, the extension of the sporting season etc. So far, despite initial discussions with the QPA, it would appear there has not been a collective agreement between clubs and players for the revision of the employment terms. However, clubs have already initiated discussions with their players and coaches for a potential reassessment of the contractual terms on the basis of their contractual autonomy and freedom, in light also of the

recent decision to resume the competitions for the First and Second Division on 24 July 2020 and 12 August 2020 respectively.

6. Do clubs negotiate with players, individually?

Discussions have taken place between clubs and players individually.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

Discussions have taken place between QFA, QSLM and QPA; however, no collective agreement has been reached up to date.

8. Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent)?

Even though the authors are not qualified lawyers in Qatari law, the following information could be shared concerning the concept of *force majeure* in Qatar.

In principle, termination of a contract due to *force majeure* is recognized under Civil Code²⁵⁹, and in particular its articles 187²⁶⁰, 204²⁶¹ and 256²⁶². As such, in order to terminate a contract on the basis of *force majeure*, the party invoking such right is required to prove that: a) its obligation under the contract is impossible to fulfill; and b) the event did not occur due to its acts or omissions.

An alternative legal avenue, similar to the *Force Majeure* concept, can be found in the “Exceptional Incident Theory” envisaged under Article 171 of the Civil Code²⁶³. For the application of the Exceptional Incident Theory, the following conditions should be at stake:

²⁵⁹ For an unofficial translation of Qatari Civil Code in English, cf. <https://www.almeezan.qa/LawPage.aspx?id=2559&language=en>

²⁶⁰ 1. In contracts binding on both parties, where performance of an obligation by one party is extinguished by reason of impossibility of performance due to force majeure beyond the control of the obligor, such obligation and correlative obligations shall also be extinguished and the contract deemed rescinded *ipso facto*.

2. Where such impossibility is partial, the obligee may either enforce the contract to the extent of such part of the obligation that can be performed or demand termination of the contract.

²⁶¹ Where a person proves that damages have arisen from a cause beyond his control, such as force majeure, unforeseen incident or the fault of the victim or a third party, such person shall not be liable for such damages, unless there is a provision to the contrary.

²⁶² Where the obligor fails to perform the obligation in kind or delays such performance, he shall indemnify any damages suffered by the obligee, unless such non-performance or delay therein was due to a cause beyond his control.

²⁶³ *Pacta sunt servanda* i.e., a contract duly and properly concluded between the parties must be kept, and non-fulfilment of the respective obligations is a breach of that contract. Such a contract may be revoked or altered only by mutual consent of the parties or for reasons provided for by law. Where, however, as a result of exceptional and unforeseeable events, the fulfilment of the contractual obligation, though not impossible, becomes

- existence of a future period of performance between the execution of the contract and the exceptional incident;
- the exceptional incident must have occurred after the execution of the contract;
- the exceptional incident shall not be foreseen, predicted or excepted; and
- the incident shall make the execution of the obligation exhausting, not impossible.

For completeness, from a purely sportive regulatory point of view, pursuant to Article 81 of the QFA Statutes [Unforeseen Contingencies and Force Majeure], the QFA Executive Committee “*shall have the final decision on any matters not provided for in the Statutes or in cases of force majeure*”. Under such basis, QFA recently announced its decisions for the continuation or termination of its competitions as mentioned above in detail.

9. Is there any official reaction at national level to the FIFA guidelines on Coronavirus?

The football authorities in Qatar have given the maximum attention and consideration to the FIFA Guidelines. *Inter alia*, some QFA and QSLM executives have taken part in live sessions organized by FIFA in this regard. Certainly, the FIFA Guidelines are carefully analyzed and assessed, considering the relevant circumstances and specific peculiarities of the local football as well. As far as required, the FIFA Guidelines, in particular with regards to the aspects of future registration periods, will be incorporated in the QFA activities. Based on the FIFA Guidelines, the football season 2019/2020 has been extended as mentioned above in detail with regards to the Qatari First and Second Divisions.

10. Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:

- a. **Broadcasters;**
- b. **Sponsors**

On the basis of the information currently at our disposal, it would appear that the existing contractual relationships remain in place and there have been no related significant developments to date.

11. What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?

There is no doubt that the pandemic has affected the day-to-day work of institutions, businesses and individuals. However, significant efforts have been undertaken in the State of Qatar from the very beginning for enhancing remote work and mitigating the disruption accordingly. In fact, several institutions and/or committees are adjusting their respective procedures in order to continue their operations while maintaining the required level of safety. As an example, on 21 March 2020, the Qatar Sports Arbitration Foundation (QSAF) issued its Emergency Provisions with effect until 1 June 2020, by means of which, several issues related to the

excessively onerous in such a way as to threaten the obligor with exorbitant loss, the judge may, according to the circumstances and after taking into consideration the interests of both parties, reduce the excessive obligation to a reasonable level. Any agreement to the contrary shall be void.

conduct and continuation of arbitration proceedings (e.g. notifications, time limits, hearings via video conference) before the Qatar Sports Arbitration Tribunal (QSAT) were regulated²⁶⁴.

12. Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?

So far, no football clubs or related bodies have been involved in insolvency procedures as a result of the Covid-19 pandemic.

²⁶⁴ For more information, cf. https://www.qsaf.qa/wp-content/uploads/2020/03/COVID-19-QSAT-Emergency-Provisions_English.pdf

SAUDI ARABIA
By *Andrea Minnicino*²⁶⁵

1. ***What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?***

In the Kingdom of Saudi Arabia, all the domestic sport competitions (professional and amateur) as well as any sport-related activity (included training) have been suspended since 14 March 2020 until further notice.

The Government had already suspended public attendance at all sports events with effect from 7 March 2020.

2. ***Has the Government/Federation/League adopted measures relating to:***

- a. ***The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***
- b. ***The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

Although a formal and definitive decision has not been taken yet, the Saudi Arabian Football Federation (“SAFF”) in concert with the Saudi Pro League and the Government have planned to resume the competitions around the second half of August (probably 20 August).

Clearly, the date mentioned above, if confirmed, would imply that any preliminary training sessions shall begin around 30 or 20 days prior to recommencement – a common belief among relevant stakeholders.

It goes then without saying that should any football-related activity be resumed, this will not happen without paying attention to the standard protocol of safety rules nowadays implemented in several countries and already adopted by the Kingdom with regard to the working environments.

This would include (without limitation) the respect of social distancing norms (even between players when training), mandatory use of masks and gloves, periodical testing for COVID-19 and clearly, matches behind closed doors.

All the measures above (and more) are within the daily topic of discussion and they are likely to be part of the official guidelines to be released regarding the return to training and competitions activities.

3. ***Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members***

²⁶⁵ Legal Counsel at Saudi Arabian Football Federation.

of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?

Assuming that the health of every stakeholder is the primary interest of SAFF, League and Government, and provided that the mentioned institutions will certainly adopt every possible measure in order to guarantee a reasonable and safe resume of all football-related activities, no player, coach or staff would ever be reprehended for not returning to his regular duties unless he felt safe or unless the circumstances under which he should work were such to deem his refusal as totally groundless.

4. *What are the specific measures taken by:*

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

Notwithstanding the global crisis deriving from the pandemic, employees within the public sector have not suffered any financial prejudice, as their salaries have been regularly paid.

As for what concerns the private sector, on April 3, the Government allocated about 9 billion Saudi Rials (“SAR”) (the equivalent of €2.2 billion) to compensate Saudi citizens who work in facilities affected by the pandemic.

Furthermore, through an “*ad-hoc*” royal decree, private workers were offered to use their paid annual leave until exhaustion or, as an alternative, to take unpaid leaves which are however partially covered by the Government in a measure corresponding to the 60% of the original amount.

Moreover, a total of SAR 70 billion (about €17 billion) have been invested by the Saudi Government in order to alleviate the “pains” deriving from this financial crisis, exempting privates from paying the regular fees and taxes for example and supporting private companies through social security mechanisms, which discourage the employers from dismissing their employees since the potential financial losses would be largely mitigated.

b. The Federation and/or the League (common funding? Others?)

The financial crisis deriving from COVID-19 has certainly affected the availability of funds in support of clubs which, however, can count on a strong and present Government who (as already done in multiple occasions in the past) promised its prompt support in case of need.

In this perspective the recent introduction of a transitional VAT regime set at 15% might likely represent a powerful tool to counter the financial fragility above mentioned.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

The Saudi Federation of Sports Medicine does not issue binding decisions, however, accordingly to the guidelines and protocols adopted by the Government, its suggestions and opinion will certainly be taken into account by the SAFF and the other Saudi sporting federations.

5. *How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?*

All the Saudi clubs, in concert with the Saudi Pro League, decided to cut the coaches' and players' salary in the measure of 50% of full salary.

This measure should last as long as the season is not resumed or until the parties do not re-negotiate the matter.

It is worth noting that in many clubs a high percentage of players pacifically accepted the cut and that the *FIFA Guidelines to address legal consequences of COVID-19* have been seriously taken into consideration by the clubs and SAFF as well. (cit. “*fair and reasonable balance between the parties*”)

6. *Do clubs negotiate with players, individually?*

All the players have been asked to sign (if accepted) individually the agreement regarding the cut above.

7. *Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?*

National Associations of Footballers and Coaches are on their way here in Saudi, however in the meantime negotiations have been conducted at an individual level by the clubs, although all of them agreed on applying the exact same conditions to each player and coach.

8. *Does the national legal system recognise the concept of ‘Force Majeure’ (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?*

The collection of principles belonging to the sources of the *Shari’ah* Law (intended as core of the Saudi Arabian Law) indirectly contemplates the concept of “*force majeure*”, although it does not expressly mention it and judges shall evaluate and decide on a case-to-case basis (depending on the nature of the contract and the circumstances).

Therefore, also under the Saudi Law it would be essentially possible to dissolve a contract when unforeseeable events, outside the control of the parties, led either to an impossibility of the contractual performance or to a supervening excessive burden for one or more parties to the same contract since it would result in a significant alteration of their rights and responsibilities.

More specifically, and with regard to football players' contract, being it an employment agreement, it would be possible (if the right conditions subsist) to invoke a just and general excuse (*al’udhr*) in order to claim the adjustment or termination of the contract.

Generally, it might happen that the contract does not include a specific “excuse clause” or that even containing it the judging body did not ascertain the elements triggering the conditions of such clause. However, within the peculiar dimension of footballers' employment contracts, the

COVID-19 pandemic, as a supervening excessive burden in respecting the terms of the agreement, has been considered evident and legitimate reason for allowing the cut of salaries as specified above.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

As mentioned above, *FIFA Guidelines to address legal consequences of COVID-19* certainly represented a reference point with regard to the method of facing such a troublesome situation.

However, as per what has been suggested by FIFA, all the relevant decisions on the matter shall be the outcome of a roundtable within the domestic territory.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

e. Broadcasters;

f. Sponsors

Several discussions among the parties are still ongoing. News on the matter are expected within the next weeks.

11. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

Apart from those urgent cases which postponement could irremediably prejudice the interest of the parties, all the pending disciplinary cases started during the COVID-19 crisis have been suspended. (due either to the scarceness of funds among the clubs or to the uncertain question regarding the resume of the competitions)

12. *Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?*

No Saudi clubs have been involved in any insolvency proceeding.

UNITED ARAB EMIRATES

By Saleh Alobeidli²⁶⁶

- 1. What is the current status of the championships in your country (professional and amateur categories)? Suspension of any sports activity (training and/or games?), championship over?***

The current status of the Championships is “pending” as the UAE Football Federation got obliged to postpone all sporting activities (Championships and Trainings) until further notice due to Corona Virus. This postponement is applicable on all categories including professional and amateurs. There is a serious discussion if possible to resume the current 2019/ 2020 season by August and accordingly to defer the next season (2020/ 2021) to mid of September this year. Also similar level of discussion to terminate the current season as considering the weather in the UAE during August is the hottest weather of the year.

However, the League have decided to resume the current season in August and to defer the next season to mid of September. However, the debate is continuing and that decision might be changed at any time.

- 2. Has the Government/Federation/League adopted measures relating to:***

- a. The return to team training (for example by way of guidelines, a minimum period of training before competition, social distancing norms and frequency of testing); and/or***
- b. The return to competition (for example by way of altered the rules and/or format of competitions, shortening of competitions, competitions to be played in specified locations, games behind closed doors, social distancing and testing frequency)?***

The Federation is still waiting for an official order that should be issued by the UAE government to notify the Clubs regarding the date of continuation of Football Activity and the return to competition. This return is subject to many exceptional measures that shall be strictly provided by the government and to be identified later in respect to the health regulations to guarantee the safety of the players. The measures obviously will include a regular test of Covid-19, social distance, special hygiene procedures and so on.

- 3. Do players, coaches or staff have the right to refuse to return to training/play if they believe that doing so would be a threat to their health and safety or vulnerable members of their family? What, if any, are the legal provisions in place to protect players, coaches or staff in such scenarios?***

In the UAE, safety measures are being taken officially by the government in order to guarantee the security, safety and health of the citizens in general. Therefore the resumption of the sporting activity remains subject to the decision of the government (which shall be followed by the FA).

²⁶⁶ Managing Partner – Saleh Alobeidli & Co – Advocates and Consultants

Consequently, insofar as the health authorities consider it safe to play and train, and after implementing certain guidelines for clubs to follow, the players should not contest any justified decision.

In the event that any player does, it may consist of a breach of the player's contract signed with the club, knowing that this contract obliges him to comply with all the agreed duties as per the employment agreement signed between both parties.

In fact, the decision is applicable to all club employees whether they are players, coaches, or the administrative staff.

Article 35 of the UAE national code stipulates a "*Communicable Disease Control Law*" which clarifies the role of the inspectors hired by the ministry of health to make sure that the guidelines imposed by the government are strictly followed.

Players can simply contest the methods used by the club if there is any clear substantial violation of the guidelines, or if the club has taken any unilateral decision devoid of legal basis. This can consist as a valid excuse that exempts a player from taking part in the trainings due to the severity of the situation, and its big potential impact on the health of the player or the health of any person living with him such as family members.

A player, before disobeying the FA/club decision, should notify the health authorities of such violation (ministry of health): a player can send a communication or a report to the ministry of health which is directly responsible to establish a health control and take severe measures in case the entity violates any decision, but cannot skip the trainings due to a decision he takes unilaterally.

In the event that an inspection is conducted, finding in favour of the player, the club will be subject to the payment of a fine (of not less than AED 10,000 AED 50,000 as per Article 38 of the mentioned regulation).

4. *What are the specific measures taken by:*

a. The Government (unemployment benefits foreseen for workers in general? Other specific measures?)

The UAE Federal Government has introduced formal measures for employees in the private sector to agree to certain salaries reductions on a temporary basis, following the submission of a written request from their employer to the Ministry of Human Resources and Emiratization ("MOHRE"). Employers intending to temporarily reduce the salary of their employees may make a "temporary supplement" to their current employment contracts, and for permanent reductions to salaries may make an "employment contract details amendments service". Both options are subject to MOHRE's approval and agreement by the employee.

b. The Federation and/or the League (common funding? Others?)

Concerning the federation, and to avoid any big financial damage due to the negative impact brought by Coronavirus, some amendments targeting the players' contracts were done in compliance with FIFA regulations (Covid-19 FIFA Guidelines). The most important decision is related to temporarily decreasing the players and coaches' salaries to maintain financial

stability within clubs and avoid any possible future liquidation that can attain the Club because of the stoppage of the sporting activity.

c. Is there any specific position taken by the Association of sports doctors? If yes, are the federations bound by such a decision?

There is no official specific position taken by the Association of sports doctors. This is due to the fact that all the current health perspectives are driven by the Government.

5. How are clubs currently tackling the salary issue (suspension of payment of salary (for how long)? No payment at all?)?

As per FIFA Guidelines issued on the 7th of April 2020 related to force majeure, and strictly applied by the Federations and announced to Clubs to comply with. The UAE FA has also amended the annual circular and provided similar structure of FIFA Guidelines.

The UAE FA encourages both clubs and players to reach an agreement on reasonable salary reductions with some conditions including: not to exceed 40% reduction and to maintain a minimum of AED 15,000 salary. This decision is temporarily applied until the execution of the sporting activity, so there is no specific time limit for the decision of suspension of salary payment. Clubs are tackling this issue by trying to find amicable solutions with the players and sending notices containing amendments that apply to all players regarding this newly announced decision.

6. Do clubs negotiate with players, individually?

I have to start by saying there is no players association in the UAE, so the answer is Yes, clubs negotiate with players individually. This is despite the effect of the unilateral decision taken by the club in case no agreement is reached and that should apply to all players, the contract of each player remains different from one to the other. An e-mail reflecting the communication shall be sent to each player aside. There is no decision that prevents a club from treating the players differently in terms of salary reduction. But most of the Federations such as the UAE FA are applying the principle of equality when it comes to the percentage of the reduction.

7. Have there been any negotiations and/or decisions taken at a collective level between trade unions and clubs/leagues/federations?

Yes, the temporary amendment to the annual circular issued by the federations is previously negotiated with the clubs before the issuance, and this is to establish a balance between the financial interests of the clubs, their obligations towards the players, and the personal and financial interest of each player in concern. However, the only lacking element is the representation of the players' interest.

8. Does the national legal system recognise the concept of 'Force Majeure' (or any other concept having the same effect)? What are the contractual principles in your country at the basis of any decision taken by the Federation/leagues/clubs with regard to the suspension of salaries due to an event of force majeure like the coronavirus (ex. Termination of the contract? Suspensions of salary? Salary cuts and to what extent?)?

Yes, the national legal system recognizes the concept of ‘Force Majeure’ as it is clearly identified in the UAE Civil law as well as by the UAE High Court. But unfortunately, it is not fully explained in the Football national regulations, especially when it comes to an unprecedented occurrence of an event such as the current pandemic of Corona Virus with regard to decisions taken by the Federation/leagues/clubs in relation to the reduction of players’ salaries. That’s why the FIFA Guidelines were identified as a new approach that was never taken before in the world of football, and were applied commonly and by all federations.

9. *Is there any official reaction at national level to the FIFA guidelines on Coronavirus?*

FIFA guidelines were respected and well applied on the national level and it’s the basis of the temporary amendment made by the FA to protect the interest of the Federation, Clubs and players.

10. *Have there been significant developments (e.g. termination/ renegotiation/reduction of consideration/claim for damages) relating to agreements with:*

- a. Broadcasters;***
- b. Sponsors***

On the broadcasting level, the league is negotiating with the current three broadcasters in order to maintain the interest of the clubs and the league as much as possible. No declaration or official press regarding this matter so far. On sponsors level, they were clearly affected by the implications of Coronavirus. Each club is negotiating with its sponsors how to maintain and balance the mutual interests of each parties. It should be highlighted here that each sponsor contract will play a significant role to clarify and balance the obligations from both sides as the matter is purely contractual.

For both matters, no official press or announcement have been made.

11. *What is the status of disciplinary proceedings/regulatory oversight (including, for example, anti-doping testing) in your jurisdiction (for example, have they been relaxed, suspended or is it business as usual)?*

The situation and status of disciplinary proceedings including anti-doping testing remain the same. But as the current league is still suspended accordingly those proceedings on anti-doping test have been suspended too. Final point to mention is no change towards those regulations.

12. *Have any football clubs (or related bodies) been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation)?*

At the moment, no football club (or related bodies) have been involved in insolvency proceedings as a result of the coronavirus (e.g. administration/bankruptcy/liquidation).